

# **THE NATIONAL TELEVISION ACADEMY**

**POLICY REGARDING THE USE OF:**

**NATIONAL TELEVISION ACADEMY TRADEMARKS, EMMY  
STATUE(ETTE) AND  
CLIPS FROM EMMY AWARD SHOWS**

**Revised Nov, 2004**

(A) **TRADEMARK USE GUIDELINES**

The trademarks of the National Television Academy (“NTA”) are valuable assets. Proper and consistent use of such trademarks every time each mark is used, is vital so that the marks maintain their value and NTA may protect its legal rights in the marks. Therefore, please familiarize yourself with, and abide by, the following use guidelines. Always follow these rules when using the National Television Academy trademarks:

Use trademarks as adjectives. Trademarks are adjectives, not nouns or verbs, and should always be followed by a noun.

**Correct:**

Emmy<sup>®</sup> award

Emmy<sup>®</sup> award ceremony.

**Incorrect:**

The Emmy’s.

Never use trademarks in plural or possessive form.

**Incorrect:**

Two Emmy’s

**Correct:**

Two Emmy<sup>®</sup> statuettes.

Set trademarks apart from other words or the nouns they modify. Methods of distinguishing a mark include printing it in capitals, italicized text, using **bold faced text**, initial capitalization (providing that the surrounding text is not also in initial capitalization) and/or putting the mark in “quotation marks”.

Never use any other trademark in conjunction with a National Television Academy trademark without express authorization from National Television Academy.

Use the appropriate trademark symbol in the proper place and give proper attribution. While it is not always practical or feasible to use the appropriate trademark notice with every use of a word mark, try to use the appropriate symbol whenever the mark is displayed prominently and in the first occurrence of the mark in text on each page, including web pages. If the trademark consists of a logo or a design, the appropriate trademark notice should appear with every use of the logo or design.

**SYMBOLS:**

® = registered trademark (a mark used in connection with goods) or service mark (a mark used in connection with services)

TM = trademark ownership claimed but mark is not registered

SM = service mark ownership claimed but mark is not registered

**CORRECT:**

EMMY® AWARDS  
SILVER CIRCLE® PROGRAM

Acknowledge National Television Academy's ownership of its trademarks. The following language should be included on all websites and materials that display National Television Academy trademarks:

Use of the trademarks and service marks of the National Television Academy ("NTA"), including the mark EMMY®, requires the prior express written permission of National Television Academy.

Note that while permission is required to use the National Television Academy trademarks in connection with products and services, others are allowed to make "fair use" of the mark to identify the products and services of National Television Academy. For example, a winning television show, may fairly advertise that it has won an EMMY® award.

Never alter National Television Academy trademarks, including designs, colors, etc. without express written authorization from National Television Academy.

Always follow all applicable marketing and legal guidelines. From time to time, National Television Academy may modify these written guidelines making it imperative to review all updates. You are subject to the guidelines as then in effect.

Never use National Television Academy trademarks in jokes, puns or in a derogatory fashion.

Notify National Television Academy of any improper use of any of its trademarks. Report as much detail as possible about the misuse, including the name of the party, contact information, and copies or photographs of the potential misuse.

**(B) PROTECTION OF THE EMMY STATUETTE**

1. The Emmy statuette is the property of and all rights are reserved by the National Television Academy;
2. The Emmy statuette may not be reproduced or used in any commercial manner unless permitted by the National Television Academy, it being understood that possession of the same is solely for the benefit of the recipient and the recipient's heirs or successors in interest.
3. If a recipient or the recipient's heir or successor in interest proposes to sell or otherwise dispose of the Emmy statuette, such persons shall be obligated to return the statuette to the National Television Academy which will retain the same in storage in memory of the recipient.

## **A. Use of Excerpts from Emmy® Awards Show**

### **1. Use of Clips from EMMY® Awards in News Reports of these shows:**

Clips from EMMY® Awards Shows may be used in news broadcasts about these events that occur at or about the time when the shows are presented. The policies governing such uses are as follows:

- (a.) The clips are to be used only in the segment of the broadcaster's news program that covers the EMMY® Awards ceremony.
- (b.) Aggregate length of all clips in a news program is not to exceed one (1) minute.
- (c.) Clips are not to be aired as a part of a news program in any time zone until completion of the airing of the EMMY® Awards Shows in that time zone.
- (d.) The broadcaster must assume all responsibility for obtaining union and/or music clearances, and must secure the consent of the network which broadcasts the Show, and the broadcaster must indemnify NTA and ATAS against any claims.

