



## MEDIA REGULATIONS

Updated 11/17

*These Media Regulations establish the terms by which a media outlet and its representatives may request, receive and use credentials to access PGA TOUR tournaments for news and editorial purposes. These Media Regulations form a binding contract between PGA TOUR, Inc. ("PGA TOUR"), a Media Outlet and its Credential Holders (as defined below). In consideration of receiving credentials from PGA TOUR under these Media Regulations, each Media Outlet and its Credential Holders accept and agree to these Media Regulations.*

### SECTION I. GENERAL TERMS

- 1. PGA TOUR Holds Exclusive Media Rights.** PGA TOUR holds the exclusive right to provide media outlets and their representatives with access to Tournaments. All media rights in and to Tournaments, including rights to all forms of audio, video and photography, are held exclusively by PGA TOUR. For purposes of these Media Regulations, "**Tournaments**" means all sanctioned tournaments on the PGA TOUR, PGA TOUR Champions, Web.com Tour, PGA TOUR Latinoamérica, Mackenzie Tour – PGA TOUR Canada and PGA TOUR China (the "**Tours**"), including the competition, practice rounds (including pro-ams), qualifiers, practice areas, hospitality areas and all surrounding events and areas at the tournament site(s) on all tournament days (typically Monday - Sunday). A "Media Day" preceding the week of a Tournament will also be a considered part of the Tournament for purposes of these Media Regulations, unless otherwise specifically set forth in these Media Regulations.
- 2. Overview of Credentials.** PGA TOUR 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 a Tournament on behalf of his/her Media Outlet and collect and distribute certain content for news and editorial purposes in accordance with these Media Regulations. Credentials are issued either for a specific Tournament (e.g., to a local outlet) or on a season-long basis.
- 3. Credential Requests.** Credential requests for Tournaments (including Media Days) must be submitted by a Media Outlet for its desired Credential Holders through PGA TOUR'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.
  - Competition Photography.* The name of each Credential Holder, if any, that desires to be credentialed as a "Competition Photographer" (for purposes of having the permission set forth in Section II.5.a below).
- 4. Credential Approvals.** PGA TOUR reserves sole discretion to approve or deny a credential request in whole or in part. If PGA TOUR approves a credential request, PGA TOUR 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 Competition Photographer. 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 PGA TOUR's credentialing system.
- 5. Areas of Access.** The specific areas of a Tournament site that each Credential Holder may access are determined on a Tournament-by-Tournament basis. Access to certain areas is limited (e.g., "inside the ropes" and locker room). A Credential Holder may access on-site areas only as permitted by PGA TOUR for the relevant Tournament.
- 6. News and Editorial Use Only.** A Media Outlet and its Credential Holders may use information and other content collected at a Tournament pursuant to these Media Regulations solely in the Media Outlet's news and editorial coverage of the relevant Tournament and/or Tour. 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 in Section II.1 below)); (b) may not be used to imply an official, marketing, endorsement or sponsorship relationship with PGA TOUR or any other Tour, Tournament or player; and (c) may not be sold, distributed, syndicated or licensed to third parties (except pursuant to Section IV.2 below).
- 7. Revocation of Credentials.** PGA TOUR 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.

