

ARIZONA INTERSCHOLASTIC ASSOCIATION

 $\label{eq:media-Rights-Agreement} Media\ Rights\ Agreement$ This agreement must be completed, signed and filed by the applying outlet with the AIA Office by no later than 3 p.m. on the business day preceding the first date of the postseason event for which radio broadcast, telecast or webcast rights are being applied. Please type the agreement in the supplied fields or print legibly. Scan and e-mail ONLY THE FIRST PAGE of this agreement to spolansky@aiaonline.org

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AIA BROADCAST POLICY

A. DEFINITIONS

- 1. The Arizona Interscholastic Association is a voluntary association of public and private high schools which was established by and is responsible to its members and will be further known as the "AIA."
- 1. The terms "radio station(s)", "over-the-air television station(s)", "cable TV system(s)", "independent producer(s)" and "Internet providers" are applicable and appropriate any place in this policy where the term "outlet(s)" or "entity(ies)" are used unless one or more of the terms is specifically used.
- 2. The term "telecast(s)", "cablecast(s)" and "Internet broadcast(s)" or "webcast(s)" is applicable and appropriate any place in this policy where the term "broadcast(s)" is used unless they are specifically differentiated.
- 3. The NFHS Network is a joint venture among the National Federation of State High School Associations (NFHS), its member state associations and PlayOn! Sports, to be known further as the "Network." The Network Student Broadcast Program is the production of content by a member school utilizing the Network's digital platform.
- 4. A declined event is a postseason event with rights held by the Network that the Network will not produce content for. That event is then released to the AIA for possible distribution.

B. AIA POSTSEASON

- 1. Rights Held by AIA. An outlet wishing to broadcast an event in the AIA postseason must request and be granted rights by the AIA prior to originating or accepting feed of such a broadcast and make payment to the AIA Office of the appropriate rights fee (if applicable).
 - (a) The AIA postseason begins with sectional tournaments in sports identified by Divisions, and the first round listed on a "State Championship" bracket in sports identified by Conferences. Region tournaments and Conference play-in tournaments are considered an extension of the regular season.
 - (b) The AIA reserves the right to grant exclusive rights to broadcasts for AIA postseason events to Network providers.
- 2. Delaying an Event is Prohibited. There can be no delay in the start of an AIA postseason event to accommodate a broadcast or telecast. Neither can there be any radio or television time outs, or any extension of halftime. Provisions for live telecasts, when permitted, are found below.
- 3. Exception for Live Telecasts. Live telecasts of football and basketball games, when permitted, may operate under the following guide-lines upon approval of the Executive Director:
 - (a) The intermission between the first and second quarters, the third and fourth quarters, and overtime periods may be extended from 60 seconds to 90 seconds:
 - (b) The outlet may be granted one 90-second television time out during each quarter. This time out will be granted at the dead ball following the change of possession, which occurs nearest to the midpoint of the quarter. This television time out will be granted regardless of whether one of the two participating teams has called a charged time out close to the midpoint of the quarter. Additionally, this television time out will not preclude either one of the two participating teams from calling a charged time out near the midpoint of the quarter; and
 - (c) All charged time outs called by either team will be a full 60 seconds in duration.
 - (d) It will be the responsibility of the official/referee to see that these guidelines for television time outs are strictly adhered to.

