



2008 LPGA JOURNALIST MEDIA CREDENTIAL REGULATIONS

The following regulations govern each journalist and entity using an LPGA Journalist 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 journalists on assignment for an LPGA-recognized news media outlet or other LPGA-accepted media outlet are eligible to receive an LPGA Journalist Media Credential for the purpose of conveying news coverage of the LPGA event to which the journalist 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 journalists who wish to access LPGA events must submit an LPGA Journalist Media Credential Application that is signed both by the journalist and the editor of the news media outlet represented. Freelance journalists must be on assignment at the specific event and must also submit original proof of assignment with the LPGA Journalist Media Credential Application.

c. By signing the application, the journalist and entity accept and agree to the LPGA Journalist Media Credential Regulations and a limited, non-exclusive and non-transferable license to access this LPGA event to convey news coverage thereof. The use of any account, description, article or any other information conveyed via a tangible text expression (collectively referred to as "Event Information") by each journalist and/or entity is governed by these regulations unless such journalist 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 journalist and/or entity agrees to comply with these LPGA Journalist 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 journalists are required to confirm whether any modification to these regulations has been made in advance of each event attended.

e. A journalist, who is granted an LPGA Journalist Media Credential, may access the media center, tournament course and practice areas during the LPGA event. Each journalist 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, or (vi) not walk or stand in the chipping or putting areas during practice sessions.

f. An armband is necessary for any journalist to gain access inside the ropes during competition. If approved to be inside the ropes, a journalist will be provided an armband permitting such access, provided such journalist 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, journalist 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. Journalists 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 after a player leaves the scoring area or during a scheduled interview 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 journalists, 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.

2. Use of Event Information.

a. ALL EVENT INFORMATION CONCERNING LPGA EVENTS ARE TO BE USED SOLELY BY THE SPECIFIC NEWS MEDIA OUTLET FOR WHICH THE CREDENTIAL HAS BEEN ISSUED AND FOR NO PURPOSE OTHER THAN THE NEWS COVERAGE FOR THE PARTICULAR LPGA EVENT ABOUT WHICH THE EVENT INFORMATION IS WRITTEN. THE PUBLICATION OF SUCH EVENT INFORMATION SHALL BE LIMITED TO NEWS USES, INCLUDING THE PRINT AND/OR CORRESPONDING ONLINE PUBLICATION OR ITS RELATED OR SUBSIDIARY NEWS OUTLET(S), OR TO A NEWS OUTLET TO WHICH IT HAS LICENSED OR SYNDICATED SUCH EVENT INFORMATION FOR NEWS PURPOSES ONLY, OF SUCH NEWS MEDIA OUTLET, IN THE COUNTRIES AND LANGUAGES SET FORTH ON THE LPGA JOURNALIST MEDIA CREDENTIAL APPLICATION ATTACHED HERETO, ONLY.

2008 LPGA JOURNALIST MEDIA CREDENTIAL REGULATIONS *CONTINUED*

b. In exchange for an LPGA Journalist Media Credential and the access granted thereby, the LPGA shall have an unlimited, perpetual, non-exclusive right to use (including the right to sub-license the use of) and hyperlink to the Event Information, or any derivative work thereof, for the non-commercial promotion of the LPGA, at no additional expense, in any form worldwide. All grants of rights made pursuant to this paragraph 2(b) shall only become effective upon the separate agreement of the owners of such rights.

c. Nothing in these regulations constitutes a license to use the intellectual property of the LPGA, 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 journalist and/or 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 photograph taken or other material obtained in connection with the credential. Further, such journalist and/or entity is solely responsible for determining which licenses, consents and releases shall be obtained.

d. ANY AND ALL SECONDARY NON-EDITORIAL OR COMMERCIAL USE, EXHIBITION, REPRODUCTION, DISPLAY, PERFORMANCE, ADAPTATION OR PUBLICATION OF ANY EVENT INFORMATION CONCERNING THE LPGA EVENT, INCLUDING, WITHOUT LIMITATION, ANY DERIVATIVE WORK CREATED THEREFROM, DEVELOPED BY THE JOURNALIST AND/OR ENTITY TO WHOM AN LPGA JOURNALIST MEDIA CREDENTIAL HAS BEEN ISSUED (INCLUDING, WITHOUT LIMITATION, COMMERCIAL USE, ADVERTISING, SALES PROMOTION, MARKETING OR MERCHANDISING) IS STRICTLY PROHIBITED WITHOUT PRIOR SPECIFIC WRITTEN APPROVAL OF THE LPGA, OTHER THAN SOLELY FOR NEWS-RELATED, EDITORIAL PURPOSES. For the purposes of these Regulations, "editorial" or "news-related purposes shall solely mean the description or depiction of newsworthy events or information concerning or relating to such events and its dissemination to recognized news outlets; this definition expressly excludes, and these Regulations prohibit, any commercial or non-editorial uses, including but not limited to advertising, sales, promotion, marketing, merchandising, commercial or commercial tie-up, or, in particular, the sale or licensing of images to third parties that use images for any non-editorial or commercial use. By signing this credential application, you understand and agree that the LPGA is deemed the agent of any person whose photograph you take under license of these Regulations and subsequently license or sell to a third party, and may pursue all remedies for a violation of said individual's rights of privacy or publicity by you or any third party to which you license or sell any photograph.

e. The LPGA Journalist Media Credential is non-transferable and the rights and privileges granted to the journalist and/or 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 Journalist Media Credential subjects the offending journalist and/or 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 Event Information concerning LPGA events subjects the offending journalist and/or entity to liability.

f. Notwithstanding any other provisions of the LPGA Journalist Media Credential Regulations, media outlets may make unrestricted editorial use of any articles they create pursuant to their access to any LPGA event.

3. Assumption of Risk.

a. Each journalist and entity assumes all risks and danger incidental to the game of golf, occurring before, during or after actual play. Each journalist and 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 journalist and 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 journalist and/or entity, including, without limitation, the breach of any term of these regulations, and in particular, Regulations 2(a)-(e) hereof. With respect to any claim that might give rise to liability to a journalist and/or 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 journalist and/or entity, and approved by the LPGA, at the journalist's and entity's sole expense and (ii) not be obligated, without its consent, to participate in any settlement of such claim.