

The MGM Grand Catering & Convention Services Department is honored that you have chosen us to host your event. Your Convention Services Manager becomes the main contact for all details involving function arrangements, reservations and billing procedures, as well as, providing recommendations for outside services if necessary.

These Policies and Procedures are being provided to help ensure that all guests of MGM Grand receive uniform excellence in service. Please review them carefully.

### **ACCESS AND RIGHT TO ENTER**

Representatives of MGM Grand may enter upon and have access to the Function Space at any time. Additionally, officers and authorized employees of governmental agencies may enter the Function Space at reasonable times, when necessary, in the performance of their official duties.

### **ADDITIONAL LABOR CHARGES**

Additional labor charges may be incurred if a group requests changes to the room setup after the room has been set. MGM Grand will do their best to accommodate the room setup changes; however, it will be based on business levels and availability of our convention staff. At the time the change is requested, your CSM will advise whether or not the room setup change can be accommodated, the approximate time it will take to complete the changes, and if additional labor charges will apply.

### **AMERICANS WITH DISABILITIES ACT**

Pursuant to the ADA Act of January 26, 1992, Meeting Group agrees to provide proper ramp access to all elevated exhibit booths and/or nonpermanent staging used for either exhibit or special event purposes. The ramp will meet ADA guidelines with regard to both seeing and mobility impaired persons.

Segway scooters (at walking speed only) are permitted in public areas of the hotel only when the operator represents that the equipment is a mobility assistance device for a disability condition. Other operators without reported disability should be advised that the equipment is not accepted for use in public areas, including, but not limited to the Casino, theaters, Event Center, restaurants and the Convention Center. In such cases of exclusion, a guest will be offered the use of a balanced wheeled mobility device such as a wheelchair or motorized scooter.

### **ANIMALS**

Permission for any domesticated animal (cats and dogs) to appear in a convention or trade show must first be approved by you and then by the CSM. Additional insurance may be required. Non-domesticated/exotic animals will be considered on an individual basis. Consult your CSM regarding any non-domesticated/exotic animal requests. Seeing eye/assistance animals are always permitted.

### **AUDIO VISUAL**

Encore Technologies has the most experienced management and technical staff in Las Vegas and a comprehensive inventory of state-of-the-art equipment at very competitive prices. Encore's technical staff is available 24 hours a day, seven days a week. Encore is the exclusive provider of power, rigging labor, truss & motors, and all audio visual equipment associated with meetings, breakouts and exhibits. Please contact Encore Technologies for package details. Any equipment or labor Meeting Group proposes to utilize at the hotel must be approved in advance by Encore Technologies.

### **BAGGAGE HANDLING**

**Individual:** Guests arriving individually are greeted at the front door by a bell person and will be given a claim check for their luggage. The guest may then call from their room to prompt delivery.

**Group:** All group arrivals are subject to a mandatory baggage handling charge. This charge covers the handling of baggage both arrive to and departing from the hotel. In the event group requires baggage delivery in an auxiliary area aside from the designated hotel bag drop area, an additional fee may also apply.

### **BALLOONS**

The use of helium balloons smaller than 36 inches in diameter is not allowed, but smaller air-filled balloons may be used for decoration and/or handouts. Large helium-filled balloons may be used only if they are securely anchored. No helium balloons or blimps may be flown inside the building. Mylar balloons are not allowed anywhere on property. Helium gas cylinders must be secured in an upright position on safety stands with gauges protected from damage. No overnight storage of helium or compressed air cylinders in the building is allowed. Balloons cannot be released out of doors due to airport flight patterns in the area. A cleaning fee may apply should the balloons be left on property after the event. Please advise your CSM should you be using balloons.

## **BROADCASTING/TAPING/RECORDING**

Meeting Group may not broadcast (either live or on a delayed basis), tape or record on hotel property for any purpose or by any means without receiving written permission from MGM Grand. Please contact your CSM for details.

## **CASH ADVANCES (paid outs)**

Cash advances may be obtained if approved by the Finance Department prior to your arrival. Your company/association must have previously submitted a credit application and have been approved for direct billing by the hotel Finance Department. Cash advances cannot be approved for credit card payments. For more detailed information regarding cash advances, please see your CSM.

MGM Resorts International is subject to strict State and Federal currency reporting and handling laws. Cash advances require positive identification and may be reportable to the Nevada Gaming Control Board, U.S. Treasury and the IRS.

