

EUROPEAN TOUR MEDIA REPRESENTATIVES

1. TERMS AND CONDITIONS

These terms shall apply to all events on the PGA European Tour (PGAET) sanctioned by PGAET unless they have their own accreditation terms.

1.1 The "Event" means an Event being organised by The PGA European Tour (PGAET) on The 2009 European Tour International Schedule. For the purposes of this agreement PGAET includes any designated contractor employed by PGAET to carry out certain obligations. Performance by such contractors of PGAET's obligations will be deemed to be performance by PGAET of such obligations.

1.2 Any Accredited Party attending an Event agrees that the Event is a public event and the Accredited Party agrees that use may be made, free of charge, of his/her name, voice, image and likeness by means of live or recorded audio/visual broadcast or transmission or recordings, photographs or any current or future technologies

1.3 **Authorised Licensees of PGAET and News Access Regulations:** Only representatives of licensed/authorised media licensees (licensed by PGAET) may make sound and/or image recordings of the Event. Such licensees (including television broadcasters, radio broadcasters and new media licensees) should refer to the terms specified in their agreements with PGAET and other applicable documentation issued to them by PGAET in relation to the use of sound and image recordings of the Event. To the extent that these Conditions of Accreditation are inconsistent with such agreements, the terms of such agreements shall prevail. **Non-rights holding broadcasters (whether television, radio or new media) together with any media representative accredited for news access must comply with the News Access Regulations of the Event specified by in Annex I of this document.. Other than as provided for in Annex I, no other sound or image recordings of the Event are permitted.**

1.4 **Permitted Written press,Internet and Mobile news-based publications:** Accredited Parties representing the written press or other media who provide information and/or reports thereto shall only be entitled to report for normal written journalistic (editorial) usage within print and online media - which media be disclosed at the time of application. When reporting on the Event the Accredited Party and the principal/publication shall comply with the Media Visual Guidelines in relation to any reference to the title of the Event and/or any of the Event logos. The Media Representative must only use scores, leaderboards and/or statistics for editorial and factual reporting, unless separately agreed in writing in advance with PGAET. It will be

permissible to publish stand-alone detailed scores and leaderboards after an embargo of 15 minutes but this must not be represented as 'live scoring'. Reports that include 'live data' and are part of editorial news content can be published as they become available but must not include elements that could be misconstrued as a 'live scoring' service. The Media Representative may not reproduce any scores, leaderboards, statistics or other information relating to the Event to create live or near-live scoring coverage or digital reconstruction of any play, either on its/their own behalf or by distribution, sale or licence of such data to any third party. Scores, leaderboards and/or statistics relating to the Event may not be provided to mobile telephone operators or any other party involved in mobile telephony services unless separately agreed in writing in advance with PGAET.

- 1.5 PGAET agrees that all copyright in material for editorial purposes created by the Media Representative and/or publisher at/or in connection with the Event will be owned by the Media Representative and/or publisher. Editorial purposes mean use of written coverage in such printed newspapers, magazines, books and editorial websites associated with and controlled by the publisher or such printed matter as specified in the Media Application form completed by the Media Representative. Any other use is deemed to be for commercial purposes, whether or not use is on a paid for or free of charge basis.

- 1.6 **Photographers: Permitted Written Press Internet and Mobile news-based sites:** Accredited Photographers may only originate still photographic pictures of the Event for use on or in print and online media (such media having been disclosed at the time of application) and provided that: (i) They appear as still images (and not as moving images or in any way that could be deemed to emulate broadcast) and cannot be used to support a so-called on-line tournament-tracking report, audio or text based commentary service, (ii) images are published for editorial reporting purposes only (iii) Images are not used in association with (or positioned or juxta-positioned with) any marks, names or logos of any third party (commercial or otherwise) as to imply an official association where none exists (iv) Any published image must not be altered in such away as to misrepresent actual events or individuals. (v) With the exception of editorial captions no text is superimposed on any published image, except for a credit name of the photographer and/or accredited photographic agency. The Photographer may adjust photographs by reversing and/or cropping the images, manipulating the images as means of telling a story, computerise enhancement and composite layout. Any major or significant alterations must carry a suitably positioned and sized statement, explaining to the reader or viewer that the image has been artificially created. The Accredited Photographer

shall be solely responsible for obtaining all necessary third party consents in relation to any use of images published. Any proposed commercial use of Event photography by an Accredited Photographer and/or his principal is subject to the prior written approval of PGAET. The Accredited Photographers must abide by the terms of the Photographers Code of Conduct (see attached) Furthermore, no accredited photographer or its principal (or any other party on his/her/its behalf) shall make photographs available, nor sell, distribute or supply (whether directly or indirectly) such images to the general public at any time during or after the Event (e.g. via a photo library) without the prior written permission of PGAET and subject to such conditions as PGAET shall determine. In recognition of the goodwill between the parties, any Accredited Photographer will give positive and active consideration to allowing PGAET to use and reproduce, free of charge, worldwide and for the whole duration of protection by applicable intellectual property law, any and all photographs/images captured by any Accredited Photographer at any Tournament for PGAET's non-commercial purposes.

