

POLICY- MEDIA, INTELLECTUAL PROPERTY AND VIDEO RECORDING

Sec. 1) OWNERSHIP OF RIGHTS

- a) The intellectual property, corporate, broadcasting and media rights to all State championship rounds of the KHSAA postseason championships belong exclusively to the KHSAA, including titling agreements and sponsorships. No member school may approve or sign an agreement that includes rights to state contests (delayed or live). The KHSAA will be the sole provider of any webstreaming of KHSAA state championship play. The Commissioner is the manager of all State Championship play.
- b) The intellectual property, corporate, broadcasting and media rights to the postseason rounds prior to the state finals belong exclusively to the KHSAA, including titling agreements and sponsorships. No member school can sign an exclusive agreement for a postseason round (district, region, sub-section, section) without agreement between the schools and approval of the KHSAA Office including full compliance with the restrictions of the NFHS Network and the KHSAA participation in the network. The Commissioner is the manager of all rounds of other championship play, but in accordance with adopted Competition Rules, may designate a manager to assist at the local level. No streaming may be approved for any outlet without the payment of the requisite fee as mandated by the KHSAA / NFHS Network agreement, with the sole exception of a waiver for those schools participating in the School Broadcast Program of the NFHS Network. The fee schedule will be published annually by the Commissioner's office.
- c) The rights to regular season competition involving schools of the KHSAA belong to the KHSAA. Such rights shall, in the normal course of business, be assigned to the Principal of the member school for management. No member school shall sign an exclusive regular season agreement that would "Shut out" its opponent from any audio, video streaming or having the opportunity to do so.
- d) At all levels of competition during postseason play, control of media access and location at those contests is with the KHSAA. In general, the management of those rights may be assigned to the manager at the host KHSAA member school for the district, regional and sectional (semi-state) competition.
- e) At all levels of competition, including district, regional, sectional, and state competition in KHSAA sponsored tournaments and meets, managers are encouraged to make allowances for members of the television media to tape the contests at no charge to the media outlet, as long as the taping is for the sole purpose of newscast highlights.
- f) Entities desiring to tape the contest for delayed rebroadcast shall receive the permission of the event manager.
- g) At the state level, all negotiations for rights to a delayed broadcast, as well as any live telecast, shall be initiated with the Communications Director and Assistant Commissioner, and shall be approved by the Commissioner of the KHSAA.

Sec. 2) PARTICIPATING TEAMS VIDEO RECORDING AT KHSAA EVENTS

- a) At the discretion of the event manager, and if space is available and if such taping does not violate existing, acknowledged, written copyright protection or intellectual property agreements, participating teams in KHSAA events shall be allowed space, for the purpose of recording the contest.
- b) If space is deemed to be available, the tournament manager has the right to designate a specific area for the purpose of taping, and allow taping only in that area.
- c) It shall be solely the determination of the event manager as to space availability.
- d) The manager of all state final championships is the Association Commissioner.
- e) If the tournament manager deems that space is available, each participating school choosing to tape or film is required to sign a waiver indicating that the Association shall be held blameless for any and all liability to those parties involved in the taping, and that the school shall make no copies of the tape or film.

Sec. 3) FANS AND THE GENERAL PUBLIC VIDEO RECORDING (INCLUDING CONTINUOUS STREAMING) AT STATE

CHAMPIONSHIP EVENTS

- a) The Association shall allow for the taping of KHSAA sponsored competition by persons whose equipment is totally self-contained, is for personal use, shall not be duplicated and the equipment can be operated from the confines of the seat that the person occupies.
- b) However, at the discretion of the event manager, taping may be prohibited if attendance figures or ticket sales indicate that the allowance of taping would impose on the comfort and view of other paying patrons.
- c) No support equipment, i.e., electric power supplies, tripods, etc. shall be allowed.
- d) The determination as to space availability and other technical requests shall be solely to the discretion of the event manager.
- e) If space is deemed to be available, the tournament manager has the right to designate a specific area for the purpose of taping, and allow taping only in that area.
- f) All requests for tape and film space at levels below the state championships shall be directed to the event manager, and his or her decision as to space availability shall be final.

Sec. 4) ASSOCIATION TAPING PRIVILEGES

- a) The Kentucky High School Athletic Association reserves the right to tape any of its state championship rounds, and to make the tapes available in a reasonable amount of time and at a reasonable rate.
- b) The Association list of events to tape includes all championship events sponsored by the KHSAA.

Sec. 5) REGULAR SEASON VIDEO RECORDING PRIVILEGES

- a) During the regular season, when granted authority by the KHSAA, the local contest manager (member school Principal) must approve any video recording of the contest.
- b) Parties taping without permission of the member school will be in violation of KHSAA Bylaw 15, and shall be subject to penalty under Bylaw 27.