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- 4. Unauthorized Reproduction. The use of footage by an outlet granted broadcast rights for any purpose other than for complete playback of the event(s) for which it was approved, or for the use of excerpts for regularly scheduled newscasts or news events (not to exceed five (5) minutes) is expressly forbidden. Any other use of the verbal description and/or video account of the event(s) must be approved in writing by the AIA.
- 5. AIA Approval of Broadcast. Authorized working personnel employed by an outlet which has been approved to broadcast an AIA post-season event will be admitted to the facility without charge upon presentation of proper identification and AIA approved media rights. The outlet is responsible for notifying the host school/site of their intention to broadcast before submitting this media rights agreement. Host school/sites must notify the AIA seven (7) days before the start of postseason play if they have banned any broadcasting outlets from their campus or venue.
- 6. Right to Deny. The AIA has the right to deny any outlet from broadcasting a postseason event without cause, except when otherwise stated in agreements between the AIA and official media partners.
- 7. Seating and Equipment Setup. The outlet must make all arrangements for seating and equipment setup with the host school/site event manager. The outlet must assume all expenses in connection with the broadcast and must provide all equipment necessary for the broadcast. This includes arranging for broadcast lines with the appropriate telephone company or Internet provider.
- 8. Seating Policies. Personnel originating approved broadcasts who are to be admitted to the facility without charge must not exceed four (4) persons. The host school/site contest manager must make every effort to provide these personnel with seating which provides them with an unobstructed view of the playing area.
- 9. Limited Seating Areas. In facilities where seating is limited in the press box, broadcast booth or press area, the host school/site event manager should provide seating to the one (1) principal outlet covering each participating school. Thereafter, seating in the press box, broadcast booth or press area should be provided on a first-come, first-served basis. An outlet must understand that it may be necessary for it to set up operations in the spectator seating area at facilities with limited space in the press box, broadcast booth or press area. The principal outlet for a participating school is considered to be the outlet which has broadcast the greatest number of regular season contests and/or AIA postseason events in which the school has participated.
- 10. Camera Positioning. The host school/site event manager and/or the officials assigned to work the event will have the authority to require the repositioning of cameras and videographers if they believe their placement may threaten the safety of the participants or interfere with the conduction of the competition.
- 11. Objective Announcing. Play-by-play broadcasters, color analysts and any other on-air talent are expected to handle broadcasts with objectivity, efficiency and professionalism. Those on-air are expected to work without introduction of profane or harsh language, or inappropriate criticism of officials, coaches, teams, players, schools or other entities. Talent should make every effort to correctly pronounce the names of individual participants, have a competent knowledge of the event, and not speculate on injuries or emergency protocols.
- 12. Failure to Comply. The outlet must abide by each and all terms and conditions of this policy. Failure to do so may result in the immediate revocation of the outlet's broadcast rights, and denial of future broadcast rights to the outlet for a period to be determined by the Executive Director or his/her designee. The AIA reserves the right to discontinue, at any time, an outlet's broadcast of an AIA postseason event if previous broadcasting by the outlet is considered by the AIA to have been in poor taste or incompatible with the educational dignity and propriety of the AIA postseason, the AIA and its member schools. The host school/site event manager will have the authority to act on the behalf of the AIA in enforcing this policy during all AIA postseason events at his/her facility.
- 13. Unauthorized Broadcast. An outlet which broadcasts an AIA postseason event without prior written approval of the AIA may be denied future broadcast rights for a period to be determined by the Executive Director or his/her designee.
- 14. Liability Waiver. An outlet that broadcasts a postseason event shall agree to hold the AIA and its member schools harmless due any injury to person or property on the premises. The outlet shall further agree to assume all responsibility for any damages which are a direct result of the activities of the broadcast. The outlet shall also agree to defend all claims made against the AIA or its member schools for damages caused by the outlet of any nature.

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- 15. Civil Action. Venue of any civil action arising out of this policy will lie exclusively in Maricopa County, Arizona.
- 16. Amending Broadcast Policy. The AIA reserves the right to amend this policy at any time and in any manner deemed necessary. No exception to this policy may be made by an outlet, host school/site event manager except by written permission of the AIA.

C. OBTAINING BROADCAST RIGHTS

Upon approval of an outlet's broadcast application, the AIA will e-mail the outlet the approved application form signed by the Executive Director or his/her designee which grants the outlet permission to broadcast the event. The approved application will also be sent by the AIA to the host school/site event manager. An outlet's broadcast crew should have a copy of the broadcast approval in its possession to ensure admission to the facility.

