

No. 10-2627

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

Wisconsin Interscholastic Athletic
Association and American-HiFi, Inc.,

Plaintiffs-Appellees,

v.

Gannett Co., Inc. and Wisconsin
Newspaper Association,

Defendants-Appellants.

Appeal from a Judgment and Order of the United States
District Court for the Western District of Wisconsin
Case No. 09-CV-155-WMC
Hon. William M. Conley, Presiding

PLAINTIFFS-APPELLEES' SUPPLEMENTAL APPENDIX

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION and AMERICAN-HIFI, INC.**

Plaintiffs,

Case No. 09-cv-0155

v.

**GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,**

Defendants.

FIRST AMENDED COMPLAINT

Plaintiffs Wisconsin Interscholastic Athletic Association (“WIAA”) and American-HiFi, Inc. by and through their attorneys submit the following amended complaint for declaratory and other relief against Defendants Gannett Co., Inc. (“Gannett”) and Wisconsin Newspaper Association, Inc. (“WNA”) as follows:

INTRODUCTION

1. The WIAA organizes and sponsors statewide high school athletics tournaments that attract widespread public interest and media attention in Wisconsin and that play an important role in many participants’ athletic experience. Along with policies governing spectator and participant activities during these tournaments, the WIAA issues media guidelines in order to protect athletes, ensure smooth operation of the tournaments, and generate revenues through licensing. As a voluntary association, the WIAA largely depends upon revenue generated from its tournament events, including licensing the rights to broadcast or transmit these tournament games, in order to fund its operations and organize these tournaments.

2. Defendants in this action seek the absolute right to stream live action of WIAA-sponsored tournament games over the Internet and, subsequently, to post these WIAA-sponsored games on their websites, without obtaining a license or otherwise complying with the WIAA's media policies. Defendants have indicated that they will pursue legal action to protect what they believe to be their rights if the WIAA does not change its licensing policy.

3. In response to the threat of litigation, WIAA filed a declaratory judgment action in state court. Defendants removed the action to this Court and filed counterclaims seeking declaratory and injunctive relief against the WIAA's licensing and media policies. The WIAA has filed this amended complaint in order to focus the litigation on the only actual federal controversy. Accordingly, WIAA seeks a declaration that the WIAA has control over the right to transmit WIAA-sponsored tournament games, whether live or delayed, and that the WIAA has the right to grant an exclusive or non-exclusive license to transmit WIAA-sponsored tournament games and to otherwise require compliance with WIAA's reasonable media policies.

PARTIES

4. WIAA is a nonprofit, voluntary and unincorporated association with its principal place of business at 5516 Vern Holmes Drive, Stevens Point, Wisconsin 54481. Its members include public and private senior high schools, public and private middle and junior schools, statewide schools, specialty schools, and religious and independent schools in the State of Wisconsin. WIAA organizes and directs interscholastic athletic competitions and programs for the benefit of its members, the participating students, and the community and public at large.

5. American-HiFi is a Wisconsin corporation with its principal place of business at 501 Moravian Valley Road, Waunakee, WI 53597, and does business in part as When We Were Young Productions (WWWY). WWWWY has signed an agreement with WIAA to produce and

distribute WIAA-sponsored tournament events, including live streaming of tournament games over the Internet. WWY has been joined in this action as a necessary party in light of its interest in the subject of the litigation. *See* Exh. A.

6. WNA is a non-stock organization organized in the state of Wisconsin, with its principal place of business at 1901 Fish Hatchery Road, P.O. Box 259837, Madison, WI 53725-9837. WNA is an association of daily, weekly, and bi-weekly newspapers in Wisconsin whose members frequently report on Wisconsin high school athletics, including WIAA-sponsored tournaments.

7. Gannett is a Delaware corporation with its principal place of business at 7950 Jones Branch Drive, McLean, VA 22107. Gannett publishes newspapers across the United States, including 10 daily newspapers in Wisconsin and approximately 19 non-daily newspapers. Many of these newspapers frequently report on Wisconsin high school athletics, including WIAA-sponsored tournaments.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over WIAA's declaratory judgment claim pursuant to 28 U.S.C. § 1331 because substantial, disputed questions of federal law underlie Defendants' claim to possess the right to transmit WIAA-sponsored tournament games over the Internet and/or to post Internet streams of such tournament games on their websites without obtaining a license or otherwise complying with the WIAA's media policies. Through their attorneys, Defendants have written the WIAA claiming such a right under the United States Constitution. *See* Exhs. B & C. Furthermore, Defendants have filed counterclaims in this Court seeking relief under the United States Constitution and various federal statutes, including 42 U.S.C. § 1983. The WIAA disputes that any federal constitutional or federal statutory provision

grants Defendants such a right or bars the WIAA from establishing reasonable policies governing the transmission of the tournament events it organizes and sponsors.

9. As described in this Complaint, jurisdiction over WIAA's claim for declaratory relief is proper pursuant to 28 U.S.C. §§ 2201-2202 because an actual controversy exists between the parties regarding Defendants alleged right under federal constitutional and federal statutory law to transmit WIAA-sponsored games over the Internet. Defendants' threatened claims and actually asserted counterclaims allegedly arise under federal law, giving this Court the authority to declare the rights and legal relations of the parties.

10. This Court may exercise personal jurisdiction over Defendants because they conduct substantial business in this district and have consented to personal jurisdiction in this Court.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the conduct and events giving rise to the claims occurred in this judicial district.

STATEMENT OF FACTS

The WIAA and WIAA-Sponsored Athletics Tournaments

12. The WIAA seeks to organize, develop, promote, and administer an interscholastic athletic program in Wisconsin for the benefit of its member schools, the student athletes, local communities, and the public at large. To that end, the WIAA organizes regional, sectional, and state athletics tournaments for a wide variety of sports. The WIAA also publishes policies governing these competitions that seek to promote sportsmanship, protect athletes against exploitation, create opportunities for participation, and provide consistent standards for athletes, spectators, and the media.

13. The vast majority of public and private high schools in Wisconsin voluntarily belong to the WIAA and participate in many of its 25 separate athletics tournaments. Each of these tournaments provides important opportunities for participating athletes and generates significant interest among some members of the public, whether because of their relationship to participants or their general interest as spectators in the entertainment value of athletic competition. In particular, WIAA-sponsored football, basketball, and hockey tournaments generate widespread public interest and media attention throughout the state.

14. The organization, administration, and promotion of this athletics program requires significant funding. Although member dues provide some WIAA funding, revenue generated at WIAA-sponsored state tournaments through ticket sales and licensing fees constitutes the vast majority of the WIAA's annual budget. WIAA-sponsored football, basketball, and hockey tournaments play an especially important role in generating revenue: the widespread interest in these three tournaments generates significant gate receipts through public attendance, and the audience for media broadcasts of these three tournaments permits the WIAA to generate revenue through license fees on broadcasts of those games. Revenue from these three sports constitutes the majority of the WIAA's annual revenue stream.

15. Revenue received from these tournaments is used to fund WIAA operations, including the administration and organization of all 25 state tournaments and the leasing of facilities needed to hold the tournaments. The WIAA also transfers a portion of its tournament revenue to host schools who provide facilities or other necessities for certain phases of each tournament.

16. The WIAA has expended significant time, energy, and resources in developing, organizing, administrating, and promoting its WIAA-sponsored tournament events since 1896, or

more than one hundred years. Through consistent administration and promotion, including numerous awards ceremonies, publications, and other promotional opportunities surrounding the tournaments, as well as through the development of rigorous standards for athletics, spectators, and the media, WIAA-sponsored tournaments have grown into popular and successful events. WIAA-sponsored tournaments now involve thousands of student athletes and draw more than a million total paying spectators, in addition to the large number of spectators who view or listen to transmissions of tournament events.

17. The WIAA operates independently of the state Department of Public Instruction, and the WIAA does not remit tournament revenue to the DPI or any state general revenue fund.

18. In order to facilitate administration and control of tournaments and promote sportsmanship among coaches, athletes, cheerleaders, and fans, the WIAA publishes spectator and crowd conduct policies prohibiting offensive banners, excessively loud noisemakers, alcohol and tobacco products, and other potentially disruptive items or behaviors. Spectators and participants are expected to abide by these policies as a condition of entry or participation. *See* Exh. D.

19. Spectators may record live action from their seats on personal recording devices but may not make any commercial use of a recording without written consent of the WIAA.

WIAA's Media Policies

20. The WIAA has also published policies governing the coverage of WIAA-sponsored tournament games by the media, including newspapers, television, radio, and Internet-based media. These policies apply as appropriate to regional, sectional and state WIAA-sponsored tournament games but do not apply to other competitions, including regular season games held at member schools. *See* Exhs. D & E.

21. The WIAA's media policies govern a range of topics including, *inter alia*, the issuance of credentials and parking permits, the provision of communication lines (such as telephone lines, high-speed lines and wireless connections), potential interference with spectator viewing, and availability for post-game interviews. These policies generally apply to all credentialed media reporting from the tournament games, though members of the media may also attend any game as a member of the general public, subject to the same policies as the general public.

22. The WIAA permits any member of the media to report on any tournament event. Such reporting may include use of up to two minutes of taped footage of any tournament event. However, members of the media who seek to transmit the event itself, whether live or tape delayed, must obtain a license from the WIAA or one of its contractual partners, such as WWY, and, if granted, must pay a reasonable license fee and agree to abide by WIAA broadcast and media policies.

23. As with other forms of transmission and broadcast, the WIAA requires media outlets seeking to stream live tournament action over the Internet, whether instantaneously or in delayed form, to obtain a license and pay a license fee. Media personnel may request this permission from WIAA's contractual partner WWY, and as a condition of the license, must pay the requisite license fee and agree to abide by WIAA's media policies.

24. WWY has provided substantial consideration to WIAA in exchange for its rights over Internet streaming of WIAA-sponsored tournaments and has agreed to provide Internet coverage for tournament events from all 25 WIAA-sponsored tournaments.

25. Fees generated through the granting of transmission and broadcast licenses, including over the Internet, serve the important purpose of generating revenue for the WIAA.

The WIAA's media policies also serve other important functions, including ensuring the smooth operation of the tournament, protecting participants from unauthorized commercialization and unwanted association with inappropriate advertising, and promoting the transmission and broadcast of all WIAA tournaments in addition to the most popular sports.

26. WIAA's media policies do not restrict the ability of Defendants to report on the games in their newspapers or on their Internet sites. Defendants may report the outcome of the games, describe events that occur during the games, and provide the public with any factual information relating to the games, so long as that "report" does not include live play-by-play coverage or transmission of live game action, including through Internet streaming. Defendants may also use any photographs taken at the games as part of their reporting.

27. Under WIAA's media policies, the public has had access to multiple sources of information about WIAA-sponsored tournament events, including television broadcasts, radio broadcasts, live Internet streaming, newspaper reporting, and other sources.

28. WIAA believes that its policy of requiring those who wish to transmit WIAA-sponsored tournament action over the Internet to request a license and to comply with WIAA's media policies is necessary in order to protect its revenue sources, including both direct revenue from Internet transmission licenses and the value of its television and radio licenses. Defendants' unlicensed transmission of WIAA-sponsored tournament action would compete directly with the transmission of WIAA's licensees and would lessen the value of all of WIAA's broadcast and transmission licenses, including Internet, television and radio licenses.

The Current Dispute

29. On October 31, 2008, shortly before the WIAA-sponsored state football tournament began, WNA informed WIAA through WNA's attorneys that WNA rejected

WIAA's media policies and its arrangement with WWY, citing constitutional objections. *See* Exh. B.

30. On November 8, 2008, the Appleton Post-Crescent, a newspaper owned by Gannett and a member of WNA, live streamed a WIAA-sponsored tournament game between Appleton North High School and Stevens Point Senior High School without permission of the WIAA or WWY. On information and belief, the Appleton Post-Crescent streamed at least three other WIAA-sponsored high school football tournament games in October and November 2008 without permission of the WIAA or WWY. On information and belief, the Athletic Directors of the host schools were unaware of this streaming activity.

31. On information and belief, Gannett requested permission to stream additional WIAA-sponsored tournament games in November 2008. On information and belief, Gannett was told that they would be able to stream those games upon payment of the rights fee and agreement to abide by WIAA media policies. Gannett did not agree to those terms.

32. Subsequent letters from WNA's attorneys indicated that the legal dispute remained unresolved, and that WNA would not agree to abide by WIAA's current media policies or arrangement with WWY. WIAA therefore filed this declaratory judgment action to clarify the legal rights of the two parties.

CLAIM FOR RELIEF

(Declaratory Relief)

33. WIAA incorporates Paragraphs 1 through 32 as if fully set forth here.

34. WIAA contends that it may require Defendants to obtain a license in order to transmit game action from WIAA-sponsored tournament events over the Internet, whether live or tape delayed, and that it may require Defendants to abide by WIAA's media policies.

Defendants deny this and assert among other claims that WIAA's media policies violate their rights under the First and Fourteenth Amendments to the United States Constitution.

35. WIAA has the right to control the transmission of its WIAA-sponsored tournament games over the Internet, whether live or tape delayed, through its licensing requirement, including the payment of a reasonable license fee and compliance with reasonable media policies. The WIAA organizes, administers, promotes and controls the tournaments at issue, and the WIAA depends heavily on the revenue generated by these tournaments through gate receipts, license fees, and the value of the broadcasting contracts entered into with its broadcasting partners. As a voluntary organization, WIAA also has the right to ensure that its tournaments function smoothly and that its member schools and participating athletes are protected against commercial exploitation or other potential consequences of unlicensed broadcasts. Furthermore, WIAA's media policies do not restrict the ability of the Defendants to report on WIAA-sponsored tournaments.

36. Pursuant to the federal declaratory judgment statute, this Court should declare: (1) that the WIAA controls the right to transmit WIAA-sponsored tournament games over the Internet; (2) that the WIAA has the right to grant an exclusive or non-exclusive license to transmit WIAA-sponsored tournament games; (3) that the WIAA may require payment of a licensing fee and compliance with the WIAA's media policies as a condition of any license to transmit WIAA-sponsored tournament games; and (4) that WIAA's current policies concerning the Internet transmission of its WIAA-sponsored tournament games do not violate Defendants' rights under the First or Fourteenth Amendments to the United States Constitution, or any other Constitutional, statutory, or other legal doctrine.

PRAYER FOR RELIEF

37. **WHEREFORE**, WIAA requests that the Court:

A. Declare (1) that the WIAA controls the right to transmit WIAA-sponsored tournament games over the Internet; (2) that the WIAA has the right to grant an exclusive or non-exclusive license to transmit WIAA-sponsored tournament games; (3) that the WIAA may require payment of a licensing fee and compliance with the WIAA's media policies as a condition of any license to transmit WIAA-sponsored tournament games; and (4) that WIAA's current policies concerning the Internet transmission of its WIAA-sponsored tournament games do not violate Defendants' rights under the First or Fourteenth Amendments to the United States Constitution, or any other Constitutional, statutory, or other legal doctrine.

B. Award WIAA reasonable fees, costs and expenses incurred herein; and

C. Award WIAA all other relief the Court deems just and equitable.

Dated this 13th day of April, 2009.

Respectfully submitted,

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.,

Plaintiffs,

Case No. 09-CV-155

v.

GANNETT CO., INC. and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

Defendants.

STIPULATION OF BACKGROUND FACTS

Now come Plaintiffs Wisconsin Interscholastic Athletic Association and American-HIFI Inc. and Defendants Gannett Co., Inc. and the Wisconsin Newspaper Association, Inc., by and through their undersigned counsel, hereby stipulate and agree as follows:

1. Plaintiff Wisconsin Interscholastic Athletic Association (the "WIAA") is a voluntary, unincorporated and nonprofit organization with its principal place of business at 5516 Vern Homes Drive, Stevens Point, Wisconsin 54482.
2. WIAA organizes, develops, directs and controls high school interscholastic athletic programs and sponsors tournament series in WIAA recognized sports. All Wisconsin public high schools, excepting only some public virtual and charter schools, are WIAA members. Other WIAA members include private high schools, public and private middle schools, and specialty schools.
3. Plaintiff American-HIFI, Inc. d/b/a When We Were Young Productions ("WWWY") is a Wisconsin corporation with its principal place of business at 501 Moravian Valley Road, Waunakee, Wisconsin 53597.

4. WWVY engages in the business of video productions, including Internet streaming.

5. Defendant Wisconsin Newspaper Association, Inc. (“WNA”) is a non-stock Wisconsin association of Wisconsin daily, weekly, and bi-weekly newspapers with a principal place of business at 1901 Fish Hatchery Road, P.O. Box 259837, Madison, Wisconsin 53725-9837.

6. As of January 1, 2010, WNA has 230 newspaper members.

7. Defendant Gannett Corporation, Inc. (“Gannett”) is a Delaware corporation that publishes newspapers across the United States, including 10 daily newspapers in Wisconsin and approximately 19 non-daily newspapers. Gannett’s daily Wisconsin publications are:

<i>The Post-Crescent</i> (Appleton)	<i>The Sheboygan Press</i>
<i>The Reporter</i> (Fond du Lac)	<i>Wausau Daily Herald</i>
<i>Herald Times Reporter</i> (Manitowoc)	<i>Stevens Point Journal</i>
<i>Oshkosh Northwestern</i>	<i>Daily Tribune</i> (Wisconsin Rapids)
<i>Green Bay Press-Gazette</i>	<i>Marshfield News-Herald</i>

8. WIAA regulates both regular season games and post-season tournaments, however, WIAA only sponsors post-season tournament series competition. WIAA’s media policies, as defined and described below and which are the focus of the parties’ dispute, apply only to post-season competitions. For all sports except football, the post-season competitions consist of regionals, sectionals and finals in various divisions. For football, post-season competitions consist of five levels of play, Levels I-V, in each of 7 football divisions (resulting in 7 football champions, one for each division).

9. WIAA publishes a Media Policies Reference Guide for each academic year. A copy of the 2008-2009 Media Policies Reference Guide in effect at the time of the Internet streaming which prompted the current dispute is attached as Exhibit A. A copy of the current Media Policies Reference Guide, for the 2009-2010 academic year, is attached as Exhibit B.

10. The Media Policies Reference Guides make reference to several of WIAA's exclusive contract partners. A copy of WIAA's contract with Visual Image Photography, Inc. ("VIP") is attached as Exhibit C. The contract grants VIP certain exclusive photography rights for a five-year period from October 1, 2008 to September 30, 2013.

11. A copy of WIAA's contract with WWVY is attached as Exhibit D. The contract grants WWVY certain exclusive production, sale and distribution rights, including exclusive rights to Internet stream all WIAA Tournament events with the following exceptions: Football State Finals, Boys and Girls Basketball State Tournament, and Boys and Girls Hockey State Finals. The term of the contract is ten years, through May 19, 2015.

12. A copy of WIAA's contract with WKOW Television, Inc., WAOW-WYOW Television, Inc. and WXOW-WQOW Television, Inc. (collectively, the "WIAA State Network") is attached as Exhibit E. The contract grants the WIAA State Network exclusive rights to all live telecasts (including via Internet streaming) of Girls and Boys State Championship Hockey and Basketball Finals. The term of the contract is from July 1, 2004 through June 30, 2010.

13. A copy of WIAA's contract with Fox Sports Net North, LLC ("FSNN") is attached as Exhibit F. The contract grants FSNN exclusive telecast rights, including via Internet streaming, for all 7 Football Championship games. The contract term runs from August 1, 2007 through July 31, 2010.

14. WIAA publishes an Annual Yearbook. A copy of WIAA's 86th Annual Yearbook (2008-2009) which is still in the production process, will be filed as Exhibit G when it becomes available.

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EXHIBIT B

(2009-2010 Media Policies Reference Guide)

updated 12/17/09
9 a.m.



2009-10 Media Policies Reference Guide



**Wisconsin Interscholastic
Athletic Association**

All photos courtesy of VIP

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Introduction

The WIAA Media Policies Reference Guide is produced to inform statewide media of WIAA policies in effect for all levels of State Tournament Series competition and assist members of the media in providing comprehensive coverage to their communities.

All members of the media are responsible for reviewing the policies included in this reference guide. Policies contained in this guide refers to television, radio, print and internet media. These policies are not extended to regular-season interscholastic competition, but are effective at the start of post-season WIAA Tournament Series competition.

For more information, please contact us at:

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General Policies

The WIAA acknowledges the responsibilities of legitimate news gathering media representatives in covering and reporting from WIAA-sponsored tournaments. We recognize the interest and promotion generated by media coverage and the recognition given to the achievements of school teams and student-athletes. Therefore, the WIAA has established regulations and guidelines to assist media with the requesting/issuing of working media credentials, the use of equipment by news gathering media and WIAA property rights for State Tournament Series competitions.

Any non-editorial, commercial or other unauthorized use of any transmission, internet stream, photo, image, film, videotape, audio tape, any play-by-play depiction or description of any competition and/or game action and/or any non-editorial or commercial use of any team school name or logo, is prohibited without written consent of the WIAA.

Media Credentials

Media credentials and accommodations for regional, sectional and State Tournament competitions are not transferable or for sale or resale under any circumstance.

Requests for credentials must be made in accordance with WIAA policies through a legitimate newspaper, radio/TV station, magazine, Internet site or other recognized news-gathering organizations as determined by the WIAA. Credentials are reserved for adult members of the media only. The WIAA reserves the right to request company letterhead when determined necessary to verify credential requests.

Media requesting credentials to WIAA State Tournament events must submit a completed Credential Request Form. An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. Please submit the form by the published deadlines (see page 5).

The WIAA retains the right and sole discretion to confiscate and deny future credentials to any media organization or individual not adhering to WIAA policies or failure to pay rights fees stated in this manual. Credentials are issued by the WIAA to media organizations to provide access for an individual or individuals who have a legitimate working relationship with an accredited media organization (as determined by the WIAA) in connection with the event for which the credential is issued.

By requesting and accepting the use of a WIAA credential, the media organization, its personnel and agents, together agree the bearer of the credential is performing a legitimate working function in attending the event. The credential is for use only in connection with the bearer's news and editorial coverage of the event.

Requesting Credentials

Requests for media credentials will be accepted and issued to members of the media and media organizations based on the following conditions:

1. Credentials for all regional and sectional levels of the Tournament Series will be issued by the tournament manager at the school hosting the event. All media are required to contact the host school athletic director or host tournament manager in advance of the event to make arrangements for credentials. Failure to contact host managers/athletic directors in advance may result in denied media privileges at tournament events.
2. Credential requests for State Tournaments must be submitted on a completed Credential Request Form. An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. Please submit the form by the published deadlines (see page 5). Email requests may also be accepted; however, any information or request not provided in an email that pertains to credential requests and accommodations as noted on the "Credential Request Form" will not receive consideration.
3. No credential requests or accommodations will be approved for persons not employed on staff or as freelance by contract of a recognized media organization. Credentials **SHOULD NOT** be requested for and will not be granted to coaches, former coaches, family, friends or family of participants not employed by the requesting media organization.
4. Requests must be received in the WIAA office no later than noon two days before the start of the respective State Tournament event (see "Credential Request Deadlines" section). **REQUESTS RECEIVED AFTER DEADLINES WILL NOT BE CONSIDERED.** In addition, no credentials will be issued to media that arrive at State Tournament venues without having verification by the WIAA of a credential request made by the prescribed deadline.
5. Verification of approved media credential requests will be posted on the restricted area of the WIAA Media Center Web site the morning of the credential request deadline date.
6. Any substitutions of approved credentials must be done by sports directors or editors contacting the WIAA prior to arriving at the State venue at (715) 344-8580.
7. The WIAA reserves the right and sole discretion to revoke current and deny future credentials to any media organization in violation of any WIAA media policies, failure to pay rights fees or any other provisions of credentials. Media organizations that violate credential policies are subject to legal liability, as well as all costs incurred in enforcing the terms of these policies, including but not limited to reasonable attorney fees.
8. Permission for cable operators, newspapers, radio stations, television stations or Internet sites in relation to videotaping or airing Tournament Series events must be done by contacting When We Were Young Productions (608) 849-3200. Credentials will not be granted to media not receiving clearance from the WIAA through WWY Productions.
9. To be considered for a WIAA media credential, Internet organizations must be determined to be a legitimate news-gathering organization and meet the following criteria established by the WIAA:
 - A. High school sports content on the site is available without restrictions or subscriber/user fees.
 - B. The site has demonstrated a history and reputation for covering high school sports on a timely basis.
 - C. Content on the site is original, objective, news-gathering in nature and has editorial oversight. Content must be updated on a daily basis in the form of stories, game stories and updates, comprehensive scores, standings, statistics or streaming (photos; recruitment content; rankings; and forums do not, in and of themselves, meet criteria for credentials).
 - D. Site is not a personal page or content and demographic audience is not a fan-based site of one school or a small number of schools.
 - E. Sites with content, forums or advertising (see "Advertising" section on page 16) not in compliance with the mission or media policies of WIAA, or associated with any promotion or link to material deemed inappropriate as determined by the WIAA, will not be granted credentials.
10. Internet sites may be required to submit their Internet address (URL) and certifiable traffic numbers to the WIAA prior to approval of credential requests.

Credential Provisions

1. The WIAA authorizes the number of credentials issued to any media organization. The WIAA media credential is issued to members of legitimate media outlets and/or Internet sites that have a professional working function (as determined by the WIAA) at WIAA State Tournament venues and events. The credential provides access to specified locations, venues and events for which the credential was issued. At certain tournaments, some areas may be restricted for radio, television, news print, Internet sites and photographers.
2. Credentials must be worn and displayed at all times while at the tournament venue for which the credential is issued.
3. The transfer, sale or resale of credentials is prohibited and will result in immediate confiscation of credential and/or possible denial of future credentials to individual perpetrators or their affiliated media organization as determined by the WIAA.
4. The media work areas are available for professional working members of the media. Cheerleading in press boxes and media seating is unprofessional and will not be tolerated. Violators will have their media credentials revoked and be escorted out of the media area or press box by WIAA or security personnel.
5. Children, spouses and friends of media that are not officially employed by a media outlet are not permitted in media areas during or immediately following contests.
6. Any member of the media believed to be intoxicated, under the influence of mood-altering substances or acting in an unprofessional manner as determined by WIAA personnel will have their media credentials revoked and be escorted out of the media area with possible denial of future credentials to individual perpetrators and/or their affiliated media organization as determined by the WIAA.
7. A media credential does not allow access to team or participant locker rooms before, during or after any State Tournament competition. Coaches and participants may be available for interviews directly outside the locker rooms.

Credential Pick-up

All approved credentials can be picked up at the tournament venues. No credentials will be mailed prior to the tournaments. A photo ID may be required to claim passes at certain State Tournament venues. Please be prepared to show photo ID to receive all State media credentials.

Approved credentials will be placed in individual envelopes identified with each bearer's name. Credentials will be made available for pick-up at State venues approximately 1 hour, 30 minutes prior to the start of each day's competition.

For events at the Kohl Center (individual wrestling, boys basketball and girls basketball), credentials will be available at the Media Entrance located on the northeast corner of the facility. For events at Camp Randall Stadium (football), credentials can be picked up at the "Will-Call" window on Breese Terrace (west side of stadium). For events at the UW Field House (team wrestling), credentials will be available at the Gate C entrance. Locations for credential pick-up may change. Any changes in credential pick-up locations will be included in State preview releases.

Credential pick-up at other State venues will be located at the designated "Will-Call" window. The "Will-Call" window at the Alliant Energy Center for State hockey is located at the east side ticket windows. Credential pick-up at other State Tournament venues are conveniently located at media entrances to restricted media areas.

Credential Maximum Request Limits

Television (not play-by-play): For TV stations covering the State Tournament for newscast purposes and not live broadcast, a maximum of two (2) credentials will be issued. An exception of three (3) credentials for TV stations located in the tournament host community will be permitted. Also see “Television/Cable Broadcast Policies.”

Cable Access: Access for local cable access channels covering the State Tournament events can only be obtained through When We Were Young Productions. WWWYP will make arrangements for WIAA credentials.

Radio: A maximum of two (2) credentials will be issued to stations doing play-by-play of WIAA Tournament Series events. Any additional credentials must be approved by the WIAA. A maximum of one (1) credential will be issued for filing live reports or not originating any transmissions or reports.

Daily Newspapers: For daily newspapers, a maximum of five (5) credentials, including photographers, will be issued to papers with a paid circulation of 30,000 or more. Daily papers under 30,000 paid circulation may receive a maximum of four (4) credentials if teams in their primary coverage area are participating, and a maximum of two (2) credentials will be issued to dailies with under 30,000 paid circulation with no participating teams in their primary coverage area. Additional credential requests will be reviewed to determine if appropriate by the WIAA.

Weekly Newspapers: Weekly newspapers may be issued a maximum of two (2) credentials (including photographer) if teams competing are in their primary coverage area. A maximum of one (1) credential will be issued to weekly papers with no competing teams in their primary coverage range as determined by the WIAA.

Internet site: Legitimate news gathering Internet site organizations posting original content and information in a timely (daily) manner as determined by the WIAA may receive a maximum of two (2) credentials. Additional credential requests will be reviewed and determined if appropriate by the WIAA. Fan-based Internet sites as determined by the WIAA will not be granted credentials. Traditional state, regional or national media sources (newspapers, radio or television) staffed by full-time employees for its Internet operations may receive a maximum of two credentials with intent of reporting on WIAA State Tournament events.

Specific Sports Publications: Legitimate sport-specific publications as determined by the WIAA may receive a maximum of three (3) credentials for their respective sport’s State Tournament.

