2027 SMX World Championship
Media Credential Terms and Conditions

Each individual requesting or using an Event media credential and related Event access ("**Access**") together with the entity(ies) that engaged them is referred to herein as a "**Media Participant**". The "**Event(s)**" as used herein include the Supercross Championship, owned and operated by Feld Motor Sports, Inc. ("**FMS**"); the Pro Motocross Championship, owned and operated by MX Sports Pro Racing, Inc. ("**MX Sports**"); and the SuperMotocross World Championship, operated in collaboration by FMS and MX Sports (and may be referred to herein as "**SMX League**" Events). FMS and MX Sports, together with the other organizations involved in the sanctioning, officiating and operation of Events, and all of their respective affiliates, personnel and representatives may be referred to herein as "**SMX League Entities**".

Each Media Participant agrees to the following terms and conditions, as well as the SMX League's 2027 SMX World Championship Media Policy Reference Guide & Handbook, as posted within the www.supermotocross.com website (the "**Media Policy Guide**"), the terms of their SMX League-approved media credential application and Assignment, and all other applicable SMX League terms, policies, releases, licenses and instructions (all of the foregoing, collectively with these terms and conditions, "**SMX League Terms**").

1. Each Media Participant represents that such Media Participant is at least eighteen (18) years of age, is acting on a specific assignment approved in writing by the SMX League for the applicable category of media credential issued (the "**Assignment**"), that all information provided in the media credential application is true and complete, and that Media Participant is authorized to bind himself or herself and any entity or entities with which he or she is affiliated to these terms and conditions.

2. The capture or use of any account, description, picture, photograph, video, audio, reproduction, or other content or information concerning an Event (the "**Event Content**") other than for the Assignment is prohibited, except (a) by prior written consent of SMX Content Licensing or another authorized SMX League representative or (b) as specifically set forth in Paragraph 5 below. Media Participant's Access, content capture and use rights are strictly limited to the specific Assignment, and Event Content may be used only for the purpose, duration and channels authorized by the SMX League and in accordance with the applicable SMX League Terms. Nothing in these terms and conditions authorizes Media Participant to infringe any trademark, copyright and other proprietary rights of the SMX League Entities. Media Participant acknowledges that the SMX League Entities expressly reserve all rights in, all content of SMX League races (including all on-track activities), all Event Content captured by or on behalf of SMX League Entities, and the SMX League Entities' trademarks, copyrights and other proprietary rights in the Events, Event Content and their names and logos.

3. Media Participant shall not post, stream, distribute, or otherwise use, or aid in posting, streaming, distributing or using, footage from SMX League races (which includes all on-track activities) in any media during the following broadcast blackout windows: (a) *Blackout Window 1 (Race Day Live Broadcast)*: from the commencement to the conclusion of the pre-race programming; and (b) *Blackout Window 2 (Race Broadcast)*: from the commencement to the conclusion of the race programming (beginning with coverage of the first heat / moto through the final race and any post-race coverage). Video excerpts, streaming, race-action posting, live coverage of on-track / race footage, and real-time distribution are prohibited during the blackout windows. Weekend-specific schedules with blackout windows are posted for each Event, and Media Participant is responsible for checking and following all posted blackout windows. These restrictions apply to all photography and footage from Events, whether captured directly or obtained from the SMX League, except that this limitation shall not apply to internal, non-public transmissions between the Media Participant attending the Event and such Media Participant's engaging entity.

4. Media Participant assumes all risks, hazards and dangers incidental to the performance by the Media Participant of Media Participant's services in connection with an Event and assumes all risks incidental to an Event, whether occurring prior to, during or subsequent to the actual racing of the Event, however caused (including if caused by the negligent conduct of the SMX League Entities and/or others), including, but not limited to, the risk of personal injury (including death), exposure to communicable diseases, sickness, lost, stolen or damaged property or equipment, and economic or other losses. Media Participant agrees that the SMX League Entities shall have no responsibility for any equipment in use and shall not be liable for damages including, without limitation, damages for injuries or loss of or damage to personal property or equipment, and Media Participant hereby waives and releases any and all claims and potential claims and liability against the SMX League Entities related to the foregoing risks, hazards and dangers. Media

Participant understands that any staging, storage or other similar areas are made available as a convenience only; the SMX League Entities make no guarantees regarding the security of any such areas, and Media Participant has the sole responsibility for the use, storage and safekeeping of Media Participant's personal property and equipment. Media Participant acknowledges that execution of the SMX League's required agreements and liability releases ("**Releases**") is a condition of receiving Access and that this paragraph is in addition to, and does not limit, the terms of the Releases.

