



## PRO FOOTBALL HALL OF FAME

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ProFootballHOF.com

### 2022 CREDENTIAL MEMO

July 1, 2022

TO: CREDENTIAL HOLDERS  
FROM: RICH DESROSIERS, CHIEF COMMUNICATIONS & CONTENT OFFICER

Attached is the credential card granting privileged and revocable access to Games and Events of National Football Museum Inc. d/b/a the Pro Football Hall of Fame during the 2022 NFL season. All capitalized terms used in this memorandum but not defined will have the meanings set forth in the attached Credential Use Conditions, which are also available at <https://nflcommunications.com/Documents/Credentials2022.pdf>. Also included with this memorandum are several related polices and agreements, including the Back of Credential Card language, the 2022 Arbitration and Release and Waiver of Liability Agreement, the Sideline/Close Proximity Video Access Agreement, and the 2022 NFL Video Highlights License.

In exchange for access to our facilities and/or stadium in ways not available to the general public, you have agreed to the Credential Use Conditions governing your access and the use of the content you gather using that access. Credential cards must be displayed at all times in order to enter and remain in our facilities and/or stadium.

By accepting a credential card and accessing a Game or Event, the Accredited Organization and the Bearer each agrees to be bound by all terms and conditions set forth in the Credential Use Conditions. If you do not agree to the Credential Use Conditions you may not access our facilities and/or stadium for any of the purposes authorized by the Credential Use Conditions. The credential card may not be used by, or lent, transferred or delegated to, any individual or entity other than the Accredited Organization and Bearer to which it was directly issued.

Please note that the Credential Use Conditions include waivers and releases that are required as a condition to accessing Games and Events during the 2022 NFL season, **including, without limitation, with respect to the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof.** As set forth in the 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, a signed Sideline/Close Proximity Video Access Agreement, but Simulated Video is not permitted under any circumstances.

Attachment

## **Credential Use Conditions – 2022 NFL Season**

### **1. Binding Agreement**

Acceptance of credentialed access to a Game or Event (each as defined below) constitutes agreement by the Accredited Organization (as defined below) and the Bearer (as defined below) to be bound by (1) the following terms and conditions (the “Credential Use Conditions”), which are also available at <https://nflcommunications.com/Documents/Credentials2022.pdf>, (2) to the extent required by the host Club, an executed 2022 Arbitration and Release and Liability Waiver Form, and (3) the NFL Official Rule Book governing access to the playing field area, which can be found at <https://nflcommunications.com/Pages/2022-Official-Playing-Rules.aspx>, as well as any other rules that may be issued by or on behalf of the National Football League and/or member clubs of the National Football League (each, a “Member Club” and collectively, the “Member Clubs,” including their agents and employees) regarding field and stadium access.

### **2. Purpose**

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 Member Club stadium and/or facility or to a designated NFL event for an individual (the “Bearer”) who is working for, or on behalf of, the Accredited Organization and has a legitimate working function at the game or event for which this credential card is issued (the “Game” or “Event”, as applicable). It may not be transferred by the Bearer or the Accredited Organization to which it is directly issued and the Bearer may use it only and directly for or on behalf of the Accredited Organization for the purposes permitted by these Credential Use Conditions. Any unauthorized use of the credential card subjects the Bearer to ejection and prosecution for criminal trespass and subjects the Accredited Organization to revocation of its credentials for future Games or Events. A League Entity (as defined below) or the applicable Member Club, at its sole discretion, may revoke any Accredited Organization’s or individual Bearer’s credentials. For purposes of these Credential Use Conditions: (i) “League Entities” means the National Football League, its affiliates and each of their agents and employees; and (ii) “NFL Entities” 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.

