



## 45<sup>TH</sup> ANNUAL SPORTS EMMY® AWARDS (2024) ENTRY LICENSE

### **ENTRANT CLIP LICENSE FOR EMMY® JUDGING, AND DIGITAL, TELEVISION, PROMOTIONAL, AND OTHER EMMY® USE**

In connection with certain Emmy® competition activities, this “Entrant Clip License For Emmy® Judging, And Digital, Television, Promotional, And Other Emmy® Use” (“Entry License”; or, simply, “License”) is deemed dated and entered into on the calendar date (“Entry Date”) of paid competition entry (“Entry”) of the material (“Entrant Material”, or “Licensed Content”) to which this License pertains, by and between the following parties (“Parties”):

I. Entrant And Licensor. On the one hand, the submitter of the clip and content to which this License pertains (herein identified as “Entrant” as the individual submitter, and “Licensor” as the entity-submitter), with the name and address of both Entrant and Licensor indicated on the Entrant Material, and with Entrant warranting and representing that Entrant has the right and authority to submit the Entry and enter into and bind Licensor to each of the provisions of this Entry License,

- and, on the other hand -

II. NATAS/Licensee. The National Academy of Television Arts and Sciences, Inc., with an address at 450 Park Avenue South, 3rd Floor, New York, NY 10016 USA (“Licensee”, or “NATAS”).

1. The Parties. The Parties are further described as follows:

(a). Entrant And Licensor. Licensor is a television network, television company, “streamer”, technology company, or other form of entity that produces, distributes, and/or exhibits original content, including certain content which may be considered in the future for judging and competition purposes relating to one or more Emmy® nominations or Emmy® Awards. Entrant is an individual authorized by Licensor to enter into this License pursuant to the warranties and representations set forth in Subparagraph 8.(a). hereinbelow, and the indemnity provisions of Paragraph 10 hereinbelow.

(b). NATAS/Licensee. NATAS is a service organization and archivist dedicated to the advancement of the arts and sciences of television and the promotion of creative leadership for artistic, educational, and technical achievements within the television and entertainment industries. NATAS recognizes excellence in television and entertainment with annual Emmy® Awards for “Children’s & Family”, “Daytime”, “News & Documentary”, and “Sports” programming, as well as achievements in “Technology & Engineering”. Accordingly, NATAS owns, administrates, manages, and oversees the production of the Children’s & Family Emmy® Awards, the Daytime Emmy® Awards, the News & Documentary Emmy® Awards, the Sports Emmy® Awards, the Technology & Engineering Emmy® Awards, other Emmy® Awards, the annual judging, competitions, transmissions, broadcasts, telecasts, recordings, promotions, and advertisements relating thereto, and electronic, digital, and other archives relating thereto.

2. The Licensed Content, And Consideration Accorded To Licensor. Licensor is entering one or more Emmy® competitions as described herein, as are other entrants and contestants. In connection therewith, Licensor desires that NATAS now license from Licensor, one or more audio-visual clips, clip “reels”, or clip “packages” (collectively, “Clips”; or, “Clip” in the singular number as the context may require or suggest). In exchange therefor, NATAS is according Licensor the consideration described at Paragraph 5 hereinbelow,

as good and valuable consideration herein acknowledged by Licensor. It is specifically understood that the following two (2) sequential stages of use by Licensee are herein contemplated:

(a). Full Judging Content On The Judging Platform. Licensor hereby accords to Licensee the limited right to transmit, exhibit, copy, and forward the Licensed Content — that is, the television work or works entered into the subject competition or competitions, in their respective full original lengths as entered in each case (collectively, the “Full Judging Content”) — for use on Licensee’s password-protected digital judging platform (“Judging Platform”) so as to enable Emmy® competition judges to review the Entry. While the Full Judging Content may be maintained by NATAS on its Judging Platform indefinitely for the purpose of responding to challenges (if any) to the determination of the judges, on the other hand no right is hereby accorded to NATAS to broadcast the Full Judging Content as opposed to (in each case) an excerpt thereof of typically thirty (30) seconds in length (collectively, the “Broadcast Excerpt”) as authorized pursuant to the provisions of Subparagraph 2.(b)., Paragraph 3, and Paragraph 4 hereinbelow.

