



28th Annual Screen Actors Guild Awards® Satellite & Telco Transmission Usage Agreement

This is a binding legal document. Please read it carefully. If you are executing this agreement on behalf of a legal entity, you represent and warrant that you have the right and authority to enter into this Agreement on behalf of that entity.

In consideration of being granted access to the satellite and/or telco transmission feed of the 28th Annual Screen Actors Guild Awards® (“SAG Awards Ceremony”), and subject only to the final approval of Screen Actors Guild Awards, LLC (“SAG Awards”), the executing entity and individual (collectively, “you”) hereby enter into the following Satellite & Telco Transmission Usage Agreement with SAG Awards:

1. **Satellite and/or Telco Feed.** SAG Awards will provide access instructions for a satellite and/or telco feed of the SAG Awards Ceremony for the sole and exclusive purpose of providing legitimate news reporting of the SAG Awards Ceremony. Access may be revoked at any time by SAG Awards with or without cause, and SAG Awards shall have no liability to you whatsoever should SAG Awards revoke such access. It is agreed that you must take all reasonable measures to maintain the confidentiality and security of satellite and telco feed access information, and you shall not provide such information to any other person or entity.
2. **Safety Protocols.** The parties agree that the SAG Awards Ceremony will be subject to public health authorities’ guidelines and recommendations, as well as any venue and/or COVID-19 production restrictions (“COVID-19 Related Restrictions”). You agree to comply with all COVID-19 Related Restrictions. SAG Awards will provide notice of any COVID-19 Related Restrictions or protocols applicable to your outlet, provided however that SAG Awards’ failure to provide copies of any COVID-19 Related Restrictions promulgated by a public health agency and generally available to the public at large (for example, if a mask or vaccine mandate is in place as of the date of the SAG Awards Ceremony), shall not be a breach of this Agreement and shall not excuse you from Compliance.
3. **Telecast/Streaming/Exhibition.**
 - a. Interviews are the only material which may be streamed live over the internet from the Red Carpet Arrivals Area. SAG Awards does not provide interview material via satellite or telco. You must obtain interview material from your own credentialed outlet or affiliate.
 - b. Only authorized outlets may telecast or stream live from the Red Carpet Arrivals Area.
 - c. In consideration being granted permission to telecast, stream or otherwise exhibit video footage or still photography from the Red Carpet Arrivals Area and/or and inside the media complex, you agree to the following terms:
 - i. All video cameras and audio equipment must be controlled by an operator who has expressly agreed to the terms of this agreement. Unmanned video cameras, audio equipment or “web cams” are not permitted unless pre-authorized in writing;

- ii. Unless otherwise agreed in writing the only footage that may be telecast, streamed or otherwise exhibited from the Red Carpet Arrivals Area are: (i) interviews from your assigned red carpet area and/or your host, reporters or expert stand-ups or analysis; (ii) footage of talent posing for fashion video cameras and/or still photographers in front of the photo bleachers; and (iii) footage from pre-authorized "pool" cameras. All other footage is prohibited (e.g. miscellaneous footage and/or audio recordings of guests).
 - iii. Audio/video personnel including operators, producers or talent "wranglers" ("A/V Personnel") are not permitted to stand on the red carpet. If A/V Personnel are working with a platform crew, they must remain on the platform or on the steps leading up to the platform at all times. If A/V Personnel are working with a crew on the media line they must remain behind the hedges at all times.
- d. Inside the media complex:
- i. Still photography is only permitted from fixed assigned positions in the General Photo Room unless previously authorized in writing;
 - ii. No individual outlet video coverage is permitted unless previously authorized in writing;
- e. You agree that the telecast, streaming or other exhibition of any unauthorized footage shall be deemed a material breach of this Agreement and that SAG Awards, in its sole discretion, may confiscate any and all cameras or other devices capable of recording, telecasting, streaming, or otherwise capturing and/or disseminating footage in the event of such breach and may revoke your access to the satellite and/or telco transmission feed. You hereby waive any and all claims or demands of any kind for any damages occurring as a result thereof. You further agree that it would be extremely difficult to determine or affix the actual damages sustained by SAG Awards arising out of a breach of this Agreement and that \$25,000.00 (US dollars) is a reasonable estimate of such damages.
- f. You agree to indemnify Screen Actors Guild-American Federation of Television and Radio Artists ("SAG-AFTRA") and SAG Awards against any and all claims which may arise as a result of your breach of this agreement, including but not limited to, breach of contract claims by third parties.

