

Updated for 2023

MEDIA GUIDELINES FOR EVENTS



Fundamentally, we want to work with you to capture and promote our world class events. We are less restrictive than most other larger event companies but want to ensure that, as a new and growing brand, we receive credit for the images captured at our events. Such as – when shared on social media tagging #clashendurance and #clashdaytona [the event] for example.

Media Regulations

These Media Regulations establish the terms by which a media outlet and its representatives may request, receive and use credentials to access any CLASH Triathlon event (the “Event”) for news and editorial purposes. These Media Regulations form a binding contract between CLASH Endurance LLC (“CLASH”) and a Media Outlet and its Credential Holders (as defined below). In consideration of receiving credentials from Licensor under these Media Regulations, each Media Outlet and its Credential Holders accept and agree to these Media Regulations.

1. GENERAL TERMS

Exclusive Media Rights. Licensor holds the exclusive right to provide media outlets and their representatives with access to the Event. All media rights in and to the Event, including rights to all forms of audio, video and photography, are held exclusively by Licensor.

Overview of Credentials. Licensor issues credentials under these Media Regulations solely to approved individuals (“Credential Holders”) representing an approved media outlet (“Media Outlet”). A credential authorizes a Credential Holder, on a temporary and conditional basis, to access the Event on behalf of his/her Media Outlet and collect and distribute certain content for news and editorial purposes in accordance with these Media Regulations.

Credential Requests. Credential requests for the Event must be submitted by a Media Outlet for its desired Credential Holders through the Event’s credentialing system. Credential requests from a Media Outlet must include the following information:

Media Outlet. The name of the Media Outlet.

Credential Holder(s). The individual name(s) of the Media Outlet’s desired Credential Holders.

Photography. The name of each Credential Holder, if any, that desires to be credentialed as a “Photographer” (for purposes of having the permission set forth below).

Video. The name of each Credential Holder, if any, that desires to be credentialed as a “Videographer” (for purposes of having the permission set forth below).

Credential Approvals. Licensor reserves sole discretion to approve or deny a credential request in whole or in part. If Licensor approves a credential request, Licensor will record the approval in its credentialing system and issue a credential to the approved Credential Holder, setting forth the name of the Credential Holder, his/her Media Outlet and whether the Credential Holder is a Photographer or Videographer. To receive an issued credential, each Credential Holder and his/her Media Outlet must accept and agree to the approved terms of the credential and these Media Regulations in Licensor’s credentialing system.

Areas of Access. The specific areas of the Event site that each Credential Holder may access are determined by Licensor in its sole discretion. Access to certain areas is limited (e.g., competition restricted areas). A Credential Holder may access on-site areas only as permitted by Licensor for the Event.

News and Editorial Use Only. A Media Outlet and its Credential Holders may use information and other content collected at the Event pursuant to these Media Regulations solely in the Media Outlet’s news and editorial coverage of the Event. Such information and other content: (a) may not be used in any commercial manner (without limiting the sale of non-targeted, standard advertisements on an Approved Platform (as defined below)); (b) may not be used to imply an official, marketing, endorsement or sponsorship relationship with Licensor, the Event, and/or any Event participant; and (c) may not be sold, distributed, syndicated or licensed to third parties (except in accordance with the terms and conditions herein).

Revocation of Credentials. Licensor reserves sole discretion to revoke credentials issued under these Media Regulations, and/or the approved terms of a specific credential, in whole or in part at any time.

2. CONTENT AND PLATFORMS

Approved Platforms. Within these Media Regulations, “Approved Platforms” means, with respect to each Media Outlet: (a) the official publications, television channels, websites, software applications (“apps”) and social media accounts that are operated by the Media Outlet and branded with the brand of the Media Outlet; and (b) the personal social media accounts of the Media Outlet’s Credential Holders (e.g., a

reporter's personal Twitter account); provided, however, that such personal accounts may be used solely in the course of a Credential Holder representing his/her Media Outlet under these Media Regulations to complement the Media Outlet's news and editorial coverage of the Event. Licensor may revoke the rights set forth in these Media Regulations with respect to one or more Approved Platforms of a Media Outlet in whole or in part at any time in its sole discretion.

Information and Data.

Collection of Information. A Credential Holder may collect information at the Event and report such information via Approved Platforms as part of his/her Media Outlet's news and editorial coverage of the Event, subject to the terms and conditions of these Media Regulations.

Use of Data. Any and all feeds of scoring data, statistical information, and other data provided by Licensor to a Media Outlet and/or its Credential Holders at the Event are provided solely to enhance the Media Outlet's news and editorial coverage of the Event under these Media Regulations (and subject to the terms and conditions herein). Such data feeds may not be distributed by a Media Outlet and/or Credential Holder in whole or in part unless a separate data license agreement is entered into with Licensor.

