



THE 146TH ANNUAL

WESTMINSTER KENNEL CLUB DOG SHOW

PRESENTED BY



TO: All Invited and Remote Working Media

FROM: The Westminster Kennel Club

DATES: JUNE 18-22, 2022

RE: 2022 WESTMINSTER MEDIA CREDENTIAL POLICIES

The 146th Annual Westminster Kennel Club All Breed Dog Show presented by Purina Pro Plan®
Monday-Wednesday, June 20-22, 2022 / Lyndhurst Estate, Tarrytown, NY

The 7th Annual Masters Obedience Championship at Westminster Monday, June 20, 2022
/ Lyndhurst Estate, Tarrytown, NY

The 9th Annual Masters Agility Championship at Westminster Saturday, June 18, 2022 /
Lyndhurst Estate, Tarrytown, NY

GENERAL POLICIES

1. All credentials are issued by The Westminster Kennel Club.

2. A credential grants certain access and **information use rights** in connection with your organization's business but does not grant unlimited access or information use. Credentials confer a limited, non-exclusive and non-transferable license from WKC to use the gathered information on the media organization's traditional or new media distribution platform product or site. Each media credential operates as an authorization from WKC allowing only the holder and his or her employer to use certain information gathered pursuant to the credential (including photographs, video, audio, etc.).

3. Use of a credential to gain access, by invitation of the Westminster Kennel Club only, to the Events signifies that bearer has read and agrees to all WKC, Lyndhurst Estate, and FOX Sports policies and procedures regarding its use. Credentials are not transferable and may be revoked at any time without cause. **Use Conditions** are printed on the back of the credentials. While on the Lyndhurst Estate grounds during the Events, the Bearer shall, at all times, be subject to the direction and/or supervision of The Westminster Kennel Club and its designated agents. Misuse of credentials, failure to abide by the terms of the credentials, disorderly conduct and/or failure to comply with security measures will subject the credential holder to, among other things, ejection from the Events, cancellation of credentials for the duration of the Events, and cancellation of all associated rights and privileges.

4. All **credentials allow access** into the breed ring competition area, grooming tent, and to designated Press areas within the Group tent at night. Access is not granted to the parking areas or within the castle on the Lyndhurst Estate grounds. Access granted by this credential on the Lyndhurst Estate grounds is subject to WKC rules, including all rules concerning photography locations at ringside.

5. **Coverage may include** any agility, obedience or breed competition segment, or any interview or excerpt from any of the Events (with the exception of: Agility finals, All Groups and Best in Show competitions at the Lyndhurst Estate grounds. No video allowed in these areas.) as it concerns a story subject, not to exceed two (2) minutes in duration for traditional and online media use. The total time of all interviews and excerpts distributed online shall not exceed 30 minutes per Event per day in the aggregate. Coverage may also include live (and on-demand) on-camera interviews (handlers, owners, officials, vendors, etc.), excerpts from on-site

press conferences, and photographs, limited to a reasonable number used only for news coverage of the Events and other editorial purposes.

6. The credential authorizes media organizations (including those covering the event remotely) to use **WKC trademarks** (including logos at westminsterkennelclub.org/media-center-content) in their news and editorial coverage of the Event.

7. Media credentials issued to **video personnel** authorize the holders to shoot video of activities that take place outside of the rings and in other areas of the Events (e.g., grooming areas, at booths). Outdoor competition in the rings may be shot on a limited basis as described above or used as a backdrop for interviews on the grounds. Such video may be used in accordance with the terms of the media credentials.

Video and still photography notes:

#1: Flash photography is not allowed at any time at the Agility or Obedience Competitions.

#2: Under no circumstances may video be shot during the Agility finals on Saturday evening, June 18, or in the Group and Best in Show competitions on Tuesday and Wednesday, June 21-22, 2022 between 6:30 pm and 11:30 pm EST or until completion of telecast.

