



THE COLLEGIATE LICENSING COMPANY

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Consumers

Finding Collegiate Merchandise

To locate product for a specific college or university, visit the university profile for that institution under the Clients section of this website.

To locate product on-line from some of the top national and regional retailers, visit one of the sites listed below:

- Barnes & Noble - <http://www.bkstore.com/>
- Champs Sports - <http://www.champssports.com>
- Dick's Sporting Goods - <http://www.dickssportinggoods.com>
- Eastbay - <http://www.eastbay.com>
- Fan Store - <http://www.fanstore.com>
- Finish Line - <http://www.finishline.com>
- Follett - <http://www.efollett.com>
- Football Fanatics - <http://www.footballfanatics.com>
- Foot Locker - <http://www.footlocker.com>
- Lids/Hat World - <http://www.lids.com>
- NCAASports.com Store - <http://www.ncaasports.com/store>
- Nebraska Book Company - <http://www.nebook.com>
- The Sports Authority - <http://www.thesportsauthority.com>

Reporting Counterfeit or Infringing Merchandise

Royalties generated through the sales of collegiate merchandise go back to the colleges and universities for scholarship and university development opportunities. Therefore, it is important to stop the sale of unlicensed merchandise to protect the collegiate institutions involved and the integrity of the trademarks that has been established over time.

If you think that you have come across a product in the marketplace that you believe is not licensed or any other infringing use of a college trademark or logo by any individual, company, or organization, please click here to anonymously report it to CLC.

We thank you for your support of our collegiate partners.

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LICENSING COMPANY**



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CLC Website Terms of Use Agreement

The Collegiate Licensing Company ("CLC") is the trademark licensing representative for nearly 200 colleges, universities, bowl games, athletic conferences, the Heisman Trophy and the NCAA ("CLC Institutions"). Based in Atlanta, CLC is a full-service licensing company, which employs a staff of more than 80 licensing professionals with the capability to establish and manage every aspect of a collegiate licensing program.

CLC has established CLC.com to provide a clearinghouse for information about CLC Institutions, licensing materials and licensing services, as well as to provide an online environment for facilitating product and design approval and licensing transactions. CLC and the CLC Institutions welcome you to CLC.com and trust that

the website serves as a useful tool for manufacturers, retailers and other interested persons.

This CLC Website Terms of Use Agreement (the "Agreement") governs your use of CLC.com, including iCLC (the "Site") and supplements terms and conditions of sites accessible through the Site. Set forth below is a description of services accessible through the Site.

iCLC - iCLC is CLC's online product and design approval system. Licensed manufacturers use iCLC to submit designs to CLC and CLC Institutions for approval. Only companies licensed through CLC are eligible to use iCLC. This Agreement governs your use of iCLC.

The Collegiate Exchange ("TCE") - TCE is CLC's online business-to-business trading exchange. TCE is provided by CLC in conjunction with iCongo.com. Through this site, retailers can view catalogs from participating licensees and place orders for collegiate merchandise. Only collegiate retail stores and licensees can participate in this program. There are costs for licensees to participate in TCE. Please visit <http://www.thecollegiateexchange.com> to view terms and conditions specific to TCE.

Logos on Demand - Logos on Demand is an online service provided by J. Patton Sports Marketing, Inc. which allows licensed manufacturers to download digital logos of CLC Institutions. Only licensed manufacturers can participate in this program. There are costs for licensees to participate in Logos on Demand. Please visit <http://www.logosondemand.net/clc> to view terms and conditions specific to Logos on Demand.

Stitches on Demand - Stitches on Demand is an online program provided by J. Patton Sports Marketing, Inc. which allows licensed manufacturers to download pre-approved electronic embroidery files of logos of CLC Institutions. Only licensed manufacturers can participate in this program. There are costs for licensees to participate in Stitches on Demand. Please visit <http://www.logosondemand.net/clc> to view terms and conditions specific to Stitches on Demand.

Websites or services accessible by link to the Site that are operated or serviced by third parties, including Logos on Demand and Stitches on Demand, (collectively the "Linked Sites") are not under the control of CLC, and CLC is not responsible for the contents of the Linked Sites, including, without limitation, links contained on Linked Sites, or any changes or updates to Linked Sites. Notwithstanding this, any of the terms of this Agreement that provide protection for CLC or the CLC Institutions shall apply to the Linked Sites and to TCE. In the event that there are

any discrepancies between the terms of this Agreement and the terms of use for the Linked Sites or for TCE, the terms of use for the Linked Sites or for TCE will control.

Your use of the Site constitutes your acceptance of the Agreement. Your acceptance of the Agreement provides you with a limited and temporary license and permission to use the software and other resources of the Site, which license and permission are freely revocable at any time, with or without cause, and with or without notice, by CLC, as described more fully below. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program. Any questions regarding this policy or any of the online services offered by or through CLC may be sent to clccomments@clc.com.

1. Copyright Rights

All copyrights in the text, images, photographs, graphics, user interface, and other content provided on the Site, coordination, and arrangement of such content, are owned by CLC or its licensors or service providers, to the full extent provided under the United States Copyright laws and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Site for any purposes. Nothing stated or implied on the Site confers on you any license or right under any copyright of CLC or any third party. Any reproduction, copying, or redistribution for commercial purposes of any materials or design elements of the Site is strictly prohibited, without the prior written consent of CLC. Systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from CLC is prohibited.

2. Trademark and Service Mark Rights

The Collegiate Licensing Company, "CLC", "iCLC", the "Officially Licensed Collegiate Products" label, various CLC and service provider trade names and associated logos are the intellectual property of CLC or its service providers. The names and logos of the CLC Institutions are the property of the respective CLC Institutions. Nothing contained on the Site should be construed as granting any license or right to use any mark displayed on the Site without the express written permission of the respective mark owner.

3. Modification of This Agreement

CLC reserves the right to amend this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms of Use to which you are bound. Your use of the Site after the posting of modifications to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this

Agreement, you may not use the services provided on the Site.

4. Links

Third party sites may link without prior permission to the home page of the Site only through a plain-text link. Permission must otherwise be granted by us for any other type of link to the Site. To seek our permission, you may email us at liccomments@clc.com. Any third party website that links to the Site: (a) shall not create a frame, browser or border environment around any of the content of the Site; (b) may link to, but not replicate, Site content; (c) shall not imply that CLC is endorsing or sponsoring it or its products or services; (d) shall not present false information about CLC or its products or services; (e) shall not use CLC or CLC Institution trademarks without the prior written permission from the CLC or the CLC Institutions; and (f) shall not contain content that could be construed as distasteful, offensive or controversial.

Notwithstanding anything to the contrary contained in this Agreement, we reserve the right to deny or rescind permission to link to the Site from any website, and to require termination of any link to the Site, for any reason in our sole and absolute discretion.

5. Obligations

You are required to comply with all applicable laws in connection with your use of the Site, and such further limitations as may be set forth in any written, electronic or on-screen notice from CLC. As a condition of your use of the Site, you represent and warrant that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement.

6. Prohibited Uses Generally

Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Site that:

- (a) is copyrighted, unless you are the copyright owner or valid licensee of such materials;
- (b) reveals trade secrets, unless you own them, or you are the valid licensee of such materials;
- (c) infringes on any other intellectual property rights of others or on the privacy or publicity rights of others, including licensed manufacturers;
- (d) is obscene, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity or in violation of applicable law as determined by CLC in its sole discretion;
- (e) is sexually-explicit;
- (f) constitutes advertisements or solicitations of business, surveys,

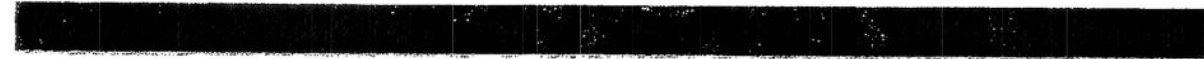
contests, chain letters or pyramid schemes; or
(g) contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You further agree not to:

- (a) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Site, or for purposes of registering for any promotions offered through the Site;
- (b) delete or revise any material or other information of any other user of the Site;
- (c) harvest, collect, or send information about others, including e-mail addresses, without their consent;
- (d) take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;
- (e) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on this Site;
- (f) use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Site to harvest or otherwise collect information from the Site to be used for any commercial purpose;
- (g) allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials; or
- (h) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site.

You further agree not to violate or attempt to violate the security of the Site, including, without limitation:

- (a) accessing data not intended for you or logging into a server or account that you are not authorized to access;
- (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (c) attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the



Site;

(d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or
(e) forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability.

CLC may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. CLC reserves the right (but does not have the obligation) to review postings on the Site, to remove any postings, and to terminate your ability to post to the Site at any time without notice, in its sole discretion. CLC also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

7. Conduct

You are responsible for, and assume all liability associated with, any material you make available or transmit through the Site, including liability for claims of infringement, libel and slander. You may not post, transmit through or otherwise make available on or through the Site (i) any material that violates or infringes in any way upon the rights of others, that is unlawful, defamatory, obscene, abusive, profane, vulgar, sexually explicit, racist, threatening, hateful or otherwise objectionable or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, (ii) without the express written consent of the owner thereof, any copyrighted material, or (iii) without the express prior written consent of CLC any advertising or any solicitation with respect to products or services (unless posted in an area specifically designated for that purpose). Although CLC does not and cannot review every message posted on or transmitted through the Site, CLC shall be under no obligation to permit any material posted or transmitted to remain on the Site, and may remove from, or refuse to display on the Site any material that CLC, in the exercise of its sole discretion, believes violates this Agreement.

8. License Agreement

Any manufacturer that uses iCLC for the purpose of obtaining product or artwork approval must obtain a license for the applicable CLC Institutions and maintain such license in good standing in order to use



iCLC.

9. Notice of Copyright Infringement

If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please provide the CLC Copyright Agent with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Site that is requested to be removed;
- (c) your name, address and daytime telephone number, and an e-mail address if available, so that CLC may contact you if necessary;
- (d) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- (e) a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- (f) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

The CLC Copyright Agent for Notice of claims of copyright infringement on the Site is Bruce B. Siegal, who can be reached at CLC, 290 Interstate North, Suite 200, Atlanta, Georgia 30339.

