

## **MEDIA POLICIES AND PROCEDURES**

(effective August 2018)

# <u>Credentials for SECTION VII events are issued for working media only and should be requested as early as possible. All credential requests are subject to review.</u>

#### I. GENERAL

The media member assumes all risk and danger incidental to the sport he or she is covering, as well as any risk or danger reasonably foreseeable while on the grounds covering the event, including but not limited to being struck by balls, players who may go out of bounds, etc. and releases SECTION VII, its employees, officers, directors, site host, sponsors, players, volunteers from any and all liabilities resulting from injuries or personal property loss occurring before, during, or after actual play or while on the tournament site.

#### II. PROVIDING INFORMATION TO THE MEDIA

a. Tournament brackets for each level of each NYSPHSAA event in team sports will be posted on the NYSPHSAA website as soon as it is available. All sites and times are subject to change.

# III. POLICY FOR PHOTOGRAPHY, FILM, VIDEO, AND AUDIO AT SECTION VII-SPONSORED EVENTS

a. Copyright/Ownership Rights. Unless otherwise agreed to in writing by SECTION VII, SECTION VII is the owner of the rights to and the copyright holder of all SECTION VII audio-visual work, which includes all still photographs taken of SECTION VII Championship events, all film, videotape and audiotape of SECTION VII Championship events and the live audio and visual broadcasts of SECTION VII Championship events. Still photography, filming, videotaping, and audio recording is prohibited at SECTION VII Championship events, except as expressly and specifically authorized by SECTION VII. All video, broadcast, and title rights for SECTION VII Championship events are the exclusive property of SECTION VII. The selling or redistribution of photographs, film, videotape and audiotape from SECTION VII Championship events for personal or commercial gain is strictly prohibited with the express written permission of SECTION VII. Discovery of any unauthorized distribution will result in the revocation of credentials.

#### b. Participating Schools.

- i. Effective with the 2018-19 school year, ONE (1) representative of participating schools in team sports, which are defined as: Boys and Girls Soccer, Girls Volleyball, Football, Competitive Cheerleading, Ice Hockey, Boys and Girls Basketball, Baseball and Softball, are authorized to take still photographs at SECTION VII Championship events so long as the representative is recommended by the participating school's principal or athletic director. The representative will be required to receive the proper credential from SECTION VII PRIOR to the scheduled contest involving their school. The credential will only be valid for the game(s) involving the representatives school and must be returned following the conclusion of the contest.
- ii. Representatives of participating schools will be provided with an area for videotaping their contest. These tapes are to be used ONLY for review by the school coaching staff and team. The tapes MAY NOT be used for public viewing, fundraising, or internal broadcasting. Videotaping by participating schools may be limited in some sports. ALL videographers MUST get approval from the SECTION VII office AT LEAST 48 hours prior to the scheduled contest. The request MUST come from either the participating school's principal or athletic director. All videographers are required to submit to SECTION VII one copy on DVD of the videotaped contest.
- iii. Under no circumstance may still photographs or video, in full or in part, be used for any commercial purpose, unless authorized by, and a rights fee has been paid to, SECTION VII.

# c. Media.

- i. Members of the media are authorized, without paying a fee, to take still photographs and take short film, video and audio clips of SECTION VII Championship events for print and electronic news coverage.
- ii. Under no circumstance may still photographs, films, videos, or audio tapes, in full or in part, be used for any commercial purpose, unless authorized by, and a rights fee has been paid to, SECTION VII.
- iii. The media outlet may not air a total of more than THREE (3) minutes of footage.
- iv. Unless otherwise authorized by SECTION VII, videotape or film taken at any SECTION VII Championship event shall be used for the sole purpose of sharing excerpts thereof as a part of a regularly schooled sports or news program and for no other reason.
- v. The media outlet will not lend, give away, or sell the film or videotape, in whole or in part, except only for the purposes hereinabove specifically set forth and/or such cases as SECTION VII requests for use by SECTION VII.

