

MEDIA REGULATIONS

Updated Date: 19th September 2023

These media regulations (“**Regulations**”) establish the terms by which a media outlet and its representatives may request, receive and use credentials to access the Event for news and editorial purposes. These Regulations form a binding contract between Ladies European Golf Venture, LTD d/b/a LET (“**TOUR**”), a Media Outlet and its Credential Holders (as defined below). In consideration of receiving credentials from TOUR (or its designee: Deporte and Business Sports Marketing, S.L.U., host for the 2023 Solheim Cup) under these Regulations, each Media Outlet and its Credential Holders accept and agree to these Regulations.

Article I. General Terms

1. Definitions

- a. **Approved Platform(s)** means, with respect to each Media Outlet: (a) the official publications, television channels, websites, software applications (i.e. apps) and social media accounts that are operated by the Media Outlet and branded with the brand of the Media Outlet; and (b) the personal social media accounts of the Media Outlet’s Credential Holders (e.g., a reporter’s personal Twitter account);
- b. **Credential Holder** means an individual on assignment from a Media Outlet.
- c. **Event** means the 2023 Solheim Cup, including the competition, practice rounds (including pro-ams), qualifiers, practice areas, hospitality areas and all surrounding events and areas at the tournament site(s) on all Event days (typically Monday - Sunday), and Media Days for the Event.
- d. **Media Outlet** means a publication or news agency that publishes recognised and accredited publications approved by Organization.

2. TOUR Holds Exclusive Media Rights. TOUR holds the exclusive right to provide media outlets and their representatives with access to Event. All media rights in and to Event, including rights to all forms of audio, video and photography, are held exclusively by TOUR.

3. Overview of Credentials. TOUR (or its designee) issues media credentials under these Regulations solely to approved Credential Holders representing an approved Media Outlet. A credential authorizes a Credential Holder, on a temporary and conditional basis, to access the Event on behalf of his/her Media Outlet and collect and distribute certain content for news and editorial purposes in accordance with these Regulations.

4. Credential Requests. Credential requests (including Media Days) must be submitted through TOUR’s credentialing system at <https://solheimcup2023.eu/accreditation/>. Credential requests must include the following information:

- a. **Media Outlet.** The name of the Media Outlet and the platforms being requested for approval (under the “Media Information” section of the request).
- b. **Credential Holder(s).** The individual name(s) of the Media Outlet’s desired Credential Holders, including the capacity in which the individual perform (the “**Media Role**”).
- c. **Media Manager.** The name of the Media Manager, who is authorized by the Media Outlet, to act as such Media Outlet’s representative and bind the Media Outlet to these Regulations.

5. Credential Approvals. TOUR (including its designee) in its sole discretion will approve or deny a credential request in whole or in part.

- a. **Provisional Approval.** If TOUR approves a credential request, such approval shall be provisional until both the Credential Holder and the Media Manager on behalf of the Media Outlet accept and agree to the approved terms of the credential and these Regulations.
- b. **Confirmed Approval.** Once the acknowledgements are received, the TOUR will record the approval in its credentialing system and issue a credential to the approved Credential Holder, setting forth the name of the Credential Holder, his/her Media Outlet and Media Role.

6. Areas of Access. The specific areas of the Event that each Credential Holder may access is determined by the TOUR (including its designee). Access to certain areas is limited (e.g., “inside the ropes” and locker room). A Credential Holder may access on-site areas only as permitted by TOUR for the Event.