- 1. The media rights agreement shall be an agreement between the outlet and the AIA and will be governed by the laws of the State of Arizona.
- 2. The media rights agreement must be received in the AIA Office no later than 3 p.m. local Arizona time on the business day immediately preceding the date of the contest or event to be broadcast. A \$50 late fee will be incurred if media rights agreement is submitted after the deadline.
- 3. Any media outlet that has been approved to broadcast a postseason event but fails to do so has 10 business days following the event to notify the AIA that said broadcast has not occurred. Otherwise the outlet will be charged the full amount as invoiced on the media rights agreement (if applicable).
- 4. The AIA will not grant blanket broadcast rights to an outlet which intends to follow a school, until it is eliminated, through each level of an AIA postseason as indicated on page 1 of this media rights agreement. An outlet must file a separate broadcast application form for events at each level in which the school being followed participates. Requests for broadcast rights to games or matches in sectional tournaments shall be processed as a single event for which a flat rights fee shall be paid (if applicable) regardless of the number of games or matches in the tournament that are broadcast.
- 5. The outlet must not sell, loan or give away any part of the footage shot, and must use it only for the purpose set forth above unless permission for its use otherwise is granted in writing by the AIA.

D. PAYMENT OF RIGHTS FEES

- 1. Schools and school-sponsored groups may elect to produce declined events for streaming on the Network. The following terms and agreements shall apply to those circumstances. Fees for Internet streamed events produced by an AIA member school or school-sponsored group will be waived as long as the event is exclusively distributed either live or delayed on the Network using the Network's digital platform as a Network affiliate or Student Broadcast Program. Access to the Network will be made available to member schools or school-sponsored groups, provided that the school utilizes both the consumer subscription platform and video player offered by the Network as its sole means of distribution. School-based productions must include students on the production crew, must be supervised either directly or indirectly by a school administrator, and use broadcast equipment under the control of the school.
- 2. The fees on the following page represent the minimum amount the AIA will charge a third party for a declined event as part of non-exclusive rights. The AIA is not required to allow a third party to broadcast a declined event, and the granting of permission is at the discretion of the AIA.



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FOOTBALL

Internet Stream	School or Neutral Site	Championship Game
Live	\$250	\$1,000
Delayed/On-Demand	\$150	\$250
Student Broadcast	\$50	\$50
Television Broadcast	School or Neutral Site	Championship Game
Live	\$1,500	\$3,000
Delayed/VOD	\$750	\$1,500

BASKETBALL

Internet Stream	School or Neutral Site	Championship Game
Live	\$150	\$750
Delayed/On-Demand	\$100	\$250
Student Broadcast	\$50	\$50
Television Broadcast	School or Neutral Site	Championship Game
Live	\$1,000	\$2,000
Delayed/VOD	\$500	\$1,000

ALL OTHER SPORTS

Internet Stream	School or Neutral Site	Championship Game
Live	\$100	\$300
Delayed/On-Demand	\$75	\$150
Student Broadcast	\$50	\$50
Television Broadcast	School or Neutral Site	Championship Game
Live	\$500	\$1,500
Delayed/VOD	\$250	\$750

- 3. Outlets/schools not utilizing the Student Broadcast Program have the option to broadcast declined events as a Network affiliate or pay the rights fees as listed in D-2 above.
 - (a) As a Network affiliate, outlet will broadcast the entirety of the AIA postseason event on the Network's digital platform. Outlet will have all rights fees waived and will be eligible for 37.5% of any royalties collected that are attached to consumer subscription signup related to the event listed on page 1 of this Media Rights Agreement. Outlet will continue to receive royalties for the event listed on page 1 of this Media Rights Agreement until such time as all consumers opt out of renewal for their subscription to the Network after initially signing up for said broadcast.
 - (1) As a Network affiliate, outlet will have exclusive rights to broadcast the event listed on page 1 of this Media Rights Agreement for the Network.
 - (2) Outlets/affiliates utilizing the Network to broadcast the event may not archive the event on another platform.

