



2008 LPGA VIDEO/AUDIO MEDIA CREDENTIAL REGULATIONS

The following regulations govern each camera operator/broadcaster and television, radio and/or web site entity using an LPGA Video/Audio Media Credential for access to any LPGA events, including, without limitation, any events co-sponsored or sanctioned by the LPGA.

1. Eligibility & Access.

a. Accredited camera operators/broadcasters on assignment for an LPGA-recognized news media outlet or other LPGA-accepted media outlet are eligible to receive an LPGA Video/Audio Media Credential and for the purpose of visually conveying immediate news coverage of the LPGA event to which the camera operator/broadcaster gains access. The LPGA does not recognize freelancers, who do not have specific assignments as media, and may, in its sole discretion, determine who is or is not LPGA-recognized.

b. All camera operators/broadcasters who wish to cover LPGA events must submit an LPGA Video/Audio Media Credential Application that is signed both by the camera operator/broadcaster and the editor of the news media outlet represented. Freelance camera operators/broadcasters must be on assignment at the specific event and must also submit original proof of assignment with the LPGA Video/Audio Media Credential Application.

c. By signing the application, the camera operator/broadcaster and entity accept and agree to the LPGA Video/Audio Media Credential Regulations and a limited, non-exclusive and non-transferable license to access this LPGA event to visually convey immediate news coverage thereof. Any broadcast, transmission, film, tape, photography, video, audio, data or such other recording, tangible expression, account or description, whether now known or hereinafter devised, (collectively referred to as "video and audio") by each camera operator/broadcaster and/or entity is governed by these regulations unless such camera operator/broadcaster and/or entity has a separate written agreement with the LPGA regarding LPGA event, in which case, the terms of that separate agreement shall prevail in the event of any conflict.

d. Further, each camera operator/broadcaster and/or entity agrees to comply with these LPGA Video/Audio Media Credential Regulations, including any modifications made by the LPGA thereto, which modifications will be made available from the LPGA Communications Department prior to and during all events. All camera operators/broadcasters are required to confirm whether any modification to these regulations has been made in advance of each event attended.

e. A camera operator/broadcaster, who is granted an LPGA Video/Audio Media Credential, may access the media center, tournament course and practice areas during the LPGA event. Each camera operator/broadcaster shall: (i) follow the directions of marshals, volunteers and tournament officials, (ii) not walk or stand in playing areas, (iii) not approach, ask questions of or request interviews from players during play; (iv) not approach players at the ninth or 18th holes until after they have checked, signed and returned their scorecards to the proper official and left the scoring area, (v) not access the scoring tent at any time, and (vi) not walk or stand in the chipping or putting areas during practice sessions. The use of tripods is limited to inside the media center.

f. An armband is necessary for any camera operator/broadcaster to gain access inside the ropes during competition. If approved to be inside the ropes, a camera operator/broadcaster will be provided an armband permitting such access, provided such camera operator/broadcaster maintains a distance of no more than two (2) feet from the gallery ropes at all times. All assistants must remain outside the ropes.

g. Golf-cart use is strictly prohibited at all times.

h. Prior to the commencement of competitive play, camera operator/broadcaster may interview leading players and the defending event champion during scheduled press conferences, subject to availability and interest. Interview requests for other players may also be given to an LPGA Communications staff member. Camera operators/broadcasters shall not request interviews from players during competitive play or in her approach of the first tee. All interviews shall be conducted after the completion of play in the designated area outside the scoring area or in the media center. In the event of lengthy weather delays, an LPGA Communications staff member will attempt to facilitate interviews with players, on behalf of camera operators/broadcasters, if that player has not completed her round. However, players may not be available for interviews until the completion of play. Additionally, an LPGA Communications staff member will also assist with the facilitation of interviews with LPGA officials and other event staff during weather delays.

