

## **SOUTHEASTERN CONFERENCE MEDIA CREDENTIALS**

Terms and Conditions for Use

As Revised August 27, 2009

By accepting or using a media credential (“Credential”) for access to any game or athletic contest sponsored or hosted by the Southeastern Conference (the “SEC”) or by any one or more of its member institutions (herein an “Event” or the “Events”) each person and entity issued such a Credential (herein referred to, along with the employer of each such person, collectively as a “Bearer”) agrees to the following terms and conditions:

### General

Each Bearer must be and hereby represents that he or she is acting on a specific assignment for an accredited media agency and has a legitimate working function in connection with the Event attended. The Credential is not transferable and may be revoked at any time.

The rights and privileges granted to Bearer may be terminated if any term or condition for use of the Credential is breached. The unauthorized use of the Credential subjects the Bearer to ejection from the Event.

While within the Event venue, Bearer shall, at all times, adhere to the policies in place for the Event, abide by and respect access limitations, and accept and follow directions provided by the SEC or the SEC member institution(s) hosting the Event.

Bearer assumes all risks incidental to the performance by the Bearer of Bearer’s services in connection with the Event and assumes all risks incidental to each Event, whether occurring before, during or after the actual playing of the Event, and agrees that the SEC, its member institutions, and their respective agents, employees, directors, officers, student-athletes, coaches, and contractors shall not be liable for bodily injury, property damage or theft losses suffered or incurred by Bearer at the Event. Bearer understands that sports contests are physical, and that in the normal course of play it is possible for balls, players, or other objects to leave the court, track, course, or field of play and impact spectators. Bearer hereby waives and releases any and all Claims (as defined below) against the SEC and its member institutions arising directly or indirectly from any such injury, including those attributable to their negligence or that of their agents.

In the event that the name or likeness of Bearer is included in any broadcast, telecast, photograph, film, video or other media taken in connection with any Event, Bearer grants the SEC (or, if the media is controlled by a SEC member, grants such SEC member) the non-exclusive, transferable, perpetual right and license to use (and to sub-license the use of) such name and likeness in any media worldwide whether now known or thereafter devised.

Bearer agrees to indemnify and save harmless the SEC, its member institutions, and their respective agents, employees, directors, officers, student-athletes, coaches, and contractors, of and from any and all claims, liabilities, demands and causes of action asserted by persons and entities other than the SEC and its member institutions (jointly “Claims”) arising out of any act

or omission, or anything done or purported to have been done, by Bearer, including but not limited to Claims arising from Bearer's breach of any term or condition hereof. With respect to any Claim that might give rise to liability of the Bearer as an indemnitor, the indemnified party shall: (a) have the right to fully participate in the litigation of such claim with counsel selected by the indemnified party at the sole expense of the Bearer, and (b) not be obligated, without its consent, to participate in any settlement of such Claim.

### Media—General

Except for video (including any accompanying news audio) and still photographs of the Event shot by Bearer in compliance with the requirements and restrictions of this Credential (herein referred to as "Bearer Generated Video" and "Bearer Generated Photographs," or collectively as "Bearer Generated Images") and news stories written and broadcast by Bearer, to which the copyright vests in Bearer, Bearer acknowledges that all broadcast rights, copyrights, trademarks, and other proprietary rights to the Event, and to the respective names, mascots, logos, uniform designs, and trademarks of the Southeastern Conference and its member institutions are exclusively owed and/or licensed by the Southeastern Conference, its member institutions, and/or third parties with which the Conference or its members have agreements.

Video, film, photographs and other images of an Event (including Bearer Generated Images) may be used, broadcast, sold, licensed or distributed by Bearer only as expressly permitted herein. In addition, for avoidance of doubt, except as permitted herein, Bearer is prohibited from making available any video, film, photograph or other image of an Event (including Bearer Generated Images) to any organization, person or entity without advance written permission from the SEC, even though the planned use may be news or editorial in nature.

Bearer acknowledges that all trademark rights in the names, logos, trademarks, mascots, and uniform designs of the Conference and of the member institutions of the Conference are retained by the Conference and its members. Except for permitted use of broadcast feeds strictly in conformity herewith, nothing in these terms and conditions authorizes or allows Bearer to use any of the trademarks, copyrights or other proprietary or intellectual property rights of the SEC or of its member institutions.