Photographers: Photographers without affiliation to any media organizations (i.e. professionals, yearbooks, etc.) will not be granted media credentials (also see “Photography Provisions” section).

Please contact Todd Clark or Joan Gralla at the WIAA with any special media credential requests (715) 344-8580.

2009-10 Credential Request Deadlines

Fall Sports	Tournament Dates	Credential Deadline
Golf (Girls)	Oct. 12-13, 2009	Noon, Oct. 9, 2009
Tennis (Girls), Individual	Oct. 15-17, 2009	Noon, Oct. 13, 2009
Tennis (Girls), Team	Oct. 23-24, 2009	Noon, Oct. 21, 2009
Soccer (Boys)	Oct. 29-31, 2009	Noon, Oct. 27, 2009
Cross Country	Oct. 31, 2009	Noon, Oct. 29, 2009
Volleyball (Girls)	Nov. 5-7, 2009	Noon, Nov. 3, 2009
Swimming & Diving (Girls)	Nov. 13-14, 2009	Noon, Nov. 11, 2009
Volleyball (Boys)	Nov. 13-14, 2009	Noon, Nov. 11, 2009
Football	Nov. 19-20, 2009	Noon, Nov. 17, 2009
Winter Sports		
Swimming & Diving (Boys)	Feb. 19-20, 2010	Noon, Feb. 17, 2010
Wrestling, Individual	Feb. 25-27, 2010	Noon, Feb. 23, 2010
Hockey	March 4-6, 2010	Noon, March 2, 2010
Gymnastics	March 5-6, 2010	Noon, March 2, 2010
Wrestling, Team	March 5-6, 2010	Noon, March 2, 2010
Basketball (Boys)	March 18-20, 2010	Noon, March 16, 2010
Basketball (Girls)	March 25-27, 2010	Noon, March 23, 2010
Spring/Summer Sports		
Tennis (Boys), Individual	June 3-5, 2010	Noon, June 1, 2010
Track & Field	June 4-5, 2010	Noon, June 2, 2010
Golf (Boys)	June 7-8, 2010	Noon, June 4, 2010
Tennis (Boys), Team	June 11-12, 2010	Noon, June 9, 2010
Baseball (Spring)	June 15-17, 2010	Noon, June 13, 2010
Soccer (Girls)	June 17-19, 2010	Noon, June 15, 2010
Softball	June 17-19, 2010	Noon, June 15, 2010
Baseball (Summer)	July 28-29, 2010	Noon, July 26, 2010

Member School Photo Credentials

The WIAA does not provide media credentials to member schools for students of schools advancing to the State Tournaments. However, each school that qualifies a team for the State Tournament is permitted one (1) "School Photographer" credential in sports where applicable. A ticket must be purchased and a letter from the principal or athletic director identifying the individual as the recipient of the "School Photographer" credential is required.

Only schools of competing teams may receive a "School Photographer" credential to photograph or tape a State Tournament event in applicable sports. Tapes or photos may not be sold, rented, loaned, transmitted on the Web site or shared with other schools or local cable access stations. Any commercial sponsorship or commercial use of the video is prohibited. Violation of this policy will subject the school to video and transmission rights fees.

A school which designates any outside entity for its "School Photographer" pass forfeits the right to send its own film or video photographer to the State Tournament.

Parking Permit Ordering Policies

For most WIAA State Tournaments, media may utilize and purchase existing general parking at the venues. For events at the Kohl Center and Camp Randall in Madison, Wis., members of the media may request to purchase, at cost (with postage), parking permits directly from UW Transportation Services. Access the WIAA event parking request form on the restricted area of the WIAA Media Center Web site at: www.wiaawi.org. Find the link to the form on the restricted area of the WIAA Media Center next to the Credential Request form. Follow the instructions to submit the form to UW Transportation Services by the deadline indicated for each respective tournament.

Communication Lines

The WIAA secures a number of telephone, high-speed lines or wireless connections at State Tournament venues. All lines requested through the WIAA are considered shared lines. No dedicated lines throughout an entire tournament will be provided unless arrangements are made to install a dedicated line at cost to the media organization requesting the line (see “note” below). Play-by-play radio transmissions may request use of a phone line during their transmission at a shared cost as indicated on the “Credential Request Form.” Radio stations filing live reports will utilize available lines to file reports. Please indicate on the on-line Credential Request Form if you plan to use a cell phone for play-by-play transmissions or reports to help avoid invoicing for line usage fees.

Communication connection usage fees are \$25 for phone lines and \$30 for WiFi access to upload information on a regular basis but not on a continuous basis, \$25 for radios using phone lines to file live or taped reports back to stations, and \$75 for any media using phone lines for transmitting live play-by-play of a game or segment of a game.

Note: Any media requesting or requiring to guarantee a dedicated line (exclusive line) for continual use during an entire tournament must make arrangements for the installation and charges with the host venue and telecommunications company and notify the WIAA. Media outlets with pre-existing dedicated lines at host venues will have those lines reserved for its use. However, seat locations adjacent to a media’s dedicated phone jack is not guaranteed based on available media seating.

Photography Provisions

Guidelines and policies for photographers at WIAA State Tournaments and during the Tournament Series are determined by the WIAA and based on the nature of the activity and venue, and the official rules of the activity. Photographs taken with the issuance of credentials are restricted to newspapers, news and sports-related periodicals and Web sites, except with written consent of the WIAA Executive Staff. Photographers issued WIAA credentials must adhere to all WIAA photography policies and provisions outlined in this section.

The sale or resale of still photography by WIAA-credentialed media is permitted. However, the sale of any products using images from WIAA Tournament Series events is prohibited without written permission from the WIAA.

Any sale or resale of photography, digital image, videotape or film taken without a media credential at State Tournament Series events is prohibited without approval from the WIAA. Any photo, image or video taken without credentials are subject to rights, if any, of all third parties, including the individuals photographed. A license authorizing the sale of photographs of WIAA pre-State Tournaments (regionals and sectionals) by nonmedia, non-editorial photographers is available through WIAA for a yearly fee of \$100. Please contact the WIAA if interested.

Use of flash equipment and strobe lighting is permitted at all State Tournaments except the gymnastics championships, provided the use of such equipment does not interfere with or disrupt any action or administration of the event. It is the authority of the WIAA to determine if flash equipment is interfering or disrupting play at the State Tournament and the authority of game

officials and tournament management at pre-State tournaments. Media intending to use flash and strobe equipment should meet with officials and tournament managers prior to regional and sectional contests to avoid potential problems.

During post-game celebrations and awards ceremonies, only the official WIAA photographer and the entity possessing the exclusive television broadcast rights are allowed inside the ceremony perimeter (as determined and controlled by WIAA personnel). All other photographers must remain at the ceremony perimeter.

Loose equipment bags or tripods are not allowed at courtside, on the sideline or in competing areas. Photographers must remain in areas designated for photographers as determined by the WIAA (see "Photographer Location Policies" section).

Photographers are prohibited from shooting in locker room and in spectator areas that obstruct the view of spectators in their ticketed seats.

Photography Locations

The following outline provides the photography policies and the locations available for photographers at each sport's State championship venue. Please refer to the media instructions in State Tournament media packets at each State venue for additional information or changes to policies.

Baseball - National Federation rules prohibit media photographers from being present in any live ball areas. Photographers must remain in designated photo areas as determined by the WIAA. The designated photo areas at Spring Baseball are located in the photography box on the outfield side of the dugouts along the first and third base lines. The designated photo areas at Summer Baseball are located inside the fence on the outfield side of the dugouts along the first and third base lines. These locations are identified with a chalk outline. Access to the field is available during award ceremonies.

Basketball - Only photographers with properly displayed media credentials will be allowed access to courtside photo areas. These areas are at the edge of the court along the ends of the court, from the corner of the court to the free throw lane extended to the edge of the floor on each side of the baskets. No photographers are allowed on the floor along the sides of the court (along team benches and media row). Photographers must sit or kneel when the game is in progress. No television or press photography is allowed on the court during pregame warm-ups, during announcing of the starting lineups or anytime during the game with the exception of the official WIAA network and videographers.

Cross Country - Photographers with cameras and credentials will be allowed inside spectator ropes and restraining fences in designated areas for race starts and finishes as determined by the WIAA. Crossing in front of runners during the race on the course is strictly prohibited. At the finish chute, photographers must stay in designated roped-off areas. Photographers must stay out of all sand traps and off tee boxes and greens.

Football - Photographers will be allowed access to the sidelines with properly displayed credentials. Photographers are allowed behind the dotted line from the 30-yard line to the end zone and along the back end of the end zone. Photographers are not allowed in the team areas (30-yard line to 30-yard line) except for the official WIAA videographer, but may pass through the back of the team box to get to the other end of the field. However, they are not allowed to stop in the team area.

Golf - Photographers with properly displayed credentials may follow golfers. Photographers must shoot from the rough or cart paths, taking extreme caution not to interfere with contestant sight lines or disturb play in any manner as determined by the WIAA.

Gymnastics - This is the only tournament that prohibits flash and strobe photography because of the potential safety hazard to gymnasts. Photographers must remain outside the perimeter of the judges and must leave the floor after the event they are shooting is completed or when the gymnast has finished her routine. Photographers must refrain from moving at locations near apparatus during routines.

Hockey - Photographers with properly displayed credentials may shoot from nearly any location at the Coliseum where spectator views are not blocked. However, photographers are prohibited from shooting from the penalty box, team bench areas, the goal judge area and the player entrance areas.

Soccer - Photographers are prohibited from entering the playing field at anytime during a game, including shootouts. Photographers with properly displayed credentials are allowed to shoot during play on the sidelines and on the end lines directly inside ropes and fences not to encroach the sideline of the soccer field with the following two exceptions. Photographers are prohibited from shooting in the area directly behind the goal/penalty area on each end of the field during action or in front of the official bench and team benches at any time. It is permissible for photographers to move onto the playing area for pictures before and after games, during halftime and during intermissions between overtime periods.

Softball - National Federation rules prohibit media photographers from being present in any live ball areas. Photographers must remain in designated photo areas off the playing field as determined by the WIAA. The designated photo areas at Goodman Diamond are outside the fence in the opening between seating areas along the first and third base lines. In addition, photographers can shoot outside the fence down the lines in the outfield and in the designated camera area in the stands behind home plate. Access to the field is available during award ceremonies only.

Swimming & Diving - Photographers with properly displayed credentials may shoot from the designated areas on the pool deck and behind any roped-off areas. Permissible photographer areas are located on the control side of the pool, behind the timers' chairs and at the contestant seating area at the end of the pool opposite the starting blocks. Photographers are not allowed on the walkway where the awards stand is located or near the diving pool. Television photographers and photographers using flashes/lights pointed at the swimmers during turns, exchanges and starts are prohibited.

Tennis - Photographers with properly displayed credentials may shoot from nearly any location of the Stadium where spectator views are not blocked. No photography is permitted at courtside during matches. Media wishing courtside photos during warm-ups are required to request access from WIAA personnel prior to entering courts. Flash photography at courtside during warm-ups must receive permission from WIAA officials.

Track & Field - Guidelines for photographers at the Veterans Memorial Stadium are provided at the State Meet. Access to the infield will be limited to photographers only and only in the designated areas. Anyone with a media or photo credential not shooting photography in these areas will be removed from the infield. In addition, any media photographer taking pictures from the infield outside of these prescribe areas or on the track during running events will be removed. Access to all other field events are identical to spectators.

Volleyball - Photographers with properly displayed credentials may shoot from off the Sport Court floor on the side opposite the team benches during the entire tournament. Photographers may also shoot from off the court on each end during championship finals. Photographers must wait for a stoppage in play to move to other areas at each end of the courts.

Wrestling - Photographers with properly displayed credentials may shoot from designated areas at mat side at both team and individual tournaments. Photographers must remain off the mat and must vacate the area after the match they are shooting is completed. Television photographers are prohibited from using lights pointed at or near the mat.

Post-Game Interview Policies

No media is allowed on the floor or field for post-game/event interviews immediately after State Championship team contests, or before or during the awards ceremonies except for WIAA media network (when applicable) and videographers. The nature of each sport will determine the interview policy following State Tournament events as outlined for each sport as determined by the WIAA.

After all WIAA Tournament contests, the WIAA strongly encourages media to honor a five-minute "cooling off" period prior to interviewing participating coaches and players.

No media is allowed access to team or participant locker rooms before, during or after any State Tournament competition. Coaches and participants may be available for interviews directly outside the locker rooms. The following list outlines each sport's State Tournament post-contest interview policies.

Baseball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the field not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere on the field. No interviews are allowed during pre-game warm-ups or during the contest without prior consent of the WIAA Executive Staff.

Basketball - A post-game media conference will take place in the media work room during the boys and girls State Tournaments. The coach and selected player(s) of the winning team will participate in an eight-minute media conference five minutes following a live TV interview after the game or immediately after the awards ceremony if it is the championship game. The coach and player(s) of the losing team will follow with an eight-minute conference. The coach and players of the winning team may only participate in a brief on-court interview by the entity with exclusive telecast rights following each game prior to the media conference. No other interviews of coaches or participants are allowed prior to their participation in the media conference. Members of the media are allowed to interview willing coaches and participants following the media conference at a location outside the locker room. Consideration for team time schedules, as well as administrative and facility staffing expectations is appreciated following news conferences. No interviews are allowed during pre-game warm-ups, halftime or during the contest without consent of the WIAA. On occasion, WIAA personnel may allow for a brief television interview with a coach prior to the media conference by stations with a local team (as defined and determined by the WIAA) participating for newscast deadline relief purposes.

Cross Country - Members of the media wishing to interview coaches and participants may do so after runners have gone through the chutes and have entered the fenced-in area provided. Members of the media are allowed to interview coaches and participants following the State award ceremonies. No interviews are allowed with coaches or runners within 20 minutes prior to the start or during their respective races. Media personnel must stay out of all sand traps and off tee boxes and greens.

Football - Members of the media wishing to interview coaches and participants following the State award ceremonies can locate and direct coaches and participants to the area at the north end of the field immediately in front of the north bleachers, not near the playing field to avoid interfering with warm-ups of the next game or the administration of the event. No interviews are allowed during pre-game warm-ups, during the contest or immediately after the game without consent of the WIAA. The coach of the winning team may participate in a brief on-field interview by television with exclusive telecast rights following each game and/or immediately after the award ceremony.

Golf - Members of the media wishing to interview coaches and participants following the State award ceremonies or after rounds can locate and direct coaches and participants to a location away from the greens not to distract or interfere with play still in progress.

Gymnastics - Members of the media wishing to interview coaches and participants following the State award ceremonies or between rotations can locate and direct coaches and participants to a location away from apparatus not to interfere with warm-ups, the next rotation or the administration of the event. Following the final event scheduled for each day, interviews may take place at a convenient location anywhere in the gymnasium. No interviews are allowed during timed warm-ups or during an event.

Hockey - In absence of a possible post-game media conference, members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the ice, preferably outside each respective team's locker room. No interviews will be allowed during the contest.

lowed on the ice or in the team bench area. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere not on the ice, team bench or inside the locker rooms. No interviews are allowed during pre-game warm-ups or during the contest.

Soccer - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the playing field not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere on the field. No interviews are allowed during pre-game warm-ups or during the contest.

Softball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can direct coaches and participants to outside the field access gate in the right field corner, not to interfere with warm-ups of the next game or the administration of the event. No interviews are allowed during pre-game warm-ups or during the contest.

Swimming & Diving - Members of the media wishing to interview coaches and participants following an event or State award ceremonies can locate and direct coaches and participants to a location at the control side of the pool deck or off the pool deck not to interfere with events in progress or administration of the meet.

Tennis - Members of the media wishing to interview coaches and participants following a match or State award ceremonies can locate and direct coaches and participants to a location off the playing court areas not to interfere with matches in progress or administration of the event.

Track & Field - Members of the media wishing to interview coaches and participants following an event or State award ceremonies can locate and direct coaches and participants to a location anywhere except on the infield of the track. Following awards ceremonies, those student-athletes receiving medals will be escorted and made available for interviews in the media work area located at the southwest end of the track.

Volleyball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location away from the playing courts not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location off the playing courts in the general direction of the respective lockerrooms. No interviews are allowed during pre-game warm-ups or during the contest.

Wrestling - Members of the media wishing to interview coaches and participants following a match or State award ceremonies can locate and direct coaches and participants to a location not interfering with the matches in progress or administration of the event. Preferred interview areas are in the corridors below the grandstands in the Kohl Center and in the corridor below the grandstands at the UW Field House.

Tournament Transmission Policies

1. WIAA radio, television, cable and Internet policies relate to transmissions during the WIAA State Tournament Series. There is no WIAA jurisdiction over regular-season radio, television, cable or Internet transmissions of high school interscholastic competition, but school administrators are strongly encouraged to prohibit sponsors for transmissions whose primary business is the sale of tobacco, alcohol, lottery/gambling, mood-altering substances or lewd subject matter.
2. No fees for regular-season transmissions are required by the WIAA, but local schools and participating teams may wish to require a fee or to recover any expenses incurred (i.e. power, scaffolding, seats lost due to camera positions, tickets sales lost by spectators staying home and watching, etc.).

3. All radio and Internet audio transmission rights and credential requests for all State Tournaments will be issued by the WIAA. To apply for play-by-play or live report “update” rights for State Tournament events, radio stations and Internet sites must complete and submit the “Media Credential Request Form.” An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. Completed forms must be submitted to the WIAA by noon at least two business days before the first day of a given tournament or as outlined in the “Credential Request Deadline” section of this guide. Please review the “Requesting Credentials” section for additional credential request policies.
4. Media and Internet sites considering transmitting audio, video or textual play-by-play depictions on the Internet must abide by all Internet policies as written in this guide (see “Internet Policies”). There is no fee for live report “updates” of pre-State Tournament events provided no play-by-play is done. There is a \$25 fee for live or taped radio reports from State Tournament venues.
5. The WIAA reserves the right to require two minutes of advertising or promotional inventory to be included in any or all radio, television and Internet transmissions of WIAA Tournament Series events as determined by the WIAA.
6. By submitting the application for transmission, media and Internet sites agree to abide by all WIAA regulations and policies regarding the transmission of events during the entire WIAA Tournament Series to include prohibited advertising and sponsorships as determined by the WIAA as outlined in the “Advertising” section.

Transmission Terms & Regulations

Terms

1. **WIAA Tournaments** – “State Tournament Series,” “Tournament Series” and the “WIAA Tournaments” refer to all the WIAA sponsored events contested at the regional, sectional and State levels. The “State Tournament,” “State Tournament Championships” or “State Meet” refer specifically to the contests or events culminating the Tournament Series with championships at the State finals venues.
2. **Transmission** – A “transmission” is defined as the transmitting—or intent of transmitting—any live or taped portion, or entire duration of tournament games or complete session of games from the time the transmission begins to the time the transmission ends at the tournament site. This definition includes halftime, between games of a session, immediately before and after a tournament game or session, and during intermission stops and timeouts.
3. **Live or real-time play-by-play** – A live or real-time play-by-play is defined as transmitting a live (while the event/game is in progress from beginning to conclusion) written, audio or video description (identifying competitors with descriptions or results of game action) of all or a significant number of plays/events occurring sequentially during a game/event.
4. **Non-commercial transmission** – A “non-commercial transmission,” for the purpose of rights fees assessment, is one that contains no commercials or sponsorships during the entire duration of tournament games or complete session of games from the time the transmission begins to the time the transmission ends at the tournament site. This definition prohibits commercials or sponsorships during halftime, between games of a session, immediately before and after a tournament session, and during intermission stops and timeouts. However, a station or Internet site may return to its studio at halftime or between games of a session to air regularly scheduled programs with its normal advertisers and sponsors.
5. **Live reports** – Live report “updates” are transmitting updates on results or general information about the competition or event but contains no play-by-play description of live contests.
6. **Internet site** – Internet and Web site are interchangeable terms for the purpose of WIAA regulations and definitions.
7. **Exclusive rights** – All media and/or Internet sites may not infringe on existing exclusive media rights agreements and rights of the WIAA without consent of the WIAA and the exclusive rights holder.

Regulations

Comprehensive Policies

1. The WIAA reserves the right to grant, issue, revoke and deny credentials to any media or Internet site organizations based on the interpretation and intent of these policies determined by the WIAA. In cases deemed unique by the Association, these policies may be amended. The WIAA and its exclusive rights partners retain the rights to all commercial use of video, audio, or textual play-by-play transmitted at a WIAA Tournament Series event. Furthermore, the WIAA owns the rights to transmit, upload, stream or display content live during WIAA events and reserves the right to grant exclusive and nonexclusive rights or not to grant those rights on an event-by-event basis.
2. All “Real-time,” or tape-delayed audio, video or textual transmission of play-by-play, is exclusive property of the WIAA and rights-granted entities. Any account/transmitting of real-time video, audio or textual play-by-play is prohibited on-site or off-site without consent of the WIAA.
3. The WIAA also reserves the right to revoke or deny the video, audio or text transmission rights of any media or Internet sites that include in any part of its transmission of WIAA Tournament events, including pregame and postgame shows, content or comments considered inappropriate or incompatible with the educational integrity of the tournament or host institution from which the transmission is originated.
4. All media and Internet sites transmitting “real-time” text of play-by-play action of State Tournament events is considered similar to that of a play-by-play radio or television transmission and are subject to rights fees. Web blogs not posting continuous play-by-play accounts of game or event action are not subject to rights fees unless determined by the WIAA to be a live depiction of event action
5. Also, any media transmitting “real-time” video is subject to exclusive video rights agreements and video transmission fees. In addition, any media transmitting “real-time” audio other than that of the fee-paying, rights-granted television and/or video production partner(s) is subject to the audio transmission rights fees.
6. Stations or Internet sites will not receive a reduced rights fee by dividing a session into one game on a commercial basis and another on a non-commercial or commercial-delayed basis.
7. Internet sites of traditional media (newspaper, radio, television) may be issued credentials, but are not allowed “real-time” or “live” transmission by audio streaming, video streaming, textual play-by-play accounts without consent and rights granted by the WIAA.
8. Media and Web sites granted permission by the WIAA to transmit “real-time” or delayed audio, video or textual play-by-play are subject to transmission rights and line-usage fees and must adhere to all transmission regulations, fees and advertising policies of the WIAA outlined in this guide.

Video

1. Video transmission rights are required and rights fees are applicable (page 17) for stations and/or Internet sites that originate a video transmission or that pick-up live or delayed feeds and/or links from another station, Internet site or cable operator.
2. No taped-delayed video transmissions of any WIAA Tournament Series event is permitted during the exclusive live coverage of the WIAA State Tournament in the same sport. In addition, a tape-delayed video transmission is prohibited from transmitting until three hours after the start of the respective event being transmitted on a tape-delayed basis. Permission to transmit any video content delayed must come from the WIAA and When We Were Young Productions or the station/network with exclusive television and/or video transmission rights.
3. The use of video exceeding **two** minutes by the originating station, publication or Internet site—other than the exclusive video production rights holder—for any purpose other than highlights on regularly scheduled news or sports broadcasts, or on a Web page is prohibited.

4. The following list of rules apply for commercial television stations and Web sites using video in their coverage of the WIAA State Tournament Series for newscast or Webcast purposes:
 - A. There may not be live coverage of any live game action during the contests. "Live coverage" is defined as any activity which occurs while a game or meet is in progress. Stations or Web sites may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news or sports programs and are no more than **two** minutes of a program which is any length.
 - B. Use of film, video, audio, tape, etc., is limited to regularly scheduled news, sports programs or Internet site stories, and use of such content is limited to no more than **two** minutes of a web stream or program which is any length. Unless written approval is granted from the WIAA office, use of more than **two** minutes of film, video, audio, tape, or stream, etc., beyond five days from the last day of a tournament is prohibited without written consent of the WIAA.
5. No rights fees will be required for schools wishing to air tape-delayed transmissions on their school's educational channel, local cable system or school's Internet site. Schools are restricted from transmitting video of Tournament Series events that are under exclusive contracts without the permission of the WIAA and When We Were Young Productions.
6. Video of Tournament Series action may not be sold without written consent from the WIAA and its respective licensed video production partner.
7. Video Transmission Priority Criteria

The WIAA will make every attempt to provide adequate broadcast facilities for all stations and/or Internet sites that are approved or licensed to video transmit State Tournament events. If demand for transmissions exceed available accommodations, first consideration will be given according to the following criteria, as determined by the WIAA, in order:

- A. WIAA Television network partners transmitting live video
- B. Television stations transmitting live video
- C. Television stations and WIAA networks/partners Internet transmitting live video
- D. Television stations and WIAA networks/partners Internet transmitting tape delayed video
- E. Local television stations taping for sports highlights within newscasts or video on Internet site
- F. Other media Internet sites recording highlights for Internet

Audio

1. The WIAA reserves the right to consider all applications for audio transmission rights on an individual basis.
2. Audio transmission rights fees (page 17) are applicable for stations and/or Internet sites that originate an audio transmission or that pick-up live or delayed feeds and/or links from another station or Internet site. Radio and Internet sites approved by the WIAA to audio transmit Tournament Series events are prohibited from feeding or linking its transmission to any other station(s) or Internet sites without additional rights fees being assessed.
3. Radio stations with Internet sites will not be charged additional Internet transmission fees if originating transmission is of similar nature and is not in competition with an exclusive rights-granted, fee-paying organization. For example, radio stations will not be charged an additional transmission fee for transmitting audio that originates for over-the-air transmissions and is simultaneously transmitted on the official flagship station's Internet site only. Network stations (if applicable), any other stations or Internet sites may not link audio transmissions unless those stations are also transmitting the identical audio transmission over-the-air. Any stations or Internet sites not airing the transmission of a network (if applicable) feed but links to the audio transmission of the event is subject to the audio transmission rights fees. Requests for such permission must be indicated on the WIAA "Audio Transmission Application." Any State Tournament transmission permission must be cleared through the WIAA. In addition, a radio station or Internet site is required to apply

and receive WIAA audio transmission rights approval before accepting a feed or adding a link to any transmission from another station or Internet site and must adhere to all rules, regulations and policies in this manual.

4. Audio Transmission Priority Criteria

The WIAA will make every attempt to provide adequate broadcast facilities for all stations and/or Internet sites that are approved to broadcast WIAA State Tournament events. If demand for broadcasts exceed available accommodations, first consideration will be given according to the following criteria, as determined by the WIAA, in order:

- A. The WIAA network (if applicable)
- B. The WIAA network affiliate stations (if applicable)
- C. To local stations of participating teams that have audio transmitted a participating team's games with regularity
- D. To regional stations of participating teams that have audio transmitted a participating team's games periodically
- E. To stations in the host community and area
- F. Internet site audio-only streaming (in above order)
- G. Other

Text

1. To apply for play-by-play text transmission rights for State Tournament events, media and Internet sites are required to notify the WIAA of their intentions to transmit textual play-by-play of any contest(s) during a State Tournament when submitting the "Credential Request" form posted on the restricted area of the WIAA Media Center site.
2. Internet blogs, forums or twitters not posting continuous play-by-play accounts of game or event action are permitted and are not subject to rights fees unless determined by the WIAA to be a live, play-by-play depiction of event action (see "Live play-by-play definition" on pg. 11), are not in compliance with the mission and media policies of the WIAA or are associated with any promotion, reference or link to material surrounding the content is deemed inappropriate or not in the best interest of the WIAA. Real-time play-by-play accounts of WIAA Tournament Series events are subject to text transmission rights fees.

Applying for Regional & Sectional Transmission Rights

Video

1. All media and/or Internet site parties interested in video transmission of WIAA Tournament Series events must make arrangements with When We Were Young Productions (608) 849-3200 to inquire about video transmission or Internet video transmission permission prior to the date of the contest. Entities not adhering to permission policies are subject to fines imposed by the rights holder. Live or tape-delayed video transmission rights of regional and sectional events by television stations, cable operators and Internet sites is prohibited without consent of the WIAA and When We Were Young Productions.
2. Accommodations for working television, cable or Internet personnel, cameras and other equipment involved in video transmission production is the responsibility of the host tournament manager, provided the television stations, cable operators or Web stream entities receive permission in advance from the WIAA and When We Were Young Productions to transmit video.
3. Regional and sectional host tournament managers are authorized to refund fees if the station or Internet site has a legitimate reason for not being able to video transmit after they planned to do so and/or indicated to the manager in advance

it will not be transmitting if the school it is following is eliminated from the tournament. Host managers are expected to furnish free admission for two working persons.

4. Media sending a reporter to cover the WIAA Tournament Series for newscast purposes should practice the professional courtesy to contact tournament host managers with their intent to cover the event. Failure to notify tournament managers in advance may result in denied media privileges at tournament events.

Audio

1. To apply for play-by-play audio transmission and live report rights for regional and sectional events, radio stations must complete the "Audio Transmission Application" located on page 18 of this publication or in the WIAA Media Guides (make copies of the applications). Completed applications for transmission with station manager signature should be mailed or faxed to the tournament site and the WIAA at least two days before the first game of a given tournament. Host managers must receive approval from the WIAA to reject any applications to audio transmit. Stations are required to contact host tournament managers to notify of their intentions to audio transmit any contest(s) during a regional or sectional and make arrangements for entry access. Host managers are expected to furnish free admission for two working persons.
2. Radio and Web sites are also required to apply for additional pre-State WIAA transmission rights before accepting a feed or adding a link to a transmission from another station or Web site and must adhere to all fees, rules, regulations and policies in this guide.
3. Regional and sectional host tournament managers are authorized to refund fees if the station or Internet site has a legitimate reason for not being able to audio transmit after they planned to do so and/or indicated to the manager in advance it will not be transmitting if the school it is following is eliminated from the tournament. Host managers are expected to furnish free admission for two working persons.
4. Stations are no longer required to include a list of sponsors and advertisers with the application. However, advertising of tobacco, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter or businesses whose primary purpose is the selling of products prohibited by the WIAA as described in the "Advertising" section during broadcasts are prohibited (see "Advertising" and "Applicable Radio Regulations and Definitions" sections).