i. Each camera operator/broadcaster and television, radio and/or web site entity acknowledges that the LPGA exclusively owns any and all copyrights, intellectual property rights and interest in and to LPGA events (including, without limitation, the real-time scoring thereof) and in any broadcast, transmission, film, tape, photography, video (streaming or otherwise), audio (streaming or otherwise), data or such other recording, tangible expression, account or description, whether now known or hereinafter devised, arising from or during any LPGA event. No such rights are conferred or intended to be conferred or created on behalf of any other person or entity by the issuance of this credential. Each camera operator/broadcaster and television, radio and/or web site entity further acknowledges that, to the extent it is not already owned by the LPGA, the camera operator/broadcaster and television, radio and web site entity hereby irrevocably and exclusively assigns the LPGA any and all rights set forth above. Each camera operator/broadcaster and television, radio and/or web site entity agrees to supply the LPGA, in a courteous and prompt manner, with the video and/or audio in the medium requested by the LPGA immediately upon the receipt thereof at no additional expense.

2008 LPGA Video/Audio Media Credential Regulations CONTINUED

2. Use of Video and Audio.

a. ALL VIDEO AND AUDIO TAKEN AT LPGA EVENTS ARE TO BE USED SOLELY BY THE SPECIFIC NEWS MEDIA OUTLET FOR WHICH YOUR CREDENTIAL HAS BEEN ISSUED AND FOR NO PURPOSE OTHER THAN THE IMMEDIATE NEWS COVERAGE OF THE PARTICULAR LPGA EVENT AT WHICH THE VIDEO AND/OR AUDIO IS (ARE) TAKEN. THE BROADCAST OF SUCH VIDEO AND/OR AUDIO SHALL BE LIMITED TO THE REGULARLY SCHEDULED TELEVISION OR RADIO NEWSCAST OF SUCH NEWS MEDIA OUTLET, IN THE COUNTRIES AND LANGUAGES SET FORTH ON THE LPGA VIDEO/AUDIO MEDIA CREDENTIAL APPLICATION ATTACHED HERETO. FOR THE PURPOSES OF THESE REGULATIONS, "IMMEDIATE NEWS COVERAGE" SHALL MEAN THAT (I) THE VIDEO AND/OR AUDIO MUST BE USED DIRECTLY IN CONNECTION WITH A NEWS REPORT ABOUT THE LPGA EVENT AT WHICH TIME SUCH VIDEO AND/OR AUDIO IS TAKEN AND (II) THE VIDEO AND/OR AUDIO IS BROADCAST WITHIN FORTY-EIGHT (48) HOURS OF THE "EVENT ACTION" OCCURRING. IN NO EVENT SHALL THE VIDEO AND/OR AUDIO BROADCAST EXCEED THREE (3) MINUTES IN LENGTH, PURPORT TO SHOW LIVE LPGA EVENT COVERAGE OR BE AIRED PRIOR TO THE CONCLUSION OF THE CURRENT DAY'S OFFICIAL LPGA EVENT BROADCAST IN THE COUNTRY IN WHICH THE EVENT IS BEING PLAYED (THE "EMBARGO PERIOD"). UPON REQUEST BY A BROADCASTER IN A COUNTRY OTHER THAN THE COUNTRY IN WHICH THE EVENT IS BEING PLAYED, THE LPGA MAY EXTEND THE EMBARGO PERIOD AS ESTABLISHED SOLELY BY THE LPGA IN WRITING. Unless you are otherwise granted express written approval by the LPGA, any video and/or audio taken in association with an LPGA event which is used in any other manner is strictly prohibited without the prior written approval of the LPGA (even if the planned use may be editorial in nature).

b. Nothing in these regulations constitutes a license to use the intellectual property of the LPGA or of any third parties, or authorizes you to use the name or likeness of any LPGA event participants, including, without limitation, any LPGA player or spectator. Each camera operator/broadcaster and television, radio and/or web site entity shall obtain all necessary licenses, consents or releases permitting the use of any party's proprietary material, including, without limitation, any party's copyrights, trademarks, right of publicity, right of privacy or other proprietary personal rights, in any video and/or audio taken or other material obtained in connection with the credential. Further, such camera operator/broadcaster and television, radio and/or web site entity is solely responsible for determining which licenses, consents and releases shall be obtained.