Video. Commentary / Interviews / Press Conferences. A Credential Holder may capture video of (i) commentary by the Credential Holder in the venue, (ii) one-on-one interviews by the Credential Holder in any interview areas designated by Licensor staff, and (iii) interviews organized by Licensor Staff in interview areas (e.g., "press conferences"). A Credential Holder and/or his/her Media Outlet may distribute such video via Approved Platforms.

Audio. A Credential Holder may capture audio of (a) commentary by the Credential Holder in the venue, (b) one-on-one interviews by the Credential Holder in any interview areas designated by Licensor staff and (c) interviews organized by Licensor Staff in the interview room and/or in designated interview areas. The Credential Holder and/or his/her Media Outlet may distribute such audio on a [live] and/or delayed basis via Approved Platforms.

Photography.

Photographers. If a Credential Holder is credentialed as a Photographer, he/she may capture photographs on Event days throughout the Event site, including areas of competition, in the designated interview areas, and of non-competition areas of the Event site (e.g., hospitality areas).

Distribution. A Credential Holder and/or his/her Media Outlet may distribute photographs captured at the Event solely via Approved Platforms. Such photographs may not be used with real-time or near real-time information or sequenced to create a “play-by-play” account of the Event, nor may photos be sequenced in such a way as to approximate video.

Video. If a Credential Holder is credentialed to capture video, he/she may capture video on Event days throughout the Event site, including areas of competition, in the designated interview areas, and of non-competition areas of the Event site (e.g., hospitality areas).

Distribution. A Credential Holder and/or his/her Media Outlet may distribute photographs captured at the Event solely via Approved Platforms. Such video may not exceed fifteen seconds (:15) and/or be used with real-time or near real-time information or sequenced to create a “play-by-play” account of the Event.

Timing of Content Distribution. Audio, videos, and photos captured the Event may be used and posted in Approved Platforms until (and not after) forty-eight (48) hours following the conclusion of the Event. If audio, video, or photos are used or posted in Approved Platforms prior to such deadline, the Media Outlet and/or Credential Holder will not be required to take down such audio, video, or photos after such deadline unless Licensor requests.

Archiving and Aggregation. A Media Outlet and/or Credential Holder may not archive, compile or aggregate content collected and captured at the Event pursuant to these Media Regulations, including without limitation for purposes of a gallery, program, show, product or service covering the Event and/or any other events promoted by Licensor.

No Real-Time Coverage. Due to our own media rights and live coverage of events. A Media Outlet and/or Credential Holder’s coverage of the Event from on site on any platform may not purport to be, approximate or serve as a substitute for play-by-play or real-time coverage of the Event via Licensor’s official or licensed platforms, as determined by Licensor.

Promotion of Coverage. A Media Outlet and/or Credential Holder may not advertise, market, promote or imply the offering of “live” coverage of the Event under these Media Regulations.

No Use for Gambling. A Media Outlet and/or Credential Holder shall not capture, collect, distribute or provide to any third party any results, data, content or information at or from the Event, or use, distribute or provide to any third party any

data provided by Licensor under these Media Regulations, for purposes of or in connection with any gambling, gaming, daily fantasy or similar activity.

Ownership. As a condition to receiving credentials hereunder and being provided with access to the Event, each Media Outlet and Credential Holder acknowledges and agrees that Licensor is the sole owner of all rights, including all copyrights, in and to all audio and video captured the Event. Each Media Outlet and Credential Holder hereby assigns to Licensor all such rights, provided that each Media Outlet and Credential Holder is hereby authorized to use such audio and video as expressly permitted under these Media Regulations. At the request of Licensor, each Media Outlet and Credential Holder will execute any further documentation reasonably requested and provided by Licensor to effect Licensor's ownership of such audio and video. Further, at Licensor's request, each Media Outlet and Credential Holder will provide Licensor with copies of all such audio and video, and all photography it/he/she captured at the Event, at Licensor's cost and expense.

Credits. Uses of video pursuant to these Media Regulations, where reasonably practicable and customary, shall be made with a courtesy credit to Licensor.

Takedowns. Licensor may issue and/or request takedowns of content captured at the Event, as applicable, in the event of any violation of these Media Regulations. Each Media Outlet and Credential Holder agrees to promptly comply with any such request.

Other Content and Platforms. Content and platforms not specifically addressed in these Media Regulations, including virtual and augmented reality, may not be captured at the Event or used by a Media Outlet and/or Credential Holder unless set forth in a separate written agreement with Licensor.

3. ON-SITE CONDUCT GUIDELINES

General Conduct Guidelines. For all Credential Holders:

A Credential Holder must present his/her credentials upon entry to the Event, at all access points within the Event and at the request of Licensor or Licensor staff.

A Credential Holder must follow the directions and instructions of Licensor and Licensor staff while present at the Event pursuant to these Media Regulations.

All media recording devices and other equipment must be noise free at all times.

