

## **Terms and Conditions for Use of Credentials — Coastal Carolina University**

Each individual or entity signing for or using a credential for access to Coastal Carolina University games, news conferences, practices or other game related activities (collectively, the "Events"), and his/her/its employers (each signer, user and employer, a "Bearer"), agrees to the following conditions:

### **General**

Each Bearer attending one of the Events using a credential represents that such Bearer is acting on a specific assignment for an accredited agency. Bearer is a full-time salaried employee of the accredited agency (or serving in a student or University media capacity) and has a legitimate working function in connection with the Events. The credential is not transferable and may be revoked at any time without cause. Any unauthorized use of the credential or violation of the policies set forth herein subject Bearer and/or the accredited agency to ejection from the Event, revocation of the credential, denial of access to future Events, prosecution for civil or criminal trespass and any other remedies available under the law.

While within the venue, Bearer shall, at all times, be subject to the direction and/or supervision of Coastal Carolina University 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 Coastal Carolina University, and its respective employees, directors, officers, student-athletes, coaches, and contractors shall not be liable for injuries or loss of personal property or equipment resulting in such causes.

In the event that the name or likeness of any individual using the credential is included in any broadcast, telecast, photograph, film, video or other media taken in connection with the Events, such individual grants Coastal Carolina University the non-exclusive, transferable, perpetual right and license to use (and to sublicense the use of) such name and likeness in any media worldwide whether now known or thereafter devised.

Bearer agrees to indemnify Coastal Carolina University and hold harmless Coastal Carolina University and their officers, agents, contractors, employees, of and from any and all claims, demands and causes of action 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, Coastal Carolina University shall: (a) have the right to fully participate in the litigation of such claim with counsel selected by Bearer and approved by Coastal Carolina University 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 accounts, descriptions, pictures, photographs, video or audio recordings, reproductions of, or other information concerning the Events (the "Event Information") for purposes other than for news coverage of the Events, or for First Amendment-protected purposes, is prohibited, except (a) with the prior written consent of Coastal Carolina University or (b) as specifically licensed herein. Nothing in these terms and conditions authorizes or allows Bearer to violate any of Coastal Carolina University trademarks, copyright and any other proprietary rights.

The accredited agency agrees that any videos may be used only in connection with a regularly scheduled television newscast within a seven (7) day period after the game and the film clip or video portion of each such showing shall not exceed three (3) minutes in length. The accredited agency may not air highlights of any game until the live telecast of the game by the rights holding television network has concluded without advance written permission from Coastal Carolina University.

Television stations, networks, cable systems, participating institutions or their designees, are prohibited from making available game film or video to any other organization without advance written permission from Coastal Carolina University, even though the planned use may be editorial in nature. Such film or video may be aired only by the specific station or entity to whom the credential is issued. These rights may not be assigned, transferred or otherwise disposed to any person, firm, corporation or any other entity. Any agency wishing to use Coastal Carolina University film or video in any other manner must obtain written permission for such usage from Coastal Carolina University.

Real-time transmission of streaming video, digital images, real-time audio, including play-by-play and statistics, of any game is exclusive to Coastal Carolina University. "Real-time" is defined as "live, continuous play-by-play or description of an event."

Bearer and accredited agency acknowledge that Coastal Carolina University is the exclusive owners of all copyrights, trademarks and other proprietary rights to the respective names, mascots, logos and uniform designs and to the Events, except with respect to materials created by the bearer or accredited agency pursuant to the credential. Coastal Carolina University name and team name may only be used for news purposes.

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 about the Events**, and other editorial purposes, 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 Coastal Carolina University or that Coastal Carolina University licensed the Bearer to use their respective trademarks or copyrights.

In exchange for the access granted by the credential, Coastal Carolina University 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 Coastal Carolina University shall be licensed at no additional charge to use the photographs for news coverage purposes only. Coastal Carolina University may not distribute reproductions of the photographs to others or license others to reproduce the photographs.

Bearer shall obtain all necessary licenses, consents or releases permitting the use of any party's proprietary material, including, but not limited to any party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary of personal rights, however denominated, included in any photograph taken or other material obtained in connection with the credential. The Bearer is solely responsible for determining which licenses, consents and releases shall be obtained. Bearer agrees to indemnify Coastal Carolina University and hold harmless Coastal Carolina University, their officers, agents, contractors, employees from and against any and all liability loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or relating to: (a) the issuance of the credential, Bearer's presence at the Events, or any other activity of the accredited agency or Bearer in connection with the Events, including without limitation, any claims that the Event Information taken or compiled by Bearer infringe the intellectual property rights, publicity rights or other rights of any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary of personal rights, however denominated; and (b) the presence on the premises of any cameras, wires, cable or other equipment brought thereon by Bearer.

Any secondary use of any picture, audio description, videotape/film or drawing of the game taken or made by the agency or the Bearer (including, but not limited to, use in delayed editorial or non-editorial, advertising, sales promotion or merchandising) is prohibited without prior specific written approval of Coastal Carolina University.

Radio stations that have not purchased rights shall not carry any broadcast report from the stadium on a live basis or any live description of any game action while it is still in progress. Radio stations may report on the Event(s) within a newscast and are not precluded from reporting or updating the score of the game while it is in progress, except from the stadium.

Bearer also may not blog live play-by-play reports from the stadium, fields or arena while the game is in progress, except for the following amounts: football, basketball and soccer - once every five (5) minutes on the game clock; baseball and softball - once every half (1/2) inning; volleyball - two (3) times per set.

Bearer further agrees to release Coastal Carolina University 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 or cable system.