3. **Definitions.** For purposes of this agreement, the following terms are defined as set forth in this paragraph:
- a. "SAG Awards Clips" means any motion picture or live action footage or audio recording of a portion of the telecast of the SAG Awards Ceremony, including individual frames of such footage and still images derived from such footage (commonly referred to as "screen grabs");
 - b. "Stills" means any still photograph (whether on film or digitally captured) taken in connection with the SAG Awards Ceremony but not extracted or produced from the telecast of the SAG Awards Ceremony, except "SAG Awards Stills";

- c. "SAG Awards Stills" means any still photograph, image, or graphic provided by SAG Awards, expressly including (but not limited to) photographs, images, or graphics downloaded from the SAG Awards website or the SAG-AFTRA website;
- d. "Recordings" means any motion picture or live action footage or audio recording taken in connection with the SAG Awards Ceremony other than materials encompassed within the definition of "SAG Awards Clips" as set forth in subparagraph (a) above.

4. **Intellectual Property.**

- a. You acknowledge that as between you and SAG Awards, SAG Awards is the sole and exclusive owner of all rights, including copyright, relating to the telecast of the SAG Awards Ceremony, and particularly any SAG Awards Clips (including "screen grabs") and that SAG Awards is the sole and exclusive owner of all rights, including copyright, relating to any SAG Awards Stills or is providing them to you pursuant to a license from the sole and exclusive owner.
- b. **Limited License.** You are hereby granted a nonexclusive, nontransferable temporary license to broadcast and/or display SAG Awards Clips (including "screen grabs") and SAG Awards Stills from the SAG Awards Ceremony beginning upon the first airing of the Show on Sunday, February 27, 2022, through 11:59 p.m. PST on Tuesday, March 29, 2022 subject to the following restrictions:
 - 1. SAG Awards Clips and/or SAG Awards Stills may be used only for legitimate news reporting on television, in newspapers and periodicals, and on the internet. SAG Awards Clips and/or SAG Awards Stills may be used only for legitimate news reporting which refers to: (i) the SAG Awards Ceremony as an event, (ii) SAG-AFTRA as an organization, or (iii) specific achievements for which an individual has been nominated for or awarded a Screen Actors Guild Award. SAG Awards Clips and/or SAG Awards Stills may not be used for any purposes other than those stated herein;
 - 2. No more than thirty seconds (00:30) of any individual SAG Awards Clip may be used;
 - 3. The aggregate length of all clips used in an individual program may not exceed two minutes (02:00);
 - 4. With respect to SAG Awards Stills except (i) graphics and (ii) any image of THE ACTOR[®] statuette, you are permitted to crop or resize the image, but may not distort the content or otherwise manipulate the image; you may only resize (and not crop or otherwise manipulate or distort) (i) SAG Awards Stills that are graphics and (ii) any image of THE ACTOR[®] statuette;
 - 5. Any display, exhibition, broadcast, or use of SAG Awards Clips and/or SAG Awards Stills must be prominently accompanied by the legend: "Courtesy of the 28th Annual Screen Actors Guild Awards[®]"
 - 6. The sale or distribution of any SAG Awards Clips and/or SAG Awards Stills from the SAG Awards Ceremony or any SAG Awards event (e.g. nomination ceremony, behind-the-scenes,

Question & Answer sessions, rehearsals, Red Carpet Arrivals) for any non-news reporting purpose or sale to the general public is strictly prohibited.

