

IMG ACADEMIES, LLP
MEDIA CREDENTIAL APPLICATION

To request a **CREDENTIAL**, please complete the appropriate sections and submit via mail, email or fax to Kim Berard (contact information on page 3). If approved, you will receive a credential upon your arrival.

Please submit only **ONE application per news agency**. Please coordinate your planned coverage of the event and include all requests for credentials on ONE application. The sports editor/director should submit the request as the "**Contact**" and your employees you request to cover the event/story as "**Attendees**."

Regulations

Each individual or media organization approved for an IMG Academies, LLP ("IMGA") media credential ("Credential"), and its employers, principals, agents, affiliates, subsidiaries, or assigns ("Media Member") is deemed to agree to the following Terms and Conditions ("Terms"):

Eligibility; Authorization; Revocation

Each Media Member using a Credential represents that s/he is on assignment for a newspaper, or for a press, news or photographic service (freelancers must be on specific assignment and submit original proof of assignment). Each Credential issued by IMGA authorizes only the Media Member to use certain information gathered pursuant to the Credential (video, audio, photo, etc.). IMGA may, in its sole discretion, grant or deny Credentials, or modify these Terms upon notice. The Credential is not transferable and may be revoked at any time.

Exclusive Media Rights; News Coverage

IMGA retains exclusive media rights (including, but not limited to, rights in audio, video, Internet, or such other recordings, tangible expressions, accounts or descriptions, now known or hereafter devised) to all IMGA events. The use, account, description, picture, photograph, video, audio, reproduction, or other information acquired on IMG Academies property other than for news coverage (defined as the description or depiction of newsworthy events or information) is prohibited (For avoidance of doubt, Media Member shall not use any content described above in any commercial manner), except with the prior consent of IMGA.

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

(a) With Media Member's consent, obtain an unlimited, perpetual, non-exclusive license from Media Member to use the published photographs for non-commercial worldwide promotion of IMGA. For avoidance of doubt, such license shall be for the IMGA solely and not extend to any other third party;

(b) Have the right to receive copies of any audio or video footage shot at the event (action or other footage) or during the event week. If such audio/video is available electronically, Media

Member shall send it to IMGGA electronically at no charge, upon request. If such audio/ video is not electronically available, IMGGA will pay standard copying/shipping costs for such requests.

Unless otherwise permitted by Media Member, IMGGA will not distribute reproductions of the photos published by Media Member or grant permission to or license such reproduced photos.

Proprietary Rights

IMGGA is the exclusive owner of any and all of its intellectual property rights, including, without limitation, trademarks, copyrights, and other proprietary rights. However, each Credential authorizes Media Member to use IMGGA trademarks in its news coverage of IMGGA events. 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 IMGGA. Use of the Credential does not grant Media Member rights to use event 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.

Assumption of the Risk; Release

The Media Member assumes all risk and danger incidental to the sport, as well as any risk or danger reasonably foreseeable while on the grounds of the event site (including, without limitation, being struck by misdirected balls or golf carts and any falls on the surrounding areas of the event), and releases IMGGA, its employees, members, directors, officers, its sanctioned 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 play, or while otherwise on event 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 done, or alleged to have been done, 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, IMGGA shall (a) have the right to fully participate in the litigation of such claim with counsel selected by Media Member, and approved by IMGGA, 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, Florida 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 IMGGA must submit an application that is signed by both the Media Member and his/her editor.

Agreement of IMG A Media Credential Regulations

I have read all the contents of this page and agree to these terms. I also confirm that I am authorized to agree to IMG A’s media guidelines on behalf of my media organization and its employees.

PUBLICATION OR ORGANIZATION

ADDRESS, CITY, STATE OR COUNTRY

X

EDITOR/PRODUCER or "CONTACT"

“CONTACT” NAME (PLEASE PRINT)

PHONE, EMAIL

PLEASE LIST BELOW ALL “ATTENDEES” REQUIRING A CREDENTIAL, AND DATES OF COVERAGE:

NAMES

DATES

Please remit form via mail, email (scanned image), or fax to:

Kim Berard
IMG Academies
5500 34th Street West
Bradenton, FL 34210
Fax: 941-752-2531
kim.berard@imgworld.com