

Texas Rollergirls Media Credentials Agreement

This agreement is modified from the WFTDA Media Credentials
<http://wftda.com/media/wftda-media-credential-guidelines>

OVERVIEW

The Texas Rollergirls may issue media credentials to cover their events. The Texas Rollergirls welcome media attendance at the Events. However, available space is limited; therefore, only a certain number of media credentials will be issued. The Texas Rollergirls will, at its sole discretion, select the media outlets it believes are best positioned to provide media coverage of the current Event. This media credentials agreement has been established to provide you with an understanding of the rights and restrictions associated with the Texas Rollergirls media credentials.

REQUESTS FOR MEDIA CREDENTIALS

(Please note: personal page publishers, discussion board/chat rooms, and subscription-only sites will not be given media credentials.) The Texas Rollergirls will issue media credentials at its sole discretion, with a preference toward staff reporters/photographers and/or freelance journalists/photographers on assignment to cover the Event(s) for an established print or broadcast media outlet. If you are a staff reporter or a freelance journalist on assignment, you must provide us with written verification (from the media outlet) of the assignment to cover the Event(s).

Website-only journalists may be granted media credentials provided that:

- 1) the website has a demonstrated record of original roller derby news content;
- 2) the website's staff writes an overwhelming percentage of that website's material; and/or
- 3) the website can provide certifiable visitor traffic statistics on the credential request form for review.

CRITERIA FOR MEDIA CREDENTIALS

- The Texas Rollergirls will consider the following criteria when issuing media credentials:
- Wire services (AP, AFP, Reuters, etc.);
- Media outlets with a large daily circulation and/or large national audience;
- Local media in Austin, TX; Established roller derby specialty media;
- Freelance journalists/photographers on assignment from a print or broadcast media outlet;
- Established internet sites; and/or
- Other media on a case-by-case basis, at the Texas Rollergirls sole discretion.

An acceptance or rejection e-mail will be sent to you shortly after you submit your request to us. If the Texas Rollergirls grant you media credentials, you will be given information about when and where to pick up your media credentials badge.

CREDENTIAL USAGE

If you have been issued a media credentials badge, you will have access to media work areas at the venue (when space and facilities are available) as well as any other areas where media access is provided. A media credentials badge does not guarantee you unrestricted access to all areas. Even if you have been issued a media credentials badge, you are not guaranteed "comped" admission to the Event. "Comped" admission is at the discretion of the Texas Rollergirls. You must wear your media credentials badge at all times during the Event, and you will be subject to the direction and/or supervision of the Texas Rollergirls and its designated representatives. Media credentials are not transferable; you may not give or loan your media credentials badge to another person for any reason. Any misuse of the media badge will result in the immediate loss of the badge, removal from the event, and the loss of media privileges for future Texas Rollergirls events. Please note that the Texas Rollergirls may restrict the use of any equipment at its sole discretion.

PROPRIETARY RIGHTS AND RESTRICTIONS

You may not use, distribute, exhibit, reproduce, adapt, display, or publish any audio or visual accounts of the Event(s), other than in the manner described below. Nothing in this media credentials agreement authorizes or allows you to violate any trademark, copyright, or other proprietary right of WFTDA, the Texas Rollergirls, the leagues, the teams, and/or the skaters.

REAL-TIME BOUT REPORTING AND TV/VIDEO COVERAGE

The Texas Rollergirls has exclusive broadcast rights to all Texas Rollergirls events and works closely with its official broadcast partner(s) (the "Texas Rollergirls Official Broadcaster"). No camera crews other than those of the Texas Rollergirls or the Texas Rollergirls Official Broadcaster will be allowed to film or broadcast the track and surrounding seating areas during the bouts. "Real-time" is defined as "live and continuous description of an event." The "real-time" transmission of streaming video, digital images, text-casting, and/or real-time audio (including play-by-play and statistics) of any Event by anyone other than the Texas Rollergirls or the Texas Rollergirls Official Broadcaster is not permitted.

