



2019 TERMS AND CONDITIONS OF CREDENTIALS FOR MINOR LEAGUE BASEBALL EVENTS

The term "Event" as used herein includes, but is not limited to, any exhibition, regular season or post season game. Each individual or entity signing for or using a credential, and his/her/its employers (each signer, user and employer, a "Bearer"), agrees to the following:

1. Each Bearer represents that he or she 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.
2. The use of any account, description, picture, photograph, video, audio, reproduction or other information concerning an 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 (a) by prior written consent of the President of The National Association of Professional Baseball Leagues, Inc. ("NAPBL") or (b) as specifically licensed by Paragraph 6 below. Nothing in these terms and conditions authorizes Bearer to violate the Baseball Entities' trademarks, copyrights and other proprietary rights. The Baseball Entities are the exclusive owners of, and expressly reserve all rights in, their trademarks, copyrights and other proprietary rights in their names, logos, mascots and uniform designs.
3. While an Event is in progress, Bearer shall not transmit or aid in transmitting any Event Information on a play-by-play or pitch-by-pitch basis more frequently than once every half-inning of play except to report on a significantly historic and newsworthy event. This limitation shall not apply to internal transmissions between the Bearer and Bearer's employer.
4. While an Event is in progress Bearer shall not transmit, display or aid in displaying any video, audio, pictures, photographs or other non-text based accounts or descriptions of the Event that Bearer obtains at that Event in any media, except this limitation shall not apply to internal transmissions between the Bearer attending the Events and such Bearer's employer. The foregoing limitation shall not preclude the on-line transmission or display of up to seven still pictures or photographs of any Event during its progress; provided, however, that under no circumstances may Bearer display any more than seven still pictures or photographs of any Event during its progress.
5. Bearer assumes all risks incidental to the performance by the Bearer of Bearer's services in connection with an Event and assumes all risks incidental to an Event, whether occurring prior to, during or subsequent to the actual playing of the Event, including, but not limited to, the risk of being injured by bats or fragments thereof, and thrown or batted balls, and agrees that the NAPBL, Professional Baseball Promotion Corp., all member Leagues and Clubs of the NAPBL, Major League Baseball, the Baseball Office of the Commissioner, and all of their constituent clubs, and all of their respective owners, shareholders, affiliated entities, stadium owners and managers, partners, agents, officers, directors, players and other employees (collectively, the "Baseball Entities") shall not be liable for damages including, without limitation, damages for injuries or loss of or damage to personal property or equipment.
6. **PICTURES AND PHOTOGRAPHS:** The credential confers on Bearer a limited, non-exclusive and non-transferable license to take pictures and photographs of an Event, and to allow the entity that engaged the Bearer to use them 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 Baseball Entities, or that any of the Baseball Entities licensed Bearer to use their trademark or copyrights. In exchange for the access granted by the credential, the Baseball Entities shall have the right to purchase prints of any published pictures or photographs taken by the Bearer in connection with the credential at the best financial terms offered to third parties, and such Baseball Entities shall be licensed at no additional charge to use the pictures or photographs for news coverage and promotional purposes. Except as specifically licensed herein, the Baseball Entities maintain that separate consent is required to transmit, offer to sell, or sell, any pictures or photographs featuring their respective trademarks, names, logos, uniform designs, copyrights or other proprietary rights for commercial purposes, including in third party advertisements or promotions, or on posters, T-shirts or other consumer products.
7. **AUTOGRAPHS:** The use of the credential for the purpose of obtaining autographs is strictly prohibited. Seeking or obtaining autographs from any player, personnel, public figure or other individual within or adjacent to the ballpark shall subject Bearer to the immediate and permanent revocation of Bearer's credential.
8. **THE CREDENTIAL IS NOT TRANSFERABLE AND MAY BE REVOKED AT ANY TIME WITHOUT CAUSE.**
9. While within the ballpark, Bearer shall at all times be subject to the direction and/or supervision of the Club and its designated agents or employees.
10. Bearer shall obtain all necessary licenses, consents or releases permitting the use of any party's proprietary material, including, but not limited to, any party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary or personal rights, however denominated, included in any photograph taken or other material obtained in connection with the credential. The Bearer is solely responsible for determining which licenses, consents and releases shall be obtained. Bearer shall indemnify, defend (if requested) and hold harmless the Baseball Entities against and from any and all claims, liability, loss, damage or expense (including reasonable attorneys' fees and expenses) against third party claims arising out of or relating to: (a) Bearer's use of any Event Information taken or obtained in connection with the credential, including, without limitation, any claim that use of such Event Information infringes any third party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary rights, however denominated; (b) Bearer's acts or omissions; (c) the presence on the premises of any cameras, wires, cable or other equipment brought thereon by Bearer; and (d) Bearer's breach of any term of the credential.
11. In the event that the name or the likeness of any individual using this credential is included in any broadcast, telecast, photograph, film, video or other media taken in connection with an Event, such individual grants the Baseball Entities the non-exclusive, transferable, perpetual right and license to use (and to sub-license the use of) such name and likeness in any media worldwide whether now known or hereafter devised.

NOTE: Please have each individual from your organization who will use the credential print and sign their name and add email address on the back.

Name (Print)

Signature

Affiliation

Email address