



## RECOMMENDED CREDENTIAL PROCEDURES AND LANGUAGE

With football season around the corner, ensuring that effective credential procedures and language are in place is paramount in preventing unauthorized uses of content captured in and around all athletic events. Effective credential procedures and language also make certain that content owners have a chance to properly maximize revenue opportunities from their intellectual property. Within this document, you will find the language and information necessary to properly protect your intellectual property.

Comprehensive credential procedures and credential language provide a first line of defense for content captured in and around athletic events. CI's recommended language and procedures stress the following elements:

- Each credentialed media member must be working on a specific assignment for a legitimate news organization
- Unless authorized via prior written consent, the use of any captured content shall be limited to news and editorial coverage only
- Specific limitations on the use of captured content during an athletic event

New forms of media and new methods of transmitting game information are constantly developing. Many professional leagues have begun to include specific restrictions referencing new media, such as online video, to their event credential language in order to further specify what rights credential bearers do and do not have. Unlike television distribution, there is no "news window" for the distribution of video highlights on the Internet and any and all video appearing on the Internet should be properly licensed.

Prior to the 2009 football season, CI issued recommended new media restrictions in connection with game information taking the form of film, video or digital video recordings of game action ("Video Highlights") which are incorporated into these recommended credential language and procedures. The recommended regulations are as follows:

- Video Highlights may be used only in connection with a regularly scheduled television newscast aired by an accredited news agency ("Accredited Agency") within a seven day period following the game.
- Video Highlights in regularly scheduled television newscasts shall not exceed three (3) minutes in length and cannot be carried live.
- Any text based accounts or descriptions of an athletic event (including a blog) may not be transmitted in real-time without advance written permission.
- Accredited Agencies should be prohibited from utilizing any video highlights captured at an athletic contest on any new media distribution platform including, without limitation, the Internet, wireless handsets, podcasts, etc. without a license.



- Accredited Agencies should not be permitted to display their regularly scheduled television newscasts (which include video highlights captured at an athletic contest) on their website or any third party websites.

The proposed restrictions are similar to the restrictions imposed on Accredited Agencies by several professional sports leagues.

CI understands that many universities have unique relationships with local news organizations and would like to provide these local news organizations the ability to utilize video highlights captured by the local news organization on the Internet in some capacity. If you would like to further explore the options and recommended procedures for instituting a local media policy, please contact your Partner Relations representative.

CI often acts on behalf of its partners to combat infringing uses of content. In such actions, CI relies heavily on citing a breach of credential language and policies. Therefore, it is essential that universities institute credential procedures and language as a first line of defense against infringement. Furthermore, it is important to note that a credential is a privilege and repeated policy violators, whether individuals or agencies, should have their credentials revoked.

Below you will find:

- (1) Credentialing Process - Recommended Steps for Media Coordinators
- (2) Recommended Credential Language (Long Form)
- (3) Recommended Credential Language (Short Form)
- (4) Recommended Ticket Back Language (Long Form)
- (5) Recommended Ticket Back (Short Form)
- (6) Recommended Real-Time Internet Policy

Please feel free to contact Gregg G. Brandon, CI's General Counsel, at [gbrandon@collegiateimages.com](mailto:gbrandon@collegiateimages.com) or 407.404.5604 regarding any questions about the recommended credential procedures and language.



## **Credentialing Process- Recommended Steps for Media Coordinators**

CI recommends the following steps for the 2010 football season to ensure all of our partners are afforded the necessary protections to properly enforce their valuable content rights.

1. The online credential process should include a requirement that each applicant acknowledges and agrees to certain requirements and restrictions before being approved for a credential.
2. In advance of the 2010 football season, CI and/or the School Athletic Departments should advise the media agencies in the schools' local and regional areas of the restrictions pertaining to the use of content captured in and around athletic events.
3. Each credentialed individual should be required to acknowledge and agree to certain requirements and restrictions by signing a hard copy of an acknowledgement form before being issued a credential at athletic events. Please contact CI for a sample acknowledgement form.
4. The Athletic Department should retain all hard copies of the acknowledgement forms.
5. The Athletic Department should direct all media inquires about intellectual property infringements to CI and/or a designated individual within the School Athletic Department.

### **Recommended Credential Language (Long Form)**

#### **NOTICE OF CREDENTIAL USE CONDITIONS**

This working credential ("Credential") is issued as a courtesy to an accredited agency (the "Agency") for the sole purpose of providing stadium or venue access to an individual representative of the Agency (the "Representative") who has a legitimate working function in connection with the event for which this credential is issued (the "Event"). This Credential is non-transferable and may be revoked at any time without cause. Any unauthorized use of this Credential or violation of its terms subjects the Representative to ejection from the Event stadium or venue(s), revocation of the Credential and prosecution for criminal and civil trespass and other legal action, and subjects the Agency to revocation of its access to future Events, as the [insert conference or school] or its affiliates, agents or employees (collectively, the "[insert school or conference]") determines at its sole discretion.