## **CATERING POLICIES**

MGM Grand is the sole provider of all food and beverages served in the banquet facilities. MGM Grand is the only authorized party able to sell and serve liquor, beer, and wine on premises. The Catering Department will be in contact with the Meeting Group following receipt of the signed contract/license agreement. The Catering Manager (CM) becomes the main contact for all planning and on-site details involving Catering function arrangements and can assist with recommendations for outside services, if necessary. **PLEASE NOTE:** A tentative program schedule of function room requirements is due to the CM at least 90 days in advance of the main arrival date. A final detailed program is due to the CM no later than 45 days prior to the main arrival date. At the 45 day deadline or upon receipt of the final detailed program, any un-assigned meeting/function/exhibit space will revert back to Mandalay Bay. Any additional requests for function rooms will be based on a space available basis. All Banquet Event Orders are to be completed, signed and returned to your CM fifteen (15) business days prior to the first day of your program.

Catering is responsible for assisting you with menu selections. We will maintain a flexible position regarding suggested menus; however, due to changing food costs, definite prices on food and beverage will be guaranteed six (6) months prior to your program. Please note there is a three course minimum for all plated lunches and dinners. For your planning purposes, our current per person banquet prices are as follows:

Continental Breakfast: \$30.00 - \$36.00

Lunch: \$48.00 - \$60.00

Dinner: \$78.00 - \$130.00

All prices are plus tax and service charge and are subject to change. Food and Beverage for hospitality suites are handled through our Hospitality department. Please see information under Hotel Services/Hospitality Suites for all details.

Guarantees for all functions must be given to your CM seventy-two (72) business hours prior to a function. If notice would fall on a holiday, then guarantees must be received by the first working day prior to the holiday. If your guarantee is not received, you will be charged with a guarantee equal to the expected number set forth on the Banquet Event Order or the number of people actually served, whichever is greater. We set 3% above your guaranteed number.

Customized menus may be arranged directly through our Catering Department. Labor charges and set-up fees may apply. Please contact your CM directly for current menus or to discuss your entire food & beverage requirements. Catered food & beverage prices are subject to a 19% gratuity which is nontaxable and a 4% service charge, which is taxable at the prevailing sales tax rate, currently 8.25%.

Events booked within a 72 hour period prior to service may incur an additional fee, please contact your CM for more details. All guests must be 21 years of age or over before alcoholic beverages are permitted to be served.

## **CHECK-IN/CHECK-OUT**

Check-in time is **3pm** and checkout is **11am**. If rooms are requested prior to 3pm at the time of check-in, they will be accommodated based on availability at no additional charge. Any guest wishing to guarantee early check-in will have the option to pay an early check-in fee at the time of booking based on availability. Departure dates will be confirmed upon check-in. Guests have the option to change their departure date at this time. Should a guest depart before their scheduled and confirmed departure date, room/tax for those additional nights will be charged. Luggage can be stored on a complimentary basis for guests who have checked out but are not yet departing the hotel.

## **CHILDCARE SERVICES**

The State of Nevada does allow childcare services on property when strictly regulated. There are many regulations and stipulations that must be followed before this can be approved by the State. If you are considering having childcare services on property, please contact your CSM at least 6 months in advance in order to initiate the approval process.

## **CREDIT APPLICATIONS**

Direct billing privileges may be established for those accounts incurring \$10,000 or more in charges and, if a credit application is submitted to the Finance department no later than 90 days prior to the first arrival date. If direct billing is approved, a master account will be established.

At least 90 days prior to your program, your CSM will draft an "estimated charges" worksheet for you. Once complete, accounting will work with you for all required deposits as outlined in the contract or license agreement. They will also advise you of your credit approval status.

## **DAMAGE TO PROPERTY**

Meeting Group shall be liable for any damage, normal wear and tear excluded, to the Function Space, or to any other real or personal property of MGM Grand, caused by the act or omission of Meeting Group, its agents, directors, shareholders, employees, members, attendees, contractors, volunteers, or performers. Meeting Group will not, and shall not permit others to, drive nails, tacks, hooks, screws, or other items into any part of the Function Space, hotel equipment or property. Meeting Group shall return the Function Space to MGM Grand in as good of condition and repair as the same shall have been found when licensed for Meeting Group's use.

