

## Credential Use Conditions – 2022 NFL Season

### **1. Binding Agreement**

Acceptance of credentialed access to a Game or Event (each as defined below) constitutes agreement by the Accredited Organization (as defined below) and the Bearer (as defined below) to be bound by (1) the following terms and conditions (the “Credential Use Conditions”), which are also available at <https://nflcommunications.com/Documents/Credentials2022.pdf>, (2) to the extent required by the host Club, an executed 2022 Arbitration and Release and Liability Waiver Form, and (3) the NFL Official Rule Book governing access to the playing field area, which can be found at <https://nflcommunications.com/Pages/2022-Official-Playing-Rules.aspx>, as well as any other rules that may be issued by or on behalf of the National Football League and/or member clubs of the National Football League (each, a “Member Club” and collectively, the “Member Clubs,” including their agents and employees) regarding field and stadium access.

### **2. Purpose**

The credential card provides privileged and revocable access to an organization (the “Accredited Organization”) for the sole purpose of authorizing, under certain terms and conditions, access to a designated Member Club stadium and/or facility or to a designated NFL event for an individual (the “Bearer”) who is working for, or on behalf of, the Accredited Organization and has a legitimate working function at the game or event for which this credential card is issued (the “Game” or “Event”, as applicable). It may not be transferred by the Bearer or the Accredited Organization to which it is directly issued and the Bearer may use it only and directly for or on behalf of the Accredited Organization for the purposes permitted by these Credential Use Conditions. Any unauthorized use of the credential card subjects the Bearer to ejection and prosecution for criminal trespass and subjects the Accredited Organization to revocation of its credentials for future Games or Events. A League Entity (as defined below) or the applicable Member Club, at its sole discretion, may revoke any Accredited Organization’s or individual Bearer’s credentials. For purposes of these Credential Use Conditions: (i) “League Entities” means the National Football League, its affiliates and each of their agents and employees; and (ii) “NFL Entities” means the League Entities and the Member Clubs. The NFL Entities are intended third-party beneficiaries of the Credential Use Conditions with full rights to enforce such terms.

### **3. Permitted Uses**

- a. The credential card authorizes (i) the use by the Accredited Organization only, solely for news and editorial coverage purposes in accordance with the terms hereof, of descriptions, accounts, film, video or digital still images from the applicable Game or Event, or of player or personnel interviews, press conferences or other activities related to such Game or Event (collectively, “Game and Event Material”) taken, made, created, or compiled by the Accredited Organization or the Bearer, and (ii) the limited use by the Accredited Organization of any NFL Entity logos or trademarks (the “Marks”) in connection with the uses of the Game and Event Material authorized herein. (For clarity, the foregoing authorized uses include an Accredited Organization’s licensing and distribution of Game and Event Materials to third parties for news and editorial coverage purposes, provided (i) the Accredited Organization is an established news wire or photo-licensing service, (ii) such licensing or distribution is undertaken in the Accredited Organization’s ordinary course of business and (iii) the Accredited Organization contractually requires that such third parties use such Game and Event Materials solely for news and editorial coverage purposes.) Any other use or attempted use by the Bearer or the Accredited Organization of Game and Event Material or Marks are expressly prohibited, unless the Accredited Organization has obtained the advance written permission of the applicable League Entity. Such prohibited uses of Game and Event Material include, without limitation, the following (unless otherwise expressly authorized herein or in writing by the applicable League Entity): (x) any distribution or licensing of Game and Event Material to

third parties other than ultimate consumers (e.g., newspaper readers) for such third party's use (whether before or after the conclusion of the Game or Event, and whether or not for editorial purposes), (y) any purported authorization by an Accredited Organization of any third party to redistribute Game and Event Material (e.g., play-by-play data feeds) , and (z) any non-editorial use of Game and Event Material or Marks, including in connection with or as part of commercial products or services distributed in any medium (e.g., daily fantasy sports contests, sports betting or other gambling-related products or services, apparel, posters, commemorative programs or other types of souvenir or other merchandise or sponsored content). Additionally, while at the Game and/or Event, the Accredited Organization and Bearer are prohibited from providing exposure to any third-party brand(s) (e.g., marks, logos) for commercial, marketing or publicity purposes including, for example, through exposure of third-party brands on apparel, accessories or equipment worn or used by Bearer.