For consideration in becoming a Network affiliate, please contact: Jeff Kurtz
Vice President, NFHS Network/PlayOn! Sports jeff.kurtz@nfhsnetwork.com
(619) 339-8184

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- (b) Outlet may elect to broadcast an AIA postseason event and have the rights granted as an originating outlet after submitting this form and being invoiced for appropriate rights fees listed in D-2 above. Outlet will own full rights to the event listed on page 1 of this Media Rights Agreement and will not receive any royalties from the Network.
 - (1) These rights are non-exclusive. If non-exclusive rights are granted prior to another entity becoming a Network affiliate for the same event, then the Network affiliate will be granted exclusivity and the rights allowed in this subsection become null and void.
- (c) Outlet will alert AIA as to broadcast intention with submission of page 1 of this Media Rights Agreement.
- (d) Outlets wishing to cover any AIA postseason events through radio/audio-only means can be granted rights at no cost.
- 4. AIA commitments within broadcasts for postseason contests.
 - (a) The outlet/school must incorporate into its broadcast of the AIA postseason event a minimum of one (1) disclaimer granting the outlet rights to broadcast the event, provided outlet is not broadcasting the event as a Network affiliate. The script for this disclaimer is provided on page 8 of this Media Rights Agreement.
 - (b) The outlet/school may present any scripted announcements in a manner of its choice, and may use sound and/or visual effects as it desires, provided the integrity of the AIA postseason event in which the announcement is used, the AIA and its member schools is upheld.
- 5. A \$30 returned check fee will be assessed to any outlet whose payment of rights fees is returned due to insufficient funds. Additionally, said outlet will be denied broadcast rights to future AIA postseason events until such time as payment of rights fees and any other fees assessed by the AIA is made to the satisfaction of the AIA.
- 6. An outlet must pay all costs of collection to include reasonable attorney's fees if it becomes necessary for the AIA to place the account for collection and bills incurred. Venue of any such civil action relative to the collection of rights fees shall lie exclusively in Maricopa County, Arizona.

E. COMMERCIALS AND SPONSORS

- 1. The terms "sponsor", "sponsorship" or other like terms that imply or refer to the presentation and support of the activities under the jurisdiction and control of the AIA by entities other than the AIA must not be used during any broadcast of an AIA postseason event unless expressly approved, in writing, by the AIA.
- 2. Advertisements for the following are prohibited:
 - a) Promotions for the possession, use or sale of alcoholic beverages, tobacco products, drugs, firearms and contraceptives;
 - b) Bars, taverns and cocktail lounges, or the like;
 - c) Exotic dance clubs and other adult entertainment, and NC-17 rated movie advertisements;
 - d) Political issues or candidates;
 - e) Call-ins for personal services, scouting services or other call-ins which are in poor taste or are incompatible with the educational dignity and propriety of the AIA postseason, the AIA and its member schools;
 - f) Parimutuels, betting and gambling entities, excluding the Arizona Lottery; and
 - g) Any other business, product, service or ideal that is incompatible with the educational dignity and propriety of the AIA postseason, the AIA and its member schools.

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- 3. Combination businesses such as drug stores, grocery stores, department stores, hardware stores, hotels and restaurants which dispense alcoholic beverages, tobacco products, drugs, firearms and contraceptives may be acceptable as sponsors provided no part of the advertising messages for these establishments refer to the dispensing of such products; or to a bar, tavern, cocktail lounge or other facility dispensing such products.
- 4. Advertisements of the type prohibited in Item E-2(a-g) above are prohibited from use at any time during the broadcast from the time the pregame show begins until the completion of the postgame show. Advertisements of this type are prohibited from use in pregame and/or postgame shows whether such pregame or postgame shows originate from the site of the event or from the studio of the originating outlet. At no time during the broadcast may a listing of broadcast sponsors be read which includes the name of such business, product or service listed in Item E-2(a-g) above and referred to in this note.
- 5. Sponsorship of a broadcast does not provide for display of sponsor banner(s) and/or other promotional items and such display is prohibited. Originating outlet name identification banners, however, are permitted provided they do not interfere with the setup of event, host school/site staff, other outlets or spectators.
- 6. Commercial announcements may not occupy time when actual competition is taking place. An outlet must, as near as possible, limit its commercial announcements to time outs and other times when the event is not in progress.
- 7. Outlets may not use or allow to be used during a broadcast, both live and tape-delay, any commercial announcement that implies a sponsorship of any AIA postseason contest without the expressed written consent of the AIA.