Nothing is to be placed against or leaned against any wall in the ballrooms. All crates, exhibit panels and pallets must at all times be kept a minimum of 5 feet away from the walls. Nothing is to be attached to the moveable wall tracks at any time. Meeting Group will be charged by hotel for any damages incurred by their exhibitors or exposition company.

Meeting Group shall, at all times, conduct its activities in a safe and careful manner, with full regard to public safety, and will observe and abide by all applicable laws (including the Americans with Disabilities Act), ordinances, rules, regulations and requests by duly authorized governmental agencies having jurisdiction, as well as those of the Board of Fire Underwriters or any similar body and MGM Grand.

## **DRONES**

Please be advised that drones are not allowed to be operated anywhere on MGM Grand property. There are very limited scenarios where this policy may be considered, however, prior review and approval (in writing) must be obtained from Risk Management Director and Convention Senior Leadership team. Any such requests must be made at least 60 days prior to any event to allow for sufficient review time. This policy also applies to any un-manned vehicles.

## **EMERGENCY EQUIPMENT**

MGM Grand is equipped with alarm and sprinkler systems. Fire extinguishers and other emergency equipment are strategically located in all areas of the building. The MGM Grand Security Office monitors all building emergency systems throughout the facility. It is imperative that all fire hose cabinets, strobes, and fire extinguishers be kept clear, accessible, and free of obstructions at all times. The fire hose cabinets, strobes, and fire extinguishers are permanent fixtures of the facility and cannot be moved.

## **EXCLUSIVE PROVIDERS**

MGM Grand has exclusives for the following services: Audio Visual, Truss & Rigging, Staging & Lighting, Electrical & Plumbing, Food & Beverage, Telecommunications, Internet Connections (provided that attendees may use personal devices to connect to the Internet on unlicensed frequencies and third party networks not controlled by MGM Grand or the Meeting Group or its affiliates). Any damages caused by Meeting group, Meeting Group's attendees, and Meeting Group's production / audio visual supplier will be the responsibility of the Meeting group.

## **EXHIBITS**

MGM Grand will provide up to 15 table-top displays (6 or 8 foot tables) including standard linen and table skirting, one chair and one wastebasket at no charge during Meeting Group's program. A charge of \$150 per display will be charged for 16 - 25 displays. Tabletop displays in excess of these numbers must be furnished by an outside decorator/exhibit company. MGM Grand can provide phone lines, signage, AV equipment, etc. at a charge.

## **FOOD SAMPLES:**

For shows (open to the public); Show Management is responsible to obtain an Event Coordinator Permit. Private shows (not open to the public) are not obligated to obtain permits, but must still comply with applicable Southern Nevada Health District regulations, which include, but are not limited to:

- Hand washing must be available with 110 degree water.
- Exhibitors handling food must wash their hands for 20 seconds upon entering their work station.
- Sanitizer must be provided at each booth, and the exhibitor should have knowledge of what sanitizer they are using. Suggested sanitizer is Quat (150-400ppm) or Chlorine (50- 00ppm). Test strips should be available to check the levels of the sanitizer.

- All foods must be maintained at proper temperatures: 41 degrees F. or colder or 135 degrees F. or hotter. Stem thermometers must be available to monitor food temperature.
- Suitable utensils or individual portions must be provided.
- Single-service gloves or suitable utensils must be provided for handling of all ready to eat food.
- No smoking or eating is permitted in any booth preparing or serving food. All beverages must have a lid.
- A fire extinguisher must be provided in any area using canned heat, gas or fire.
- Adequate extension cords must be available and stored to prevent electrical shock or a tripping hazard.

MGM Grand Conference Center guidelines for the service of prepared food are as follows:

- Samples are limited to manufactured, processed or distributed products only.
- Food samples are limited to one (1) ounce.
- Beverage samples are limited to two (2) ounces.
- Items used as traffic promoters must be purchased through MGM Grand.
- MGM Grand must approve all samples.
- Each exhibitor intending to serve samples must advise MGM Grand for approval and instructions.
- Corkage and gratuity fees may apply.
- Please address further questions to:

SOUTHERN NEVADA HEALTH DISTRICT - Environmental Health Division

Address: 280 South Decatur Blvd. Las Vegas, NV 89107

Phone: (702) 759 -1000

Website: <http://www.southernnevadahealthdistrict.org/index.html>

Email: [environmentalhealth@snhdmail.org](mailto:environmentalhealth@snhdmail.org)

#### **FIRE MARSHAL REGULATIONS/FLOORPLANS**

Clark County Fire Department requires that a floor plan must be submitted for approval by the Fire Inspector and Temporary Occupancy Permits be secured for all meetings or catered events of 300 persons or more. A separate Motor Vehicle permit is also required for fuel burning vehicle.