Text

1. To apply for play-by-play text transmission rights for regional and sectional events, media and Internet sites are required to contact host tournament managers to notify of their intentions to transmit textual play-by-play of any contest(s) during a regional or sectional and make arrangements for entry access.
2. Internet blogs not posting continuous play-by-play accounts of game or event action are permitted and are not subject to rights fees unless determined by the WIAA to be a live, play-by-play depiction of event action (see "Live play-by-play definition" on pg. 11). Live/real-time play-by-play accounts of WIAA Tournament Series events are subject to text transmission rights fees. Score updates without description of plays are not considered play-by-play and are permitted.
3. Blogs or twitter not in compliance with the mission and media policies of the WIAA or are associated with any promotion, reference or link to material surrounding the content is deemed inappropriate or not in the best interest of the WIAA is also prohibited.

Advertising

The WIAA retains the right to require stations to submit in writing, upon WIAA request, any and all advertisements or sponsorships during a radio, television or internet transmission of WIAA Tournament Series competition.

The WIAA reserves the right to approve or reject any sponsorship or advertisement for any product, service or opinion. For any part or segment of an entire transmission originating from the tournament site, the WIAA strictly prohibits the sponsorship and advertising of tobacco products, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter. Businesses with the primary purpose of selling any of these prohibited products are also prohibited from advertising on all transmissions throughout the WIAA State Tournament Series. Businesses in which these products are available in a secondary capacity may advertise on WIAA Tournament transmissions. However, the WIAA prohibits the referring to the sale of these prohibited products or establishments within the businesses where the primary purpose is the sale of prohibited products. Also prohibited from any WIAA Tournament transmission is the reading of a list that includes prohibited advertisers or sponsors, including the name and/or locations of businesses, products or services.

Television, radio, print, Web sites or any other media are prohibited from referring, implying or using words/language that recognizes or identifies a business or organization as an “official sponsor” of any WIAA State Tournament Series event under the auspices of the WIAA. This includes any live video, audio or text transmissions; any printed accounts; any commercials, advertisements or sponsorships; and any references made by writers and broadcasters during Tournament Series events. Television, radio, print, Web sites and any other media may use language that the tournament *coverage* or *broadcast* is sponsored by an advertiser or sponsor.

The WIAA reserves the right and responsibility to cancel any and all transmission and transmission rights for an event in progress and subsequent WIAA Tournament events for any station found to have violated the provisions of the WIAA’s advertising policy.

Tournament Transmission Rights & Fees

Please review transmission policies (Page 10) for descriptions and guidelines

Audio/Text Transmissions

Audio/Text Transmissions	Regional/Sectional Fees*	State Fees*
Live audio transmission with commercial sponsorship	\$50	\$100
Live audio transmission without commercial sponsorship	\$40	\$ 90
Delayed audio transmission with commercial sponsorship	\$50	\$100
Delayed audio transmission without commercial sponsorship	\$40	\$ 90
Stations receiving live audio feed from originating commercial transmission	\$40	\$ 90
Live transmission of play-by-play text	\$20	\$ 30
Live Audio Report "Updates"	--	\$ 25

* Fees listed are per game (per day for State individual wrestling). Regional and sectional wrestling fees indicated covers entire regional or sectional.

Radio transmissions simultaneously running cybercasts on its Internet site does not pay additional fee. Rights fees are independent of any telephone line charges covered in the "Communication Lines" section.

State Tournament payments are to be made payable to the WIAA. Stations or Internet sites can either pay at tournaments or the WIAA will invoice following the respective tournaments. All regional and sectional event payments are to be made payable to the host school prior to the audio transmission.

Transmission rights fees are applicable for stations or Internet sites that pick-up live or delayed feeds from another station or links audio from/to another Internet site.

Blogging on the Internet not transmitting a play-by-play description (as determined by the WIAA) is not subject to rights fees.

Video Transmissions

Television/Cablecast/Cable Access

All pre-State Tournament Series events for all sports
 All State Tournament events excluding football, basketball and hockey finals
 State Football Championships games
 State Boys and Girls Basketball Tournaments and hockey finals

Rights Holder and Contact Information

When We Were Young Productions (608) 849-3200
 When We Were Young Productions
 FS Wisconsin
 WAOW-TV/Quincy Newspapers Inc.

All parties interested in the production and distribution of any State Tournament or State Tournament Series event via video transmission will be required to obtain rights from the WIAA and current production and distribution rights holder as outlined above.

Production and distribution rights include, and are not limited to, live or delayed television through network or cable outlets, video on demand, content streaming through any platform and/or physical media. All permissions granted, policies enforced and fees required will be at the sole discretion of the WIAA and the rights holder. Detailed information regarding policies and fees are available upon request from When We Were Young Productions (608) 849-3200.



Wisconsin Interscholastic Athletic Association

5516 Vern Holmes Drive, Stevens Point, WI 54482-8833
 (715) 344-8580 FAX (715) 344-4241 email < info@wiaawi.org >

APPLICATION FOR AUDIO/TEXT PLAY-BY-PLAY TRANSMITTING OF WIAA TOURNAMENT GAMES

Media Outlets must send one copy to the WIAA Office and provide one copy to the host school manager.

Name of Media Outlet _____

Address _____

City _____ Zip Code _____

Date _____

Type of Transmission (check one)

- Commercial
- Commercial-Delayed
- Noncommercial
- Nonoriginating Commercial
- Play-by-Play Text

Tournament Information:

Tournament Sport _____ Tournament Level _____ Boys or Girls
(Subregional, Regional, Sectional, State)

Tournament Site _____ The team you are following _____

**TRANSMISSIONS ADVERTISING TOBACCO, LOTTERY MATERIAL,
 ALCOHOLIC BEVERAGES AND RELATED PRODUCTS ARE NOT PERMITTED.**

Audio/Text Transmission Fees

		Commercial (Including Nonoriginating) Transmission	Commercial Delayed/ Originating Noncommercial	Payment
Audio Pre-State (pay school)	Per Game/Session	\$ 50★	\$40	\$ _____
Audio State (pay WIAA)	Per Game/Day	\$100*	\$90	\$ _____
Text Play-by-Play Pre-State (pay school)	Per Game/Session	\$ 20	--	\$ _____
Text Play-by-Play State (pay WIAA)	Per Game/Day	\$ 30	--	\$ _____

★ At Wrestling pre-state, this fee covers entire regional or sectional. *At State Individual Wrestling, fee covers entire day.

Fees for Pre-State are payable to host school. Fees for State transmissions are payable to the WIAA.

Application Procedure:

Application for all audio and text play-by-play transmissions, complete with signature and fees should be mailed to tournament site at least two days before the first game of a given tournament. If station or Web site makes arrangements with tournament host in advance, fee may be paid to tournament manager at the tournament site on night of game. The fee is payable whether or not the media outlet originates a transmission. There is no fee for nonoriginating, noncommercial stations.

The media outlet must contact and make all arrangements for transmitting with the tournament manager prior to the event and after this application has been completed.

Statement of Responsibility:

This media outlet agrees to abide by all WIAA regulations regarding the audio and/or text play-by-play transmitting of WIAA Tournament events to include advertising and sponsorships. We agree to prohibit the advertising of tobacco, lottery, alcoholic beverages or related products, or businesses whose primary purpose is the sale of those products, during the transmission of a WIAA tournament event to include the pregame or postgame of the actual transmission. We also take full responsibility for the professional conduct of the writers or announcers employed or contracted by our company to transmit at a WIAA Tournament event.

Station/Internet Site Manager's Signature _____

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION and AMERICAN-HIFI, INC.,

Plaintiffs,

Case No. 09-CV-0155

v.

GANNETT CO, INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

Defendants.

DECLARATION OF CHARLES C. SCHMIDT IN SUPPORT OF
MOTION OF ARIZONA INTERSCHOLASTIC ASSOCIATION, INC. FOR LEAVE
TO FILE AMICUS BRIEF AND SUPPORTING DECLARATION

1. I am the Chief Operating Officer of the Arizona Interscholastic Association, Inc. ("AIA"). I make this declaration on the basis of my personal knowledge.
2. AIA is a non-profit Arizona corporation, with its principal office located in Phoenix, Arizona. Established in 1925, AIA is a voluntary association of public and private high schools that serves to supplement the overall aims and objectives of secondary schools by organizing, developing, directing and regulating interscholastic activities among member schools.
3. AIA strives to initiate and pursue policies that will safeguard the educational value of interscholastic contests and cultivate cooperation, friendship and good sportsmanship among member schools. AIA seeks to encourage maximum student

participation and to organize events in a manner that ensures fair and equitable competition. AIA also seeks to ensure the safety of high school youth who participate in athletics and other interscholastic activities and to prevent the commercial and other exploitation of student participants.

4. AIA currently has 275 member schools, who in turn have an enrollment of 311,893 students.

5. AIA's operations are financed in part by membership dues and participation fees. In addition to paying annual dues and fees, AIA members must agree to abide by all AIA rules and regulations as a condition of membership. This includes rules on student eligibility, practices, non-school participation, recruitment, use of drugs, alcohol and tobacco, and other rules and regulations designed to protect the health and safety of student participants.

6. AIA conducts state tournaments for its member schools. These tournaments typically consist of several rounds of play, resulting in the "crowning" of a state champion. State tournaments require significant coordination and funding. It is doubtful that Arizona high school athletes would be able to participate in state tournament play absent the resources that AIA makes available.

7. Like the WIAA, AIA has established a policy relating to media coverage of the events it sponsors. A true and correct copy of the policy is attached as Exhibit A. The current policy was adopted in 2008, with input from Gannett Co., Inc., one of the defendants in this case.

8. AIA tries to ensure that those who receive credentials are reputable individuals or entities. Each year, AIA receives hundreds of requests for credentials. Not all requests are granted. Rather, AIA carefully reviews each request in accordance with pre-established criteria to ensure that the member of the media making the request is affiliated with a properly accredited agency that has a legitimate media-related function in connection with the event at issue.

9. Credentials are not issued, for example, to members of the media who are not reporting the news, but who instead wish to use the photos they take for commercial purposes (*e.g.*, selling mugs, t-shirts and the like with images of student athletes). Similarly, persons looking for the opportunity to take photos they can post in chat rooms or on message boards will not be granted credentials, nor will recruiters desiring to sell highlight tapes to students or their parents. Walk-ins are not permitted and credentials are checked at the events.

10. If anyone could attend and broadcast any event, AIA would not be able to put these safeguards in place.

11. The AIA credentialing process applies to all competitive activities sponsored by the AIA. Thus, the AIA maintains the right to control media access to competitive academic events, as well as competitive sporting events.

12. Since September, 2009, AIA has been broadcasting tournament games via live streaming and on-demand streaming over its own website, AIA365.com. In addition to streaming tournament games, the website is used to permit schools to stream regular season events if they wish to do so. The AIA365.com website not only permits students,

their parents and other fans to view games they might not otherwise be able to view, but also serves as a significant source of revenue to AIA, given AIA's ability to sell sponsorships and advertising space on the website. Revenue from sponsors and advertisers since September, 2009 totals close to \$150,000.

13. Although it is still relatively new, the website is heavily utilized. In December, 2009, the website recorded 1.6 million streams.

14. In recent years, an additional and significant source of revenue for AIA was a contract that it had with Cox Broadcasting, an Arizona broadcasting company, for the rights to television broadcasting of certain AIA-sponsored athletic events. In exchange for granting Cox the exclusive right to produce and broadcast state tournament games, AIA was able to obtain significant consideration from Cox, both in cash and in-kind. In-kind consideration included the commitment by Cox to produce and broadcast less popular tournament events that otherwise would have received no live video coverage at all (like volleyball and softball), the production and broadcasting of promotional spots promoting viewership of and attendance at the games, and broadcasts of post-game productions for various state tournament events.

15. AIA also was able to control the advertising that would be shown in connection with broadcasts to ensure that it did not promote alcohol, gaming or any adult entertainment products or services.

16. It is unlikely that Cox would have provided this additional consideration if AIA had not been able to grant Cox exclusive broadcasting rights.

17. AIA's contract with Cox expired in mid-2009. AIA continues to explore the possibility of granting television broadcasting rights for its tournament games.

18. Exclusivity adds value. If AIA cannot market exclusive broadcast rights, it will not be able to obtain nearly as high a price as it can obtain for exclusive rights.

19. AIA's ability to sell advertising on its own website also would be harmed significantly if another party could enter the market and stream live or on-demand video of AIA-sponsored games, thus diluting AIA's viewership.

20. Having sufficient funding in place permits AIA to improve its programs and to increase access to athletic and other interscholastic activities, to the benefit of all students who attend member schools.

21. Revenue generated from the exclusive video streaming on AIA's AIA365.com website has enabled AIA to present live-streaming of tournament games in 22 sports.

22. Pursuant to AIA's business model, at the end of each school year, AIA's net revenues are rebated back to its member schools, including member schools who were not participants in the state tournaments. The schools are free to use this money to defray athletic fees that they would otherwise charge student athletes or for other purposes, as they see fit.

23. AIA's ability to help member schools and their students in this fashion would be reduced if AIA did not have the ability to grant (or retain) exclusive rights to stream events it sponsors over the internet or to grant exclusive television broadcast rights.

24. Based on past experience, AIA believes that both its website streaming of events and its ability to license internet and television broadcasts on an exclusive basis will be increasing sources of revenue for AIA in the future.

25. One of AIA's goals is to ensure that high school students who participate in athletic and other activities can do so in a safe environment. Being able to control access to events and the broadcast rights for those events has helped AIA achieve this goal.

26. The high demand for media access to high school events has raised safety concerns which, in turn, have caused AIA to impose limits on the number of media credentials that will be granted for any particular event. The risk of injury to a player or a referee, for example, from running into a television camera is much higher if there are multiple cameramen covering an event or if the cameramen are not restricted to areas that have been set aside for members of the press.

27. Several years ago, a participant in an AIA-sponsored event collided with a television cameraman, causing serious injury to the cameraman.

28. AIA's ability to grant exclusive rights to live broadcasts allows it to make sure that only a safe number of media credentials are issued for any particular event and that television or video cameras are restricted to safe locations.

29. One of the reasons AIA instituted its credentialing policy was to address safety issues relating to the inappropriate use of photos taken at high school events. For example, the San Diego news reported in 2008 that photos of dozens of unsuspecting high school boys water polo players were found on five gay-oriented websites. Attached

as Exhibit B is a true and correct copy of an article posted on the web concerning this incident.

30. Attached as Exhibit C are two articles that were posted on the web concerning a female California high school pole vaulter who became the target of lewd internet banter as a result of a photo “strewn across babe forums” on the web (Ex. C, p. 1). This internet exposure resulted in large numbers of individuals who had no interest in reporting the event, but who could best be characterized as stalkers, showing up at track meets to take additional photos. This raised obvious concerns about safety and sexual exploitation.

31. AIA hopes to be able to avoid subjecting its high school student athletes to similar abuse by limiting media credentials to only those who have established themselves as reputable members of the media.

32. While amateur photography by a fan could create similar issues, amateur photographers are not granted access to the same prime viewing and news-gathering areas as are members of the media.

33. Requiring those receiving credentials to abide by the limitations AIA has placed on the use of images taken at AIA-sponsored events also may serve as a deterrent by assisting AIA in pursuing legal action against those who seek to exploit high school athletes through inappropriate use of such images.

34. If AIA were unable to restrict access to its events and to limit the use of images captured at those events, it likely would not be able to obtain any agreements

limiting its liability or requiring indemnification from those who are granted media credentials.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 22, 2010, in Phoenix, Arizona.



Charles C. Schmidt

NOTE: Acceptance and possession of an AIA media credential constitutes agreement to the following conditions placed on their use.

Arizona Interscholastic Association, Inc. – July 1, 2009 – June 30, 2010

This working credential is issued as a courtesy to an accredited agency for the sole purpose of providing facility access to the accredited agency's employee who has a legitimate working function (media) in connection with Arizona Interscholastic Association (AIA) athletic and activity events. This credential is **non-transferable** and may be revoked at any time without cause. Any unauthorized use of this credential subjects the bearer to immediate ejection from the facility and prosecution for criminal trespass or other legal action, and potential loss of all privileges for the organization to whom this credential is issued. The AIA reserves the right to terminate this credential upon notice to the organization and to change the terms and conditions for issuance of any subsequent credential to the organization. Furthermore, the permission granted below shall not be assigned, transferred or disposed of to any third party.

Subject to all restrictions contained in this credential, this credential authorizes the agency's use, **primarily for news and editorial coverage of the event**, of the descriptions, accounts, photographs, films, audio or video recordings, or drawings of or relating to the event (including, without limitation, any interviews, press conferences or other facility activities relating to the event) taken, made, created, or compiled by the agency's employee (collectively "Agency Materials"). For the avoidance of doubt, Agency Materials may not be exploited by the agency for commercial purposes. Agencies may sell photographs to ultimate consumers who agree not to resell the photographs or use them in any way for a commercial purpose. Photographs obtained during an AIA event by credentialed media personnel that are sold to an ultimate consumer must contain acknowledgement that it was so obtained at and with the permission of AIA. Any other use or attempted use by the employee of the Agency Materials, including any distribution of Agency Materials to third parties other than ultimate consumers (e.g. newspaper readers) and other media outlets through a shared content distribution platform (for example, the Associated Press) at any time and for any purpose, is expressly prohibited, unless the agency has obtained the advance written permission of the AIA Executive Staff for such other use. As between the agency or the employee and the AIA, the AIA shall remain the exclusive owner of all copyrights, trademarks, and other proprietary rights in its names, logos and uniform designs.

Any film, video, or digital video of a portion of the event, not to exceed five (5) minutes, which includes footage of the game and interviews taken at the event, may only be used by the individual's organization for news broadcasts, dedicated highlight shows, weekly coach's shows and athletic/activity specific shows, and may be streamed and posted on news information websites. Except for other media outlets participating in shared content distribution programs such as the Associated Press, only the specific organization to which this credential is issued may stream, post or air such video, audio, pictures, photographs, or other non-text based accounts or descriptions of the event in any media. Use of film, video, or digital video in any other manner or on any other media distribution platform without the advance written permission of the AIA is expressly prohibited.

The transmission and distribution of any broadcast on a live basis or any live audio or video description of any game action while it is still in progress without rights granted in accordance with a specific written contract with AIA is strictly prohibited. This prohibition does not apply to reports on the non-event activities (other than on a live basis from inside the facility) for broadcast within a newscast and is not precluded from reporting or updating a score of a contest while it is in progress except from courtside/field side.

The agency accepting this credential assumes all risk incident to, and hereby releases the AIA from any and all liability arising in connection with, attending the event and creating and using Agency Materials. The agency agrees to indemnify, defend, and hold harmless the AIA from and against all liability, loss, damage or expense arising out of the issuance of this credential, the employee's presence in the facility, or any other activity of the agency or employee in connection with the event (including without limitation, any claims that Agency Materials infringe the intellectual property rights, publicity rights, or any rights of any third party). In no event shall the AIA be liable to the agency or employee for any incidental, special, indirect, punitive, or consequential damages arising out of or relating to this credential.

Acceptance of this credential constitutes agreement by the individual accepting the credential, the bearer, and the agency to abide by the foregoing conditions. Thank you for your cooperation.



Arizona Interscholastic Association, Inc.

10News.com

Pictures Of Teen Water Polo Players Found On Gay Porn Sites

POSTED: 11:24 am PST January 20, 2008
UPDATED: 6:02 pm PST January 22, 2008

IRVINE, Calif. -- San Diego County parents are outraged Sunday at the news that secret photos of young water polo athletes have turned up on gay porn Web sites, it was reported Sunday.

Police at UC Irvine said the photos may be the work of a UCI police dispatcher, and have notified parents that the photos are on the Web.

Unauthorized photos of dozens of apparently-unsuspecting high school boys water polo players, some as young as 14, were found on five gay-oriented Web sites, the Orange County Register reported. The boys are from at least 11 Orange County high schools, and well as schools in Los Angeles and San Diego counties.

"It's disgusting ... No high school athlete should worry about their picture being taken during the game," said one Orange County coach, who confirmed photos on a Web site included members of his team.

UC Irvine police confirmed to the Register that they are investigating whether the photos are the work of Scott Cornelius, a UCI police dispatcher.

Cornelius was granted a photo credential to the 2007 Junior World Water Polo Championships at Los Alamitos last summer, said Joan Gould, an international water polo official and spokeswoman for a group of Orange County water polo parents.

UCI police said Cornelius remains on active duty.

A university police department detective, Shaun Devlin, sent an e-mail to several parents last week confirming that police were investigating the matter, the Register reported.

Peter Yu, director of Drake University's Intellectual Property Law Center, said photos taken at public events like high school sports competitions are generally protected by the Constitution.

"This is why we have to enact some stricter laws to protect our kids," said Assemblyman Cameron Smyth, R-Santa Clarita, in an interview with the Register. Smyth has authored a bill that would make it illegal to use Internet images to inflict harm on children.

The proposed Surrogate Stalker Act was prompted by Jack McClellan, who last year photographed children at California schools and playgrounds and placed them on a Web site described by law enforcement officials as popular with pedophiles.

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Meet...Allison Stokke

by Erik Gunther
May 18, 2007

Buzz up! Vote Now

The latest hot chick to bubble up from bountiful blog linkage is high school athlete Allison Stokke. Pics of the teenage pole-vaulter are now strewn across babe forums across the Web. While there were zero searches on the SoCal high school senior one month ago, queries on her name now number in the thousands.

We couldn't locate the origin of the Stokke phenomenon, but we did find a number of interesting related searches. Queries on "allison stokke pictures," "allison stokke facebook," and "allison stokke myspace" have all soared over the past week.

This semi-underground phenom isn't a big name...yet. However, with interested dudes accounting for 95% of the interest in the young beauty, it's only a matter of time before she breaks out on a bigger scale.

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Sexual Assault Via the Internet: The Case of Allison Stokke

How Internet Blogs Wrecked the Life of a Teenage Girl

By Michael Lutz

Can clicking on a link to a picture or video of an attractive woman constitute assault? For the majority of women's images on the internet, there is an unwritten code of consent that governs voyeurism; women in various states of (un)dress willingly post pictures of themselves to be viewed by others. However, there are exceptions to this rule, such as the case of Allison Stokke.

Ms. Stokke, if you haven't heard by now, is a 4.0+ student at Newport Harbor High School, where she broke five national records in pole vaulting and earned a scholarship to the University of California, according to a recent article in the Washington Post. However, the article that appeared in the Post, and other press appearances by Ms. Stokke, had little to do with her athletic and scholarly achievements. The real story here was about sexual norms, the internet, and law in the United States.

Photographs of Ms. Stokke were originally taken by a track and field journalist for a California track website, according to the Post article. These photos circulated on athletic websites with relatively small viewerships until making their way to withleather.com, a sports blog with a readership of over one million per month. According to the Post article, "more than 20 message boards and 30 blogs" linked to the picture of Stokke, and before long the photo was all over the internet, being leered at by hundreds of thousands.

The photos themselves are nowhere near sordid; indeed, the content is tame. At the same time, the elements of the photo seem to question where the border of "acceptable" voyeuristic behavior lies. Stokke is dressed in standard athletic gear, being at a track meet. While such uniforms are not particularly revealing, they are very form fitting—presumably to reduce wind resistance. Even the most evenhanded descriptions of the photos, however—like the one in the Washington Post article—take time to note Stokke's "olive skin" and "bared midriff." In addition, Stokke herself is 18—a fantasy age of perverts, old enough to "legally" be considered an adult, but just barely. However, some of the photos were taken when she was younger.

In addition to questioning cultural norms of sexuality, the unwanted circulation of the photographs brings up complicated legal questions. In an article for the L.A. Times, Eugene Volokh, a UCLA professor of 1st Amendment law, notes that "'If somebody puts up a picture taken by someone else, the photographer can sue - though it's not clear he'd always win - but Allison Stokke can't sue.'" Stokke herself noted that "Even if none of it is illegal, it just all feels really demeaning."

Even if the law cannot help Stokke control the use of her own image, it seems that there is a glimmer of hope that the right thing will be done. A phone call and a letter from the Stokke family succeeded in shutting down the unofficial Allison Stokke fan page, which now reads, "Farewell. Sorry for having contributed to the unwanted attention, Allison. We think you're a phenomenal athlete and wish you the best of luck in your academic and athletic endeavors."

Additionally, on the message boards of Letsrun.com, one of the earlier sources of the Stokke photos, posters mulled the negative consequences of their actions in relation to the Washington Post article. One poster remarked that "The point here is that seemingly benign behavior (clicking on a link to a picture of a high school girl) is traumatizing to some degree an innocent party (the high school girl). The point is that there really seems to be a substantial difference between locker room talk on one hand and locker room talk amplified 10,000 times via the internet and photography on the other. Locker room talk is most often probably less than ideal for all parties, but what's happened to this girl is much more substantial and potentially damaging." We can only hope that more voices like this are heard in the wake of Allison Stokke's unfortunate experience.

Sources:

<http://www.latimes.com/sports/highschool/la-sp-stokke2jun02,0,6647011.story?page=1&coll=la-home-center>

http://www.washingtonpost.com/wp-dyn/content/article/2007/05/28/AR2007052801370_2.html

<http://www.letsrun.com>

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Takeaways

Allison Stokke became an overnight celebrity for the wrong reasons

Her photograph was used without her consent but she could not take legal action to stop it

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.

Plaintiffs,

Case No. 09-CV-0155

v.

GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

Defendants.

**DECLARATION OF AUTUMN N. NERO
IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

I, Autumn N. Nero, am an attorney with the firm of Perkins Coie LLP, counsel for Plaintiffs, Wisconsin Interscholastic Athletic Association (“WIAA”) and American-HiFi, Inc. (“WWWY”). I make this declaration in support of Plaintiffs’ Motion for Summary Judgment. I state that the following is true to the best of my knowledge and belief:

1. Attached hereto as **Exhibit 1** is a true and correct copy of a complete list of materials that James L. Hoyt relied upon in reaching the opinions expressed in his Expert Report dated September 28, 2009. (Hoyt Expert Report, Ex. A).
2. Attached hereto as **Exhibit 2** is a true and correct copy of excerpts of the WIAA 2008-2009 Senior High School Handbook. (Hoyt Expert Report, Ex. C).
3. Attached hereto as **Exhibit 3** is a true and correct copy of excerpts of the WIAA 2009-2010 Senior High School Handbook. (Hoyt Expert Report, Ex. D).

4. Attached hereto as **Exhibit 4** is a true and correct copy of excerpts of the WIAA 2008-2009 Media Policies Reference Guide. (Hoyt Expert Report, Ex. E).

5. Attached hereto as **Exhibit 5** is a true and correct copy of excerpts of the WIAA 2009-2010 Media Policies Reference Guide. (Hoyt Expert Report, Ex. F).

6. Attached hereto as **Exhibit 6** is a true and correct copy of a May 26, 1989 news release indicating that the University of Wisconsin's initial estimate was that an exclusive license agreement would *triple* radio broadcast revenue. (Hoyt Expert Report, Ex. G)

7. Attached hereto as **Exhibit 7** is a true and correct copy of a Radio and Television Broadcast Rates and Requirement document that indicates in 1988-89, the rental rate was a minimum of \$550 per game. (Hoyt Expert Report, Ex. H)

8. Attached hereto as **Exhibit 8** is a true and correct copy of an Exclusive Radio Broadcast Rights document dated April 12, 1989. (Hoyt Expert Report, Ex. I)

9. Attached hereto as **Exhibit 9** is a true and correct copy of a June 21, 2006 Big Ten Official Athletic Site press release which indicates the Big Ten currently licenses Big Ten Football coverage to Disney, i.e., ABC and ESPN, for a substantial (but confidential) fee. (Hoyt Expert Report, Ex. J)

10. Attached hereto as **Exhibit 10** is a true and correct copy of a Big Ten Official Athletic Site press release indicating that for the past two years, since the advent of the Big Ten Network, games that are declined by Disney are carried on the Big Ten Network. (Hoyt Expert Report, Ex. K)

11. Attached hereto as **Exhibit 11** is a true and correct copy of the 2008-09 Western Collegiate Hockey Association Radio and Television Policies. (Hoyt Expert Report, Ex. L)

12. Attached hereto as **Exhibit 12** is a true and correct copy of an April 13, 2007 UWBadgers.com site press release regarding the contract extension between UW-Madison and Learfield Sports. (Hoyt Expert Report, Ex. M)

13. Attached hereto as **Exhibit 13** is a true and correct copy of a map indicating that Learfield Sports alone has agreements with more than 50 universities and conferences related to radio sports coverage. (Hoyt Expert Report, Ex. N)

14. Attached hereto as **Exhibit 14** is a true and correct copy of excerpts of the 2007-2008 Wisconsin Interscholastic Athletic Association 85th Annual Yearbook. (Hoyt Expert Report, Ex. O)

15. Attached hereto as **Exhibit 15** is a true and correct copy of 2008 payments to the WIAA: \$75,000 for the Boys and Girls Basketball State Tournaments and Hockey State finals, \$20,000 for Football State finals, and \$60,000 from When We Were Young Productions for all other tournament events. (Hoyt Expert Report, Ex. P)

16. Attached hereto as **Exhibit 16** is a true and correct copy of the 2008-09 WIAA State Tournaments – Events/Distribution spreadsheet. (Hoyt Expert Report, Ex. Q)

17. Attached hereto as **Exhibit 17** is a true and correct copy of the description of InsideBADGERSPORTS.com offerings and pricing. (Addendum to Expert Report of James L. Hoyt, Ex. AA)

18. Attached hereto as **Exhibit 18** is a true and correct copy of Gannett Co., Inc.'s Responses to Plaintiff Wisconsin Interscholastic Athletic Associations First Set of Interrogatories, served August 19, 2009 but signed October 2nd and 5th 2009.