- 7. News and Editorial Use Only.** A Media Outlet and its Credential Holders may use information and other content collected at the Event pursuant to these Regulations solely in the Media Outlet's news and editorial coverage of the Event. Such information and other content: (a) may not be used in any commercial manner (without limiting the sale of non-targeted, standard advertisements on an Approved Platform); (b) may not be used to imply an official, marketing, endorsement or sponsorship relationship with the Event, a Team or player, the TOUR or the Ladies Professional Golf Association (LPGA); and (c) may not be sold, distributed, syndicated or licensed to third parties (except pursuant to Section IV.2 below).
- 8. Integrity and Gambling.** To protect the integrity of TOUR and the Event, a Media Outlet and/or Credential Holder shall not capture, collect, distribute or provide to any third party any results, data, content or information at or from the Event, or use, distribute or provide to any third party any data provided by TOUR, for purposes of or in connection with any gambling, gaming, daily fantasy or similar activity ("**Gambling**") unless permitted pursuant to a separate agreement with TOUR. Further, a Media Outlet and/or Credential Holder shall not provide Inside Information (as defined below) to any third party that he or she knew would be used, or should have known would be used, for Gambling on the Event. Within these Regulations, "**Inside Information**" means information relating to the Event (e.g., the health of a player, the conditions of a course, etc.) that is not publicly available and that a Credential Holder knows due to his or her access to the Event. However, this Section 8 does not prohibit a Media Outlet and/or Credential Holder from publicly disclosing information and other content collected by the Credential Holder at the Event in the course of the Media Outlet's news and editorial coverage of the relevant Event from a Gambling perspective (e.g., publicly analyzing a player's current form in publicly recommending Gambling picks for the Event). In addition, a Credential Holder should not ask players or caddies questions that would reasonably be expected to lead to a player violating or discussing information that would be a violation of the TOUR Integrity Program Manual, which prohibits players from betting on a professional golf event or providing Gambling tips or analyses for a professional golf event, among other things.
- 9. Revocation of Credentials.** TOUR (including its designee) reserves the right in its sole discretion to revoke credentials issued under these Regulations, and/or the approved terms of a specific credential, in whole or in part at any time for any reason.

Article II. Content And Platforms

- 1. Approved Platforms.** A Credential Holder may collect information and content at the Event and report such information via Approved Platforms as part of his/her Media Outlet's news and editorial coverage of the Event, subject to the terms and conditions of these Regulations. The Credential Holder may only report such information on his or her personal accounts, solely in the course of representing his/her Media Outlet to complement the Media Outlet's news and editorial coverage of the Event. TOUR may revoke the rights set forth in these Regulations with respect to one or more Approved Platforms of a Media Outlet in whole or in part at any time in its sole discretion.
- 2. Information and Data**
- a. **Information.** A Credential Holder may collect information at the Event and report such information via Approved Platforms as part of his/her Media Outlet's news and editorial coverage of the Event, subject to the terms and conditions of these Regulations.
- b. **Scoring Data.**
- i. **General.** Any and all feeds of scoring data, statistical information and other data provided by TOUR (or its representative) to a Media Outlet and/or its Credential Holders at the Event are provided solely to enhance the Media Outlet's news and editorial coverage of the Event under these Regulations. The Media Outlet and the Credential Holder may not archive, compile or aggregate the scoring data from the Event. Such data feeds may not be distributed by a Media Outlet and/or Credential Holder in whole or in part unless a separate data license agreement is entered into with TOUR.
- ii. **Distribution.** Standalone scores and leader boards may be published pursuant to these Regulations, after an embargo of 30 minutes from publication on the 'live scoring' section of The Solheim Cup official website, but this must not be represented as 'live scoring'. These rights are owned wholly by TOUR. The Media Outlet and/or the Credential Holder may not digitally reconstruct any play to create 'live scoring' on their own behalf or by distribution, sale or license of data to any third party. Scores, leader boards and/or statistics relating to the Event must not be provided to mobile telephone operators or any other party involved in mobile telephony services unless agreed in writing in advance by TOUR.

3. Video.

- a. **Competition Rounds.** A Credential Holder is expressly prohibited from capturing video of the competition rounds. A Credential Holder, if and only if representing a Media Outlet that owns and operates a linear, 24x7x365 channel distributed via free-to-air, cable, satellite, IPTV and/or OTT platforms that is an Approved Platform, may use highlights from competition rounds provided by the TOUR's broadcast production partner U.COM. Such video: (i) may solely be used in a regularly scheduled news program on such linear channel (and simulcast via the Media Outlet's digital platforms that are Approved Platforms where such linear channel is simulcast on a 24x7x365 basis); (ii) may not be in excess of two (2) minutes in the aggregate per day of the Event; and (iii) may not be distributed in any geographic market until the TOUR's broadcaster(s) of the Event in such geographic market has concluded its telecast of that day's live or initial air coverage.

To obtain access to the competition highlights and daily news service, approved Media Outlets must register after September 1, 2023 at the following link: <https://let.ucom.de/login>. In case of any queries, please contact Galin Getsov on gg@ucom.de Mobile: [+49-179-128 63 77](tel:+491791286377).