This Credential (if issued for a media function) authorizes the use by the Agency, solely for news and editorial coverage of the Event, of any descriptions, accounts, photographs, films, audio or video recordings, or drawings of the Event or of any player interviews, press conferences or other stadium activities related to the Event taken, made, created or compiled by the Agency or the Representative while attending the Event (collectively, "Agency Materials"). For the avoidance of doubt, Agency Materials may not be exploited by the Agency at any time for any purpose other than news and editorial use. Any other use or attempted use by the Representative or the Agency, including any distribution of Agency Materials, including any distribution of Agency Materials to third parties for their use (whether before or after the conclusion of the Event, and whether or not for editorial purposes) and any authorization of any



third party to redistribute Agency Materials is expressly prohibited, unless the Agency has obtained the advance written permission of the [insert conference or school] for such other use. As between the Agency, the Representative and the [insert conference or school], the [insert conference or school] is the exclusive owner of all copyrights, trademarks and other proprietary rights in its names, logos and uniformed designs, and in the Event and all materials (in any and all media) related thereto, except for Agency Materials created pursuant to this credential (to the extent they do not incorporate materials owned by the [insert conference or school] in accordance with the foregoing).

The Agency and Representative further agree that any Agency Materials taking the form of film, video, or digital video recordings (“Video Highlights”) may only be used in connection with a regularly scheduled television newscast aired by the Agency within a seven (7) day period following the Event, and further agree that the use of Video Highlights from the Event in such newscasts shall not exceed three (3) minutes in length. Use of Video Highlights in any other manner or on any media distribution platform without the advanced written permission of the [insert conference or school] and, [Collegiate Images, LLC, where applicable], is expressly prohibited. Any agency wishing to use film or video in any other manner must obtain written permission for such usage from [insert conference or school] or [Collegiate Images, LLC, where applicable]. Representative and Agency shall not transmit or display any video, audio, pictures, photographs or other non-text based accounts or descriptions of the Event or any text based accounts or descriptions of the Event (including without limitation, any web log, blog, online journal or other web based publication) in any media while the Event or the live network presentation of the Event is in progress, except with the advance written permission of the [insert conference or school].

The Agency and the Representative assume all risks incident to, and hereby release the [insert conference or school] from, any and all liability arising in connection with, attending the Event and creating and using Agency Materials. The Agency and the Representative agree to indemnify and hold harmless the [insert conference or school] from and against any and all liability, loss, damage or expense resulting from or arising out of the issuance of this Credential, the Representative’s presence in the stadium or venue, or any other activity of the Agency or Representative in connection with the Event, however caused, whether by negligence or otherwise (including without limitation, any claims that Agency Materials infringe the intellectual property rights, publicity rights or other rights of any third party). Acceptance of this credential constitutes agreement by the Representative and the Agency to abide by the foregoing conditions.

### **Recommended Credential Language (Short Form)**

#### **NOTICE OF CREDENTIAL USE CONDITIONS**

This working credential (“Credential”) is issued as a courtesy to an accredited agency (the “Agency”) for the sole purpose of providing stadium or venue access to an individual representative of the Agency (the “Representative”) who has a legitimate working function in connection with the event for which this credential is issued (the “Event”). Any unauthorized use of this Credential or violation of its terms subjects the Representative to ejection from the Event stadium or venue(s) and revocation of the Credential. This Credential is non-transferable and may be revoked at any time without cause.



This Credential authorizes the use by the Agency, solely for news and editorial coverage of the Event, of any descriptions, accounts, photographs, films, audio or video recordings, or drawings of the Event. Any other use or attempted use by the Representative or the Agency is expressly prohibited, unless the Agency has obtained the advance written permission of the [insert conference or school] for such other use. The Representative shall not use more than three (3) minutes of video highlights from the Event, and such usage shall be limited to a regularly scheduled television newscast aired by the Agency within a seven (7) day period following the Event.

Representative assumes all risk of harm while covering this Event. The Agency and the Representative agree to indemnify and hold harmless the [insert conference or school] from and against any and all claims arising out of any acts or omissions of the Representative.

Acceptance of this credential constitutes agreement by the Representative and the Agency to abide by the foregoing conditions.

### **Recommended Ticket Back Language (Long Form)**

#### **THIS TICKET IS A REVOCABLE LICENSE/USER ACCEPTS RISK OF INJURY**

By use of this ticket, the ticket purchaser/holder (“Holder”) agrees that: (a) he or she shall not transmit or aid in transmitting any information about the game to which it grants admission, including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the game (collectively “Game Information”); (b) the [insert conference or school], as applicable, is the exclusive owner of all copyrights and other proprietary rights in the game and the Game Information; and (c) the [insert conference or school], and each of their respective agents, players, officers, employees and owners (the “[insert conference or school] Entities”) and certain sponsors and licensees of such [insert conference or school] Entities shall have the unrestricted right and license to use his or her image, likeness, name, voice, comments or other proprietary or public rights and that of any minor accompanying ticket holder in any broadcast, telecast or photograph and/or video and/or audio sound recording taken in connection with the game or other transmission or reproduction in whole or in part of the game, for all purposes, without compensation.

