MEMO TO: NEWS DIRECTORS AND PRODUCERS

DATE: JANUARY 9, 2020

SUBJECT: 2019-20 JR. NBA GLOBAL CHAMPIONSHIP VIDEO AND AUDIO HIGHLIGHTS LICENSE FOR UNITED STATES AND CANADA

Attached are the terms of the license for your use of non-live videotaped, filmed or audio excerpts from 2019-20 Jr. NBA Global Championship games or events (referred to below and in the attached license as "Highlights"). Please provide a copy of this license to each member of your staff responsible for compiling and producing Highlights.

Highlights from Jr. NBA Global Championship games or events, whether obtained from distributors that have been authorized by NBA Entertainment, local over-the-air telecasts, cablecasts, local radio broadcasts or otherwise, are the copyrighted property of the National Basketball Association ("NBA"). Under the Copyright Revision Act of 1976 and the Communications Act of 1933 (as revised), the NBA has the right to protect its game/event transmissions. The NBA has granted NBA Entertainment ("NBAE") the exclusive right to license (and authorize others to distribute) Highlights. Accordingly, no team or telecaster (or news packager, syndicator or any other party that is not specifically authorized by NBAE) has the right to license or otherwise authorize the use or distribution of Highlights. Any request for use of Highlights from your programs or game/event telecasts or other exhibitions must be referred to NBAE.

Highlights are licensed on the condition that they are to be used in accordance with the attached license exclusively for news reporting purposes by those television and radio stations or networks, and/or on the websites of news media organizations, in the United States and Canada that have received the attached license (and by no other person or entity). Any other use (including, but not limited to, general editorial coverage of the Jr. NBA Global Championship) is expressly prohibited without the prior written consent of NBAE. Where commercially practicable, Highlights must be geo-blocked so that they are only made available in the United States and Canada.

In addition, the NBA and Jr. NBA identifications are trademarks, copyrighted designs and other forms of intellectual property owned by and/or exclusively licensed to NBA Properties, Inc. ("NBAP") and may not be used without the prior written consent of NBAP. Recipient understands and acknowledges these rights of the NBA and NBAP and agrees to adhere to these conditions and those limitations set forth in the attached license.

Any violation of the attached license may cause revocation of the license and/or subject the offending party to any other remedy available to the NBA and/or NBAE.

In the event that you (i) wish to use Highlights at such times and/or in circumstances not expressly permitted by the attached license, or (ii) need additional game/event footage, audio excerpts from Jr. NBA Global Championship games/events or archival footage from the NBA Library, please contact Jay Rizick of our Licensing Department at jrizick@nba.com. Without limiting the foregoing, use of game/event footage or audio excerpts in pre-game shows, weekly highlights or similar programs or in commercials or on-air promotional announcements requires the specific prior written approval of NBAE.
Credentials for on-site game/event coverage by legitimate news organizations are issued separately by the NBA and are subject to the conditions and limitations contained therein. Any use of filmed, videotaped or audio material gathered “on-site” is subject to the terms of such credentials, the attached Video and Audio Highlights License, other applicable Jr. NBA policies or, where applicable, as provided in such other license agreement entered into with NBAE. Please note that (i) the attached license does not in any way grant the recipient the right to broadcast or record any material “on site” at a Jr. NBA Global Championship game/event and (ii) all property rights with respect to any footage or audio of a Jr. NBA Global Championship game/event obtained “on-site” belongs to the NBA, and any use or distribution of such footage or audio must be properly cleared through NBAE.

Should you have any questions, please contact JNGC@nba.com.
2019-20 JR. NBA GLOBAL CHAMPIONSHIP VIDEO AND AUDIO HIGHLIGHTS
LICENSE FOR THE UNITED STATES AND CANADA

1. Non-live videotaped, filmed or audio excerpts of a Jr. NBA Global Championship game/event, including any footage of Jr. NBA Global Championship game action and ancillary activities attendant to Jr. NBA Global Championship games/events and taking place in the game venue (e.g., pre-game activities) ("Highlights") may be used only by the news organization which has received this license solely for news purposes in the recipient’s regularly scheduled television or radio news programs, and/or on news organization websites, in the United States and Canada up to five days after the completion of the game/event to which they pertain. Where commercially practicable, Highlights must be geo-blocked so that they are only made available in the United States and Canada.

2. Highlights from any one Jr. NBA Global Championship game that has been completed may not exceed thirty (30) seconds.

3. Visual or oral "courtesy" credit of at least three seconds for the Highlights must be given to the NBA.

4. All copyrights, proprietary interests and other incidents of ownership in and to the Highlights (whether obtained “on site”, from a game telecast or otherwise) shall belong to, and remain vested in, the NBA. The NBA has granted to NBA Entertainment the exclusive rights to license game/event footage and audio excerpts from Jr. NBA Global Championship games/events. This license does not in any way grant the recipient the right to broadcast or record any material “on-site” at a Jr. NBA Global Championship game/event.

5. This license does not purport to grant any rights in any music, announcer calls or any other third party material contained in any Highlights. The news organization to which this license is issued is solely responsible for determining what additional licenses, clearances, consents and releases, if any, must be obtained for use of Highlights.

6. Highlights may not be altered or otherwise modified (e.g., enlarging, shrinking or otherwise editing, blurring or covering any element of any Highlights or superimposing or otherwise incorporating into any Highlights a logo, trademark, advertisement, scoreboard or other graphic), other than editing for time, without the prior written approval of NBA Entertainment (to be given or withheld in its sole discretion).

7. In consideration for the grant of this license, recipient agrees, upon the request of NBA Entertainment, to supply NBA Entertainment with a video or audio recording (as the case may be) of any program that incorporates Highlights as authorized herein and hereby consents to NBA Entertainment’s use of excerpts from any such program.

8. NBA Entertainment reserves the right to withdraw permission for the use of Highlights by appropriate notice at any time and for any reason.

9. Highlights may not be sold or traded to any other entity and may not be used commercially, for on-air promotion or in any other manner not specifically set forth above without prior written permission from NBA Entertainment. By way of illustration, but not limitation, without a specific separate license from NBA Entertainment, Highlights may not be used (i) in pre-game shows, (ii) in weekly
highlights shows, (iii) in commercials, (iv) in a "sponsored segment" of a program, (v) in on-air promotions (e.g., "tune-in" promotion or "tease"), (vi) as "file footage", (vii) in video on demand or taped programming or materials or (viii) for any other use (e.g., archival) not specifically permitted by this license.

10. The news organization to which this license is issued agrees to defend, indemnify and hold harmless NBA Entertainment, the NBA and its member teams, and each of their respective affiliated and related entities (the “NBA Entities”), from and against any and all claims brought against one or more NBA Entities arising from its use of the Highlights.

11. Neither this license nor the rights granted herein may be assigned or otherwise transferred in any manner without the prior written consent of NBA Entertainment.

12. This license will be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within that State. Any court of competent jurisdiction sitting within New York State, New York County will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this license.

13. Use of Highlights constitutes acceptance of the terms of this license.