# d. Spectators.

- i. Individual spectators **may be allowed** to personally take still photographs at SECTION VII Championship events, for strictly personal use only.
- ii. Under no circumstance may still photographs, films, videos, or audio tapes, in full or in part, be used for any commercial purpose, unless authorized by, and a right fee has been paid to, SECTION VII.
- iii. Any still photography, videotaping, filming, and audio taping shall be conducted from spectator areas. No one will be allowed in the playing area.
- iv. In no event may a spectator interfere with a game play or violate this policy and SECTION VII reserves the right to ask any spectator to leave the game in the event they violate this aforementioned policy.
- e. Internet Real-Time Policy.

- i. Unless otherwise authorized by SECTION VII, live video and/or audio is strictly prohibited for use on a website.
- ii. Video may be shown as part of a single, non-archived, online 'simulcast' of a television station's regularly-scheduled news program.
- iii. Each credential holder has the privilege to blog or tweet updates during a contest through their media outlet. The use of live video/digital images is not permitted. This includes any type of streaming through mobile phones (including apps), laptops, tablets, and other electronic devices.
- iv. Should any of these conditions be breached, SECTION VII reserves the right to immediately revoke the credential and have the media outlet removed from the SECTION VII Championship event premises. SECTION VII may also choose to revoke the media organization's credentials to cover any future SECTION VII Championship events.
- **f.** <u>Flash Photography</u>. The use of electronic flash equipment, other than a strobe flash, is prohibited at all indoor SECTION VII Championship events. SECTION VII and officials covering a SECTION VII Championship event reserve the right to have strobe flashes removed from indoor SECTION VII Championship events at their discretion.
- g. Media areas. Credentialed members of the media may shoot from designated areas at SECTION VII Championship events. The presence of any type of photographer (video or still) in the bench area for all sports is strictly prohibited and no media personnel shall communicate in any way with persons in the team area or coaching box. In no event should any member of the media interfere with game play and SECTION VII reserves the right to revoke a credential at its sole discretion if it believes the media member is interfering with the game.
- h. <a href="Press Table/Press Box">Press Table/Press Box</a>. For those who possess an official SECTION VII Championship media credential, all media areas will be accessible with the credential visible at all times. Unprofessional conduct or 'cheerleading' in the working news media area at SECTION VII Championship events shall not be permitted. Children are not permitted in the working news media area without written permission from SECTION VII. All media areas will be maintained to offer a working atmosphere conducive to productivity and concentration. Violation of this regulation may result in loss of credentials and removal from the news media area.
- i. <u>No Review</u>. Still photography, films, videos or audio tapes may not be used to review decisions of game officials at any live SECTION VII Championship event.

### IV. CREDENTIALING POLICIES AND PROCEDURES

#### a. General.

- i. Requests for media credentials for each SECTION VII Championship event must be submitted via email or online, prior to the deadline established for the event. All media credential requests must be made by the media organization's sports director, sports editor, publisher, and/or other department head.
- ii. SECTION VII Championship event media credentials will be issued to accredited media agencies. Credential requests from the following approved media agencies will be reviewed: Newspapers (daily, weekly, monthly), magazines, television stations, internet sites, radio stations and radio networks.
- iii. Media who cover multiple SECTION VII Championship events throughout the school year

- may request season-long credentials beginning on August 1 and continuing through September 30. All requests for year-long credentials MUST be made via the online submission form on the SECTION VII website.
- iv. All SECTION VII season-long credentials are valid <u>ONLY for SECTION VII Championship</u> <u>preliminary, quarterfinal, semifinal, and final contests</u>. For regular season, it is at the discretion of the host school whether to honor the SECTION VII media credential.
- v. The issuance of all media credentials, either season-long credentials or individual tournament credentials, is at the sole discretion of the SECTION VII staff. Submission of a credential request does not guarantee a representative a media credential. All requests will be reviewed and must be approved by SECTION VII staff. The SECTION VII staff will notify any individual whose request has been denied.
  - 1. A history of prior attendance to previous events does not guarantee approval or waive any requirements.
  - 2. All requests received will be considered on an individual basis and approved or denied based on verifying the applicants are a bona fide media agency.
- vi. Media representatives who receive credentials to a SECTION VII Championship event must be on assignment for a specific media organization. Credential requests for freelance photographers, freelance reporters, correspondents or stringers must be submitted on their behalf by the media organization for which they are working. Credentials will not be provided for: head and/or assistant coaches intending to photograph, parents or any other family member of athletes participating in a SECTION VII Championship, recruiting or scouting services, advertising personnel, including directors, managers, and account executives.
- vii. Unless otherwise approved in writing by SECTION VII, credentials will not be issued to commercial photographers.
- viii. Credentials and/or complimentary tickets for spouses, friends, etc. of news media representatives will not be provided. Individuals who attend an event with a credentialed news media representative will be required to purchase a ticket.
- ix. Only those representatives whose requests are submitted by the advertised deadline and are approved will be issued credentials. Late requests will not be guaranteed procession. Credentials must be picked up at the entrance to the event. Media representatives who possess the SECTION VII Championship season-long credential are required to check- in at the entrance upon entering the venue. Proper photo identification will be required prior to picking up an individual's credential.
- x. Out-of-state media organizations must have a circulation area that includes the community of a participating school and must have covered that school throughout the regular and post season. All other out-of-state media organizations must explain the necessity for their coverage of the SECTION VII Championship event.
- xi. Media credentials to a SECTION VII Championship event are issued for the sole purpose of