19. Attached hereto as **Exhibit 19** is a true and correct copy of Wisconsin Newspaper Association, Inc.'s Responses to Plaintiff Wisconsin Interscholastic Athletic Associations First Set of Interrogatories, dated August 12, 2009.

20. Attached hereto as **Exhibit 20** is a true and correct copy of excerpts of the WIAA 2008-2009 Senior High School Handbook.

I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct to the best of my knowledge.

Dated this 22nd day of January, 2010.

s/ Autumn N. Nero
Autumn N. Nero

EXHIBIT 1

Wisconsin Interscholastic Athletic Association, et al. v. Gannett Co., Inc., et al.

Dr. Hoyt - Materials Considered

Complaint with Exhibits A - G

Defendants' Answer, Defenses and Counterclaim

Answer to Defendants' Counterclaims

First Amended Complaint with Exhibits A – E

Defendants' Answer to Plaintiff's First Amended Complaint

Wisconsin Newspaper Association's Responses to Plaintiff's First Set of Requests for Production of Documents dated 8-12-09

Wisconsin Newspaper Association's Responses to Plaintiff's First Set of Interrogatories dated 8-12-09

Gannett's Responses to Plaintiff's First Set of Requests for Production of Documents dated 8-19-09

Gannett's Responses to Plaintiff's First Set of Interrogatories dated 8-19-09

2-19-09 Letter from John Skilton to Dreps regarding WIAA Internet Streaming Policy

2008-09 Media Policies and Reference Guide

2009-10 Media Policies and Reference Guide

2008-09 Senior High School Handbook

2009-10 Senior High School Handbook

Excerpts of 2007-08 WIAA Yearbook

Big Ten Conference on Television (<http://www.bigten.org/mulimedia/big10-television.html>)

The Big Ten Conference Announces Media Agreements Increasing National Coverage of Big Ten Sports, June 21, 2006 (<http://www.bigten.org/genrel/062106aad.html>)

Receipts (3) rights fees in 2008

2008-09 Calendar of WIAA Tournament Events

2008-09 Western Collegiate Hockey Association

May 26, 1989 University of Wisconsin Sports News Service article, Subject: UW Athletic Department and WTMJ-Radio to Negotiate Exclusivity Rights

Radio and Television Broadcast Rates and Requirements Effective Fiscal 1988-89

Exclusive Radio Broadcast Rights with Attachment #1

Map of Learfield partners

Affidavit of Todd C. Clark

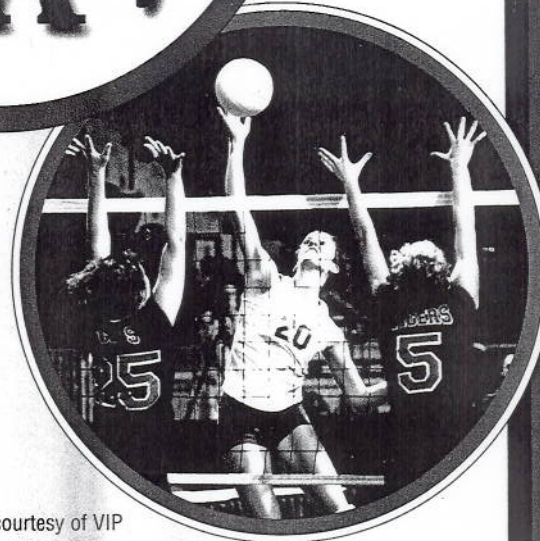
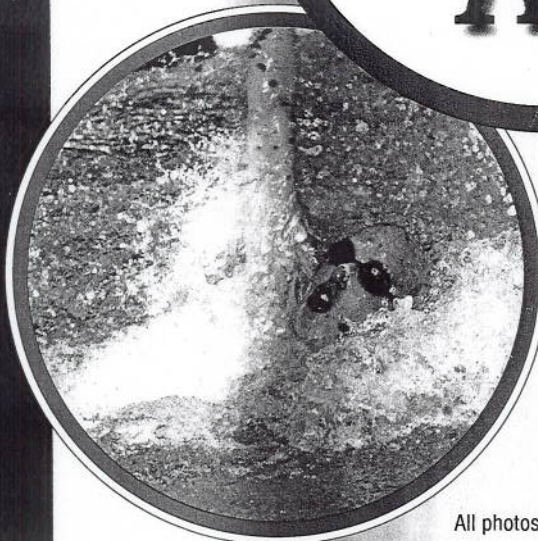
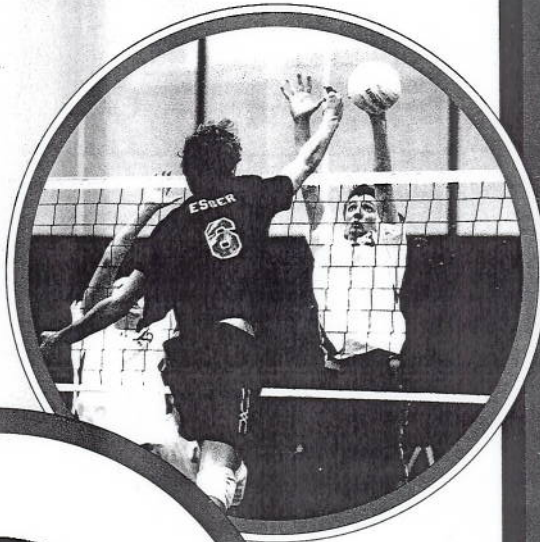
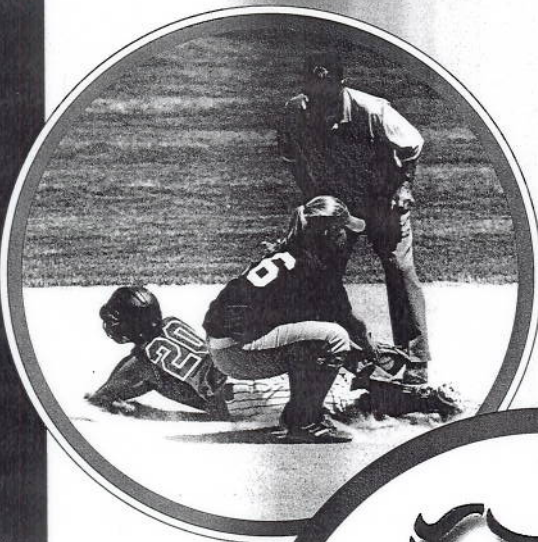
EXHIBIT 2

Wisconsin
Interscholastic Athletic Association

2008-09

Senior High School

Handbook



All photos courtesy of VIP

Introduction to the WIAA

The Wisconsin Interscholastic Athletic Association is a voluntary, unincorporated and nonprofit organization. As of April 1, 2008 there are 505 schools in the membership, including all senior high schools in Wisconsin's public school districts, statewide schools, specialty schools, and religious and independent schools. On the basis of the 2007-2008 school year, there are also 117 members in the WIAA Junior High/Middle Level association. The WIAA had its earliest beginnings in late 1895 and early 1896, and the first set of rules was adopted in December of 1896.

The governing body of the WIAA is the Board of Control which consists of 10 administrators from the senior high membership and one representative of the Wisconsin Association of School Boards. Seven of the 11 members represent geographical districts of the state, one is an at-large gender representative, one an at-large ethnic minority representative, and one is an at-large nonpublic school representative. The WASB member is named by its Board of Directors. Liaison representation is given to WADA (Wisconsin Athletic Directors Association), WASB (Wisconsin Association of School Boards) and the DPI (Department of Public Instruction). The first Board of Control was elected in 1897.

To assist the Board, an Advisory Council of administrators from senior highs was created in 1949 that now consists of 18 members. There are five members each from large, medium and small school categories and three at-large representatives, gender, ethnic minority and nonpublic school.

A seven-member Middle Level Council was created in 1996 and was enlarged to nine members in 1997. Liaison representation is provided to WAMLE (Middle Level Educators Association), DPI, WATA (Wisconsin Athletic Trainers Association) and WADA (Wisconsin Athletic Directors Association).

Operation of the WIAA is the responsibility of Executive Director Douglas E. Chickering and the executive staff at WIAA headquarters at 5516 Vern Holmes Drive in Stevens Point, WI. In addition to Chickering, there are five additional executive staff members and 15 full-time members of the support staff. There have been three other executive heads of the WIAA, the first being P.F. Neverman who served from 1924-1951, Cliff Fagan from 1951-1957 and John E. Roberts from 1957-1985. Doug Chickering became executive director on Jan. 1, 1986.

The WIAA conducts an Annual Meeting (senior high) each April which provides its membership the opportunity to amend the Constitution, Bylaws and Rules of Eligibility and address special topics. The WIAA is a member of the National Federation of State High School Associations.

The WIAA HANDBOOK, which is published each summer, is distributed free of charge to all administrators and coaches of member schools. It also is available to others at a cost of \$10. The WIAA YEARBOOK also is available at a cost of \$15. The Association also prints 12 issues of the WIAA BULLETIN from August to July. It is distributed without charge to the membership as well as to licensed game officials, and it may be purchased by others at a cost of \$8 per year. Also available for purchase are the DIRECTORY OF MEMBER HIGH SCHOOLS (\$12) and the JUNIOR HIGH/MIDDLE LEVEL DIRECTORY (\$6).

Constitution

The WIAA Constitution applies to high school and junior high/middle level. The Bylaws and Rules of Eligibility are published separately for high school and junior high/middle level.

For the convenience of readers, new rules and rules clarifications in the Constitution, Bylaws, and Rules of Eligibility have been highlighted (shaded areas).

Article I – Name

Section 1 – Association

- A. The name of this voluntary, unincorporated, and nonprofit organization shall be the Wisconsin Interscholastic Athletic Association (WIAA), hereinafter referred to as the Association.

Article II – Purpose

Section 1 – The purpose of this Association is threefold:

- A. To organize, develop, direct, and control an interscholastic athletic program which will promote the ideals of its membership and opportunities for member schools' participation.
- B. To emphasize interscholastic athletics as a partner with other school activities in the total educational process, and formulate and maintain policies which will cultivate high ideals of good citizenship and sportsmanship.
- C. To promote uniformity of standards in interscholastic athletic competition, and prevent exploitation by special interest groups of the school program and the individual's ability.

Article III – Membership

Section 1 – Eligibility

- A. Membership in this Association is open to:
 - 1) Public high schools on a Grades 9-12 basis, and public middle level schools on a Grades 6-8 or any combination thereof, basis.
 - 2) Schools associated with state-supported universities and colleges.
 - 3) State, county, and municipality supported institutional schools offering instruction in any or all of Grades 6-12.
 - 4) Nonpublic schools enrolling Grades 9-12 that qualify for Section 501(c) (3) status under the declaration of the Internal Revenue Code.
 - 5) Nonpublic schools enrolling Grades 6-8 that qualify for Section 501(c)(3) status under the declaration of the Internal Revenue Code.

Section 2 – Admission

- A. Application for membership shall be considered by the Board of Control of this Association upon receipt of the form provided for such purpose of evidence that the school:
 - 1) Minutes of school's governing board action authorizing application to the WIAA.
 - 2) The school's Board-approved extracurricular code of conduct.
 - 3) Department of Public Instruction school identification number.
 - 4) Indication of at least one independently sponsored, interscholastic athletic program.
 - 5) Completed WIAA membership application form provided as evidence that the school:
 - a. Is eligible as a public school or institution, substantially supported by taxation, and the application for membership by the public school has been approved by the school board of the school district of which the school is a part.
 - b. Is eligible as a nonpublic school, qualifying for Section 501(c) (3) status as a tax-exempt organization, and the application for membership by the nonpublic school has been approved by the recognized governing body of the nonpublic school.
 - c. Will conduct its athletic program under the CONSTITUTION, BYLAWS, and RULES OF ELIGIBILITY and all other regulations of this Association.
 - d. Agrees to abide by decisions and respect interpretations of the Board of Control of this Association.
- B. A school shall be a member in good standing for one calendar year prior to programs becoming eligible for entry into Association tournaments.
- C. A school shall be a member in good standing for one calendar year prior to being eligible for entering into cooperative team programming with another member school.

Section 3 – Classification

- A. Each senior high school shall be classified for purposes of membership, representation, and competition (including tournaments where necessary) on the basis of previous year's enrollment on the third Friday in September.
 - 1) Schools with only Grades 10-12 students shall add, for purposes of classification and competition:
 - a. The total enrollment figure of the Grade 9 students, if there is only one school with Grades 10-12 students in the district.

Spectator/Crowd Conduct Policies

The pursuit of good sportsmanship is a priority of the WIAA and its member schools. Coaches, administrators, athletes, cheerleaders, support groups and fans are expected to display good sportsmanship at all regular season and tournament contests. The WIAA Board of Control has established the following guidelines for certain matters during WIAA tournament competition. Schools are encouraged to have policies that promote good sportsmanship on a local and conference level for regular-season events. Schools are reminded that they may be requested to submit a written report to the WIAA if problems with conduct occur during a game or meet as specified in the WIAA Bylaws (Article IX, Game Control).

The manager of each tournament site will be expected to notify the WIAA office by telephone no later than the following school day of any serious problem or situation in the area of spectator control, crowd sportsmanship, etc. Managers should contact each competing school if host school policies are more restrictive than WIAA policies listed in this section.

WIAA Tournament Policies

Locker Room:

State Law (175.22) prohibits use of cell phones (and other image-recording devices) in locker rooms except in emergency situations.

Use of Public Address System:

At all WIAA tournament sites, the public address system is only to be used for announcements necessary for the administration of the contest.

Sportsmanship Announcement:

The reading of the following announcement is required immediately prior to player introductions of Tournament Series contests. "The WIAA requires good sportsmanship by student-athletes, coaches and spectators at education-based, interscholastic events. We request your cooperation by supporting the participants and officials in a positive manner. Profanity; racial; sexist; or ethnic comments; or other intimidating or taunting actions or chants will not be tolerated and are grounds for removal from the site of competition. Please enjoy the game in a positive manner."

Bands:

Participating schools will be allowed to bring their band and/or have a support group perform at halftime. Bands will be permitted to play only before and after competition, during time-outs and between periods when not in conflict with other scheduled events. Bands must receive permission from tournament managers prior to using amplifying devices.

Spectators may not bring audio and related radio equipment into facilities hosting games or meets.

Recorded Music:

Lyrics may not be offensive or profane. Recorded music is allowed before and after contests, during warm-ups, between periods or during time-outs. It is not allowed during playing action or brief pauses during playing action (between pitches, plays, assessing penalties/fouls/infractions).

Nonschool facilities such as hockey rinks should be advised about the restrictions on recorded music in advance. It is understood that State events may have separate and/or different restrictions on noisemakers and recorded music.

Banners and Signs:

For indoor events, temporary banners are allowed, with some restrictions. Banners and signs must be hand held and stationary. These banners may NOT have offensive language, be used to disrupt players or officials, interfere with spectators' view, used in an inappropriate manner or be carried around the facility during an event. Banners may not be hung from balconies, ceilings, etc. Permanent banners of the host school are allowed, such as those hanging in a gymnasium depicting conference schools, sportsmanship themes or with welcoming messages. At outdoor tournament events, banners may be displayed and/or hung with the approval of the tournament manager.

Shakers and pennants for spectators, cheerleaders and pom pon squads are allowed, even if attached to wooden/plastic sticks. "Homer hankies", towels, "hands" with "No. 1 fingers" and thunder sticks are permitted, but are subject to the following restrictions: (a) They may contain no printing except school name, team nickname and/or school mascot; (b) Tournament and meet managers have the authority to prohibit them if they cause crowd control problems.

Dress:

All spectators are required to dress appropriately.

Noisemakers:

Air horns, whistles and devices that simulate gunfire are not allowed. (canons, cap pistols, etc.)

Appropriate noisemakers are allowed at regular season and tournament competition; provided that they do not disrupt or interfere with playing action. Tournament managers and/or contest managers may restrict use of noisemakers if, in their judgment, they are disrupting coach/athlete communication or if the devices are excessively loud.

Laser Pens:

Laser pens are prohibited at all WIAA regular season and tournament contests. Violators shall be removed from the contest and laser pen(s) confiscated.

Video Taping/School Photographers:

Spectators are allowed to use hand held "camcorders" from their seats. Tripods and power cables are not allowed. Tournament managers may designate areas from which school photographers may videotape if space is available. Any commercial use of video is prohibited without written consent of the WIAA Executive Staff.

Cheerleading Guidelines:

Shakers and pennants for spectators, cheerleaders and pom pon squads are allowed, even if attached to wooden/plastic sticks. "Homer hankies", towels, "hands" with "No. 1 fingers" and thunder sticks are permitted, but are subject to the following restrictions: (a) They may contain no printing except school name, team nickname and/or school mascot; (b) Tournament and meet managers have the authority to prohibit them if they cause crowd control problems.

Only organized and authorized cheerleaders will be permitted to lead their cheering sections. No maximum number of cheerleaders is designated but the number should not exceed a reasonable total. Schools will be prohibited from using cheers which, in the judgment of the tournament manager, ridicule or taunt an opponent or are otherwise in bad taste. Mascots which are offensive in nature and appearance are not allowed and will be asked to leave at the discretion of the tournament manager.

Each school through its administrator is responsible for the nature of cheers. Cheerleaders can be helpful for the purpose of assisting in efforts to promote good crowd behavior. Cheerleaders and others (including spectators) may not engage in such activities as dunking the basketball, dancing on the floor during breaks in play, etc. Tournament managers will decide if "break-through hoops" will be allowed.

For reasons of safety, the following provision applies at all levels of tournament competition:

- a. Mini-trampolines, other rebounding devices and related pieces of equipment are prohibited.
- b. The use of pyramids/mounts is restricted as follows: All individuals in the pyramid/mount who are not in contact with the cheering surface must be supported by one or more individuals who are in direct weight bearing contact with the cheering surface (base).

Prohibited Activities/Materials:

No alcoholic beverages, tobacco products or illegal substances may be available or present at high school events.

Lotteries, drawings, raffles or contests are prohibited at WIAA Tournament events.

Confetti is prohibited.

Ethnic Minority Statement

The Wisconsin Interscholastic Athletic Association objects to activities or uses of materials that may be offensive to members of American Indian or other ethnic communities.

The Association, therefore, discourages schools with American Indian or ethnic mascots from bringing mascots, posters, etc., to any and all competition. This also includes displaying logos or participating in chants, yells, gestures, or other activities that potentially influence incorrect and inappropriate attitudes about the American Indian or any ethnic heritage.

Sportsmanship Disciplinary Policy

In June of 1997, the WIAA Board of Control approved a Sportsmanship Committee recommendation that a disciplinary procedure be in place for schools that have chronic sportsmanship problems. For multiple (more than one) player or coach ejections due to flagrant or unsportsmanlike conduct in a specific season, or for multiple reported incidents of fan/spectator misconduct taking place on school property or the contest facility or reports involving attacks on spectator buses or officials vehicles, the committee recommends the WIAA invoke the following penalty procedure:

1. Require offending school to submit a written report within two weeks on steps they intend to take to resolve problems, improve and correct the conduct of the coach and/or athlete or spectator group involved. The report may involve disciplinary action and must meet the satisfaction of the WIAA.
2. Schools who have multiple incidents of coach/athlete ejections and/or spectator misconduct in a specific sport reported to the WIAA will have that program placed on one year's probation.
3. Subsequent violations during the probationary period will result in the loss of hosting and/or suspension of tournament eligibility for the offending school in the specific sport for one year.

Radio Broadcast Policies

WIAA radio policies relate to broadcasts during the WIAA State Tournament Series. There is no WIAA jurisdiction over regular season radio broadcasting of high school interscholastic competition; however, school administrators are strongly encouraged to prohibit sponsors for broadcasts whose primary business is the sale of tobacco, alcohol, lottery/gambling, mood-altering substances or lewd subject matter. Stations streaming audio or video on the internet must abide by all internet policies and fees.

By submitting the application for radio broadcast or internet stream, stations agree to abide by all WIAA regulations, exclusive contractual agreements and policies regarding the broadcast of events during the entire WIAA Tournament Series to include prohibited advertising and sponsorships as determined by the WIAA.

Stations must apply for play-by-play and live report broadcast rights for pre-State events by completing the **"Radio/Internet Broadcasting Application"** in the *WIAA Media Guides* or *Reference Guide*. Notification and completed applications for broadcast, with station manager signature, must be mailed or faxed to the tournament site and the WIAA at least two days before the first game of a given tournament. Credentials for all regional and sectional levels of the Tournament Series competition will be issued by the tournament manager at the school hosting the event. Host managers have the right to accept or reject any or all applications for broadcasting or internet broadcasting. Host managers are expected to furnish free admission for two working persons.

Advertising of tobacco, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter or businesses whose primary purpose is the selling of products prohibited by the WIAA as described in the "Advertising" section of the *Media Reference Guide* during broadcasts are prohibited. The WIAA reserves the right to revoke or deny the broadcast rights of any radio station that includes in any part of its broadcast of WIAA Tournament events, including pregame and postgame shows, content or comments considered inappropriate or incompatible with the educational integrity of the tournament or host institution from which the broadcast is originated.

Stations may make arrangements with tournament hosts to pay broadcast rights fee at the tournament site the date of the contest. The fee is to be paid whether or not the station originates a broadcast. There is no fee for live report updates provided no play-by-play is done. Pre-State host tournament managers are authorized to refund fees if the station has a legitimate reason for not being able to broadcast after they planned to do so and/or indicated to the manager in advance it will not be broadcasting if the school it is following is eliminated from the tournament.

A "broadcast" is defined as the airing or intent of airing the entire duration of tournament games or complete session of games from the time the broadcast begins to the time the broadcast ends at the tournament site. This definition includes halftime, between games of a session, immediately before and after a tournament game or session, and during intermission stops and timeouts. A "non-commercial broadcast," defined for the purpose of rights fees assessment, is one that contains no commercials or sponsorships during the entire duration of tournament games or complete session of games from the time the broadcast begins to the time the broadcast ends at the tournament site. This definition prohibits commercials or sponsorships during halftime, between games of a session, immediately before and after a tournament session, and during intermission stops and timeouts. However, a station may return to its studio at halftime or between games of a session to air regularly scheduled programs with its normal advertisers and sponsors.

Stations will not receive a reduced fee by dividing a session into one game on a commercial basis and another on a non-commercial or commercial-delayed basis.

Broadcasts may not begin sooner than three hours after the start time of the game or meet to be classified as a rebroadcast or tape-delayed broadcast.

Broadcast Fees

Type of Radio/Internet	Pre-State*	State*
Broadcast	Fees	Fees
Live broadcast with commercial sponsorship	\$50	\$100
Live broadcast without commercial sponsorship	\$40	\$90
Delayed broadcast with commercial sponsorship	\$50	\$100
Delayed broadcast without commercial sponsorship	\$40	\$90
Stations receiving live feed from originating commercial broadcast	\$40	\$90
Live internet placement of text, images or audio directly from venue	\$50	\$100
Live/Taped Reports/Updates	--	\$25 w/cell or phone

State fees reflected are per game (per day for individual wrestling). Radio broadcasts simultaneously running cybercasts on its internet site does not pay additional fee. The live broadcast fee covers both casts. Rights fees are independent of any telephone line charges covered in the "Telephone Lines" section. Pre-State wrestling fees indicated covers entire regional or sectional. Broadcast rights fees are applicable for stations that pick-up live or delayed feeds from another station or website.

***Subject to radio network agreements.**

Television/Cable Broadcast Policies

WIAA television/cable policies relate to broadcasts during the WIAA State Tournament Series. There is no WIAA jurisdiction over regular season live or taped-delayed television or cable broadcasting of high school interscholastic competition. It is strongly recommended that school administrators not allow sponsors or advertisers on commercial broadcasts or cable telecasts containing any sponsorships or advertising for businesses whose primary purpose is the selling of products prohibited by the WIAA (tobacco, alcoholic beverages, lottery, gambling, mood-altering substances and lewd subject matter). No fees for regular-season broadcasts are required by the WIAA, but local schools and participating teams may wish to require a fee to recover expenses incurred (i.e. power, scaffolding, seats lost due to camera positions, tickets sales lost by spectators staying home and watching, etc.). Television stations and cable stations also considering streaming audio or video on the internet must abide by all internet policies as written in the *Media Reference Guide*.

Pre-State Tournament Series accommodations for working television or cable personnel, cameras and other equipment involved in broadcast production is the responsibility of the host tournament manager, provided the television stations or cable operators receive permission to broadcast in advance. Stations/cable operators must contact tournament host managers and When We Were Young Productions to determine if a live broadcast will be permitted and the amount of rights fees assessed.

Production and distribution rights for all State Tournament and State Tournament Series events are exclusively held by When We Were Young Productions and the WIAA with the exception of the Girls and Boys State Basketball Tournament and the Girls and Boys State Hockey Championship games, which are held by Quincy Newspapers, Inc. **All parties interested in the production and distribution of any State Tournament or State Tournament Series event will be required to obtain permission from the current production and distribution rights holder.**

Production and distribution rights include, and are not limited to, live or delayed television through network or cable outlets, video on demand, content streaming through any platform and physical media. All permissions granted, policies enforced, and fees required will be at the sole discretion of the rights holder. Detailed information regarding policies and fees are available upon request from When We Were Young Productions.

Summary and Contact Information

Event

All State Tournament Series Events
(Regional & Sectional events for all sports)

All State Tournament Events, excluding Boys & Girls Basketball
Tournaments and Boys & Girls State Hockey Championship Finals games

Boys & Girls Basketball Tournaments and Boys & Girls State Hockey
Championship Finals games

Rights Holder and Contact Information

Tim Knoeck, When We Were Young Productions
313 W. Beltline Hwy., Suite 31, Madison, WI 53713
Phone: (608) 274-9999, ext. 225

Tim Knoeck, When We Were Young Productions
313 W. Beltline Hwy., Suite 31, Madison, WI 53713
Phone: (608) 274-9999, ext. 225

Laurin Jorstad, WAOW-TV
1908 Grand Ave., Wausau, WI 54403
Phone: (715) 842-2251

The WIAA reserves the right to revoke or deny present and future broadcast rights of any television stations or cable operators that include, in any part of its broadcast of WIAA Tournament events including pregame and postgame shows, content or comments considered inappropriate or incompatible with the educational integrity of the tournament or host institution from which the broadcast is originated.

A tape-delayed broadcast is prohibited from airing until three hours after the start of the respective event being aired on a tape-delayed basis. No taped-delayed broadcast of any WIAA Tournament Series event is permitted during the exclusive live coverage of the WIAA State Tournament in the same sport.

The following rules apply for commercial stations covering the WIAA State Tournament Series for newscast purposes:

- a. There is no fee for such purpose.
- b. There may not be live coverage of any kind during the contests. "Live coverage" is defined as any activity which occurs while a game or meet is in progress. Stations may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news or sports programs and are no more than two minutes of a program which is 30 minutes or less in length.
- c. Use of film, video tape, etc., is limited to regularly scheduled news or sports programs, and use on such programs is limited to no more than three minutes of a program which is 30 minutes in length. Unless written approval is granted from the WIAA office, use of more than two minutes of film, video tape, etc., beyond five days from the last day of a tournament is prohibited outside of regularly scheduled news and sports broadcasts.

