

SUMMARY

SEC POLICY ISSUED FRIDAY, AUGUST 14, 2009

General issues:

A media credential is required for access to any game or athletic contest sponsored by the SEC or any one or more of its member institutions. The revised credential deleted reference to "practice, press conference or other athletic event."

The revised credential no longer requires the bearer to be a full-time salaried employee of an accredited media agency. This permits stringers and reporters and photographers for school newspapers and yearbooks to obtain credentials.

The credential retains the provision that if any term of the credential is breached, the bearer of the credential can be ejected from the event and prosecuted for criminal trespass.

The bearer assumes all risk of harm from attending the event, and releases the SEC and its member institutions from all claims arising from such harm, including those attributable to their negligence or that of their agents. (It is doubtful that this provision is enforceable under Arkansas law.)

The bearer agrees to indemnify the SEC and its members and agents for claims arising out of any act or omission done "or purported to have been done" by the bearer, including claims arising out of the breach of conditions of the credential. The indemnified party can participate in any litigation arising out of a breach or purported breach at the sole expense of the bearer.

Media issues:

Bearer agrees to make no use of any "account, description, picture, photograph, video" etc. of material subject to copyright laws "other than in news coverage, editorials, or magazine stories" without the SEC's consent.

Bearer acknowledges that all broadcast rights (new provision), copyrights and trademarks, including the names, mascots, logos, uniform designs are exclusively owned and licensed by the SEC, its members "and/or third parties with which the SEC or its members have agreements." (The latter apparently refers to XOS.) The bearer agrees that the team name, mascots, uniform designs will not be used in any photograph, audio or video of a game except for news and editorial purposes as expressly permitted by the credentials.

The agreement provides that nothing in the credential allows Bearer to use or violate any of the proprietary or intellectual property rights of the SEC and its members "except for permitted broadcast feeds...."

The bearer is prohibited from making any film or video of any game or athletic contest to a third party without written permission from the SEC, even if the planned use may be editorial in nature.

Photos and video:

Bearer has a limited license (with no right of sublicense) to take photos and video of an event only for news and editorial purposes as expressly permitted.

If a broadcast feed of an event is provided by the SEC, bearer cannot take videos of the event and must use the SEC's feed. Except for distribution of photos to accredited media agencies for news coverage and in publications sold and distributed by bearer, the photos cannot be sold or licensed. Also, "[w]ithout limitation, Bearer may not sell any photograph, video or image that features a single individual and is licensed, sold or used to profit from the name or likeness of the individual."

The SEC and its member institutions have the right to publish prints of any published photos of the event taken by bearer at the most favorable financial terms offered to third parties for pictures of similar events. The SEC and its members are licensed to use the photos for news coverage purposes and for display on their websites and in their publications. They agree not to distribute the photos to others or license others to reproduce the photos.

Broadcast feeds -- television use:

These provisions clearly apply only to broadcast television on regularly scheduled television newscasts (and in a single, non-archived simulcast) within a period of seven days after the event, and no highlight may be more than three minutes in length.

Videos taken by bearer:

These provisions apply only to regularly scheduled television newscasts and no clip may be more than three minutes in length. No video may be broadcast until the game is over. No other use of the video is permitted. There is no time limitation on the use of the video as there is on the broadcast feed described above.

Internet use -- video and audio:

Bearer will have to sign a separate agreement to use at no cost the broadcast audio and video on bearer's website. Otherwise, "except as specifically permitted herein (with respect to online, non-archived simulcasts)," bearer shall not post video on the internet. This provision appears not to recognize or acknowledge that newspapers take sideline video shots of the game and post three minutes of video on their respective websites.

Internet use -- photos:

Still photographs may be posted on the internet only in connection with regular print news coverage, including internet print news coverage. Still photos may not otherwise be posted or distributed on the internet.

Blogging:

No real-time blogs by bearer. Periodic updates of scores and statistics or brief descriptions of the game are acceptable if bearer conforms to blogging policies separately published by the SEC. Determination of whether a blog is a "real-time description or transmission" is in the sole discretion of the SEC.

Other general provisions:

Any use of photos or drawing of the event by bearer not explicitly authorized, such as for non-editorial, advertising, sales promotion or merchandising use is prohibited without specific approval of the SEC. "Sales promotion and

advertising use" could apply to advertising for the sale of books printed and sold by the newspaper containing information about a past football season or seasons.