



TO: UNITED STATES AND CANADA TELEVISION AND RADIO NETWORK AND STATION
GENERAL MANAGERS AND NEWS DIRECTORS

FROM: NICK TROTTA, VICE PRESIDENT, GLOBAL MEDIA PROGRAMMING & LICENSING

DATE: MARCH 27, 2024

RE: IMMEDIATE NEWS USE OF MAJOR LEAGUE BASEBALL GAME/EVENT VIDEO AND AUDIO
HIGHLIGHTS; LICENSE REQUIRED FOR ALL OTHER USES

We take this opportunity to notify you of current Major League Baseball policies regarding the use of video and audio excerpts from the copyrighted game and event telecasts and broadcasts presented by the Office of the Commissioner of Baseball and the 30 Major League Baseball Clubs on MLB Network, FOX, FS1, Fox Deportes, ESPN, ESPN2, ESPN Deportes, ABC, TBS, TNT, Apple TV+, ESPN Radio, Univision Radio, Rogers Sportsnet, Rogers Radio, TSN, RDS, TVA Sports, and other national and local telecast rightsholders (including broadcast, cable, satellite and online) and radio networks and stations. This advisory applies to all exhibition, Spring Training, regular season, All-Star Week and postseason game and event highlights to be used by any television or radio network or station in the United States and Canada. **Please provide a copy of this letter and attached license to each member of your organization responsible for compiling, producing or otherwise exploiting Major League Baseball game/event highlights.** A copy is also available on-line at <http://www.mlbpressbox.com>.

As has been the case, certain rights to use video and audio highlights of Major League Baseball game (including related pre-game and post-game on-field activities) and event telecasts and broadcasts (“Highlights”) in immediate news reporting continue to be granted without charge, subject to the terms and conditions outlined in this correspondence and the attached “Conditions for Immediate News Use of Major League Baseball Game/Event Video and Audio Highlights in the United States & Canada” (“Conditions”).

The attached Conditions apply universally, absent changes authorized by a Major League Baseball Club (“Club”), MLB Advanced Media, L.P. (“MLBAM”) or the Office of the Commissioner of Baseball (the “BOC”), as applicable, pursuant to a license and payment therefor. Please note that a Club may grant Highlights use rights greater than those permitted herein only within *its* Home Television Territory and only with respect to *its* local telecasts and radio broadcasts. If a network or station desires to make use of Highlights or any other video or audio shot in a Major League Baseball ballpark or other Major League Baseball venue (“MLB Footage”), other than as authorized in the attached Conditions (or by any written Club authorization), it must license the same from the BOC or MLBAM (as provided in Paragraph 8 or 10 of the attached Conditions, as applicable). No network or station is authorized to exceed the terms of the attached Conditions unless it has secured an express license to do so from an authorizing Club, the BOC or MLBAM, as the case may be.

The rights of a Club rightsholder with respect to its local coverage of any Major League Baseball game pursuant to an agreement between that rightsholder and the applicable Club will be governed by the terms of that agreement. However, the attached Conditions do apply to a Club rightsholder’s use of Highlights that is not expressly authorized pursuant to any such agreement with a Club. Any entity’s on-site coverage of a Major League Baseball game/event that it is not licensed to broadcast pursuant to any such agreement is further subject to conditions and restrictions specified in connection with the issuance of credentials or a Club or Major League Baseball issued location agreement.

For copyright purposes, we advise you, pursuant to title 17 U.S.C., subsection 411(b), that Major League Baseball entities record each game/event broadcast simultaneously with its transmission and own the copyrights therein. Those entities will continue to take the action they deem necessary to protect these copyrights.

It is of considerable importance to all Major League Baseball entities that their copyright rights and the rights granted to their telecast and radio rightsholders be respected. We believe these policies protect those rights while allowing networks and stations meaningful news use of Highlights. We will not hesitate, however, to take appropriate action in the event of any unauthorized use of Highlights. Please be advised that we regularly monitor the use of Highlights and utilize various technologies to verify compliance with the attached Conditions.

Please note that Highlights must not be sold, traded, stored, archived, retained, transmitted or distributed to any entity, via any media, other than as authorized in the attached Conditions, without first obtaining specific permission in writing from the BOC or MLBAM as provided in Paragraph 10 of the attached Conditions.

Your continued cooperation is appreciated. For all requested uses of MLB Footage other than for immediate news purposes as permitted herein, please contact me directly at Nick.Trotta@mlb.com.