### **3. Permitted Uses**

- a. The credential card authorizes (i) the use by the Accredited Organization only, 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, made, created, or compiled by the Accredited Organization or the Bearer, and (ii) the limited use by the Accredited 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 Organization's licensing and distribution of Game and Event Materials to third parties for news and editorial coverage purposes, provided (i) the Accredited Organization is an established news wire or photo-licensing service, (ii) such licensing or distribution is undertaken in the Accredited Organization's ordinary course of business and (iii) the Accredited Organization contractually requires that such third parties use such Game and Event Materials solely for news and editorial coverage purposes.) Any other use or attempted use by the Bearer or the Accredited Organization of Game and Event Material or Marks are expressly prohibited, unless the Accredited 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 (unless otherwise expressly authorized herein or in writing by the applicable League Entity): (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 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 or other types of souvenir or other merchandise or sponsored content). Additionally, while at the Game and/or Event, the Accredited Organization and 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 Bearer.

- b. The Accredited 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) purposes; (ii) any use of film or video or digital still images is not used to create Simulated Video (as defined in Section 4.a below) of game action; (iii) no video (as defined in Section 4.a below) of game action is used (except that, if the Accredited 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 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 credentialed card access (*e.g.*, press conferences, training camp, practice and/or interviews at NFL venues 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.

- c. 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.
- d. The 2022 NFL credential card also imposes 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 stadium on gameday) may be used only in accordance with the 2022 NFL Video Highlights License, which is both attached hereto and available at NFLcommunications.com. Game audio content (“Audio Highlights”) is subject to the following limitations: (a) Audio Highlights may only be used 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 but no more than a total of six minutes of Audio Highlights from all games 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).
- e. The Accredited 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 Organization’s attention.

#### **4. No Video of Game Content; No Streaming**

- a. The credential card does not authorize the 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 video personnel who are Bearers, the credential card only authorizes the Bearer to create video of non-Game activities (*e.g.*, player interviews, press conferences) for use in accordance with the terms below. 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.

- b. 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 Credential Use Conditions.

## **5. No Play-by-Play**

While a Game or Event is in progress, the Accredited Organization's and 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.

## **6. 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 ALSO UNDERSTAND THAT NOVEL CORONAVIRUS SARS-COV-2 AND ANY RESULTING DISEASE (TOGETHER WITH ANY MUTATION, ADAPTATION OR VARIATION THEREOF, "COVID-19") IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE ARE OR HAVE BEEN PRESENT. NO PRECAUTIONS, INCLUDING THE PROTOCOLS THAT WILL BE IMPLEMENTED FROM TIME TO TIME BY THE HOST CLUB, THE NATIONAL FOOTBALL LEAGUE AND/OR THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, FEDERAL AND STATE GOVERNMENTAL AGENCIES) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND/OR UNDERLYING MEDICAL CONDITIONS. EXPOSURE TO COVID-19 CAN RESULT IN BEING SUBJECT TO QUARANTINE REQUIREMENTS, ILLNESS, DISABILITY, OTHER SHORT- AND LONG-TERM HEALTH EFFECTS, AND/OR DEATH, REGARDLESS OF AGE OR HEALTH CONDITION. BY ENTERING THE STADIUM OR FACILITY, THE BEARER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.

THE ACCREDITED ORGANIZATION AND THE BEARER 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 to waive any and all claims and potential claims (other than claims by bearer against their employer for workers' compensation) related to the above risks, hazards and dangers; and (iv) agree to indemnify and hold harmless the NFL Entities 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 stadium or other facility, except to the extent such liability, loss, damage or expense arises out of the willful or intentional misconduct of the NFL Entities.

