

SOUTHEASTERN CONFERENCE MEDIA CREDENTIALS

Terms and Conditions for Use

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 without cause.

The rights and privileges granted to Bearer shall automatically terminate 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 and prosecution for criminal trespass.

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 (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

With respect to the Event, Bearer agrees to make no use of any account, description, picture, photograph, video, audio, reproduction, or other information or material subject to protection under the copyright laws of the United States other than in news coverage, editorials, or magazine stories as specifically authorized herein, or with the prior written consent of the SEC. Except for video (with 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”), 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. Except for use for news and editorial purposes as expressly permitted herein, Bearer will not use any photographs, audio, or video of an Event or any Southeastern Conference or member institution name or team name, and Bearer acknowledges that all trademark rights in the names, logos, trademarks, mascots, and uniform designs 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 or to violate any of the trademarks, copyrights and other proprietary or intellectual property rights of the SEC or of its member institutions.

Bearer is prohibited from making available any game film or video of an Event 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. Such film or video may be broadcast only by Bearer as permitted herein.

Bearer Generated Images

The Credential confers on Bearer a limited, non-exclusive and non-transferable license (with no right of sublicense) to take Bearer Generated Images of the Event and to use such Bearer Generated Images only as specifically permitted herein for news coverage of, or magazines, or stories about, the Event, other editorial purposes, and reprints of news pages from Bearer’s publications; provided, however that (a) such use is not likely to create and does not actually create confusion in the minds of the trade or public that Bearer or its reprints or any elements therein, or the items on which they are reprinted, are sponsored or endorsed by, or are associated or affiliated with the SEC or its member institutions, or that the SEC or a member institution licensed Bearer to use its trademarks or copyrights, and (b) 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. Except for distribution of Bearer Generated Photographs to accredited media agencies for legitimate news coverage and in publications sold and distributed by Bearer, Bearer may not resell or license Bearer Generated Images taken at the Events. Without limitation, Bearer may not sell any photograph, video or image that features a single individual and is licensed, sold or used to profit from the name or likeness of the individual.

In exchange for the access granted by the Credential, the SEC (for itself or for any one or more of its member institutions) shall have the right to purchase prints of any published photographs of the Event taken by Bearer (*i.e.*, Bearer Generated Photographs that are published) at the most favorable financial terms offered to third parties for pictures of similar Events (for which no prohibition on sale of photographs is in force), and Bearer hereby grants the SEC and its member institutions a license at no additional charge to use the photographs for news coverage purposes and for display on their official websites and in their official publications. The SEC and its member institutions may not distribute reproductions of the photographs to others or license others to reproduce the photographs.

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 by Bearer (and in 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 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. For the avoidance of doubt, Bearer may not sell or relicense images or video from or constituting broadcast video feeds.

Bearer Generated Video – Television Use

Bearer agrees to use Bearer Generated Video of the Event only for regularly scheduled television newscasts aired only on television by Bearer (and in 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 an Event that is broadcast live until the Event has been completed. No other use of Bearer Generated Video of the Event is permitted absent the express prior written consent of the SEC and the member institution. For the avoidance of doubt, Bearer may not sell or relicense Bearer Generated Video or images therefrom.

Internet Use—Video and Audio

Upon execution of a separate agreement with terms and conditions governing its use, 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 or distribute video (or audio from broadcast feeds) of any Event (including any Bearer Generated Video of an Event) on or through the internet or any other new media distribution platform (*i.e.*, any platform other than print media or over-the-air television) including, without limitation, wireless handsets, podcasts, or cell phones or PDAs.

Internet Use – Photographs

Still photographs of the Event (including Bearer Generated Photographs) may be posted on the internet only in connection with and as part of regular print news coverage, including internet print news coverage. Still photographs of the Event shall not otherwise be posted, placed, or distributed on the Internet.

Blogging

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. Periodic updates of scores, statistics or other brief descriptions of the competition throughout the Event are 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. Bearer agrees that the determination of whether a blog is a real-time description or transmission shall be made by the SEC in its sole discretion. If the SEC deems 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 including but not limited to the revocation of this Credential.

Additional General Provisions

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 specific written approval of the SEC.

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.