- b. **Commentary / Interviews / Press Conferences.** A Credential Holder may capture video of (i) commentary by the Credential Holder in the Media Center (e.g., "stand-up" Event updates), (ii) one-on-one interviews by the Credential Holder in the Media Center and any "flash" interview areas designated by TOUR staff (or its designee), and (iii) interviews organized by TOUR staff in the Media Center and/or in "flash" interview areas (e.g., "press conferences"). A Credential Holder and/or his/her Media Outlet may distribute such video on a live and/or delayed basis via the Approved Platforms. A Credential Holder may not capture video of practice or competition rounds, including any activity on the golf course or in the practice areas, unless permitted under the immediately following paragraph.
- c. **Practice Areas / Practice Rounds.** A Credential Holder, if and only if representing a Media Outlet that owns and operates a linear, 24x7x365 channel distributed via free-to-air, cable, satellite, IPTV and/or OTT platforms that is an Approved Platform, may capture video of interviews from the practice areas and highlights of practice rounds only. Such video: (i) may solely be captured for and used in a regularly scheduled news program on such linear channel (and simulcast via the Media Outlet's digital platforms that are Approved Platforms where such linear channel is simulcast on a 24x7x365 basis); and (ii) may not be in excess of two (2) minutes in the aggregate per day of the Event.
4. **Audio.** A Credential Holder may capture audio of (a) commentary by the Credential Holder in the Media Center (e.g., "stand-up" Event updates), (b) one-on-one interviews by the Credential Holder in the Media Center and any "flash" interview areas designated by TOUR staff (or its designee) and (c) interviews organized by TOUR staff in the Media Center and/or in "flash" interview areas (e.g., "press conferences"). The Credential Holder and/or his/her Media Outlet may distribute no more than three (3) minutes per hour on a [live] and/or delayed basis via Approved Platforms. A Credential Holder may not capture "play-by-play" or similar audio descriptions of practice or competition rounds, including any activity on the golf course or in the practice areas.
5. **Photography.** If a Credential Holder's Media Role is Photographer, he/she may capture photographs on all Event days throughout the Event site, including of competition. A Credential Holder and/or his/her Media Outlet may distribute photographs captured at the Event solely via Approved Platforms. Such photographs may not be used with real-time or near real-time information or sequenced to create a "shot by shot" or "hole by hole" account of the day's play, nor may photos be sequenced in such a way as to approximate video.
6. **Drone Use.** Drones (or unmanned aircraft systems) may not be used by credentialed media at the Event at any time during Event week, including on practice round days.
7. **Intentionally Deleted**
8. **Intentionally Deleted.**
9. **Intentionally Deleted.**
10. **No Real-Time Coverage.** A Media Outlet and/or Credential Holder's coverage of the Event from on site on any platform may not purport to be, approximate or serve as a substitute for play-by-play, hole-by-hole or real-time coverage of the Event via TOUR's official or licensed platforms, as determined by TOUR.

11. Promotion of Coverage. A Media Outlet and/or Credential Holder may not advertise, market, promote or imply the offering of “live” coverage of Event action (practice or competition).

12. Ownership.

- a. **Media Content.** All copyright (and other rights of a similar nature) in any: (i) written work(s) or material(s) (including written copy) created in connection with the Event; (ii) still photographs captured pursuant to Article II Section 5; (iii) video captured pursuant to Article II Section 3 (b) and (c); and (iii) audio captured pursuant to Article II Section 4; by or on behalf of the Media Outlet and/or Credential Holder (collectively “**Media Content**”) is retained by the Media Outlet and/or the Credential Holder (as relevant) but is subject to the restrictions on use and further terms set out in these Regulations which the Media Outlet and Credential Holder expressly acknowledge and agree is a condition of the accreditation that has been granted by TOUR or its designee and the access to the Event and venue as a result of such accreditation.
- b. **Tour Content.** TOUR is the sole owner of all rights, including all copyrights, in and to all other audio, data, photographs and video captured at the Event (of golf action or otherwise), including without limitation the data and video provided by TOUR pursuant to Article II Section 2 (b) and Section 3 (a) (collectively the “**TOUR Content**”), provided that each Media Outlet and Credential Holder is hereby authorized to use such audio, photographs, data and video as expressly permitted under these Regulations. For clarity the TOUR Content does not include the Media Content.
- c. **License.** The Media Outlet and Credential Holder (as relevant) hereby grants TOUR and the LPGA (and each member of its group of companies) a non- exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use the Content (or any part of it) on the official digital platforms for or related to the Solheim Cup (or any edition of it) including without limitation, the websites, mobile and tablet applications, and social media platforms as may be used from time to time. For the purposes of the TOUR’s ability to use the licence granted in the previous sentence, the Media Outlet and Credential Holder (as relevant) shall promptly upon request (and in any event within 24 hours, or such other period as TOUR may agree or direct) provide access to, or copies of, the Content in a file format or other medium reasonably requested by TOUR. For the purposes of this Section, the Media Outlet and Credential Holder (as relevant) expressly includes their permitted successors and assigns; and specifically (without prejudice to the foregoing) the permitted successors and assigns of the copyright (and/or any other rights of a similar nature in) the Content from time to time.
- d. **Works.** TOUR and the Media Outlet and/or Credential Holder (as relevant) acknowledge that any rights, including copyrights, that the parties might have in original design, artwork, or compilation or derivative works (“**Works**”) created by them individually, do not extend to any portion or aspect of the intellectual property of the other party, or any derivatives thereof.