## **7. Compliance with Policies**

The Accredited Organization and the Bearer also agree that they are not acting for the NFL Entities in any manner whatsoever and are not employees or agents of the NFL Entities. The Accredited Organization and the Bearer also acknowledge and agree to comply with all applicable policies of the NFL, the host club and the stadium or other facility, including, without limitation, any security and conduct policies, and any health and safety policies and assessments. The Bearer and Bearer's belongings may be searched upon entry into the stadium or other NFL or club facility and/or other security checkpoints, and the Bearer consents to such searches and waives any claims that Bearer might have against the NFL Entities in connection therewith. If the Bearer fails to consent to such searches, it is agreed and understood that Bearer will be denied access to the stadium or other facility. Any Bearer who is deemed disorderly, or who fails to comply with these Credential Use Conditions or any and all security measures, shall be subject to, if appropriate, ejection from the stadium or other facility and prosecution, and such conduct shall also subject the Accredited Organization on whose behalf the Bearer is present to revocation of its credentials for future Games and Events. Further, the NFL or host club, as applicable, reserves the right to deny admission to or eject any person who the NFL or host club, in their sole discretion, determines poses a risk to the health and safety of other attendees.

Admission may be refused or withdrawn or the Bearer ejected, or credentials revoked, in the sole discretion of the NFL or the host club, as applicable. 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) 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.

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

## **9. 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 Stadium or other facility of the applicable Game or Event is located, without regard to choice of law principles.

## **10. Severability Clause**

If any provision of these Credential Use Conditions 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.

**[BACK OF CREDENTIAL CARD]**

**THE TERMS AND CONDITIONS GOVERNING USE OF THIS CREDENTIAL ARE SET FORTH IN THE CREDENTIAL USE CONDITIONS, WHICH ARE AVAILABLE AT <https://nflcommunications.com/Documents/Credentials2022.pdf> AND INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THIS CREDENTIAL, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ARE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THE CREDENTIAL USE CONDITIONS. YOU ALSO ACKNOWLEDGE AND AGREE TO COMPLY WITH ALL APPLICABLE POLICIES OF THE HOST CLUB, THE NFL AND THE EVENT VENUE (INDIVIDUALLY OR COLLECTIVELY, "MANAGEMENT"), INCLUDING WITHOUT LIMITATION, ANY SECURITY AND CONDUCT POLICIES, AND ANY HEALTH AND SAFETY POLICIES AND ASSESSMENTS. MANAGEMENT RESERVES THE RIGHT TO DENY ADMISSION TO OR EJECT ANY PERSON WHO MANAGEMENT, IN ITS SOLE DISCRETION, DETERMINES POSES A RISK TO THE HEALTH AND SAFETY OF OTHER ATTENDEES AND/OR WHOSE CONDUCT VIOLATES THE CREDENTIAL USE CONDITIONS. BY ACCEPTING THIS CREDENTIAL, YOU ACKNOWLEDGE THAT YOU VOLUNTARILY ASSUME ALL RISKS, HAZARDS AND DANGERS INCIDENT TO THE EVENT AND RELATED EVENTS, INCLUDING THE RISK OF PERSONAL INJURY (INCLUDING DEATH), THE RISK OF EXPOSURE TO COMMUNICABLE DISEASES, VIRUSES, BACTERIA OR ILLNESSES (INCLUDING WITHOUT LIMITATION THE NOVEL CORONAVIRUS SARS-COV-2 (TOGETHER WITH ANY MUTATION, ADAPTATION OR VARIATION THEREOF, "COVID-19")) OR THE CAUSES THEREOF, OR LOST, STOLEN OR DAMAGED PROPERTY, WHETHER OCCURRING BEFORE, DURING, OR AFTER THE EVENT, HOWEVER CAUSED, AND HEREBY WAIVE ALL CLAIMS AND POTENTIAL CLAIMS RELATED TO SUCH RISKS, HAZARDS AND DANGERS.**



## 2022 ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS ARBITRATION AND RELEASE AND WAIVER OF LIABILITY AGREEMENT (THIS "AGREEMENT") HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION AND A WAIVER OF YOUR RIGHT TO BRING A CLASS ACTION.**

IN CONSIDERATION of obtaining a credential card and being permitted to enter (or re-enter) and remain at any [CLUB NAME] Game or Event at [VENUE], including all surrounding parking areas, pedestrian plazas and entryways (collectively, the "Facilities") during the 2022 National Football League Season, I, on behalf of myself and my heirs, assigns, executors, administrators, next of kin and other persons acting or purporting to act on my or their behalf (collectively, "Related Persons"), hereby acknowledge and agree as follows:

