

Deer Creek Speedway Media Application

LICENSE/CREDENTIAL HOLDER INFORMATION

ENTITY/COMPANY: _____

NAME: Last _____ First _____ MI _____

ADDRESS: _____

CITY: _____ State _____ Zip _____

PHONE: Cell _____ Bus _____ Fax _____

EMAIL: _____

I.D.: SSIC/FEIN _____

TYPE OF MEDIA

RADIO ☐ TV ☐ NEWSPAPER ☐ RACING TRADE PUB ☐ BLOG ☐

WEBSITE ☐ OTHER ☐ (Describe) _____

DESCRIPTION OF RIGHTS GRANTED TO LICENSE/CREDENTIAL HOLDER. (If blank, no rights are granted.)

TERMS AND CONDITIONS FOR ISSUANCE OF MEDIA LICENSE/CREDENTIAL FOR DEER CREEK SPEEDWAY

Deer Creek Speedway Retains All Rights: Deer Creek Speedway retains 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 Deer Creek Speedway events.

Limited Rights Granted: This media license/credential confers upon the above named holder(s) a limited, nonexclusive and non-transferable 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 and about Deer Creek 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 and distribution is prohibited.

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

Blogging Policy: The license/credential holder may be granted the privilege to blog about Deer Creek 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 Deer Creek 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 Deer Creek 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 Deer Creek grounds, is the exclusive right and property of Deer Creek 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 Deer Creek 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 Deer Creek Speedway.

MEDIA ENTITY ENGAGING LICENSE/CREDENTIAL HOLDER

ENTITY/COMPANY: _____

NAME: Last _____ First _____ MI _____

ADDRESS: _____

CITY: _____ State _____ Zip _____

PHONE: Cell _____ Bus _____ Fax _____

EMAIL: _____

I.D.: SSIC/FEIN _____



Media Sources: Deer Creek Speedway will allow a combined 2 Media Pass Credentials per PRE-APPROVED Media Source. (example: 1 photo and 1 writer, or 2 photo or 2 writer. Request for Media Pass Credentials must come directly from the approved media source. Media source is to select individuals to get media passes. Additional media personal are welcome, but required to purchase a pit pass.

Rights of Photos: Copies of all photos must be given to Deer Creek 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 request 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 Deer Creek 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 Deer Creek Speedway a nonexclusive, transferable, 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 Deer Creek Speedway and its officials.

Termination of Rights: The rights and privileges licensed to the holder shall automatically terminate in 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 Deer Creek Speedway and its officials.

Subjects to Revision: Deer Creek 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 Transferable: Neither this license nor the rights granted herein may be assigned or otherwise transferred in any manner without the prior written consent of Deer Creek Speedway.

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

I HAVE READ AND 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: DEER CREEK SPEEDWAY

By: _____

Date: _____

All Media Personal Must Fill Out Application/Applies For All Events