

# PROFESSIONAL BULL RIDERS AUSTRALIA PTY LTD MEDIA CREDENTIAL AND PHOTOGRAPHER FORM

EMAIL REQUESTS TO [PBRA@PBR.COM](mailto:PBRA@PBR.COM)

|                           |  |               |                      |                  |  |
|---------------------------|--|---------------|----------------------|------------------|--|
| <b>Name:</b>              |  |               |                      |                  |  |
| <b>Title:</b>             |  |               |                      |                  |  |
| <b>Media Affiliation:</b> |  |               |                      |                  |  |
| <b>Address:</b>           |  |               |                      |                  |  |
| <b>City:</b>              |  | <b>State:</b> |                      | <b>Postcode:</b> |  |
| <b>Phone:</b>             |  |               | <b>Mobile Phone:</b> |                  |  |
| <b>E-Mail:</b>            |  |               | <b>Fax Number:</b>   |                  |  |

| Names and Titles for credentials. Include production crew if possible. |       |
|--|-------|
| Name   | Title |
|  |       |
|  |       |
|  |       |
|  |       |

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|--|--|--|
| <b>Event Requested:</b>                                      |  |  |
| <b>Specific Needs &amp; Requests:</b>                        |  |  |
| <b>When will coverage / interview be aired or published?</b> |  |  |

The undersigned acknowledges and agrees that any photographs, video or other forms of media captured at the event for which credentials are being issued are to be used for news and editorial purposes only. Freelance journalists and photographers must provide proof of assignment along with this form to be considered for accreditation, and they may only use images for such assignment. Any sale of, or attempt to sell, commercially or otherwise, photographs, video or other forms of media captured at a Professional Bull Riders sanctioned event is expressly prohibited without the prior written consent of the Professional Bull Riders. By signing below, the undersigned also acknowledges and agrees to the Terms and Conditions for Media Credentials set forth below.

|                   |              |
|-------------------|--------------|
| <b>Signature:</b> | <b>Date:</b> |
|-------------------|--------------|

**PROFESSIONAL BULL RIDERS AUSTRALIA PTY LTD**  
**TERMS AND CONDITIONS**  
**PHOTOGRAPHERS AND MEDIA CREDENTIALS**

Each holder ("Holder") of a media credential ("Credential") issued by Professional Bull Riders Australia Pty Ltd ("PBR") agrees to the following terms and conditions:

1. **Holder, for and on behalf of him/herself, his/her spouse, heirs, personal administrators, successors, assigns, and all others claiming by, through or under him/her, hereby unconditionally waives and releases, to the maximum extent possible at law, forever any and all claims, demands or causes of action Holder may have against PBR, its related body corporate (including Professional Bull Riders, Inc.), affiliates, shareholders, directors, officers, employees, representatives, contractors and agents, arising from or relating in any way to Holder's attendance at and/or media coverage of the PBR event described on the front side of this form (the "Event"), including but not limited to claims for property damage, bodily injury or death. Holder hereby further discharges, holds harmless and unconditionally indemnifies PBR, its related body corporate (including Professional Bull Riders, Inc.), affiliates, shareholders, directors, officers, employees, representatives, contractors and agents from and against any and all liabilities, claims, demands, actions, causes of action, suits, losses, costs or expenses of any kind or nature whatsoever, which arise out of or result from Holder's attendance at and media coverage of the Event. Holder, for and on behalf of himself, his/her spouse, heirs, personal administrators, successors, assigns, and all others claiming by, through or under him/her, covenants not sue or otherwise commence any action, suit or proceeding against PBR, related body corporate (including Professional Bull Riders, Inc.), its shareholders, directors, officers, employees, representatives, contractors and agents, for any liabilities, claims, demands, actions, causes of action, suits, losses, costs or expenses of any kind or nature which are waived, released and/or discharged hereunder.**

2. For real and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and FOR NO ADDITIONAL COMPENSATION, HOLDER HEREBY GRANTS TO PBR, its related body corporate (including Professional Bull Riders, Inc.) duly authorized agents, licensees and assigns, the RIGHT TO PUBLICLY AND COMMERCIALY USE, display, publish, distribute, perform, transfer, license, reproduce, copy, alter, make derivatives of, translate, transmit and otherwise commercially exploit IN PERPETUITY Holder's name, image, signature, likeness, voice, photograph, persona, trade dress and other publicity rights, including pictures, photographs, films, images and sounds of Holder, that may be captured, recorded or memorialized at or in, or related to, the Event including before or after the Event, or in any related activities of PBR, its affiliates, sponsors, licensees or sublicensees, that are put on near the Event, such as pre- or after-parties, receptions, VIP matters, meetings and the like, in any way, medium or material, whether now known or hereafter created (including, but not limited to, print, television, radio, film and video, any other audio and/or visual productions or works, and transmissions over the Internet).

