

NOTICE OF CREDENTIAL USE CONDITIONS

This credential is issued to an approved person (the "Representative") for the sole purpose of providing stadium access to an individual who has a legitimate working function in connection with the event for which this credential is issued (the "Event"). In some instances, this credential may be issued to an accredited media agency (the "Agency") which then provides the credential to its selected Representative. This credential is non-transferable and may be revoked at any time without cause. Any unauthorized use of this credential subjects the Representative to ejection from the stadium and prosecution for criminal trespass and other legal action, and subjects the Representative and the Agency to revocation of its access to future Events, as USA Track & Field (the "Institution") and the Event Organizer or their affiliates, agents, or employees determine in their sole discretion. Credentials reported as lost or stolen may not be honored. If lost or stolen, this credential may not be replaced. The Representative may not solicit contributions or distribute literature on or near the Event. Subject to all restrictions contained in this credential, this credential (only if issued to approved media personnel) authorizes the use, solely by the Agency and solely for news and editorial coverage of the Event, of the descriptions, accounts, photographs, films, audio or video recordings, or drawings of or relating to the Event (including, without limitation, any interviews, press conferences or other stadium activities related to the Event) taken, made, created, or compiled by the Representative while attending the Event (collectively, "Agency Materials"). For the avoidance of doubt, Agency Materials may not be exploited by the Agency at any time for any purpose other than news and editorial use. Any other use or attempted use by the Representative or the Agency of Agency Materials at any time and for any purpose is expressly prohibited, unless the Agency has obtained the advance written permission of the Institution. As between the Agency, the Representative, and the Institution, the Institution is the exclusive owner of all copyrights, trademarks, and other proprietary rights in its names, logos, and uniformed designs, and in the Event and all materials (in any and all media) related thereto, except for Agency Materials created pursuant to this credential (to the extent they do not incorporate materials owned by the Institution in accordance with the foregoing). The Agency and Representative agree that any Agency Materials taking the form of film, video, or digital video recordings ("Video Materials") may only be used in connection with a regularly scheduled television newscast aired by the Agency or through the display (broadcast, webcast, podcast, pay-per-view, video on demand, or any other such term or via any other technology) of Video Materials via the Internet or other video display/ transmission technology other than broadcast television. Any such use of the Video Materials shall not exceed two (2) minutes in length. No race may be shown in its entirety, regardless of length, and race finishes are not to be shown. Further, the Agency and representative agree that all rights to display Video Materials shall expire fourteen (14) days following the Event and may be revoked at any time without cause. The Agency and Representative agree to not display or retransmit any audio, video or other content captured or transmitted by the Event's television partners. Representative shall not transmit or display any video, audio, pictures, photographs or other non-text based accounts or descriptions of the Event in any media while the Event or the live network presentation of the Event is in progress, except with the advance written permission of the Institution. If the Representative is not media personnel, any photographs, videotape, or other audio and/or visual recordings, or any other non-text based accounts or descriptions of the Event in any media created by the Representative and/or a spectator may be used solely for such person's personal, non-commercial use, and may not be posted on the Internet, broadcast, published or disseminated, or used for any commercial purposes, without the prior written consent of the Institution. The Agency and the Representative assume all risks incident to, and hereby release the Institution from, any and all liability arising in connection with, attending the Event and creating and using Agency Materials. The Agency agrees to indemnify and hold harmless the Institution from and against all liability, loss, damage, or expense arising out of the issuance of this credential, the Representative's presence in the stadium, or any other activity of the Agency or Representative in connection with the Event (including, without limitation, any claims that Agency Materials infringe the intellectual property rights, publicity rights, or other rights of any third party). By the use of this credential, the Representative also agrees to allow the Institution the use of the Representative's image or likeness in any live or recorded video display or other transmission, reproduction or depiction in any media of all or any part of the Event. Use of this credential at the Event constitutes agreement by the Agency and the Representative to abide by the foregoing conditions.