### Bearer Generated Images

The Credential confers on Bearer a limited, non-exclusive and non-transferable right to enter the Event venue or stadium to take Bearer Generated Images of the Event and to use, license, and sublicense such Bearer Generated Images only for news coverage or editorial purposes subject to the limitations and provisions herein, or as otherwise specifically authorized herein; provided, however, if required by the SEC or by the member hosting an Event, and if a broadcast feed of the Event via video and audio distributing facilities is provided by the SEC or its member institution, Bearer shall not take any Bearer Generated Video of the Event and shall use only such feed pursuant to and in conformity with the provisions hereof concerning broadcast feeds.

Notwithstanding any other provision of this Credential, absent the express written permission or authorization of the SEC (with respect to Bearer Generated Video) or the express written

permission or authorization of all SEC member institutions that appear in a photograph, and whose present or former coaches and student athletes appear in a photograph (with respect to Bearer Generated Photographs): (i) Bearer may not sell or license any Bearer Generated Image that features an individual and is licensed, sold or used to profit from the name or likeness of the individual, (ii) this Credential in no respect licenses or conveys to Bearer any rights of publicity, trademark rights, or right to imply an association by Bearer with the Conference or with any of its members or their present or former coaches or student athletes; (iii) except for references by name to the SEC and its member institutions in television news broadcasts, preview shows, and special shows as otherwise permitted herein, Bearer Generated Images may not be licensed, sold or used in connection with the name or trademark of the SEC or any of its member institutions, or for or in connection with endorsements, advertising, or marketing of a product, service, company, or business, (iv) Bearer Generated Images may not be reproduced on products, souvenirs, or clothing, and (v) Bearer Generated Images may not be used in a manner likely to create or that actually creates confusion in the minds of the trade or public that Bearer or its Bearer Generated Images or any elements therein, or any items on which they are reprinted, are sponsored or endorsed by, or are associated or affiliated with the SEC, its member institutions, or their present or former student-athletes or coaches, or that any of such persons or entities licensed Bearer to use their images, trademarks or copyrights.

#### Bearer Generated Photographs

Bearer Generated Photographs may be used (and posted on the internet) in connection with and as part of regular print news coverage, including internet print news coverage. In addition, provided that Bearer complies with the other provisions and restrictions in this Credential (including but not limited to the provisions and restrictions set forth in the preceding section entitled “Bearer Generated Images”) and that Bearer imposes upon and subjects the buyer or licensee to all such provisions and restrictions (as if the buyer or licensee had taken the photograph), Bearer may sell or relicense Bearer Generated Photographs. (Bearer is not restricted or prohibited from imposing additional restrictions, including withholding any and all rights from the buyer or licensee with respect to the Bearer Generated Photograph.) In any such sublicense, so that the SEC may pursue its rights against the licensee and will not be required to pursue Bearer, Bearer shall ensure that the SEC and its member institutions are named as intended third party beneficiaries with the right directly to enforce the requirements and provisions of this Credential against the sublicensee.

#### Broadcast Feeds – Television Use

The Credential confers on Bearer a limited, non-exclusive and non-transferable license (with no right of sublicense) to use broadcast video feeds of the Event only for regularly scheduled television newscasts aired only on television (but not on any form of television available or viewable on the internet, except for a single, non-archived online simulcast by Bearer) within the period expiring at midnight on the seventh day after the Event (*i.e.*, for an Event on Saturday afternoon, the seven day period expires the following Saturday at midnight), and no video (*i.e.*, a video highlight or clip) used for such purposes shall exceed three minutes in length. Bearer may not broadcast any video of game action at an Event that is broadcast live until the Event has been completed. No other uses of broadcast video feeds of the Event are permitted absent the express

prior written consent of the SEC and the member institution hosting the Event. For the avoidance of doubt, Bearer may not sell or relicense images or video from or constituting broadcast video feeds, except as provided below in the section of this Credential entitled “Media Pooling Arrangements.”

#### Bearer Generated Video – Television Use

Bearer agrees to use Bearer Generated Video of game action of the Event only for regularly scheduled television newscasts aired only on television (but not on any form of television available or viewable on the internet, except for a single, non-archived online simulcast by Bearer), and no Bearer Generated Video (*i.e.*, a video highlight or clip) used for such purposes shall exceed three minutes in length. Bearer may not broadcast any video (including Bearer Generated Video) of game action of an Event that is broadcast live until the Event has been completed. No other use of Bearer Generated Video of game action at the Event is permitted absent the express prior written consent of the SEC and the member institution hosting the Event. Provided that Bearer complies with the other provisions and restrictions in this Credential (including but not limited to the provisions and restrictions set forth in the preceding section entitled “Bearer Generated Images”), Bearer may make such uses of Bearer Generated Video that is not of game action at the Event as it deems appropriate or desirable. For the avoidance of doubt, Bearer may not sell or relicense Bearer Generated Video or images therefrom, except as provided below in the section of this Credential entitled “Media Pooling Arrangements.”