EXAMPLE: Language may not be used which indicates that contest coverage "is brought to you by", "is sponsored by" or "is a sponsor" of this postseason coverage.

Outlets may not allow advertisers to claim that they are sponsors of AIA postseason contests, unless said advertiser(s) is a signed partner or sponsor of the association.

8. The AIA will exercise immediately its responsibility to cancel all broadcast rights for the particular event and subsequent contests of any outlet found to have violated the provisions of this section of the policy. The host school/site event manager will have the authority to act on behalf of the AIA in enforcing the provisions of this section of the policy.

F. LIVE STREAMING ON SOCIAL MEDIA

Live streaming any AIA postseason event on any social media platform without a signed media rights agreement is strictly prohibited. Examples of this include Periscope on Twitter, Facebook Live or Facebook Watch, Instagram Live, YouTube and others. A host school/site event manager who permits a social media live stream of an AIA postseason event that has not been approved by the AIA will subject his/her school, organization or facility to a monetary penalty to include payment of the appropriate rights fees as posted in D-2.

G. CREDENTIALS

Before submitting a media rights agreement for a postseason event, an outlet must make sure all members of the crew are properly credentialed by the AIA, or at least included on the AIA's master list of approved media individuals located on www.aiaonline.org/news/press-center. Refer to the AIA Media Policy on aforementioned webpage for regulations governing credentials.

H. ACCESS

- 1. The AIA operates under a closed locker room policy at all events. At no time will media representatives be granted this access. Team boxes, team benches, team huddles, dugouts and warmup areas (et al.) are considered extensions of locker/dressing rooms.
- 2. Media representatives are not permitted in the competition area (i.e., within the field of play, on the playing court, etc.) at any time during an AIA postseason event until the competition has concluded and a winner has been determined.
- 3. Media representatives are not permitted to contact contest officials at any time during an AIA event. This includes locker room/dressing areas, within the area of competition, or in any area in which the official must pass. Access to contest officials is only granted after approval by the AIA and may not take place during an event.

Disclaimer. If this AIA postseason event is being broadcast through payment of media rights and not as a Network affiliate, The outlet must incorporate into each broadcast the following disclaimer establishing its broadcast rights as granted by the AIA:

"BROADCAST RIGHTS TO THIS A-I-A POSTSEASON EVENT HAVE BEEN GRANTED TO [OUTLET] BY THE ARIZONA INTERSCHOLASTIC ASSOCIATION AND IS INTENDED SOLELY FOR THE ENJOYMENT OF OUR (LISTENING/VIEWING) AUDIENCE. ANY REBROADCAST, RETRANSMISSION OR OTHER USE OF THIS PRODUCTION WITHOUT THE EXPRESS WRITTEN CONSENT OF THE A-I-A IS PROHIBITED."

Disclaimer. The following are the official presenting sponsors or partners for AIA state championships and must be included with any mention to the sport while broadcasting:

All Championship Sponsors

Football: Barro's Pizza

Volleyball (Girls/Boys): Banner Sports Medicine Soccer (Fall/Winter): Banner Sports Medicine

Basketball: Banner Sports Medicine

Wrestling: Marines Baseball: Oregano's

Softball: NextCare Urgent Care