The use of carts by a Credential Holder is prohibited. If motorcycle access is granted, all guidelines will be agreed upon pre-event.

Positioning Guidelines. For all Credential Holders:

A Credential Holder may not position himself/herself in the routes of competition. If requested to move by a participant, or Licensor staff, a Credential Holder must do so without delay or discussion. A Credential Holder should position him/herself outside of the reasonable line of sight of Licensor broadcasters and/or official Event live streams.

Interview Guidelines. For all Credential Holders:

Use of interviews must be limited to the person being interviewed.

A Credential Holder must clearly request, and the Event participant must clearly grant permission, for audio and/or video of an interview to be recorded. The Credential Holder is responsible for providing evidence of such permission at the request of Licensor and/or the interviewee.

Event participants are not to be distracted or interrupted for interviews (or any other purpose) during practice or competition on any day of the Event.

Interviews are permitted only if the interview is conducted by prior arrangement with the participant, and only where it could not be distracting to other participants.

On competition days, interviews may be conducted only after the conclusion of the participants competing events, unless a prior arrangement is made.

4. MISCELLANEOUS TERMS

Use of Licensor and Event Trademarks. Each Media Outlet is authorized to use the names, logos and other trademarks of Licensor and the Event solely in its news and editorial coverage of the Event pursuant to these Media Regulations. The use of such trademarks must be in accordance with Licensor's guidelines and instructions from time to time. Such trademarks: (a) may not be used in any commercial manner; and (b) may not be used to imply an official, marketing, endorsement or sponsorship relationship with Licensor or the Event.

Commercial Uses. The usage of information or other content collected by a Media Outlet and/or Credential Holder pursuant to these Media Regulations, any archival footage or content of Licensor or any trademark of Licensor and/or the Event for any commercial or promotional purpose, must be set forth in a separate license agreement. These Media Regulations do not apply to, and credentials will not be issued under these Media Regulations to, equipment manufacturers, sponsors and other commercial entities.

Assumption of Risk and Release of Liability. As a condition to receiving credentials under these Media Regulations, each Media Outlet and Credential Holder acknowledges and assumes all risks and dangers incidental to the attending the Event, known and unknown, and hereby releases CLASH, Daytona International Speedway, LLC, the host site, all sponsors, all participants, volunteers and their respective parents, affiliates, officers, directors, managers, members, employees and agents, the Daytona Beach Racing and Recreational Facilities District, the City of Daytona Beach, and the County of Volusia from any and all liabilities, damages and losses, including property damage, personal injury and death, resulting from its/his/her attendance of the Event to the fullest extent permitted under applicable law.

Indemnification. Each Media Outlet and Credential Holder shall indemnify, defend and hold harmless CLASH, Daytona International Speedway, LLC, host sites, sponsors, participants and their respective parents, affiliates, officers, directors, managers, members, employees, volunteers and agents, the Daytona Beach Racing and Recreational Facilities District, the City of Daytona Beach, and the County of Volusia from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees) suffered or incurred by any of them as a result of any breach of these Media Regulations, negligence or willful misconduct by or of, for purposes of the Media Outlet's obligation, the Media Outlet or any of its Credential Holders, or, for purposes of a Credential Holder's obligation, such Credential Holder.

Use of Likeness. Each Credential Holder grants permission to Licensor and its affiliates, licensees, distributors and media partners to utilize his/her image and likeness as appearing incidentally in any live or recorded television or other transmission or reproduction in whole or in part of the Event.

Interpretation, Modification and Enforcement. Licensor may interpret, modify, update, replace and enforce these Media Regulations at any time in its sole discretion. These Media Regulations are not intended to and do not serve as a waiver of any intellectual property or other rights of Licensor.

Reservation of Rights. Licensor reserves all rights not expressly granted to a Media Outlet and/or Credential Holder under these Media Regulations.

No Transferability. These Media Regulations, and each credential issued hereunder, may not be transferred, conveyed or assigned by a Media Outlet or Credential Holder.

Entire Agreement. These Media Regulations constitute the entire agreement among Licensor, a Media Outlet and its Credential Holders with respect to the matters covered in these Media Regulations and shall supersede all prior written, oral, or

implied understandings among them with respect to such matters. Any other terms or conditions proposed by a Media Outlet or Credential Holder are hereby rejected.

Governing Law; Venue. These Media Regulations will be construed and enforced according to the laws of the State of Florida, without regard to conflicts of law principles. Each party irrevocably submits to the exclusive jurisdiction of the courts of Volusia County in the State of Florida and the federal courts of the United States of America located in Daytona Beach, Florida for any action or proceeding arising out of or related to these Media Regulations.

Acceptance of Media Regulations. By using a credential, each Credential Holder and his/her Media Outlet accepts and agrees to the approved terms of the credential and these Media Regulations (in the event the Credential Holder and/or Media Outlet has not already accepted and agreed).

For More Information Contact:

BLAIR LAHAYE
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