

## Terms & Conditions

The American Camping Association, Inc. is the owner of several registered federal trademarks and common law trademarks, including the marks identified as the American Camp Association logos ("Logos"). While ACA ACCREDITED® camps, member camps, business affiliates, business partners, and individual members in good standing may use the Logos in accordance with the following terms and conditions, and in accordance with the Logo Usage Guidelines, such use shall always be at ACA's Discretion. Use of one or more of the Logos shall constitute consideration for, agreement to, and acceptance of the following terms and conditions of this license by the user:

### **ONLY ACA MEMBERS CAN USE ACA LOGOS**

1. The Logos are the sole and exclusive intellectual property of ACA. The Logos may be used only by ACA members in good standing if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. Any failure by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions imposed by ACA.

### **ACA LOGOS MUST NOT BE PHYSICALLY ALTERED**

2. The Logos may not be revised or altered in any way, and must be displayed in the same form as produced by ACA.

### **BE HONEST AND PROFESSIONAL WHEN USING ACA LOGOS**

3. The Logos may be used in a professional manner on the user's Web site, business cards, stationery, literature, advertisements, storefront window, or in any other comparable manner to signify the user's membership in AC. The Logos may never be used independent of the term "ACCREDITED," "MEMBER," "BUSINESS AFFILIATE," or "BUSINESS PARTNER." Logos may not be used in any manner that discredits ACA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterizes the relationship between ACA and the user, including but not limited to any use of the Logos that might be interpreted as an endorsement, approval, sponsorship, or certification by ACA of the user, the user's business or organization, or the user's products or services, or that might be interpreted as support or encouragement to purchase or utilize the user's products or services.

### **ACA LOGOS ARE ACA PROPERTY**

4. Use of the Logos shall create no rights for users in or to the Logos or their use beyond the terms and conditions of this limited and revocable license. ACA reserves the right to request samples of use of the Logos in order to determine compliance with these terms and conditions. Without further notice, ACA reserves the right to prohibit use of the Logos if it determines that a user's Logo usage, whether willful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit ACA or tarnish its reputation and goodwill, or the user is not an ACA ACCREDITED® camp, member camp, business affiliate, business partner, or individual member in good standing. ACA may revoke this license for any reason it sees fit upon written notification to you.

### **IF A FEDERAL LAW IS BROKEN, IT WILL BE SETTLED IN INDIANA**

5. Use of any Logo indicates your consent to the interpretation of this agreement by Indiana law, as well as your consent to jurisdiction and venue in the courts located in Marion County, Indiana. All actions regarding the Logos shall be brought and maintained in the courts located in Marion County, Indiana, and you hereby waive all objections to jurisdiction and venue therein.

Any questions concerning use of the Logos or the terms and conditions of this license should be directed to ACA at [astearley@ACAcamps.org](mailto:astearley@ACAcamps.org) or [pmccarns@ACAcamps.org](mailto:pmccarns@ACAcamps.org) or [gthroop@acacamps.org](mailto:gthroop@acacamps.org).