# **Baltimore Ravens Credential Use Conditions**

# 1. Binding Agreement

Acceptance of credentialed access to a Game or Event (each as defined below) constitutes agreement by the Accredited Organization (as defined below) and/or the Bearer (as defined below) to be bound by (1) the following terms and conditions (the "Credential Use Conditions"), (2) for Baltimore Ravens games, an executed waiver of liability and publicity release (necessary and applicable for anyone being granted access to the playing field), and (3) the NFL Official Rule Book governing access to the playing field area, which can be found at https://nflcommunications.com/Pages/2020Official-Playing-Rules.aspx as well as any other rules that may be issued by or on behalf of the National Football League and/or member clubs of the National Football League (each, a "Member Club" and collectively, the "Member Clubs", including their agents and employees), including Baltimore Ravens Limited Partnership (the "Ravens") and M&T Bank Stadium regarding field and stadium access.

### 2. Purpose

The credential card provides privileged and revocable access to an individual (the "Bearer") for the sole purpose of authorizing, under certain terms and conditions, access to a designated stadium and/or facility or to a designated NFL game or other event for which this credential is issued (the "Game" or "Event", as applicable), on behalf of Bearer, individually, and/or the organization for which Bearer is performing services while at the Game or Event (the "Accredited Organization") at which Bearer has a legitimate working function at, or valid affiliation to. It may not be transferred by the Bearer or the Accredited Organization to which it is directly issued and the Bearer may use it only and directly for the purposes permitted by these Credential Use Conditions. 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. A League Entity (as defined below) or the applicable Member Club (or any of its affiliates), at its sole discretion, may revoke any Accredited Organization's or individual Bearer's credentials. For purposes of these Credential Use Conditions: (i) "League Entities" means the National Football League, its affiliates and each of their agents and employees; and (ii) "NFL Entities" means the League Entities and the Member Clubs. The NFL Entities are intended third party beneficiaries of the Credential Use Conditions with full rights to enforce such terms.

# 3. Permitted Uses - Media

The credential card authorizes (i) the use by the Accredited Organization only, solely for news and editorial coverage purposes in accordance with the terms hereof, of descriptions, accounts, film, video or digital still images from the applicable Game or Event, or of player or personnel interviews, press conferences or other activities related to such Game or Event (collectively, "Game and Event Material") taken, made, created, or compiled by the Accredited Organization or the Bearer, and (ii) the limited use by the Accredited Organization of any NFL Entity logos or trademarks (the "Marks") in connection with the uses of the Game and Event Material authorized herein. Any other use or attempted use by the Bearer or the Accredited Organization of Game and Event Material or Marks are expressly prohibited, unless the Accredited Organization has obtained the advance written permission of the applicable League Entity. Such prohibited uses of Game and Event Material include, without limitation, the following: (x) any distribution of Game and Event Material to third parties other than ultimate consumers (e.g., newspaper readers) for such third party's use (whether before or after the conclusion of the Game or Event, and whether or not for editorial purposes), (y) any purported authorization by an Accredited Organization of any third party to redistribute Game and Event Material (e.g., play-by-play data feeds), and (z) any non-editorial use of Game and Event Material or Marks, including in connection with or as part of commercial products distributed in any medium (e.g., apparel, posters, commemorative programs or other types of souvenir or other merchandise or sponsored content). Additionally, while at the Game and/or Event, the Accredited Organization and Bearer are prohibited from providing exposure to any third-party brand(s) (e.g., marks, logos) for commercial, marketing or publicity purposes including, for example, through exposure of third-party brands on apparel or equipment worn or used by Bearer.