EXHIBIT 3

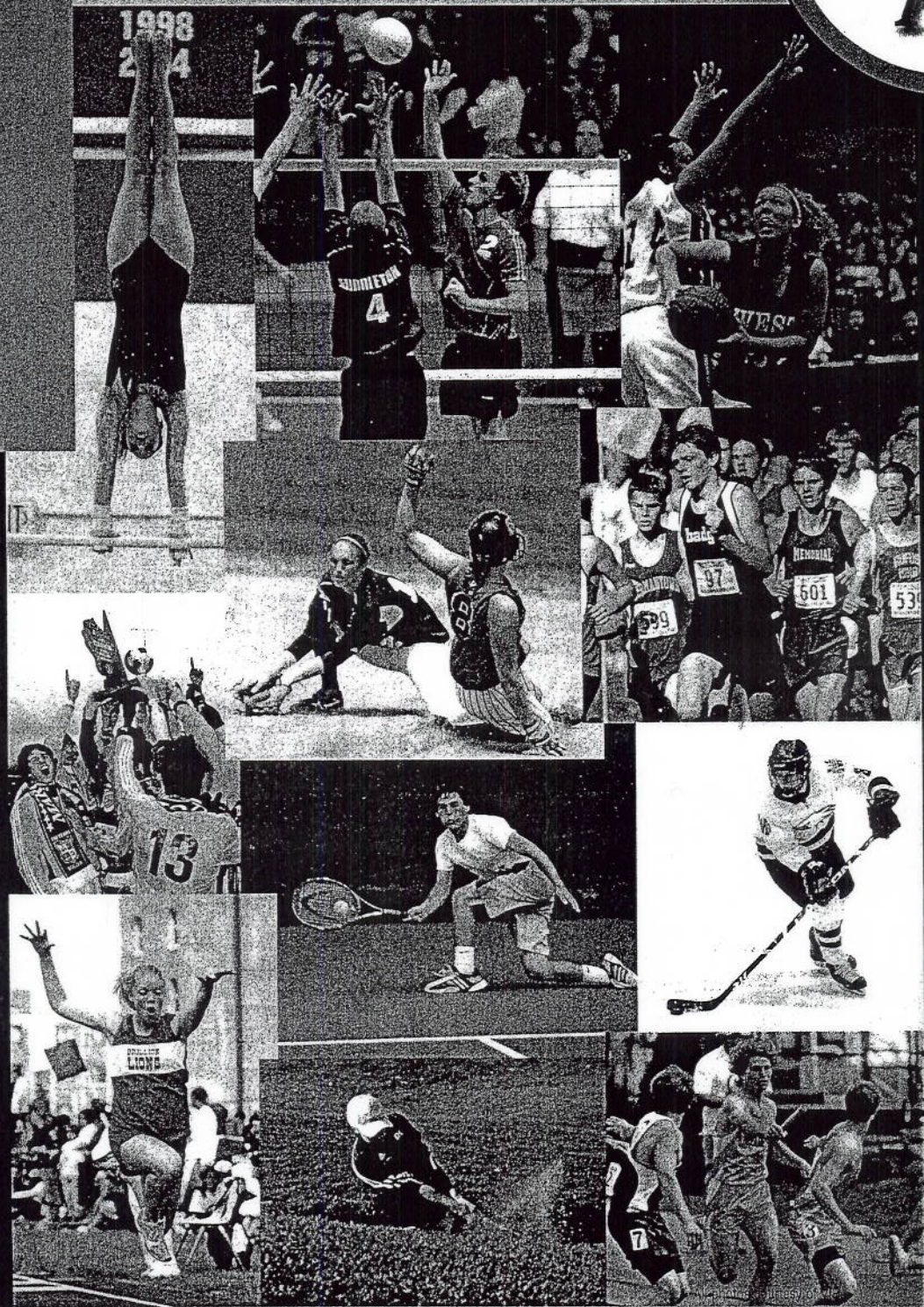
Senior High School



WIAA

2009-2010

Handbook



Wisconsin Interscholastic Athletic Association

Introduction to the WIAA

The Wisconsin Interscholastic Athletic Association is a voluntary, unincorporated and nonprofit organization. As of April 1, 2009 there are 502 schools in the membership, including all senior high schools in Wisconsin's public school districts, statewide schools, specialty schools, and religious and independent schools. Another 18 charter schools are associate members. On the basis of the 2008-2009 school year, there are also 117 members in the WIAA Junior High/Middle Level association. The WIAA had its earliest beginnings in late 1895 and early 1896, and the first set of rules was adopted in December of 1896.

The governing body of the WIAA is the Board of Control which consists of 10 administrators from the senior high membership and one representative of the Wisconsin Association of School Boards. Seven of the 11 members represent geographical districts of the state, one is an at-large gender representative, one an at-large ethnic minority representative, and one is an at-large nonpublic school representative. The WASB member is named by its Board of Directors. Liaison representation is given to WADA (Wisconsin Athletic Directors Association), WASB (Wisconsin Association of School Boards) and the DPI (Department of Public Instruction). The first Board of Control was elected in 1897.

To assist the Board, an Advisory Council of administrators from senior highs was created in 1949 that now consists of 18 members. There are five members each from large, medium and small school categories and three at-large representatives, gender, ethnic minority and nonpublic school.

A Middle Level Council was created in 1996. Seven of the 10 members represent geographical districts of the state, one is an at-large gender representative, one an at-large ethnic minority representative, and one is an at-large nonpublic school representative. Liaison representation is provided to WAMLE (Middle Level Educators Association), DPI (Department of Public Instruction), WATA (Wisconsin Athletic Trainers Association) and WADA (Wisconsin Athletic Directors Association).

Operation of the WIAA is the responsibility of Executive Director Dave Anderson and the executive staff at WIAA headquarters at 5516 Vern Holmes Drive in Stevens Point, WI. In addition to Anderson, there are five additional executive staff members and 15 full-time members of the support staff. There have been four other executive heads of the WIAA, the first being P.F. Neverman who served from 1924-1951, Cliff Fagan from 1951-1957, John E. Roberts from 1957-1985 and Doug Chickering from Jan. 1, 1986-July 31, 2009. Dave Anderson, became executive director on Aug. 1, 2009.

The WIAA conducts an Annual Meeting (senior high) each April which provides its membership the opportunity to amend the Constitution, Bylaws and Rules of Eligibility and address special topics. The WIAA is a member of the National Federation of State High School Associations.

The WIAA HANDBOOK, which is published each summer, is distributed free of charge to all administrators and coaches of member schools. It also is available to others at a cost of \$10. The WIAA YEARBOOK also is available at a cost of \$15. The Association also prints 11 issues of the WIAA BULLETIN from August to July. It is distributed without charge to the membership as well as to licensed game officials, and it may be purchased by others at a cost of \$8 per year. Also available for purchase are the DIRECTORY OF MEMBER HIGH SCHOOLS (\$12) and the JUNIOR HIGH/MIDDLE LEVEL DIRECTORY (\$6).

Constitution

The WIAA Constitution applies to high school and junior high/middle level. The Bylaws and Rules of Eligibility are published separately for high school and junior high/middle level.

For the convenience of readers, new rules and rules clarifications in the Constitution, Bylaws, and Rules of Eligibility have been highlighted (shaded areas).

Article I – Name

Section 1 – Association

- A. The name of this voluntary, unincorporated, and nonprofit organization shall be the Wisconsin Interscholastic Athletic Association (WIAA), hereinafter referred to as the Association.

Article II – Purpose

Section 1 – The purpose of this Association is threefold:

- A. To organize, develop, direct, and control an interscholastic athletic program which will promote the ideals of its membership and opportunities for member schools' participation.
- B. To emphasize interscholastic athletics as a partner with other school activities in the total educational process, and formulate and maintain policies which will cultivate high ideals of good citizenship and sportsmanship.
- C. To promote uniformity of standards in interscholastic athletic competition, and prevent exploitation by special interest groups of the school program and the individual's ability.

Article III – Membership

Section 1 – Eligibility

- A. Membership in this Association is open to:
 - 1) Public high schools on a Grades 9-12 basis, and public middle level schools on a Grades 6-8 or any combination thereof, basis.
 - 2) Schools associated with state-supported universities and colleges.
 - 3) State supported institutional schools offering instruction in any or all of Grades 6-12.
 - 4) Nonpublic schools enrolling Grades 9-12 that qualify for Section 501(c) (3) status under the declaration of the Internal Revenue Code.
 - 5) Nonpublic schools enrolling Grades 6-8 that qualify for Section 501(c)(3) status under the declaration of the Internal Revenue Code.
 - 6) Charter schools enrolling students in grades 9-12, whose chartering authority has approved membership for at least one other stand-alone member in good standing.
- Note: A charter school's status shall be as an Associate member. Associate membership does not include voting or cooperative team privileges.

Section 2 – Admission

- A. Application for membership shall be considered by the Board of Control of this Association upon receipt of the form provided for such purpose of evidence that the school:
 - 1) Minutes of school's governing board action authorizing application to the WIAA.
 - 2) The school's Board-approved extracurricular code of conduct.
 - 3) Department of Public Instruction school identification number.
 - 4) Indication of at least one independently sponsored, interscholastic athletic program.
 - 5) Completed WIAA membership application form provided as evidence that the school:
 - a. Is eligible as a public school or institution, substantially supported by taxation, and the application for membership by the public school has been approved by the school board of the school district of which the school is a part.
 - b. Is eligible as a nonpublic school, qualifying for Section 501(c) (3) status as a tax-exempt organization, and the application for membership by the nonpublic school has been approved by the recognized governing body of the nonpublic school.
 - c. Will conduct its athletic program under the CONSTITUTION, BYLAWS, and RULES OF ELIGIBILITY and all other regulations of this Association.
 - d. Agrees to abide by decisions and respect interpretations of the Board of Control of this Association.
- B. A school shall be a member in good standing for one calendar year prior to programs becoming eligible for entry into Association tournaments.
- C. A school shall be a member in good standing for one calendar year prior to being eligible for entering into cooperative team programming with another member school.

D. Exceptions to items A4 and B of this section will be considered for approved charter schools, upon application from their public school governing bodies.

Note 1: Consideration will be given to residency, enrollment, the chartering authority and the number of charter schools under the jurisdiction of the chartering authority. It will be required that the chartering authority has also approved membership for at least one stand-alone member in good standing.

Note 2: In multi-high school districts, charter school students are eligible at the school of residence only. WIAA transfer rules apply.

Section 3 – Classification

- A. Each senior high school shall be classified for purposes of membership, representation, and competition (including tournaments where necessary) on the basis of previous year's enrollment on the third Friday in September.

Spectator/Crowd Conduct Policies

The pursuit of good sportsmanship is a priority of the WIAA and its member schools. Coaches, administrators, athletes, cheerleaders, support groups and fans are expected to display good sportsmanship at all regular season and tournament contests. The WIAA Board of Control has established the following guidelines for certain matters during WIAA tournament competition. Schools are encouraged to have policies that promote good sportsmanship on a local and conference level for regular-season events. Schools are reminded that they may be requested to submit a written report to the WIAA if problems with conduct occur during a game or meet as specified in the WIAA Bylaws (Article IX, Game Control).

The manager of each tournament site will be expected to notify the WIAA office by telephone no later than the following school day of any serious problem or situation in the area of spectator control, crowd sportsmanship, etc. Managers should contact each competing school if host school policies are more restrictive than WIAA policies listed in this section.

WIAA Tournament Policies

Locker Room:

State Law (175.22) prohibits use of cell phones (and other image-recording devices) in locker rooms except in emergency situations.

Use of Public Address System:

At all WIAA tournament sites, the public address system is only to be used for announcements necessary for the administration of the contest.

Sportsmanship Announcement:

The reading of the following announcement is required immediately prior to player introductions of Tournament Series contests.

"The WIAA requires good sportsmanship by student-athletes, coaches and spectators at education-based, interscholastic events. We request your cooperation by supporting the participants and officials in a positive manner. Profanity; racial; sexist; or ethnic comments; or other intimidating or taunting actions or chants will not be tolerated and are grounds for removal from the site of competition. Please enjoy the game in a positive manner."

Bands:

Participating schools will be allowed to bring their band and/or have a support group perform at halftime. Bands will be permitted to play only before and after competition, during time-outs and between periods when not in conflict with other scheduled events. Bands must receive permission from tournament managers prior to using amplifying devices.

Spectators may not bring audio and related radio equipment into facilities hosting games or meets.

Recorded Music:

Lyrics may not be offensive or profane. Recorded music is allowed before and after contests, during warm-ups, between periods or during time-outs. It is not allowed during playing action or brief pauses during playing action (between pitches, plays, assessing penalties/fouls/infractions).

Nonschool facilities such as hockey rinks should be advised about the restrictions on recorded music in advance. It is understood that State events may have separate and/or different restrictions on noisemakers and recorded music.

Banners and Signs:

For indoor events, temporary banners are allowed, with some restrictions. Banners and signs must be hand held and stationary. These banners may NOT have offensive language, be used to disrupt players or officials, interfere with spectators' view, used in an inappropriate manner or be carried around the facility during an event. Banners may not be hung from balconies, ceilings, etc. Permanent banners of the host school are allowed, such as those hanging in a gymnasium depicting conference schools, sportsmanship themes or with welcoming messages. At outdoor tournament events, banners may be displayed and/or hung with the approval of the tournament manager.

Shakers and pennants for spectators, cheerleaders and pom pon squads are allowed, even if attached to wooden/plastic sticks. "Homer hankies", towels, "hands" with "No. 1 fingers." Tournament and meet managers have the authority to prohibit items if they are deemed to cause crowd control problems.

Dress:

All spectators are required to dress appropriately.

Noisemakers:

Air horns, whistles and devices that simulate gunfire are not allowed (canons, cap pistols, etc.). The WIAA Tournament Series policy on noisemakers is in accordance with NFHS rules. Please refer to NFHS sport Rule Books for sport regulations on noisemakers. Tournament and meet managers have the authority to prohibit noisemakers if they are deemed to cause crowd control problems.

Laser Pens:

Laser pens are prohibited at all WIAA regular season and tournament contests. Violators shall be removed from the contest and laser pen(s) confiscated.

Video Taping/School Photographers:

Spectators are allowed to use hand held "camcorders" from their seats. Tripods and power cables are not allowed. Tournament managers may designate areas from which school photographers may videotape if space is available. Any commercial use of video is prohibited without written consent of the WIAA Executive Staff.

Cheerleading Guidelines:

Shakers and pennants for spectators, cheerleaders and pom pom squads are allowed, even if attached to wooden/plastic sticks. "Homer hankies", towels, "hands" with "No. 1 fingers" and thunder sticks are permitted, but are subject to the following restrictions: (a) They may contain no printing except school name, team nickname and/or school mascot; (b) Tournament and meet managers have the authority to prohibit them if they cause crowd control problems.

Only organized and authorized cheerleaders will be permitted to lead their cheering sections. No maximum number of cheerleaders is designated but the number should not exceed a reasonable total. Schools will be prohibited from using cheers which, in the judgment of the tournament manager, ridicule or taunt an opponent or are otherwise in bad taste. Mascots which are offensive in nature and appearance are not allowed and will be asked to leave at the discretion of the tournament manager.

Each school through its administrator is responsible for the nature of cheers. Cheerleaders can be helpful for the purpose of assisting in efforts to promote good crowd behavior. Cheerleaders and others (including spectators) may not engage in such activities as dunking the basketball, dancing on the floor during breaks in play, etc. Tournament managers will decide if "break-through hoops" will be allowed.

For reasons of safety, the following provision applies at all levels of tournament competition:

- a. Mini-trampolines, other rebounding devices and related pieces of equipment are prohibited.
- b. The use of pyramids/mounts is restricted as follows: All individuals in the pyramid/mount who are not in contact with the cheering surface must be supported by one or more individuals who are in direct weight bearing contact with the cheering surface (base).

Prohibited Activities/Materials:

No alcoholic beverages, tobacco products or illegal substances may be available or present at high school events.

Lotteries, drawings, raffles or contests are prohibited at WIAA Tournament events.

Confetti is prohibited.

Ethnic Minority Statement

The Wisconsin Interscholastic Athletic Association objects to activities or uses of materials that may be offensive to members of American Indian or other ethnic communities.

The Association, therefore, discourages schools with American Indian or ethnic mascots from bringing mascots, posters, etc., to any and all competition. This also includes displaying logos or participating in chants, yells, gestures, or other activities that potentially influence incorrect and inappropriate attitudes about the American Indian or any ethnic heritage.

Sportsmanship Disciplinary Policy

In June of 1997, the WIAA Board of Control approved a Sportsmanship Committee recommendation that a disciplinary procedure be in place for schools that have chronic sportsmanship problems. In 2008, the Board modified the disciplinary procedure. For multiple or egregious player or coach ejections due to unsportsmanlike conduct in a specific season; for egregious or multiple reported incidents of fan/spectator misconduct taking place on school property or the contest facility; or for reports involving attacks on spectator buses or officials vehicles, the committee recommends the WIAA invoke the following penalty procedure:

1. Require offending school to submit a written report within two weeks on steps they intend to take to resolve problems, and improve and correct the conduct of the coach and/or athlete or spectator group involved. The report must meet the satisfaction of the WIAA Executive Staff.
2. Require offending school's district administrator, principal and athletic director to meet with the Executive Staff at the WIAA office to identify steps they intend to take to resolve problems, and improve and correct the conduct of the coach and/or athlete or spectator group involved. The report may involve disciplinary action and must meet the satisfaction of the WIAA Executive Staff.
3. Schools who have multiple incidents of coach/athlete ejections and/or spectator misconduct in a specific sport will have that program placed on one year's probation.
4. Subsequent violations during the probationary period will result in the loss of hosting privileges in the specific sport.
5. Additional violations will result in suspension of tournament eligibility for the offending school in the specific sport for one year.

Audio/Text Transmission Policies

WIAA radio policies relate to transmissions during the WIAA State Tournament Series. There is no WIAA jurisdiction over regular season audio transmissions of high school interscholastic competition; however, school administrators are strongly encouraged to prohibit sponsors of transmissions whose primary business is the sale of tobacco, alcohol, lottery/gambling, mood-altering substances or lewd subject matter. Stations or Web sites streaming audio or video on the internet must abide by all internet policies and fees.

By submitting the application for audio transmissions, stations and Web sites agree to abide by all WIAA regulations, exclusive contractual agreements and policies regarding the transmission of events during the entire WIAA Tournament Series to include prohibited advertising and sponsorships as determined by the WIAA.

Stations and Web sites must apply for play-by-play and live report transmission rights for pre-State events by completing the "Radio/Internet Transmission Application" in the *WIAA Media Guides* or *Reference Guide*. Notification and completed applications for audio transmission, with station manager signature, must be mailed or faxed to the tournament site and the WIAA at least two days before the first game of a given tournament. Credentials for all regional and sectional levels of the Tournament Series competition will be issued by the tournament manager at the school hosting the event. Host managers have the right to accept or reject any or all applications for broadcasting or internet streaming. Host managers are expected to furnish free admission for two working persons.

Advertising of tobacco, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter or businesses whose primary purpose is the selling of products prohibited by the WIAA as described in the "Advertising" section of the *Media Reference Guide* during transmissions are prohibited. The WIAA reserves the right to revoke or deny the transmission rights of any radio station that includes in any part of its transmission of WIAA Tournament events, including pregame and postgame shows, content or comments considered inappropriate or incompatible with the educational integrity of the tournament or host institution from which the transmission is originated.

Stations and Web sites must make arrangements with tournament hosts to pay transmission rights fee at the tournament site the date of the contest. The fee is to be paid whether or not the station or Web site originates a transmission. There is no fee for pre-State live report updates provided no play-by-play is done. Pre-State host tournament managers are authorized to refund fees if the station or Web site has a legitimate reason for not being able to transmit after they planned to do so and/or indicated to the manager in advance it will not be transmitting if the school it is following is eliminated from the tournament.

A "transmission" is defined as the airing, streaming or intent of airing or streaming, during the entire transmission of tournament games or complete session of games from the time the transmission begins to the time the transmission ends at the tournament site. This definition includes halftime, between games of a session, immediately before and after a tournament game or session, and during intermission stops and timeouts. A "non-commercial transmission," defined for the purpose of rights fees assessment, is one that contains no commercials or sponsorships during the entire duration of tournament games or complete session of games from the time the transmission begins to the time the transmission ends at the tournament site. This definition prohibits commercials or sponsorships during halftime, between games of a session, immediately before and after a tournament session, and during intermission stops and timeouts. However, a radio station may return to its studio at halftime or between games of a session to air regularly scheduled programs with its normal advertisers and sponsors.

Stations or Web sites will not receive a reduced fee by dividing a session into one game on a commercial basis and another on a non-commercial or commercial-delayed basis.

Transmissions may not begin sooner than three hours after the start time of the game or meet to be classified as a retransmission or tape-delayed transmission.

Transmission Fees

Type of Radio/Internet Transmission	*Pre-State Fees	State Fees
Live transmission with commercial sponsorship	\$50	\$100
Live transmission without commercial sponsorship	\$40	\$90
Delayed transmission with commercial sponsorship	\$50	\$100
Delayed transmission without commercial sponsorship	\$40	\$90
Stations Web site receiving live feed or link from originating commercial transmission	\$40	\$90
*Live internet placement of text, images or audio directly from venue	*\$30	*\$50
Live/Taped Reports/Updates	- -	\$25 w/cell or phone

State fees reflected are per game (per day for individual wrestling). Radio transmissions simultaneously streaming the same event on its internet site does not pay additional fee. Rights fees are independent of any telephone line charges covered in the "Telephone Lines" section. Pre-State wrestling fees indicated covers entire regional or sectional. Transmission rights fees are applicable for stations or Web sites that pick-up live or delayed feeds or links from another station or website.

*Subject to WIAA policy determination.

Video Transmission Policies

WIAA video transmission (broadcast, cable, Web stream, etc.) policies relate to video transmissions during the WIAA State Tournament Series. There is no WIAA jurisdiction over regular season live or taped-delayed video transmissions of high school interscholastic competition. It is strongly recommended that school administrators not allow sponsors or advertisers on commercial video transmissions containing any sponsorships or advertising for businesses whose primary purpose is the selling of products prohibited by the WIAA (tobacco, alcoholic beverages, lottery, gambling, mood-altering substances and lewd subject matter). No fees for regular-season transmissions are required by the WIAA, but local schools and participating teams may wish to require a fee to recover expenses incurred (i.e. power, scaffolding, seats lost due to camera positions, tickets sales lost by spectators staying home and watching, etc.). Television stations, cable stations and Web sites considering streaming audio or video on the internet must abide by all internet policies as written in the *Media Reference Guide*.

Pre-State Tournament Series accommodations for working television, cable or Web site personnel, cameras and other equipment involved in video transmission production is the responsibility of the host tournament manager, provided the television stations, cable operators or Web sites receive permission to transmit in advance. Stations/cable/Web site operators must contact tournament host managers and When We Were Young Productions to determine if a live or taped transmission will be permitted.

Production and distribution rights for all State Tournament and State Tournament Series events are exclusively held by When We Were Young Productions and the WIAA with the exception of the Girls and Boys State Basketball Tournament and the Girls and Boys State Hockey Championship games, which are held by Quincy Newspapers, Inc. and the Football Finals, which are held by FS Wisconsin. **All parties interested in the production and distribution of any State Tournament or State Tournament Series event will be required to obtain permission from the current production and distribution rights holder.**

Production and distribution rights include, and are not limited to, live or delayed television through network or cable outlets, video on demand and content streaming through any platform and physical media. All permissions granted, policies enforced, and fees required will be at the sole discretion of the WIAA and its production and distribution partners. Detailed information regarding policies and fees are available upon request from the WIAA or When We Were Young Productions.

Summary and Contact Information

Event

All Pre-State Tournament Series Events
(Regional & Sectional events for all sports)

All State Tournament Events, excluding Boys & Girls Basketball
Tournaments and Boys & Girls State Hockey Championship Finals games

Boys & Girls Basketball Tournaments and Boys & Girls State Hockey
Championship Finals games

Rights Holder and Contact Information

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1908 Grand Ave., Wausau, WI 54403
Phone: (715) 842-2251

The WIAA reserves the right to revoke or deny present and future transmission rights of any television stations, cable operators or Web sites that include, in any part of its transmission of WIAA Tournament events including pregame and postgame shows, content or comments considered inappropriate or incompatible with the educational integrity of the tournament or host institution from which the transmission is originated.

A tape-delayed transmission is prohibited from airing until three hours after the start of the respective event being transmitted on a tape-delayed basis. No taped-delayed transmission of any WIAA Tournament Series event is permitted during the exclusive live coverage of the WIAA State Tournament in the same sport.

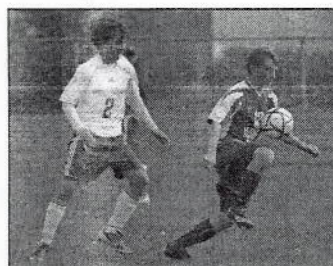
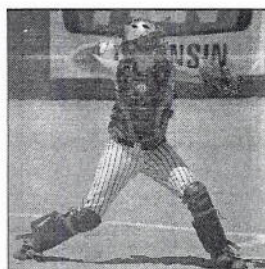
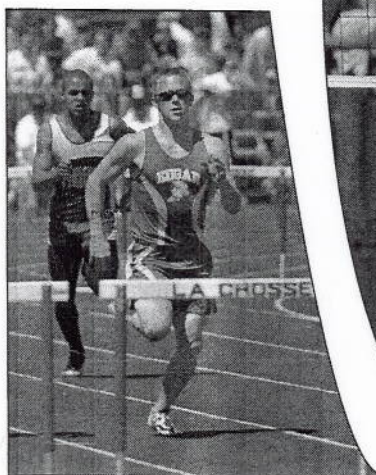
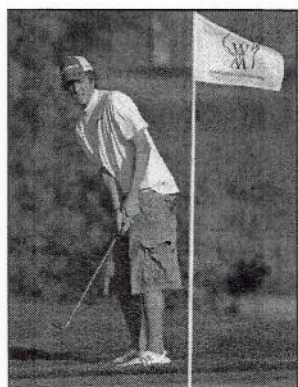
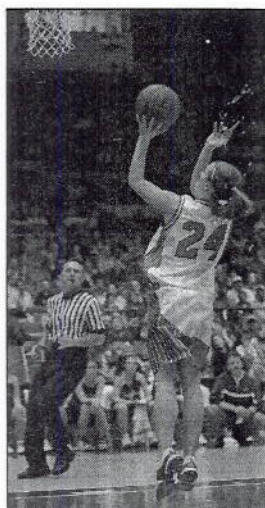
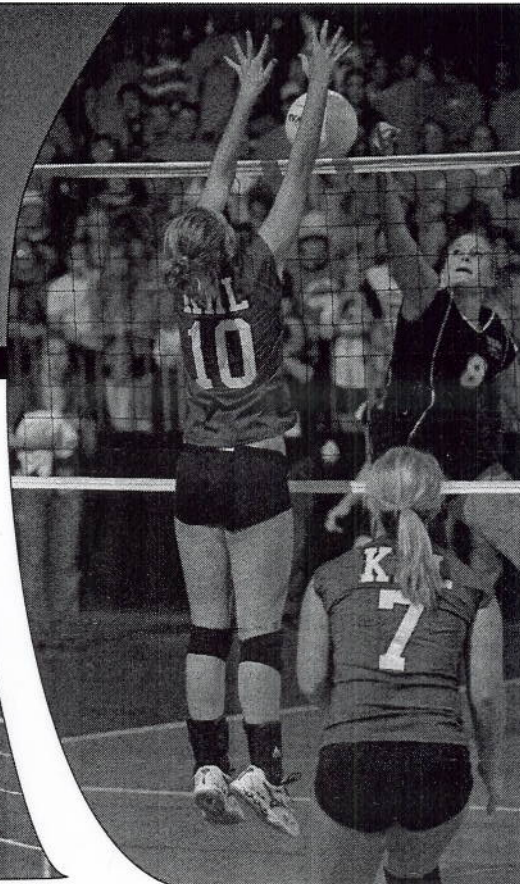
The following rules apply for commercial stations covering the WIAA State Tournament Series for newscast purposes:

- a. There is no fee for such purpose.
- b. There may not be live coverage of any kind during the contests. "Live coverage" is defined as any activity which occurs while a game or meet is in progress. Stations may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news or sports programs and are no more than two minutes of a program which is 30 minutes or less in length.
- c. Use of film, video tape, etc., is limited to regularly scheduled news or sports programs, and use on such programs is limited to no more than two minutes of a program which is 30 minutes in length. Unless written approval is granted from the WIAA office, use of more than two minutes of film, video tape, etc., beyond two days from the last day of a tournament is prohibited outside of regularly scheduled news and sports transmissions.

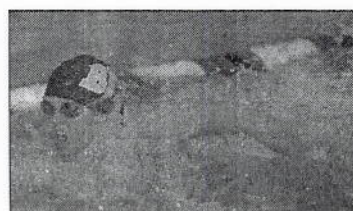
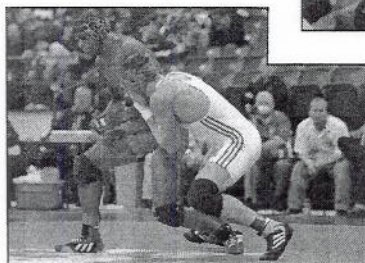
EXHIBIT 4



Wisconsin Interscholastic Athletic Association



All photos courtesy of VIP



2008-09 Media Policies Reference Guide

Introduction

The Wisconsin Interscholastic Athletic Association acknowledges the responsibilities of legitimate news gathering media representatives in covering and reporting from WIAA-sponsored tournaments. We recognize and appreciate the interest and promotion generated by media coverage and the recognition given to the achievements of school teams and student-athletes.

The WIAA Media Policies Reference Guide is produced to inform statewide media of WIAA policies in effect for all levels of State Tournament Series competition and assist members of the media in providing comprehensive coverage to their communities.

All members of the media are responsible for reviewing the policies included in this reference guide. Policies contained in this guide refers to television, radio, print and internet media. These policies are not extended to regular-season interscholastic competition, but are effective at the start of post-season WIAA Tournament Series competition.

For more information, please contact us at:

Todd Clark, Director of Communications
Wisconsin Interscholastic Athletic Association
5516 Vern Holmes Dr.
Stevens Point, WI 54481
(715) 344-8580/fax (715) 344-4241
e-mail: tclark@wiaawi.org

Joan Gralla, House Manager
Wisconsin Interscholastic Athletic Association
5516 Vern Holmes Dr
Stevens Point, WI 54481
(715) 344-8580/fax (715) 344-4241
e-mail: jgralla@wiaawi.org

General Policies

The WIAA has established regulations and guidelines to assist media with the requesting/issuing of working media credentials, parking permits, the use of equipment by news gathering media and the comprehension of WIAA property rights for State Tournament Series competitions.

Any noneditorial, commercial or other unauthorized use of any transmission, internet stream, photo, image, film, video-tape, audio tape, writing, drawing or other depiction or description of any game, game action, game information (including game statistics), player interview, venue-associated activity, and any non-editorial or commercial use of any team school name or logo, is prohibited without written consent of the WIAA.