CLC reserves the right to remove any posted submission that infringes the copyright of any person under the laws of the United States upon receipt of such a statement (or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3)). United States law provides significant penalties for submitting such a statement falsely.

10. Registration, Username, Password, Security.

- (a) Registration. Registration may be required for the use of certain portions of the Site. Your registration shall not impose any duty on us to provide any particular service to you. If the terms of any CLC registration agreement conflict with the terms of this Agreement, the registration agreement shall control.
- (b) Your User Identity. Your username and password will be your identity for purposes of interacting with CLC and other users through the Site.
- (c) User Name, Passwords, and Password Access. You shall keep

confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username, and password for the Site. You shall immediately notify CLC if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Site. In the event of such loss, theft, or unauthorized use, CLC may impose on you, at CLC's sole discretion, additional security obligations.

(d) Security Breaches and Revision. If any unauthorized person obtains access to the Site as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify CLC. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

11. Privacy Policy

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so in the CLC Website Privacy Policy, a copy of which you should review by clicking the [CLC Website Privacy Policy](#) link. You in turn agree and consent to the terms of the CLC Website Privacy Policy by your use of the Site.

12. Access to the Site

In order to access the Site, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

13. Disclaimer of Warranties

THIS SERVICE IS PROVIDED "AS IS." CLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITE, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITE. CLC DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLC DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR

PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, LOSS OF DATA, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SITE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SITE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY CLC OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SITE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

CLC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SITE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THIS SITE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES, INCLUDING, BUT NOT LIMITED TO, CHANGES TO PRICES, DISCOUNTS, AND HOURS OF OPERATION.

14. Limitation of Liability

IN NO EVENT WILL CLC, ITS LICENSORS, SERVICE PROVIDERS, THE CLC INSTITUTIONS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SERVICE, OR ON ANY WEBSITE LINKED TO THIS SITE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THIS SITE OR ANY SITE LINKED TO THIS SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE. IN NO EVENT SHALL CLC OR ANY THIRD PARTY BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SITE, INCLUDING ANY PART THEREOF, OR ANY OTHER CONTENT (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SITE), EVEN IF CLC OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

CLC RESERVES THE RIGHT TO ALTER THE CONTENT OF THIS SITE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES. THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CLC'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL CLC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING UNDER THIS AGREEMENT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

15. Indemnification

Upon a request by CLC, you agree to indemnify and hold harmless CLC, its licensors, service providers and the CLC Institutions and their respective subsidiaries, affiliates, directors, officers, agents, co-branders or other partners and employees from and against all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through this Site, your use of the Site, your violation of this Agreement or your violation of any rights of another.

16. Choice of Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, excluding its conflict of law rules. You expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Georgia, and for matters not susceptible of adjudication in the federal courts, the courts of the State of Georgia located in Cobb County, in all disputes arising out of or relating to the use of this Site.

17. United States Jurisdiction

The Site is operated in the United States of America. We do not represent that content or materials presented on the Site are appropriate or available for use in other locations. If you access the Site from a jurisdiction other than the United States, you agree that you do so on your own initiative, and are responsible for compliance

with local laws, if and to the extent local laws are applicable to your use of the Site.

18. Severability and Integration

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and CLC and governs your use of this Site, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and CLC. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. This agreement may be modified only by our posting on the Site changes to this Agreement, or by a subsequent writing signed by CLC.

19. No Waiver

The failure of CLC to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

20. No Professional Advice

Any information supplied by any employee or agent of CLC, whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance on the use of the Site, and does not constitute legal, accounting or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. CLC makes no representations or warranties concerning any course of action taken by any person following or otherwise using the information offered or provided within or through the Site, and CLC will not be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

21. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CLC or the CLC Institutions as a result of this Agreement or your use of this Site. Nothing contained in this Agreement is in derogation of CLC's right to comply with governmental, court and law enforcement requests or requirements

relating to your use of this Site or information provided to or gathered by CLC with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22. Termination

CLC reserves the right, in its sole discretion, to terminate this Agreement and your access to all or part of this Site, with or without notice and with or without cause. Termination of your access to this Site means the revocation of the limited and temporary license and permission to use the software and other resources of the Site granted to you under this Agreement by CLC. The provisions of this Agreement will survive the termination of your access to the Site and of this Agreement.

23. Notices

CLC may give notices to users of the Site, at CLC's option, by posting a message on the Site, by electronic or conventional mail or by any other means by which users obtain actual knowledge thereof. Notices by users to CLC must be given by electronic or conventional mail. Notices to CLC by electronic mail must be sent to iclccomments@clc.com. Notices to CLC by conventional mail must be sent to: Catherine Singer, CLC, 290 Interstate North, Suite 200, Atlanta, Georgia 30339. Notices by a user to CLC will not change the terms of this Agreement unless the change is expressly accepted in writing by an authorized officer of CLC.

24. Violations.

Please report any violations of this Agreement to CLC at 770/956-0520 or through iclccomments@clc.com.

290 INTERSTATE NORTH CIRCLE SUITE 200 ATLANTA, GA 30339 P 770.956.0520

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