- b. The Accredited Organization may supplement its traditional media distribution platform (e.g., newspaper, television, radio) with other new media distribution platforms that it controls (e.g., websites, official social media accounts, applications, podcasts), provided that, with respect to such new media distribution platforms: (i) any use of film or video or digital still images is limited to a reasonable amount or number (as applicable), and used only to illustrate or support news and editorial coverage of the Game or Event (as opposed to use in connection with or on commercial products (e.g., apparel, posters, commemorative programs, or other types of souvenir or other merchandise, or sponsored content) purposes; (ii) any use of film or video or digital still images is not used to create Simulated Video (as defined in Section 4.a below) of game action; (iii) no video (as defined in Section 4.a below) of game action is used (except that, if the Accredited Organization is a television broadcaster, Game or Event highlights may be shown as part of a single, non-archived, online "simulcast" of any regularly scheduled television news programming the Accredited Organization may broadcast, provided it adheres to the limits on such broadcasts set forth below); and (iv) use of non-game audio and video content obtained as a result of credentialed card access (e.g., press conferences, training camp, practice and/or interviews at NFL venues or events): (1) must be limited to 90 seconds maximum per day (180 seconds maximum -- 90 seconds per Member Club -- in two-Member Club markets), (2) may not be posted or streamed "live" or in real time in any form or medium and may not be archived (i.e., made available for on-demand public access for more than 24 hours after posting, etc.), (3) may appear only in an editorial context (i.e., no sponsorship, merchandising or advertising integrated with or around the content, including digital advertising, etc.), and (4) must be accompanied by links back to NFL.com and to the applicable Member Club's web site.
- c. Any proposed use of Game and Event Material that is more detailed and/or immediate than that described herein or which exceeds the limits set forth herein, and any exceptions to the prohibitions set forth herein, requires a separate license from the applicable League Entity.
- d. The 2022 NFL credential card also imposes limits on the use of video and audio content from an NFL game. Game video content (including all game action and all ancillary on-field activities occurring inside the stadium on gameday) may be used only in accordance with the 2022 NFL Video Highlights License, which is both attached hereto and available at NFLcommunications.com. Game audio content ("Audio Highlights") is subject to the following limitations: (a) Audio Highlights may only be used as part of a regularly scheduled news program that regularly includes segments on news, sports and weather; or regularly scheduled sports wrap-up shows that cover all sports and do not focus disproportionately on the NFL at any time; (b) no Audio Highlights may be used from games in progress; (c) on game days, up to two minutes of Audio Highlights from any one game played that day may be used but no more than a total of six minutes of Audio Highlights from all games played that day may be used; (d) on non-game days, up to one minute of Audio Highlights from any one game played in the preceding six days may be used but no more than a total of two minutes of Audio Highlights from all games played in the preceding six days may be used; and (e) in no case may Audio Highlights be used in connection with or associated with any third party (e.g., a sponsor).

- e. The Accredited Organization shall use reasonable efforts to (i) prevent the unauthorized and/or infringing use of Game and Event Material by third parties and (ii) promptly take action against any such unauthorized and/or infringing use that is brought to the Accredited Organization's attention.

#### **4. No Video of Game Content; No Streaming**

- a. The credential card does not authorize the Bearer to create or use or transmit video, or to animate, sequence, loop or otherwise manipulate film or digital still images to appear to be video ("Simulated Video") of game content (including game action and any ancillary on-field activities). Even if issued to video personnel who are Bearers, the credential card only authorizes the Bearer to create video of non-Game activities (e.g., player interviews, press conferences) for use in accordance with the terms below. The creation of video of Game content from the sideline and/or in areas in close proximity to the field requires, and is subject to the terms of, a separate, signed Sideline/Close Proximity Video Access Agreement.
- b. Streaming of any Game and Event Materials while the Game is being played or the Event is occurring—in any form, medium, or duration—is prohibited under the terms of these Credential Use Conditions.

#### **5. No Play-by-Play**

While a Game or Event is in progress, the Accredited Organization's and Bearer's distribution of Game and Event Material must be time-delayed and/or limited in amount (e.g., score updates with detail given only in quarterly game updates, fewer than 10 photographs during the game) and may not, under any circumstances, involve, constitute, serve as a substitute for, or otherwise approximate, a play-by-play or statistical account or depiction of a Game or Event in any medium.