MGM Grand can generate the scale drawings, and apply for the permits on your behalf, provided we have all the necessary audio visual and setup requirements at least 30 days prior to your load-in. Cars, props and décor must be included on submitted floor plans.

Floor plans are final once approved by the Fire Department. No additional equipment, tables or décor may be added. However, the Fire Department will allow deletion of equipment, tables and décor from the final floor plan. Regulations of the Clark County Fire Department, Fire Prevention Bureau must be observed in their entirety. Any floor plans submitted by an outside production or decorating company must be reviewed and authorized by MGM Grand CSM prior to submitting. Production or decorating companies must send a copy of the Fire Marshall approved plan to your CSM prior to actual move in. Set up will be delayed if we have not received the plans.

We will charge a fee to your master account for drawing and/or submitting as well as the Clark County Fire Department Fees. These charges must be pre-paid or posted to the Meeting Group's Master Account. Please see your CSM for a price structure.

Anytime pyrotechnics or hazers are used, the Fire Safety System will have to be disabled or "put into test mode". This process will require several personnel to be dedicated to watching for potential fire or smoke in the area in which the Fire Safety System is disabled. Charges will apply for fire watch during rehearsals and show. In the case of Pyrotechnics/Flame Effects, a permit is required from the CCFD. Please submit your pyrotechnic/hazing schedules to your CSM, 30 days prior to your event. Please note we cannot allow pyrotechnic displays outdoors if the wind speeds are 10mph or greater.

#### **INSURANCE**

A copy of your certificate of insurance (COI) is due to MGM Grand 30 days prior to your event. The certificate must list all days of your license of the facility, and include the following coverage:

- Worker's Compensation insurance in accordance with Nevada Law covering your employees.
- Employer's Liability
- Commercial General Liability
- Comprehensive Auto Liability

Please consult your contract and license agreement (if applicable) for the amount of coverage required for each of the above.



All issuing insurance companies must have authorization to do business in the state of Nevada. This certificate of insurance must state MGM Grand, its parent company, subsidiaries and affiliates are named as additional insured. The certificate is unacceptable if all of these entities are not named.

Your exhibitor contract must indicate that exhibitors and your company/association shall indemnify and hold harmless MGM Grand from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. See the Indemnification paragraph in your Hotel Contract and/or as outlined in the License Agreement. NOTE: This policy applies to your organization and to any subcontractors you may utilize to provide services during your meeting/convention.

#### **LOST OR STOLEN PROPERTY**

MGM Grand shall not be responsible for losses by Meeting Group, its agents, directors, shareholders, employees, members, attendees, contractors, volunteers, performers or any other party due to theft, damage to, or disappearance of equipment or other personal property, it being specifically acknowledged that such equipment and property is not under the care, custody, or control of MGM Grand.

#### **MEETING GROUP ENTERTAINMENT**

Meeting Group acknowledges that MGM Grand has a reputation for offering high-quality entertainment and services to the public, is a publicly-held company, is subject to regulation and licensing, and desires to maintain its reputation and receive positive publicity concerning Meeting Group's functions. Consequently, prior to contracting with any entertainer or production company to provide entertainment at its function(s), Meeting Group shall obtain MGM Grand written consent for the entertainment, which consent shall not unreasonably be withheld. In contracting for entertainment, Meeting Group agrees that any such entertainment will comply with MGM Grand normal policy regarding risqué or questionable material and that no disparaging remarks toward gaming, MGM Grand, its directors, officer or employees or those of any affiliate of MGM Grand shall be made.

#### **MEETING ROOM GUIDELINES**

Fastening or affixing objects to ceilings, painted surfaces, podiums, columns, fabric moveable walls, or decorative walls will only be allowed under certain circumstances, and must be approved by Convention Services. Only approved adhesive products can be used. No nails or tape will be allowed on any surface.