**JOINT OWNERSHIP:** Holder and PBR shall be the joint owners of all copyrights in and to any works created or collected by Holder at the Event. Holder acknowledges that PBR exclusively owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, record video, audio, film pictures, and footage and to print, publish, distribute, collect, capture or record, by any means, process, medium or device, whether or not currently in existence, all images, sounds, activities, information and data arising from, during, or related to, the Event ("Media"). Holder hereby expressly and irrevocably assigns to PBR a perpetual one-half interest in any Media created or collected by Holders for royalty-free use by PBR in any form and for any purpose. All use of any Media by Holder shall be strictly limited to news coverage of the Event and/or other strictly editorial purposes. Neither Holder nor PBR shall be required to account to the other party for any profits resulting from the Media. Holder agrees to execute and cause the execution of any and all further documents reasonably deemed necessary by PBR to evidence, maintain, protect and enjoy the rights assigned to PBR in this agreement. In the event that PBR, in its sole and unfettered discretion, objects to any particular use of the Media by Holder, Holder agrees to immediately discontinue use of the Media as directed by PBR.

Holder hereby waives all moral rights in connection with Holder's appearance or captured image, voice and so forth and hereby waives any right of inspection or approval of such appearance or the uses to which such appearance are put. Holder further waives all moral rights in connection with Media created or collected by Holder used by PBR or with the permission of PBR, including any rights of attribution. Holder further waives all right to injunctive or equitable relief.

The provisions of this paragraph, together with Holder's commitments and obligations under it, are binding on Holder and Holder's spouse, children, heirs, next of kin, legal representatives, successors and assigns, and will survive termination or expiration of this Credential.

3. ALL NON-NEWS REPORTING OR EDITORIAL USE, including but not limited to advertorial and commercial use, of any pictures, footage and recordings MUST BE APPROVED BY PBR PRIOR TO USE, display, publication or release. Notwithstanding the foregoing, Holder may display such photographs, film or videotape solely in conjunction with non-commercial news reporting pursuant to the fair dealing provisions of the Copyright Act 1968 (Commonwealth).

FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, HOLDER SHALL NOT DISTRIBUTE AND/OR SELL photographs, film, video footage, and/or other recordings taken or captured by or for Holder TO THE GENERAL PUBLIC including RIDERS, STOCK CONTRACTORS, and/or family and relatives of the same, FOR ANY PURPOSE OR USE whether personal, commercial or otherwise WITHOUT THE EXPRESS WRITTEN CONSENT OF PBR. Notwithstanding the foregoing, Holder may distribute and/or sell photographs, film, video footage, and/or other recordings taken or captured by or for Holder at the Event for editorial purposes without prior approval from PBR, provided that the use is in the best interest of PBR and the sport of bull riding.

PBR respectfully requests that Holder inform PBR of all editorial uses of any pictures, footage and recordings for PBR's records.

4. Holder hereby expressly acknowledges and agrees that ALL RIGHTS GRANTED HEREIN SHALL BE APPLICABLE TO HOLDER'S MEDIA AFFILIATE, as detailed on the Media Credential Form hereto, ONLY. Holder shall be STRICTLY PROHIBITED from providing ANY photographs, film, videotape footage and other recordings taken or captured by or for Holder to any media affiliate, entity, organization and/or person other than those Media Affiliates so detailed on said Form except as allowed in Paragraph 3 above.

5. Holder acknowledges and agrees that Holder's Credential allows Holder access only to those areas at the Event venue and/or the official Event hotel that are designated by PBR as open to members of the media. Without limitation, Holder's Credential does not provide or allow access to Event contestant locker rooms, areas behind the bucking chutes, PBR sponsor hospitality rooms, or PBR-sponsored hospitality events for sponsors, contestants and other guests, unless Holder is escorted by an authorized PBR representative. At any time he/she is present at a PBR Event, Holder agrees to honor and comply with all lawful directions, instructions and requests made by PBR.

6. Holder's credential is the exclusive property of PBR. Holder's Credential must be worn and displayed in a visible location at all times while covering the Event. Holder will be charged, and agrees to pay on demand, One Hundred Fifty (\$150) for issuance of a replacement for a lost Credential. Failure to timely report a lost or stolen credential may result in suspension or revocation of credential rights. Any credential issued to Holder hereunder is personal to Holder, and Holder shall not sell, assign, lend, transfer or give it to any other person or entity. With an express reservation of PBR's other rights (including the right to seek damages and/or apply for injunctive relief), any attempt to sell, assign, transfer, lend, or permit any other person or entity to use it shall result in suspension or revocation of the credential and/or credential rights. In addition, Holder hereby agrees to INDEMNIFY AND DEFEND PBR and all related parties for any damages or injuries arising in connection with such unauthorized sale, assignment, transfer, lending or use.

7. The Holder will:

- (a) wear appropriate professional attire, as determined in the sole discretion of PBR, at all times while covering the Event;
- (b) comply with any terms of entry into the venue for the Event (the "Venue") as prescribed from time to time by PBR ; and
- (c) conduct himself/herself in a manner that will not cause offence to, or otherwise inhibit the enjoyment of other media, rights holders, participants at the Event or patrons at the Venue.

8. PBR reserves the right to immediately revoke Holder's Credential for the Event if Holder fails to comply with the terms and conditions set forth above.

**Holder:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name