



MEDIA CREDENTIALS FOR 302 POLO LLC EVENTS

TERMS AND CONDITIONS

The term "Event" as used herein includes without limitation each practice, exhibition, regular-season, or post-season match hosted by 302 Polo LLC in Aiken, South Carolina ("302"). Each individual or entity signing below or using a credential, and his/her/its employer(s) (each signatory, user, and employer, a "Bearer"), agrees to the following:

- Permitted Use.** Bearer represents that it is acting on specific assignment for a newspaper, press, news or photographic service and that Bearer is authorized to bind himself or herself and any entity or entities with which he or she is affiliated to these terms and conditions. The use of any account, description, picture, photograph, video, audio, reproduction, or other information concerning any aspect of, or person in connection with, the Event (the "Event Information") other than for news coverage of, or magazines, books or stories about the Events, or for First Amendment-protected purposes, is prohibited, except (i) by prior written consent of 302 or (ii) as specifically and expressly licensed by Paragraph 2 below.
- Limited License.** The credential confers on Bearer a limited, revocable, non-exclusive and non-transferable license to take photographs and videos at or of the Event, and to allow the entity that engaged the Bearer to use such images only for news coverage of, or magazines, books or stories about, the Event, other editorial purposes, and reprints of news pages from such entity's publications, provided that such use is not likely to create, or does not actually create, confusion in the minds of the trade or public that reprints or elements therein, or the items on which they are reprinted, are sponsored or endorsed by, or affiliated with, any of the Polo Entities (as defined below), or that any of the Polo Entities has licensed Bearer to use any of its IP Rights (as defined below). Nothing herein authorizes Bearer to violate any trademarks, copyrights, moral rights, rights of privacy, rights of publicity, or other proprietary or personal rights (collectively, the "IP Rights") of 302, the United States Polo Association, the North American Polo League (or any of its constituent teams or clubs), or any of their respective owners, shareholders, affiliates, venue owners and managers, host organizations, sponsors, players, officials, participants, coaches, managers, trainers, umpires, horses, partners, agents, officers, directors, employees, and other personnel (collectively, the "Polo Entities"). The Polo Entities are respectively the exclusive owners of, and expressly reserve all rights in, their IP Rights in their names, likenesses, logos, trade dress, mascots, and uniform designs. In exchange for the access granted by the credential, Bearer hereby grants to each of the Polo Entities the right to purchase copies of any photographs or videos taken by the Bearer in connection with the credential at the best financial terms offered to any third party, and such purchasing Polo Entities shall be granted a license at no additional charge to use such photographs and videos for any purpose whatsoever. Bearer agrees that separate written consent of the appropriate Polo Entities is required to use, offer to sell, or sell, any Event Information featuring their respective trademarks, names, likenesses, logos, uniform designs, copyrights or other IP Rights for commercial purposes, including without limitation for use in third-party advertisements or on consumer products. The release, use, or publication of any Event Information that in any way adversely affects the reputation of any of the Polo Entities is prohibited. Bearer shall at all times be subject to the direction and/or supervision of 302 and its designated agents or employees, and 302 rules and regulations.
- 302 Limited Use Copy.** In addition to the provisions contained in Paragraph 2 pertaining to 302's right to purchase copies of photographs or video footage, Bearer is required to provide 302 with one (1) copy of either (i) each photograph taken at each 302 event if the Bearer is a photographer; or (ii) the video taken at the 302 event if the Bearer is a videographer. The Bearer grants to 302 the limited use of the copy for: legal purposes, use on the 302 website (www.302polo.com), or for use in 302 printed materials (i.e. 302 magazine, posters, or programs).
- Accessible Areas; Parking.** Photographs and videos may be taken only in areas designated by 302. Bearer shall not enter the team staging area during matches. A valid parking pass must be displayed from the Bearer's vehicle, which may be parked only in designated "Media Parking" areas.
- Transmissions While Event is in Progress.** While the Event is in progress (including intermissions or interruptions), Bearer shall not display or transmit or aid in displaying or transmitting any Event Information except (i) to report on a historic or significantly newsworthy event if such report is solely in text-based form, (ii) as internal transmissions to Bearer's employer, or (iii) for on-line display of up to seven (7) still photographs of the Event.
- Assumption of Risks.** Bearer assumes all risks incidental to (i) the performance of Bearer's services in connection with the Event or (ii) operation of the Event, whether occurring prior to, during, or subsequent to the actual playing in respect of the Event, including, but not limited to, the risk of being injured by players, umpires, participants, horses, vehicles, polo balls, mallets, or other polo equipment. Bearer agrees that the Polo Entities shall not be liable for damages including, without limitation, damages for injuries or loss of or damage to personal property or equipment.
- Special Guests; Celebrities; Players.** Seeking or obtaining autographs from any player, personnel, public figure, or other individual at or adjacent to the Event venue is strictly prohibited. Bearer should arrange at least 48 hours in advance for any interview of any player, coach, official, special guest, or celebrity attending or participating in the Event. Excessive (as determined by 302) photographing or filming of any specific individuals without their prior consent is prohibited. During play or any intermission or interruption of match play, no questions or comments shall be directed to any of the players, umpires, participants, or coaches.
- Consents; Indemnification; Release; Law.** Bearer shall obtain all licenses, consents, and releases required (and is solely responsible for determining which are required) for use of any IP Rights of any of the Polo Entities or of any third party. Bearer shall indemnify, defend (if requested) and hold harmless the Polo Entities from and against any and all claims, liability, loss, damage or expense (including attorneys' fees and expenses) against third-party claims arising out of or relating to: (i) Bearer's use of any Event Information, including, without limitation, any claim that use of such Event Information infringes any third party's IP Rights; (ii) Bearer's acts or omissions; (iii) the presence at or near the Event venue of any cameras, wires, cable or other equipment brought thereon by Bearer; or (iv) Bearer's breach of any term of the credential. With respect to any claim against Bearer in connection with the credential, 302 shall have the right to fully participate, at Bearer's sole expense, in litigation or settlement negotiations in respect of such claim, with counsel selected by the indemnifying Bearer and approved by 302. **Bearer releases the Polo Entities from all liability which may result from injuries or loss of personal property or equipment sustained by the Bearer or any other third parties associated with access to the Event.** The credential and the terms and conditions hereof shall be governed by South Carolina law, without regard to the conflicts or choice of law principles thereof.
- Use of Bearer Name and Likeness.** The Bearer grants to the Polo Entities the non-exclusive, irrevocable, transferable, perpetual right and license to use (and sublicense) the Bearer's name and likeness in any media worldwide whether now known or hereafter discovered or devised, in the event that the name or the likeness of the Bearer is included in any broadcast, telecast, photograph, film, video, or other media taken in connection with the Event.

THE CREDENTIAL IS NON-TRANSFERABLE AND MAY BE REVOKED AT ANY TIME WITHOUT CAUSE OR NOTICE.

Signature: _____ Affiliation: _____

Name (please print): _____ Date: ____ / ____ / ____