



2019 BANK OF AMERICA CHICAGO MARATHON MEDIA CREDENTIAL TERMS & CONDITIONS

1. BINDING AGREEMENT

These Terms and Conditions are issued by the Bank of America Chicago Marathon, and are applicable to Media Organizations (defined below), including any authorized designee working for or on behalf of such Media Organization ("Credential Bearer"), that has requested and been granted credentialed access to cover the Bank of America Chicago Marathon, including but not limited to race day (start and finish line photo corrals), professional athlete interviews and media press conferences for editorial purposes.

For purposes of these Terms and Conditions, eligible "Media Organizations" are defined as those entities, whose primary business function entails newsgathering and/or the distribution and dissemination of news, including newspapers, magazines, wire services, television, radio, and eligible websites¹ (individually a "Media Organization" and collectively "Media Organizations"). Membership in a writers' or broadcasters' association will not automatically qualify a media organization for credentialed media access.

Acceptance of credentialed access, including a media credential for the Bank of America Chicago Marathon ("Media Credential") constitutes a binding agreement by an approved Media Organization and Credential Bearer(s) to be bound by these Terms and Conditions. Furthermore, approved Media Organizations and authorized Credential Bearer(s), acknowledge and agree that failure to comply with these Terms and Conditions may result in revocation of Media Credentials and access granted by Bank of America Chicago Marathon and/or exclusion from future events.

2. PURPOSE

If granted by the Bank of America Chicago Marathon, Media Credentials permit the approved Credential Bearer, permission to access, capture and publish descriptions, accounts, photographic images and/or audiovideo recordings ("Event Content") solely for news and editorial coverage purposes in accordance with these Terms and Conditions. Any other use by a Media Organization or Credential Bearer of Event Content or Bank of America Chicago Marathon trademarks and logos, including non-editorial or commercial usage, is expressly

¹ An "Eligible Website" is a website that: (i) demonstrates a record of sustained news reporting; (ii) if requested, can furnish a certifiable traffic number of monthly visitors from an established auditing firm (Hit counters will not fulfill this requirement); and (iii) is not primarily a personal website, discussion board/chat room and/or a running club site.



prohibited, unless the Media Organization or Credential Bearer first obtains written permission from the Bank of America Chicago Marathon.

3. APPLICATION PROCESS

All applicants for Media Credentials must complete the online Media Credential application, including without limitation, the “Coverage Explanation” section, which details the Media Organization’s and/or Credential Bearer’s requested access and proposed editorial uses of the Event Content. Incomplete Media Credential applications will not be considered.

Bank of America Chicago Marathon Media Credential applications and any requested supplementary documentation must be submitted by established deadlines. The Bank of America Chicago Marathon has no obligation to consider Media Credential applications that are submitted after established deadlines. Any Media Credential application received or completed after any established deadlines shall be considered solely at the Bank of America Chicago Marathon’s discretion.

4. APPROVAL PROCESS/DISTRIBUTION OF MEDIA CREDENTIALS

Applicants acknowledge and agree that the Bank of America Chicago Marathon may determine, in its sole and absolute discretion, which Media Organizations and Credential Bearers will be accorded Media Credentials. Receipt of Media Credentials for prior events does not guarantee Media Credentials for future events. Applicants will receive notification of Media Credential approval solely via email.

Credentials will not be mailed and must be collected during the dates, times and at the location designated by the Bank of America Chicago Marathon. Individuals collecting Media Credentials will be required to show photo identification before Media Credentials will be released. The Bank of America Chicago Marathon reserves the right to confirm the identity of any individual collecting Media Credentials.