identifying and providing complimentary admission and special access to representatives who have a legitimate working function in connection with the event. Credentials are non-transferrable and may be used only by those representatives to whom they are issued. Any media organization that wishes to change the name(s) of its credentialed representatives may do so in writing to SECTION VII staff prior to the event. Unauthorized use, sale or other transfer of a credential will subject the bearer to removal from a SECTION VII Championship event, revocation of the credential, and the indefinite denial of credentials to future events.

xii. Credentials, once issued, remain the property of SECTION VII, and are subject to revocation and confiscation at the discretion of the SECTION VII Executive Director and/or his/her designees. Grounds for revocation and confiscation of a credential include, but are not limited to, misuse, abuse and/or transfer of the credential to anyone other than to the person who the credential is issued. Any media outlet whose representative has a credential revoked for any reason is subject to being denied credentials to future SECTION VII Championship events.

#### b. Acceptance conditions:

This working credential is issued for the sole purpose of providing facility access to a representative of an accredited media organization recognized by SECTION VII who has a legitimate working function in connection with this SECTION VII Championship event. It is nontransferable. Any unauthorized use of this credential subjects the bearer to ejection from the facility and/or his/her organization to forfeit future privileges. Issuance and use of this credential is subject to the following conditions:

- 1. This credential shall be used solely for news and editorial coverage (bona-fide news purposes) of this SECTION VII event.
- 2. Any use of news and editorial content or photographs/electronic images for entertainment and commercial purposes and not for bona-fide news purposes is strictly prohibited without prior written consent of the SECTION VII. The selling of news and editorial content or photographs/electronic images is exclusive to SECTION VII and/or any other company so designated by SECTION VII.
- 3. The accredited media organization and bearer shall indemnify, defend and save harmless SECTION VII, its officers, agents, employees and each of its member schools, their officers, agents and employees, from and against any and all expenses, lawsuits, damages, costs and liabilities (including reasonable attorneys' fees and expenses) incurred by, arising from, or in connection with: the unauthorized use of news and editorial content or photographs/electronic images, whether such unauthorized use is by the bearer, the accredited media organization designating the bearer to use the credential on its behalf, or some third party to whom the bearer distributes news and editorial content or photographs/electronic images; any injuries resulting from acts or omissions by the bearer or some third party to whom the bearer directly or indirectly distributed news and editorial content or photographs/electronic images any cameras, wires, cables, computers, telephones or any other equipment brought to the premises by the bearer, or the

use of any news and editorial content or photographs/electronic images or any other matter other than coverage of this SECTION VII event.

- 4. Irrevocable permission is granted to SECTION VII and its assignees to utilize the bearer's voice, image and likeness in connection with any broadcast, other recording or print reproduction of the event without compensation.
- 5. Bearer assumes all risk and danger incidental to this SECTION VII event, whether occurring prior to, during or after the event, and releases SECTION VII and all agents thereof from any and all liabilities resulting from such event.
- 6. This credential is the property of SECTION VII and may be revoked at any time at the sole discretion of SECTION VII and will automatically terminate if any term hereof is breached. In cases deemed unique by SECTION VII, these policies and any other SECTION VII media policies may be amended. The accredited media organization and/or bearer that breaches the conditions of use of this credential is subject to legal liability as well as all costs incurred in enforcing the terms of these conditions including but not limited to reasonable attorneys' fees.
- 7. Acceptance of this credential constitutes agreement by the bearer and his or her organization to abide by the foregoing conditions, other SECTION VII media policies, as well as guidelines established for the conduct of media representatives at this SECTION VII event.

