

## **Terms and Conditions for Use of Credentials**

Each individual (“Bearer”) using this credential for access to any NCAA championship game or related events including, without limitation a practice, press conference, interview, or other activity associated with such NCAA championship (the “Events”), on behalf of his or her employer or assigning news organization (“Employer”), agrees to the following:

### **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 conjunction with the Event attended. The credential is not transferable and may be revoked at any time with or without cause.

The rights and privileges granted to Bearer shall automatically terminate if any term of this credential shall be breached. The unauthorized use of this credential subjects the Bearer and his or her Employer to ejection from the facility and prosecution for criminal trespass, without limiting any other rights and remedies at law or in equity.

Bearer shall display the issued credentials at all times and consents to the reasonable inspection of his or her person and property before entering the venue and/or during an Event. While within the venue, Bearer shall, at all times, adhere to the policies in place for the Event, as well as access limitations, and direction provided by the NCAA and its designated agents.

Bearer assumes all risks incidental to the performance by the Bearer of Bearer’s services in connection with the Events and assumes all risks incidental to the Events, whether occurring before, during or after the actual playing of the Events, and agrees that the NCAA, its member institutions, and their respective employees, directors, officers, student-athletes, coaches, and contractors shall not be liable for injuries or loss of personal property or equipment connection therewith.

Bearer further agrees to release the NCAA and all persons and educational institutions involved in the management or production of the competition from any claim or liability arising from failure to provide space for telecasting/broadcasting, or other facilities for the television/radio station, Internet media, network, cable system, or other media entity.

In the event that the name or likeness of the Bearer is included in any broadcast, telecast, photograph, film, video or other media taken in connection with the Events, the Bearer grants the NCAA 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 the NCAA and save harmless the NCAA, its officers, agents, contractors, employees, and each of its member institutions, their officers, agents and employees, of and from any and all claims, demands, causes of actions, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of anything done or purported to have been done by Bearer or his/her Employer, including but not limited to Bearer's breach of any term of the credential. With respect to any claim that might give rise to liability of the Bearer as an indemnitor, the NCAA shall: (a) have the right to fully participate in the litigation of such claim with counsel selected by Bearer and approved by the NCAA at the sole expense of the Bearer; and (b) not be obligated, without their consent, to participate in any settlement of such claim.

## **Media**

The use of any account, description, picture, photograph, video, audio, reproduction, or other information concerning the Events other than for news coverage of, or magazines, books or stories about, the Events is prohibited, except (a) with the prior written consent of the NCAA or its designee or (b) as specifically licensed herein. Nothing in these terms and conditions authorizes or allows Bearer to violate any of the NCAA trademarks, copyright and other proprietary rights.

If video and/or audio of the Event is distributed by an NCAA rightsholder, Bearer may only utilize the network feed provided by the NCAA or its designee and Bearer may not alter the feed in any manner without prior approval of the NCAA (e.g., removing network graphics or bugs/logos). If the Event is not distributed by an NCAA rightsholder, Bearer may produce its own video and/or audio highlights from the Event pursuant to such conditions and in such area as designated by the NCAA. Bearer agrees to the terms and conditions of the [NCAA Footage and Audio Usage Policies](#).

Real-time transmission of streaming video, digital images, real-time audio, including play-by-play and statistics, of any game of the championship is exclusive to the NCAA's Web site and/or any other Web site designated by the NCAA and its rightsholders. "Real-time" is defined by the NCAA as a continuous play-by-play account or live, extended live/real-time statistics, or detailed description of an Event.

A Bearer may blog during any Event, provided that such blog may not produce in any form a "real-time" description of the Event (i.e., any simulation or display of any kind that replicates or constitutes play-by-play of a material portion of an Event, other than periodic updates of scores, statistics or other brief descriptions of the Event) as determined by the NCAA in its sole discretion. If the NCAA deems that Bearer is producing a real-time description of the contest,

the NCAA reserves all actions against Bearer, including but not limited to the revocation of the credential.

The NCAA is the owner of trademarks, copyrights, and other proprietary rights in the Event and in and any telecast, broadcast, transmission or recording thereof, and no rights are conferred to, or intended to be conferred to, or created on behalf of, Bearer or his or her Employer. Member institution name, logo, mascot, and other intellectual property of a school, is controlled by each member institution. The member institution name and team name may be used for news purposes directly related to their participation in the Event.

The credential confers on Bearer a limited, non-exclusive and non-transferable license to take photographs of the Events, and to allow the entity that engaged the Bearer to take the photographs to use such photographs, only for news coverage of, or magazines, or stories about, the Events, other editorial purposes, and reprints of news pages from such entity's publications, provided that such use is not likely to create, or 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 NCAA or that the NCAA licensed Bearer to use their trademarks or copyrights. Neither the Bearer nor the entity that engaged the Bearer may sell photos taken at the Events to third-party entities including but not limited to other commercial entities or the general public.

In exchange for the access granted by the credential, the NCAA shall have the right to purchase prints of any published photographs taken by the Bearer in connection with the credential, at the best financial terms offered to third parties, and such the NCAA shall be licensed at no additional charge to use the photographs for news coverage purposes only. The NCAA may not distribute reproductions of the photographs to others or license others to reproduce the photographs.

Any secondary use of any picture, audio description, videotape/film or drawing of the game taken or made by the accredited organization or individual to whom this credential has been issued (including, but not limited to, non-editorial, advertising, sales promotion or merchandising) is prohibited without prior specific written approval of the NCAA or its designee.

Radio stations that have not purchased rights shall not carry any broadcast report from courtside on a live basis or any live description of any game action while it is still in progress and are subject to all other requirements as listed in the [NCAA Audio Policies](#).

## **NCAA Championship Videographer**

The NCAA Championship Videographer policy is intended to protect the broadcast rights sold to the NCAA media partners, while providing NCAA member institutions the ability to capture and utilize championship footage.

Institutional videographers will be permitted to capture competition footage from the still photographer areas. These areas are designated by the championship sports committees in conjunction with the championship media coordinator. Each institution will be permitted to have one videographer for this purpose and will only be permitted to capture footage of events/contests in which it is participating. In addition, institutional videographers will be permitted inside the locker room, with approval of the institution's head coach, during periods that are off limits to general media.

The NCAA will grant the institution permission to videotape this NCAA championship event for non-commercial uses only. Non-commercial uses include institutional banquet videos, recruiting videos, institutional PSAs, video boards, and institutional athletic halls of fame. In addition, the NCAA will permit institutions to use institutional videographer footage captured for two commercial uses: 1) use on the official institution athletic website, and 2) institution coach's shows. Bearer agrees to the terms and conditions of the [NCAA Championships Team Videographer Policy](#).

10/7/2011