

## **IMG ACADEMY, LLP MEDIA REGULATIONS**

Each individual or media organization approved for an IMG Academy, LLP (“IMGGA”) media credential ("Credential"), and its employers, principals, agents, affiliates, subsidiaries, or assigns ("Media Member") is deemed to agree to the following Terms and Conditions ("Terms"):

### **Eligibility; Authorization; Revocation**

Each Media Member using a Credential represents that s/he is on assignment for a newspaper, or for a press, news or photographic service (freelancers must be on specific assignment and submit original proof of assignment). Each Credential issued by IMGGA authorizes only the Media Member to use certain information gathered pursuant to the Credential (video, audio, photo, etc.). IMGGA may, in its sole discretion, grant or deny Credentials, or modify these Terms upon notice. The Credential is not transferable and may be revoked at any time.

### **Exclusive Media Rights; News Coverage**

IMGGA retains exclusive media rights (including, but not limited to, rights in audio, video, Internet, or such other recordings, tangible expressions, accounts or descriptions, now known or hereafter devised) to all IMGGA events, but not the account, description, picture and other materials gathered thereof by Media Member. The use, account, description, picture, photograph, video, audio, reproduction, or other information acquired on IMG Academy property other than for news coverage (defined as the description or depiction of newsworthy events or information, including IMGGA events) is prohibited (For avoidance of doubt, Media Member shall not use any content described above in any commercial manner), except with the prior consent of IMGGA.

As exclusive media rights holder and in exchange for access granted by the Credential, IMGGA shall:

(a) With Media Member and/or photographer’s consent in each instance of proposed use, obtain non-exclusive license from Media Member and/or photographer to use the published photographs for non-commercial worldwide promotion of IMGGA. For avoidance of doubt, such license shall be for the IMGGA solely and not extend to any other third party;

(b) If agreed to by Media Member and/or videographer, receive copies of any audio or video footage shot at IMGGA (action or other footage) for news or event coverage. If such audio/video is available electronically, Media Member and/or videographer may send it to IMGGA electronically. If such audio/ video is not electronically available, IMGGA will pay copying/shipping costs at a price to be agreed upon by IMGGA and the Media Member and/or videographer.

Unless otherwise permitted by Media Member and the photographer or videographer in advance and in writing in each instance, IMGGA will not distribute reproductions of the photos or videos published by Media Member or grant permission to or license such reproduced photos or videos.

### **Proprietary Rights**

IMGGA is the exclusive owner of any and all of its intellectual property rights, including, without

limitation, trademarks, copyrights, and other proprietary rights. However, each Credential authorizes Media Member to use IMGAs trademarks in its news coverage of IMGAs events. The Media Member is not authorized to use such trademarks in non-news contexts, specifically, for commercial purposes, unless a separate license is obtained from IMGAs. Use of the Credential does not grant Media Member rights to use event trademarks and/or any other third party trademarks. Media Member is responsible for obtaining all necessary licenses, consents or releases permitting the use of any third party's proprietary material, however denominated, included in any photograph taken, or other material obtained, in connection with the Credential.

### **Assumption of the Risk; Release**

The Media Member assumes all risk and danger incidental to the sport, as well as any risk or danger reasonably foreseeable while on the grounds of the event site (including, without limitation, being struck by misdirected balls or golf carts and any falls on the surrounding areas of the event), and releases IMGAs, its employees, members, directors, officers, its sanctioned tournaments and host sites, sponsors, participating players, volunteers, assigns, and all agents thereof ('Releasees'), from any and all liabilities resulting from injuries or personal property loss occurring before, during or after play, or while otherwise on event site.

### **Indemnification**

The Media Member shall jointly and severally indemnify, defend and hold the Releasees harmless from and against any and all claims, actions, damages, liabilities, costs or expenses (including reasonable attorneys' fees and costs of suit/arbitration) arising out of or in connection with any act or omission done, or alleged to have been done, by Media Member, including, without limitation, Media Member's breach of any term of this Credential. With respect to any claim that might give rise to liability of the Media Member as an indemnitor, IMGAs shall (a) have the right to fully participate in the litigation of such claim with counsel selected by Media Member, and approved by IMGAs, at the Media Member's sole expense; and (b) not be obligated, without its consent, to participate in any settlement of such claim.

### **Choice of Law**

In case of any dispute regarding the terms and conditions of this agreement, Florida law will apply, without regard to choice of law principles.

### **Agreement on Regulations**

Each Media Member who seeks a Credential must agree to these regulations and be approved via the IMGAs Credentialing System.