



## NCAA Championships Photography Terms & Conditions

Clarkson Creative is the official photographer for NCAA Championships, providing photography services for all 90 NCAA Championships. Getty Images are the NCAA's exclusive agent to market, promote, license and distribute all analog and digitized photographs of NCAA Championship events. Photos from the NCAA's championships are available to the general public via Getty Images at <http://on.ncaa.com/NCAAonGetty>.

### Photography License Terms and Conditions:

1. A photographer to whom the NCAA has issued a credential will have a limited, non-exclusive, and non-transferable license to take photographs of the Events, and to allow the media outlet or other news entity that engaged the photographer, to use such photographs for news coverage of the Events (including magazine stories) and other editorial purposes; provided, however, that not such use may create the impression, or otherwise suggest, that the photographer is sponsored or endorsed by, or are associated or affiliated with, the NCAA. An authorized photographer may not claim any relationship to, or endorsement by the NCAA, and may not use the NCAA's name, logos and marks, or any other proprietary designations thereof, in any manner and for any purpose, without the prior express written approval of the NCAA.
2. Neither the photographer nor the entity that engaged the photographer may sell photos (including digital copies) taken at the Events, whether for commercial or editorial purposes, without the NCAA's prior express written consent.
3. A credentialed photographer may take any number of photos on-site at the Event competition venue, provided that he/she does not interfere with play or related activities. From time to time, before or during the Event, the NCAA may impose additional restrictions regarding the time, manner, and place in which authorized photographers may take photographs during an Event.
4. An authorized photographer may not use Event photographs to market or advertise the photographer's services.
5. The NCAA may modify these terms and conditions at any time in its sole discretion. The NCAA shall provide notice of any such modifications to authorized photographers, and following notice, such modifications shall be binding upon all authorized photographers.
6. The NCAA may revoke a photographer's right to take photographs at an Event and/or to sell Event photographs at any time and for any reason, including failure to abide by these terms and conditions.

7. Photographers understand the inherent risk of taking photographs and otherwise being in close proximity to athletic contests and irrevocably waive any and all liability stemming from injury and/or property damage in conjunction with his/her attendance at an Event.
8. Photographer agrees to indemnify, defend and hold NCAA and its affiliates, officers, employees, successors and assigns harmless from and against any and all claims, demands, suits, liability, losses or damages, including amounts paid in settlement, judgments, costs and expenses, including reasonable counsel fees and disbursements, which may be made against or suffered or incurred by each such party as a result of any use of any photographs and otherwise with respect to the photographer's activities at an Event and the results and proceeds thereof.
9. Nothing herein is intended to create an agency, employment, partnership, or joint venture relationship between the NCAA and the photographer. Neither party is an affiliate of the other, shall have the authority to act for or bind the other, and shall make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship.

*You may direct questions regarding NCAA Championship photography to Nate Flannery, Director of Digital, Championships and Alliances, [nflannery@ncaa.org](mailto:nflannery@ncaa.org) by phone at 317/917-6523.*

### **2021 Championship Stipulations:**

***A note to hosts, local organizing committees and NCAA championship staff:*** These additional stipulation are for your use should you decide to hire an official photographer at an NCAA tournament event when NCAA Photos is not present. NCAA Photos (also known as Clarkson Creative Photography) will be on site for the final day of competition, unless otherwise specified and is the official photography partner of the NCAA. An additional photographer may be hired by NCAA staff, hosts and local organizing committees to shoot additional rounds/days and ancillary events, if the staff so chooses. For those instances, it is necessary to have the hired photographer(s) comply with all terms and conditions in this document.

*If you are interested in hiring NCAA Photos for additional coverage, please contact Jamie Schwaberow, the Director of NCAA Photos at [jschwaberow@ncaaphotos.com](mailto:jschwaberow@ncaaphotos.com) or 303.295.7770.*

1. Any photographer hired for additional coverage must supply 10-15 fully captioned Courtesy Handout Images within 2 hours of the completion of the event to be shared with member institutions, media and the NCAA. These images should include key moments and star athletes. Member institutions and media publishers will have editorial usage only and cannot redistribute, sell or license the photos to anyone else. For captioning details, please contact Jamie Schwaberow of NCAA Photos ([jschwaberow@ncaaphotos.com](mailto:jschwaberow@ncaaphotos.com)).
2. The Courtesy Handout Images will also need to be uploaded to the NCAA Digital Media Hub. For uploading instructions, please contact Jamie Schwaberow of NCAA Photos ([jschwaberow@ncaaphotos.com](mailto:jschwaberow@ncaaphotos.com)).

3. The NCAA reserves the right to host these photos on their permanent archive <http://archive.ncaaphotos.com> and their licensing partners website, [gettyimages.com](http://gettyimages.com).
4. Host institutions are not required to have a photographer when NCAA Photos is not on site.