



# SIIA

## PROTECTION CORPORATE ANTI-PIRACY REWARD PROGRAM

### TERMS AND CONDITIONS

1. Rewards will only be paid for reports of corporate end-user piracy submitted to SIIA using SIIA's Corporate End-User Piracy Report Form -- not for an Internet Piracy Report or Reseller Piracy Report.
2. To be eligible for the reward:
  - a. If a report is submitted over the Internet, you, "the source," must completely and accurately complete the entire corporate end-user piracy report form, including a valid e-mail address.
  - b. If the report is submitted by telephone over the SIIA anti-piracy hotline, the source must completely and accurately answer all questions asked by SIIA anti-piracy hotline staff.
  - c. The source must at all times promptly respond to all inquiries and follow up questions from SIIA staff and its attorneys.
  - d. If the source is an employee of the company being reported ("the target company"), the source must have been employed by the company for at least three months.
  - e. If the source is a former employee of the target company, the source must report the piracy to SIIA no more than six months after ties have been severed with the company.
  - f. The source must be willing to provide a written statement that the information furnished to the SIIA is true based on his or her personal knowledge.
  - g. At the time the source submits the piracy report to SIIA, the source must indicate his/her desire to participate in the Reward Program and agree to our terms and conditions for giving a reward by signing the form and mailing it back to SIIA or by clicking "I agree" on the Source Reward Program terms and conditions page.
  - h. The information provided by the source must be deemed reliable and accurate by SIIA, in SIIA's sole judgment.
    - i. The report must not be provided to any other anti-piracy organization.
    - j. The source's submission of the report must not violate any contract or other legally binding agreement between the source and the target company or a third party.
    - k. The target company must have at least one location in the United States.
      - l. The target company must be a for-profit organization.
  - m. The information provided must not have been previously known by or reported to SIIA or its member companies.
  - n. The source must be eligible to work and receive wages in the United States.
  - o. Neither the source nor any family member or relative must have been employed by SIIA or its member companies within the two-year period before the decision to award any reward.
  - p. In the case of a software piracy report, the source cannot be the employee who loaded the pirated software onto the target company's computers and cannot have directed another employee to load the pirated software onto the target company's computers -- unless the source was directed by his or her supervisor to do so.
  - q. In the case of a content piracy report, the source cannot be the employee who illegally copied the content onto the target company's computers or the person who illegally distributed the pirated content using the target's systems or network, unless the source was directed to do so by his or her supervisor. Nor can the source be an employee who directed another employee to illegally copy or distribute the content, unless the source was directed to do so by his or her supervisor.
3. It is in SIIA's sole discretion whether and how to pursue a case. SIIA will pursue legal action only on behalf of the companies that participate in its corporate anti-piracy program.
4. SIIA will keep the identity of the source anonymous unless the source's identity is requested by a law enforcement authority or court subpoena and SIIA is required by law to disclose the identity or the source expressly authorizes SIIA to disclose his or her identity.
5. Within three months after the report is received and processed by SIIA, the source will receive an e-mail from SIIA acknowledging that SIIA received the report and indicating whether SIIA intends to pursue the case.
6. SIIA will not disclose to the source any information about negotiations with the target company or settlement.
7. If either SIIA, an SIIA member company or the target company initiates a civil copyright infringement suit relating to the facts reported by the source in this case, no reward is payable to the source. In such case and to the extent allowable by federal, state or local law or regulations, and by applicable canons of professional responsibility or similar guidelines, SIIA may in its discretion reimburse the source for his or her time and reasonable expenses for submitting the report, responding to SIIA's follow-up questions and attending or testifying. Any reimbursement paid will not be dependent upon nor any way connected to the outcome of the case or the content of the source's testimony if any.

8. No reward is payable unless SIIA pursues a company and, as a direct result of the information provided by the source, receives a monetary payment(s) of at least \$10,000 from the target company as a result of a settlement agreement executed by SIIA and the target company.
9. If SIIA determines that a reward is to be given, it will be issued to the source only after a matter settles and SIIA receives the total settlement amount due from the target company. The reward check will be issued to the source within 60 days thereafter.
10. If all the eligibility requirements are met and the settlement amount paid to SIIA is at least \$10,000, the source will be considered for a reward of \$500. SIIA may increase the reward to as much as \$1,000,000 depending on the amount of piracy reported by the source and the settlement amount collected by SIIA (see reward schedule).
11. Payment of the reward must be otherwise consistent with the objectives of the SIIA anti-piracy program. The amount of the reward will be determined according to the reward schedule in effect at the time the report was received by SIIA.
12. The decision whether to pay a reward and the amount of that award shall be within SIIA's sole discretion. SIIA reserves its right to deny the payment of a reward or to revoke the source reward program at any time and without notice and for any reason.
13. The law of the District of Columbia shall apply to the terms and conditions of the SIIA Reward Program and any disputes arising from or relating to the SIIA Reward Program shall be litigated before a court located in the District of Columbia. All disputes, controversies, or claims arising out of or relating to the SIIA Corporate Anti-Piracy Reward Program (including without limitation the decision whether to pay an award, and the amount thereof) shall be submitted for binding, non-appealable arbitration in the District of Columbia, otherwise in accordance with the applicable rules of the American Arbitration Association then in effect.
14. Rewards will not be available where prohibited by federal, state or local law or regulations, or by applicable canons of professional responsibility or similar guidelines.
15. For legal tax purposes, in order to issue the reward we will need the social security number of the source. The source has the option of providing us with his or her social security number at the time the report is provided to SIIA or at any other time prior to SIIA issuing the reward check to the source. SIIA will use the social security number only for these legal tax purposes. The source is responsible for all federal or state taxes associated with any reward that is issued.