



TO: WORKING MEDIA

FROM: NAISMITH MEMORIAL BASKETBALL HALL OF FAME

DATE: AUGUST 11-12, 2011

SUBJECT: **POLICY FOR ONLINE USE BY MEDIA**

Set forth below are the terms and conditions which govern the online use of the following elements on the websites of those news media organizations (“Authorized Media Organizations”) that are authorized by the Naismith Memorial Basketball Hall of Fame (“**HOF**”) to access the HOF museum, venues that are controlled by HOF or at which HOF-related events take place (collectively, “**HOF Venues**”): (i) video and/or audio excerpts of interviews, press conferences and other content gathered at such HOF Venues, other than at the HOF Enshrinement Ceremony (collectively, “**Non-Enshrinement Content**”); and (ii) photographs of HOF-related events gathered at HOF Venues (“**HOF Photos**”).

**Non-Enshrinement Content:**

1. Under no circumstances may Non-Enshrinement Content include any video and/or audio footage shot at any HOF Enshrinement Ceremony.
2. Non-Enshrinement Content may only be used for news reporting and other editorial purposes.
3. Subject to the exception for press conferences set forth below, no more than two (2) minutes of Non-Enshrinement Content may be made available online to end-users per day.
4. Press conferences may be streamed live and re-exhibited (subject to the 72-hour limitation set forth below).
5. Non-Enshrinement Content (other than press conferences as set forth above) may not be streamed or otherwise transmitted on a live basis.
6. Non-Enshrinement Content may not be made available online for more than 72 hours after it is first posted, and in no event may Non-Enshrinement Content be posted or otherwise stored in any archive available online to end-users after such 72-hour period.
7. No sponsorship or advertising may be used in a manner that implies any association between any advertiser and the HOF, Hall of Fame Properties, LLC (“**HOF**”) or any Non-Enshrinement Content.

8. Where commercially practicable, Non-Enshrinement Content must be geo-blocked so that it is only made available in the United States and Canada.
9. Use of Non-Enshrinement Content must be accompanied (on the primary website page on which the Non-Enshrinement Content is located) by links back to [www.hoophall.com](http://www.hoophall.com) and [www.nba.com/halloffame/2011](http://www.nba.com/halloffame/2011).
10. The limitations on Non-Enshrinement Content shall not be construed to limit “stand-up” reports from HOF Venues by Authorized Media Organizations that do not include Non-Enshrinement Content.

**HOF Photos:**

1. HOF Photos may only be used for news reporting and other editorial purposes.
2. No sponsorship or advertising may be used in a manner that implies any association between any advertiser and the HOF, HOFP or the HOF Photos.
3. Photo galleries shall be limited to a reasonable number of HOF Photos.
4. HOF Photos may not be included in photo galleries that may be viewed in a high-speed sequential manner so as to approximate video.

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The above terms and conditions are in addition to those set forth in any media credential issued to Authorized Media Organizations. Any violation of these terms and conditions may result in revocation of the violator’s HOF media credential, denial of access to HOF Venues and/or subject the violator to any other remedy available to HOF.

The rights granted by this policy may not be assigned or otherwise transferred in any manner without the prior written consent of HOF.

Any use of Non-Enshrinement Content or HOF Photos at times and/or in circumstances not expressly permitted by this policy, and any use of any HOF Enshrinement Ceremony footage, requires a separate license from HOF or HOFP, respectively.

Any online use of any Non-Enshrinement Content or HOF Photos shall constitute acceptance of these terms and conditions.