**ESPN ROAD TO X GAMES: BOISE QUALIFIER 2019**

**NEWS MEDIA COVERAGE AGREEMENT**

In consideration of being granted credentials by ESPN Productions, Inc. ("ESPN") for news media access to Road to X Games: Boise Qualifier 2019 (the “Event”), the executing entity and individual (collectively, "you” the latter “Bearer”) hereby enter into and agrees to comply with all requirements of this News Media Coverage Agreement (this “Agreement”):

ESPN will provide credential(s) necessary for Bearer to gain access to media areas at the Event for the sole and exclusive purpose of news and editorial event coverage and athlete media relations.  Time, area, and scope of access will be at the sole discretion of ESPN. Credential(s) and access may be revoked at any time by ESPN with or without cause, and ESPN shall have no liability to you whatsoever should ESPN revoke such access. Bearer agrees not to attempt to gain access to any area other than those designated for news media or to which Bearer has expressly been granted access. Bearer agrees to confine work relating to interviews or still photography and video solely to those locations within the designated media areas for which Bearer have been specifically assigned for that work. This credential is non-transferable. Bearer agrees not to sell, donate or provide it to anyone before, during or after its use at the Event.

All credentialed media must be on editorial assignment or be otherwise authorized in writing by ESPN.

Credentialed media shall furnish a letter of assignment on company letterhead upon media check-in. Prior to or upon arrival at Event – and before you receive your credentials – you will be asked to sign a copy of this form. If you fail to execute this form, ESPN has the right to deny credentials to you and to your organization.

**Media**

The use, distribution, exhibition, reproduction, adaptation, display, performance or publication of any accounts, descriptions, pictures, photographs, video or audio recordings, reproductions of, or other information concerning the Event (the "Event Material") for purposes other than for news coverage of the Event or for First Amendment-protected purposes (including without limitation use in delayed editorial or non-editorial, advertising, sales promotion or merchandising), is strictly prohibited except with the prior written consent of ESPN. All photos and footage shot at the Event shall be the sole and exclusive property of ESPN including all master elements of the Event Materials that are incorporated into any program, and must be properly licensed through ESPN. Except as expressly provided herein, nothing in this Agreement authorizes or allows you to use any of ESPN’s trademarks, copyrights or other proprietary rights.

Bearer shall obtain all necessary licenses, consents or releases permitting the use of any third party's proprietary material, including, but not limited to any such party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary of personal rights, however denominated included in any photograph taken or other material obtained in connection with its credential. The Bearer is solely responsible for determining what licenses, consents and releases need to be obtained. Bearer agrees to indemnify and hold harmless ESPN and its officers, agents, contractors, employees, licensees, successors, assigns and its parent companies from and against any and all liability, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or relating to: (a) any violation by Bearer of this Agreement or its credential; (b) Bearer's actions at the Events, including without limitation the presence on the Event premises of any cameras, wires, cable or other equipment brought thereon by Bearer; and (c) any other activity of the accredited agency or Bearer in connection with the Events, including without limitation, any claims that the Event Material taken or compiled by Bearer infringes the intellectual property rights, publicity rights or other rights of any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary or personal rights, however denominated.

Credentialed still photographers and video crews will be granted authorization to possess and use still and video cameras or audio recording devices (collectively, "recording devices") respectively within their designated media areas only. If Bearer is found to be in possession of an unauthorized recording device or enters any off-limits area within Event premises, Bearer shall be subject to the confiscation of any such recording device, revocation of Bearer’s credentials and expulsion.

Absent a separate license agreement with ESPN:

Credentialed media may not shoot video of preliminary or final competitions.

Credentialed media may not shoot video or audio of musical performances.

Credentialed media may not stream any video. Streaming rights are the exclusive property of ESPN, Inc.

Credentialed media may film or photograph practices, behind-the-scenes and lifestyle elements and may shoot still photographs of finals and preliminary competitions, subject to the terms of this Agreement.

Credentialed media may photograph only the first three songs of each musical performance. More specific guidelines may apply based on each individual artist’s photo policies.

**CONDITIONS OF USE**

1. **Footage and Photography (i) are for editorial use in regularly scheduled, bona fide, hard news and multi-sport news programs** **only, (ii) cannot be used for any commercial, retail or promotional purposes whatsoever, and (iii) any violations will be strictly enforced.**
2. Each individual footage clip uploaded onto websites shall not exceed 2 minutes in length.
3. You must provide an appropriate video courtesy credit to “ESPN” in any program using highlights.
4. Highlights and other footage of an event can only be displayed during the first week (1) after conclusion of the applicable Event.
5. No “in-progress” highlights or archiving of material is permitted.
6. On-air X Games, ESPN and ABC graphics included in the highlights cannot be blocked or covered.
7. No audio material, including interviews, analysis, or voices of on-air talent, may be used.
8. I understand and acknowledge that I CANNOT sell, vend or license X Games footage or photographs in any way.

I have read and understand all of the abovementioned requirements for credentialed media, and hereby agree to abide by all such requirements. I understand and acknowledge that I am solely responsible to relay these requirements to all persons with whom I have allotted credentials and/or those persons who are under my control. By signing this agreement, I hereby realize that any violations of these requirements will result in the revocation of my credential(s), my removal from the Event and may result in legal action being taken against my company listed below. This Agreement shall be governed by the laws of the State of New York and construed in accordance with the laws of the State of New York applicable to releases executed and wholly performed within the State of New York.

Outlet/Company Name:

(SIGNATURE):

(PRINT NAME):

Title:

Contact number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact**: Danny Chi, ESPN Communications

Office: 213-405-4400