The Texas Rollergirls grant you, as a valid media credentials bearer, the right to use the following gathered information:

1. Any use or distribution of Event photographs if they are time-delayed, i.e., released at least five (5) minutes after the event depicted in the photograph occurred. No more than five (5) photographs may be used for news and editorial coverage of a Texas Rollergirls Event.
2. In any instance where the Texas Rollergirls have given you consent to record video of a bout, the recorded footage may be used on a website after the bout has concluded. No more than three (3) cumulative minutes of such video may be used, and the video may be posted only in the 72-hours after the conclusion of the bout. A full single jam may not be aired without prior written approval from the Texas Rollergirls. For access to and use of official Texas Rollergirls bout footage, please see below.
3. Live text or play-by-play accounts (either video or audio) originating from the Event venue are prohibited.
4. Score updates are permitted.
5. Your use of textual statistical information must be reasonably time-delayed and limited in amount (e.g., the score, injuries, record-breaking performances, scoring summaries at the end of halves, a condensed halftime story) so that your online bout coverage does not conflict with the Texas Rollergirls' right to broadcast jam-by-jam accounts of the bout. Should any of these conditions be breached, you (and your media organization) will not be credentialed for future Texas Rollergirls events.

PRE- AND POST-BOUT INTERVIEWS AND PRESS CONFERENCES

You may gain access to the venue to shoot practice sessions, warm-ups, and post-competition interviews in designated media areas and, with special permission, may additionally be in the venue at the time of the bout to record press conferences or other interviews. The aforementioned activities are to be conducted in an area away from the Texas Rollergirls Official Broadcaster's crews so your interviews do not interfere with the Texas Rollergirls Official Broadcaster's rights and personnel.

Please be respectful of the skaters' game schedule when requesting an interview and remember that any skater may decline the interview request. Repeated requests or hassling of an individual for an interview will result in forfeiture of your media credentials.

You will not be permitted to interview skaters in the thirty (30) minutes prior to their bout. Post-bout interviews and press conferences may be held once the Texas Rollergirls Official Broadcaster has concluded its post-bout interview sessions. Post-game interviews will be conducted in the designated media areas or other public areas. Locker rooms and backstage areas are off-limits to all media.

ACCESS TO OFFICIAL TEXAS ROLLERGIRLS VIDEO FOOTAGE

Under the following circumstances, Texas Rollergirls video footage (live or delayed) can be dubbed off of the official Texas Rollergirls DVD of bout footage:

- You cannot use the Texas Rollergirls footage until AFTER the entire day of bouts has been broadcast by the Texas Rollergirls, and your use of the Texas Rollergirls footage MUST occur within seventy-two (72) hours after the last bout of the day has been broadcast. Any use of the WFTDA footage beyond the 72-hour period must be cleared in writing by the Texas Rollergirls prior to use.
- The Texas Rollergirls footage must be aired within a regularly-scheduled newscast or sports program. Any use of the footage beyond the news-use period will require the written consent of the Texas Rollergirls.
- Any and all uses of footage must be accompanied by the appropriate "Video courtesy of the Texas Rollergirls" graphic.
- Any one newscast covering the Event must not have more than three (3) cumulative minutes of bout footage. A full single jam not may be aired without prior written approval from the Texas Rollergirls.
- Up to two (2) DVDs of official Texas Rollergirls footage will be provided to you if requested within forty-eight (48) hours after the day of bouts is broadcast.
- The Texas Rollergirls footage may only be aired by your specific media outlet. You cannot assign or transfer the right to use the Texas Rollergirls footage. If you or your media outlet would like to use the Texas Rollergirls footage in any manner not described above, please contact the Texas Rollergirls for permission.

INTERNET/SOCIAL MEDIA

If you are with an Internet radio station and/or a podcast, you cannot carry any broadcast report from the venue while the bout is still in progress. You may, however, report on the Events within a newscast and are not precluded from reporting or updating the score of the bout while it is in progress if you are outside of the venue. You may not – directly or indirectly – blog or otherwise provide live play-by-play or jam-by-jam reports, continuous updates, or textcasts from the venue while the bout is in progress.

