

## **2009 Houston Texans Media Policy**

In exchange for access to our facilities and/or stadium in ways not available to the general public, you have agreed to certain terms and conditions governing your access and the use of the information you gather as a result of that access, which are incorporated by reference on the back of the credentials card. Credential cards must be displayed at all times in order to enter and remain in our facilities and/or stadium. This memorandum summarizes the complete Notice of Credential Use Conditions, which is both attached to this memorandum and available at [NFLmedia.com](http://NFLmedia.com):

1. If the Accredited Organization is a television broadcaster, it agrees that its use of film, video, or digital video highlights of game action (“Video Highlights”) will be used only in connection with its regularly scheduled broadcast television newscast within a seven-day period following the game, and further agrees that its use of Video Highlights in such newscasts shall not exceed (a) six (6) minutes of “same-day” post-game highlights on Game days and (b) (i) two (2) minutes of current-season highlights on any other day, or (ii) if an Accredited Organization airs a continuous-loop news service, Video Highlights including more than seven (7) plays in any 15-minute segment or fourteen (14) plays in any 30-minute segment of such service.
2. Unless permitted by a separate NFL authorization, credentialed individuals and organizations may sell or distribute the information they gather only as part of the editorial product (*e.g.*, newspaper) delivered to end users (*i.e.*, consumers such as readers and TV viewers), regardless of media platform, and not to other organizations or as part of separate commercial products (*e.g.*, apparel, posters, reproductions or other memorabilia). If the credential has been issued to established wire and news services whose normal business is to distribute information to other news organizations, however, such services may distribute the information to other print and broadcast media organizations, who may use the information for editorial product as though they generated it themselves.
3. The Accredited Organization’s and Bearer’s distribution of Game Information must be time-delayed and/or limited in amount (including while a game is in progress) as set forth in this Notice of Credential Use Conditions and may not, under any circumstances, constitute play-by-play accounts of a game in any medium.

4. The 2008 NFL credentials impose a 90-second limit on the use of online and other new media non-game audio and video content obtained as a result of credentialed access. Such content may not be “archived” (*i.e.*, made available for on-demand public access) for more than 24 hours on the Internet, may not incorporate integrated advertising, and must be accompanied by links back to NFL.com and to the team’s web site. The 90-second limit does not include video/audio material that is comprised entirely of a credentialed media employee providing commentary or analysis (“Talking Head” reporting), including pre- or post-game stand-up material shot on the field or other facility location.
5. Access to the playing field area is subject to NFL rules, including all rules concerning photography location borders along the sidelines and end lines.
6. Credential holders must be at least 18 years old and have a specific working function, especially on the sidelines.
7. A photo vest must accompany the credential of any field or video photographer who is on the sidelines.
8. Individual credential holders who receive playing field access privileges acknowledge that they assume the risks inherent in field access (collision, injury, and the like) and, as a condition of such access, waive their rights to assert that the NFL, the {CLUB NAME}, any other club, or any player is liable for any injury that they may suffer. The required waiver is set forth in the Notice of Credential Use Conditions [***add if applicable: and in the 2008 Liability Waiver, which must be signed by anyone desiring to have access to the playing field***].
9. Credentials alone do not authorize holders to shoot game action video, or to create the appearance of video by using closely sequenced still photographs of game action. Use of camera equipment to create game action video requires, and is subject to, a signed Sideline Video Access Agreement. Still images that are sequenced to appear to be video are not permitted under any circumstances.
10. Each credential is issued to, and binding on, the holder and his or her employer. The credential may not be used by, or lent or transferred to, any individual or entity other than the party to which it was directly issued.
11. The credential also authorizes media organizations to use NFL trademarks (including team colors and logos) in their news and editorial coverage of the NFL and NFL games. It does not authorize media use of such trademarks in non-editorial contexts; non-editorial use of NFL marks or logos (*e.g.*, in connection with apparel, souvenir or merchandise sales) requires a separate license.

12. Misuse of credentials, failure to abide by the terms of the credentials, disorderly conduct and/or failure to comply with security measures will subject the credential holder to, among other things, ejection from the game being covered and to cancellation or revocation of credentials for future games.

## **Notice of Credential Use Conditions**

### **Agreement**

Acceptance of NFL credentialed access constitutes agreement by the Accredited Organization and the Bearer to abide by (1) the following terms and conditions (2) an executed Liability Waiver (necessary for access to the playing field), and (3) NFL Official Rule Book governing access to the playing field area, which can be found on [www.nflmedia.com](http://www.nflmedia.com) as well as any other rules that may be issued by the League and/or clubs pertaining to field access.

### **Purpose**

The credential card provides privileged access to an organization (the “Accredited Organization”) for the sole purpose of authorizing, under certain terms and conditions, access to a designated NFL Member Club stadium and/or facility for an individual (the “Bearer”) who has a legitimate working function at the game or event for which this credential is issued (the “Game”). It may not be transferred by the accredited organization to which it is directly issued and the bearer may use it only and directly for the accredited organization’s purposes. Any unauthorized use of the credential card subjects the Bearer to ejection and prosecution for criminal trespass and subjects the Accredited Organization to revocation of its credentials for future NFL games or events. The NFL is defined for the purposes of the credential card to include the National Football League, its affiliates, its Member Clubs, and their agents and employees. The NFL, at its sole discretion, may revoke any Accredited Organization’s or individual Bearer’s credentials.

### **No Video Of Game Action**

The credential card does not authorize the Bearer to shoot video of Game action. When issued to video personnel, it only authorizes the Bearer to shoot video of non-Game activities (e.g., player interviews) and to use such video in accordance with the terms below. The creation of Game action video requires, and is subject to the terms of, a separate, signed Sideline Video Access Agreement.