#### c. Accredited Media Agencies.

#### i. Newspapers

- 1. Credentials will be provided to photographers and/or reporters.
- 2. Requests for credentials must come from the newspaper's sports editor, or other department head as defined above.
- 3. Credential requests for freelance photographers, freelance reporters, stringers, correspondents, and/or stringers must be made by the sports editor/department head prior to the advertised deadline.

#### ii. Radio Stations.

- 1. Radio stations providing a live audio broadcast of the SECTION VII Championship Event MUST fill out and sign the SECTION VII Radio Broadcast Agreement AND pay any associated rights fee(s) prior to the start of the scheduled contest they wish to broadcast.
- 2. A radio station providing a live audio broadcast is responsible for any additional fee(s) outside of any associated rights fee(s). Such fee(s) include but are not limited to venue-specific fees: phone line fees, internet access fees, data fees. Any additional venue-specific fees will be outlined prior to a radio station signing the SECTION VII Radio Broadcast Agreement.
- 3. Stations who are broadcasting a SECTION VII Championship event will be issued TWO (2) media credentials. Radio stations must identify: the game they are broadcasting, the school(s) they are covering, the name(s) of the individuals requesting credentials, and whether or not an internet stream will be available.

#### iii. Television Stations.

1. Credentials will be provided to videographers and/or reporters.

2. Television stations wishing to do a live feed during a regularly-scheduled news program, should contact SECTION VII at least 24 hours prior to the scheduled program to ensure that any technological needs can be met by the venue, and any additional station personnel are properly credentialed.

#### iv. Internet Sites/Magazines.

- 1. Requests for credentials for internet sites/magazines covering a specific tournament MUST be submitted no later than two (2) weeks in advance of the SECTION VII Championships event to allow the SECTION VII staff time to review the site/magazine and its content to determine credibility.
- 2. Requests will be considered on an individual basis and will be issued at the discretion of SECTION VII.
- 3. The following guidelines will be used when reviewing an internet site credential request:
  - Internet sites must update news content daily with unique and original content, and have a demonstrated record of sustained coverage of high school sports.
  - b. Internet sites must have a unique registered domain name ending in one of the recognized extensions (.com, .cc, .edu, .net, .org).
  - c. Internet sites must furnish, upon request, certifiable traffic numbers from an established auditing firm (i.e. Nielsen), or from its service provider. Hit counters on web pages will not fulfill this obligation. The following information may be requested: the average number of 'page views' by each visitor; and the name and telephone number of the auditing firm or service provider to discuss and ensure accuracy of the numbers.
  - d. Commercial for-profit internet sites will not be issued credentials.
  - e. Paid membership-only sites will not be issued credentials.
  - f. Internet sites intending to merely report information already available on the SECTION VII website will not be issued credentials.
  - g. Internet sites with no vested interest in the SECTION VII Championship event will not be issued credentials
  - h. Due to limited space, Internet sites may be limited to a maximum of two (2) credentials for any individual SECTION VII Championship event.

#### d. <u>High School Student Photography/Journalism</u>.

- i. Request(s) for student photographers, and/or student-media, including but not limited to school newspapers, school television stations, school magazines, and internet websites affiliated with a participating school or team MUST come from an academic advisor, athletic director, and or district superintendent.
- ii. Request must be made at least 48 HOURS prior to the scheduled start of the contest.
- iii. Request must be made in writing on school and/or district letterhead to the SECTION VII Executive Director
- iv. All requests will be reviewed upon receipt.
- v. SECTION VII has the right to limit the number of credential(s) available for any contest.

vi. Student photographers, and/or student media, as defined above must remain in designated areas.