(b). Broader Uses Of The Broadcast Excerpt. Licensor hereby accords to Licensee the right to use the Broadcast Excerpt of each Clip for the broader purposes indicated in Paragraph 3 and Paragraph 4 hereinbelow. Notwithstanding the foregoing, however, Licensee has no affirmative obligation to actually use the Broadcast Excerpt in the Program, for broadcast purposes or otherwise.

(c). Licensor’s Obligation To Identify The Broadcast Excerpt. It is the strict responsibility of Licensor and not Licensee to carefully identify the Broadcast Excerpt within the Full Judging Content, through use of time-coding or whatever additional or other technological means may be requested by Licensee. Licensor holds Licensee harmless for any errors which Licensor may make in identifying and carefully circumscribing the Broadcast Excerpt, pursuant to the representations and warranties set forth in Paragraph 8 and the indemnity provisions of Paragraph 10 hereinbelow.

(d). Supplementary Production Materials. As part of an Entry, Licensor may provide supplementary audio-visual, digital, and other elements for ceremony production purposes (“Supplementary Production Materials”), such as network logos, program logos, production company logos, performer photographs, program theme music, and sound recordings or other recordings. Except as may be specifically determined otherwise, Supplementary Production Materials are not included and are not considered in competition judging processes but shall nevertheless be deemed wholly incorporated into the Broadcast Excerpt as defined at Subparagraph 2.(a). hereinabove and as licensed herein.

3. Use Of The Broadcast Excerpt In The Program. Licensor agrees that use of the Broadcast Excerpt licensed herein includes use during the Term and in the Territory, if elected by NATAS, in connection with and included in the production, transmission, broadcast, and telecast on platforms selected by NATAS as follows:

For Use In Licensee’s Program Titled: **The 45<sup>th</sup> Annual Sports Emmy® Awards**  
(the “Program”).

For Use On The Transmission Date(s) Of: **May 21, 2024** (the “Transmission Date(s)").

The Program may be alternatively referred to by NATAS in promotional materials and for other purposes by omitting from its title the ordinal numeral (*e.g.*, “45<sup>th</sup> Annual”) associated with the production, or by substituting the calendar year (*e.g.*, “2024”), or by substituting the “Emmys®” mark for “Emmy® Awards”. Licensed uses hereunder, if so elected by NATAS, include use in the Program, which is currently scheduled to be transmitted on digital platforms on the Transmission Date, as well as an unrestricted number of re-

transmissions and re-broadcasts on the original platform and other platforms, and assigned uses pursuant to the provisions of Paragraph 14 hereinbelow. NATAS reserves the right to advise Licensor if the Transmission Date or platforms change, by posting any such information to the NATAS Internet website currently located at: <https://theemmys.tv/>

