By accepting or using a ticket or a non-media credential (both of which are referred to herein as a “Ticket”) for access to any game or athletic event sponsored or hosted by the Southeastern Conference (the “SEC”) or by any one or more of its member institutions (herein an “Event” or the “Events”) each person and entity issued such a Ticket (herein referred to, along with any employer of each such person for which person is acting in connection with attendance at the Event, collectively as a “Bearer”) agrees to the following terms and conditions:

The Ticket is a personal license and may not be re-transferred or assigned. The license granted to Bearer shall automatically terminate if any term or condition for use of the Ticket is breached. The unauthorized use of the Ticket subjects the Bearer to ejection from the Event and prosecution for criminal trespass.

While within the Event venue, Bearer shall, at all times, adhere to the policies in place for the Event, abide by and respect access limitations, and accept and follow directions provided by the SEC or the SEC member institution(s) hosting the Event.

In the event that the voice, name or likeness of Bearer is included in any broadcast, telecast, photograph, film, video or other media of the sports event for which this Ticket provides admission, Bearer grants the SEC the non-exclusive, transferable, perpetual right and license to use (and to sub-license the use of) such voice, name and likeness in any media worldwide, whether now known or hereafter devised, for any purpose whatsoever including commercial and promotional purposes of the SEC, its member institutions and their respective licensees.

No Bearer may produce or disseminate in any form a “real-time” description or transmission of the Event (i) for commercial or business use, or (ii) in any manner that constitutes, or is intended to provide or is promoted or marketed as, a substitute for radio, television or video coverage of such Event. Personal messages and updates of scores or other brief descriptions of the competition throughout the Event are acceptable. If the SEC deems that a Bearer is producing a commercial or real-time description of the Event, the SEC reserves the right to pursue all available remedies against the Bearer.

Absent the prior written permission of the Southeastern Conference, game action videos of the Event may not be taken by Bearer. Photos of the Event may be taken by Bearer and distributed solely for personal use (and such photographs shall not be licensed, used, or sold commercially, or used for any commercial or business purpose).

Bearer agrees to indemnify and save harmless the SEC, its member institutions, and their respective agents, employees, directors, officers, student-athletes, coaches, and contractors, of and from any and all claims, liabilities, demands and causes of action (jointly “Claims”) arising out of any act or omission, or anything done or purported to have been done, by Bearer, including but not limited to Claims arising from Bearer’s breach of any term or condition hereof. With respect to any Claim that might give rise to liability of the Bearer as an indemnitor, the indemnified party shall: (a) have the right to fully participate in the litigation of such claim with
counsel selected by the indemnified party at the sole expense of the Bearer, and (b) not be obligated, without its consent, to participate in any settlement of such Claim.

Nothing in these terms and conditions authorizes or allows Bearer to use or to violate any of the trademarks, copyrights and other proprietary or intellectual property rights of the SEC or of its member institutions.

Bearer may not bring alcoholic beverages, bottles, cans or containers, laser pointers, irritants (e.g., artificial noisemakers), video cameras, strobe-lights or any type of weapon (or anything which the SEC or its member institution may deem a weapon) onto the premises of the Event. The SEC and its member institutions reserve the right to prohibit backpacks, large bags and similar items at the Event. Bearer consents to a search of his or her person and all items being carried onto premises of the Event. Bearer acknowledges and agrees that smoking may be prohibited at the Event.

Bearer assumes all risks incidental to each Event, whether occurring before, during or after the actual playing of the Event, and agrees that the SEC, its member institutions, and their respective agents, employees, directors, officers, student-athletes, coaches, and contractors shall not be liable for bodily injury, property damage or theft losses suffered or incurred by Bearer at the Event. Bearer understands that sports contests are physical, and that in the normal course of play it is possible for balls, players, or other objects to leave the court, track, course, or field of play and impact spectators. Bearer hereby waives and releases any and all Claims against the SEC and its member institutions arising directly or indirectly from any such injury, including those attributable to their negligence or that of their agents.

A Ticket may not be used for advertising, promotion (including contests or sweepstakes), or other trade or commercial purposes without the express written consent of the SEC or its member institution.

Bearer agrees that the Ticket constitutes nothing more than a revocable license to enter the Event and occupy the seat or location covered by the Ticket; that it is not a license with respect to any other event; and that it contains no guarantee or warranty of any kind. This right to enter and occupy a seat or location is expressly conditioned upon Bearer’s good behavior while on the premises of the Event, as otherwise set forth herein. Tickets reported as lost or stolen may not be honored and may not be replaced, and the price may not be refunded.

A change in the date, location and/or starting time of the Event shall not constitute a revocation or cancellation and shall not entitle Bearer to a refund of the purchase price of a Ticket.

No rights afforded Bearer may be assigned, transferred or otherwise conveyed to any organization, person, or entity, but these terms and conditions are binding upon any person or entity using a Ticket whether such use is authorized or not. Bearer voluntarily assumes all risk associated with the purchase of a Ticket from anyone other than the SEC, its member institution, or one of their designated agents.
If the SEC or the SEC member deems that a Bearer is violating the restrictions herein the SEC and the SEC member reserve the right to pursue all available remedies against the Bearer including but not limited to the revocation of the Bearer’s Ticket.