Credentials

Media credentials and accommodations for regional, sectional and State Tournament competitions are not transferable or for sale under any circumstances.

Requests for credentials must be made in accordance with WIAA policies through a legitimate newspaper, radio/TV station, magazine, internet network or recognized news-gathering organizations as determined by the WIAA. Credentials are reserved for adult members of the media only. The WIAA reserves the right to request company letterhead when determined necessary to verify credential requests.

Media requesting credentials to WIAA State Tournament events must submit a completed Credential Request Form. An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. The form is also located in this guide (page 18) and in the WIAA Media Guides. Please submit the form by the published deadlines (see page 4).

The WIAA retains the right and sole discretion to confiscate and deny future credentials to any media organization or individual not adhering to WIAA policies stated in this manual. Credentials are issued by the WIAA to media organizations

to provide access for an individual or individuals who have a legitimate working relationship with an accredited media organization (as determined by the WIAA) in connection with the event for which the credential is issued.

By requesting and accepting the use of a WIAA credential, the media organization, its personnel and agents, together agree the bearer of the credential is performing a legitimate working function in attending the event. The credential is for use only in connection with the bearer's news and editorial coverage of the event.

Requesting Credentials

Requests for media credentials will be accepted and issued to members of the media and media organizations based on the following conditions:

1. Credentials for all regional and sectional levels of the Tournament Series will be issued by the tournament manager at the school hosting the event. All media are required to contact the host school athletic director or host tournament manager in advance of the event to make arrangements for credentials. Failure to contact host managers/athletic directors in advance may result in denied media privileges at tournament events.
2. Credential requests for State Tournaments must be submitted on a completed Credential Request Form. An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. The form is also located in this guide (page 18) and in the WIAA Media Guides. Please submit the form by the published deadlines (see page 4). Forms submitted on-line are preferred. Email requests may also be accepted; however, any information or request not provided in an email that pertains to credential requests and accommodations as noted on the "Credential Request Form" (i.e. parking, phone line, etc.) will not receive consideration.
3. No credential requests or accommodations will be approved for persons not employed on staff or as freelance by contract of a recognized media organization. **Credentials must not be requested for and will not be granted to coaches, former coaches, family, friends or family of participants not employed by the requesting media organization.**
4. Requests must be received in the WIAA office no later than noon two days before the start of the respective State Tournament event (see "Credential Request Deadlines" section). **REQUESTS RECEIVED AFTER DEADLINES WILL NOT BE CONSIDERED.** In addition, no credentials will be issued to media that arrive at State Tournament venues without having verification by the WIAA of a credential request made by the prescribed deadline.
5. Verification of approved media credential requests will be posted on the restricted area of the WIAA Media Center Web site the morning of the credential request deadline date.
6. Any substitutions of approved credentials must be done by sports directors or editors contacting the WIAA prior to arriving at the State venue at (715) 344-8580.
7. The WIAA reserves the right and sole discretion to revoke current and deny future credentials to any media organization in violation of any WIAA media policies or provisions of credentials. Media organizations that violate credential policies are subject to legal liability, as well as all costs incurred in enforcing the terms of these policies, including but not limited to reasonable attorney fees.
8. Permission for local cable operators in relation to videotaping or airing Tournament Series events must be done by contacting When We Were Young Productions (608) 849-3200 ext. 225. Credentials will not be granted to cable operators not receiving clearance from WWWY Productions.

Credential Provisions

1. The WIAA authorizes the number of credentials issued to any media organization. The WIAA media credential is issued to members of legitimate media outlets that have a professional working function (as determined by the WIAA) at WIAA State Tournament venues and events. The credential provides access to specified locations, venues and events for which the credential was issued. At certain tournaments, some areas may be restricted for radio, television, news print and photographers.

2. Credentials must be worn and displayed at all times while at the tournament venue for which the credential is issued.
3. Transfer or sale of credentials is prohibited and will result in immediate confiscation of credential and/or possible denial of future credentials to individual perpetrators or their affiliated media organization as determined by the WIAA.
4. The media work areas are available for professional working members of the media. Cheerleading in press boxes and media seating is unprofessional and will not be tolerated. Violators will have their media credentials revoked and be escorted out of the media area or press box by WIAA or security personnel.
5. Children, spouses and friends of media that are not officially employed by a media outlet are not permitted in media areas during or immediately following contests.
6. Any member of the media believed to be intoxicated, under the influence of mood-altering substances or acting in an unprofessional manner as determined by WIAA personnel will have their media credentials revoked and be escorted out of the media area with possible denial of future credentials to individual perpetrators and/or their affiliated media organization as determined by the WIAA.
7. A media credential does not allow access to team or participant locker rooms before, during or after any State Tournament competition. Coaches and participants may be available for interviews directly outside the locker rooms.

Credential Pick-up

All approved credentials can be picked up at the tournament venues. No credentials will be mailed prior to the tournaments. A photo ID may be required to claim passes at certain State Tournament venues. Please be prepared to show photo ID to receive all State media credentials.

Approved credentials will be placed in individual envelopes identified with each bearer's name. Credentials will be made available for pick-up at State venues approximately 1 hour, 30 minutes prior to the start of each day's competition.

For events at the Kohl Center (individual wrestling, boys basketball), credentials will be available at the Mifflin Street entrance to Lot 91. For events at Camp Randall Stadium (football), credentials can be picked up at the entrance to the parking ramp (Lot 17) on Engineering Drive. For events at the UW Field House (team wrestling), credentials will be available at the Gate C entrance to the Field House. Locations for credential pick-up may change. Any changes in credential pick-up locations will be communicated in State preview releases.

Credential pick-up at other State venues will be located at the designated "Will-Call" window. The "Will-Call" window at the Alliant Energy Center for State hockey is located at the east side ticket windows and located at the west side entrance for State girls basketball. Credential pick-up at other State Tournament venues are conveniently located at media entrances to restricted media areas.

Credential Maximum Request Limits

Television (not play-by-play): For TV stations covering the State Tournament for newscast purposes and not live broadcast, a maximum of two (2) credentials will be issued. An exception of three (3) credentials for TV stations located in the tournament host community will be permitted. Also see "Television/Cable Broadcast Policies."

Cable Access: Access for local cable access channels covering the State Tournament events can only be obtained through When We Were Young Productions. WWWYP will make arrangements for WIAA credentials.

Radio: A maximum of two (2) credentials will be issued to stations doing play-by-play of WIAA Tournament Series events. Any additional credentials must be approved by the WIAA. A maximum of one (1) credential will be issued for filing live reports or not originating any broadcasts or reports.

Daily Newspapers: For daily newspapers, a maximum of five (5) credentials, including photographers, will be issued to papers with a paid circulation of 30,000 or more. Daily papers under 30,000 paid circulation may receive a maximum of four

(4) credentials if teams in their primary coverage area are participating, and a maximum of two (2) credentials will be issued to dailies with under 30,000 paid circulation with no participating teams in their primary coverage area. Additional credential requests will be reviewed to determine if appropriate by the WIAA.

Weekly Newspapers: Weekly newspapers may be issued a maximum of two (2) credentials (including photographer) if teams competing are in their primary coverage area. A maximum of one (1) credential will be issued to weekly papers with no competing teams in their primary coverage range as determined by the WIAA.

Web site: Legitimate news gathering Web site organizations posting original content and information in a timely (daily) manner as determined by the WIAA may receive a maximum of two (2) credentials. Additional credential requests will be reviewed and determined if appropriate by the WIAA. Fan-based Web sites as determined by the WIAA will not be granted credentials. See credential criteria in "Internet Policies" section (page 13).

Specific Sports Publications: Legitimate sport-specific publications as determined by the WIAA may receive a maximum of three (3) credentials for their respective sport's State Tournament.

Photographers: Photographers without affiliation to any media organizations (i.e. professionals, yearbooks, etc.) will not be granted media credentials (also see "Photography Provisions" section).

Please contact Todd Clark or Joan Gralla at the WIAA with any special media credential requests (715) 344-8580.

2008-09 Credential Request Deadlines

Fall Sports

	Tournament Dates	Credential Deadline
Golf (Girls)	Oct. 13-14, 2008	Noon, Oct. 10, 2008
Tennis (Girls), Individual	Oct. 16-18, 2008	Noon, Oct. 14, 2008
Tennis (Girls), Team	Oct. 24-25, 2008	Noon, Oct. 22, 2008
Cross Country	Nov. 1, 2008	Noon, Oct. 30, 2008
Soccer (Boys)	Nov. 6-8, 2008	Noon, Nov. 4, 2008
Volleyball (Girls)	Nov. 6-8, 2008	Noon, Nov. 4, 2008
Swimming & Diving (Girls)	Nov. 14-15, 2008	Noon, Nov. 12, 2008
Volleyball (Boys)	Nov. 14-15, 2008	Noon, Nov. 12, 2008
Football	Nov. 20-21, 2008	Noon, Nov. 18, 2008

Winter Sports

	Tournament Dates	Credential Deadline
Swimming & Diving (Boys)	Feb. 20-21, 2009	Noon, Feb. 18, 2009
Wrestling, Individual	Feb. 26-28, 2009	Noon, Feb. 24, 2009
Hockey	March 5-7, 2009	Noon, March 3, 2009
Gymnastics	March 6-7, 2009	Noon, March 3, 2009
Wrestling, Team	March 6-7, 2009	Noon, March 3, 2009
Basketball (Girls)	March 12-14, 2009	Noon, March 10, 2009
Basketball (Boys)	March 19-21, 2009	Noon, March 17, 2009

Spring/Summer Sports

	Tournament Dates	Credential Deadline
Tennis (Boys), Individual	June 4-6, 2009	Noon, June 2, 2009
Track & Field	June 5-6, 2009	Noon, June 3, 2009
Golf (Boys)	June 8-9, 2009	Noon, June 5, 2009
Soccer (Girls)	June 11-13, 2009	Noon, June 9, 2009
Softball	June 11-13, 2009	Noon, June 9, 2009
Tennis (Boys), Team	June 12-13, 2009	Noon, June 9, 2009
Baseball (Spring)	June 16-18, 2009	Noon, June 14, 2009
Baseball (Summer)	July 29-30, 2009	Noon, July 27, 2009

Member School Photo Credentials

The WIAA does not provide media credentials to member schools for students of schools advancing to the State Tournaments. However, each school that qualifies a team for the State Tournament is permitted one (1) "Student Photographer" credential in sports where applicable. A ticket must be purchased and a letter from the principal or athletic director identifying the individual as the recipient of the "Student Photographer" credential is required.

Only schools of competing teams may receive a student credential to photograph or tape a State Tournament event in applicable sports. Tapes or photos may not be sold, rented, loaned, loaded to the Web site or shared with other schools or local cable access stations. Any commercial sponsorship or financial gain from tapes is prohibited. Violation of this policy will subject the school to the broadcast rights fee.

A school which designates any outside entity for its "Student Photographer" pass forfeits the right to send its own film or video photographer to the State Tournament.

Parking Permit Ordering Policies

For most WIAA State Tournaments, media may utilize and purchase existing general parking at the venues. For events at the Kohl Center and Camp Randall in Madison, Wis., members of the media may request to purchase, at cost, parking permits from the WIAA.

Parking permits available through the WIAA are assigned on the basis of need and/or in order of requests. Any requests made for parking after the prescribed credential request deadline (see "Media Credential Request Deadlines" section) for the respective tournament may not be available.

All requests for parking will receive and be charged for all sessions of a tournament unless otherwise noted on the "Media Credential Request" form by the requesting media. Parking for subsequent games if a team in a media organization's coverage area wins or loses will be included and organizations will be charged regardless if the permits are used or not.

Requested parking permits will be included in an envelope with media credentials for events at the Kohl Center and Camp Randall (see "Credential Pick-up Policies" section). The media requesting parking permits should indicate on the "Credential Request Form" which individual(s) receive parking permits if parking requests are fewer than credential requests.

The WIAA reserves the right to refuse parking to any media organization failing to pay for parking ordered at any previous tournaments. The WIAA will invoice media organizations for parking fees following the tournaments.

Communication Lines

The WIAA secures a number of telephone, high-speed lines or wireless connections at State Tournament venues. All lines requested through the WIAA are shared lines. No dedicated lines throughout an entire tournament will be provided unless arrangements are made to install a dedicated line at cost to the media organization requesting the line (see "note" on page 6). Play-by-play radio broadcasts may request use of a phone line during their broadcasts at a cost indicated on the "Credential Request Form." Radio stations filing live reports will utilize "available lines" to file reports. Please indicate on the Credential Request Form if you plan to use a cell phone for broadcast or reports to help avoid invoicing for line usage fees.

Communication connection usage fees are \$25 for newspapers filing stories from State venues, \$25 for radios using phone lines to file live or taped reports back to stations, \$25 for internet companies using the lines to upload information on a regular basis but not on a continuous basis and \$75 for stations calling play-by-play for a game or segment of a game.

Note: Any media requesting or requiring to guarantee a dedicated line (exclusive line) for continual use during an entire tournament must make arrangements for the installation and charges with the host venue and telecommunications company and notify the WIAA. Media outlets with pre-existing dedicated lines at host venues will have those lines reserved for its use. However, seat locations adjacent to a media's dedicated phone jack is not guaranteed based on available media seating.

Photography Provisions

Guidelines and policies for photographers at WIAA State Tournaments and during the Tournament Series are determined by the WIAA and based on the nature of the activity and venue, and the official rules of the activity. Photographs taken with the issuance of credentials are strictly restricted to editorial and non-commercial uses and are restricted to newspapers, news and sports-related periodicals and Web sites, except with written consent of the WIAA Executive Staff. No resale of digital image files, photos, videotape or film by media organizations is permitted without written consent of the WIAA. The only permitted resale of images and/or photographs are those actually included and distributed in printed publications. Photographers issued WIAA credentials must adhere to all WIAA photography policies and provisions outlined in this section.

Photographs taken with the authoritative use of the media credential by news gathering media outlets are strictly for editorial, non-commercial use only. A license authorizing the sale of photographs of WIAA pre-State Tournaments (regionals and sectionals) is available through WIAA for a yearly fee of \$100. Please contact the WIAA if interested.

Any sale of photography, digital image files, videotape or film taken at State Tournament Series events is prohibited without written consent of the WIAA. Any photos, images or video taken with WIAA credentials are subject to rights, if any, of all third parties, including the individuals photographed.

Use of flash equipment and strobe lighting is permitted at all State Tournaments except the gymnastics championships, provided the use of such equipment does not interfere with or disrupt any action or administration of the event. It is the authority of the WIAA to determine if flash equipment is interfering or disrupting play at the State Tournament and the authority of game officials and tournament management at pre-State tournaments. Media intending to use flash and strobe equipment should meet with officials and tournament managers prior to regional and sectional contests to avoid potential problems.

During post-game celebrations and awards ceremonies, only the official WIAA photographer and the entity possessing the exclusive television broadcast rights are allowed inside the ceremony perimeter (as determined and controlled by WIAA personnel). All other photographers must remain at the ceremony perimeter.

Loose equipment bags or tripods are not allowed at courtside, on the sideline or in competition areas. Photographers must remain in areas designated for photographers as determined by the WIAA (see "Photographer Location Policies" section).

Photographers are prohibited from shooting in spectator areas that obstruct the view of spectators in their ticketed seats.

Photography Locations

The following outline provides the photography policies and the locations available for photographers at each sport's State championship venue. Please refer to the media instructions in State Tournament media packets at each State venue for additional information or changes to policies.

Baseball - National Federation rules prohibit media photographers from being present in any live ball areas. Photographers must remain in designated photo areas as determined by the WIAA. The designated photo areas at Spring Baseball are located in the photography box on the outfield side of the dugouts along the first and third base lines. The designated photo areas at Summer Baseball are located inside the fence on the outfield side of the dugouts along the first and third base lines. These locations are identified with a chalk outline. Access to the field is available during award ceremonies.

Basketball - Only photographers with properly displayed media credentials will be allowed access to courtside photo areas. These areas are at the edge of the court along the ends of the court, from the corner of the court to the free throw lane extended to the edge of the floor on each side of the baskets. No photographers are allowed on the floor along the sides of the court (along team benches and media row). Photographers must sit or kneel when the game is in progress. No television or press photography is allowed on the court during pregame warm-ups, during announcing of the starting lineups or anytime during the game with the exception of the official WIAA network and videographers.

Cross Country - Photographers with cameras and credentials will be allowed inside spectator ropes and restraining fences in designated areas for race starts and finishes as determined by the WIAA. Crossing in front of runners during the race on the course is strictly prohibited. At the finish chute, photographers must stay in designated roped-off areas. Photographers must stay out of all sand traps and off tee boxes and greens.

Football - Photographers will be allowed access to the sidelines with properly displayed credentials. Photographers are allowed behind the dotted line from the 30-yard line to the end zone and along the back end of the end zone. Photographers are not allowed in the team areas (30-yard line to 30-yard line) except for the official WIAA videographer, but may pass through the back of the team box to get to the other end of the field. However, they are not allowed to stop in the team area.

Golf - Photographers with properly displayed credentials may follow golfers. Photographers must shoot from the rough or cart paths, taking extreme caution not to interfere with contestant sight lines or disturb play in any manner as determined by the WIAA.

Gymnastics - This is the only tournament that prohibits flash and strobe photography because of the potential safety hazard to gymnasts. Photographers must remain outside the perimeter of the judges and must leave the floor after the event they are shooting is completed or when the gymnast has finished her routine. Photographers must refrain from moving at locations near apparatus during routines.

Hockey - Photographers with properly displayed credentials may shoot from nearly any location at the Coliseum where spectator views are not blocked. However, photographers other than the official WIAA photographer and videographer, are prohibited from shooting from the penalty box, team bench areas, the goal judge area and the player entrance areas.

Soccer - Photographers are prohibited from entering the playing field at anytime during a game, including shootouts. Photographers with properly displayed credentials are allowed to shoot during play on the sidelines and on the end lines directly inside ropes and fences not to encroach the sideline of the soccer field with the following two exceptions. Photographers are prohibited from shooting in the area directly behind the goal/penalty area on each end of the field during action or in front of the official bench and team benches at any time. It is permissible for photographers to move onto the playing area for pictures before and after games, during halftime and during intermissions between overtime periods.

Softball - National Federation rules prohibit media photographers from being present in any live ball areas. Photographers must remain in designated photo areas off the playing field as determined by the WIAA. The designated photo areas at Goodman Diamond are outside the fence in the opening between seating areas along the first and third base lines. In addition, photographers can shoot outside the fence down the lines in the outfield and in the designated camera area in the stands behind home plate. Access to the field is available during award ceremonies only.

Swimming & Diving - Photographers with properly displayed credentials may shoot from the designated areas on the pool deck and behind any roped-off areas. Permissible photographer areas are located on the control side of the pool, behind the timers' chairs and at the contestant seating area at the end of the pool opposite the starting blocks. Photographers are not allowed on the walkway where the awards stand is located or near the diving pool. Television photographers and photographers using flashes/lights pointed at the swimmers during turns, exchanges and starts are prohibited.

Tennis - Photographers with properly displayed credentials may shoot from nearly any location of the Stadium where spectator views are not blocked. No photography is permitted at courtside during matches. Media wishing courtside photos during warm-ups are required to request access from WIAA personnel prior to entering courts. Flash photography at courtside during warm-ups must receive permission from WIAA officials.

Track & Field - Updated guidelines for photographers at the new Veterans Memorial Stadium will be developed and communicated leading up to the State Meet. Access to the infield will be limited to photographers only and only in the designated areas. Anyone with a media or photo credential not shooting photography in these areas will be removed from the infield. In addition, any media photographer taking pictures from the infield outside of these prescribe areas will be removed. Access to all other field events are identical to spectators.

Volleyball - Photographers with properly displayed credentials may shoot from off the Sport Court floor on the side opposite the team benches during the entire tournament. Photographers may also shoot from off the court on each end during championship finals. Photographers must wait for a stoppage in play to move to other areas at each end of the courts.

Wrestling - Photographers with properly displayed credentials may shoot from designated areas at mat side at both team and individual tournaments. Photographers must remain off the mat and must vacate the area after the match they are shooting is completed. Television photographers are prohibited from using lights pointed at or near the mat.

Post-Game Interview Policies

No media is allowed on the floor or field for post-game/event interviews immediately after State Championship team contests, or before or during the awards ceremonies except for WIAA contracted services. The nature of each sport will determine the interview policy following State Tournament events as outlined for each sport as determined by the WIAA.

After all WIAA Tournament contests, the WIAA strongly encourages media to honor a five-minute "cooling off" period prior to interviewing participating coaches and players.

No media is allowed access to team or participant locker rooms before, during or after any State Tournament competition. Coaches and participants may be available for interviews directly outside the locker rooms. The following list outlines each sport's State Tournament post-contest interview policies.

Baseball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the field not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere on the field. No interviews are allowed during pre-game warm-ups or during the contest without prior consent of the WIAA executive staff.

Basketball - A post-game media conference will take place in the media work room during the boys and girls State Tournaments. The coach and selected player(s) of the winning team will participate in an eight-minute media conference immediately following a live TV interview (5 minutes) after the game or after the awards ceremony if it is the championship game. The coach and player(s) of the losing team will follow with an eight-minute conference. The coach of the winning team may only participate in a brief on-court interview by the entity with exclusive telecast rights following each game prior to the media conference. No other interviews of coaches or participants are allowed prior to their participation in the media conference. Members of the media are allowed to interview willing coaches and participants following the media conference at a location outside the locker room. Consideration for team time schedules, as well as administrative and facility staffing expectations is appreciated following news conferences. No interviews are allowed during pre-game warm-ups, halftime or during the contest without consent of the WIAA. On occasion, WIAA personnel may allow for a brief television interview with a coach prior to the media conference by stations with a local team (as defined and determined by the WIAA) participating for newscast deadline relief purposes.

Cross Country - Members of the media wishing to interview coaches and participants may do so after runners have gone through the chutes and have entered the fenced-in area provided. Members of the media are allowed to interview coaches and participants following the State award ceremonies. No interviews are allowed with coaches or runners within 20 minutes prior to the start or during their respective races. Media personnel must stay out of all sand traps and off tee boxes and greens.

Football - Members of the media wishing to interview coaches and participants following the State award ceremonies can locate and direct coaches and participants to the area at the north end of the field immediately in front of the north bleachers, not near the playing field to avoid interfering with warm-ups of the next game or the administration of the event. No interviews are allowed during pre-game warm-ups, during the contest or immediately after the game without consent of the WIAA. The coach of the winning team may participate in a brief on-field interview by television with exclusive telecast rights following each game and/or immediately after the award ceremony.

Golf - Members of the media wishing to interview coaches and participants following the State award ceremonies or after rounds can locate and direct coaches and participants to a location away from the greens not to distract or interfere with play still in progress.

Gymnastics - Members of the media wishing to interview coaches and participants following the State award ceremonies or between rotations can locate and direct coaches and participants to a location away from apparatus not to interfere with warm-ups, the next rotation or the administration of the event. Following the final event scheduled for each day, interviews may take place at a convenient location anywhere in the gymnasium. No interviews are allowed during timed warm-ups or during an event.

Hockey - In absence of a possible post-game media conference, members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the ice, preferably outside each respective team's locker room. No interviews will be allowed on the ice or in the team bench area. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere not on the ice, team bench or inside the locker rooms. No interviews are allowed during pre-game warm-ups or during the contest.

Soccer - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the playing field not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere on the field. No interviews are allowed during pre-game warm-ups or during the contest.

Softball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can direct coaches and participants to outside the field access gate in the right field corner, not to interfere with warm-ups of the next game or the administration of the event. No interviews are allowed during pre-game warm-ups or during the contest.

Swimming & Diving - Members of the media wishing to interview coaches and participants following an event or State award ceremonies can locate and direct coaches and participants to a location at the control side of the pool deck or off the pool deck not to interfere with events in progress or administration of the meet.

Tennis - Members of the media wishing to interview coaches and participants following a match or State award ceremonies can locate and direct coaches and participants to a location off the playing court areas not to interfere with matches in progress or administration of the event.

Track & Field - Members of the media wishing to interview coaches and participants following an event or State award ceremonies can locate and direct coaches and participants to a location anywhere except on the infield of the track. Following awards ceremonies, those student-athletes receiving medals will be escorted and made available for interviews in the media work area located at the southwest end of the track.

Volleyball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location away from the playing courts not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location off the playing courts in the general direction of the respective locker rooms. No interviews are allowed during pre-game warm-ups or during the contest.

Wrestling - Members of the media wishing to interview coaches and participants following a match or State award ceremonies can locate and direct coaches and participants to a location not interfering with the matches in progress or administration of the event. Preferred interview areas are in the corridors below the grandstands in the Kohl Center and in the corridor below the grandstands at the UW Field House.

Radio, Television and Cable Policies

By submitting the application for broadcast, stations agree to abide by all WIAA regulations and policies regarding the broadcast of events during the entire WIAA Tournament Series to include prohibited advertising and sponsorships as determined by the WIAA as outlined in the "Advertising" section.

WIAA radio, television, cable and internet policies relate to broadcasts during the WIAA State Tournament Series. There is no WIAA jurisdiction over regular-season radio, television, cable or internet broadcasts of high school interscholastic competition, but school administrators are strongly encouraged to prohibit sponsors for broadcasts whose primary business is the sale of tobacco, alcohol, lottery/gambling, mood-altering substances or lewd subject matter.

No fees for regular-season broadcasts are required by the WIAA, but local schools and participating teams may wish to require a fee or to recover any expenses incurred (i.e. power, scaffolding, seats lost due to camera positions, tickets sales lost by spectators staying home and watching, etc.).

The WIAA reserves the right to require two minutes of advertising or promotional inventory to be included in any or all radio or television broadcasts, as well as Web casts of WIAA Tournament Series events as determined by the WIAA.

Radio, television and cable stations and operators also considering streaming audio or video on the internet must abide by all internet policies as written in this guide (see "Internet Policies"). There is no fee for live report "updates" of pre-State Tournament events provided no play-by-play is done. There is a \$25 fee for live or taped radio reports from State Tournament venues.

All radio and internet streaming broadcast rights and credential requests for all State Tournaments will be issued by the WIAA. To apply for play-by-play or live report "update" rights for State Tournament events, radio stations must complete and submit the "Media Credential Request" form located in the back of this publication or in the WIAA Media Guides (make copies of the form). Completed forms with station manager or sports director signature must be faxed to the WIAA by noon at least two business days before the first day of a given tournament or as outlined in the "Credential Request Deadline" section of this guide. Please review the "Requesting Credentials" section for additional credential request policies.

Television stations and cable operators must make arrangements with When We Were Young Productions (608) 849-3200 ext. 225 to inquire about television broadcast or internet video streaming permission prior to the date of the contest. Entities not adhering to permission policies are subject to fines imposed by the rights holder.

Applying for Regional and Sectional Radio Rights

1. To apply for play-by-play and live report broadcast rights for regional and sectional events, radio stations must complete the "Radio/Internet Broadcasting Application" located on page 17 of this publication or in the WIAA Media Guides (make copies of the applications). Completed applications for broadcast with station manager signature should be mailed or faxed to the tournament site and the WIAA at least two days before the first game of a given tournament. Host managers must receive approval from the WIAA to reject any applications to broadcast. Stations are required to contact host tournament managers to notify of their intentions to broadcast any contest(s) during a regional or sectional and make arrangements for entry access. Host managers are expected to furnish free admission for two working persons.
2. Stations are no longer required to include a list of sponsors and advertisers with the application. However, advertising of tobacco, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter or businesses whose

Applying for Regional and Sectional Television/Web/Cable Rights

1. Live or tape-delayed television broadcast rights for regional and sectional events by television stations, cable operators and internet sites is prohibited without consent of When We Were Young Productions.
2. Accommodations for working television or cable personnel, cameras and other equipment involved in broadcast production is the responsibility of the host tournament manager, provided the television stations, cable operators or Web stream entities receive permission from When We Were Young Productions to broadcast/stream in advance.
3. Media sending a reporter to cover the WIAA Tournament Series for newscast purposes should practice the professional courtesy to contact tournament host managers with their intent to cover the event. Failure to notify tournament managers in advance may result in denied media privileges at tournament events.

Radio/Television/Web/Cable Regulations and Definitions

A "broadcast" is defined as the airing/streaming or intent of airing/streaming the entire duration of tournament games or complete session of games from the time the broadcast/stream begins to the time the broadcast/stream ends at the tournament site. This definition includes halftime, between games of a session, immediately before and after a tournament game or session, and during intermission stops and timeouts.

A "non-commercial broadcast or Web stream," defined for the purpose of rights fees assessment, is one that contains no commercials or sponsorships during the entire duration of tournament games or complete session of games from the time the broadcast begins to the time the broadcast ends at the tournament site. This definition prohibits commercials or sponsorships during halftime, between games of a session, immediately before and after a tournament session, and during intermission stops and timeouts. However, a station may return to its studio at halftime or between games of a session to air regularly scheduled programs with its normal advertisers and sponsors.

Live Report "updates" are airing/streaming updates on results or general information about the competition or event but contains no play-by-play description of live contests.

"State Tournament Series," "Tournament Series" and the "WIAA Tournament" refers to all the WIAA sponsored events contested at the regional, sectional and State levels.

Stations or internet entities will not receive a reduced fee by dividing a session into one game on a commercial basis and another on a non-commercial or commercial-delayed basis.

Broadcast and Web streaming rights fees (page 16) are applicable for stations and/or Internet sites that pick-up live or delayed feeds from another station, Web site or cable operator.

