

2017 LPGA MEDIA REGULATIONS

General

Your coverage is welcome and permitted in accordance with the below terms and the LPGA Media Credential Terms and Conditions:

Approved LPGA media shall:

- ◇ Have access to the media center and tournament grounds during designated days of an LPGA tournament;
- ◇ Use only professional grade photographic, audio and visual equipment (no flash; minimal noise);
- ◇ Follow the direction of LPGA staff, tournament marshals and other officials;
- ◇ If approved by the LPGA, visibly display a designated indicator in order to gain access inside the ropes (maintain an arm's length of the gallery ropes at all times) during competition. All assistants must remain outside the ropes; and
- ◇ Take all photographs or visual footage at an acceptable distance, as far from the players as possible, from angles not in the direct line of sight of the player and play;
- ◇ Be respectful to the officials, marshals, spectators, other media, and the golf course; and
- ◇ Ensure that all uses of video footage shall be made with a courtesy credit to LPGA.

Approved LPGA media shall not:

- ◇ Transmit live, play-by-play, or real time coverage of any LPGA tournament competition;
- ◇ Act in an unprofessional manner or use the photographic, audio or visual materials in any illegal or inappropriate manner;
- ◇ Walk or stand in playing areas;
- ◇ Approach, distract, or interview players during practice sessions or before/during rounds (until after she has checked, signed and returned her scorecard to the proper official and left the scoring area);
- ◇ Use a golf cart
- ◇ Use an audio recording device within the playing area of the golf course or any other area, other than in the immediate proximity of the media center and/or designated interview area, or as otherwise granted permission from the LPGA;
- ◇ Enter the player locker room or other restricted access areas at any time; and
- ◇ Interfere with the LPGA's exclusive broadcast rights holder personnel or rights.

All members of the media, including its and their agents, affiliates, subsidiaries, and assigns, signing for or using a media credential shall also abide by the LPGA Media Credential Terms and Conditions outlined below. Credentials may be revoked at any time.

2017 LPGA MEDIA CREDENTIAL TERMS AND CONDITIONS

Each individual or media organization issued an LPGA media credential (“Credential”), and its and their employers, principals, agents, affiliates, subsidiaries, or assigns (“Media Member”) hereby agrees to the following Credential Terms and Conditions (“Terms”):

Eligibility; Authorization; Revocation

Each Media Member using a Credential represents that s/he is acting on a specific assignment for a newspaper, or for a press, news or photographic service (freelancers must be on specific assignment and submit original proof of assignment to the LPGA). Each Credential issued by the LPGA operates as a temporary and conditional authorization allowing only the holder of the Credential to access an LPGA tournament to gather information and other content strictly in accordance with these Terms. The LPGA may, in its sole discretion, grant or deny the issuance of Credentials, or modify these Terms upon notice (which shall be effective immediately upon posting on www.LPGAMediaCredentials.com).

In addition, the offer or award of a Credential is contingent upon, and at all times remains subject to, each Media Member’s satisfactory completion of a background check, including but not limited to criminal and/or civil records. The offer or award of a Credential may be rescinded or revoked, and all related privileges terminated, based upon data received in background check report(s). Each Media Member hereby consents to such background checks, and agrees to timely complete any documents or to take any other actions reasonably necessary or desirable to facilitate performance of such background checks, by the LPGA or its designated agency upon request.

The Credential is not transferable and may be revoked at any time.

Exclusive Media Rights; News Coverage

The LPGA owns and retains exclusive media rights on all media platforms, each of the foregoing as now known or hereafter developed to all LPGA tournaments (including, without limitation, competition and all events and activities occurring at the tournament property). The use, account, description, picture, photograph, video, audio, reproduction, or other information acquired on LPGA tournament site other than for news coverage (defined as the description or depiction of newsworthy events or information, but specifically excluding use of content in any commercial manner) is **strictly prohibited**, except:

- (a) With the prior written consent of the LPGA; or
- (b) Where the Media Member represents an established wire and news service (e.g., AP) whose business is to distribute news information to other news organizations for redistribution, provided, such news organization may only use the information for news purposes as though generated by such news organization themselves; provided, further, that, such third-party news organization will be subject to these Terms as though they had signed them.