Carpet protection (Visqueen) must be in place prior to the delivery of freight, prior to construction of any display, and prior to the use of any motorized devices.

No plants or furniture may be moved or relocated from the hallways or meeting rooms unless prior arrangements have been made with your CSM. A removal fee will be assessed for all relocations.

Changes to meeting room set ups may be subject to an additional labor charge should the changes be made less than 48 hours prior to a function or if there is an extensive meeting room set up or turn required. There are also charges for any same day room turns.

The standard meeting room amenities include water service, note pads and pens at a water station. Additional amenities are available on request at a reasonable charge.

Specific room assignments may be changed as needed. Sufficient space will be made available to accommodate meeting/function/exhibit requirements. MGM Grand reserves the right to maximize space usage for all function space.

Meeting rooms which contain air walls cannot be secured. You are responsible for security in areas you have contracted. Hotel bears no responsibility for equipment left in the meeting rooms. Security is recommended in any rooms where you may be planning to leave valuable equipment i.e. meeting rooms, or display areas in public foyer space and it is required for all trade shows. Security can be contracted to provide coverage. Please contact your CSM for current rates.

Hotel maintains a standard inventory of equipment such as, but not limited to, banquet chairs, tables, risers, podiums, easels, dance floor and linens. This inventory is shared by all groups in the facility and will not be dedicated to any one group. Should your equipment requirements be greater than what can be provided, rental costs may be your responsibility.

Please check with your CSM before leaving audio-visual set ups in meeting rooms overnight. Twenty- four hour set up holds must be pre-arranged and, in some instances, AV set ups may have to be torn down and re-set for subsequent meetings or functions. Security is recommended.

Hotel cleaning services are required for all areas used as exhibit space. This includes concrete halls, carpeted meeting

space, public foyers and the parking lot. If carpet is applied to any of our flooring, cleaning services will also be required. Cleaning services are required for any areas requiring excessive cleaning such as registration areas, events in our parking lot, stores etc. Please contact your CSM for clarification and pricing.

### **NETWORK AND INTERNET CONNECTIONS**

Meeting Group may not attach any hardware or software to any networking and Internet access services provided by MGM Grand, or allow its attendees to do so, other than hardware and software approved by the hotel or end user equipment (such as laptops and mobile phones, but not routers or networking equipment) owned by attendees that agree to any applicable terms of use required to access the services. If the Meeting Group is permitted by the hotel to attach a router or other wireless networking equipment to the hotel's network, it shall not use a network identifier (i.e., a Service Set Identifier or SSID) that contains the hotel's name without approval from MGM Grand, or other name to which the hotel reasonably objects. MGM Grand may require Meeting Group or its attendees to remove any hardware or software from the hotel's network or otherwise prevent hardware or software from connecting to the hotel's network without notice and without refund.

### **NEVADA CLEAN INDOOR AIR ACT**

The Nevada Clean Indoor Air Act prohibits smoking in indoor public spaces. As a result, smoking is not permitted in the meeting and convention spaces. Additionally, smoking is not permitted in restaurants, lounges where food is served, hotel lobbies, elevators, guestroom hallways, theaters, arenas, arcades, retail stores and other indoor public spaces. The casino floor and certain lounges where food is not served are exempt.

### **PARKING NOTICE**

Beginning on June 1, 2016 vehicles that are self-parked at any MGM Resorts parking facility for longer than one hour will be subject to a parking fee.

#### **Self Parking**

0 to 60 minutes: No Charge (*1st Day Only*)

Over 1 to 2 hours: \$7

Over 2 to 4 hours: \$10

Over 4 to 24 hours: \$12

#### **Valet Parking**

0 to 4 hours: \$15

Over 4 to 24 hours: \$20

Over 24 hours: \$20 *each additional day or fraction thereof*

Over 24 hours: \$12 *each additional day or fraction thereof*

Self-parking is complimentary for M life members level Pearl and higher and valet parking is complimentary for M life members level Gold and higher. All complimentary parking is subject to availability.

For registered hotel guests, the 24 hour parking fee (self or valet) includes "in and out" privileges at the guest's originating MGM resort and also includes the same "in and out" parking privileges at any other MGM resort within the same 24 hour period, subject to availability.

Parking fees are subject to change and parking is subject to availability.