A sample of the typical release form which is used for granting consents to use of clips for current news shows is attached as Exhibit A to this policy memorandum.

### **2. Other Use of Excerpts:**

In addition to current news broadcasts about the EMMY® Awards Ceremony, we receive a number of requests for use of the clips from EMMY® Award Shows in other shows, including entertainment shows, news shows and the like. The policies followed in this regard are as follows:

- (a.) Clips from EMMY® Awards shows may be used in news stories (in addition to those covered under paragraph 1 above) which relate to a recipient of an award upon his or her death.
- (b.) Additionally clips from EMMY® Awards shows may be used in retrospectives and similar shows dealing with the careers of recipients.
- (c.) Clips from EMMY® Awards shows may be used in another awards show.
- (d.) Clips may not be used in entertainment-type shows.
- (e.) Programs other than current news shows in which clips are used may be broadcast and rebroadcast without limitation. NTA and ATAS would also agree that, in most cases, such programs may be transferred to video uses, e.g., a retrospective of an artist which is first broadcast on television then released on home video.

Permission for use of clips must be obtained in each instance from NTA and ATAS. The party seeking permission is responsible for securing any necessary union or music clearances. A copy of the standard form used in connection with EMMY® Awards Shows for this purpose is attached as Exhibit B. Please note that in the form, in some cases where NTA or ATAS is dealing with a recognized company, there is an alternate paragraph that contains an indemnity against union and music claims, as opposed to a provision requiring the proposed user to obtain the clearances.

### **3. Use of Excerpts in Commercials:**

It is felt that this type of use would dilute the value of the EMMY®. Accordingly, unless the Board of Governors were to grant a waiver in a specific instance, excerpts from EMMY® Awards Shows may not be used in commercials.

## **B. Use of EMMY® Name and EMMY® Statuette in Advertising and Publicity**

### **1. EMMY® Winners:**

EMMY® Winners may at any time refer in advertising and publicity to the fact that they have won an EMMY® and may, for one year after the Award is won, use a replica of the statuette in such advertising.

NTA and ATAS are currently receiving requests for use of the statuette on video cassettes of EMMY®-winning Shows. It is the policy of NTA and ATAS that the statuette may not be used on video cassette/disc copies of EMMY®-winning Shows. However, reference may be made in the printed material on the cover to the effect that the show is an EMMY® winner.

### **2. Sponsors of the Shows:**

In the past, we have allowed sponsors of EMMY® Awards Shows to use a copy of the EMMY® Statuette and the EMMY® name in both print and point-of-sale advertising, provided that (i) the advertising occurred at or about the time of broadcast of the Show, and (ii) the advertising made specific reference to their sponsorship of the Show.

### **3. Advertisers' Use of Clips from Shows in Advertising:**

Unless the Board of Governors were to grant a waiver, clips from an EMMY® Show (e.g., a clip showing someone winning an EMMY® or a clip of someone wearing the advertiser's product at the Show) may not be used in advertising.

### **4. Network / Station Uses:**

Networks and local television stations may use the EMMY® name and EMMY statuette with appropriate copyright and trademark notices in connection with promotional announcements for programs in which, in fact, have won the EMMY®, as long as it is done within one (1) year after the Award has been won and not thereafter.

Networks and local stations may announce the fact that the stations have won national EMMY® Awards or local EMMY® Awards, as the case may be, and may show replicas of the same and may refer to the name of NTA or ATAS. Appropriate copyright and trademark notices should be affixed to any replicas of the statuette as outlined above.

## **C. Other Uses of EMMY® Name or EMMY® Statuette**

### **1. Use of EMMY® Statuette as a Prop in Television Programs or Movies:**

The EMMY® statuette may be used as a prop in a program or movie as long as the use is not in any way derogatory to the statuette and that the statuette is an incidental part of the same.

### **2. Use of EMMY® Name or Statuette in Published Works, etc.:**

- (a) The EMMY® name and/or statuette may be used in connection with printed works, provided that the work is of an educational or informational nature, and the reference to the EMMY® name or statuette is non-derogatory and is reasonably related to the purpose of the book.
- (b) EMMY® winners from time to time use pictures of themselves receiving the EMMY® in personal resumes and the like, and this use is permitted.
- (c) Pictures of EMMY® winners receiving their statue(ette)s may also be used in printed materials featuring biographical material about such winner, provided that the use is reasonably related to the biographical material, e.g., use of a picture of an EMMY® winner in a souvenir program of a stage play in which the EMMY® winner appears, use in biographical articles about the winner, etc.
- (d) We have received requests from corporate EMMY® winners to use replicas of the EMMY® on stationery and the like. Although EMMY® winners may make reference on stationery and the like to the fact that they have won an EMMY®, they may not use replicas of the EMMY® for this purpose.