- b. The Accredited Organization may supplement its traditional media distribution platform (e.g., newspaper, television, radio) with other new media distribution platforms that it controls (e.g., websites, official social media accounts, applications, podcasts), provided that, with respect to such new media distribution platforms: (i) any use of film or video or digital still images is limited to a reasonable amount or number (as applicable), and used only to illustrate or support news and editorial coverage of the Game or Event (as opposed to use in connection with or on commercial products, e.g., apparel, posters, commemorative programs, or other types of souvenir or other merchandise, or sponsored content) purposes; (ii) any use of film or video or digital still images is not used to create Simulated Video (as defined below) of game action; (iii) no video of game action is used (except that, if the Accredited Organization is a television broadcaster, Game or Event 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 (iv) 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 or events): (1) must be limited to 90 seconds maximum per day (180 seconds maximum -- 90 seconds per team -- in two-team markets), (2) may not be posted or streamed "live" or in real time in any form or medium and may not be archived (i.e., made available for on-demand public access for more than 24 hours after posting, etc.), (3) may appear only in an editorial context (i.e., no sponsorship, merchandising or advertising integrated with or around the content, including digital advertising, etc.), and (4) must be accompanied by links back to NFL.com and to the applicable Member Club's web site.
- c. Any proposed use of Game and Event Material that is more detailed and/or immediate than that described herein or which exceeds the limits set forth herein, and any exceptions to the prohibitions set forth herein, requires a separate license from the applicable League Entity.
- d. The 2020 NFL credential (use terms available <a href="here">here</a>) also imposes limits on the use of video and audio content from an NFL game. Game video content (including all game action and all ancillary on-field activities occurring inside the stadium on gameday) may be used only in accordance with the 2020 NFL Video Highlights License, which is available at NFL communications.com. Game audio content ("Audio Highlights") is subject to the following limitations: (a) Audio Highlights may only be used as part of a regularly scheduled news program that regularly includes segments on news, sports and weather; or regularly scheduled sports wrap-up shows that cover all sports and do not focus disproportionately on the NFL at any time; (b) no Audio Highlights may be used from games in progress; (c) on game days, up to two minutes of Audio Highlights from any one game played that day may be used but no more than a total of six minutes of Audio Highlights from any one game played in the preceding six days may be used; and (e) in no case may Audio Highlights be used in connection with or associated with any third party (e.g., a sponsor).

#### 4. Permitted Uses – Non-Media with Working Functions

Working credentials are issued as a courtesy to the Bearer and shall be used only to access the areas listed herein for a legitimate working function. Unauthorized use is grounds for ejection and/or prosecution for criminal trespass.

# 5. <u>Permitted Uses – Guests</u>

Guest credentials are subject to the terms and conditions applicable to all ticketholders at Games or Events, which can be found on this web page and are hereby incorporated by reference. To the extent there is a conflict between the terms of these Credential Use Conditions and the language found of the back of guest tickets for such Game(s) or Event(s), the ticketback language shall govern.

# 6. No Video of Game Content; No Streaming

a. The credential card does not authorize the Bearer to create or use or transmit video, or to animate, sequence, loop or otherwise manipulate film or digital still images to appear to be video ("Simulated Video") of game content (including game action and any ancillary on-field activities). Even if issued to video personnel who are Bearers, the credential only authorizes the Bearer to create video of non-game activities (e.g., player interviews, press conferences) for use in accordance with the terms below. The creation of video of game content from

the sideline and/or in areas in close proximity to the field requires, and is subject to the terms of, a separate, signed Sideline/Close Proximity Video Access Agreement.

b. Streaming of any Game and Event Materials while the Game is being played or the Event is occurring—in any form, medium, or duration—is prohibited under the terms of these Credential Use Conditions.

### 7. No Play-by-Play

While a Game or Event is in progress, the Accredited Organization's and Bearer's distribution of Game and Event Material 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) and may not, under any circumstances, involve, constitute, serve as a substitute for, or otherwise approximate, a play-by-play or statistical account or depiction of a Game or Event in any medium.

### 8. <u>Use of Likeness</u>

Bearer and the Accredited Organization each grants the Ravens the unrestricted right to use its name, likeness, image, voice and/or appearance taken or made in connection with participation in or attendance at the Game or Event (collectively "Images") in order to promote, advertise or market the Ravens or for any business-related purpose. The use of the Images by the Ravens includes, but is not limited to, photographs, video recordings, film recordings, audio recordings, digital images, illustrations, reproductions, newsletters, publications, electronic on-line services, advertisements, or other promotional material in any form, content or medium, including the internet. The Ravens shall have complete ownership of such Images, including the entire copyright, and that this consent and release is irrevocable.