The WIAA reserves the right to revoke or deny the broadcast or streaming rights of any stations or operators that includes in any part of its broadcast of WIAA Tournament events, including pregame and postgame shows, content or comments considered inappropriate or incompatible with the educational integrity of the tournament or host institution from which the broadcast is originated.

Regional and sectional host tournament managers are authorized to refund fees if the station or Web site has a legitimate reason for not being able to broadcast or stream after they planned to do so and/or indicated to the manager in advance it will not be broadcasting or streaming if the school it is following is eliminated from the tournament. Host managers are expected to furnish free admission for two working persons.

A tape-delayed radio, television or cable broadcast, or Web cast is prohibited from airing/streaming until three hours after the start of the respective event being aired/streamed on a tape-delayed basis. Permission to air or stream any content delayed must come from When We Were Young Productions or the station/network with exclusive television rights.

Radio and Web sites approved by the WIAA to broadcast or stream Tournament Series events are prohibited from feeding its broadcast to any other station(s) or Web sites without additional rights fees being assessed.

Radio stations and Web sites may use the "Radio/Internet Broadcast Application" to submit requests for pre-State events to host managers. In addition, radio and Web sites are also required to apply for pre-State WIAA broadcast rights before accepting a feed or adding a link to a cybercast from another station or Web site and must adhere to all fees, rules, regulations and policies in this guide.

No taped-delayed broadcast or Web cast of any WIAA Tournament Series event is permitted during the exclusive live coverage of the WIAA State Tournament in the same sport.

The use of video, audio and tape exceeding two minutes by the originating station, publication or Web site for any purpose other than highlights on regularly scheduled news or sports broadcasts, or on a Web page is prohibited.

The following list of rules apply for commercial television stations and Web sites covering the WIAA State Tournament Series for newscast purposes:

1. There may not be live coverage of any kind during the contests. "Live coverage" is defined as any activity which occurs while a game or meet is in progress. Stations or Web sites may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news or sports programs and are no more than two minutes of a program which is 30 minutes or less in length.
2. Use of film, video, audio, tape, etc., is limited to regularly scheduled news, sports programs or Web site, and use on such programs is limited to no more than two minutes of a program which is 30 minutes in length. Unless written approval is granted from the WIAA office, use of more than two minutes of film, video, audio, tape, etc., beyond five days from the last day of a tournament is prohibited outside of regularly scheduled news and sports broadcasts without written consent of the WIAA.

No rights fees will be required for schools wishing to air tape-delayed broadcast/streams on their school's educational channel on local cable systems or school's Web site.

The WIAA reserves the right to consider applications for radio and internet broadcast rights on an individual basis.

Radio Priority Criteria

The WIAA will make every attempt to provide adequate broadcast facilities for all stations that are approved to broadcast WIAA State Tournament events. If demand for broadcasts exceed available accommodations, first consideration will be given according to the following criteria, as determined by the WIAA, in order:

1. The WIAA network (if applicable)
2. The WIAA network affiliate stations (if applicable)
3. To local stations of participating teams that have broadcast a participating team's games with regularity
4. To regional stations of participating teams that have broadcast a participating team's games periodically
5. To stations in the host community and area
6. Web site audio-only streaming (in above order)
7. Other

Television Priority Criteria

The WIAA will make every attempt to provide adequate broadcast facilities for all stations that are approved to broadcast State Tournament events. If demand for broadcasts exceed available accommodations, first consideration will be given according to the following criteria, as determined by the WIAA, in order:

1. Television stations and WIAA networks/partners broadcasting or Web streaming live
2. Television stations and WIAA networks/partners broadcasting or Web streaming tape delayed
3. Local television stations taping for sports highlights within newscasts or video on Web site
4. Other media recording highlights for Web

Internet Policies

The WIAA reserves the right to grant, issue and deny credentials to any internet service organizations based on the interpretation and intent of these policies determined by the WIAA. In cases deemed unique by the Association, these policies may be amended. The WIAA and its exclusive rights partners retain the rights to all video, audio, digital images or data taken at a WIAA Tournament Series event.

Applying for Internet Media Credentials

Internet organizations meeting WIAA internet credential criteria may receive media credentials by making a formal request for credentials for each State Tournament event by submitting the WIAA "Credential Request Form" provided in a submittable form online located on the restricted area of the Media Center. The form is also provided in this manual and in the WIAA Media Guides.

The internet organization may be required to submit its internet address and certifiable traffic numbers to the WIAA prior to approval of credential requests.

Video streaming rights of WIAA regional, sectional and State Tournaments are operated by contractual partners of the WIAA. Audio streaming rights of WIAA State Tournaments are property of the WIAA.

To be considered for a WIAA media credential, internet organizations must be determined to be a legitimate news-gathering organization and meet the following criteria established by the WIAA:

1. High school sports content on the site is available without restrictions or subscriber/user fees.
2. The site has demonstrated a history and reputation for covering high school sports on a timely basis.
3. Content on the site is original and news-gathering in nature, updated on a daily basis in the form of stories, game stories and updates, comprehensive scores, standings, statistics or streaming.
4. Site is not a personal page or content and demographic audience is not a fan-based site of one school or a small number of schools.
5. Sites with content, forums or advertising (see "Advertising" section on page 15) not in compliance with the mission or media policies of WIAA, or associated with any promotion or link to material deemed inappropriate, as determined by the WIAA, will not be granted credentials.

Applicable Regulations and Definitions

Internet and Web site are interchangeable terms for the purpose of WIAA regulations and definitions. A cybercast is defined in this section as a data, audio or video transmission or stream on the internet.

“Real-time,” or tape-delayed account/transmission by audio streaming, video streaming, digital images or data, including game statistics and scores, is exclusive property of the WIAA and rights-granted entities. Any account/transmitting of real-time video, audio, digital images or data is prohibited on-site or off-site without consent of the WIAA. Web blogs not posting continuous play-by-play accounts of game or event action are permitted if determined by the WIAA to be in compliance with the mission and media policies of WIAA, and if they are not associated with any promotion, reference or link to material deemed inappropriate or not in the best interest of the WIAA.

The WIAA owns the rights to transmit, upload, stream or display content live during WIAA events and reserves the right to grant exclusive and nonexclusive rights or not to grant those rights on an event-by-event basis.

“Real-time” or “live” transmissions are defined as written, audio, video or digital image accounts of a WIAA State Tournament Series event, including data such as play-by-play, statistics and scores, while an event is in progress. Any “real-time,” or delayed transmission by audio streaming, video streaming, digital images or data, including game statistics can not infringe on existing or duplicate content already provided by another party granted exclusive rights by the WIAA.

Web sites of traditional media (newspaper, radio, television) may be issued credentials, but are not allowed “real-time” or “live” transmission by audio streaming, video streaming, digital image or other data, including game play-by-play, statistics and scores without consent and rights granted by the WIAA.

Web sites given permission by the WIAA to transmit “real-time” or “live” audio or video streaming are subject to cybercast rights and line-usage fees and must adhere to all broadcast regulations, fees and advertising policies of the WIAA outlined in this guide.

Radio stations with Web sites will not be charged additional internet transmission fees if originating transmission is of similar nature and is not in competition with an exclusive rights-granted, fee-paying organization. For example, radio stations will not be charged an additional broadcast fee for streaming audio that originates for over-the-air broadcasts and is simultaneously streamed on the official flagship station’s Web site only. Network stations or any other stations or Web sites may not link streamed audio unless those stations are also broadcasting the identical audio over-the-air. Any stations or Web sites not airing the broadcast of the network feed but links to the audio streaming of the event is subject to the cybercast rights fees. Requests for such permission must be indicated on the WIAA “Radio/Internet Broadcast Application.” Any State Tournament cybercast permission must be clear through the WIAA. In addition, a radio station or Web site is required to apply and receive WIAA broadcast or cybercast rights approval before accepting a feed or adding a link to a cybercast from another station or Web site and must adhere to all rules, regulations and policies in this manual.

Newspapers transmitting “real-time” or “live” text, audio, image or video depicting action of State Tournament events is considered similar to that of a play-by-play radio or television broadcast and are subject to rights fees. Web blogs not posting continuous play-by-play accounts of game or event action are not subject to rights fees unless determined by the WIAA to be a live depiction of event action.

Also, any radio streaming “real-time” video are subject to exclusive rights agreements and cybercast fees. In addition, any television streaming “real-time” audio other than that of the fee-paying, rights-granted television broadcast is subject to the cybercast rights fees.

Credentials for approved organizations will be accommodated on a credential availability basis, but approved Web site credentials do not guarantee access to phone lines or seating. Due to space restrictions, Web site personnel and Web site photographers may not be granted credentials.

Traditional state, regional or national media sources (newspapers, radio or television) staffed by full-time employees for its internet operations may receive a maximum of two credentials with intent of reporting on WIAA State Tournament events.

Legitimate internet-only news organizations, as determined by the WIAA, with the intent of reporting on WIAA State Tournament events will be restricted and limited to two credentials due to space and facility restrictions. They are also subject to exclusive rights agreements, line-usage, and conceivably, cybercast rights fees and permissions.

All images captured at WIAA State Tournament Series are property of the WIAA. The WIAA allows legitimate media agencies to utilize digital images and photographs for the noncommercial purpose of reporting the events only. Photographs, digital images, written or audio transcripts, or video may not be sold without written consent from the WIAA.

Advertising

The WIAA retains the right to require stations to submit in writing, upon WIAA request, any and all advertisements or sponsorships during a radio, television or internet broadcast of WIAA Tournament Series competition.

The WIAA reserves the right to approve or reject any sponsorship or advertisement for any product, service or opinion. For any part or segment of an entire broadcast/Webcast originating from the tournament site, the WIAA strictly prohibits the sponsorship and advertising of tobacco products, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter. Businesses with the primary purpose of selling any of these prohibited products are also prohibited from advertising on all broadcasts throughout the WIAA State Tournament Series. Businesses in which these products are available in a secondary capacity may advertise on WIAA Tournament broadcasts. However, the WIAA prohibits the referring to the sale of these prohibited products or establishments within the businesses where the primary purpose is the sale of prohibited products. Also prohibited from any WIAA Tournament broadcast is the reading of a list that includes prohibited advertisers or sponsors, including the name and/or locations of businesses, products or services.

Television, radio, print, Web sites or any other media are prohibited from referring, implying or using words/language that recognizes or identifies a business or organization as an "official sponsor" of any WIAA State Tournament Series event under the auspices of the WIAA. This includes any live broadcast or cybercast events; rebroadcast of events; any printed accounts; any commercials, advertisements or sponsorships; and any references made by writers and broadcasters during Tournament Series events. Television, radio, print, Web sites and any other media may use language that the tournament *coverage* or *broadcast* is sponsored by an advertiser or sponsor.

The WIAA reserves the right and responsibility to cancel any and all broadcast and broadcast rights for an event in progress and subsequent WIAA Tournament events for any station found to have violated the provisions of the WIAA's advertising policy.

Broadcast Rights Permissions/Fees

Please review broadcast and cybercast policies in each medium's respective policies section for descriptions and guidelines.

Radio/Internet Audio

Radio/Internet Cybercast	Regional/Sectional Fees*	State Fees*
Live broadcast with commercial sponsorship	\$50	\$100
Live broadcast without commercial sponsorship	\$40	\$90
Delayed broadcast with commercial sponsorship	\$50	\$100
Delayed broadcast without commercial sponsorship	\$40	\$90
Stations receiving live feed from originating commercial broadcast	\$40	\$90
Live internet placement of text, images or audio directly from venue	\$50	\$100
Live Report "Updates"	--	\$25

* Fees listed are per game (per day for State individual wrestling). Regional and sectional wrestling fees indicated covers entire regional or sectional.

Affiliates of the statewide network (if applicable) may receive reduction in rights fees for basketball, football and hockey (\$30 pre-State; \$60 State).

Radio broadcasts simultaneously running cybercasts on its internet site does not pay additional fee. Rights fees are independent of any telephone line charges covered in the "Telephone Lines" section.

State Tournament payments are to be made payable to the WIAA. Stations can either pay at tournaments or the WIAA will invoice following the respective tournaments. All regional and sectional event payments are to be made payable to the host school prior to the broadcast/cybercast.

Television/Cable/Internet Video

Television/Cablecast/Cable Access#

All pre-State Tournament Series events for all sports
 All State Tournament events excluding football, basketball
 and hockey finals
 State Football Championships games
 State Boys and Girls Basketball Tournaments and hockey finals

Rights Holder and Contact Information

When We Were Young Productions (608) 849-3200 ext. 225
 When We Were Young Productions
 FSN Wisconsin
 WAOW-TV/Quincy Newspapers Inc.

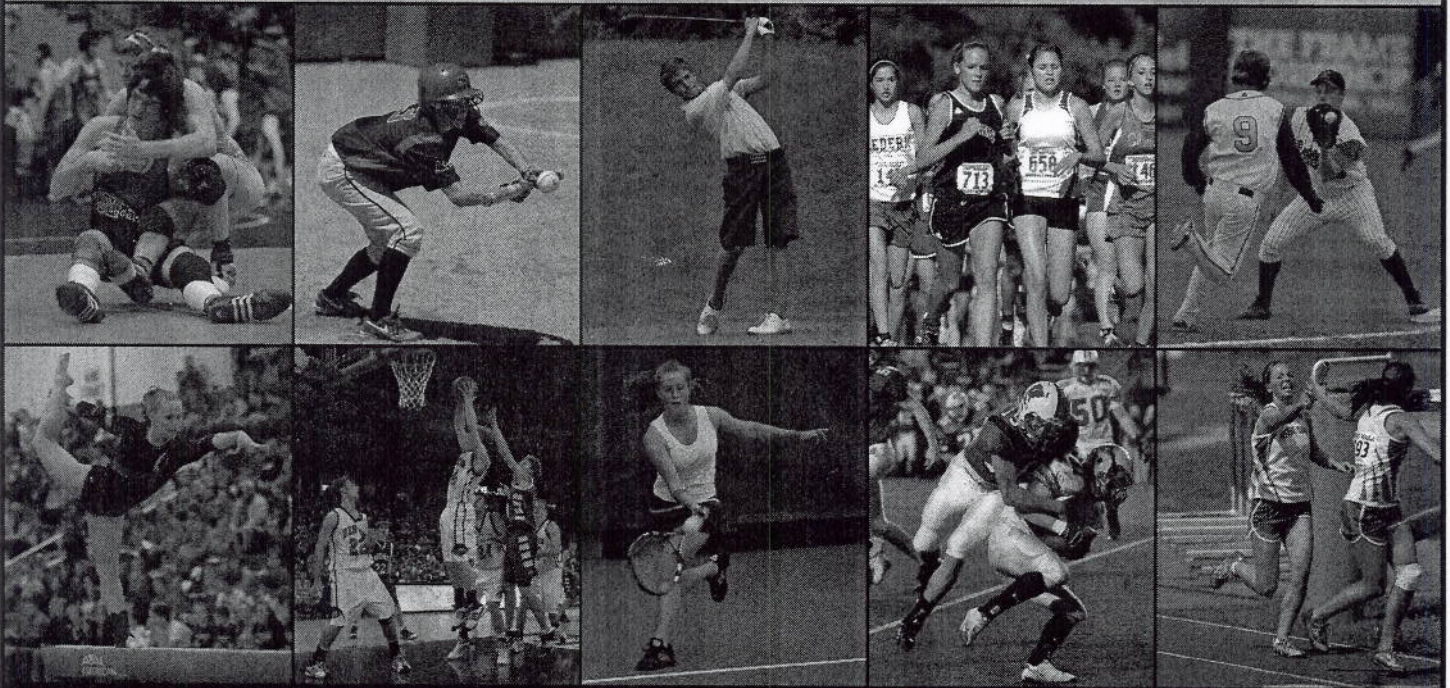
All parties interested in the production and distribution of any State Tournament or State Tournament Series event via broadcast or internet streaming will be required to obtain rights from current production and distribution rights holder as outlined above.

Production and distribution rights include, and are not limited to, live or delayed television through network or cable outlets, video on demand, content streaming through any platform and/or physical media. All permissions granted, policies enforced and fees required will be at the sole discretion of the rights holder. Detailed information regarding policies and fees are available upon request from When We Were Young Productions (608) 849-3200 ext. 225.

EXHIBIT 5



2009-10 Media Policies Reference Guide



**Wisconsin Interscholastic
Athletic Association**

All photos courtesy of VIP

Introduction

The WIAA Media Policies Reference Guide is produced to inform statewide media of WIAA policies in effect for all levels of State Tournament Series competition and assist members of the media in providing comprehensive coverage to their communities.

All members of the media are responsible for reviewing the policies included in this reference guide. Policies contained in this guide refers to television, radio, print and internet media. These policies are not extended to regular-season interscholastic competition, but are effective at the start of post-season WIAA Tournament Series competition.

For more information, please contact us at:

Todd Clark, Director of Communications
Wisconsin Interscholastic Athletic Association
5516 Vern Holmes Dr.
Stevens Point, WI 54482-8833
(715) 344-8580/fax (715) 344-4241
email: tclark@wiaawi.org

Joan Gralla, House Manager
Wisconsin Interscholastic Athletic Association
5516 Vern Holmes Dr.
Stevens Point, WI 54482-8833
(715) 344-8580/fax (715) 344-4241
email: jgralla@wiaawi.org

General Policies

The WIAA acknowledges the responsibilities of legitimate news gathering media representatives in covering and reporting from WIAA-sponsored tournaments. We recognize the interest and promotion generated by media coverage and the recognition given to the achievements of school teams and student-athletes. Therefore, the WIAA has established regulations and guidelines to assist media with the requesting/issuing of working media credentials, the use of equipment by news gathering media and WIAA property rights for State Tournament Series competitions.

Any non-editorial, commercial or other unauthorized use of any transmission, internet stream, photo, image, film, videotape, audio tape, any play-by-play depiction or description of any competition and/or game action and/or any non-editorial or commercial use of any team school name or logo, is prohibited without written consent of the WIAA.

Media Credentials

Media credentials and accommodations for regional, sectional and State Tournament competitions are not transferable or for sale or resale under any circumstance.

Requests for credentials must be made in accordance with WIAA policies through a legitimate newspaper, radio/TV station, magazine, Internet site or other recognized news-gathering organizations as determined by the WIAA. Credentials are reserved for adult members of the media only. The WIAA reserves the right to request company letterhead when determined necessary to verify credential requests.

Media requesting credentials to WIAA State Tournament events must submit a completed Credential Request Form. An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. Please submit the form by the published deadlines (see page 5).

The WIAA retains the right and sole discretion to confiscate and deny future credentials to any media organization or individual not adhering to WIAA policies or failure to pay rights fees stated in this manual. Credentials are issued by the WIAA to media organizations to provide access for an individual or individuals who have a legitimate working relationship with an accredited media organization (as determined by the WIAA) in connection with the event for which the credential is issued.

By requesting and accepting the use of a WIAA credential, the media organization, its personnel and agents, together agree the bearer of the credential is performing a legitimate working function in attending the event. The credential is for use only in connection with the bearer's news and editorial coverage of the event.

Requesting Credentials

Requests for media credentials will be accepted and issued to members of the media and media organizations based on the following conditions:

1. Credentials for all regional and sectional levels of the Tournament Series will be issued by the tournament manager at the school hosting the event. All media are required to contact the host school athletic director or host tournament manager in advance of the event to make arrangements for credentials. Failure to contact host managers/athletic directors in advance may result in denied media privileges at tournament events.
2. Credential requests for State Tournaments must be submitted on a completed Credential Request Form. An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. Please submit the form by the published deadlines (see page 5). Email requests may also be accepted; however, any information or request not provided in an email that pertains to credential requests and accommodations as noted on the "Credential Request Form" will not receive consideration.
3. No credential requests or accommodations will be approved for persons not employed on staff or as freelance by contract of a recognized media organization. Credentials **SHOULD NOT** be requested for and will not be granted to coaches, former coaches, family, friends or family of participants not employed by the requesting media organization.
4. Requests must be received in the WIAA office no later than noon two days before the start of the respective State Tournament event (see "Credential Request Deadlines" section). **REQUESTS RECEIVED AFTER DEADLINES WILL NOT BE CONSIDERED.** In addition, no credentials will be issued to media that arrive at State Tournament venues without having verification by the WIAA of a credential request made by the prescribed deadline.
5. Verification of approved media credential requests will be posted on the restricted area of the WIAA Media Center Web site the morning of the credential request deadline date.
6. Any substitutions of approved credentials must be done by sports directors or editors contacting the WIAA prior to arriving at the State venue at (715) 344-8580.
7. The WIAA reserves the right and sole discretion to revoke current and deny future credentials to any media organization in violation of any WIAA media policies, failure to pay rights fees or any other provisions of credentials. Media organizations that violate credential policies are subject to legal liability, as well as all costs incurred in enforcing the terms of these policies, including but not limited to reasonable attorney fees.
8. Permission for cable operators, newspapers, radio stations, television stations or Internet sites in relation to videotaping or airing Tournament Series events must be done by contacting When We Were Young Productions (608) 849-3200. Credentials will not be granted to media not receiving clearance from the WIAA through WWY Productions.
9. To be considered for a WIAA media credential, Internet organizations must be determined to be a legitimate news-gathering organization and meet the following criteria established by the WIAA:
 - A. High school sports content on the site is available without restrictions or subscriber/user fees.
 - B. The site has demonstrated a history and reputation for covering high school sports on a timely basis.
 - C. Content on the site is original and news-gathering in nature, updated on a daily basis in the form of stories, game stories and updates, comprehensive scores, standings, statistics or streaming.
 - D. Site is not a personal page or content and demographic audience is not a fan-based site of one school or a small number of schools.
 - E. Sites with content, forums or advertising (see "Advertising" section on page 16) not in compliance with the mission or media policies of WIAA, or associated with any promotion or link to material deemed inappropriate as determined by the WIAA, will not be granted credentials.
10. Internet sites may be required to submit their Internet address (URL) and certifiable traffic numbers to the WIAA prior to approval of credential requests.

Credential Provisions

1. The WIAA authorizes the number of credentials issued to any media organization. The WIAA media credential is issued to members of legitimate media outlets and/or Internet sites that have a professional working function (as determined by the WIAA) at WIAA State Tournament venues and events. The credential provides access to specified locations, venues and events for which the credential was issued. At certain tournaments, some areas may be restricted for radio, television, news print, Internet sites and photographers.
2. Credentials must be worn and displayed at all times while at the tournament venue for which the credential is issued.
3. The transfer, sale or resale of credentials is prohibited and will result in immediate confiscation of credential and/or possible denial of future credentials to individual perpetrators or their affiliated media organization as determined by the WIAA.
4. The media work areas are available for professional working members of the media. Cheerleading in press boxes and media seating is unprofessional and will not be tolerated. Violators will have their media credentials revoked and be escorted out of the media area or press box by WIAA or security personnel.
5. Children, spouses and friends of media that are not officially employed by a media outlet are not permitted in media areas during or immediately following contests.
6. Any member of the media believed to be intoxicated, under the influence of mood-altering substances or acting in an unprofessional manner as determined by WIAA personnel will have their media credentials revoked and be escorted out of the media area with possible denial of future credentials to individual perpetrators and/or their affiliated media organization as determined by the WIAA.
7. A media credential does not allow access to team or participant locker rooms before, during or after any State Tournament competition. Coaches and participants may be available for interviews directly outside the locker rooms.

Credential Pick-up

All approved credentials can be picked up at the tournament venues. No credentials will be mailed prior to the tournaments. A photo ID may be required to claim passes at certain State Tournament venues. Please be prepared to show photo ID to receive all State media credentials.

Approved credentials will be placed in individual envelopes identified with each bearer's name. Credentials will be made available for pick-up at State venues approximately 1 hour, 30 minutes prior to the start of each day's competition.

For events at the Kohl Center (individual wrestling, boys basketball and girls basketball), credentials will be available at the Media Entrance located on the northeast corner of the facility. For events at Camp Randall Stadium (football), credentials can be picked up at the "Will-Call" window on Breese Terrace (west side of stadium). For events at the UW Field House (team wrestling), credentials will be available at the Gate C entrance. Locations for credential pick-up may change. Any changes in credential pick-up locations will be included in State preview releases.

Credential pick-up at other State venues will be located at the designated "Will-Call" window. The "Will-Call" window at the Alliant Energy Center for State hockey is located at the east side ticket windows. Credential pick-up at other State Tournament venues are conveniently located at media entrances to restricted media areas.

Credential Maximum Request Limits

Television (not play-by-play): For TV stations covering the State Tournament for newscast purposes and not live broadcast, a maximum of two (2) credentials will be issued. An exception of three (3) credentials for TV stations located in the tournament host community will be permitted. Also see "Television/Cable Broadcast Policies."

Cable Access: Access for local cable access channels covering the State Tournament events can only be obtained through When We Were Young Productions. WWYYP will make arrangements for WIAA credentials.

Radio: A maximum of two (2) credentials will be issued to stations doing play-by-play of WIAA Tournament Series events. Any additional credentials must be approved by the WIAA. A maximum of one (1) credential will be issued for filing live reports or not originating any transmissions or reports.

Daily Newspapers: For daily newspapers, a maximum of five (5) credentials, including photographers, will be issued to papers with a paid circulation of 30,000 or more. Daily papers under 30,000 paid circulation may receive a maximum of four (4) credentials if teams in their primary coverage area are participating, and a maximum of two (2) credentials will be issued to dailies with under 30,000 paid circulation with no participating teams in their primary coverage area. Additional credential requests will be reviewed to determine if appropriate by the WIAA.

Weekly Newspapers: Weekly newspapers may be issued a maximum of two (2) credentials (including photographer) if teams competing are in their primary coverage area. A maximum of one (1) credential will be issued to weekly papers with no competing teams in their primary coverage range as determined by the WIAA.

Internet site: Legitimate news gathering Internet site organizations posting original content and information in a timely (daily) manner as determined by the WIAA may receive a maximum of two (2) credentials. Additional credential requests will be reviewed and determined if appropriate by the WIAA. Fan-based Internet sites as determined by the WIAA will not be granted credentials. Traditional state, regional or national media sources (newspapers, radio or television) staffed by full-time employees for its Internet operations may receive a maximum of two credentials with intent of reporting on WIAA State Tournament events.

Specific Sports Publications: Legitimate sport-specific publications as determined by the WIAA may receive a maximum of three (3) credentials for their respective sport's State Tournament.

Photographers: Photographers without affiliation to any media organizations (i.e. professionals, yearbooks, etc.) will not be granted media credentials (also see "Photography Provisions" section).

Please contact Todd Clark or Joan Gralla at the WIAA with any special media credential requests (715) 344-8580.

2009-10 Credential Request Deadlines

Fall Sports	Tournament Dates	Credential Deadline
Golf (Girls)	Oct. 12-13, 2009	Noon, Oct. 9, 2009
Tennis (Girls), Individual	Oct. 15-17, 2009	Noon, Oct. 13, 2009
Tennis (Girls), Team	Oct. 23-24, 2009	Noon, Oct. 21, 2009
Soccer (Boys)	Oct. 29-31, 2009	Noon, Oct. 27, 2009
Cross Country	Oct. 31, 2009	Noon, Oct. 29, 2009
Volleyball (Girls)	Nov. 5-7, 2009	Noon, Nov. 3, 2009
Swimming & Diving (Girls)	Nov. 13-14, 2009	Noon, Nov. 11, 2009
Volleyball (Boys)	Nov. 13-14, 2009	Noon, Nov. 11, 2009
Football	Nov. 19-20, 2009	Noon, Nov. 17, 2009
Winter Sports	Tournament Dates	Credential Deadline
Swimming & Diving (Boys)	Feb. 19-20, 2010	Noon, Feb. 17, 2010
Wrestling, Individual	Feb. 25-27, 2010	Noon, Feb. 23, 2010
Hockey	March 4-6, 2010	Noon, March 2, 2010
Gymnastics	March 5-6, 2010	Noon, March 2, 2010
Wrestling, Team	March 5-6, 2010	Noon, March 2, 2010
Basketball (Boys)	March 18-20, 2010	Noon, March 16, 2010
Basketball (Girls)	March 25-27, 2010	Noon, March 23, 2010
Spring/Summer Sports	Tournament Dates	Credential Deadline
Tennis (Boys), Individual	June 3-5, 2010	Noon, June 1, 2010
Track & Field	June 4-5, 2010	Noon, June 2, 2010
Golf (Boys)	June 7-8, 2010	Noon, June 4, 2010
Tennis (Boys), Team	June 11-12, 2010	Noon, June 9, 2010
Baseball (Spring)	June 15-17, 2010	Noon, June 13, 2010
Soccer (Girls)	June 17-19, 2010	Noon, June 15, 2010
Softball	June 17-19, 2010	Noon, June 15, 2010
Baseball (Summer)	July 28-29, 2010	Noon, July 26, 2010

Member School Photo Credentials

The WIAA does not provide media credentials to member schools for students of schools advancing to the State Tournaments. However, each school that qualifies a team for the State Tournament is permitted one (1) "School Photographer" credential in sports where applicable. A ticket must be purchased and a letter from the principal or athletic director identifying the individual as the recipient of the "School Photographer" credential is required.

Only schools of competing teams may receive a "School Photographer" credential to photograph or tape a State Tournament event in applicable sports. Tapes or photos may not be sold, rented, loaned, transmitted on the Web site or shared with other schools or local cable access stations. Any commercial sponsorship or commercial use of the video is prohibited. Violation of this policy will subject the school to video and transmission rights fees.