#### e. SECTION VII Media Credentials will not be granted to:

- i. Any advertising personnel, including directors, managers, and account executives.
- ii. Coaches intending to photograph
- iii. Individuals/organizations whose main purpose is to market photos on the internet, to schools, or individuals.
- iv. Walk up requests.
- v. Recruiting or scouting services.
- vi. Administration, principals, booster club members, presidents, vice presidents, general managers, managers, marketing managers, marketing representatives, public relations, promotions, accounting, graphic designers, or engineers.
- vii. Editors of 'in-house' or personal newsletters or personal web logs (blogs).
- viii. Freelance writers/reporters, freelance photographers/videographers, commercial photographers, correspondents, stringers who are not affiliated with an accredited news agency.
- ix. Anyone whose principal purpose for attending SECTION VII State Championships, is, in our judgement, for reason other than generating news coverage of the event of its participants.

#### f. Special Requests.

SECTION VII reserves the right to issue additional credentials to certain media organizations that submit special requests with SECTION VII. Such decision to issue additional credentials will be at SECTION VII's sole discretion.

# V. TELEVISION/RADIO/INTERNET BROADCASTING

#### a. Television.

- i. NFHS Network is the official broadcast partner of the SECTION VII.
- ii. Television stations wishing to provide a live video broadcast of a SECTION VII Championship event, which includes ANY contest following sectional tournament play, MUST contact the SECTION VII Executive Director AT LEAST 5 (FIVE) DAYS PRIOR TO THE CONTEST.
- iii. Schools wishing to provide a live video broadcast of a SECTION VII Championship event, as defined above, must contact the SECTION VII Executive Director.
- iv. Rights fees are associated with broadcasting of any kind.

# b. Radio.

i. For credentialing procedures regarding radio, refer to 'ii. Radio Stations' under 'IV. Credentialing Policies and Procedures'.

- ii. Radio stations wishing to provide a live audio broadcast of the semifinals and/or finals of a SECTION VII Championship event MUST contact the SECTION VII Executive Director at least 48 hours prior to the scheduled contest.
- iii. Radio stations must download, complete, and return a signed SECTION VII 'Official Radio Broadcasting Contract.'
- iv. Any associated rights fee(s) contained in the 'Official Radio Broadcasting Contract' must be paid to SECTION VII prior to the start of the scheduled contest, unless other written authorization has been granted by SECTION VII.
- v. If a radio station wishes, they can provide an on-line link to the audio stream for publication by SECTION VII on the SECTION VII website and SECTION VII social media.

#### c. Internet.

- i. NFHS Network is the official internet broadcast partner of the SECTION VII, which includes live video streaming of SECTION VII Championship events beginning with the first round of sectional tournament.
- **ii.** Corporations and/or organizations, including participating schools, wishing to provide a live video stream over the internet of a SECTION VII Championship event must contact the SECTION VII Executive Director.
- iii. Corporations and/or organizations, including participating schools, wishing to provide a live audio broadcast of a SECTION VII Championship event should download, complete, and either fax or scan and email back the SECTION VII Championship Internet Broadcast agreement at least 24 hours prior to the scheduled contest they wish to broadcast.
- **iv.** For credential purposes regarding internet broadcast personnel, the same credentialing policies and procedures for a radio station will be followed, which allows for MAXIMUM of TWO (2) credentials for organizations providing a live audio internet broadcast.

# VI. USE OF SECTION VII ORIGINAL VIDEO/STILL PHOTOGRAPHY

- **a.** Media organizations wishing to use any still photography or video provided on the SECTION VII social media networks and/or SECTION VII website may do so with proper courtesy.
- **b.** All still photography and/or video downloaded from SECTION VII social media networks and/or SECTION VII website may be used with 'Courtesy: SECTION VII'.
- c. Media may request any high-resolution copies of still photographs and/or video from SECTION VII social media networks and/or SECTION VII website by contacting the SECTION VII Executive Director.
- d. SECTION VII is not able to guarantee any special accommodations and/or requests from media organization, however every effort will be made to fulfill a request made at least 24 hours prior to the scheduled SECTION VII Championship event.

#### VII. SECTION VII LOGO

Media outlets are encouraged to use SECTION VII logos for use in their coverage. Please contact the SECTION VII Executive Director for a high resolution version of the logo should you require one. SECTION VII is the owner of trademarks, copyrights, and other proprietary rights. No rights are conferred to, or intended to be conferred to, or created on behalf of the media agency, for use of SECTION VII logos in any telecast, broadcast, transmission or recording.

# **MEDIA CONTACT INFORMATION**

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**Social Media Networks** 

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