- 1. Acknowledgments of COVID-19 and Other Risks of Injury to Person or Property.** I fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that will be implemented from time to time by the [CLUB NAME], the National Football League and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "Facilities Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. **I fully understand and knowingly and voluntarily assume all risks** related to my obtaining a credential card and being granted access to, traveling to and from, entering, re-entering or remaining, and providing services at, the Facilities, including, without limitation, the risk of bodily injury, the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19), and the causes thereof, sickness, personal injury, disability, other short-term or long-term health effects and death, and lost, stolen or damaged property, which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). I accept personal responsibility for any and all damages, liability, and other losses that I or any of my Related Persons may incur in connection with the foregoing risks.

- 2. Release, Waiver of Liability, and Covenant Not to Sue.**

**(A) I, on behalf of myself and each of my Related Persons, hereby KNOWINGLY, voluntarily and irrevocably and forever release, waive and**

discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to) any and all claims, suits, causes of action and claims for damages, whether past, present or future, and whether known or unknown, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, which I or any of my Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) my exposure to COVID-19; (ii) my provision of services at the FACILITIES; (iii) my travel to or presence within the FACILITIES or compliance with any FACILITIES Protocols OR any of the OTHER POLICIES or protocols AT THE FACILITIES; or (iv) any of the risks identified above in Section [2], in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. Nothing in the release set forth in this Section [3] shall be construed as a release of any claims I may have against the third-party entity for which i am performing services as an employee or contractor ("EMPLOYER") or any rights I may have to receive workers' compensation. I understand that this Release, waiver of liability, and covenant not to sue is intended to be as broad and inclusive as permitted by law and agree that if any portion of this Release, waiver of liability, and covenant not to sue is invalid, the remainder will continue in full legal force and effect.

(B) For the purposes hereof, the "Released Parties" are: (i) NATIONAL FOOTBALL MUSEUM INC. d/b/a THE PRO FOOTBALL HALL OF FAME, THE NATIONAL FOOTBALL LEAGUE and ALL OF its OTHER member CLUBS, and each of thOSE ENTITIES' respective affiliates, administrators, designees, licensees, sponsors, agents, owners, officers, directors, employees, contractors (AND ALL EMPLOYEES OF SUCH CONTRACTORS) and other personnel (collectively, THE "nfl RELEASED Parties"); (ii) the owners, lessees and sublessees of the FACILITIES; (iii) contractors and other vendors performing services at the FACILITIES; (iv) other third parties present at or from time to time brought to the FACILITIES (including, without limitation, medical personnel); and (v) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities; provided, however, that the Released Parties shall not include MY EMPLOYER.

3. **Agreement to and Acceptance of Credential Use Conditions.** I have read, agree to and accept the Credential Use Conditions, which I understand govern my access and the use of the content I gather using that access, to any National Football Museum Inc. d/b/a the Pro Football Hall of Fame Game or Event at Tom Benson Hall of Fame Stadium, the Canton Memorial Civic Center or Centennial Plaza during the 2022 National Football League Season, which conditions can be found at

<https://nflcommunications.com/Documents/Credentials2022.pdf>, and which conditions are incorporated herein by reference.