### **Permitted Uses**

The credential card authorizes (i) the use by the Accredited Organization, solely for news and editorial coverage of the Game, of any descriptions (including statistical

descriptions), accounts, photographs, non-Game video or audio recordings of the Game, or of player interviews, press conferences, or other stadium activities related to the Game (collectively, "Game Information") taken, made, created, or compiled by the Accredited Organization or the Bearer, and (ii) the use by the Accredited Organization of any NFL or NFL Member Club logos or trademarks (the "Marks") in connection with the uses of the Game Information authorized herein. Any other use or attempted use by the Bearer or the Accredited Organization of Game Information or Marks, including any distribution of Game Information to third parties other than ultimate consumers (e.g., newspaper readers) for their use (whether before or after the conclusion of the Game, and whether or not for editorial purposes) and any purported authorization by an Accredited Organization of any third party to redistribute Game Information or to use any Marks is expressly prohibited, unless the Accredited Organization has obtained the advance written permission of the NFL. The Accredited Organization's and Bearer's distribution of Game Information must be time-delayed and/or limited in amount (including while a Game is in progress) as set forth in this Notice of Credential Use Conditions and may not, under any circumstances, constitute play-by-play accounts of a Game in any medium.

The Accredited Organization may supplement its traditional media distribution platform (e.g., newspaper, television, radio, etc.) with its own new media distribution platforms (e.g., internet, wireless, podcasts, etc.) provided that, with respect to such new media distribution platforms: (a) any photographs are limited to a reasonable number, not sequenced so as to appear to be video of Game action and used only for news coverage of the Game or other editorial (as opposed to apparel, souvenir or merchandise) purposes; (b) no video of Game action is used (except that, if the Accredited Organization is a television broadcaster, Game action highlights may be shown as part of a single, non-archived, online "simulcast" of any regularly scheduled television news programming the Accredited Organization may broadcast, provided it adheres to the limits on such broadcasts set forth below); and (c) use of non-Game audio and video content, obtained as a result of credentialed access (e.g., press conferences, training camp, practice and/or interviews at NFL venues) (1) is limited to 90 seconds maximum per day (180 seconds maximum -- 90 seconds per team -- in two-team markets), (2) may appear in an editorial context only (no sponsorship, merchandising or advertising integrated with or around the content), and may not be posted "live" or in real time, (3) is accompanied by links back to NFL.com and to the team's web site; and (4) while a Game is in progress, any forms of accounts of the Game must be time-delayed and/or limited in amount (e.g., score updates with detail given only in quarterly game updates, fewer than 10 photographs during the game) so that the Accredited Organization's game coverage cannot be used as a substitute for, or otherwise approximate, authorized play-by-play accounts. Audio and video content consisting of material obtained at press conferences may not be posted "live" or in real time and may not exceed the 90 seconds per team limits set forth above.

Any proposed use of Game Information that is more detailed and/or immediate than that described or which exceeds the limits set forth above requires a separate NFL license.

If the Accredited Organization is a television broadcaster, it agrees that its use of film, video, or digital video highlights of Game action ("Video Highlights") will be used only

in connection with its regularly scheduled broadcast television newscast within a seven-day period following the Game, and further agrees that its use of Video Highlights in such newscasts shall not exceed (a) six (6) minutes of “same-day” post-Game highlights on Game days and (b) (i) two (2) minutes of current-season highlights on any other day, or (ii) if an Accredited Organization airs a continuous-loop news service, Video Highlights including more than seven (7) plays in any 15-minute segment or fourteen (14) plays in any 30-minute segment of such service. Use of Video Highlights in any other manner, or on any other media distribution platform, without the advance written permission of the NFL and, where applicable, NFL Productions LLC (d/b/a NFL Films) is expressly prohibited.

### **Risk**

The Accredited Organization and the Bearer: assume all risk incident to the performance by the Bearer of his or her services; assume all risk incident to attending NFL Games; agree that the NFL has no responsibility for any equipment in use in the stadium; agree that they are not acting for the NFL in any manner whatsoever and are not employees or agents of the NFL; and agree to indemnify and hold harmless the NFL from and against all liability, loss, damage or expense resulting from or arising out of the issuance of the credential card or the Bearer’s presence in the stadium, except to the extent such liability, loss, damage or expense arises out of the willful or intentional misconduct of the NFL. The Bearer and his or her belongings may be searched upon entry into the stadium and the Bearer consents to such searches and waives any claims that he or she might have against the NFL in connection therewith. If the Bearer fails to consent to such searches, it is agreed and understood that he or she will be denied access to the stadium. Any Bearer who is deemed disorderly, or who fails to comply with these terms or any and all security measures, shall be subject to, if appropriate, ejection from the stadium and prosecution, and shall subject the Accredited Organization to revocation of its credentials for future NFL games or events.

2008

[BACK OF CREDENTIAL CARD]

**THE TERMS AND CONDITIONS GOVERNING USE OF THIS CREDENTIAL ARE SET FORTH IN THE NOTICE OF CREDENTIAL USE CONDITIONS, AND SUMMARIZED IN THE 2008 CREDENTIAL MEMO, BOTH OF WHICH ARE AVAILABLE AT [www.nflmedia.com](http://www.nflmedia.com) AND INCORPORATED HEREIN BY REFERENCE. BY ACCEPTING THIS CREDENTIAL, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ARE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THE NOTICE OF CREDENTIAL USE CONDITIONS AND SUMMARIZED IN THE 2008 CREDENTIAL MEMO.**