#### **6. Assumption of Risk and Waiver**

THE ACCREDITED ORGANIZATION AND THE BEARER UNDERSTAND THAT BEARER'S PRESENCE IN THE STADIUM OR FACILITY INVOLVES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH). THE ACCREDITED ORGANIZATION AND THE BEARER ALSO UNDERSTAND THAT NOVEL CORONAVIRUS SARS-COV-2 AND ANY RESULTING DISEASE (TOGETHER WITH ANY MUTATION, ADAPTATION OR VARIATION THEREOF, "COVID-19") IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE ARE OR HAVE BEEN PRESENT. NO PRECAUTIONS, INCLUDING THE PROTOCOLS THAT WILL BE IMPLEMENTED FROM TIME TO TIME BY THE HOST CLUB, THE NATIONAL FOOTBALL LEAGUE AND/OR THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, FEDERAL AND STATE GOVERNMENTAL AGENCIES) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND/OR UNDERLYING MEDICAL CONDITIONS. EXPOSURE TO COVID-19 CAN RESULT IN BEING SUBJECT TO QUARANTINE REQUIREMENTS, ILLNESS, DISABILITY, OTHER SHORT- AND LONG-TERM HEALTH EFFECTS, AND/OR DEATH, REGARDLESS OF AGE OR HEALTH CONDITION. BY ENTERING THE STADIUM OR FACILITY, THE BEARER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.

THE ACCREDITED ORGANIZATION AND THE BEARER VOLUNTARILY (i) ASSUME ALL RISKS, HAZARDS AND DANGERS incident to the Game or Event and related events, including, without limitation, the risk of personal injury (including, without limitation, death), the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and lost, stolen or damaged property, whether occurring before, during, or after the Event,

however caused; (ii) agree that the NFL Entities have no responsibility for any equipment in use in the stadium or other facility; (iii) agree to waive any and all claims and potential claims (other than claims by bearer against their employer for workers' compensation) related to the above risks, hazards and dangers; and (iv) agree to indemnify and hold harmless the NFL Entities from and against all liability, loss, damage or expense resulting from or arising out of the issuance of the credential card or the Bearer's presence in the stadium or other facility, except to the extent such liability, loss, damage or expense arises out of the willful or intentional misconduct of the NFL Entities.

## **7. Compliance with Policies**

The Accredited Organization and the Bearer also agree that they are not acting for the NFL Entities in any manner whatsoever and are not employees or agents of the NFL Entities. The Accredited Organization and the Bearer also acknowledge and agree to comply with all applicable policies of the NFL, the host club and the stadium or other facility, including, without limitation, any security and conduct policies, and any health and safety policies and assessments. The Bearer and Bearer's belongings may be searched upon entry into the stadium or other NFL or club facility and/or other security checkpoints, and the Bearer consents to such searches and waives any claims that Bearer might have against the NFL Entities in connection therewith. If the Bearer fails to consent to such searches, it is agreed and understood that Bearer will be denied access to the stadium or other facility. Any Bearer who is deemed disorderly, or who fails to comply with these Credential Use Conditions or any and all security measures, shall be subject to, if appropriate, ejection from the stadium or other facility and prosecution, and such conduct shall also subject the Accredited Organization on whose behalf the Bearer is present to revocation of its credentials for future Games and Events. Further, the NFL or host club, as applicable, reserves the right to deny admission to or eject any person who the NFL or host club, in their sole discretion, determines poses a risk to the health and safety of other attendees.

Admission may be refused or withdrawn or the Bearer ejected, or credentials revoked, in the sole discretion of the NFL or the host club, as applicable. If admission is refused or withdrawn, Bearer is ejected, or a credential card is revoked, or if the Game or Event is canceled (regardless of whether it is replayed or rescheduled) access to the Game or Event modified, THE BEARER AND/OR ACCREDITED ORGANIZATION WILL NOT BE ENTITLED TO CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES OF ANY KIND.

## **8. Disputes**

THE ACCREDITED ORGANIZATION AND THE BEARER AGREE THAT ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED OR INCIDENTAL TO THE CREDENTIAL CARD, THE CREDENTIAL USE CONDITIONS OR BEARER'S PRESENCE AT, TRAVEL TO, OR PROVISION OF SERVICES AT, THE EVENT, AND ANY ACTIVITY ASSOCIATED THEREWITH, SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN THE CITY WHERE THE STADIUM OR OTHER FACILITY AT WHICH THE APPLICABLE EVENT TOOK PLACE IS LOCATED. THE ACCREDITED ORGANIZATION AND THE BEARER ALSO AGREE THAT ALL SUCH DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF THE ACCREDITED ORGANIZATION OR THE BEARER DOES NOT CONSENT TO THIS CLAUSE, THE BEARER MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

9. **Governing Law.** The Accredited organization and the Bearer agree that these Credential Use Conditions shall be governed by the laws of the state where the Stadium or other facility of the applicable Game or Event is located, without regard to choice of law principles.

## **10. Severability Clause**

If any provision of these Credential Use Conditions is determined to be invalid, illegal, or unenforceable, it shall be deemed severed and not affect the enforceability of any other provisions, which shall be enforced as if the Credential Use Conditions did not contain the invalid, illegal, or unenforceable provision.