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

- (a) Have the right to purchase prints of any published photographs taken by Media Member in connection with the Credential, at the best financial terms offered to third parties;

- (b) Subject to Media Member's prior consent, obtain an unlimited, perpetual, non-exclusive license from Media Member, at no additional charge, to use the published photographs for non-commercial worldwide promotion of LPGA. For avoidance of doubt, such license shall be for the LPGA solely and not extend to any other third party;
- (c) Have the right to receive and exploit copies of any audio or video footage shot at the tournament (golf action or other footage) or during the tournament week (i.e., Monday – Sunday, or the conclusion of the tournament, if later than Sunday). If such audio/video is available electronically, Media Member shall send it to the LPGA electronically at no charge, upon request. If such audio/video is not electronically available, the LPGA will pay industry standard copying and shipping costs for all such requests.

Use of Marks

Each Credential authorizes Media Member to use LPGA trademarks in its news coverage of the LPGA and its tournaments. 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 the LPGA. Use of the Credential does not grant Media Member rights to use tournament 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.

Web site; Scoring

Online tournament coverage (including, without limitation, streaming video, digital images, real-time audio, play-by-play, statistics, or other recording or description of the tournament, whether now known or hereafter devised) must not be or purport to be live, play-by-play, hole-by-hole, or real-time coverage. Scoring and statistical information may only appear in the news portion of the Media Member Web site solely in connection with its regular golf coverage in the following manner:

- (a) After such information is posted on LPGA.com;
- (b) 30 minutes after the actual occurrence of the shots (except to report on the occasional and significant historic event); or
- (c) After such information is legally available as public information.

The above limitation shall not apply to internal transmissions between Media Member and its principals, agents, or employees.

Video/Audio and Other Non-Text Content

Media Member may transmit, display, or aid in transmitting or displaying, any non-text content (i.e., photos, video, audio) concerning or in any way relating to the LPGA tournaments or related events for news coverage purposes, only if Media Member complies with the following:

- (a) When submitting a request for a Credential, Media Member shall indicate in the Credential application his/her/its intent to transmit or display non-text content, and such intent has been approved via prior written notice by the LPGA;

- (b) Any non-text accounts (excluding photographic images) captured on the tournament site may only be (i) aired after that day's television coverage has concluded; and (ii) used within 48 hours after the conclusion of the tournament and may be no longer than 3 minutes in length;
- (c) Use of non-text content shall not have any sponsorship or advertising integrated with or around the content in such a way that implies an endorsement or sponsorship relationship between the LPGA and another third party, unless otherwise approved by the LPGA's express prior written consent;
- (d) Television, radio and Internet reports shall be used solely in connection with regularly scheduled programming; and
- (e) Photo galleries must be limited to a reasonable number of LPGA photos, but may be archived.

Furthermore, Media Member agrees and acknowledges that:
any and all other uses of non-text content are strictly prohibited without the prior written approval of the LPGA.

To secure a license for non-text accounts and inquire about associated licensing fees, contact Sandi Higgs, Senior Director of Television and Emerging Media, at Sandi.Higgs@lpga.com.

Social Media

LPGA will not credential media who desire to cover an LPGA tournament solely for social media purposes (e.g., coverage through a social media site including, but not limited to, Facebook, Twitter, Instagram, etc). Notwithstanding the foregoing, LPGA will permit Media Members covering the LPGA tournament on specific assignment for a newspaper, or for a press, news or photographic service to provide updates via the Media Member's social media channel or the journalists' personal account.

Photographs may be used for social media news reporting purposes. Video and any other non-text reporting via social media is strictly prohibited without LPGA's prior written permission.

Use of Image/Likeness

In the event that the name or likeness of any Media Member using this Credential is included in any broadcast, telecast, photograph, film, video or other media taken in connection with the LPGA tournaments and other events, such Media Member grants the LPGA a non-exclusive, transferable, perpetual right and license to use such name and likeness in any media worldwide, whether now known or hereafter devised.

Assumption of the Risk; Release

The Media Member assumes all risk and danger incidental to attending the tournament and related activities, both from known and unknown causes and both obvious and hidden conditions (including, without limitation, being struck by misdirected golf balls or golf carts and any falls on the golf course and surrounding areas) and releases the LPGA, its affiliates, and their employees, members, directors, officers, 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 actual play, or while otherwise on tournament 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 of 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, the LPGA shall (a) have the right to fully participate in the litigation of such claim with counsel selected by Media Member, and approved by the LPGA, 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, New York 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. All Media Members who wish to access an LPGA tournament must submit an application that is signed by both the Media Member and his/her editor.