

## **UTV World Championship Editorial / Team License Agreement**

Welcome media professionals! We appreciate you coming to the UTV World Championship to cover this historic event. This letter confirms the agreement of the UTV World Championship ("licensor") and you, the recipient /signatory to this document ("licensee") concerning permission to write copy (stories), shoot photography, ("event photos") and capture/record video footage ("event footage") of and at – "The 2020 UTV World Championship presented by Polaris RZR" festivities (held Wednesday, October 7th – Sunday, October 11th in Lake Havasu City, Arizona), hereafter referred to as (the "Event").

A good rule of thumb for understanding our media policy is to think of the UTV World Championship like a NASCAR race or NFL game. We're thrilled to have you all cover the event - but we need you to follow a few guidelines. If you have a customer or client that wants a photo or video footage to promote a product or service - then you will need a commercial license. That is *different* from this Editorial / Team License. Please contact us about commercial licensing PRIOR to the event. We are FAIR about this process and can help you negotiate a good rate with your clients.

**LICENSE FEES AND LICENSE RIGHTS**. The UTV World Championship hereby grants to licensee a non-exclusive, non-assignable license to write copy (stories), shoot photography, and capture video and/or film footage of the event for EDITORIAL and TEAM use. This content must be posted AD FREE, without any monetization. **YOU MAN NOT MONETIZE VIDEO CONTENT ON YOUTUBE SHOT AT UTVWC.** This license is GRATIS, (free).

**EDITORIAL:** Photography and video footage / clips used for online media, or print publications with copy (stories), that describe, recount, showcase or describe The 2020 UTV World Championship presented by Polaris RZR event. While the host website or print publication may contain advertisements, the UTV World Championship content may NOT advertise a specific product or service. <u>Video content may NOT be monetized in any manner, including but not limited to pre-roll, inline commercials, bumpers, pop ups, or banners within the video stream.</u> Contact us if you need a commercial license.

**TEAM:** Copy (stories), photography and/or video footage / clips used for online (team website, blog, Facebook, YouTube Instagram, Twitter, and/or Vimeo Page) that describe or showcase the TEAM'S attendance, competition in, and/or results of, The UTV World Championship event. The UTV World Championship Team content may NOT advertise a specific product or service. Video content may NOT be cross-posted OR monetized in any manner, including but not limited to pre-roll, inline commercials, bumpers, pop ups, or banners within the video stream.

Licensee agrees to use the Event copy, photos and footage only as permitted in the above described manner and will not use them in conjunction with the advertisement of a product or service - whether their own or a third party, without the express written permission from The UTV World Championship.

YouTube, Facebook, Instagram, and Twitter monetization is expressly forbidden by this license.

All UTV World Championship content must be ad free and free to view unless you obtain a written commercial license from us. Examples of usage NOT granted in this document - that require additional licensing/permission:

**COMMERCIAL USE:** Commercial use is defined as the use of UTV World Championship images, video or stories to sell or promote a service, company or brand, or to advertise a product. If you or your company are interested in a commercial license please contact Matt Martelli / matt@utvunderground.com Example: Photo taken from The UTV World Championship used to sell/advertise a suspension kit in an off-road magazine. NOTE: if you sell your footage



or photos to a 3rd party and it is used commercially without our permission both you and the company using the material are subject to retroactive commercial licensing fees. Save the headache. Call us.

**3RD PARTY LICENSING:** Copy (stories), Photography, and/or Video/Film Footage from the festivities and/or Event may not be sold or transferred to a 3rd party media licensing company such as Getty Images, iStockPhoto, Shutterstock, and/or any other "stock" reseller, without express written permission from The UTV World Championship.

**PRESENTATION OF CONTENT**. Licensee shall adhere to the following guidelines when presenting, distributing, and/or publicly displaying any Copy (stories), Photos, and/or Video/Film Footage or "Clips" of the Event:

Copy (stories) written about the 2020 UTV World Championship event shall use the official designation of: "The 2020 UTV World Championship presented by Polaris RZR" and include the official UTV World Championship website: www.utvworldchampionship.com and/or the official UTV World Championship Facebook page: www.facebook.com/utvworldchampionship. Where possible, please include the official UTV World Championship artwork, available at: www.utvworldchampionship.com/downloads \*Please do not use photos from previous years events when writing about the 2020 UTV World Championship. Photos from the 2020 UTV World Championship are available to ALL media upon request.

All photos (Photography) taken at The 2020 UTV World Championship, and published online or in print, must contain "2020 UTV World Championship" in the title of photo. Wherever possible, please also include "2020 UTV World Championship" in the meta tags. Additional photos from the 2020 UTV World Championship are available to ALL media upon request. All Video Clips produced from Footage captured at The 2020 UTV World Championship and published online or via DVD – (any digital video format), must include the official "UTV World Championship Logo", available at: www.utvworldchampionship.com/downloads. Ideally the logo should be displayed at the beginning of your video for five seconds. PLEASE do NOT alter the logo in any way – color, shape or size. If you need assistance placing the 2020 UTV World Championship logo into your project please contact us directly: nathan@madmedia.com

Please be sure to add the official name to your title and description.

EXAMPLE: "Dynamic Racing at The 2020 UTV World Championship presented by Polaris RZR"

Please also include the official UTV World Championship website: www.utvworldchampionship.com and/or the official UTV World Championship Facebook page: www.facebook.com/utvworldchampionship in the description of your video. For YouTube – please include the following TAGS: utv world championship, utvwc, utv racing, polaris rzr utvwc, polaris rzr utv world championship,

USE OF MEDIA BY THE UTV WORLD CHAMPIONSHIP. Upon request, the Licensee shall furnish The UTV World Championship with the highest resolution copies of the Copy (stories), Photography (photos), and Video/Film Footage of the Event. The UTV World Championship shall pay all reasonable costs associated with receiving such assets, (shipping/handling). Licensee agrees to provide such assets in a timely manner. The UTV World Championship shall retain the right to use any/all Copy (stories), Photography (photos), and Video/Film Footage recorded/captured by the Licensee, at the Event for any purpose, including the inclusion in The 2020 UTV World Championship television program, digital download, YouTube page, Facebook page, Instagram page, Twitter feed, etc... Where possible, The UTV World Championship agrees to credit the Licensee by name, provided that such credit is reasonably and artistically feasible.



Licensee assumes all risks to their person and property in connection with their presence at the Event and recording of Event and assumes full responsibility for its use of the Event Copy, Event Photography, and Event Footage. This includes your personal automobile and the contents thereof. Licensee agrees to further indemnify and hold harmless The UTV World Championship, the Bureau of Land Management, and Mad Media LLC, (including their officers, directors, members, employees, assignees, and agents) against all claims, lawsuits, demands, damages, loss, liability, or expenses (including reasonable attorney's fees) arising out of Licensee's presence or activities at the Event or use of the Event Copy, Event Photography, and Event Footage. The terms in this agreement shall supersede any/all contracts or agreements previously agreed to, by the Licensee with the Bureau of Land Management, any 2020 UTV World Championship race team, or 2020 UTV World Championship sponsor, including their employees, or assignees.

**MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes any prior understandings, agreements or representations by or among them with respect to its subject matter. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

THANK YOU FOR SUPPORTING THE UTV WORLD CHAMPIONSHIP! Questions? Concerns? Contact us: josh@madmedia.com // 619-921-9196

\*\*I have read, and agree to the terms and conditions of The 2020 UTV World Championship presented by Polaris RZR Media License Agreement listed above.\*\*

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