4. **Governing Law**. I agree that this Agreement shall be governed by the laws of the State of Ohio without regard to choice of law principles.
5. **Arbitration Agreement**. I agree that (a) any current or future claim, action or proceeding between me and any of the Released Parties arising out of or relating to this Agreement, or my presence or work at the Facilities (collectively, the "Claims"), must be submitted for confidential, final and binding arbitration to Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to the Federal Arbitration Act ("FAA"), (b) the FAA is applicable because the NFL Released Parties are engaged in transactions involving interstate commerce, (c) the arbitration shall proceed before a single arbitrator, (d) the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, (e) any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated to the arbitrator selected pursuant to this provision, (f) the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law; (g) judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; (h) the award may be vacated or modified only on the grounds specified in the FAA or other applicable law; and (i) any arbitration conducted pursuant to this Agreement shall take place in Canton, Ohio.
6. **Class Action Waiver**. I agree that all claims in connection with, relating or incidental to my obtaining a credential card and being granted access to, traveling to and from, entering, re-entering or remaining, and providing services at, the Facilities, and any activity associated therewith must be pursued on an individual basis only. By signing this Agreement, I hereby waive my right to commence, or be a party to, any class or collective claims against the Released Parties.
7. **Severability**. I agree that if any provision or part thereof contained in this Agreement is declared illegal, unenforceable or ineffective, such provision or part thereof shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, such provision or part thereof shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.
8. **Relationship Between the Parties**. Nothing in this Agreement, the Credential Use Conditions, the Facilities Protocols or any of the other policies or protocols in place at the Facilities shall be construed to create an employer-employee, principal-agent or independent contractor relationship between any of the NFL Released Parties or other Released Parties and me. At all times I shall remain an employee or contractor, as applicable, of my Employer and shall look solely to my Employer, and

not any of the Released Parties, for all compensation, benefits and insurance and any other claims I may have arising out of or related to the performance of my services and my entry into and presence at the Facilities.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT; understand its terms, including that I am hereby giving up substantial legal rights; understand that it is a material inducement for my being granted a credential and permitted access to and continued presence at the Facilities and that the NFL Released Parties and the other Released Parties are relying upon it; and further agree that no oral representations, statements or inducements contrary to anything contained herein have been made by any of the NFL Released Parties or other Released Parties or by my employer.

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
**Name of Credential Bearer (please print)**

\_\_\_\_\_  
**Signature of Credential Card Bearer**

\_\_\_\_\_  
**Date**

**Sideline/Close Proximity Video Access Agreement**

In consideration of the sideline/close proximity access rights granted to **[Name of TV Station]** ("Station") for the purpose of filming at National Football Museum Inc. d/b/a the Pro Football Hall of Fame NFL football games, Station agrees as follows:

1. Station hereby grants to National Football League, NFL Productions LLC, and each of their affiliates (altogether "NFL Films") an exclusive worldwide, royalty-free license in and to any and all video footage (including accompanying audio) of NFL game content captured and/or created by Station in the course of any access granted by the Club (such footage and related audio, the "Footage") for use in any and all media now known or hereafter developed ("Licensed Uses"). This grant authorizes NFL Films or its designees, at its or their expense, to sue for infringement based on any violation of the rights granted pursuant to this license. The license shall last for the duration of the copyright in the Footage.
  
2. Station acknowledges that stations granted sideline and/or close proximity access ("Participating Stations") must create and maintain a pool system for stations that do not have access. Station agrees to operate, and provide access to the Footage for, the pool pursuant to reasonable arrangements arrived at among Participating Stations and the Club.
  
3. Station shall use Footage solely pursuant to the Credential Use Conditions and the 2022 Credential Memo and solely for Station's television news coverage of NFL football games aired during Station's regularly scheduled television news programs and not for distribution by any other medium whatsoever, including, but not limited to, any Licensed Uses, provided, however, that NFL Films grants Station a worldwide, royalty-free, revocable, non-exclusive license to use Footage solely in connection with Station's non-archived online simulcasts of Station's television news programs.