- c. Any license granted to you hereunder expires at 11:59 p.m. PST on Tuesday, March 29, 2022. No use of SAG Awards Clips or SAG Awards Stills may be made after that time without the additional express written consent of SAG Awards, for which compensation may be required. Such requests should be addressed to awardspr@sagawards.org and include the outlet information, specific clips requested, the proposed purpose of the clip use, clip length and usage dates. The parties agree that any use whatsoever of these materials after the expiration of the license granted hereunder constitutes a material and serious breach of this agreement, for which substantial damages and/or injunctive relief will be warranted.
- d. THE ACTOR statuette is both a registered trademark and copyrighted intellectual property of SAG-AFTRA. Any use of the name or statuette is strictly regulated, and published images of THE ACTOR must bear prominent notice of SAG-AFTRA's ownership. You hereby acknowledge and agree that you have read and understood SAG-AFTRA's regulations, governing the use of its trademarks and intellectual property, including but not limited to THE ACTOR and that agree to comply with those regulations which are incorporated herein by reference. A complete copy of said regulations is posted on the Screen Actors Guild Awards website at www.sagawards.org.

5. **Restrictions on Use of SAG Awards Clips, Recordings, Stills and SAG Stills.**

- a. You expressly agree, irrespective of copyright ownership:
 - 1. not to use or authorize others to use any SAG Awards Clips, Recordings, Stills, or SAG Awards Stills in any manner that would constitute a violation of any law or applicable collective bargaining agreement;
 - 2. that any SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills, as used in your program or on your outlet, shall not disparage, defame or reflect unfavorably upon SAG-AFTRA, SAG Awards, and/or any person depicted in the SAG Awards Clips, Recordings, Stills, or SAG Awards Stills or otherwise associated with SAG-AFTRA or SAG Awards;
 - 3. not to sell, distribute, license, or otherwise transfer any Stills or Recordings from the SAG Awards or any SAG Awards event (e.g. nomination ceremony, behind-the-scenes, Question & Answer sessions, rehearsals, Red Carpet Arrivals) for any purpose other than legitimate news reporting purposes and that the sale of Stills or Recordings to the general public is strictly prohibited;
 - 4. you will not permit any other person or entity to make use of any SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills in any manner that violates this Section 5.
- b. To the extent that your use of any SAG Awards Clips, Recordings, Stills, or SAG Awards Stills is pursuant to the grant of a license in Section 4(b) above, that license is expressly conditioned on your compliance with this Section 5. Any failure to strictly comply with these restrictions shall void such license *ab initio*.

- c. You agree that any transfer of rights (including, but not limited to, any sale or license) in any SAG Awards Clips, Recordings, Stills or SAG Awards Stills shall be subject to the terms of this Agreement, generally, and this Section 5, specifically, and that you will clearly inform any transferee of the restrictions set forth herein.
 - d. You agree to promptly notify SAG Awards of any actual or suspected breach of the terms of this Agreement or of any improper or unauthorized use of any SAG Awards Clips, Recordings, Stills, or SAG Awards Stills, and to take all reasonable further steps requested by SAG Awards to prevent, control or remedy any such violation.
 6. **Reporting on SAG Awards Security Measures is Expressly Prohibited.** You agree not to report on any SAG Awards security measures in any medium. Any failure to strictly comply with this restriction may result in both immediate and future revocation of access.
 7. **Third Party Authorizations.** You will obtain and be solely responsible for all required authorizations, clearances, consents, licenses, and releases necessary for your use of the SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills, including without limitation:
 - a. consents from all performers and persons who appear in and/or rendered services in connection with the SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills;
 - b. consents from any and all unions and/or guilds to the extent any of their respective members performed and/or rendered services in or in connection with the SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills, including without limitation, AFM, SAG-AFTRA, DGA, and WGA;
 - c. if music is in the SAG Awards Clips or Recordings, any music synchronization, master use and performing rights and/or licenses from the owners of the music.
- Nothing in this agreement grants you the right to use, display, or broadcast clips of motion pictures (including but not limited to theatrical films, television programs, and commercials) broadcast as part of the SAG Awards without separately obtaining all required clearances, consents, licenses, and releases, for which you are solely responsible.
8. **No Warranty.** You agree and acknowledge that SAG Awards has not made any warranty or representation whatsoever, express or implied, with respect to the SAG Awards or any SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills, or your use of them.
 9. **Securing Footage.** You agree to take all reasonable steps to maintain the security of any SAG Awards Clips and SAG Awards Stills obtained or possessed by you within the scope of this Agreement, including but not limited to physically securing the footage, film, and/or data, and employing technology to assure that unauthorized reproduction, transfer, or use of such material is prevented, particularly with respect to any broadcast, display, or other use made on the internet.
 10. **Indemnification.** You expressly assume any and all obligations of any nature whatsoever, arising from or relating to your obtaining possession of and making use of the SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills. You further agree to defend, indemnify and hold harmless Screen Actors Guild-American

