

**IITA’s Terms and Conditions**

**For Sub-License of the WTTC Safe Travels Stamp**

Please read these Terms and Conditions carefully before seeking compliance with the WTTC Safe Travel Protocols and displaying the Safe Travels Stamp.

**1. Parties**

I. The International Inbound Travel Association (“IITA”, “we”, “us” or “our”), being the party offering the World Travel &Tourism Council Protocols and Stamp for use by Organizations as a sub-licensee of IITA; and

II. “Organization”, “you” or “your”, being an IITA member which have chosen to comply with the Protocols and to display the Stamp.

**2. Definitions**

The following definitions apply in these Terms:

1. “Protocols” means the WTTC Safe Travel Protocols, as may be amended from time to time which can be found here <https://wttc.org/COVID-19/Safe-Travels-Global-Protocols-Stamp>; and

II. “Stamp” means the WTTC Safe Travels Stamp offered by IITA to Organization as a sub-licensee for use on Organization websites, in marketing materials and other public facing materials.

**3. The Safe Travel Protocols**

IITA has been authorized by WTTC to share with Organization and offer for use as a sub-licensee the WTTC created Protocols in good faith for use by Organizations as they seek to re-open during the COVID-19 pandemic.

You acknowledge and agree that:

I. Your use of the Protocols is entirely voluntary and that IITA assumes no liability for your use of the Protocols;

II. You are responsible for ensuring compliance with, and implementation of, the Protocols suitable for you and lawful in the jurisdiction in which you operate;

III. You will be subject to audits and compliance checks by IITA to ensure compliance and implementation as described hereafter;

IV. The Protocols have not been approved or accredited by any governmental or regulatory body and serve as a set of ‘best practices’ guidelines only, and that by offering the Protocols for use by Organizations, neither IITA nor WTTC is providing an official certification or accreditation system;

V. Use of the Protocols will be entirely at your own risk;

VI. Compliance with the Protocols may not result in a reduction of risk associated with the spread of COVID-19;

VII. IITA does not warrant or represent that adherence to the Protocols guarantees the safety of passengers, travelers, guests, customers, employees or other persons;

VIII. You are solely responsible for any losses suffered by yourself or any third-parties where the Protocols are implemented; and

IX. WTTC reserves the right to modify the Protocols and/or Stamp and issue revised versions from time to time. Updated Protocols and Stamp will be found on the WTTC website. You are solely responsible for revisiting the WTTC website, monitoring updates to the Protocols and the Stamp and ensuring compliance with any updates made to the Protocols and Stamp. IITA is under no obligation to individually distribute updated versions of the Protocols or Stamp to Organizations.

**4. The WTTC Safe Travels Stamp**

The Stamp seeks to provide consistency and reassurance for consumers to speed the Travel & Tourism recovery following the COVID-19 pandemic.

Subject to these Terms, Organizations may choose to display the Stamp in order to let consumers know that their protocols are in alignment with the Protocols and that they have complied with the Protocols relevant to their industry.

**5**. **Application and Ongoing Compliance and Renewal**

In order to obtain a sub-license to utilize the Stamp, Organization must complete the application process and receive IITA permission. The stamp will be granted to Organizations who have demonstrated an ability to meet the Safe Travel Protocols to the sole satisfaction of IITA.

The application will include the following affirmations/acknowledgements from the applicant:

* The information provided is true and accurate to the best of my belief and withholding of information or giving of false information will result in denial of my application for the Stamp.
* I have read and agree to be bound by the terms and conditions of the Stamp and waive any right to claim damages should my application be denied or my Stamp be revoked.
* I will promptly notify IITA if any events occur that result in the Organization falling below Protocol standard subsequent to receiving the sub-license and prior to renewal.

The information is then reviewed by the IITA and Organizations who meet the protocols, at the sole discretion of IITA, are then notified and the Organization may then use the Stamp in compliance with these terms.

Organization must maintain Protocol standards at all times in order to maintain use of the Stamp. Additionally, Organizations must renew authorization to use the Stamp annually. Renewal includes the re- submission of any paperwork IITA requests. Renewal is at the sole discretion of IITA.

**6. Your Obligations**

Only those Organizations which have complied with the relevant Protocols applicable to their industry in their entirety, and have been authorized by IITA may display the Stamp on their websites, in marketing materials and other public facing materials.

An Organization’s entitlement to display the Stamp shall cease to apply with immediate effect in the event that the Organization fails to comply with the relevant Protocols applicable to their industry as determined solely by IITA. The Organization is responsible to notify IITA as soon as any event occurs that would fall below standards as set in the Protocols.

You acknowledge and agree that:

I. You will not display the Stamp unless you have received proper authorization from IITA and ensured compliance with the relevant Protocols applicable to your industry;

II. Adhering to the Protocols is a requirement for your use of the Stamp, and that displaying the Stamp without having ensured compliance with the relevant Protocols appliable to your industry will be a breach of these Terms;

III. Your use of the Stamp will be based upon an accurate and honest conclusion that your Organization is fully compliant with the Protocols relevant to your industry, your compliance with IITA audits and compliance checks that will be required from time to time, and the continued authorization of IITA;

IV. IITA will assess your initial or continued compliance with the Protocols and use of the Stamp, however, all liability for compliance with the Protocols and any applicable laws, rules or regulator guidance will rest with you exclusively, and not IITA;

V. You will comply with all local laws applicable to your Organization and that where your adherence to the Protocols and/or use of the Stamp would amount to a breach of local laws, you will not make use of either; and

VI. You will not make any derogatory statements about the Protocols, Stamp, WTTC or IITA, or behave in any way that would damage IITA’s or WTTC’s reputation, or the reputation of the Protocols or the Stamp;

**7. Ongoing Compliance and Audits**

The Organization agrees that IITA shall have a right to ongoing compliance checks and audits. IITA shall from time to time conduct said compliance and audits and the Organization agrees to cooperate and provide any and all documentation requested by IITA in conducting the audits. IITA will provide at least 24 hours’ notice before any compliance check or Audit. Following the compliance check or audit, IITA will provide, in writing, either authorization for continued use or suspension or revocation of use with any relevant reasoning.

