



CÁRDENAS MARKETING NETWORK, INC. PROFESSIONAL JOURNALISM POLICY

Cárdenas Marketing Network, Inc. (“CMN”) provides special accommodations for professional journalists so that the working media can report highlights and breaking news about events produced by CMN (“Event(s)”) to many audiences. Each journalist using this credential and/or ticket (“Credential”) (such journalist shall be referred to as a “Media Member” herein), and his or her assigning news outlet agree that by signing this policy, they acknowledge that they have read, fully understand, and are in agreement with the following policy:

1. Each Media Member attending an Event using a Credential represents that he or she is acting on a specific assignment for a legitimate press, news or photographic outlet. CMN shall not provide a Credential for any freelance reporter or photographer without a specific assignment from a legitimate news outlet. Any and all freelance reporters or photographers must submit a letter of assignment from a legitimate news outlet with their credential application if they would like to be considered by CMN to cover an Event.
2. While inside the Event venue, the Media Member shall at all times be subject to the direction and supervision of CMN.
3. The Credential is non-transferable and shall be valid only for the Media Member who is granted the Credential by CMN. Any unauthorized use and/or transfer of the Credential or any violation of this policy may, in CMN’s discretion, result in revocation of the Credential and/or subject the Media Member and/or the assigning news outlet to removal from the Event venue, denial of access to future Events, civil liability, and any other remedies available under law.
4. Media Members are granted access to the Event strictly for the purpose of serving as a journalist. Media Members are not permitted to place any publicity materials or branding, or to market themselves at the Event venue without obtaining CMN’s prior written approval. Media Members shall refrain from engaging in any fan behavior, including but not limited to, requesting photographs or autographs from the artist and/or players, cheering for an artist and/or team, etc., while at the Event venue. Any Internet usage in media-specific work areas are for work-related purposes only.
5. All ownership, copyright and property rights in the Event shall remain the sole property of CMN. No ownership, copyright or property rights to the Event and/or its depiction in any media now known or hereinafter created are conferred or created on behalf of the Media Member or any other third party by this Credential or otherwise. The Media Member shall be granted only the non-exclusive and limited right to use photograph(s) of the Event and/or to

write about the Event on the media platform / outlet approved by CMN in writing prior to any such use and/or distribution.

6. The Media Member and his or her assigning news outlet is prohibited from recording, transmitting, using, distributing and/or capturing any recordings of the Event, including, but not limited to, any video or audio footage of the Event or any pieces thereof without first obtaining a separate written authorization from CMN. Notwithstanding the foregoing, video cameras of any kind and size or any video sound and lighting equipment are STRICTLY PROHIBITED in the Event venue. CMN reserves the right to confiscate and hold any video cameras and equipment, audio equipment, videotapes, and audiotape, etc. of any type and size, as well as still cameras and film of Media Members who do not follow this policy. Confiscated cameras and equipment may be returned to the Media Member after the Event. CMN may, in CMN's sole discretion, retain and keep any and all confiscated videotapes, film and audiotape, etc.
7. The Credential provides a limited authorization to the Media Member, exclusively for the purpose of news and editorial coverage of the Event, to take, make, create, or compile descriptions highlights, and/or photographs of the Event, artist and/or player interviews, press conferences or other activities related to the Event, including the use of the CMN, artist and/or team name and logo, to the extent approved by CMN in writing prior to any such use and/or distribution. The Media Member shall refrain from any appearance, depiction and portrayal of CMN, the artist and/or team that may be disparaging, defamatory, embarrassing or otherwise portray CMN, the artist and/or team in a false and/or negative light.
8. Any secondary, non-editorial, commercial or other use by the Media Member of the Event including, but not limited to, any distribution of Event information to any party (other than to ultimate consumers for their use via the assigning news outlet approved by CMN in writing) and/or any authorization of any third party to redistribute Event information is prohibited, unless the Media Member has obtained CMN's prior written approval for such use.
9. The Credential does not authorize the Media Member to take any photograph in any way that may create the appearance of video by using closely sequenced still photographs of fight action. Still images that are sequenced so that they may appear to be video, as determined in CMN's sole discretion, are not permitted under any circumstances. During the Event, the Media Member shall not transmit, display or aid any third party in transmitting or displaying more than a reasonable number of still pictures, photographs or other non-text based accounts, descriptions or illustrations of the Event.
10. The Media Member shall have the limited, non-exclusive and non-transferable license to use up to a total of sixty (60) seconds (or such amount as may be otherwise provided by CMN in writing) of audio and video highlights provided by CMN to the Media Member and a reasonable number of photographs taken by the Media Member in accordance with this policy. Such use by the Media Member shall be limited to use on the assigning news outlet's own online distribution platform, editorial product or site, including Internet, wireless and podcasts for news coverage of the Event and other related editorial purposes, as approved by CMN in writing prior to any such use.