c. ANY AND ALL SECONDARY USE, EXHIBITION, REPRODUCTION, DISPLAY, PERFORMANCE, ADAPTATION OR PUBLICATION OF REAL-TIME SCORING, ANY BROADCAST, TRANSMISSION, FILM, TAPE, PHOTOGRAPHY, VIDEO (STREAMING OR OTHERWISE), AUDIO (STREAMING OR OTHERWISE), DATA OR SUCH OTHER RECORDING, TANGIBLE EXPRESSION, ACCOUNT OR DESCRIPTION, WHETHER NOW KNOWN OR HEREINAFTER DEvised, INCLUDING, WITHOUT LIMITATION, ANY DERIVATIVE WORK CREATED THEREFROM, TAKEN BY THE CAMERA OPERATOR/BROADCASTER AND/OR ENTITY TO WHOM AN LPGA VIDEO/AUDIO MEDIA CREDENTIAL HAS BEEN ISSUED (INCLUDING, WITHOUT LIMITATION, DELAYED EDITORIAL, NON-EDITORIAL OR COMMERCIAL USE, ADVERTISING, SALES PROMOTION OR MERCHANDISING) IS STRICTLY PROHIBITED WITHOUT PRIOR SPECIFIC WRITTEN APPROVAL OF THE LPGA. IN NO EVENT SHALL VIDEO OR AUDIO TAKEN IN ASSOCIATION WITH AN LPGA EVENT BE SOLD OR LICENSED. To secure a license for video/audio use and to inquire about the fees associated therewith, contact Sandi Higgs, Sr. Director of Television & Emerging Media, at (386) 274-6272.

d. The LPGA Video/Audio Media Credential is non-transferable and the rights and privileges granted to the camera operator/broadcaster and television, radio and/or web site entity shall automatically terminate if any term of these regulations is breached. The LPGA may, at any time, revoke this credential and/or any of the rights granted hereunder for any reason in its sole discretion. The unauthorized use of an LPGA Video/Audio Media Credential subjects the offending camera operator/broadcaster and television, radio and/or web site entity to ejection from the event, revocation of the credential, denial of access to LPGA events in the future, prosecution for criminal trespass and other remedies available under law. The unauthorized use, including, without limitation, use inconsistent with these regulations, of video and/or audio taken at LPGA events subjects the offending camera operator/broadcaster and television, radio and/or web site entity to liability.

3. Assumption of Risk.

a. Each camera operator/broadcaster and television, radio and/or web site entity assumes all risks and danger incidental to the game of golf, occurring before, during or after actual play. Each camera operator/broadcaster and television, radio and/or web site entity further releases the LPGA and LPGA events, their respective employees, members, directors, officers, host sites, title sponsors, host organizations and participating players and all agents thereof, from all liability which may result from injuries or loss of personal property or equipment associated with access to LPGA events.

b. Each camera operator/broadcaster and television, radio and/or web site entity agrees to indemnify the LPGA and hold the LPGA, its employees, players, officers, directors and agents, and each LPGA event, harmless from and against any claims, actions, damages, liabilities, costs or expenses (including reasonable attorneys' fees and costs of suit or arbitration) arising out of or in connection with any act or omission done by, or purported to have been done by, such camera operator/broadcaster and television, radio and/or web site entity, including, without limitation, the breach of any term of these regulations. With respect to any claim that might give rise to liability to a camera operator/broadcaster and television, radio and/or web site entity as an indemnitor, the LPGA shall (i) have the right to fully participate in the litigation of the such claim with counsel selected by the indemnifying camera operator/broadcaster and television, radio or web site entity, and approved by the LPGA, at the camera operator/broadcaster's and television, radio or web site entity's sole expense and (ii) not be obligated, without its consent, to participate in any settlement of such claim.