### **3. Merchandising:**

The EMMY® name and EMMY® statuette may not be used in connection with merchandising items except with prior approval of the Board of Governors. If any proposed merchandising uses are to be approved, this should be coordinated with NTA and ATAS.

**EXHIBIT A**

Dated: \_\_\_\_\_

Re: Use of Clips from the \_\_\_\_\_ Show  
Gentlemen / Ladies:

You have requested permission to use excerpts (the "Clips") from the broadcast

by \_\_\_\_\_ of the \_\_\_\_\_ Show.  
( the Network )

Network has no objection to your use of the Clips, subject to the following terms and conditions:

1. You agree that the Clips will be used only in the segment of your program covering the Show and for no other purpose whatsoever without the written consent of the Network.
2. You agree that the aggregate length of all Clips used will not exceed one minute.
3. You agree that the Clips will not be aired as part of your program in any time zone, until completion of the airing of the Show in that time zone.
4. You acknowledge that as between Network and you, Network and/or the National Television Academy (NTA) is the sole owner of all copyrights and exclusive rights in and to the Clips, and you agree to give Network and NTA a credit for its grant of permission to use the Clips.
5. You will obtain all required authorization, clearances, consents, and releases necessary for your use of the Clips, including without limitation, consents from NTA, from all performers and persons who rendered services in connection with the Clips, from all persons who appear recognizably in the Clips, as well as consents from all unions and guilds to the extent any of their respective members performed in or in connection with the Clips, including without limitation, AMF, AFTRA, SAG, DAGA and WGA. If music is in the Clips, you will also obtain music synchronization licenses from the owners of the music.
6. You agree to defend, indemnify and hold harmless NTA, Network, its parent, subsidiary and affiliated companies, its owned and affiliated stations, and each of their respective officers, directors, agents, representatives, employees, successors and assigns, from and against any and all losses, actions, claims, demands, liabilities, damages or costs (including reasonable attorney's fees) of any kind or nature whatsoever which may arise out of or result from your use of the Clips or your breach of this agreement.
7. You agree that NTA and the Network has made no warranty or representation whatsoever, express or implied, with respect to the Clips or your use of them.

Very truly yours,  
NETWORK

By: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT B

Dated: \_\_\_\_\_

National Television Academy  
111 West 57<sup>th</sup> Street  
Suite 600  
New York, NY 10019

Gentlepersons:

We desire to use a clip, sixty (60) seconds or less, from the \_\_\_\_\_ Annual Emmy® Awards presentation featuring \_\_\_\_\_ accepting \_\_\_\_\_ Award for “\_\_\_\_\_” in connection with the production and broadcast of \_\_\_\_\_ program, which is scheduled to be aired on \_\_\_\_\_.

By your signature below, you consent to the use of the clip subject to the following:

A. We agree to obtain a written consent from \_\_\_\_\_ and furnish you with a copy of the same, unless waived by \_\_\_\_\_.

**A. \*ALTERNATE CHOICE \***

We understand that the use of the clips may require clearance from the networks that originally broadcast the clips and/or from unions representing persons whose services were rendered in connection with the clips.

Our determination not to obtain clearances and/or our failure to obtain the same for any reason shall in no event excuse us from our agreement to indemnify you as set forth in subparagraph B. that immediately follows.

B. We agree to obtain all other consents and releases necessary for the use of the clip, including but not limited to, consents where required from those who appear recognizably in the clip or the results and proceeds of whose services are utilized in the clip, as well as from unions including AMF, AFTRA, SAG, DGA, and WGA. If music is in the clip, we shall also obtain music synchronization licenses from the owners of the music, if necessary, and consents from those performing music in the clip. We will furnish you, upon request, with copies of all such consents.

C. We also agree to indemnify and hold you harmless from and against any and all losses, actions, claims, demands, liabilities, damages or costs of any kind or nature whatsoever (including reasonable attorney’s fees) which may arise out of or in connection with our use of the clip or our breach of this agreement.

D. We agree that the clip shall be used only in connection with the aforementioned

“\_\_\_\_\_” program and for  
no other purpose. We have no obligation to broadcast the clip.

**E.** We acknowledge that between us, you are the sole owner of all copyrights and exclusive  
rights in and to the clip.

Very truly yours,

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND APPROVED:

NATIONAL TELEVISION ACADEMY

By: \_\_\_\_\_

Peter Price

Title: President