## NFL GAME AND EVENT CREDENTIAL USE CONDITIONS ("CREDENTIAL USE CONDITIONS") Effective Date: June 11, 2024

Do not copy, post or otherwise distribute any photograph, image, video or other depiction or description of this credential on any social networking/media site, any other website or in any other media whatsoever now or hereafter existing.

Taking or recording photographs and videos is strictly <u>PROHIBITED</u> in areas of any Facility for which the credential is required for access, except as authorized by the Media Credential Use Conditions in Part II below or as otherwise expressly authorized.

## I. General Credential Use Conditions

**Purpose.** NFL GAME AND EVENT CREDENTIALS (A "CREDENTIAL" OR "CREDENTIAL CARD") ARE NON-TRANSFERABLE. IMMEDIATELY REPORT ANY LOST OR STOLEN CREDENTIALS TO NFL OR NFL MEMBER CLUB SECURITY. LOST OR STOLEN CREDENTIALS MAY BE REPLACED AT THE DISCRETION OF THE ISSUING NFL ENTITY.

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 NFL member professional football club ("Member Club") stadium, facility and/or areas (each, a "Facility" and together the "Facilities") for an individual (the "Bearer") who is working for, or on behalf of, the Accredited Organization, or who is otherwise accessing a Facility on behalf of an Accredited Organization, and has a legitimate working or other function at the game(s) or event(s) for which this credential card is issued and/or authorized to be used (the "Game" or "Event", as applicable). This credential card may not be transferred or assigned by the Bearer or the Accredited Organization. The Bearer may use the credential card only and directly for or on behalf of the Accredited Organization for the purposes of performing the Bearer's assigned duties or function as permitted by these Credential Use Conditions.

A League Entity or the host Member Club, at its or their sole discretion, may revoke any Accredited Organization's or individual Bearer's credentials at any time. For purposes of these Credential Use Conditions: (i) "League Entities" (or "League Entity" individually) means the National Football League, its affiliates and each of their agents and employees; and (ii) "NFL Entities" (or "NFL Entity" individually) 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.

Agreement. By accepting this credential, the Bearer and the Accredited Organization acknowledge having read and agree to be bound by these Credential Use Conditions and all other policies, regulations and rules issued for the Event and the Facilities, including without limitation any security and health and safety policies. A Bearer who is a member of the media that is covering the Event, including without limitation broadcast media, local television stations, news organizations, videographers, and photographers, (a "Media Bearer"), and the Accredited Organization on whose behalf such Media Bearer is present ("Accredited Media Organization") are also subject to the Media Credential Use Conditions set forth in Section II below.

**Compliance With Policies.** Any unauthorized use of the credential card subjects the Bearer to ejection and possible prosecution and subjects the Accredited Organization to revocation of credentials for future Games and Events and/or termination of any agreement between such Accredited Organization and any League Entity or Member Club, as applicable.

Bearer, along with Bearer's belongings, may be searched or assessed prior to or upon entry into the Facilities. Prohibited items may be confiscated. By accepting this credential, Bearer consents to such searches and waives any claim Bearer may have against the NFL, its Member Clubs, its affiliates, its agents or its contractors, and the owners or operators of the Facilities and their respective agents and contractors, in connection therewith. If Bearer declines to consent to such searches, it is agreed and understood that Bearer will be denied access to the Facilities.

Bearer agrees to comply with all Game and Event policies, including without limitation policies addressing security, health and safety, and personal belongings (including bags). If Bearer is deemed disorderly, or fails to comply with these Credential Use Conditions or any or all security measures, health assessments or policies, or if an NFL Entity, in its sole discretion, determines Bearer's presence in the Facilities poses a risk to the health and safety of other attendees, such Bearer's credential will be revoked and Bearer will be subject to ejection from the Facility and, if applicable, possible criminal prosecution, and Bearer's Accredited Organization will be

subject to revocation of credentials for future NFL Games and Events and/or termination of any agreement between such Accredited Organization and the applicable NFL Entity or NFL Entities.

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), or 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.

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 KNOWINGLY AND 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 that the Bearer and the Accredited Organization (if not an NFL Entity) are not acting for the NFL Entities in any manner whatsoever and are not employees or agents of an NFL Entity; (iv) agree to waive any and all claims and potential claims, known or unknown, (other than claims by Bearer against their employer for workers' compensation) arising from the above risks, hazards and dangers; and (v) agree to indemnify and hold harmless the NFL Entities, their agents, and their contractors, and the owners or operators of the Facilities and their respective agents and contractors, 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 Facilities, except to the extent such liability, loss, damage or expense arises out of the willful or intentional misconduct of the NFL Entities or any of the above listed persons or entities.

Unauthorized Distribution of Content, IP License and Consent. Bearer and Accredited Organization agree to not copy, post or otherwise distribute any photograph, image, video or other depiction or description of this credential, or, except for Media Bearers and Accredited Media Organizations solely in accordance with the Media Credential Use Conditions set forth in Section II below, any part of the Event or related events (the "Works"), on any social networking/media site, any other website or in any other media whatsoever now or hereafter existing. Unauthorized transmission of any accounts or descriptions of the Event, including play-by-play data, and any distribution thereof by, to, or for any commercial enterprise, and/or any public performance or display thereof, direct or indirect, are also strictly prohibited. Bearer agrees that by causing this credential to be scanned upon entry to the Facility, or by otherwise signing, agreeing to, and/or submitting any application or other document required as a condition to issuing or receiving this credential, Bearer shall be understood to have signed this document and granted the NFL an exclusive, worldwide, sub-licensable, royalty-free license to all copyrights associated with the Works.