11. Media Members shall not be permitted to enter the stage, backstage, dressing rooms or field areas at any time. Media Members photographing the Event shall at all times show professional courtesy to fellow photographers and photojournalists at all times.
12. Media Members taking photographs who have been assigned by CMN to overhead positions should be equipped with a lens capable of shooting from a location over Two Hundred (200) feet above the stage or field. The Media Member's position shall not be changed due to a photographer being unprepared to shoot from the distance at that position. Notwithstanding the foregoing, CMN reserves the right to change the position of any Media Member at any time and for any reason in CMN's sole discretion. Roving photography is not permitted at Events without a proper escort and without CMN's prior written approval.
13. Media Members taking still photographs are prohibited from shooting from the media section and general seating areas inside the Event venue. Media Member photographers shall be permitted to shoot only from the location assigned to the Media Member by CMN.
14. Any still photography, conducting of interviews, etc., shall be permitted only in specifically designated areas at the Event venue, as previously determined by CMN in its sole discretion and subject to venue restrictions.
15. CMN shall have the right to purchase prints of any published photograph taken by the Media Member in connection with the Credential, at the best financial terms offered to third parties, and CMN shall be licensed at no additional charge to use the photographs for news coverage purposes only. CMN may not distribute reproductions of the photographs to others or license others to reproduce the photographs unless otherwise agreed to by the Media Member and CMN in writing.
16. Alcoholic beverages of any kind are prohibited in designated media working areas. These areas are identified as the Event venue media centers, media floor seating in the venue, press box, stage and/or field photography positions, athlete workout areas in the hotel and stadium, talent dressing rooms (when permission is granted by CMN to visit such areas), media auxiliary seating in the venue and pre or post-Event news conferences.
17. Public displays of partisanship by Media Members are strictly prohibited. Media Members shall remain objective and report objectively about any and all Events. Media Members are prohibited from wearing clothing and accessories that contain or represent any commercial product including, without limitation, any clothing that represents specific artists and/or teams. The Media Member may, in CMN's sole discretion, be required to change clothes or be ejected from the Event venue.
18. The Media Member, on behalf of his or herself, personal representatives, family members, heirs, next of kin, executors, administrators, beneficiaries, assigns and anyone acting on his or her behalf, and his or her assigning news outlet (the "Releasing Parties") release, waive and forever discharge CMN, the artist and/or team, and their respective corporate parents, subsidiaries, related and affiliated companies, officers, directors, partners, shareholders, employees and agents (collectively the "Released Parties") from any and all liability to the

Releasing Parties for any and all loss, property damage, and/or personal injury, including death, whether caused in whole or in part by the negligence and/or fault of the Released Parties, or otherwise directly or indirectly resulting from, in connection with, or arising out of this policy and/or the Media Member's attendance at the Event or any related event. The Media Member on his or her behalf and on the Releasing Parties' behalf agree to indemnify, defend and hold the Released Parties harmless from and against any and all damages, claims, lawsuits, causes of action, losses, costs or expenses (including attorney's fees) of any nature whatsoever, whether foreseen or unforeseen, present or future, known or unknown, that the Media Member or the Releasing Parties may assert or incur, whether caused in whole or in part by the negligence and/or fault of the Released Parties or otherwise directly or indirectly resulting from, in connection with, or arising out of this policy and/or the Media Member's attendance at the Event or any related event.

- 19. The Media Member on behalf of him or herself and on the behalf of the assigning news outlet, hereby grants permission to CMN and the Released Parties to utilize, without compensation or further approval, the Media Member and the assigning news outlet's name, likeness, logo and voice for any purpose, including but not limited to any photograph or live or recorded video or audio display or other transmission or reproduction of the Event.
- 20. Any and all rights and privileges granted to the Media Member may be terminated by CMN if any provision of this policy is violated.
- 21. Notwithstanding anything to the contrary herein, this Credential is revocable by CMN at any time and for any reason, in CMN's sole discretion, without notice.
- 22. This policy is subject to change at any time by CMN, in CMN's sole discretion, without notice.

By submitting an application for an Event Credential, I, on behalf of myself and on behalf of the assigning news outlet, confirm that I have read, understand, and shall abide by all of the restrictions and responsibilities set forth herein.

Signature: _____ Name: _____ Date: _____
Title / Position: _____ Employer's Name: _____