## SECTION II. CONTENT AND PLATFORMS

1. **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 relevant Tournament and/or Tour. PGA TOUR 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.
2. **Information and Data.**
  - a. *Collection of Information.* A Credential Holder may collect information at Tournaments and report such information via Approved Platforms as part of his/her Media Outlet’s news and editorial coverage of the relevant Tournament and/or Tour, subject to the terms and conditions of these Media Regulations.
  - b. *Use of Data.* Any and all feeds of scoring data, statistical information and other data provided by PGA TOUR to a Media Outlet and/or its Credential Holders at a Tournament are provided solely to enhance the Media Outlet’s news and editorial coverage of the Tournament under these Media Regulations (and subject to Section II.9 below). 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 PGA TOUR.
3. **Video.**
  - a. *Commentary / Interviews / Press Conferences.* A Credential Holder may capture video of (i) commentary by the Credential Holder in the Media Center (e.g., “stand-up” Tournament updates), (ii) one-on-one interviews by the Credential Holder in the Media Center and any “flash” interview areas designated by PGA TOUR staff, and (iii) interviews organized by PGA TOUR Staff in the Media Center interview room and/or in “flash” interview areas (e.g., “press conferences”). A Credential Holder and/or his/her Media Outlet may distribute such video on a live and/or delayed basis via Approved Platforms. A Credential Holder may not capture video of practice or competition rounds, including any activity on the golf course or in the practice areas, unless permitted under the immediately following paragraph.
  - b. *Practice Areas / Highlights.* A Credential Holder, if and only if representing a Media Outlet that owns and operates a linear, 24x7x365 channel distributed via free-to-air, cable, satellite, IPTV and/or OTT platforms that is an Approved Platform, may capture video of interviews from the practice areas and highlights of practice and competition rounds. Such video: (i) may solely be captured for and used in a regularly scheduled news program on such linear channel (and simulcast via the Media Outlet’s digital platforms that are Approved Platforms where such linear channel is simulcast on a 24x7x365 basis); (ii) may not be in excess of three (3) minutes in the aggregate per day from each Tour; and (iii) may not be distributed in any geographic market until PGA TOUR’s broadcaster(s) of the Tournament in such geographic market has concluded its telecast of that day’s live or initial air coverage.
4. **Audio.** A Credential Holder may capture audio of (a) commentary by the Credential Holder in the Media Center (e.g., “stand-up” Tournament updates), (b) one-on-one interviews by the Credential Holder in the Media Center and any “flash” interview areas designated by PGA TOUR staff and (c) interviews organized by PGA TOUR Staff in the Media Center interview room and/or in “flash” interview areas (e.g., “press conferences”). The Credential Holder and/or his/her Media Outlet may distribute such audio on a [live] and/or delayed basis via Approved Platforms. A Credential Holder may not capture “play-by-play” or similar audio descriptions of practice or competition rounds, including any activity on the golf course or in the practice areas.
5. **Photography.**
  - a. *Competition Photographers.* If a Credential Holder is credentialed as a Competition Photographer, he/she may capture photographs on all Tournament days throughout the Tournament site, including of competition.
  - b. *Non-Competition Photographers.* If a Credential Holder is not credentialed as a Competition Photographer:
    - i. Practice Days. On practice days (typically Monday – Wednesday), the Credential Holder may capture photographs throughout the Tournament site, including of practice areas and practice rounds.
    - ii. Competition Days. On competition days (typically Thursday – Sunday), the Credential Holder may capture photographs solely of the practice areas, in the Media Center and designated interview areas and of non-competition areas of the Tournament site (e.g., hospitality areas).
  - c. *Distribution.* A Credential Holder and/or his/her Media Outlet may distribute photographs captured at a Tournament solely via Approved Platforms. Such photographs may not be used with real-time or near real-time information or sequenced to create a “shot by shot” or “hole by hole” account of the day’s play, nor may photos be sequenced in such a way as to approximate video.
6. **Media Days.** On Media Days, a Credential Holder may capture video and/or audio of commentary by the Credential

Holder, press conferences and interviews by the Credential Holder, and special events at Media Days (e.g., clinics, promotions, etc.). A Credential Holder and/or his/her Media Outlet may distribute such video and/or audio on a live and/or delayed basis via Approved Platforms. Each Credential Holder (whether a Competition or Non-Competition Photographer) may capture photographs of all Media Day activities and distribute such photographs through Approved Platforms as set forth in Section II.5.c immediately above.