Bearer and Accredited Organization understand that while attending an NFL Game or Event, Bearer's image, voice and/or likeness may be captured, including through the use of CCTV and other cameras. Bearer hereby grants the NFL Entities and their respective sponsors, licensees, advertisers, broadcasters, designees, partners, vendors and agents the irrevocable right to capture, use, process, publish, distribute and/or modify Bearer's voice, image or likeness in any media now known or hereafter existing in connection with any part of the Event or related events for any purpose whatsoever, including, without limitation, the commercial purposes of the NFL Entities and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents. Such use includes, without limitation, display on a stadium's video board, with or without use of magnification and/or filters superimposed on Bearer's image. Bearer and Accredited Organization agree that Bearer data may be collected, used, and/or disclosed in connection with Bearer's use of the credential, attendance at the Event, and use of the websites, mobile applications, and other online or offline services of NFL and/or the NFL Entity at whose Facility the applicable Game or Event is located, including without limitation through use of the Facility's Wi-Fi network. By using such online or offline services, Bearer acknowledges that they have read and understood the terms of each applicable privacy policy, which may include without limitation, the NFL Stadium & Event Credentialing Privacy Policy, the NFL's Privacy Policy, available at www.nfl.com/help/privacy, and the privacy policies of one or more other NFL Entities. Please also note that broadcasters and other third parties that are unconnected to the NFL Entities may be independently filming or photographing you when you attend an NFL Game or Event. Although only a small group of entities (such as certain broadcasters) are given permission to film or photograph NFL Games or Events, these entities are separate data controllers in respect of your personal information, and the NFL Entities are not responsible for how those parties use your personal information and for what purposes.

While at the Game and/or Event, the Accredited Organization and the 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 the Bearer.

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 GAME OR EVENT, AND ANY ACTIVITY ASSOCIATED THEREWITH, SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN THE CITY WHERE THE 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 FACILITY. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

**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 Facility of the applicable Game or Event is located, without regard to choice of law principles.

**Severability Clause.** If any provision of these Credential Use Conditions (including the Media Credential Use Conditions below) 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.

## **II. Media Credential Use Conditions**

(Applicable Solely to Members of the Media)

Agreement by Media Members to Additional Terms. Acceptance by any Media Bearer of credentialed access to a Game or Event also constitutes agreement by the Accredited Media Organization on whose behalf such Media Bearer is present to be bound by (1) the General Credential Use Conditions above and these Media Credential Use Conditions (the "Media Credential Use Conditions"), which are also available at www.nflcredentials.com/credentialuseconditions (2) to the extent required by the host Member Club or League Entity, an executed Arbitration and Release and Liability Waiver Form (for the applicable NFL season year), and (3) the NFL Official field Rule Book governing access to the playing which can found https://www.nfl.info/NFLMedia/Documents/2024%20Official%20Playing%20Rules.pdf as well as any other rules that may be issued by or on behalf of a League Entity or host Member Club (including their agents and employees) regarding field and stadium access.

Permitted and Prohibited Media Uses. The credential card authorizes (i) the use by the Accredited Media Organization, 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, recorded, made, created, or compiled by the Accredited Media Organization or the Media Bearer, and (ii) the limited use by the Accredited Media 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 Media Organization's licensing and distribution of Game and Event Materials to third parties for news and editorial coverage purposes, provided (i) the Accredited Media Organization is an established news wire or photo-licensing service, (ii) such licensing or distribution is undertaken in the Accredited Media Organization's ordinary course of business, and (iii) the Accredited Media Organization contractually requires that such third parties use such Game and Event Materials solely for news and editorial coverage.)

Any other use or attempted use by the Media Bearer or the Accredited Media Organization of Game and Event Material or Marks is expressly prohibited, unless the Accredited Media 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: (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 Media 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, other types of souvenir or other merchandise, or sponsored content).

The Accredited Media 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)); (ii) any use of film or video or digital still images is not used to create Simulated

Video (as defined below) of game action; (iii) no video of game action is used (except that, if the Accredited Media 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 Media 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 credential card access (e.g., press conferences, training camp, practice and/or interviews at NFL or Member Club Facilities 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.

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.

These Media Credential Use Conditions also impose 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 relevant Facility on gameday) may be used only by Accredited Media Organizations in accordance with the NFL Video Highlights License (for the applicable season year), which is available at <a href="https://www.nfl.info/NFLMedia/Documents/2024%20Video%20Highlights%20License.pdf">https://www.nfl.info/NFLMedia/Documents/2024%20Video%20Highlights%20License.pdf</a>. Game audio content ("Audio Highlights") is subject to the following limitations: (a) Audio Highlights may only be used by Accredited Media Organization, and solely 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; (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).

The Accredited Media 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 Media Organization's attention.

**No Video of Game Content; No Streaming.** The credential card does not authorize the Media 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 Media Bearers who are video personnel, the credential card only authorizes the Media Bearer to create video of non-Game activities (*e.g.*, player interviews, press conferences) for use in accordance with these Media Credential Use Conditions. 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.

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 Media Credential Use Conditions.

**No Play-by-Play.** While a Game or Event is in progress, the Accredited Media Organization's and Media 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.