13. Credits. Uses of photos and video pursuant to these Regulations, where reasonably practicable and customary, shall be made with a courtesy credit to TOUR.

14. Takedowns. TOUR may issue and/or request takedowns of content captured at the Event as applicable in the event of any violation of these Regulations. Each Media Outlet and Credential Holder agrees to promptly comply with any such request.

15. Other Content and Platforms. Content and platforms not specifically addressed in these Regulations, including virtual and augmented reality, may not be captured at the Event or used by a Media Outlet and/or Credential Holder unless set forth in a separate written agreement with TOUR.

Article III. On-Site Conduct Guidelines

1. General Conduct Guidelines. For all Credential Holders:

- a. A Credential Holder must present his/her credentials upon entry to the Event, at all relevant access points within the Event and at the request of TOUR or Event staff.
- b. A Credential Holder must follow the directions and instructions of TOUR and Event staff while present at the Event.
- c. All media recording devices and other equipment must be noise free at all times.
- d. The use of carts by a Credential Holder is prohibited.

2. Positioning Guidelines. For all Credential Holders:

- a. Only a Credential Holder with an inside the ropes credential for the specific day is permitted inside the ropes at any time.
- b. A Credential Holder with an inside the ropes credential: (i) must remain within an arm's length from the ropes, so as to blend into the gallery and appear to be part of the gallery at all times; and (ii) is not permitted on the teeing ground unless express written permission has been granted by TOUR.
- c. A Credential Holder may not position himself/herself in the line of play. If requested to move by a player, caddie, TOUR, LPGA or Event staff, a Credential Holder must do so without delay or discussion. A Credential Holder should position him/herself outside of the reasonable line of sight of TOUR broadcasters.

3. Interview Guidelines. For all Credential Holders:

- a. Use of interviews must be limited to the person being interviewed.
- b. A Credential Holder must clearly request, and the player must clearly grant permission, for audio and/or video of an interview to be recorded. The Credential Holder is responsible for providing evidence of such permission at the request of TOUR and/or the interviewee.
- c. Players are not to be distracted or interrupted for interviews (or any other purpose) during practice or play on any day of the Event.
- d. Interviews are permitted in the practice areas only if the interview is conducted by prior arrangement with the player, outside the hitting area and not where it could be distracting to other players.
- e. On competition days, interviews may be conducted only after the conclusion of the player's round (i.e., after the player has signed her scorecard), unless a prior arrangement is made with the TOUR and the player for a pre-round interview. A Credential Holder is not allowed in the scoring area. TOUR staff will seek to make requested and leading players available each day in a designated interview area (near the practice range).

4. Photography Guidelines. For all Credential Holders with a Photographer Media Role:

- a. Silent photography equipment must be used when taking a picture during a player's swing at any time.
- b. Players may not be asked to pose during practice sessions (i) before a practice or competition round except by prior arrangement with the player or (ii) during a practice or competition round under any circumstances.

5. Locker/ Team Room Guidelines. Credential Holders are not given access to the locker rooms nor the Team Rooms. Conducting interviews and/or recording in the locker room and Team Rooms is expressly prohibited.