#### Preview Shows and Special Shows

On a case-by-case basis, with the prior written consent of the SEC and of all SEC member institutions whose student-athletes or coaches appear therein (in order to ensure that such uses do not conflict with rights licensed to conference and member institution rights holders), Bearer may use broadcast feeds and Bearer Generated Video of the Event in preview shows and special shows produced by Bearer’s news and sports department, which are aired only on television (but not on any form of television available or viewable on the internet, except for a single, non-archived online simulcast by Bearer), and no broadcast feeds or Bearer Generated Video (*i.e.*, a video highlight or clip) used for such purposes shall exceed three minutes in length.

#### Media Pooling Arrangements

To facilitate and in connection with media pooling arrangements and the distribution of photographs for news uses (*e.g.*, by Associated Press) Bearer may sublicense Bearer Generated Photographs only to bona fide media entities and Bearer Generated Video only to television stations solely for such uses as would be allowed hereunder if the accredited media agency had shot the Bearer Generated Images. Bearer shall impose restrictions in any sublicense to ensure that the sublicense cannot further sublicense such Bearer Generated Images and is required to comply fully with the requirements and provisions of this Credential. In any such sublicense, so that the SEC may pursue its rights against the licensee and will not be required to pursue Bearer, Bearer shall ensure that the SEC is named as an intended third party beneficiary with the right directly to enforce the requirements and provisions of this Credential against the sublicensee.

### Internet Use—Video and Audio

Upon execution of a separate agreement with terms and conditions governing the use thereof, Bearer will be afforded access to video and audio of broadcast Events for use on Bearer's official news website(s), at no premium or charge. Otherwise, except as specifically permitted herein (with respect to online, non-archived simulcasts), Bearer shall not post, place, distribute or make available video (or audio from broadcast feeds) of game action of any Event (including any Bearer Generated Video of game action of an Event) on or through the internet or any other new media distribution platform (*i.e.*, any platform other than print media or a form of television not available or viewable over the internet, except for non-archived simulcasts specifically permitted herein) including, without limitation, wireless handsets, podcasts, cell phones or PDAs.

### Blogging

Blogging, including periodic updates of scores, statistics or other brief descriptions of the competition throughout the Event, is acceptable provided that the Bearer conforms to the blogging policies separately published by the SEC, as such policies may be revised from time to time. No Bearer may produce or disseminate in any form a "real-time" description or transmission of the Event in any manner that constitutes, or is intended to provide or is promoted or marketed as, a substitute for television or video coverage of such Event. Bearer agrees that the determination of whether a blog is a real-time description or transmission shall be made by the SEC in its reasonable discretion. If the SEC reasonably determines that a Bearer is producing a real-time description of the Event, the SEC reserves the right to pursue all available remedies against the Bearer and to revoke this Credential.

### Additional General Provisions

Except for sublicenses expressly permitted herein, no rights afforded Bearer may be assigned, transferred or otherwise conveyed to any organization, person, or entity. Any organization, person or entity wishing to use film or video of an Event in any manner not expressly permitted herein must obtain written permission for such usage from the SEC.

Any use not explicitly authorized herein (including but not limited to any secondary use) of any photograph, picture, audio description, audio, videotape, film or drawing of the Event taken or made by the Bearer (including, but not limited to, for non-editorial, advertising, sales promotion or merchandising use) is prohibited without prior written approval as otherwise provided herein.

Unless short (ten to thirty second) live updates are allowed by the SEC or its member hosting the Event, radio stations that have not licensed rights to the Event shall not broadcast any report from the venue on a live basis or broadcast any live description of any Event while it is still in progress.

Bearer agrees that it shall not assert a Claim against the SEC, its member institutions, or any other owner or operator of the Event venue for or as a result of lack of space for broadcasting or production of any media transmission, either live or delayed.

All provisions, restrictions, terms and conditions shall be binding upon Bearer (as defined herein to include both the individual to whom this Credential is issued, and his or her employer) and all of their respective heirs, successors, and permitted assigns.