

2019 NEW YORK ROAD RUNNERS MEDIA CREDENTIAL TERMS & CONDITIONS

1. BINDING AGREEMENT

These Terms and Conditions are issued by New York Road Runners, Inc. (“NYRR”), and are applicable to Media Organizations (defined below), including any authorized designee working for or on behalf of such Media Organization (“Credential Bearer”), that has requested and been granted credentialed access to cover an NYRR event, including but not limited to races, professional athlete interviews and media press conferences (each an “NYRR Event”) for editorial purposes.

For purposes of these Terms and Conditions, eligible “Media Organizations” are defined as those entities, whose primary business function entails newsgathering and/or the distribution and dissemination of news, including newspapers, magazines, wire services, television, radio, and eligible websites¹ (individually a “Media Organization” and collectively “Media Organizations”). Membership in a writers' or broadcasters' association will not automatically qualify a media organization for credentialed media access.

Acceptance of credentialed access, including a media credential for an NYRR Event (“Media Credential”) constitutes a binding agreement by an approved Media Organization and Credential Bearer(s) to be bound by these Terms and Conditions. Furthermore, approved Media Organizations and authorized Credential Bearer(s), acknowledge and agree that failure to comply with these Terms and Conditions may result in revocation of Media Credentials and access granted by NYRR and/or exclusion from future NYRR Events.

2. PURPOSE

If granted by NYRR, Media Credentials for an NYRR Event permit the approved Credential Bearer, permission to access, capture and publish descriptions, accounts, photographic images and/or audio-video recordings from the NYRR Event for which the Credential Bearer has requested access (“Event Content”) solely for news and editorial coverage purposes in accordance with these Terms and Conditions. Any other use by a Media Organization or Credential Bearer of Event Content or NYRR trademarks and logos, including non-editorial or commercial usage, is expressly prohibited, unless the Media Organization or Credential Bearer first obtains written permission from NYRR.

4. APPLICATION PROCESS

All applicants for Media Credentials must complete the online Media Credential application, including without limitation, the “Coverage Explanation” section, which details the Media Organization’s and/or Credential Bearer’s requested access and proposed editorial uses of the Event Content. Incomplete Media Credential applications will not be considered.

NYRR Event Media Credential applications and any requested supplementary documentation must be submitted by established deadlines. NYRR has no obligation to consider Media Credential applications

¹ An “Eligible Website” is a website that: (i) demonstrates a record of sustained news reporting; (ii) if requested, can furnish a certifiable traffic number of monthly visitors from an established auditing firm (Hit counters will not fulfill this requirement); and (iii) is not primarily a personal website, discussion board/chat room and/or a running club site.

that are submitted after established deadlines. Any Media Credential application received or completed after any established deadlines shall be considered solely at NYRR's discretion.

NOTE: Non-editorial access requests ("Special Projects") will not be processed through the Media Credential application process. All individuals seeking non-editorial credentialed access must submit such requests to nyrrbroadcast@nyrr.org. Special Projects include requests that involve the creation of an audio-visual project, regardless of the medium, including, but not limited to documentaries, student projects, feature films, festival films, editorial spread and other similar projects following an individual, the sport of running or other similar topics.

5. APPROVAL PROCESS/DISTRIBUTION OF MEDIA CREDENTIALS

Applicants acknowledge and agree that NYRR may determine, in its sole and absolute discretion, which Media Organizations and Credential Bearers will be accorded Media Credentials. Receipt of Media Credentials for prior NYRR Events does not guarantee Media Credentials for future NYRR Events. Applicants will receive notification of Media Credential approval solely via email.

Credentials will not be mailed and must be collected during the dates, times and at the location designated by NYRR. Individuals collecting Media Credentials will be required to show photo identification before Media Credentials will be released. NYRR reserves the right to confirm the identity of any individual collecting Media Credentials.

6. EXPLOITATION OF PHOTOGRAPHIC IMAGES AND AUDIO-VIDEO RECORDINGS

If a Media Credential application indicated the intention to capture photographic images and/or audio-video recordings of the applicable NYRR Event ("Recordings" a sub-category of Event Content) in the "Coverage Explanation" section of such application, the use and exploitation of any resulting Recordings are restricted as follows:

- a. Media Organization may not use, exhibit, display, license or assign the Recordings for any purpose other than the purpose stated in the "Coverage Explanation" section of the Media Credential application completed by the Credential Bearer and further agrees to use the Recordings solely in compliance with this section 6.
- b. In the event NYRR provides Media Organization or Credential Bearer with Recordings, Media Organization shall ensure that such Recordings are accompanied by a visible credit attributing such Recordings to NYRR (e.g. "Courtesy of New York Road Runners.")

Unless otherwise specified, Media Organizations and Credential Bearers acknowledge and agree that all rights in and to the NYRR Events are owned by NYRR, and that any Media Organization's breach of any provision of this section 6 will cause NYRR irreparable harm, and thus NYRR may seek injunctive relief against such Media Organization or Credential Bearer and any third parties in connection with use of the Recordings in a manner that violates this Agreement.

7. CREDENTIAL USAGE (NON-TRANSFERABLE)

Media Credentials are non-transferable and may not be duplicated or reproduced in any manner and may not be given or loaned to any person not identified in a Media Organization's Media Credential

application. Media Credentials must be worn at all times by the authorized Credential Bearer during the applicable NYRR Event, and Credential Bearer must carry government issued photo identification with them at all times. NYRR reserves the right to revoke Media Credentials at any time.

8. CREDENTIALLED AREA ACCESS

Authorized Credential Bearers acting in accordance with these Terms and Conditions and any other instructions issued by NYRR will be accorded access to media designated areas.

9. GENERAL COVERAGE POLICIES

Each Credential Bearer must observe the following rules:

- Adhere to the assignments disclosed in the Coverage Explanation, these Terms and Conditions, in addition to the terms and conditions enumerated on the Media Credential itself.
- Obey all the instructions distributed during Media Credential check-in. It is the responsibility of each Credential Bearer to comply with such instructions.
- Refrain from standing on the course while runners are competing or acting in a manner that would impede or endanger participants in any way.
- Refrain from climbing fences, traffic or streetlight poles, trees, or other structures.
- Respect and adhere to all laws and regulations, and any directions or restrictions from NYRR location managers, production associates, medical staff, emergency personnel and security personnel.
- Refrain from applauding, whistling or cheering during news conferences.
- Refrain from making requests for athlete autographs or photographs with athletes or celebrities.

10. ASSUMPTION OF RISK

Credential Bearer (1) assumes all risk related to the newsgathering services performed by Credential Bearer at NYRR Events; (2) assumes all risk related to attending NYRR Events; (2) agrees that NYRR has no responsibility for any equipment used or brought to NYRR Events; and (3) agrees to waive any and all claims of bodily injury or damage to property that Credential Bearer may have against NYRR arising out of the issuance of a Media Credential or the Credential Bearer's presence at any NYRR Event. Media Organization and Credential Bearer further agree to indemnify and hold harmless NYRR, NYRR sponsors, City of New York, its agencies, departments and officials, any owner or lessor of any property upon which NYRR Events take place, and the respective officers, directors, agents, affiliates, subsidiaries, employees, volunteers, and other representatives, and successors of each of the foregoing ("NYRR Indemnitees"), from and against all liability, loss damage or expense resulting from or arising out of the issuance of a Media Credential or the Credential Bearer's presence at any NYRR Event, except to the extent that such liability, loss, damage or expense arises out of the willful or intentional misconduct of such NYRR Indemnitees.