The holder voluntarily assumes all risks incident to the event, including the risk of lost, stolen or damaged property or personal injury. The [insert conference or school] may revoke this license and eject or refuse entry to the holder for violation of venue rules, illegal activity, misconduct or failure to comply with any and all security measures. Holder may not bring umbrellas, alcoholic beverages, bottles, cans or containers, laser pointers, irritants (e.g., artificial noisemakers), videotape cameras, strobe-lights or any type of weapon (which the [insert conference or school] may deem a weapon) onto the premises. The [insert conference or school] reserves the right to limit backpacks, large bags and similar items. Holder consents to a reasonable search of all items being carried onto premises. Promotional items (e.g., shakers, cups, flags, etc.) with commercial slogans or identification also are prohibited unless distributed by [insert conference or school] upon entry onto the premises. Noncommercial signs, flags or banners that, in the opinion of [insert conference or school], reflect good sportsmanship, can be held by one individual and do not block the view of other ticket patrons, are permitted. No signs, flags or banners may be affixed to the



facility.

The holder voluntarily assumes all risk associated with the purchase of this ticket from anyone other than the [insert conference or school] or its designated agents. This ticket may not be used for advertising, promotion (including contests or sweepstakes), or other trade or commercial purposes without the express written consent of the [insert conference or school]. This ticket is valid only for the date and time specified on the ticket face. Tickets reported as lost or stolen may not be honored and may not be replaced, nor the price refunded.

The [insert conference or school] reserves the right, without refund of any portion of the purchase price, to revoke the license granted by this ticket and refuse admission or eject any person who appears intoxicated or whose conduct is deemed by the [insert conference or school] to be disorderly or unbecoming or who uses vulgar or abusive language. Use of this ticket constitutes acceptance of these terms.

**NO REFUNDS, NO EXCHANGES, NO RE-ADMISSION**

### **Recommended Ticket Back Language (Short Form)**

**THIS TICKET IS A REVOCABLE LICENSE/USER ACCEPTS RISK OF INJURY**

By use of this ticket, the ticket purchaser/holder (“Holder”) agrees that: (a) he or she shall not transmit or aid in transmitting any information about the game to which it grants admission, including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the game (collectively “Game Information”); and the [insert conference or school], and each of their respective agents, shall have the unrestricted right and license to use his or her image, likeness, name, voice, comments or other proprietary or public rights and that of any minor accompanying ticket holder in any broadcast, telecast or photograph and/or video and/or audio sound recording taken in connection with the game or other transmission or reproduction in whole or in part of the game, for all purposes, without compensation.

The holder voluntarily assumes all risks incident to the event, including the risk of lost, stolen or damaged property or personal injury. The [insert conference or school] may revoke this license and eject or refuse entry to the holder for violation of venue rules, illegal activity, misconduct or failure to comply with any and all security measures.

The holder voluntarily assumes all risk associated with the purchase of this ticket from anyone other than the [insert conference or school] or its designated agents. This ticket may not be used for advertising, promotion (including contests or sweepstakes), or other trade or commercial purposes without the express written consent of the [insert conference or school]. This ticket is valid only for the date and time specified on the ticket face.

**NO REFUNDS, NO EXCHANGES, NO RE-ADMISSION**



## Recommended Real-Time Internet Policy

Acceptance and use of a [insert conference or school] media credential constitutes an agreement by the bearer to abide by the following terms and conditions:

1. Subject to the following limitations and conditions, the [insert conference or school] grant accredited media organizations the limited license to use certain gathered information on the media organization's website only, beginning at the start of the [insert conference or school] event and continuing until the conclusion of the [insert conference or school] event.

(a) No more than ten (10) photographs may be used for news and editorial coverage of a [insert conference or school] event. Any use of such photographs must be time delayed, i.e., no sooner than at least five (5) minutes after the happening of the event depicted in the photograph.

(b) Except for any right that may be granted by the [insert conference or school] to a media rights holder, live text, audio or video play-by-play accounts originating from the stadium are strictly prohibited.

(c) Score updates of a [insert conference or school] event are permitted at the conclusion of each quarter or period, and upon the conclusion of the event.

(d) The use of any textual statistical information must be time delayed and limited in amount such that scores, injuries, record-breaking performances and/or score summaries may only be distributed at the conclusion of each quarter, halftime and upon the conclusion of the game. The media organization's online coverage of a [insert conference or school] event may not, under any circumstances, conflict with the media rights holders exclusive rights to distribute play-by-play accounts of the games.

2. In the event any of the above-referenced terms and conditions are breached, the [insert conference or school] reserves the right to revoke the media credential and deny the respective media organization future credentialed access to a [insert conference or school] event.