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<u>"My Game Plan Handout"</u>: Two page handout entitled My Game Plan for Playing Baffle Away Bullying that is located in the back matter of the Performance Script, immediately following the final scene (Scene 14) of the Play. Each member of the audience must receive a copy of the My Game Plan Handout.

"Performance Script": The version of the script for Baffle Away Bullying! Interactive Stage Play for Audiences and Educators in K-3rd that must be used during rehearsals in anticipation of a performance for an audience of any size. Sometimes referred to herein as the Play. Access to this script is only available to those who purchase BOTH the Performance Script Photocopy License ("This License") AND the Performance Royalties which grants You the Performance License).

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- II. Non-Exclusive Rights Granted: This License granted to the Licensee allows Your School to make as many hardcopies of the Performance Script of Baffle Away Bullying! Interactive Stage Play for Audiences and Educators in K-3rd (the "Play") as You need for cast, crew, director, stage manager, and artistic team (the "Production Team") and use them in rehearsals and make as many copies of My Game Plan Handout as You need for each audience member under the following terms and conditions:
 - Required Purchase of Performance License: To be able to perform this Play, Your School must purchase BOTH This License AND the <u>Performance</u> <u>Royalties</u> (which grants You the Performance License). This License grants NO rights to perform this Play in front of an audience of any size. Performance of this script without also paying for Performance Royalties is strictly prohibited and constitutes a violation of copyright law.
 - 2. Changing the Performance Script: Under federal law, You may not make any changes, including but not limited to the following:
 - a. <u>You may not add</u> new music, dialogue, lyrics, named characters, or anything to the text.
 - b. <u>You may not delete</u>, in whole or in part, any material in the Play, unless the Performance Script states that a portion may be deleted if the audience is losing focus.
 - c. You may not make changes of any kind, including but not limited to changes of lyrics or dialogue or change in the period, characters or characterizations, unless the Performance Script states that extra, non-speaking, unnamed student characters may be added.
 - d. Notwithstanding the conditions of this Paragraph 3, Sections a-c, if Your performance of this play is open to the public and not a private performance exclusively for the benefit of students at a school, you may change references to "your school," "your teacher," and "teachers" to be more relevant to your venue and audience. For example:
 - i. "Your school" might be changed to "here"
 - ii. "Your teacher" might be changed to "the adult you came here with"

- iii. "Teachers" might be changed to "adults"
- 3. **PDF Script**: The Performance Script will be delivered to You via email in PDF format (the "PDF Script") within one (1) business day of the processing of Your payment for purchasing both This License and Performance Royalties. Your School must designate one (1) person to be responsible for the PDF Script (the "Designee") and make photocopies for the Production Team (the "Printed Scripts") and make photocopies double-sided, if possible of My Game Plan Handout for each audience member at performances. The following conditions apply:
 - a. You may not make digital copies of the PDF Script or the My Game Plan Handout.
 - b. You may not make the PDF Script or the My Game Plan Handout available for download in any way, including but not limited to emailing it, posting it in an online classroom such as Google Classroom, posting it to a cloud drive, etc.
 - c. This License is exclusive to You. Anyone who wishes to make copies of the Performance Script must pay for and receive their own license. You may not forward the PDF Script to anyone at any time.
 - d. Upon expiration of This License (see Section III, Paragraph 1 below), please delete the PDF Script and My Game Plan Handout from where You have been storing them digitally.
 - e. Notwithstanding the terms of this Section II, Paragraph 3, Subparagraphs a-c, if Your safety precautions related to COVID-19 should result in Your rehearsals being online rather than in person, the Designee may deliver the PDF Script to the Production Team electronically via email or by posting it in an online classroom such as Google Classroom, under the following conditions:
 - i. If delivered via email, You must include customerservice@actlikeyoumatter.org as a recipient of the email.
 - ii. If delivered by posting to an online classroom, You must email a link to the posted PDF Script to customerservice@actlikeyoumatter.org.
- 4. **Printed Scripts:** These are printed or photocopied by the Designee and delivered to the Production Team according to the conditions of Section II, Paragraph 3, Subparagraphs a-d or printed at home by the Production Team according to the conditions of Section II, Paragraph 3, Subparagraph e. <u>It is Your responsibility to make sure that the Production Team is aware of the following conditions:</u>

- a. No member of the Production Team may make an extra copy of their Printed Script.
- b. No member of the Production Team may give their Printed Script to anyone who is not a member of the Production Team.
- c. No member of the Production Team may post any of the text in the Printed Script or My Game Plan Handout online or share it digitally (such as taking a photograph of part of the script and texting it to someone).
- d. After the last performance, members of the Production Team are encouraged to either shred their Printed Script or return it to the Designee for shredding in an effort to prevent accidental or unintentional copyright infringement.
- e. We strongly recommend that You make an announcement about the conditions of this Section II, Paragraph 4 at least two times:
 - i. First, when You distribute the Printed Scripts and
 - ii. Again, before the last performance.
- 5. Distribution of the My Game Plan Handout to Each Audience Member: During the Performance, My Game Plan Handout is mentioned many times by the characters in the Play. The members of the audience know that they will be receiving it. The Designee must make as many hardcopies of My Game Plan Handout (double-sided, if possible) as needed to ensure that every audience member receives one. You are responsible for making sure that someone, including but not limited to the Designee or any member of the Production Team, gives a hardcopy of My Game Plan Handout to each audience member. We strongly recommend distributing the handout in one of the following ways:
 - a. If your performance is open to the public, please give copies of the handout to the adults accompanying the children as they enter your venue; then, at the end of each performance, stand by the exits with extra copies in case you missed anyone on the way in.
 - b. If your performance is private and for the benefit of students at a school, please give pre-counted stacks of the handout to the teachers, after their students are seated but before the performance begins.

III. Other Provisions

1. **Expiration Date of License:** This License shall expire 12 months after the purchase date of the Performance Script Photocopy License or immediately following the last performance of the Play, whichever happens first. This License must be renewed for any subsequent production.

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