- 7. Timing of Content Distribution.** Audio, video, and photos captured at Tournaments may be used and posted in Approved Platforms until (and not after) forty-eight (48) hours following the conclusion of the applicable Tournament. 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 PGA TOUR requests.
- 8. Archiving and Aggregation.** A Media Outlet and/or Credential Holder may not archive, compile or aggregate content collected and captured at a Tournament pursuant to these Media Regulations, including without limitation for purposes of a gallery, program, show, product or service covering the PGA TOUR, any other Tour(s) and/or Tournament(s).
- 9. No Real-Time Coverage.** A Media Outlet and/or Credential Holder's coverage of a Tournament from on site on any platform may not purport to be, approximate or serve as a substitute for play-by-play, hole-by-hole or real-time coverage of a Tournament via PGA TOUR's official or licensed platforms, as determined by PGA TOUR.
- 10. Promotion of Coverage.** A Media Outlet and/or Credential Holder may not advertise, market, promote or imply the offering of "live" coverage of Tournament action (practice or competition) under these Media Regulations.
- 11. 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 a Tournament, or use, distribute or provide to any third party any data provided by PGA TOUR under these Media Regulations, for purposes of or in connection with any gambling, gaming, daily fantasy or similar activity.
- 12. Ownership.** As a condition to receiving credentials hereunder and being provided with access to a Tournament, each Media Outlet and Credential Holder acknowledges and agrees that PGA TOUR is the sole owner of all rights, including all copyrights, in and to all audio and video captured at a Tournament (of golf action or otherwise). Each Media Outlet and Credential Holder hereby assigns to PGA TOUR 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 PGA TOUR's request, each Media Outlet and Credential Holder will execute any further documentation reasonably requested and provided by PGA TOUR to effect PGA TOUR's ownership of such audio and video. Further, at PGA TOUR's request, each Media Outlet and Credential Holder will provide PGA TOUR with copies of all such audio and video, and all photography it/he/she captured at a Tournament, at PGA TOUR's cost and expense.
- 13. Credits.** Uses of video pursuant to these Media Regulations, where reasonably practicable and customary, shall be made with a courtesy credit to PGA TOUR.
- 14. Takedowns.** PGA TOUR may issue and/or request takedowns of content captured at a Tournament 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.
- 15. Other Content and Platforms.** Content and platforms not specifically addressed in these Media Regulations, including virtual and augmented reality, may not be captured at a Tournament or used by a Media Outlet and/or Credential Holder unless set forth in a separate written agreement with PGA TOUR.

### SECTION III. ON-SITE CONDUCT GUIDELINES

1. **General Conduct Guidelines.** For all Credential Holders:
  - a. A Credential Holder must present his/her credentials upon entry to a Tournament, at all relevant access points within a Tournament and at the request of PGA TOUR or Tournament staff.
  - b. A Credential Holder must follow the directions and instructions of PGA TOUR and Tournament staff while present at a Tournament pursuant to these Media Regulations.
  - c. All media recording devices and other equipment must be noise free at all times.
  - d. The use of carts by a Credential Holder is prohibited.
2. **Positioning Guidelines.** For all Credential Holders:
  - a. Only a Credential Holder with an inside the ropes credential is permitted inside the ropes at any time. Further, a Credential Holder must hold an inside the ropes credential for the relevant Tournament day.
  - b. A Credential Holder with an inside the ropes credential: (i) must remain within an arm's length from the ropes, so as to blend into the gallery and appear to be part of the gallery at all times; and (ii) is not permitted on the teeing ground unless express written permission has been granted by PGA TOUR.
  - c. A Credential Holder may not position himself/herself in the line of play. If requested to move by a player, caddie or PGA TOUR or Tournament 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 PGA TOUR broadcasters.
3. **Interview Guidelines.** For all Credential Holders:
  - a. Use of interviews must be limited to the person being interviewed.
  - b. A Credential Holder must clearly request, and the player 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 PGA TOUR and/or the interviewee.
  - c. Players are not to be distracted or interrupted for interviews (or any other purpose) during practice or play on any day of a Tournament.
  - d. Interviews are permitted in the practice areas only if the interview is conducted by prior arrangement with the player, outside the hitting area and not where it could be distracting to other players.
  - e. On competition days, interviews may be conducted only after the conclusion of the player's round (i.e., after the player has signed his scorecard), unless a prior arrangement is made a pre-round interview. A Credential Holder is not allowed in the scoring area. PGA TOUR staff will seek to make requested and leading players available each day in a designated interview area (typically, near the scoring area and/or in the Media Center).
4. **Photography Guidelines.** For all Credential Holders (i.e., for Competition and Non-Competition Photographers):
  - a. Silent photography equipment must be used when taking a picture during a player's swing at any time.
  - b. Players may not be asked to pose during practice sessions (i) before a practice or competition round except by prior arrangement with the player or (ii) during a practice or competition round under any circumstances.
5. **Locker Room Guidelines.** Only Credential Holders specifically credentialed for locker room access are permitted in the locker room. For such permitted Credential Holders:
  - a. Live reporting, video recording and photography are not permitted in the locker room.
  - b. Audio recording is permitted in the locker room, subject to the following terms and conditions:
    - i. Audio interviews in the locker room are for a Credential Holder's reference only. The audio may not be distributed to the public or any third party or used for any other purpose.
    - ii. Audio may be recorded in the locker room solely for one-on-one player interviews (with express permission).
    - iii. A Credential Holder must make other players in the vicinity aware that an interview is being recorded.
    - iv. PGA TOUR staff may designate an area within the locker room for the purpose of conducting interviews.
  - c. During weather delays, a Credential Holder is not permitted in the locker room. If possible, PGA TOUR staff will make players available for interviews during weather delays in designated interview area(s).