**8. Suspension and Revocation**

IITA may suspend or revoke a Organization’s validation at any time with or without notice. If a violation by an Organization is discovered, including by customer reporting, IITA may conduct an investigation and will then inform the Organization of any action IITA determines to take in its sole discretion. Such decision may include but not be limited to: (1) suspension of use of the Stamp until Organization is compliant, or (2) complete revocation of the sub-license to use the Stamp. IITA may take any other legal action it is entitled to if a violation takes place.

Should a suspension occur, Organization can make changes as recommended by IITA to come into compliance with the Protocols and then request a new investigation by IITA. If Organization is then found to be compliant with the Protocols the suspension shall be lifted. A third violation will automatically result in revocation.

If a revocation occurs, the Organization will have to reapply and be accepted before using the Stamp. A second revocation will be an absolute bar to requalifying for use of the Stamp.

**9. Changes to Protocols or Stamp**

IITA may decide to cease making available the Stamp at any time and for any reason. Under no circumstances will IITA or its affiliates, suppliers, partners or agents be held liable for any damages due to our decision to cease making the Stamp available.

**10. Use of WTTC and IITA Intellectual Property**

The Organization accepts that all intellectual property rights subsisting in the Protocols and Stamp are owned by, and/or under the control of, WTTC and the IITA has been granted a license to such.

In consideration of the Organization meeting all of its obligations under these Terms, IITA hereby grants to the Organization a non-exclusive, royalty-free, revocable worldwide sub-license to display the Stamp in the form provided by IITA on its websites, marketing materials and other publicly facing materials for the purposes specified herein, and subject to, and accordance with, these Terms.

You must:

I. Not alter or modify the Stamp in any way, except for incorporation of your own logo (as instructed by IITA) or unless WTTC publishes an update to the Stamp requiring you to alter or modify it;

II. Display the Stamp in its entirety;

III. Not use the Stamp in any way that might risk injuring WTTC’s reputation;

IV. Not use the Stamp in any way that breaches local laws applicable to your Organization;

V. Ensure that use of the Stamp is truthful and not misleading;

VI. Not use the Stamp to imply any relationship with, or endorsement or sponsorship by, WTTC;

VII. Not grant any sub-license permitting any third party to exercise the rights granted herein;

VIII. Immediately notify IITA in writing if any of the following matters come to your attention:

a. Any actual, suspected or threatened infringement of WTTC’s intellectual property rights;

b. Any claim made or threatened that the Protocols and/or Stamp infringe the rights of any third party; or

c. Any other form of attack, charge or claim to which the Protocols and/or Stamp may be subject.

The Organization accepts that all intellectual property rights subsisting in the IITA Logo are owned by, and/or under the control of, IITA.

In consideration of the Organization meeting all of its obligations under these Terms, IITA hereby grants to the Organization a non-exclusive, royalty-free, revocable worldwide license to display the IITA Logo with the Stamp in the form provided by IITA on its websites, marketing materials and other publicly facing materials for the purposes specified herein, and subject to, and accordance with, these Terms.

**11. Liability**

To the fullest extent permitted by law, IITA shall not be liable to you or any third party for any costs, expenses, loss or damages (whether direct, indirect or consequential, and whether economic or other) arising from your adherence or non-adherence to the Protocols and/or use of the Stamp, including, but not limited to, any:

I. Loss of profits;

II. Loss of sales or business;

III. Loss of agreements or contracts;

IV. Loss of anticipated savings;

V. Loss of or damage to goodwill; and

VI. Indirect or consequential loss.

Without prejudice to the generality of the above, IITA will not be liable to you for any costs, expenses, loss or damages (whether direct, indirect or consequential, and whether economic or otherwise) associated with a passenger, traveler, guest, customer, employee or other person contracting COVID-19 or any other illness and where you have, in good faith, adhered to the relevant Protocols applicable to your industry.

Our liability to you or any third parties under any circumstance is limited one hundred dollars ($100). Some jurisdictions don’t allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

**12. Indemnity**

You agree to indemnify, defend and hold IITA, its affiliates, agents, suppliers and licensors harmless from all claims, causes of action, allegations, costs, expenses, fees (including reasonable attorneys’ fees), judgments, liabilities, losses, and damages, including those arising out of or in connection with:

I. Any breach of these Terms;

II. Your adherence or non-adherence to the Protocols and/or use of the Stamp;

III. Your exercise of the rights granted under these Terms;

IV. The enforcement of these Terms; and

V. Any claim made against IITA by a third party arising out of or in connection with your adherence or non-adherence to the Protocols and/or use of the Stamp.

**13. Entire Agreement**

These Terms constitute the entire agreement between IITA and Organization and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to use of the Protocols and/or Stamp.

**14. Third Party Rights**

Unless expressly stated otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

**15. Severance**

Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**16. Applicable Law**

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or subject matter or formation shall be governed by and construed in accordance with the law of Commonwealth of Kentucky. You consent to the exclusive jurisdiction and venue of federal and state courts in Kentucky.

**17. No Class Actions**

The parties agree that they each only bring claims against the other on an individual basis. This means: (a) neither of us can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action; (b) an arbitrator can’t combine multiple people’s claims into a single case (or preside over any consolidated, class, or representative action); and (c) an arbitrator’s decision or award in one person’s case can only impact that user, not other users, and can’t be used to decide other users’ disputes.