## **IMCA SUPER NATIONALS/BOONE SPEEDWAY MEDIA APPLICATION**

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## ALL MEDIA PERSONNEL MUST FILL OUT APPLICATION/APPLIES FOR ALL EVENTS

## LICENSE/CREDENTIAL HOLDER INFORMATION TYPE OF MEDIA Entity/Company: ■ Racing Trade Publication ■ Television Name:\_ ■ Blog/Website ■ Newspaper Other (Describe) State: Zip: City: \_\_\_ \_\_\_\_\_Cell: \_\_\_\_ Description Of Rights Granted To License/Credential \_\_\_\_\_\_Fax: \_\_\_\_\_\_ Holder (If Blank, No Rights Are Granted) Email: SSN#/Fed Id #:

## TERMS & CONDITIONS FOR ISSUANCE OF MEDIA LICENSE/ CREDENTIALS FOR BOONE SPEEDWAY

**IMCA & Boone Speedway Retain All Rights:** IMCA & Boone Speedway retain all media rights (Including but not limited to, rights in broadcast, cable, audio, home video, social media, blogging, podcasting, other Internet, or such recordings, tangible expressions, accounts or descriptions, not known or hereafter devised) to all IMCA & Boone Speedway events.

**Limited Rights Granted:** This media license/credential confers upon the above named holder(s) a limited, nonexclusive and non-transferrable right that allows the holder, or the entity that engaged the holder, to use such photographs, audio, video, or other depiction, expressions, or account of events, for news coverage or online content of & about IMCA & Boone Speedway. The license/credential holder and the entity that engaged the license/credential holder, is granted the limited right to record, create and distribute media content as defined in the "Description of Rights Granted to License holder" above. Other recording, creation & distribution is prohibited.

**Prohibited Use:** Blogging of IMCA & Boone Speedway is prohibited. The use of any account, description, picture, photograph, video, audio, reproduction, or other information concerning IMCA & Boone Speedway other than for news coverage of the events is prohibited, except with the written consent of IMCA & Boone Speedway.

**Blogging Policy:** The license/credential holder may be granted the privilege to blog about IMCA & Boone Speedway. Said credential holder may blog during the event(s), if such blog does not produce in any form a "real time" description of the event, as determined by IMCA & Boone Speedway in its sole discretion. The credential holder agrees that the decision of whether a blog is posting a real-time description shall be in the track's sole discretion.

**Secondary Use Prohibited:** Any secondary use of any picture/audio description, videotape/film taken or made by the license/credential holder or entity that engaged the holder (including, but not limited to, non-editorial, advertising, sales, promotion or merchandising) is prohibited without written consent from IMCA & Boone Speedway.

**Real-Time Transmission Prohibited:** Real-time transmission of video, digital images, real-time audio, including pre-race events, events on the speedway, or any other events on the IMCA & Boone Speedway grounds, is the exclusive right and property of IMCA & Boone Speedway and is otherwise prohibited. "Real-Time" is defined as a continuous account or live, extended live/real-time record, or detailed description, depiction, or expressions of an event.

**Copyrights, Proprietary Interests:** Copyrights, proprietary interests, and other incidents of ownership in and to the highlights remain the property of IMCA & Boone Speedway.

**Logos and Trademarks:** No logo, trademark, advertisement, or other graphic shall be superimposed, "burned in" or otherwise incorporated in any highlights or photos without prior written permission from IMCA & Boone Speedway.

**Media Sources:** IMCA & Boone Speedway will allow a combined 2 Media Pass Credentials per PRE- APPROVED Media source. (Example: 1 photo & 1 writer, or 2 photos or 2 writers) Requests for Media Pass Credentials must come directly from the approved media source. Media source is to select individuals to get media passes. Additional media personnel are welcome, but required to purchase a pit pass.

Rights of Photos: Copies of all photos must be given to IMCA & Boone Speedway at the

completion of each event unless other arrangements have been made or photographer will not be allowed to shoot another event at the facility until this requirement has been satisfied.

**Use of Video Footage for Online Entities:** Under no circumstances may any highlights be broadcast or otherwise distributed on the Internet or via any other online service or computer service without the prior consent of IMCA & Boone Speedway.

**Credential Holder Likeness:** If the name or likeness of any credential holder using this credential is in any broadcast, telecast, photograph, film, video or other media about the track race events and other events, such credential holder grants IMCA & Boone Speedway a nonexclusive, transferrable perpetual right and license to use such name and likeness in any media worldwide, whether now known or hereafter devised.

**Credentialing Criteria:** All decisions regarding the merit of license/credential requests lie exclusively with IMCA & Boone Speedway and its officials.

**Termination of Rights:** The rights & privileges licensed to the holder shall automatically terminate if any term of this media license is breached.

**Display of Credential:** The credential holder shall display the credential at all times and consents to the reasonable inspection of his or her person and property during an event. The credential holder shall adhere to all event policies, as well as access limits, and direction from IMCA & Boone Speedway and its officials.

**Subjects to Revision:** IMCA & Boone Speedway hereby reserves the right at any time, and for any reason, to modify the terms hereof, grant exception(s) to, waive any term hereof, withdraw permission or amend this license, with notice.

**License Not Transferrable:** Neither this license nor the rights granted herein may be assigned or otherwise transferred in any manner without the prior written consent of IMCA & Boone Speedway.

**Jurisdiction:** The license and the terms thereof shall be governed by and subject to the laws of lowa.

I HAVE READ & UNDERSTAND THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT.
THIS MEDIA LICENSE/CREDENTIAL IS HEREBY GRANTED TO THE PERSON IDENTIFIED HEREIN.
Name of License/Credential Holder:
Date:
GRANTED BY: IMCA & Boone Speedway
BY:
DATE: