

# **WGI CIRCUIT PARTNER ADJUDICATION MANUAL AND SCORE SHEET TERMS AND CONDITIONS**

These Terms and Conditions (the "Agreement") govern the relationship between WGI Sport of the Arts ("WGI") and the Circuit Partner ("Circuit Partner"). By accessing and using the materials provided by WGI, the Circuit Partner agrees to the following terms and conditions.

## **1. License Grant**

### **1.1 Grant of Rights**

WGI grants the Circuit Partner a non-exclusive, non-transferable, non-sublicensable license to distribute the Work (as defined below) in its exact, original, unaltered form within the Circuit Partner's organization and events for use by employees, event judges, and performing groups registered to participate in Circuit Partner's events. This license is solely for the purpose of facilitating and evaluating indoor marching arts performances in events produced by the Circuit Partner during the Term (as defined below).

### **1.2 Conditions on Grant of Rights**

This grant is subject to the following conditions:

- (a) The Circuit Partner shall ensure that no recipient of the Work uses it for any purpose other than for participation in and evaluation of performances at events produced by the Circuit Partner during the Term.
- (b) The Circuit Partner will not sell, lease, or derive any economic benefit from the Work beyond incidental benefits through events produced by the Circuit Partner.
- (c) The Circuit Partner will not alter, modify, or add any wording, logos, or marks to the Work.
- (d) The Circuit Partner shall not alter, remove, or obscure any copyright, trademark, or other proprietary notices on the Work.

### **1.3 Definition of the Work**

The "Work" refers to WGI Adjudication Manuals, Rulebooks, and associated Score Sheets as outlined in Schedule A, which are provided in their exact, unaltered form by WGI.

### **1.4 Reservation of Rights**

WGI reserves all rights not expressly granted to the Circuit Partner. WGI retains the right to use the Work in any medium or manner without interference from the Circuit Partner.

## **2. Prohibited Modifications**

The Circuit Partner agrees not to modify, translate, edit, or create derivative works from the Work without the express written consent of WGI.

## **3. Payment**

In consideration for the license, the Circuit Partner agrees to pay WGI an annual fee for each item of the Work as provided in Schedule A, payable in full before WGI delivers the Work.

## **4. Ownership and Protection**

### **4.1 Acknowledgment of Ownership**

The Circuit Partner acknowledges that all rights, title, and interest in the Work, and any modifications or improvements made in violation of this Agreement, are solely owned by WGI. If the Circuit Partner acquires any rights in the Work, they automatically assign such rights to WGI.

### **4.2 Protection of the Work**

(a) The Circuit Partner will immediately notify WGI of any infringement, claim, or threat regarding the Work.

(b) WGI will have control over any claims or proceedings, and the Circuit Partner will assist WGI in addressing such matters.

## **5. Confidentiality**

The Circuit Partner may have access to WGI's confidential information, including business affairs, trade secrets, and proprietary information. The Circuit Partner agrees to protect the confidentiality of such information and not disclose it to third parties except as required by law or with WGI's written consent.

## **6. Representations and Warranties**

### **6.1 Mutual Representations**

Both parties represent that they have the legal authority to enter into this Agreement.

### **6.2 Circuit Partner's Representations**

The Circuit Partner agrees not to engage in any activity that could harm WGI's reputation or cause confusion regarding ownership of the Work.

## **7. Term and Termination**

### **7.1 Term**

This Agreement remains in effect until terminated by either party upon written notice.

### **7.2 Termination for Cause**

Either party may terminate the Agreement for material breach if such breach is not cured within seven days of written notice.

### **7.3 Effect of Termination**

Upon termination, all rights revert to WGI, and the Circuit Partner must destroy or return all copies of the Work.

## **8. Remedies**

WGI may seek injunctive relief or any other equitable remedies for breach of this Agreement.

## **9. General Provisions**

### **9.1 Governing Law**

This Agreement is governed by the laws of Ohio, and any legal proceedings shall be brought in courts located in Dayton, Ohio.

### **9.2 No Third-Party Beneficiaries**

This Agreement benefits only the parties involved and does not confer rights to any third party.

### **9.3 Amendment**

Any changes to this Agreement must be in writing and signed by both parties.

## **SCHEDULE A**

### **Available WGI Circuit Partner Adjudication Manuals, Score Sheets, and Digital Downloads and Pricing**

#### **COLOR GUARD**

##### **In Person Events**

- WGI Adjudication Manual
- Independent World Score Sheets (EQ, MV, DA, GE)
- Scholastic World Score Sheets (EQ, MV, DA, GE)
- Open Class Score Sheets (EQ, MV, DA, GE)
- A Class Score Sheets (EQ, MV, DA, GE)
- Regional A Class Score Sheets (EQ, MV, DA, GE)
- Local A Class Score Sheets\* (EQ, MV, DA, GE)
- Timing and Penalties

#### **PERCUSSION**

##### **In Person Events**

- WGI Adjudication Manual
- Concert Score Sheets (Artistry, Music)
- Marching Score Sheets (Music, Visual, GE Music, GE Visual)
- Timing and Penalties

#### **WINDS**

##### **In Person Events**

- WGI Adjudication Manual
- Score Sheets (Music Analysis, Visual Analysis, General Effect)
- Timing and Penalties