CONDITIONS FOR IMMEDIATE NEWS USE OF MAJOR LEAGUE BASEBALL GAME/EVENT VIDEO AND AUDIO HIGHLIGHTS IN THE UNITED STATES & CANADA

1. For purposes of these Conditions for Use of Highlights (“Conditions”), Highlights shall mean video and audio highlights of a Major League Baseball game (including related pre-game and post-game on-field activities) or other event in which Major League Baseball controls the grant of highlights use rights (e.g., Home Run Derby and All-Star Red Carpet Show) that are aired in connection with any telecast, radio broadcast or stream of such game or event (whether distributed via over-the-air, cable, satellite, telephone fiber or other off-line or online medium). To qualify as licensed under these Conditions, Highlights may be used only as items of immediacy in regularly scheduled television or radio news programs (as may be defined from time to time by Major League Baseball) aired no later than 36 hours after the completion of that game/event.
2. Highlights licensed hereunder derivative of a Major League Baseball Club (“Club”) local distribution of a game must not be used until after the final out of that game. However, each Club may permit, via separate written authorization, the airing of Highlights from its local game broadcasts prior to the conclusion of those games, but only by networks and stations within such Club’s Home Television Territory.
3. Highlights derivative of a national game/event distribution (e.g., MLB Network, FOX, FS1, Fox Deportes, ESPN, ESPN2, ABC, TBS, TNT, Apple TV+, ESPN Radio, Rogers Sportsnet, Rogers Radio, TSN, RDS or TVA Sports) must never be used until that game/event is completed. For clarity, this paragraph applies to all national game/event telecasts and broadcasts, including Spring Training, exhibition and regular season games, All-Star Week games and events (which include the All-Star Game, Home Run Derby, All-Star Futures Game, All-Star Celebrity Softball Game, All-Star Red Carpet Show and the All-Star Selection Show), First-Year Player Draft and Wild Card, Division Series, League Championship Series and World Series games.
4. Highlights licensed hereunder must not be used in any program format other than immediate news reporting. This specifically prohibits, without limitation, uses in “Play of the Day/Week/Month” features, uses in “Bloopers/Great Plays” show segments, daily, weekly or monthly Highlights compilations and/or programming specials. In addition, Highlights licensed hereunder must not be used for any commercial purpose and no sponsor or other third-party association with such Highlights is permitted.
5. For use made pursuant to these Conditions, Highlights from any one game/event must not exceed two (2) minutes, and Highlights from all games/events must not exceed five (5) minutes within any continuous hour of news programming.
6. Visual (for television) or aural (for radio) “courtesy” credit must be given for a duration of at least three (3) seconds to the appropriate Major League Baseball entity, followed by its television or radio rightsholder, while the Highlights used pursuant to these Conditions are telecast (e.g., “Courtesy Boston Red Sox/NESN” or “Courtesy Major League Baseball/FOX”) or immediately after the Highlights are used on radio (e.g., “Courtesy Colorado Rockies/KOA Radio”).
7. All copyrights, proprietary interests and other incidents of ownership in and to the Highlights (and any derivative works) shall remain vested in the applicable Major League Baseball entity. The rights granted under this license are limited to the rights controlled by Major League Baseball entities. Recipient is solely responsible for determining what additional licenses, clearances, consents and releases, if any, must be obtained.
8. Any off-line use of Highlights outside of the licensed uses permitted under these Conditions (including uses in excess of the two (2) minute/five (5) minute restrictions in Paragraph 5, uses outside the 36-hour window described in Paragraph 1 or uses in program formats other than immediate news reporting) must be negotiated separately with either an authorizing Club (if for Highlights from that Club’s local game distributions only, and for use solely within the Home Television Territory of such authorizing Club) or with Major League Baseball Advanced Media, L.P. (“MLBAM”) (contact Nick.Trotta@mlb.com).
9. In no event may any logo, trademark, advertisement or other graphic be superimposed, “burned-in” or otherwise incorporated in any Highlights without prior written permission from MLBAM. Additionally, no Highlights may be altered or modified (including magnifying a portion of a visual image or otherwise changing, substituting or distorting an audio or visual element) without prior written permission from MLBAM.
10. Highlights cannot be sold, traded, stored, archived, retained, transmitted, performed or distributed via any on-line media (including the Internet, any mobile applications including those for tablets and or smartphones, and or any other means of interactive communication) without first obtaining specific permission in writing from MLBAM (contact Nick.Trotta@mlb.com). Highlights must not be sold, traded, stored, archived, retained, transmitted or distributed to any entity via any other medium, other than as authorized herein, without specific permission in writing from MLBAM.
11. Highlights must not be used in such a manner as to denigrate Major League Baseball, any Major League Baseball entity (including the Clubs), their players or officials, or the sport of baseball.

12. In consideration for the license granted hereunder, recipient agrees, upon the request of MLBAM, to provide to MLBAM at recipient's cost with a video or audio recording (as the case may be) of any program that incorporates Highlights as authorized herein and hereby consents to MLBAM's use of excerpts from any such program.
13. MLBAM may withdraw permission or modify these Conditions at any time on immediate notice.
14. These Conditions will be governed by and subject to the laws of the State of New York applicable to disputes arising within that State. Any court of competent jurisdiction sitting within New York County, NY will be the exclusive jurisdiction and venue for any dispute arising out of or relating to these Conditions.
15. Recipient's use of Highlights from Major League Baseball games/events absent a superseding written license constitutes acceptance of these license terms.