

Credential Use Conditions – 2019 NFL Season

1. Binding Agreement

Acceptance of credentialed access to a Game or Event (each as defined below) constitutes agreement by the Accredited Organization (as defined below) and the Bearer (as defined below) to be bound by (1) the following terms and conditions (the “Credential Use Conditions”), which are also available at <https://nflcommunications.com/Documents/Credentials.pdf>, (2) to the extent required by the host Club, an executed 2019 Liability Waiver Release (necessary and applicable for anyone being granted access to the playing field), and (3) the NFL Official Rule Book governing access to the playing field area, which can be found at <https://nflcommunications.com/Pages/2019-Official-Playing-Rules.aspx>, as well as any other rules that may be issued by or on behalf of the National Football League and/or member clubs of the National Football League (each, a “Member Clubs” and collectively, the “Member Clubs”, including their agents and employees) regarding field and stadium access.

2. Purpose

The credential card provides privileged and revocable access to an organization (the “Accredited Organization”) for the sole purpose of authorizing, under certain terms and conditions, access to a designated Member Club stadium and/or facility or to a designated NFL event for an individual (the “Bearer”) who is working for, or on behalf of, the Accredited Organization and has a legitimate working function at the game or event for which this credential is issued (the “Game” or “Event”, as applicable). It may not be transferred by the Bearer or the Accredited Organization to which it is directly issued and the Bearer may use it only and directly for or on behalf of the Accredited Organization for the purposes permitted by these Credential Use Conditions. Any unauthorized use of the credential card subjects the Bearer to ejection and prosecution for criminal trespass and subjects the Accredited Organization to revocation of its credentials for future NFL games or events. A League Entity (as defined below) or the applicable Member Club, at its sole discretion, may revoke any Accredited Organization’s or individual Bearer’s credentials. For purposes of these Credential Use Conditions: (i) “League Entities” means the National Football League, its affiliates and each of their agents and employees; and (ii) “NFL Entities” means the League Entities and the Member Clubs. The NFL Entities are intended third party beneficiaries of the Credential Use Conditions with full rights to enforce such terms.

3. Permitted Uses

- a. The credential card authorizes (i) the use by the Accredited Organization only, solely for news and editorial coverage purposes in accordance with the terms hereof, of descriptions, accounts, film, video or digital still images from the applicable Game or Event, or of player or personnel interviews, press conferences or other activities related to such Game or Event (collectively, “Game and Event Material”) taken, made, created, or compiled by the Accredited Organization or the Bearer, and (ii) the limited use by the Accredited Organization of any NFL Entity logos or trademarks (the “Marks”) in connection with the uses of the Game and Event Material authorized herein. Any other use or attempted use by the Bearer or the Accredited Organization of Game and Event Material or Marks are expressly prohibited, unless the Accredited Organization has obtained the advance written permission of the applicable League Entity. Such prohibited uses of Game and Event Material include, without limitation, the following: (x) any distribution of Game and Event Material to third parties other than ultimate consumers (*e.g.*, newspaper readers) for such third party’s use (whether before or after the conclusion of the Game or Event, and whether or not for editorial purposes), (y) any purported authorization by an Accredited Organization of any third party to redistribute Game and Event Material (*e.g.*, play-by-play data feeds), and (z) any non-editorial use of Game and Event Material or Marks, including in connection with or as part of commercial products distributed in any medium (*e.g.*, apparel, posters, commemorative programs or other types of souvenir or other merchandise or sponsored content). Additionally, while at the Game and/or Event, the Accredited Organization and

Bearer are prohibited from providing exposure to any third-party brand(s) (e.g., marks, logos) for commercial, marketing or publicity purposes including, for example, through exposure of third-party brands on apparel or equipment worn or used by Bearer.

