



2008 LPGA PHOTOGRAPHER MEDIA CREDENTIAL REGULATIONS

The following regulations govern each photographer and entity using an LPGA Photographer 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 photographers on assignment for an LPGA-recognized news media outlet or other LPGA-accepted media outlet are eligible to receive an LPGA Photographer Media Credential for the purpose of conveying photographic news coverage of LPGA events to which the photographer gains access. The LPGA does not recognize photo agencies or 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 photographers who wish to photograph LPGA events must submit an LPGA Photographer Media Credential Application that is signed both by the photographer and the editor of the news media outlet represented. Freelance photographers must be on assignment at the specific event and must also submit original proof of assignment with the LPGA Photographer Media Credential Application.

c. By signing the application, the photographer and entity accept and agree to the LPGA Photographer Media Credential Regulations and a limited, non-exclusive and non-transferable license to take photographs of this LPGA event. Initial use and/or reuse of all photographs (which include, without limitation, all still images in any medium now known or hereinafter devised) taken by each photographer and/or entity is governed by these regulations unless such photographer and/or entity has a separate written agreement with the LPGA regarding LPGA event photography, in which case, the terms of that separate agreement shall prevail in the event of any conflict. Professional grade cameras and lenses must be used and may be used only by accredited media representatives who have been issued photo credentials. Noise-free equipment must be used at all times.

d. Further, each photographer and/or entity agrees to comply with these LPGA Photographer 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 photographers are required to confirm whether any modification to these regulations has been made in advance of each event attended.

2. Use of Photographs.

a. ALL PHOTOGRAPHS TAKEN AT LPGA EVENTS ARE TO BE USED SOLELY BY THE SPECIFIC NEWS MEDIA OUTLET FOR WHICH THIS CREDENTIAL HAS BEEN ISSUED **AND** FOR NO PURPOSE OTHER THAN THE NEWS COVERAGE OF THE PARTICULAR LPGA EVENT AT WHICH THE PHOTOGRAPHS ARE TAKEN. THE PUBLICATION OF SUCH PHOTOGRAPHS SHALL BE LIMITED TO THE PRINT AND/OR CORRESPONDING ONLINE PUBLICATION OF SUCH NEWS MEDIA OUTLET OR ITS RELATED OR SUBSIDIARY NEWS OUTLET(S), OR TO A NEWS OUTLET TO WHICH IT HAS LICENSED OR SYNDICATED SUCH PHOTOGRAPHS FOR NEWS PURPOSES ONLY, IN THE COUNTRIES AND LANGUAGES SET FORTH ON THE LPGA PHOTOGRAPHER MEDIA CREDENTIAL APPLICATION ATTACHED HERETO, ONLY. Unless you are otherwise granted express written approval by both the LPGA and the news media outlet for which you are credentialed, any photograph taken in association with an LPGA event which is used in any other manner or for any other news media outlet is strictly prohibited.

b. In exchange for an LPGA Photographer Media Credential and the access granted thereby, the LPGA shall have an unlimited, perpetual, non-exclusive right to use (and to sub-license the use of) photographs taken at LPGA events for the non-commercial promotion of the LPGA and LPGA events, at no additional expense, in any form worldwide (whether now known or hereinafter devised). In the event the LPGA desires to use such photographs for the commercial promotion thereof, the LPGA shall have the exclusive right to purchase a commercial-use license for the LPGA, its suppliers, sponsors or licensees, of any photographs taken in connection with the credential, at an amount equal to twenty percent (20%) less than the best financial terms of comparable photographs offered to or by third parties or, if no such terms are applicable, at a commercially reasonable amount consistent with the intent of this paragraph 2(b). Each photographer and/or entity further agrees to supply the LPGA, in a courteous and prompt manner, with the photograph or digital file in the resolution and medium requested by the LPGA immediately upon the receipt thereof at no additional expense. 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 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 photographer 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 photographer and/or entity is solely responsible for determining which licenses, consents and releases shall be obtained.

2008 LPGA PHOTOGRAPHER MEDIA CREDENTIAL REGULATIONS CONTINUED

d. ANY AND ALL SECONDARY NON-EDITORIAL AND/OR COMMERCIAL USE, EXHIBITION, REPRODUCTION, DISPLAY, PERFORMANCE, ADAPTATION OR PUBLICATION OF ANY PHOTOGRAPH TAKEN AT AN LPGA EVENT, INCLUDING, WITHOUT LIMITATION, ANY DERIVATIVE WORK CREATED THEREFROM, BY THE PHOTOGRAPHER AND/OR ENTITY TO WHOM AN LPGA PHOTOGRAPHER MEDIA CREDENTIAL HAS BEEN ISSUED (INCLUDING, WITHOUT LIMITATION, ADVERTISING, SALES, PROMOTION, MARKETING, MERCHANDISING, or for resale purposes) IS STRICTLY PROHIBITED WITHOUT PRIOR SPECIFIC WRITTEN APPROVAL OF THE LPGA. IN NO EVENT SHALL PHOTOGRAPHS TAKEN IN ASSOCIATION WITH AN LPGA EVENT BE SOLD OR LICENSED 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 Photographer Media Credential is non-transferable and the rights and privileges granted to the photographer 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 Photographer Media Credential subjects the offending photographer 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 photographs taken at LPGA events subjects the offending photographer and/or entity to liability.

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

3. Permissible Photo Area & Conduct.

a. All photographs must be taken at an acceptable distance, as far from the players as possible, and from angles that are not in the direct line of sight for the player and play. Each photographer must refrain from taking photos until after a player has made her swing or stroke. This applies to each player in the group. When working around the green, no photographer may position himself or herself directly in a player's putting line.

b. 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.

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

d. A photographer, who is granted an LPGA Photographer Media Credential, may access the media center, tournament course and practice areas during the LPGA event. Each photographer 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 photographs 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, (iv) not access the scoring tent at any time, or (v) not walk or stand in the chipping or putting areas during practice sessions.

4. Assumption of Risk.

a. Each photographer and entity assumes all risks and danger incidental to the game of golf, occurring before, during or after actual play. Each photographer 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 photographer 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 photographer 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 photographer 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 photographer and/or entity, and approved by the LPGA, at the photographer's and entity's sole expense and (ii) not be obligated, without its consent, to participate in any settlement of such claim.