

**FOR REFERENCE ONLY**, to apply please use the applicable series application link on the IMSACompetitors.com Encore portal or contact [registration@imsa.com](mailto:registration@imsa.com)

The license granted in the Entrant Agreement for in-car footage shall be subject to the following 2019 Entrant In-Car Footage Terms and Conditions.

## 1. TERMS OF USE.

A. All materials developed in connection with the Project, including, without limitation, the Project itself, which utilize the Footage, must be approved in writing in advance by IMSA; however, such approval shall not relieve Entrant of any of its obligations in accordance with the terms and conditions herein, including, but not limited to, the obtainment of clearances. IMSA's failure to approve or disapprove in writing such submitted materials within ten (10) business days of receipt shall be deemed a disapproval.

B. Live streaming of Footage from IMSA-sanctioned events is expressly prohibited and any such streaming shall require a separate license from IMSA in its sole discretion.

C. Unless separately licensed from IMSA (which may include additional fees), neither the Footage nor Project shall be used for any commercial purpose, including, without limitation, to promote any third-party product or service.

## 2. LIMITATIONS.

A. IMSA shall have the right to immediately terminate all or part of the license granted hereunder, without prejudice to any other rights it may have, whether under the provisions of this Agreement, in law, in equity or otherwise, upon written notice to Entrant at any time if (i) Entrant fails to comply with this agreement or any of the terms and conditions and fails to cure this default within ten (10) days of written notice from IMSA; (ii) should Entrant attempt to grant or grant a sublicense or attempt to assign or assign any right or duty under this Agreement to any person or entity without the prior written consent of IMSA; or (iii) the Footage (or any portion thereof) is used in a manner that is not approved or that is disapproved by IMSA.

B. Entrant agrees to furnish IMSA with a copy of the completed Project in DVD or other mutually agreed upon digital format.

C. This is the only use authorized under this Agreement. ALL RIGHTS RESERVED. Any other use or display of Footage, including, without limitation, for paid admission purposes, commercial exploitation, resale, television transmission, copying, distributing, recasting, transforming, or adapting in any manner, in whole or in part, other than as herein stated, is strictly prohibited without prior written consent of IMSA.

D. In no event shall the Footage be used in or in connection with, or in any way related to, a lottery, game of chance or any other type of gambling or wagering activity or in any other manner detrimental to IMSA, its respective sponsors, IMSA-sanctioned races or related events, any participants therein, or auto racing generally.

E. IMSA is not granting to Entrant any right to use any trademark of IMSA and IMSA does not have, and is not granting to Entrant, any right to use any trademark, name, likeness, or other rights of any track, driver, team, sponsor or other individual appearing in the Footage for any purpose, including without limitation in connection with any product or service. In the event Entrant requires authorizations, consents, releases and approvals from all persons who appear or perform in the Footage, Entrant must obtain those permissions independent of IMSA. Entrant shall be responsible for any and all payments of monies due to any third party in connection with any use by Entrant of the Footage, including music license fees, on-air personalities' fees, guild and union payments, fees, and/or residuals. Accordingly, Entrant hereby agrees that it will not exercise the rights herein granted in any manner likely to suggest or constitute a direct or implied endorsement of any product or service by any such person or entity appearing in the Footage without a consent signed by each such person or entity, copies of which shall be delivered to IMSA on request. It is the sole responsibility of Entrant to obtain such rights and consents from all relevant rights holders.

F. Entrant shall make no alteration (including, by way of example only, any digital insertion, deletion or superimposition of content) to the Footage licensed hereunder without IMSA's prior written approval.

G. Under no circumstances shall any license and/or right herein granted be transferred, sublicensed, resold or assigned without IMSA's express prior written permission, which may be withheld for any reason. Any transfer or attempted transfer in

violation of this section shall be null and void, and constitute a breach of the Agreement. Upon expiration or termination of this Agreement, Entrant shall have no further right to use, and shall discontinue use of the Footage, whether individually or as part of the Project.

### **3. OWNERSHIP.**

A. IMSA may license or otherwise exploit or dispose of the Footage in any manner or medium it elects without restriction. Entrant acknowledges and agrees that IMSA is and shall be the owner of the Footage, and all copyright and other rights (including moral rights), and that any rights (including copyright) that Entrant may have in the Project do not extend to any portion or aspect of the Footage, or any derivative works thereof (as defined in Section 101 of the Copyright Act), or to any other works of authorship or intellectual property contributed by IMSA. Other than the copyright ownership thereof and the right to enter into this Agreement, IMSA makes no representations or warranties of any kind, express or implied, with respect to the Footage or Entrant's use thereof.

B. Entrant agrees to assist in the protection of the copyright in and to the Footage, and that any copyright applied for that affects the Footage shall be procured for IMSA's benefit. If Project allows, Entrant will cause to appear on the initial appearance of Footage in the Project "Courtesy International Motor Sports Association" and, if required by IMSA, "NBC" on the applicable broadcast partner. At the end of the Project or the production in which the Footage is contained the credit "Footage © International Motor Sports Association, LLC. All rights reserved." If Project is solely being used for advertising materials, then the aforementioned should be listed on the slate for the Project

### **4. INDEMNIFICATION.**

Entrant agrees to defend, indemnify, and hold harmless IMSA, and its affiliates, subsidiaries, shareholders, directors, officers, sponsors, representatives, employees and agents of each of them, and any racetrack, race competitor, race-related sponsor, or any other third party at the event (each individually an "Indemnitee" and all collectively the "Indemnitees") from and against any and all claims, damages, and expenses, including, but not limited to, reasonable attorney's fees and legal costs of defense, arising from, related to, or any way connected with (a) any breach by Entrant of any term stated herein; (b) any violation of the proprietary interests (including the trademarks, copyrights, and rights of publicity) of any third party; (c) the libel or defamation of any third party; and/or (d) any other act or omission of Entrant or its agents, employees, or representatives in connection with or pursuant to this Agreement; provided, however, that Entrant shall not be obligated to indemnify or hold harmless an Indemnitee if the claim against such Indemnitee arises out of the Indemnitee's gross negligence or intentional act. Each Indemnitee shall have the right to retain its own counsel, in which case reasonable attorney's fees for such counsel shall be paid by Entrant as part of its indemnification obligation hereunder. This obligation shall survive termination or expiration of the Agreement

### **5. NOTICES.**

All notices required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by overnight courier, addressed to the other party as follows: if to the Entrant, to the address set forth above; if to IMSA, to the following address: Attn: Helen Pardee, One Daytona Blvd, Daytona Beach, FL 32114-1243, with a courtesy copy (which shall not constitute notice) sent to IMSA, Attn: Legal Department, International Motorsports Center, One Daytona Blvd., Daytona Beach, Florida, 32114, or to such other address as either party may provide to the other in accordance herewith.