4. Other Uses Included; Excerpts; Apps; Archives. Accordingly, Licensor hereby licenses to NATAS — and additionally to all NATAS licensees, sub-licensees, assignees, and other transferees pursuant to the provisions of Paragraph 14 hereinbelow (collectively, “NATAS Sub-Licensees”) — the irrevocable right and permission, if so elected by NATAS and the NATAS Sub-Licensees, to use the Broadcast Excerpt only in connection with the **45<sup>th</sup> Annual Sports Emmy® Awards**, its ceremony, the events and processes relating thereto, the contests and other competitions relating thereto, and for the other production, promotion, publicity, advertising, and marketing purposes as conducted or otherwise authorized by NATAS relating to the **45<sup>th</sup> Annual Sports Emmy® Awards**, including without limitation use on television, in software, hardware, digital templates, in “streaming”, on the Internet, on websites, in browsers, in social media, in applications (“[A]pps”, or “[A]pp” in the singular number as the context may require or suggest) such as the NATAS OTT (“Over The Top”) App and any other NATAS-owned or NATAS-licensed app, platform, or service account operated, managed, accessed, or otherwise used by NATAS, on all other platforms, in all other configurations, and in all other manners and media, worldwide, in perpetuity. Specifically, NATAS may use the Broadcast Excerpt in connection with advertising, publicizing, promotion, and other marketing of the Program and the **45<sup>th</sup> Annual Sports Emmy® Awards** and additionally for any review and archival purposes relating to the Program and the **45<sup>th</sup> Annual Sports Emmy® Awards**, at any time, in each case without any need of further consideration rendered to Licensor or any need for further consent from Licensor or any other person or entity. Without limitation to the foregoing, Licensor releases and discharges NATAS as against any claims for *droit moral* or “moral rights” in connection with any foreshortening, truncation, excerpting, sub-titling, close-captioning, translation, or other editing of any Clip or Licensed Content for the foregoing purposes, whether such rights are recognized in the United States or any other jurisdiction in the world. As defined herein, an “OTT App” is any app, platform, channel, or other product or service whereby a television product or other television-like material may be transmitted over the Internet or digitally otherwise.

5. The Sufficiency Of Consideration; Use Of The Clip. Licensor acknowledges that in exchange for the rights licensed by Licensor to NATAS hereunder, NATAS accords Licensor the opportunity to have the Entry judged and the Broadcast Excerpt potentially used in a Program comprised of Emmy® Awards, which are world-renowned — itself considered an opportunity of significant value to Licensor in the television and entertainment industries.

6. Term And Termination. Unless sooner terminated by NATAS, the term of this License (“Term”) shall commence upon the Entry Date, and shall extend and inure to the benefit of NATAS in perpetuity, it being understood that all further and future uses shall only be made in connection with the Emmy® Awards. NATAS may terminate this License for any reason or for no reason, upon written notice to Licensor pursuant to the provisions of Paragraph 16 hereinbelow. Additionally, NATAS may terminate this License and Licensor’s Entry *in toto* at any time for reason of Licensor’s breach of this License or violation of competition rules, upon written notice to Licensor pursuant to the provisions of Paragraph 16 hereinbelow.

7. Territory. The territory (“Territory”) is the broadcast, telecast, and transmission territory of the United States and its territories and possessions, Bermuda, and the entire remainder of the world and universe, including without limitation broadcasts, telecasts, and transmissions to United States armed forces around the world. “Territories and possessions” of the United States are herein identified as follows: American Samoa, Guam, United States Virgin Islands, Puerto Rico, and Northern Mariana Islands.

8. Representations And Warranties. Licensor further agrees as follows:

(a). Right To Contract. Licensor, as well as Entrant authorized to act on Licensor's behalf, each have the full, unrestricted, and unqualified right, power, authority, and permission to enter into this License and the corresponding competition, and the right, authorization, and permission to license the rights herein described.

(b). Consent Of Third-Parties. In connection therewith, Licensor has obtained the consent of all persons and entities depicted, named, identified, included, and otherwise referenced in the Broadcast Excerpt, by way of their appearance, ownership, rights, contributions, work product, and otherwise. No adverse third-party claims have been made on the Broadcast Excerpt or Licensed Content. Licensor foresees no objection by any third-party to the Entry or Licensor's licensing to NATAS of the rights described herein.

(c). No Violation Of Third-Party Rights. The Broadcast Excerpt does not and will not violate the right of privacy, right of publicity, or other personal, privacy, or proprietary rights of any person. The Licensed Content does not and will not constitute a libel, slander, trade libel, or other form of defamation of or as against any person, entity, or group, and does not and will not violate the proprietary or other rights of any entity otherwise.

(d). Originality, And No Copying. The Broadcast Excerpt and all elements thereof are and shall be original. They have not been copied in whole or in part by Licensor or by any other party from any other idea, work, or other material — except for material which is used pursuant to executed written license with a third-party ("Third-Party-Licensed Material"), or material which is in the public domain on a worldwide basis ("Public Domain Material").