# 9. <u>Risk</u>

THE ACCREDITED ORGANIZATION AND THE BEARER UNDERSTAND THAT BEARER'S PRESENCE IN THE STADIUM OR FACILITY INVOLVES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH). THE ACCREDITED ORGANIZATION AND THE BEARER VOLUNTARILY (i) ASSUME ALL RISKS, HAZARDS AND DANGERS incident to the Game or Event and related events, including, without limitation, the risk of personal injury (including, without limitation, death), the risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, sickness, and lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused; (ii) agree that the NFL Entities have no responsibility for any equipment in use in the stadium or other facility; (iii) agree to waive any and all claims and potential claims related to the above risks, hazards and dangers; and (iv) agree to indemnify and hold harmless the NFL Entities 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 or other facility, except to the extent such liability, loss, damage or expense arises out of the willful or intentional misconduct of the NFL Entities. The Accredited Organization and the Bearer also acknowledge and agree to comply with applicable policies of the Ravens and M&T Bank Stadium or other facilities, including, without limitation, any security and conduct policies, and any health and safety policies and assessments. The Accredited Organization and the Bearer also agree that they are not acting for the NFL Entities in any manner whatsoever and are not employees or agents of the NFL Entities. The Bearer and his or her belongings may be searched upon entry into the stadium or other NFL or Baltimore Ravens facility and/or other security checkpoints, and the Bearer consents to such searches and waives any claims that he or she might have against the NFL Entities 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 or other facility. Any Bearer who is deemed disorderly, or who fails to comply with these Credential Use Conditions or any and all security measures, shall be subject to, if appropriate, ejection from the stadium or other facility and prosecution, and such conduct shall also subject the Accredited Organization on whose behalf the Bearer is present to revocation of its credentials for future Games and Events. Further, the Ravens reserve the right to deny admission to or eject any person who the Ravens, in its sole discretion, determine poses a risk to the health and safety of other attendees. Admission may be refused or withdrawn or the Bearer ejected, or credentials revoked, in the sole discretion of the NFL Entities or its designees. If admission is refused or withdrawn, Bearer is ejected, or a credential is revoked, or if the Game or Event is cancelled and not replayed, or the Game or Event is modified, the Bearer and/or Accredited Organization will not be entitled to consequential, incidental, indirect, exemplary, or special damages of any kind.

#### 2020-21 Baltimore Ravens/Stadium Ticketback Terms

This ticket is a revocable license that only grants a one-time entry into the stadium and a seat, or if specified on the ticket, a standing location, for the specified game (the "Event") with no right of re-entry. The person seeking entry pursuant to this license, and any accompanying minors ("Holder"), agrees that this ticket license is subject to these terms and conditions ("Terms") and by acceptance and/or use of this ticket for the Event, Holder is deemed to have read the Terms and agreed to be bound by them. Failure to comply with any of these Terms shall result in forfeiture of this license and all rights arising hereunder without refund, and shall entitle the NFL, the Baltimore Ravens and/or the stadium (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked and Holder may be ejected in the sole discretion of Management.

ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY if admission is refused or revoked, or the Event is cancelled and not replayed for any reason, is a refund of up to the face value of the ticket set by Management (the "Face Value"). Further, Management's liability for any breach of any term of this ticket shall not exceed the Face Value. IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET.

The date and time of the Event (and the opening of the gates) are subject to change by Management in its sole discretion, and no such change shall entitle ticket holder to a refund or any other remedy if ticket holder cannot attend or for any other reason. Ticket holder may be relocated in the sole discretion of Management, and no such relocation shall entitle ticket holder to a refund or any other remedy if ticket holder is relocated to a seat of comparable face value.

Holder must comply with all Baltimore Ravens and stadium policies, including without limitation any security and fan conduct policies, health and safety policies and assessments, and any applicable bag policies. Holder and Holder's belongings may be searched or assessed prior to or upon entry into the stadium. Prohibited items may be confiscated and/or Holder may be denied admission or have his or her admission revoked at any time at the sole discretion of Management. Holder consents to such searches and assessments and waives all claims relating to them. If Holder does not consent to such searches and assessments, Holder acknowledges that Management has the right to deny admission or to eject Holder from the Event without refund. Management reserves the right to deny admission to or eject any person who Management, in its sole discretion, determines poses a risk to the health and safety of other attendees and/or whose conduct violates these Terms, any applicable code of conduct, or is otherwise disorderly (or complicit in such conduct) without refund.

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data or visual, and including, without limitation, play-by-play data) of the Event or related events (collectively, the "Descriptive Data") for any commercial or non-personal, purpose; (2) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events (the "Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events (the "Livestreams"). Notwithstanding the foregoing, Holder agrees that by causing this ticket to be scanned upon entry to the Stadium, Holder shall be deemed to have signed this ticket and granted the NFL an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works, the Livestreams, and, to the extent permitted by law, the Descriptive Data. Holder also grants irrevocable permission to the NFL, the Baltimore Ravens and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute, edit, modify and/or alter Holder's image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication or reproduction of the Event for any purpose without further authorization or compensation, and waives all claims and potential claims relating to such use unless prohibited by law.

HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS incident to the Event and related events, including the risk of personal injury (including death), the risk of exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, sickness, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused, and hereby waives all claims and potential claims relating to such risks, hazards and dangers. Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. Further, this ticket may not be used for, or in connection with, any form of commercial or trade purposes including, but not limited to, any advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Baltimore Ravens and/or the

NFL. Use of this ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/of forfeiture of this license without refund.	or