- 1.7 **Photographic Media – Photo Agencies:** The general provisions in section 1.6 above also apply to photographers from recognised photographic agencies. However, such provisions shall not prevent the accredited agency photographer from exhibiting such pictures on bona fide online photographic agency distribution websites for the purposes of sales/syndication in the normal course of business (this excludes sales to the public via photo libraries without prior consent of PGAET).
- 1.8 **Multi-platform Media:** Accredited Parties are accredited for the purpose/function stated in their application only and must seek written approval from PGAET in relation to any additional functions. Individuals accredited as print journalists may not engage in audio and/or audio-visual reporting, for television, radio, internet or otherwise, without prior written approval of PGAET. Any audio broadcasting within a Tournament is subject to the News Access Regulations in Annex I.
- 1.9 **Other considerations:** Each Accredited Party and/or principal shall make available to PGAET, if requested, for inspection and approval, any equipment capable of capturing any still and/or moving image or making any sound recording. Accredited broadcasters will have to display accreditation marks on their equipment (e.g. camera stickers). The Accredited Party and/or principal shall not knowingly cause or permit the use of any material captured and/or recorded by the Accredited Party to be used in any way, which may challenge, damage, prejudice, undermine and/or in any way devalue the intellectual property rights of PGAET and/or the commercial programme of the Event

and/or which may assist ambush marketing of the Event to take place.

- 1.10 References in this Media Form to the Media Representative will, where the Media Representative is a company, be read as references to the Media Representative procuring that its employees or those under its control act in accordance with this Media Form.

2. THE MEDIA REPRESENTATIVE AGREES:

- 2.1 To signify their agreement to this Media Form by clicking the Acceptance box after reading the relevant Terms and Conditions and Media Regulations in the on-line credential form.
- 2.2 Not to use, or allow others to use, editorial and factual reporting, in such a way as to imply an official commercial relationship between the Media Representative, any other commercial entity and PGAET, unless otherwise agreed in writing in advance with PGAET.
- 2.3 That where sponsorship of an accredited internet site featuring PGAET material is being considered by a publisher, an approach will firstly be made to the official patrons of PGAET giving them opportunity to sponsor the Event section of such internet site.
- 2.4 To abide by a formal Code of Conduct that will be issued at collection of accreditation and as may be updated from time to time by PGAET.
- 2.5 That any rights not specifically granted in this Media Form are reserved by PGAET. PGAET reserves the right to refuse entry to the Event or to withhold, suspend or terminate the Media Representative's accreditation. PGAET also reserves the right to grant or withhold additional specific rights on a case by case basis. In the event of dispute, PGAET will make every effort to resolve the matter in the first instance with the Media Representative, if he is solely responsible for his accreditation, or with the relevant newspaper or publication being the Media Representative's employer.
- 2.6 To comply with all applicable laws and regulations and, whilst at the Event, with the reasonable directions of PGAET.
- 2.7 That provided nothing in this Media Form shall exclude or limit either party's liability for death or personal injury caused by the negligence of that party or their agents or employees, PGAET shall have no liability to the Media Representative either in contract, delict (including negligence or breach of duty) or

otherwise for any loss, damage or expense suffered by the Media Representative, howsoever caused.

3. **THE MEDIA REPRESENTATIVE WARRANTS AND UNDERTAKES:**

- 3.1 That where the Media Representative is a company, that company will procure that its employees or those under its control will comply with the terms of the Media Application.
- 3.2 That they will indemnify PGAET against all losses, damage or expense suffered by PGAET as a result of the enjoyment of the rights granted to the Media Representative and/or the attendance of the Media Representative (and/or its agents or employees) at the Event.