(e). No Infringement. The Broadcast Excerpt does not and will not infringe upon any copyright, trademark, service mark, or any literary, dramatic, statutory, or common law rights of any kind, or any other form of intellectual property right of any person, entity, or group.

(f). Clearances. In accordance with the foregoing, the Licensed Content is hereby licensed by Licensor to NATAS free and clear of any claims, restrictions, or other encumbrances which would otherwise derogate from the rights licensed to NATAS hereunder. Specifically, Licensor is licensing rights to NATAS hereunder which are free and clear for their intended use by NATAS and the NATAS Sub-Licensees as below-defined, including without limitation any network or other platform which exhibits or otherwise transmits the Program, and any production entity which produces the Program. Licensor has obtained all required third-party authorizations, consents, releases, and clearances properly-executed (collectively, "Clearances") in connection with the proposed use of each Clip by NATAS authorized hereunder.

(g). Survival. The provisions of this Paragraph 8 shall survive any expiration or earlier termination of this License if occurring.

9. Copies Of Clearances; Additional Documents. The Parties further agree as follows:

(a). Clearances. If at any time NATAS reasonably requests same, Licensor shall provide NATAS with full and complete copies of all Clearances.

(b). Third-Party-Licensed Material, And Public Domain Material. In the event that NATAS raises any inquiry to Licensor regarding Third-Party-Licensed Material or Public Domain Material, Licensor shall furnish such documentation and information relating to same as may be reasonably requested by NATAS.

(c). Supplementary Materials. Additionally, Licensor will execute and deliver to NATAS, if ever requested, such other and further supplementary information, documents, and other materials (collectively, “Supplementary Materials”) in such manner or manners and at such times as NATAS may hereafter reasonably request to re-confirm the rights and permissions licensed herein, including without limitation any United States Copyright Office (USCO) registrations and recordings and any certificates of assignment, if any.

(d). Claims And Legal Concerns. NATAS does not expect to request copies of Clearances or Supplementary Materials under normal circumstances, save for situations in which: (i) a third-party claim is made or threatened on a Clip or Licensed Content; or (ii) NATAS concludes, upon written notice to Licensor, that there may be one or more specific and articulable legal concerns about a Clip or Licensed Content or its or their intended use hereunder.

10. Licensor Indemnity Of NATAS, NATAS Sub-Licensees, And Other NATAS Affiliates. Licensor hereby releases, discharges, indemnifies, defends, and holds harmless NATAS and all NATAS Sub-Licensees — and additionally all NATAS chapters, lessors, lessees, predecessors, successors, and other affiliates, its and their parent, sister, and subsidiary companies and organizations, and the agents, associates, contractors, directors, employees, executives, managers, members, officers, trustees, vendors, and other representatives of each (collectively, “NATAS Affiliates”) — from and against any and all actions, allegations, assessments, awards, causes of action, costs, damages, decisions, demands, expenses (including reasonable attorney’s fees), injuries, judgments, lawsuits, litigations, losses, penalties, proceedings, rulings, settlements, suits, other liabilities, and other claims of any kind or nature whatsoever which may be asserted, borne, incurred, suffered, or otherwise materialize in any way at any time as arising out of or otherwise in connection with Licensor’s violation of the provisions of this License or otherwise relating in any way to Licensee’s use of a Clip or Licensed Content hereunder.

11. Licensor Owns All Entrant Material. NATAS understands and acknowledges that Licensor is and shall remain the sole owner of all copyrights, trademark rights, service mark rights, and all other intellectual property rights and other rights in and to the Entrant Material, Clips, Full Judging Content, Broadcast Excerpts, and the Licensed Content generally.