Federation of Television and Radio Artists, Screen Actors Guild Awards, LLC, Avalon Harbor Entertainment Inc., Turner Network Television, its parent, subsidiary and affiliated companies, its owned and affiliated stations, and each of their respective officers, directors, agents, representatives, employees, volunteers, successors, and assigns, from and against any and all losses, actions, claims, demands, liabilities, damages or costs (including reasonable attorney's fees) of any kind or nature whatsoever which may arise out of or in connection with your use of the SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills, your breach of this agreement, the availability or unavailability of any SAG Awards Clips, Recordings, Stills and/or SAG Awards Stills, and your access to the SAG Awards or any part thereof.

11. The parties agree that time is of the essence of this agreement, and the grant and expiration of license periods shall be strictly construed and enforced.
12. If you are executing this Agreement on behalf of an entity, you represent that you have the right and power to execute this Agreement on the entity's behalf. You agree that you shall be fully responsible for any breach of this Agreement by any individual, including, but not limited to, any employee, agent, independent contractor or representative of the contracting entity. You agree to provide any such individual with copies of this Agreement upon such individual's request. You also agree that if SAG Awards makes available any summary of the rights and responsibilities under this agreement you will provide copies of that summary to any individual representing you or the contracting entity.
13. **Dispute Resolution; Choice of Law.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration before a sole neutral arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Venue in any arbitration hereunder shall be in Los Angeles County, California. The parties expressly agree that any breach of the provisions of this Agreement with respect to the permissible use of SAG Awards Clips, Recordings, Stills, SAG Awards Stills, and/or SAG-AFTRA and/or SAG Awards intellectual property, including trademarks and copyrights, will result in significant, immediate, and irreparable harm to SAG Awards, and therefore injunctive relief shall be available in addition to damages for any breach of the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, SAG Awards may seek to enforce its rights with respect to the protection of its intellectual property rights hereunder, including through injunctive relief, in state or federal court located in California and you hereby accept the exclusive jurisdiction of such courts. This Agreement will be governed and construed in accordance with the laws of the State of California, without regard to conflicts-of-law rules.
14. **Miscellaneous.**
 - a. This Agreement constitutes the entire understanding and agreement of the parties, and may not be modified or amended except by written instrument executed by the parties. The parties represent that they are authorized to enter into this agreement on behalf of themselves and any employer, if applicable.
 - b. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs, representatives, successors-in-interest and assigns. No breach of any provision hereof may be

waived except in writing. Waiver of any other breach of the same or similar provision shall not constitute a general waiver of any provision hereof.

- c. Neither party shall be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, acts of war, terrorism, weather, fire, explosions, floods, earthquakes, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, and dangerous conditions that pose a threat to either party's personnel.
- d. Headings in this Agreement are inserted for convenience of reference only and shall not be used in the construction or interpretation of this Agreement.

15. This agreement is final and binding as soon as it is executed by both You and SAG Awards. By responding to the message containing this Agreement with an email indicating your consent to be bound, you thereby execute and agree to be bound by the terms of this agreement. SAG Awards will subsequently notify you by electronic transmission or mail (including, but not limited to facsimile transmission or electronic mail) when SAG Awards approves your request thereby executing this Agreement and becoming bound to its terms. **Until you receive such notification from SAG Awards, this agreement is not fully executed and you have no rights whatsoever under the Agreement. Any display, broadcast, reproduction, exhibition, or use of any covered materials is strictly prohibited until you receive notice of SAG Awards' execution of this Agreement.**

AGREED & ACCEPTED:

(Company Name)

SCREEN ACTORS GUILD AWARDS, LLC

By: _____
(on behalf of the Company and myself)

By: _____

Its: _____

Its: _____

Date: _____

Date: _____