### **PAYMENT OPTIONS**

MGM Grand will utilize an e-billing system, BillDIRECT, to present all invoices. Your billing representative will provide login credentials when your first invoice becomes available. BillDIRECT offers electronic invoices and payments for your convenience by ACH or credit card. MGM Grand also accepts payments by check or wire. Payments by check must be drawn on a U.S. bank payable in U.S. dollars and be received 14 days prior to the first scheduled arrival. Deposits must follow the outlined format in the Hotel and/or License Agreement. MGM Resorts International Accounts Receivable department processes all pre-show deposits and prepares the final billing invoice. You are responsible for remitting full payment of the final invoice within 30 days of receipt. (Terms may vary, please consult your contract for full payment information). In the event there is a dispute, MGM Grand requires that full payment be sent less disputed amounts.

### **PER DIEM CHECKS**

Per diem checks must be approved by the Finance Department. Should attendees of your meeting require per diem checks to be cashed, the following will be required:

Your organization must supply a written guarantee of the funds, a copy of the check, a range of check amounts and the total anticipated amount of all checks that may be cashed.

- Attendees cashing checks must provide a photo ID and cash checks at the main casino cage.

## **PRINTED MATERIALS**

Please be advised that any advertising utilizing the hotel name, logo or any request to use hotel stationery, must be approved prior to distribution, in writing, by MGM Grand.

## **RETAIL SALES TAX**

Nevada Administration Code (NAC) 372.180 states that the promoter or organizer of an event allowing any retail sales on the show floor has the responsibility to collect and remit the taxes for their respective event. This means you are responsible for these taxes.

If Meeting Group is tax exempt the State of Nevada requires a copy of the following on file with <Hotel>:

- NEVADA tax-exempt sales tax permit providing the evidence of non-taxability.
- U.S. Government Tax-exempt sales tax permit.

Please contact the Nevada Department of Taxation at (702) 486-2300 for further details.

## **ROOM DELIVERIES (non room service)**

MGM Grand Front Services Department will be happy to arrange for guestroom deliveries. Items will be placed inside the room after the guest has checked in. Items may not be left outside on the floor or slipped under the door of the guestrooms. Please check with your CSM for rates and delivery times.

## **SALE OF MERCHANDISE**

Meeting Group may not utilize the hotel function space or property for the purpose of selling merchandise or services without the prior written approval of and under the conditions established by MGM Grand, Meeting Group, its agents, contractors and employees. All permits and licenses required by law for such activity in Clark County are the sole responsibility of Meeting Group.

## **SECURITY**

Should Group desire security for event, or if it is the type of event for which MGM Grand will require Group to provide security, the security provided must be licensed to operate in the State of Nevada and an approved vendor through MGM Resorts International's Corporate Security. At Group's request, the hotel will provide a list of security companies acceptable to MGM Grand.

## **SIGNAGE AND DISPLAY ADVERTISING**

MGM Grand retains exclusive rights to all display advertising within the function space and all other space on the hotel property. Meeting Group may not advertise within the function space, nor represent to any third party that it may advertise within the function space or on hotel property, and may not place any signage or banners in the function space or on hotel property without prior written consent of MGM Grand. In the event MGM Grand grants its consent for Meeting Group to advertise within the function space or on hotel property, it shall be a nonexclusive right to advertise, however signage is typically restricted to meeting area and should be prearranged with the CSM. Any signage or banners approved by the hotel may only be hung or posted by the MGM Grand Production Services department.

Additional cost and advertising opportunities are available in The Sponsorship Opportunity Guide which can be obtained from your CSM or on-line at MGM Grand website. For more details on signage guidelines, please contact your CSM for a copy of our signage documents.

It is the policy of MGM Grand that all signage approved must be professional and preapproved flame retardant signs and banners. Any signage or banners approved by the hotel may only be hung or posted by the MGM Grand Production Services Department.

It is highly recommended to create a nylon, cloth or vinyl sign with grommets evenly distributed to support the weight and width of the sign, along with a sewn in pocket at the bottom of the sign to properly weight the sign. Paper banners are not permitted.

## **TRADEMARK**

Neither party is authorized to use any trademark, trade name, nor service mark owned or registered by the other party, its parent, subsidiaries or affiliates. Neither party may, without prior written approval of the other party, copy, reproduce, distribute or use any trade name, trademark, copyrighted material, or service mark of the other party, its parent, subsidiaries, or affiliates.