Article IV. Miscellaneous Terms

- 1. Use of Event Trademarks.** Each Media Outlet is authorized to use the names, logos and other trademarks of Event, the TOUR and LPGA solely in its news and editorial coverage of the Event pursuant to these Regulations. The use of such trademarks must be in accordance with brand guidelines for the applicable trademark. Such trademarks: (a) may not be used in any commercial manner; and (b) may not be used to imply an official, marketing, endorsement or sponsorship relationship with the Event, TOUR, or LPGA.
- 2. Commercial Uses.** If a Media Outlet and/or Credential Holder desires to use information or other content collected by them under these Regulations, any archival footage or content of previous Solheim Cup Events, the TOUR, LPGA or any of the trademarks, for any commercial or promotional purpose, please contact TOUR. Any such usage, if permitted, must be set forth in a separate license agreement. These Regulations do not apply to, and credentials will not be issued under these Regulations to, equipment manufacturers, sponsors and other commercial entities.
- 3. Wire Services.** A Media Outlet recognized by TOUR as an established wire and news distribution service (e.g., AP) may distribute the information and other content collected by its Credential Holders under these Regulations to third party media organizations in the ordinary course of its business. Such third-party media organizations may use such information and other content solely for their news and editorial coverage on the

same terms and conditions applicable to Media Outlets under these Regulations. Each wire and news distribution service will be responsible for the compliance of its third-party media organizations with the terms and conditions of these Regulations. No Media Outlet or Credential Holder may otherwise transfer, sell or license the information or other content collected by it/him/her.

- 4. Assumption of Risk and Release of Liability.** As a condition to receiving credentials under these Regulations, each Media Outlet and Credential Holder acknowledges and assumes all risks and dangers incidental to the game of golf and attending the Event, known and unknown, and hereby releases TOUR, LPGA, the Event promoter, Karsten Manufacturing Company, host organization, the host site, and their respective affiliates, officers, directors, managers, members, employees and agents and all sponsors, all players, volunteers from any and all liabilities, damages and losses, including property damage, personal injury and death, resulting from its/his/her attendance of the Event to the fullest extent permitted under applicable law.
- 5. Indemnification.** Each Media Outlet and Credential Holder shall indemnify, defend and hold harmless TOUR, LPGA, the Event promoter, Karsten Manufacturing Company, host organization, the host site, and their respective affiliates, officers, directors, managers, members, employees and agents and all sponsors, all players, volunteers from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees) suffered or incurred by any of them as a result of any breach of these Regulations, negligence or willful misconduct by or of, for purposes of the Media Outlet's obligation, the Media Outlet or any of its Credential Holders, or, for purposes of a Credential Holder's obligation, such Credential Holder.
- 6. Use of Likeness.** Each Credential Holder grants permission to TOUR and its affiliates, licensees, distributors and media partners to utilize his/her image and likeness as appearing incidentally in any content live or recorded television or other transmission or reproduction in whole or in part of the Event.
- 7. Modification and Enforcement.** TOUR may interpret and enforce these Regulations at any time in its sole discretion. TOUR may modify, update, replace these Regulations at any time, which shall be effective immediately upon posting on <https://solheimcup2023.eu/accreditation-media/> . The English version of the Regulations shall govern.
- 8. Reservation of Rights.** TOUR reserves all rights not expressly granted to a Media Outlet and/or Credential Holder under these Regulations. These Regulations are not intended to and do not serve as a waiver of any intellectual property or other rights of TOUR or LPGA.
- 9. No Transferability.** These Regulations, and each credential issued hereunder, may not be transferred, conveyed or assigned by a Media Outlet or Credential Holder.
- 10. Entire Agreement.** These Regulations constitute the entire agreement among TOUR, the event promoter, a Media Outlet and its Credential Holders with respect to the matters covered in these Regulations and shall supersede all prior written, oral, or implied understandings among them with respect to such matters. Any other terms or conditions proposed by a Media Outlet or Credential Holder are hereby rejected.
- 11. Choice of Law.** In case of any dispute regarding these Regulations, English law will apply, without regard to choice of law principles.
- 12. Acceptance of Regulations.** By using a credential, each Credential Holder and his/her Media Outlet accepts and agrees to the terms of the credential and these Regulations (in the event the Credential Holder and/or Media Outlet has not already accepted and agreed) and the Event promoter's privacy policies available at <https://solheimcup2023.eu/privacy-policy/> and <https://solheimcup2023.eu/cookie-policy/> .
- 13. Questions.** Please contact Borja M. Labandeira borja@deporteandbusiness.com with any questions regarding these Regulations.