

Nominee Shield Usage Agreement

Hungary's Leading Online Travel Agency 2025



World Travel Awards ("WTA") grants you ("Nominee") limited permission to use the WTA Nominee Shield provided herein solely in connection with the marketing and promotion of your Nomination for **Hungary's Leading Online Travel Agency 2025** in accordance with the terms and conditions provided below.

You must agree to abide by these terms and conditions before you download, copy, or use the WTA Nominee Shield provided herein. Any such downloading, copying or use indicates your acceptance of these terms and conditions. If you do not agree to these terms and conditions, do not download, copy, or use the WTA Nominee Shield in connection with the advertising, marketing and promotion of your products.

I. NOMINATION

1. Nominee shall use the WTA Nominee Shield only in the manner specified by WTA in the respective Nominee Shield Usage Agreement provided by WTA. The WTA Nominee Shield Usage Agreement may be modified by WTA from time to time.
2. Nominee shall comply with the following terms and conditions:
 - i. Nominee shall use the WTA Nominee Shield solely in connection with the corresponding WTA nomination and not for any other goods and/or services.
 - ii. Nominee shall not use the WTA Nominee Shield in any manner that may disparage, impair the validity, scope, title or goodwill of WTA.
3. Upon request, Nominee shall supply WTA, for WTA's written approval (which shall not be unreasonably withheld), representative specimens of products and marketing, advertising, promotion, and sales materials bearing an WTA Nominee Shield at least ten business days prior to use of said products or materials. WTA will respond within five business days of receipt of said product or materials, and failure to respond will be deemed approval. Following approval, Nominee shall only be required to submit for approval, additional samples that substantially differ from those previously approved.
4. Nominee acknowledges the great value of the goodwill associated with the WTA Nominee Shield and further acknowledges that WTA is the sole and exclusive owner of the WTA Nominee Shield and the goodwill associated therewith. Nominee agrees that it will not, either during or after the term of this Agreement, contest, attack or dispute, or assist another party in contesting, attacking or disputing WTA's title or rights in the WTA Nominee Shield.
5. Nominee shall defend, indemnify and hold WTA harmless from and against any claims, lawsuits, judgements, losses, damages, costs and legal fees at all levels of proceedings arising from an unauthorised or negligent use by Nominee of WTA's Nominee Shield.
 - i. Nominee shall inform WTA, within a reasonable time, of any unauthorised use of the WTA Nominee Shield that comes to the attention of Nominee. WTA shall have the right, but not the obligation, to take action against any unauthorised user.

II. USAGE

Nominee acknowledges that the WTA Nominee Shield shall not be modified to infringe the copyright, trademark or common law rights of any person or entity; and that nothing contained in material produced by the Nominee that incorporates the WTA Nominee Shield will constitute a libel or slander against, or violate or infringe upon any right, common law or otherwise, of any kind or nature whatsoever, of any person or entity, including, without limitation, any right of privacy or publicity. Nominee agrees to defend, indemnify and hold harmless WTA and its licensors, and any of their directors, officers, employees, affiliates or agents, from and against any and all loss, damage, liability and other expenses (including reasonable legal fees), resulting from Nominee's breach of the terms and conditions of this agreement or other improper use of the WTA Nominee Shield.

III. WARRANTY DISCLAIMER

All materials and graphics provided by WTA, including the WTA Nominee Shield, are provided "as is" without warranty of any kind, express or implied.

IV. TERMINATION

1. Nominee's failure to comply with the terms and conditions of this Agreement shall result in an immediate termination of this Agreement.
2. WTA reserves the right to withdraw permission to use the WTA Nominee Shield, in its sole discretion.

V. OTHER

1. Any claim arising under or relating to this agreement shall be governed by and interpreted in accordance with the laws of England.
2. The parties shall endeavour to settle any dispute that arises by direct negotiation between their managing directors or similar senior executives but if direct negotiation does not result in a resolution of the dispute, either Party may require that it be referred to mediation in accordance with the CEDR (Centre for Effective Dispute Resolution) Mediation Rules at present in force.
3. Any dispute that is not settled by direct negotiation or by mediation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
4. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral agreements with respect to the subject matter of this Agreement.

Any use of the WTA Nominee Shield indicates your acceptance of these terms and conditions. If you do not agree to these terms and conditions, do not use the WTA Nominee Shield in connection with the marketing and promotion of your products.