- b. The Accredited Organization may supplement its traditional media distribution platform (e.g., newspaper, television, radio) with other new media distribution platforms that it controls (e.g., websites, official social media accounts, applications, podcasts), provided that, with respect to such new media distribution platforms: (i) any use of film or video or digital still images is limited to a reasonable amount or number (as applicable), and used only to illustrate or support news and editorial coverage of the Game or Event (as opposed to use in connection with or on commercial products, e.g., apparel, posters, commemorative programs, or other types of souvenir or other merchandise, or sponsored content) purposes; (ii) any use of film or video or digital still images is not used to create Simulated Video (as defined in Section 4.a below) of game action; (iii) no video (as defined in Section 4.a below) of game action is used (except that, if the Accredited Organization is a television broadcaster, Game or Event highlights may be shown as part of a single, non-archived, online “simulcast” of any regularly scheduled television news programming the Accredited Organization may broadcast, provided it adheres to the limits on such broadcasts set forth below); and (iv) use of non-game audio and video content obtained as a result of credentialed access (e.g., press conferences, training camp, practice and/or interviews at NFL venues or events): (1) must be limited to 90 seconds maximum per day (180 seconds maximum -- 90 seconds per team -- in two-team markets), (2) may not be posted or streamed “live” or in real time in any form or medium and may not be archived (i.e., made available for on-demand public access for more than 24 hours after posting), (3) may appear only in an editorial context (i.e., no sponsorship, merchandising or advertising integrated with or around the content, including digital advertising), and, and (4) must be accompanied by links back to NFL.com and to the applicable Member Club’s web site.
- c. Any proposed use of Game and Event Material that is more detailed and/or immediate than that described herein or which exceeds the limits set forth herein, and any exceptions to the prohibitions set forth herein, requires a separate license from the applicable League Entity.
- d. The 2019 NFL credential also imposes limits on the use of video and audio content from an NFL game. Game video content (including all game action and all ancillary on-field activities occurring inside the stadium on gameday) may be used only in accordance with the 2019 NFL Video Highlights License, which is both attached hereto and available at NFLcommunications.com. Game audio content (“Audio Highlights”) is subject to the following limitations: (a) Audio Highlights may only be used as part of a regularly scheduled news program that regularly includes segments on news, sports and weather; or regularly scheduled sports wrap-up shows that cover all sports and do not focus disproportionately on the NFL at any time; (b) no Audio Highlights may be used from games in progress; (c) on game days, up to two minutes of Audio Highlights from any one game played that day may be used but no more than a total of six minutes of Audio Highlights from all games played that day may be used; (d) on non-game days, up to one minute of Audio Highlights from any one game played in the preceding six days may be used but no more than a total of two minutes of Audio Highlights from all games played in the preceding six days may be used; and (e) in no case may Audio Highlights be used in connection with or associated with any third party (e.g., a sponsor).

4. No Video of Game Content; No Streaming

- a. The credential card does not authorize the Bearer to create or use or transmit video, or to animate, sequence, loop or otherwise manipulate film or digital still images to appear to be video (“Simulated Video”) of game content (including game action and any ancillary on-field activities). Even if issued to video personnel who are Bearers, the credential only authorizes the Bearer to create video of non-game activities (e.g., player interviews, press conferences) for use in accordance with the terms below. The creation of video of game content from the sideline requires, and is subject to the terms of, a separate, signed Sideline Video Access Agreement.
- b. Streaming of any Game and Event Materials while the Game is being played or the Event is occurring—in any form, medium, or duration—is prohibited under the terms of these Credential Use Conditions.

5. **No Play-by-Play**

While a Game or Event is in progress, the Accredited Organization's and Bearer's distribution of Game and Event Material must be time-delayed and/or limited in amount (e.g., score updates with detail given only in quarterly game updates, fewer than 10 photographs during the game) and may not, under any circumstances, involve, constitute, serve as a substitute for, or otherwise approximate, a play-by-play or statistical account or depiction of a Game or Event in any medium.

6. **Risk**

The Accredited Organization and the Bearer: assume all risk incident to the performance by the Bearer of his or her services; assume all risk incident to attending Games and Events; agree that the NFL Entities have no responsibility for any equipment in use in the stadium; agree to waive any and all claims of bodily injury or damage to property that they might have against the NFL Entities arising out of the issuance of the credential card or the Bearer's presence in the stadium; and agree to indemnify and hold harmless the NFL Entities from and against all liability, loss, damage or expense resulting from or arising out of the issuance of the credential card or the Bearer's presence in the stadium, except to the extent such liability, loss, damage or expense arises out of the willful or intentional misconduct of the NFL Entities. The Accredited Organization and the Bearer also agree that they are not acting for the NFL Entities in any manner whatsoever and are not employees or agents of the NFL Entities. The Bearer and his or her belongings may be searched upon entry into the stadium or other NFL or [CLUB NAME] facility and/or other security checkpoints, and the Bearer consents to such searches and waives any claims that he or she might have against the NFL Entities in connection therewith. If the Bearer fails to consent to such searches, it is agreed and understood that he or she will be denied access to the stadium or other facility. Any Bearer who is deemed disorderly, or who fails to comply with these Credential Use Conditions or any and all security measures, shall be subject to, if appropriate, ejection from the stadium or other facility and prosecution, and shall subject the Accredited Organization to revocation of its credentials for future Games and Events. Admission may be refused or withdrawn or the Bearer ejected, or credentials revoked, in the sole discretion of the NFL Entities. If admission is refused or withdrawn, Bearer is ejected, or a credential is revoked, or if the game is cancelled and not replayed, the Bearer and/or Accredited Organization will not be entitled to consequential, incidental, indirect, exemplary, or special damages of any kind.