4. **GENERAL MEDIA PROTOCOL FOR ALL RELEVANT EVENTS STAGED BY THE PGA EUROPEAN TOUR ON THE 2009 EUROPEAN TOUR INTERNATIONAL SCHEDULE.**

The following regulations are to be followed by all members of the media:

- 4.1 A daily armband/bib is necessary to walk inside the gallery ropes. All Media Representatives entitled to be issued with such armband/bib must remain not more than an arm's length from the ropes, so as to blend into the gallery and appear to be a part of the gallery at all times.
- 4.2 Players are not to be distracted during play. Do not interview players or ask them to pose for photographs during their rounds.
- 4.3 Do not interview players or ask them to pose for photographs during their practice sessions before a round, except by prior arrangement with the player.
- 4.4 If an interview is to be conducted in the practice areas, either the range or the putting green, it must be done by prior arrangement with the player, up against the ropes and not in the middle of the areas where it could be distracting to other players.
- 4.5 Do not disturb players at the 18th green and/or scoring facility until after they have checked, signed and returned their scorecards. Media are not allowed in the scoring facility.

5. **PRINT MEDIA PROTOCOL**

Media credentials will be issued only to personnel on assignment from recognised and accredited publications, as determined by PGAET in its sole discretion. Individuals representing multiple interests (such as a recognised golf magazine and an Internet site) must agree to be bound by all applicable media regulations.

PGAET retains exclusive media rights to all events on The PGA European Tour, European Seniors Tour and European Challenge Tour, subject to the standard copyright provisions of the territory in question.

5.1 Only personnel with appropriate credentials will be permitted into the Media Centre, practice range, 18th green media pen and also, where applicable, locker room areas.

5.2 Players shall not be interviewed during play or after the round until the player has signed his scorecard.

5.3 The use of golf carts is prohibited at all times, unless by prior approval of PGAET.

5.4 Only personnel with appropriate credentials will be allowed inside the gallery ropes, and they must stay within one arm's length of the ropes at all times. All support personnel must remain outside the ropes.

5.5 The credentialed person has rights only with respect to print publication media and has no rights with respect to any other media without obtaining the proper and valid credentials for such media.

6. GENERAL PROVISIONS

In any event, an Accredited Party may not bring into Tournaments any of the following items: controlled containers, bottles, cans, weapons, flares, sharp objects, or other items designated by or on behalf of PGAET. The Accredited Party may be searched and/or may not be permitted to bring any prohibited items and/or non-approved equipment into accredited areas.

TAPE RECORDER PROTOCOL

1. All audio recording device and/or video recorder work should be done in the proximity of the 18th green media pen, the Media Centre interview area or practice range/putting green.

2. Video Recorders are not permitted in the locker room. Audio recording devices are permitted in locker rooms where media access is granted subject to the following regulations:

- Audio recorded interviews are for reference only and the audio cannot be used for any other purpose.
- The Media Representative must clearly ask a player, and permission must be granted, in order for the audio recording device to be used.
- The Media Representative is responsible for making other players in the vicinity aware that an interview is being recorded.
- PGAET staff or representative may designate, depending upon need and availability, an area within the locker room for the purpose of conducting interviews that are recorded.
- Use of audio recorded interviews must be limited to the person being interviewed.

3. Audio recording devices and/or video recorders are not permitted within the playing area of the golf course unless written permission has been granted from PGAET.

WEATHER DELAY GUIDELINES

1. During weather-delay situations, no one other than players and essential staff will be permitted in locker rooms to which media access has been previously agreed. This means the media are not permitted in the locker room in such situations. However, whenever possible, arrangements will be made to provide players for interviews during such situations, depending on availability and interest.

2. Correctly credentialed members of the media can access certain locker rooms – determined by PGAET prior to the relevant event - to carry out their assigned duties. (Note: no cameras are permitted in the locker room.) The accredited media and News Agency personnel shall jointly and severally indemnify, defend and hold the Event, its host organisations and PGAET and their respective officers, agents, representatives, successors and assigns harmless from and against any and all expenses, lawsuits, damages, costs and liabilities (including reasonable legal fees and expenses) incurred by, arising from, or in connection with, any actions of the accredited media person.

The credentialed person assumes all risk and danger incidental to the game of golf and releases PGAET sanctioned Events and competitions and their host sites, title sponsors, host organisations, PGAET-participating players, and all agents thereof from any and all liabilities resulting from such cases. The holders of the media credential grant permission to PGAET to utilise the holders' images or likenesses incidental to any live or recorded television or other transmission or reproduction in whole or in part of any PGAET event they attend.

ANNEX 1

EUROPEAN TOUR NEWS ACCESS REGULATIONS FOR MEDIA REPRESENTATIVES OF NON-RIGHTS HOLDERS

Definitions

- (i) Permitted Publications:** Newspapers, magazines, newspaper or magazine supplements and **(ii) any internet version of such newspapers, magazines or supplements, or other editorial internet sites provided these are not specifically intended for, or promoted as being available for, mobile access or viewing.**

- (ii) Venue(s):** The entire premises at which Events will take place encompassing the area inside the perimeter fence and other areas which require an Accreditation to gain access, as well as the immediate vicinity of such areas.