5. The Access conferred on Media Participant is a limited, non-exclusive, revocable and non-transferable license to take photographs and video of an Event within the Event location ("**Venue**") from SMX League-approved locations only, and to allow the entity that engaged the Media Participant to use them only for the Assignment in accordance with the SMX League Terms. The scope of Access and permitted use of Event Content depends on the category of media credential issued, each as further described in the Media Policy Guide: (a) News / Editorial Access (Section 5 of the Media Policy Guide); (b) Commercial Access (Section 6); (c) Team, Rider and Other League Stakeholder Access (Section 7); and (d) Content Creator Access (Section 8). Media Participant shall comply with the requirements applicable to its category of Access in the Media Policy Guide. For News / Editorial Access, the News Access Video Highlights License in Section 10 of the Media Policy Guide is incorporated herein by reference and governs the use of Event Content for bona fide news coverage. Any capture of photographs or video or use of Event Content outside the scope of the Assignment requires a separate license or written authorization from the SMX League in accordance with the Media Policy Guide. Media Participant acknowledges and agrees that separate consent is required to transmit, offer to sell, or sell, any photographs and/or video featuring the Events, Event Content, SMX League Entities, Venue or any other third-party trademarks, names, logos, copyrights or other proprietary rights for any commercial purposes.

6. **ACCESS IS NOT TRANSFERABLE, MAY NOT BE DUPLICATED, AND MAY BE REVOKED, SUSPENDED OR LIMITED AT ANY TIME WITHOUT CAUSE**.

7. While within the Venue, Media Participant shall at all times be subject to the direction and/or supervision of the Venue, Event organizer, and their designated agents or employees and shall adhere to any and all Event rules and guidelines provided by the SMX League Entities or their employees or agents, including all safety, access and identification instructions. Media Participant consents to the inspection of Media Participant's person and effects by the SMX League Entities and Venue security for security purposes, and acknowledges and agrees that Media Participant may be denied entry to or ejected from the Event or Venue if in possession of any item that the Venue or SMX League Entities consider potentially dangerous, hazardous, inappropriate or injurious to other persons, and that any prohibited items may be confiscated.

8. Media Participant 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 or video taken or other material obtained in connection with the Access. The Media Participant is solely responsible for determining which licenses, consents and releases shall be obtained. Media Participant is solely responsible for complying with all applicable laws and regulations, including, without limitation, the Copyright Act of 1976, as amended, all rules and regulations of the United States Federal Communications Commission and the United States Copyright Office, and all applicable rights of publicity and privacy laws. Media Participant shall indemnify, defend, hold harmless, release and discharge the SMX League Entities and Venue from and against any and all claims, liability, loss, damage or expense (including costs and reasonable attorneys' fees and expenses) arising out of or relating to: (a) Media Participant's use of any Event Content taken or obtained in connection with the Access, including, without limitation, any claim that use of such information infringes any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary rights, however denominated; (b) Media Participant's acts or omissions; (c) the presence on the premises of any cameras, wires, cable or other equipment brought thereon by Media Participant; and (d) Media Participant's breach of any term herein or any other SMX League Terms.

9. In the event that the name or the likeness of any individual with Access is included in any broadcast, telecast, photograph, film, video or other media taken in connection with an Event, such individual grants the SMX League Entities 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.

10. Media Participant shall act professionally and comply with all SMX League Terms, including all applicable credential, access, safety, meeting, release and content-use requirements. Credential misuse includes, without limitation, any use of false information, transfer, duplication or other misuse of Access, autograph seeking, personal photo / selfie activity, or using Access to operate or promote a business. Threats, verbal abuse, harassment, physical violence, unsafe conduct, and failure to follow SMX League instructions are not tolerated. Beginning with the 2027 Events, approved videography / photography positions will be in seat holds / designated safety areas, and Media Participant shall not enter the track or any restricted or non-approved area without authorization. Media Participant shall attend all required preseason, event-specific and onsite photo / video meetings as directed by SMX Media Relations, and failure to attend a required meeting, complete required documents, follow identification procedures or maintain proper credential status may disqualify Media Participant from photographing or filming at Events.

11. Any violation of these terms and conditions, the Media Policy Guide or any other SMX League Terms may result in immediate removal from the Event, suspension, revocation or limitation of Access, credentials, licenses, permissions and usage rights, and/or future denial of access to Events, in addition to any other rights and remedies available to the SMX League Entities at law, in equity or otherwise. Any use of Event Content that the SMX League deems inappropriate, outside the scope of authorized use or otherwise in violation of the SMX League Terms must immediately cease upon notice from SMX Content Licensing, and SMX Content Licensing may revoke, suspend, limit or withdraw permission to use Event Content or other SMX League intellectual property at any time, for any reason, upon written notice. No rights to use Event Content are granted other than as expressly set forth in the SMX League Terms, and all rights not expressly granted are reserved to the SMX League Entities. Media Participant is responsible for informing its affiliates, representatives, personnel and downstream users of all applicable SMX League Terms.

12. Any capture of Event Content outside the scope of the Assignment, and any license to use Event Content owned by SMX League Entities (including current, archival or specialized race content), must be requested in advance through SMX Content Licensing as outlined in Section 12 of the Media Policy Guide and requires a separate license or other written authorization from the SMX League, which may be subject to access / license fees, service fees and specific usage rules.

13. Media Participant shall not share on any website or social media channel, or share with another party, pictures or photographs containing any portion of Media Participant's credential or any other credential issued to Media Participant or any other person by the SMX League Entities.

UNDERSTOOD, ACKNOWLEDGED AND AGREED:

ACCREDITED ORGANIZATION:

_____
(Printed Name of Organization)

ORGANIZATION REPRESENTATIVE:

By: _____
(Printed Name of Representative)

_____
(Signature)

_____(Date)