#### SECTION IV. MISCELLANEOUS TERMS

- 1. Use of PGA TOUR and Tournament Trademarks.** Each Media Outlet is authorized to use the names, logos and other trademarks of PGA TOUR and Tournaments solely in its news and editorial coverage of a Tournament and/or Tour pursuant to these Media Regulations. The use of such trademarks must be in accordance with PGA TOUR's and Tournaments' brand 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 PGA TOUR or any other Tour or a Tournament.
- 2. Commercial Uses.** If a Media Outlet and/or Credential Holder desire to use information or other content collected by them pursuant to these Media Regulations, any archival footage or content of PGA TOUR or any trademark of PGA TOUR or a Tournament for any commercial or promotional purpose, please contact PGA TOUR. Any such usage, if permitted, 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.
- 3. Wire Services.** A Media Outlet recognized by PGA TOUR as an established wire and news distribution service (e.g., AP) may distribute the information and other content collected by its Credential Holders under these Media Regulations to third party media organizations in the ordinary course of its business. Such third party media organizations may use such information and other content solely for their news and editorial coverage on the same terms and conditions applicable to Media Outlets under these Media Regulations. Each wire and news distribution service will be responsible for the compliance of its third party media organizations with the terms and conditions of these Media Regulations. No Media Outlet or Credential Holder may otherwise transfer, sell or license the information or other content collected by it/him/her pursuant to these Media Regulations.
- 4. 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 game of golf and attending a Tournament, known and unknown, and hereby releases PGA TOUR, the Tournament, the host organization, the host site, all sponsors, all players, volunteers and their respective affiliates, officers, directors, managers, members, employees and agents from any and all liabilities, damages and losses, including property damage, personal injury and death, resulting from its/his/her attendance of a Tournament to the fullest extent permitted under applicable law.
- 5. Indemnification.** Each Media Outlet and Credential Holder shall indemnify, defend and hold harmless PGA TOUR, Tournaments, host organizations, host sites, sponsors, players and their respective affiliates, officers, directors, managers, members, employees, volunteers and agents 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.
- 6. Use of Likeness.** Each Credential Holder grants permission to PGA TOUR and its affiliates, licensees, distributors and media partners to utilize the 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 any Tournament.
- 7. Interpretation, Modification and Enforcement.** PGA TOUR 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 PGA TOUR.
- 8. Reservation of Rights.** PGA TOUR reserves all rights not expressly granted to a Media Outlet and/or Credential Holder under these Media Regulations.
- 9. No Transferability.** These Media Regulations, and each credential issued hereunder, may not be transferred, conveyed or assigned by a Media Outlet or Credential Holder.
- 10. Entire Agreement.** These Media Regulations constitute the entire agreement among PGA TOUR, 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.
- 11. 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 St. Johns County in the State of Florida and the federal courts of the United States of America located in Jacksonville, Florida for any action or proceeding arising out of or related to these Media Regulations.
- 12. 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).
- 13. Questions.** Please contact the PGA TOUR Communications Department with any questions regarding these Media Regulations.