12. NATAS Reserves All NATAS Rights. However, Licensor specifically acknowledges the NATAS ownership and control of:

- (a). The Name. The name “The National Academy of Television Arts and Sciences”.
- (b). The Acronym. The acronym “NATAS”.
- (c). The Emmy Mark(s). “Emmy”<sup>®</sup> and “Emmys”<sup>®</sup>.
- (d). The Statue And Statuette. The pictorial representations of the “Emmy”<sup>®</sup> statue and statuette.
- (e). The Program. The Program.

Licensor shall make no claim whatsoever to any NATAS property or to the property of any NATAS Sub-Licensee or NATAS Affiliate for any reason, irrespective of any expiration or earlier termination of this License if occurring.



13. Timing. The rights in Licensed Content shall be deemed licensed hereunder upon the Entry Date.

14. Assignment And Delegation. NATAS may assign any of its rights and/or delegate any of its obligations hereunder, with or without written notice to Licensor. However, Licensor may neither assign any of its rights nor delegate any of its obligations hereunder, without the express prior written permission of NATAS rendered by NATAS, if at all, on a case-by-case basis.

15. Choice Of Law, Venue, And Forum. This License shall be governed by the laws of the State of New York without reference to New York's conflict-of-law principles. Any action to enforce the provisions of this License shall be commenced within the State of New York, County of New York, City of New York, and Borough of Manhattan.

16. Notices. Notices under this License shall be directed by hand, or by internationally-recognized overnight-mail or express-mail courier (that is, by UPS, FedEx, or USPS express-mail), to the Parties, at the address indicated at the top section of this License hereinabove, for NATAS, and at the address indicated on the Entry, for Entrant. In addition: (a) NATAS may furnish notices to Licensor at Licensor's last-known address; and (b) any NATAS notice to Licensor shall be deemed sufficient if e-mailed to the e-mail address which the Entrant indicates in and during the entry-process of the subject competition.

17. Risk Of Transit. NATAS assumes no risk of transit in relation to any Entry, Entrant Material, Licensed Content, Clips, Broadcast Excerpts, or any notices hereunder. Specifically, NATAS assumes no responsibility for material which Licensor may elect to route *via* U.S. Mail. Accordingly, NATAS cannot assure Licensor of timely receipt or timely consideration thereof by NATAS. It is Licensor's sole responsibility to ensure the timely receipt by NATAS of any paid Entry, of notices, and of any other material forwarded for Emmy<sup>®</sup> competition purposes or any related purposes.

18. Additional Documents. The Parties further agree as follows:

(a). Competition "Rules & Procedures" Govern. For all competition matters, including without limitation those competition matters not specifically addressed by this Entry License, the competition's published "Rules & Procedures" for the calendar year in which it is held ("Competition Year") shall govern. By executing this Entry License, Entrant and Licensor hereby reaffirm that they have read and agreed to those "Rules & Procedures".

(b). Third-Party Submitters. In the event that NATAS deems Entrant to be a "Third-Party Submitter" as defined in the published "Rules & Procedures", NATAS may thereupon elect to require that an additional license agreement be executed by an "Entrant Representative" as also therein defined, upon further written notice to Entrant.

(c). Master Agreements, If Any. In the event that a fully-executed master agreement ("Master Agreement") concerning the subject matter of this Entry License exists as between NATAS and Licensor covering the Competition Year, then in such case any provisions of the Master Agreement in conflict with the provisions of this Entry License (if any) shall supplant and supersede the so-corresponding provisions of this License, with the unaffected provisions of this Entry License (if any) remaining extant and unchanged thereby.

(d). Full Understanding. Subject to the foregoing, this Entry License contains the full understanding of the Parties concerning its specific subject matter for the Competition Year.

(e). Amendment. Subject to the foregoing, this Entry License may only be modified, if at all, by a further written agreement or amendment executed by and between the Parties.

**IN WITNESS WHEREOF**, this Entry License has been duly executed by Entrant and Licensor on the date indicated hereinbelow.

**UNDERSTOOD, ACCEPTED, AND AGREED:**

Company name: \_\_\_\_\_ (“Licensor”)

Print name: \_\_\_\_\_ (“Entrant”)

Sign name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