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
On behalf of the Club, the NFL and NFL Films

**Accepted and Agreed to:**

By: \_\_\_\_\_  
On behalf of [Name of TV Station]

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

## **2022 NFL VIDEO HIGHLIGHTS LICENSE**

### **1. Grant of License to Use Highlights in Regularly Scheduled News Programs, Continuous Loop News Services, and Sports Wrap-Up Shows:**

This 2022 NFL Video Highlights License (the "*License*") grants your station a limited, non-transferable license to use properly obtained excerpts from National Football League ("*NFL*") games (collectively, "*Highlights*") for news purposes in regularly scheduled news programs, continuous loop news services, and sports wrap-up shows that, in each case, air only (except as set forth below) on a linear television programming service in the United States or Canada. Highlights include any and all footage of NFL game action and ancillary activities occurring inside the stadium (e.g., pre-game and sideline activities), regardless of the source of such footage. For purposes of this License:

- (a) "*Regularly Scheduled News Programs*" shall mean traditional news programs that regularly include news, sports and weather segments, and in which the sports segment does not constitute more than one-third of the programming content (excluding commercial time) and does not disproportionately focus on the NFL and/or individual NFL clubs, players or other personnel. For clarity, programs that do not include regular updates on the results of current sporting events (e.g., "60 Minutes", "The Rachel Maddow Show") are not considered "regularly scheduled news programs."
- (b) "*Continuous Loop News Services*" shall mean general news or sports news services that repeat such news on a regular or "wheeled" basis, such as those offered by CNN Headline News and ESPN News.
- (c) "*Sports Wrap-up Shows*" shall mean programs that are aired year-round on at least a weekly regular schedule (i.e., same night, same time), are produced in the traditional "news" manner and focused on the sports headlines of that day or week and that do not, in any one show or series of shows, focus disproportionately on the NFL and/or individual NFL clubs, players or other personnel. For clarity, "sports wrap-up shows" do not include newscasts that are extended on an occasional basis on game days during the NFL season.
- (d) "*Broadcast Window*" shall mean:
  - (i) with respect to each day during which NFL games are played other than the days of the Conference Championship Games and Super Bowl, the period beginning one (1) hour before kickoff of the first game played on such day and ending upon the completion of the last game played on such day; and
  - (ii) with respect to each day during which one or more Conference Championship Games are played, the period beginning one (1) hour before kickoff of the first such game played on such day and ending upon the

completion of the trophy presentation following the last such game played on such day; and

(iii) with respect to the day of the Super Bowl, the period beginning four and one-half (4.5) hours before kickoff of the Super Bowl and ending upon completion of the Super Bowl trophy presentation.

Examples of programming not covered by this License include, but are not limited to, pre-game and post-game shows, coaches' shows, talk shows (including, without limitation, radio sports talk shows that are syndicated on television), commercials, sponsored vignettes, and feature programming (in each case, regardless of whether or not such programming is produced by news departments).

Certain local affiliate stations of the NFL's national television broadcast partners *may* have limited rights to use Highlights within local post-game shows aired within NFL markets. Such stations should consult with their network affiliate relations department or network sports department for specific rules and limitations relating to the use of Highlights.

## **2. No Highlights While Game in Progress:**

*Notwithstanding anything to the contrary herein, there may be no use, including public performance or public distribution, of Highlights from an NFL game while that game is in progress.*

## **3. Limitations on Rights to Use Highlights in Regularly Scheduled News Programs, Sports Wrap-Up Shows and Continuous Loop News Services:**

- (a) Subject to the restrictions set forth in this License, television networks and stations have the right to use Highlights in their Regularly Scheduled News Programs and Sports Wrap-up Shows as follows:
- (i) during the period from the start of the Broadcast Window until twelve (12) hours after the conclusion of the Broadcast Window, up to a total of six (6) minutes of Highlights per program from completed NFL games; provided that no more than two (2) minutes of Highlights per program may be from any one such completed NFL game; **OR**
  - (ii) during any period outside the period described in clause (i) above (i.e., more than twelve (12) hours after the conclusion of the Broadcast Window and prior to the re-commencement of the Broadcast Window), up to a total of two (2) minutes of Highlights per program from NFL games played during the preceding seven (7) days.
- (b) Subject to the restrictions set forth in this License, television networks and stations have the right to use Highlights in their Continuous Loop News Services as follows:

- (i) up to fourteen (14) plays per half-hour segment from NFL games played during the preceding seven (7) days in a continuous loop news service with a thirty minute "wheel" format; OR
- (ii) up to seven (7) plays per fifteen-minute segment from NFL games played during the preceding seven (7) days in a continuous loop news service with a fifteen minute "wheel" format.