5. EXPLOITATION OF PHOTOGRAPHIC IMAGES AND AUDIO-VIDEO RECORDINGS

If a Media Credential application indicated the intention to capture photographic images and/or audiovideo recordings of the Bank of America Chicago Marathon (“Recordings” a sub-category of Event Content) in the “Coverage Explanation” section of such application, the use and exploitation of any resulting Recordings are restricted as follows:



- a. Media Organization may not use, exhibit, display, license or assign the Recordings for any purpose other than the purpose stated in the "Coverage Explanation" section of the Media Credential application completed by the Credential Bearer and further agrees to use the Recordings solely in compliance with this section 5.
- b. In the event the Bank of America Chicago Marathon provides a Media Organization or Credential Bearer with Recordings, the Media Organization shall ensure that such Recordings are accompanied by a visible credit attributing such Recordings to the Bank of America Chicago Marathon (e.g. "Courtesy of the Bank of America Chicago Marathon.")

Unless otherwise specified, Media Organizations and Credential Bearers acknowledge and agree that all rights in and to the Bank of America Chicago Marathon are owned by the event, and that any Media Organization's breach of any provision of this section 5 will cause the Bank of America Chicago Marathon irreparable harm, and thus the Bank of America Chicago Marathon may seek injunctive relief against such Media Organization or Credential Bearer and any third parties in connection with use of the Recordings in a manner that violates this Agreement.

6. CREDENTIAL USAGE (NON-TRANSFERABLE)

Media Credentials are non-transferable and may not be duplicated or reproduced in any manner and may not be given or loaned to any person not identified in a Media Organization's Media Credential application. Media Credentials must be worn at all times by the authorized Credential Bearer during the Bank of America Chicago Marathon, and Credential Bearer must carry government issued photo identification with them at all times. The Bank of America Chicago Marathon reserves the right to revoke Media Credentials at any time.

7. CREDENTIAL AREA ACCESS

Authorized Credential Bearers acting in accordance with these Terms and Conditions and any other instructions issued by the Bank of America Chicago Marathon will be accorded access to media designated areas.

8. GENERAL COVERAGE POLICIES

Each Credential Bearer must observe the following rules:

- Adhere to the assignments disclosed in the Coverage Explanation, these Terms and Conditions, in addition to the terms and conditions enumerated on the Media Credential itself.



- Obey all the instructions distributed during Media Credential check-in, including wearing any assigned vest. It is the responsibility of each Credential Bearer to comply with such instructions.
- Refrain from standing on the course while runners are competing or acting in a manner that would impede or endanger participants in any way.
- Refrain from climbing fences, traffic or streetlight poles, trees, or other structures.
- Respect and adhere to all laws and regulations, and any directions or restrictions from Bank of America Chicago Marathon event staff, medical staff, emergency personnel and security personnel.
- Refrain from applauding, whistling or cheering during news conferences.
- Refrain from making requests for athlete autographs or photographs with athletes or celebrities.

9. ASSUMPTION OF RISK

Credential Bearer (1) assumes all risk related to the newsgathering services performed by Credential Bearer at the Bank of America Chicago Marathon; (2) assumes all risk related to attending the Bank of America Chicago Marathon; (3) agrees that the Bank of America Chicago Marathon has no responsibility for any equipment used or brought to the event; and (4) agrees to waive any and all claims of bodily injury or damage to property that Credential Bearer may have against the Bank of America Chicago Marathon arising out of the issuance of a Media Credential or the Credential Bearer's presence at the event. Media Organization and Credential Bearer further agree to indemnify and hold harmless Bank of America Corporation, Bank of America, N.A. and their subsidiaries and affiliates; Chicago Event Management, Inc.; Abbott World Marathon Majors; Chicago Park District; City of Chicago; all governmental agencies representing the territory in which the Bank of America Chicago Marathon will be held and from which resources (such as, without limitation, fire, police and ambulance personnel) are provided; all sponsors, agents, vendors, medical personnel, contractors and volunteers of or for the Bank of America Chicago Marathon; USA Track and Field; emergency (for example, fire and police) and all medical service providers; and the licenses, officers, directors, employees, representatives, successors and assigns of each of the foregoing ("Bank of America Chicago Marathon Indemnitees"), from and against all liability, loss damage or expense resulting from or arising out of the issuance of a Media Credential or the Credential Bearer's presence at the Bank of America Chicago Marathon, except to the extent that such liability, loss, damage or expense arises out of the willful or intentional misconduct of such Bank of America Chicago Marathon Indemnitees.