Photography credentials accessibility:

Indoor Group Tent:

Only photographers with PHOTO credentials will have access to the Group tent floor photographer's areas during the evening Group and Best in Show competitions. There will be absolutely no, videography, or audio recording allowed in the seated working press area.

Photography taken with a camera phone from a credentialed media member while seated is allowed. This section is reserved for MEDIA credentials only.

GENERAL RULES AND GUIDELINES

1. The use of any account, social media platform, description, picture, photograph, video, audio, reproduction, or other information concerning the Events other than for print or online news coverage of, or magazines and books about the Events or for First Amendment-protected purposes, is prohibited, except with the prior written consent of The Westminster Kennel Club or as granted elsewhere in this document.

2. Unless allowed to do so by a separate authorization, credentialed individuals and organizations may sell or distribute such information only as part of the editorial product (e.g. newspaper, TV shows, magazines, online news delivered to end-users (i.e., consumers such as readers and TV viewers), and not to other organizations or individual purchasers as part of separate commercial products (e.g. photographs, posters, calendars, and memorabilia). **This credential restriction does not apply to credentialed media representing established wire and news services and photo agencies** whose normal business is to distribute information and materials to other news organizations: they may distribute the information and materials to other print, broadcast, or online media organizations, who may use the same for editorial product as though they generated it themselves.

3. Any proposed media use of information gathered pursuant to credentials that is more detailed and/or immediate than described above requires a separate authorization from WKC.

CONSENTS AND RELEASES

These paragraphs appear in the Premium List for the Dog Show and the Agility Trial:

AGREEMENT: By entering this show, all participants agree to the following: All rights to advertise, promote, publicize, televise, or otherwise exploit the show are vested in The Westminster Kennel Club and its assigns, including the use of the names, likenesses, voices or biographical matter of all dogs, owners, handlers, and kennels participating in the show.

NOTICE: All rights to televise, videotape, advertise, photograph, promote, or otherwise exploit this Event are vested in The Westminster Kennel Club, or in persons to whom assignments of such rights have been made in writing by the Club. All persons and animals on the showgrounds at any time while the show is in progress, do by attending this show or participating therein, grant to the Club and its partners the right to photograph, televise, videotape, audiotape, digitally record, and otherwise use their likeness and voice in any manner without further release or consent.

The Bearer of the credential is solely responsible for determining if they need to obtain licenses, consents, or releases beyond the above Agreement and Notice for their intended use of materials. If so, the Bearer shall obtain all necessary licenses, consents, or releases permitting the use of any party's proprietary material, including, but not limited to any party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary or personal rights, however denominated, included in any photograph taken or other material obtained in connection with the credential.

In the event that the name or likeness of any Bearer of this credential is included in any broadcast, telecast, photograph, film, video or other media taken in connection with the Events, such individual grants WKC the non-exclusive, transferable, perpetual right and license to use (and to sub-license the use of) such name and likeness in any media worldwide whether now known or hereafter devised.



ISSUED ON: June 1, 2022

**RE: NEWS ACCESS GUIDELINES
2022 Westminster Kennel Club Dog Show and 2022 Masters Agility
Championship**

Please be advised that FOX Sports ("FOX") has acquired exclusive media rights, including all television, internet and mobile rights, to the 2022 Westminster Kennel Club Dog Show and the 2022 Masters Agility Championship (the "Event(s)"). FOX's exclusivity to the Events extends worldwide (the "Territory") in all languages and all media.

The exclusive rights of FOX include all non-televised events including, without limitation, all preliminary rounds and breed competitions of the Events, as well as all televised events, including the Masters Agility Championship, and the Group and Best in Show competitions. The current telecast schedule for the Events is as follows (each, an "Exhibition"), subject to change:

- Sunday, June 19, 2022, 12:30pm-3:00pm EST - 2022 Masters Agility Championship – FOX
- Monday, June 20, 2022, 1:00pm-4:00pm EST - The Westminster Kennel Club Daytime Session Day 1 – FS2
- Tuesday, June 21, 2022, 1:00pm-4:00pm EST - The Westminster Kennel Club Daytime Session Day 2 – FS2
- Tuesday, June 21, 2022, 7:00pm-11:00pm EST - The Westminster Kennel Club Dog Show Evening Day 1 – FS1
- Wednesday, June 22, 2022, 1:00pm-4:00pm EST - The Westminster Kennel Club Daytime Session Day 3 – FS2
- Wednesday, June 22, 2022, 7:00pm-11:00pm EST - The Westminster Kennel Club Dog Show Evening Day 2 – FS1

We expect you to honor FOX's exclusivity by not utilizing or broadcasting any excerpt(s) from the Events (the "Excerpt(s)") in any media in the Territory even if coverage is supplied to you by other broadcasters, cablecasters, news services or by any other means, except in accordance with the following conditions:

(a) Excerpts in any one news program shall not exceed thirty (30) seconds in duration and two (2) minutes in the aggregate, and such limitation shall apply to all Excerpts originating from the Events, including, but not limited to, the Events themselves as well as pre-Event and post-Event programming.

(b) Excerpts shall only be used in regularly scheduled bona fide television news and regularly scheduled sports news programs (not programming such as news magazines, news features, sports features, highlights programs, sports programs and "specials").

(c) Excerpts may be used only for a 48-hour period beginning after FOX has completed its entire televised coverage of each Exhibition (including any and all post-competition coverage), and all Excerpts must be erased at the end of each such 48-hour period.

(d) Excerpts shall be limited to and taken from FOX's television coverage of the Event only, and under no circumstances shall material be excerpted from FOX's news, interviews, feature materials, highlights shows, commentary and/or documentary programs.

(e) No audio material, including voices/likenesses of on-air talent or announcers, may be used in the Excerpts.

(f) All Excerpts must be taped directly from FOX's televised in-Territory coverage thereof and not from any other source (*i.e.*, no clean feeds, no access from highlight or news shows, and no out-of-territory programmer feeds).

(g) Each Excerpt used must prominently display, during the duration of the Excerpt, an on-screen video courtesy credit reflecting the applicable FOX network from where the Excerpt was taken (e.g., "Courtesy FOX Sports 1") and must appear in the upper left corner of the screen opposite the relevant channel's on-screen logo. Logos must not be removed or altered from any of the Excerpts.

(h) Excerpts may not be altered except as required for length and continuity; strictly provided, however, that any chyron or "bug" that is integrated into the Excerpts by FOX or The Westminster Kennel Club, may not be removed, altered, or otherwise covered in any way.

(i) If requested, the party using the Excerpts must provide FOX with a list of Excerpts it has taken from FOX's Exhibitions.

(j) Excerpts that comply with each of the foregoing may be distributed only as part of a linear television network or station distributed via over-the-air terrestrial broadcast, cable television and/or direct broadcast satellite, and the live simulcast of that television network or station via the internet (such internet simulcasts may not be archived, offered on a delayed basis, or made available for download). Other than such live simulcasts as permitted in the sentence above, any use of Excerpts via the internet or other online service, mobile or wireless device/service, or interactive multimedia distribution transmission is strictly prohibited. For the avoidance of doubt, the use of multiple-exposure still images with a refresh rate designed to simulate the look and feel of Excerpts (for example, GIFs) are prohibited in all media.

(k) Under no circumstance may Excerpts be sponsored or have any other commercial association.

Pursuant to Title 17 U.S.C. §411(b), this will serve as notice that FOX intends to record, simultaneously with its transmission, such programming of the Exhibitions.

This letter further serves as notice to you, and to request that you notify your affiliates and other related companies, that to copy and/or perform the Excerpts, or in any other way use or exploit FOX's exhibition of the Excerpts, except as provided for above (or without FOX's express prior written consent), will be considered a violation of FOX's exclusive rights and will subject you or them, respectively, to liability for copyright infringement and legal action. Nothing contained herein is intended, nor should be construed, as a waiver of any rights that FOX may have.