- (iii) Event Material:** Any sound or images from the official tournament days of any Event, including, without limitation, any function or competition organised prior to the start of a tournament or following its conclusion.

No television, radio, internet or other inter-active or electronic media broadcaster other than an official licensed broadcaster appointed by PGAET may broadcast, transmit and/or stream sound or images or a combination of them anywhere in the world of any PGAET Event other than what is allowable under these News Access Regulations.

These News Access Regulations are subject to applicable national laws and regulations.

The Accreditation of any person(s) accredited at the PGAET Event may be withdrawn without notice or reason, at the discretion of the PGAET for the purposes of ensuring compliance with these News Access Regulations:

- 1. Event Material may only be used in regularly scheduled bona fide daily news programmes/bulletins (specifically excluding any magazine, analysis, feature and/or discussion programmes) of which the actual local, regional, national or international current hard news elements constitute the main feature of the programmes. Such programmes may not be positioned or promoted as PGAET Event programmes.**

- 2. Non-rights holders may not make available or provide Event Material to any third party without the consent of the PGAET.**

- 3. Non-rights holders may not infringe, or facilitate the infringement of, the rights of any party officially associated with PGAET Event and in this**

regard the non-rights holders may not, without limitation:

- a. add any sponsorship, product placement, signs or other commercial credits in, on or around its broadcasts, transmissions and/or streaming of Event Material; and/or
- b. enter into any sponsorship agreements for the broadcast, transmission and/or streaming of the Event Material; and/or
- c. place any advertising or other commercial message before, during or after the broadcast, transmission or streaming of the Event Material, in such a manner as to imply an association or connection between any third party, or third party's products or services, and the Event Material or the PGAET and/or
- d. alter or add to Event Material so as to remove, change or obscure any advertising or other commercial messages appearing in the Event Material e.g. by way of on-course signage.

Television & Internet – rules particular to broadcasters of visual and audio-visual recordings

4. For television broadcast purposes and for all territories no more than 120 seconds of Event Material may be featured in any single news programme/bulletin per day. Access to this footage is available via PGAET's News Access Provider (PGA European Tour Productions) and may be subject to a technical fee.
5. Non-rights holding television and internet broadcasters, provided they hold proper Accreditation, will have access, with equipment, to official press conferences held at designated areas at the tournament, as well as access to the applicable media centres at each Event. Non-rights holders may not originate or broadcast, transmit and/or stream any audio, visual and/or audio visual programming from the course at any PGAET Event Venue on tournament days. Equipment and cameras of non-rights holders are not allowed into PGAET Event Venue for any purpose except recording the press conferences on tournament days. No recording/filming is allowed at the Venue even after the post-match presentations except in designated areas.
6. Save as set out above non –rights holders shall have no further access within any PGAET Event Venue with equipment, including for the purposes of conducting interviews or otherwise on Match days. Where non-rights holders require access to e.g. match footage for incorporation in their news programmes/bulletins as set out herein they should seek access to the same only from the PGAET's news access provider (PGA European Tour Productions).
7. Non-rights holding television and internet broadcasters, provided they hold proper Accreditation, will have access, with equipment, to Events on non-Tournament days. Coverage on non-Tournament days

(including player interviews) shall not involve coverage on an extended live basis (meaning for this purpose more than 20 minutes of continuous coverage).

8. For the avoidance of any doubt only PGAET cameras and equipment are allowed into the PGAET Event Venue for the purposes of recording live action of, and other activity surrounding, any Tournament. Special rules and restrictions apply to rights holders.

Radio & Internet – rules particular to broadcasters of audio / sound recordings

9. For all territories no more than two (2) minutes of Event Material may be featured in any single news programme/bulletin per transmission hour.
10. Non-rights holding radio and internet (audio and text) broadcasters may not broadcast live (in play) commentary or analogous coverage of any PGAET Event, whether on a live or delayed basis, or any other material obtained from within an PGAET Event Venue, including interviews, except with respect to official press conferences or designated areas.
11. Non-rights holding radio and internet (audio and text only) broadcasters provided they hold proper Accreditation, will have access, with equipment, to official Event press conferences held at designated areas within the stadia, as well as access to the applicable media centres at each stadium. Non-rights holders may not originate or broadcast, transmit or stream any live audio programming from a PGAET Event Venue.