#### **4. Use of Highlights Outside the Scope of the License/Broadcast Window:**

Use of Highlights at such times and/or in circumstances not expressly permitted by this License must be approved and licensed by NFL Films. Please note that NFL Films does not license television stations the right to use Highlights within the Broadcast Window.

#### **5. Commercial Uses Prohibited:**

This License does not grant any right to use Highlights for any commercial purpose. Commercial sponsorship of Highlights is strictly prohibited. While the foregoing does not prohibit traditional sponsorship of a news show focused solely on sports, or the overall sports news portion of a regularly scheduled news show, any sponsorship of Highlights generally and/or individual NFL game elements within such a telecast is expressly prohibited. There may be no sponsored "play(s)-of-the-day," "catch(es)-of-the-day," "player(s)-of-the-day," etc. – as in, for example, "the NFL play-of-the-day brought to you by X Cola."

In addition, in no case may any logo, trademark, advertisement, or other graphic be superimposed, "burned-in" or otherwise incorporated in, appear in any way in conjunction with, or be located adjacent to, any Highlights (e.g., no sponsor or other third party logos may appear above or next to the frame of any NFL game footage).

#### **6. No Alteration of Highlights/Negative Portrayal:**

All Highlights used pursuant to this License must be used as provided and without modification. For example, Highlights may not be enlarged, shrunken or otherwise edited to remove or cover any graphics in such Highlights.

In addition, Highlights may not be used in a manner that negatively reflects on, or portrays in a negative light, the NFL, its professional member clubs, their players, coaches, fans, officials or the sport of football.

#### **7. Media Included in License Grant:**

This License grant applies only to distribution of Highlights as part of a linear television programming service delivered via terrestrial or via traditional cable, telco and satellite multi-channel video programming distributors (e.g., DirecTV, Cox Communications, Verizon FiOS TV).



This License does not grant you the right, and you expressly agree not, to use or distribute Highlights for or via any other media platform including, but not limited to, any online or wireless platform or any website, application and/or social media network, except that Highlights may appear on an internet or online site solely as part of a single, non-archived, online "simulcast" of the entirety of your television station's regularly scheduled news programming.

#### **8. Clearances:**

This License is only for the copyright interest to use silent Highlights owned by the NFL. It does not grant you, for example, the right to incorporate announcer commentary from game telecasts or the right to use any individual likeness or any non-NFL trademarks visible in the footage. You are solely responsible for determining what additional licenses, clearances, consents and releases, if any, must be obtained for use of the Highlights. You agree to defend, indemnify and hold harmless the NFL, NFL Films, the NFL member clubs, and each of their respective affiliated and related entities and their respective directors, officers, employees and representatives (the "*NFL Entities*") from and against any and all claims brought against one or more NFL Entities arising from your use of the Highlights.

#### **9. Copyright:**

All copyrights, proprietary interest and other incidents of ownership in and to the Highlights (whether obtained onsite, from a game telecast, NFL Films, or otherwise) shall belong to, and remain vested in, the NFL. This License is a revocable license, and the NFL reserves the right to withdraw permission for the use of Highlights at any time and for any reason.

#### **10. No Assignment:**

Neither this License nor the rights granted herein may be assigned or otherwise transferred in any manner without the prior written consent of the NFL.

#### **11. Governing Law:**

This License will be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within that State. Any dispute arising out of or relating to this License shall be heard exclusively in a court of competent jurisdiction within New York County, New York, and you consent to the exercise of personal jurisdiction by and to venue in any such courts.

#### **12. Acceptance:**

Any use of Highlights constitutes acceptance of the terms of this License.