EVENT PHOTOS

If you have been issued media credentials, you have a limited, non-exclusive, and nontransferable license to take and use photographs of the Event, as long as such use does not imply an endorsement or sponsorship relationship between a third-party and the Texas Rollergirls, the WFTDA, the leagues, teams, and/or skaters.

- The photos you take at an Event are your property. The Texas Rollergirls claim no right to use those photographs without your prior consent. The Texas Rollergirls have a right to view the photos taken at an Event and may request a license agreement with you for use of a photo. Terms of the usage agreement are at the discretion of the photographer and/or media organization.
- You understand that any commercial sale of images from the Event will require model releases from any identifiable person in the image. You are responsible for obtaining the proper releases.
- You agree not to post bout or skater photographs that are not in the spirit of the Texas Rollergirls' values. This includes, but is not limited to, posting bout images to websites that rely heavily on nudity, sexual content, violence, obscenity, and/or websites that advocate illegal behavior or discrimination based on race, gender, and/or sexual orientation.
- You will make every effort to avoid obstructing the view or impacting the safety of any fan, skater, official, or other attendee of the Event.
- You understand that acceptance for media credentials does not guarantee access to all areas of the Event and may not guarantee provide paid admittance to the Event.
- You acknowledge that the media badge does not guarantee a track floor shooting position. Due to space constraints, you may be assigned to alternate positions. The Texas Rollergirls liaison will provide you with location assignments and restrictions specific to the Event and venue. If you are allowed to shoot from designated photo boxes on the track, you may only enter/exit these areas between jams, at half-time, and

during official time outs. Access to the Center Track position is given at the discretion of the Head Referee. If asked by security or officials to vacate any designated area, please do so promptly.

ASSUMPTION OF RISK AND RELEASE

You assume all risk and danger incidental to the sport of roller derby, as well as any risk or danger reasonably foreseeable while on the grounds of the venue, and you release the Texas Rollergirls, its employees, members, directors, officers, host site, title sponsors, participating skaters, volunteers, assigns, and all agents thereof from any and all liabilities resulting from injuries or personal property loss occurring before, during or after actual play, or while otherwise at the Event venue or any associated Texas Rollergirl events.

USE OF IMAGE/LIKENESS

In the event that your name or likeness is included in any broadcast, telecast, photograph, film, video, or other media taken in connection with the Events, you grant the Texas Rollergirls a nonexclusive, transferable, perpetual right and royalty-free license to use (and to sub-license the use of) your name and likeness in any media worldwide, whether now known or hereafter devised.

INDEMNIFICATION

You jointly and severally indemnify, defend, and hold the Texas Rollergirls (and its officers, directors, and representatives) 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 by you, including, without limitation, your breach of any term of this agreement. With respect to any claim that might give rise to your liability as an indemnitor, Texas Rollergirls will (a) have the right to fully participate in the litigation of such claim with counsel selected by you or your media organization, and approved by the Texas Rollergirls, at no expense to the Texas Rollergirls; and (b) not be obligated, without its consent, to participate in any settlement of such claim.

OUR MISSION

If possible, Texas Rollergirls would appreciate it if you would include the following information somewhere in your bout coverage:

"Austin Texas Rollergirls is a 501(c)(3) non-profit public charity dedicated to playing and promoting the sport of Women's Flat Track Derby. We provide superior athleticism every time we play and are committed to introducing new fans to our revolutionary sport. Please see our website, www.texasrollergirls.org, for upcoming bouts and events."

AGREEMENT

You must agree to these terms upon submission of your request for media credentials for the Texas Rollergirls Event. Submission of your request and/or acceptance and use of the media credentials badge constitutes your agreement to abide by the terms and conditions contained herein. Failure to abide by the terms and conditions will result in loss of your media credentials for the current Event and future Texas Rollergirls events