A school which designates any outside entity for its "School Photographer" pass forfeits the right to send its own film or video photographer to the State Tournament.

Parking Permit Ordering Policies

For most WIAA State Tournaments, media may utilize and purchase existing general parking at the venues. For events at the Kohl Center and Camp Randall in Madison, Wis., members of the media may request to purchase, at cost (with postage), parking permits directly from UW Transportation Services. Access the WIAA event parking request form on the restricted area of the WIAA Media Center Web site at: www.wiaawi.org. Find the link to the form on the restricted area of the WIAA Media Center next to the Credential Request form. Follow the instructions to submit the form to UW Transportation Services by the deadline indicated for each respective tournament.

Communication Lines

The WIAA secures a number of telephone, high-speed lines or wireless connections at State Tournament venues. All lines requested through the WIAA are considered shared lines. No dedicated lines throughout an entire tournament will be provided unless arrangements are made to install a dedicated line at cost to the media organization requesting the line (see "note" below). Play-by-play radio transmissions may request use of a phone line during their transmission at a shared cost as indicated on the "Credential Request Form." Radio stations filing live reports will utilize available lines to file reports. Please indicate on the on-line Credential Request Form if you plan to use a cell phone for play-by-play transmissions or reports to help avoid invoicing for line usage fees.

Communication connection usage fees are \$25 for phone lines and \$30 for WiFi access to upload information on a regular basis but not on a continuous basis, \$25 for radios using phone lines to file live or taped reports back to stations, and \$75 for any media using phone lines for transmitting live play-by-play of a game or segment of a game.

Note: Any media requesting or requiring to guarantee a dedicated line (exclusive line) for continual use during an entire tournament must make arrangements for the installation and charges with the host venue and telecommunications company and notify the WIAA. Media outlets with pre-existing dedicated lines at host venues will have those lines reserved for its use. However, seat locations adjacent to a media's dedicated phone jack is not guaranteed based on available media seating.

Photography Provisions

Guidelines and policies for photographers at WIAA State Tournaments and during the Tournament Series are determined by the WIAA and based on the nature of the activity and venue, and the official rules of the activity. Photographs taken with the issuance of credentials are restricted to newspapers, news and sports-related periodicals and Web sites, except with written consent of the WIAA Executive Staff. Photographers issued WIAA credentials must adhere to all WIAA photography policies and provisions outlined in this section.

The sale or resale of still photography by WIAA-credentialed media is permitted. However, the sale of any products using images from WIAA Tournament Series events is prohibited without written permission from the WIAA.

Any sale or resale of photography, digital image, videotape or film taken without a media credential at State Tournament Series events is prohibited without approval from the WIAA. Any photo, image or video taken without credentials are subject to rights, if any, of all third parties, including the individuals photographed. A license authorizing the sale of photographs of WIAA pre-State Tournaments (regionals and sectionals) by nonmedia, non-editorial photographers is available through WIAA for a yearly fee of \$100. Please contact the WIAA if interested.

Use of flash equipment and strobe lighting is permitted at all State Tournaments except the gymnastics championships, provided the use of such equipment does not interfere with or disrupt any action or administration of the event. It is the authority of the WIAA to determine if flash equipment is interfering or disrupting play at the State Tournament and the authority of game

officials and tournament management at pre-State tournaments. Media intending to use flash and strobe equipment should meet with officials and tournament managers prior to regional and sectional contests to avoid potential problems.

During post-game celebrations and awards ceremonies, only the official WIAA photographer and the entity possessing the exclusive television broadcast rights are allowed inside the ceremony perimeter (as determined and controlled by WIAA personnel). All other photographers must remain at the ceremony perimeter.

Loose equipment bags or tripods are not allowed at courtside, on the sideline or in competing areas. Photographers must remain in areas designated for photographers as determined by the WIAA (see "Photographer Location Policies" section).

Photographers are prohibited from shooting in locker room and in spectator areas that obstruct the view of spectators in their ticketed seats.

Photography Locations

The following outline provides the photography policies and the locations available for photographers at each sport's State championship venue. Please refer to the media instructions in State Tournament media packets at each State venue for additional information or changes to policies.

Baseball - National Federation rules prohibit media photographers from being present in any live ball areas. Photographers must remain in designated photo areas as determined by the WIAA. The designated photo areas at Spring Baseball are located in the photography box on the outfield side of the dugouts along the first and third base lines. The designated photo areas at Summer Baseball are located inside the fence on the outfield side of the dugouts along the first and third base lines. These locations are identified with a chalk outline. Access to the field is available during award ceremonies.

Basketball - Only photographers with properly displayed media credentials will be allowed access to courtside photo areas. These areas are at the edge of the court along the ends of the court, from the corner of the court to the free throw lane extended to the edge of the floor on each side of the baskets. No photographers are allowed on the floor along the sides of the court (along team benches and media row). Photographers must sit or kneel when the game is in progress. No television or press photography is allowed on the court during pregame warm-ups, during announcing of the starting lineups or anytime during the game with the exception of the official WIAA network and videographers.

Cross Country - Photographers with cameras and credentials will be allowed inside spectator ropes and restraining fences in designated areas for race starts and finishes as determined by the WIAA. Crossing in front of runners during the race on the course is strictly prohibited. At the finish chute, photographers must stay in designated roped-off areas. Photographers must stay out of all sand traps and off tee boxes and greens.

Football - Photographers will be allowed access to the sidelines with properly displayed credentials. Photographers are allowed behind the dotted line from the 30-yard line to the end zone and along the back end of the end zone. Photographers are not allowed in the team areas (30-yard line to 30-yard line) except for the official WIAA videographer, but may pass through the back of the team box to get to the other end of the field. However, they are not allowed to stop in the team area.

Golf - Photographers with properly displayed credentials may follow golfers. Photographers must shoot from the rough or cart paths, taking extreme caution not to interfere with contestant sight lines or disturb play in any manner as determined by the WIAA.

Gymnastics - This is the only tournament that prohibits flash and strobe photography because of the potential safety hazard to gymnasts. Photographers must remain outside the perimeter of the judges and must leave the floor after the event they are shooting is completed or when the gymnast has finished her routine. Photographers must refrain from moving at locations near apparatus during routines.

Hockey - Photographers with properly displayed credentials may shoot from nearly any location at the Coliseum where spectator views are not blocked. However, photographers are prohibited from shooting from the penalty box, team bench areas, the goal judge area and the player entrance areas.

Soccer - Photographers are prohibited from entering the playing field at anytime during a game, including shootouts. Photographers with properly displayed credentials are allowed to shoot during play on the sidelines and on the end lines directly inside ropes and fences not to encroach the sideline of the soccer field with the following two exceptions. Photographers are prohibited from shooting in the area directly behind the goal/penalty area on each end of the field during action or in front of the official bench and team benches at any time. It is permissible for photographers to move onto the playing area for pictures before and after games, during halftime and during intermissions between overtime periods.

Softball - National Federation rules prohibit media photographers from being present in any live ball areas. Photographers must remain in designated photo areas off the playing field as determined by the WIAA. The designated photo areas at Goodman Diamond are outside the fence in the opening between seating areas along the first and third base lines. In addition, photographers can shoot outside the fence down the lines in the outfield and in the designated camera area in the stands behind home plate. Access to the field is available during award ceremonies only.

Swimming & Diving - Photographers with properly displayed credentials may shoot from the designated areas on the pool deck and behind any roped-off areas. Permissible photographer areas are located on the control side of the pool, behind the timers' chairs and at the contestant seating area at the end of the pool opposite the starting blocks. Photographers are not allowed on the walkway where the awards stand is located or near the diving pool. Television photographers and photographers using flashes/lights pointed at the swimmers during turns, exchanges and starts are prohibited.

Tennis - Photographers with properly displayed credentials may shoot from nearly any location of the Stadium where spectator views are not blocked. No photography is permitted at courtside during matches. Media wishing courtside photos during warm-ups are required to request access from WIAA personnel prior to entering courts. Flash photography at courtside during warm-ups must receive permission from WIAA officials.

Track & Field - Guidelines for photographers at the Veterans Memorial Stadium are provided at the State Meet. Access to the infield will be limited to photographers only and only in the designated areas. Anyone with a media or photo credential not shooting photography in these areas will be removed from the infield. In addition, any media photographer taking pictures from the infield outside of these prescribe areas or on the track during running events will be removed. Access to all other field events are identical to spectators.

Volleyball - Photographers with properly displayed credentials may shoot from off the Sport Court floor on the side opposite the team benches during the entire tournament. Photographers may also shoot from off the court on each end during championship finals. Photographers must wait for a stoppage in play to move to other areas at each end of the courts.

Wrestling - Photographers with properly displayed credentials may shoot from designated areas at mat side at both team and individual tournaments. Photographers must remain off the mat and must vacate the area after the match they are shooting is completed. Television photographers are prohibited from using lights pointed at or near the mat.

Post-Game Interview Policies

No media is allowed on the floor or field for post-game/event interviews immediately after State Championship team contests, or before or during the awards ceremonies except for WIAA media network (when applicable) and videographers. The nature of each sport will determine the interview policy following State Tournament events as outlined for each sport as determined by the WIAA.

After all WIAA Tournament contests, the WIAA strongly encourages media to honor a five-minute "cooling off" period prior to interviewing participating coaches and players.

No media is allowed access to team or participant locker rooms before, during or after any State Tournament competition. Coaches and participants may be available for interviews directly outside the locker rooms. The following list outlines each sport's State Tournament post-contest interview policies.

Baseball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the field not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere on the field. No interviews are allowed during pre-game warm-ups or during the contest without prior consent of the WIAA Executive Staff.

Basketball - A post-game media conference will take place in the media work room during the boys and girls State Tournaments. The coach and selected player(s) of the winning team will participate in an eight-minute media conference five minutes following a live TV interview after the game or immediately after the awards ceremony if it is the championship game. The coach and player(s) of the losing team will follow with an eight-minute conference. The coach and players of the winning team may only participate in a brief on-court interview by the entity with exclusive telecast rights following each game prior to the media conference. No other interviews of coaches or participants are allowed prior to their participation in the media conference. Members of the media are allowed to interview willing coaches and participants following the media conference at a location outside the locker room. Consideration for team time schedules, as well as administrative and facility staffing expectations is appreciated following news conferences. No interviews are allowed during pre-game warm-ups, halftime or during the contest without consent of the WIAA. On occasion, WIAA personnel may allow for a brief television interview with a coach prior to the media conference by stations with a local team (as defined and determined by the WIAA) participating for newscast deadline relief purposes.

Cross Country - Members of the media wishing to interview coaches and participants may do so after runners have gone through the chutes and have entered the fenced-in area provided. Members of the media are allowed to interview coaches and participants following the State award ceremonies. No interviews are allowed with coaches or runners within 20 minutes prior to the start or during their respective races. Media personnel must stay out of all sand traps and off tee boxes and greens.

Football - Members of the media wishing to interview coaches and participants following the State award ceremonies can locate and direct coaches and participants to the area at the north end of the field immediately in front of the north bleachers, not near the playing field to avoid interfering with warm-ups of the next game or the administration of the event. No interviews are allowed during pre-game warm-ups, during the contest or immediately after the game without consent of the WIAA. The coach of the winning team may participate in a brief on-field interview by television with exclusive telecast rights following each game and/or immediately after the award ceremony.

Golf - Members of the media wishing to interview coaches and participants following the State award ceremonies or after rounds can locate and direct coaches and participants to a location away from the greens not to distract or interfere with play still in progress.

Gymnastics - Members of the media wishing to interview coaches and participants following the State award ceremonies or between rotations can locate and direct coaches and participants to a location away from apparatus not to interfere with warm-ups, the next rotation or the administration of the event. Following the final event scheduled for each day, interviews may take place at a convenient location anywhere in the gymnasium. No interviews are allowed during timed warm-ups or during an event.

Hockey - In absence of a possible post-game media conference, members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the ice, preferably outside each respective team's locker room. No interviews will be al-

lowed on the ice or in the team bench area. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere not on the ice, team bench or inside the locker rooms. No interviews are allowed during pre-game warm-ups or during the contest.

Soccer - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location off the playing field not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location anywhere on the field. No interviews are allowed during pre-game warm-ups or during the contest.

Softball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can direct coaches and participants to outside the field access gate in the right field corner, not to interfere with warm-ups of the next game or the administration of the event. No interviews are allowed during pre-game warm-ups or during the contest.

Swimming & Diving - Members of the media wishing to interview coaches and participants following an event or State award ceremonies can locate and direct coaches and participants to a location at the control side of the pool deck or off the pool deck not to interfere with events in progress or administration of the meet.

Tennis - Members of the media wishing to interview coaches and participants following a match or State award ceremonies can locate and direct coaches and participants to a location off the playing court areas not to interfere with matches in progress or administration of the event.

Track & Field - Members of the media wishing to interview coaches and participants following an event or State award ceremonies can locate and direct coaches and participants to a location anywhere except on the infield of the track. Following awards ceremonies, those student-athletes receiving medals will be escorted and made available for interviews in the media work area located at the southwest end of the track.

Volleyball - Members of the media wishing to interview coaches and participants following the State award ceremonies or after quarterfinal and semifinal games can locate and direct coaches and participants to a location away from the playing courts not to interfere with warm-ups of the next game or the administration of the event. Following the final game scheduled for each day, interviews may take place at a convenient location off the playing courts in the general direction of the respective lockerrooms. No interviews are allowed during pre-game warm-ups or during the contest.

Wrestling - Members of the media wishing to interview coaches and participants following a match or State award ceremonies can locate and direct coaches and participants to a location not interfering with the matches in progress or administration of the event. Preferred interview areas are in the corridors below the grandstands in the Kohl Center and in the corridor below the grandstands at the UW Field House.

Tournament Transmission Policies

1. WIAA radio, television, cable and Internet policies relate to transmissions during the WIAA State Tournament Series. There is no WIAA jurisdiction over regular-season radio, television, cable or Internet transmissions of high school interscholastic competition, but school administrators are strongly encouraged to prohibit sponsors for transmissions whose primary business is the sale of tobacco, alcohol, lottery/gambling, mood-altering substances or lewd subject matter.
2. No fees for regular-season transmissions are required by the WIAA, but local schools and participating teams may wish to require a fee or to recover any expenses incurred (i.e. power, scaffolding, seats lost due to camera positions, tickets sales lost by spectators staying home and watching, etc.).

3. All radio and Internet audio transmission rights and credential requests for all State Tournaments will be issued by the WIAA. To apply for play-by-play or live report "update" rights for State Tournament events, radio stations and Internet sites must complete and submit the "Media Credential Request Form." An on-line submittable form is located on the restricted area of the WIAA Media Center Web site. Completed forms must be submitted to the WIAA by noon at least two business days before the first day of a given tournament or as outlined in the "Credential Request Deadline" section of this guide. Please review the "Requesting Credentials" section for additional credential request policies.
4. Media and Internet sites considering transmitting audio, video or textual play-by-play depictions on the Internet must abide by all Internet policies as written in this guide (see "Internet Policies"). There is no fee for live report "updates" of pre-State Tournament events provided no play-by-play is done. There is a \$25 fee for live or taped radio reports from State Tournament venues.
5. The WIAA reserves the right to require two minutes of advertising or promotional inventory to be included in any or all radio, television and Internet transmissions of WIAA Tournament Series events as determined by the WIAA.
6. By submitting the application for transmission, media and Internet sites agree to abide by all WIAA regulations and policies regarding the transmission of events during the entire WIAA Tournament Series to include prohibited advertising and sponsorships as determined by the WIAA as outlined in the "Advertising" section.

Transmission Terms & Regulations

Terms

1. **WIAA Tournaments** – "State Tournament Series," "Tournament Series" and the "WIAA Tournaments" refer to all the WIAA sponsored events contested at the regional, sectional and State levels. The "State Tournament," "State Tournament Championships" or "State Meet" refer specifically to the contests or events culminating the Tournament Series with championships at the State finals venues.
2. **Transmission** – A "transmission" is defined as the transmitting—or intent of transmitting—any live or taped portion, or entire duration of tournament games or complete session of games from the time the transmission begins to the time the transmission ends at the tournament site. This definition includes halftime, between games of a session, immediately before and after a tournament game or session, and during intermission stops and timeouts.
3. **Live or real-time play-by-play** – A live or real-time play-by-play is defined as transmitting a live (while the event/game is in progress from beginning to conclusion) written, audio or video description (identifying competitors with descriptions or results of game action) of all or a significant number of plays/events occurring sequentially during a game/event.
4. **Non-commercial transmission** – A "non-commercial transmission," for the purpose of rights fees assessment, is one that contains no commercials or sponsorships during the entire duration of tournament games or complete session of games from the time the transmission begins to the time the transmission ends at the tournament site. This definition prohibits commercials or sponsorships during halftime, between games of a session, immediately before and after a tournament session, and during intermission stops and timeouts. However, a station or Internet site may return to its studio at halftime or between games of a session to air regularly scheduled programs with its normal advertisers and sponsors.
5. **Live reports** – Live report "updates" are transmitting updates on results or general information about the competition or event but contains no play-by-play description of live contests.
6. **Internet site** – Internet and Web site are interchangeable terms for the purpose of WIAA regulations and definitions.
7. **Exclusive rights** – All media and/or Internet sites may not infringe on existing exclusive media rights agreements and rights of the WIAA without consent of the WIAA and the exclusive rights holder.

Regulations

Comprehensive Policies

1. The WIAA reserves the right to grant, issue, revoke and deny credentials to any media or Internet site organizations based on the interpretation and intent of these policies determined by the WIAA. In cases deemed unique by the Association, these policies may be amended. The WIAA and its exclusive rights partners retain the rights to all commercial use of video, audio, or textual play-by-play transmitted at a WIAA Tournament Series event. Furthermore, the WIAA owns the rights to transmit, upload, stream or display content live during WIAA events and reserves the right to grant exclusive and nonexclusive rights or not to grant those rights on an event-by-event basis.
2. All "Real-time," or tape-delayed audio, video or textual transmission of play-by-play, is exclusive property of the WIAA and rights-granted entities. Any account/transmitting of real-time video, audio or textual play-by-play is prohibited on-site or off-site without consent of the WIAA.
3. The WIAA also reserves the right to revoke or deny the video, audio or text transmission rights of any media or Internet sites that include in any part of its transmission of WIAA Tournament events, including pregame and postgame shows, content or comments considered inappropriate or incompatible with the educational integrity of the tournament or host institution from which the transmission is originated.
4. All media and Internet sites transmitting "real-time" text of play-by-play action of State Tournament events is considered similar to that of a play-by-play radio or television transmission and are subject to rights fees. Web blogs not posting continuous play-by-play accounts of game or event action are not subject to rights fees unless determined by the WIAA to be a live depiction of event action
5. Also, any media transmitting "real-time" video is subject to exclusive video rights agreements and video transmission fees. In addition, any media transmitting "real-time" audio other than that of the fee-paying, rights-granted television and/or video production partner(s) is subject to the audio transmission rights fees.
6. Stations or Internet sites will not receive a reduced rights fee by dividing a session into one game on a commercial basis and another on a non-commercial or commercial-delayed basis.
7. Internet sites of traditional media (newspaper, radio, television) may be issued credentials, but are not allowed "real-time" or "live" transmission by audio streaming, video streaming, textual play-by-play accounts without consent and rights granted by the WIAA.
8. Media and Web sites granted permission by the WIAA to transmit "real-time" or delayed audio, video or textual play-by-play are subject to transmission rights and line-usage fees and must adhere to all transmission regulations, fees and advertising policies of the WIAA outlined in this guide.

Video

1. Video transmission rights are required and rights fees are applicable (page 17) for stations and/or Internet sites that originate a video transmission or that pick-up live or delayed feeds and/or links from another station, Internet site or cable operator.
2. No taped-delayed video transmissions of any WIAA Tournament Series event is permitted during the exclusive live coverage of the WIAA State Tournament in the same sport. In addition, a tape-delayed video transmission is prohibited from transmitting until three hours after the start of the respective event being transmitted on a tape-delayed basis. Permission to transmit any video content delayed must come from the WIAA and When We Were Young Productions or the station/network with exclusive television and/or video transmission rights.
3. The use of video exceeding **two** minutes by the originating station, publication or Internet site—other than the exclusive video production rights holder—for any purpose other than highlights on regularly scheduled news or sports broadcasts, or on a Web page is prohibited.

4. The following list of rules apply for commercial television stations and Web sites using video in their coverage of the WIAA State Tournament Series for newscast or Webcast purposes:
 - A. There may not be live coverage of any live game action during the contests. "Live coverage" is defined as any activity which occurs while a game or meet is in progress. Stations or Web sites may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news or sports programs and are no more than two minutes of a program which is any length.
 - B. Use of film, video, audio, tape, etc., is limited to regularly scheduled news, sports programs or Internet site stories, and use on such programs is limited to no more than two minutes of a program which is any length. Unless written approval is granted from the WIAA office, use of more than two minutes of film, video, audio, tape, etc., beyond five days from the last day of a tournament is prohibited outside of regularly scheduled newscasts and/or sportscasts without written consent of the WIAA.
5. No rights fees will be required for schools wishing to air tape-delayed transmissions on their school's educational channel, local cable system or school's Internet site. Schools are restricted from transmitting video of Tournament Series events that are under exclusive contracts without the permission of the WIAA and When We Were Young Productions.
6. Video of Tournament Series action may not be sold without written consent from the WIAA and its respective licensed video production partner.
7. Video Transmission Priority Criteria

The WIAA will make every attempt to provide adequate broadcast facilities for all stations and/or Internet sites that are approved or licensed to video transmit State Tournament events. If demand for transmissions exceed available accommodations, first consideration will be given according to the following criteria, as determined by the WIAA, in order:

- A. WIAA Television network partners transmitting live video
- B. Television stations transmitting live video
- C. Television stations and WIAA networks/partners Internet transmitting live video
- D. Television stations and WIAA networks/partners Internet transmitting tape delayed video
- E. Local television stations taping for sports highlights within newscasts or video on Internet site
- F. Other media Internet sites recording highlights for Internet

Audio

1. The WIAA reserves the right to consider all applications for audio transmission rights on an individual basis.
2. Audio transmission rights fees (page 17) are applicable for stations and/or Internet sites that originate an audio transmission or that pick-up live or delayed feeds and/or links from another station or Internet site. Radio and Internet sites approved by the WIAA to audio transmit Tournament Series events are prohibited from feeding or linking its transmission to any other station(s) or Internet sites without additional rights fees being assessed.
3. Radio stations with Internet sites will not be charged additional Internet transmission fees if originating transmission is of similar nature and is not in competition with an exclusive rights-granted, fee-paying organization. For example, radio stations will not be charged an additional transmission fee for transmitting audio that originates for over-the-air transmissions and is simultaneously transmitted on the official flagship station's Internet site only. Network stations (if applicable), any other stations or Internet sites may not link audio transmissions unless those stations are also transmitting the identical audio transmission over-the-air. Any stations or Internet sites not airing the transmission of a network (if applicable) feed but links to the audio transmission of the event is subject to the audio transmission rights fees. Requests for such permission must be indicated on the WIAA "Audio Transmission Application." Any State Tournament transmission permission must be cleared through the WIAA. In addition, a radio station or Internet site is required to apply

and receive WIAA audio transmission rights approval before accepting a feed or adding a link to any transmission from another station or Internet site and must adhere to all rules, regulations and policies in this manual.

4. Audio Transmission Priority Criteria

The WIAA will make every attempt to provide adequate broadcast facilities for all stations and/or Internet sites that are approved to broadcast WIAA State Tournament events. If demand for broadcasts exceed available accommodations, first consideration will be given according to the following criteria, as determined by the WIAA, in order:

- A. The WIAA network (if applicable)
- B. The WIAA network affiliate stations (if applicable)
- C. To local stations of participating teams that have audio transmitted a participating team's games with regularity
- D. To regional stations of participating teams that have audio transmitted a participating team's games periodically
- E. To stations in the host community and area
- F. Internet site audio-only streaming (in above order)
- G. Other

Text

1. To apply for play-by-play text transmission rights for State Tournament events, media and Internet sites are required to notify the WIAA of their intentions to transmit textual play-by-play of any contest(s) during a State Tournament when submitting the "Credential Request" form posted on the restricted area of the WIAA Media Center site.
2. Internet blogs, forums or twitters not posting continuous play-by-play accounts of game or event action are permitted and are not subject to rights fees unless determined by the WIAA to be a live, play-by-play depiction of event action (see "Live play-by-play definition" on pg. 11), are not in compliance with the mission and media policies of the WIAA or are associated with any promotion, reference or link to material surrounding the content is deemed inappropriate or not in the best interest of the WIAA. Real-time play-by-play accounts of WIAA Tournament Series events are subject to text transmission rights fees.

Applying for Regional & Sectional Transmission Rights

Video

1. All media and/or Internet site parties interested in video transmission of WIAA Tournament Series events must make arrangements with When We Were Young Productions (608) 849-3200 to inquire about video transmission or Internet video transmission permission prior to the date of the contest. Entities not adhering to permission policies are subject to fines imposed by the rights holder. Live or tape-delayed video transmission rights of regional and sectional events by television stations, cable operators and Internet sites is prohibited without consent of the WIAA and When We Were Young Productions.
2. Accommodations for working television, cable or Internet personnel, cameras and other equipment involved in video transmission production is the responsibility of the host tournament manager, provided the television stations, cable operators or Web stream entities receive permission in advance from the WIAA and When We Were Young Productions to transmit video.
3. Regional and sectional host tournament managers are authorized to refund fees if the station or Internet site has a legitimate reason for not being able to video transmit after they planned to do so and/or indicated to the manager in advance

it will not be transmitting if the school it is following is eliminated from the tournament. Host managers are expected to furnish free admission for two working persons.

4. Media sending a reporter to cover the WIAA Tournament Series for newscast purposes should practice the professional courtesy to contact tournament host managers with their intent to cover the event. Failure to notify tournament managers in advance may result in denied media privileges at tournament events.

Audio

1. To apply for play-by-play audio transmission and live report rights for regional and sectional events, radio stations must complete the "Audio Transmission Application" located on page 18 of this publication or in the WIAA Media Guides (make copies of the applications). Completed applications for transmission with station manager signature should be mailed or faxed to the tournament site and the WIAA at least two days before the first game of a given tournament. Host managers must receive approval from the WIAA to reject any applications to audio transmit. Stations are required to contact host tournament managers to notify of their intentions to audio transmit any contest(s) during a regional or sectional and make arrangements for entry access. Host managers are expected to furnish free admission for two working persons.
2. Radio and Web sites are also required to apply for additional pre-State WIAA transmission rights before accepting a feed or adding a link to a transmission from another station or Web site and must adhere to all fees, rules, regulations and policies in this guide.
3. Regional and sectional host tournament managers are authorized to refund fees if the station or Internet site has a legitimate reason for not being able to audio transmit after they planned to do so and/or indicated to the manager in advance it will not be transmitting if the school it is following is eliminated from the tournament. Host managers are expected to furnish free admission for two working persons.
4. Stations are no longer required to include a list of sponsors and advertisers with the application. However, advertising of tobacco, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter or businesses whose primary purpose is the selling of products prohibited by the WIAA as described in the "Advertising" section during broadcasts are prohibited (see "Advertising" and "Applicable Radio Regulations and Definitions" sections).

Text

1. To apply for play-by-play text transmission rights for regional and sectional events, media and Internet sites are required to contact host tournament managers to notify of their intentions to transmit textual play-by-play of any contest(s) during a regional or sectional and make arrangements for entry access.
2. Internet blogs not posting continuous play-by-play accounts of game or event action are permitted and are not subject to rights fees unless determined by the WIAA to be a live, play-by-play depiction of event action (see "Live play-by-play definition" on pg. 11). Live/real-time play-by-play accounts of WIAA Tournament Series events are subject to text transmission rights fees. Score updates without description of plays are not considered play-by-play and are permitted.
3. Blogs or twitter not in compliance with the mission and media policies of the WIAA or are associated with any promotion, reference or link to material surrounding the content is deemed inappropriate or not in the best interest of the WIAA is also prohibited.

Advertising

The WIAA retains the right to require stations to submit in writing, upon WIAA request, any and all advertisements or sponsorships during a radio, television or internet transmission of WIAA Tournament Series competition.

The WIAA reserves the right to approve or reject any sponsorship or advertisement for any product, service or opinion. For any part or segment of an entire transmission originating from the tournament site, the WIAA strictly prohibits the sponsorship and advertising of tobacco products, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter. Businesses with the primary purpose of selling any of these prohibited products are also prohibited from advertising on all transmissions throughout the WIAA State Tournament Series. Businesses in which these products are available in a secondary capacity may advertise on WIAA Tournament transmissions. However, the WIAA prohibits the referring to the sale of these prohibited products or establishments within the businesses where the primary purpose is the sale of prohibited products. Also prohibited from any WIAA Tournament transmission is the reading of a list that includes prohibited advertisers or sponsors, including the name and/or locations of businesses, products or services.

Television, radio, print, Web sites or any other media are prohibited from referring, implying or using words/language that recognizes or identifies a business or organization as an "official sponsor" of any WIAA State Tournament Series event under the auspices of the WIAA. This includes any live video, audio or text transmissions; any printed accounts; any commercials, advertisements or sponsorships; and any references made by writers and broadcasters during Tournament Series events. Television, radio, print, Web sites and any other media may use language that the tournament *coverage* or *broadcast* is sponsored by an advertiser or sponsor.

The WIAA reserves the right and responsibility to cancel any and all transmission and transmission rights for an event in progress and subsequent WIAA Tournament events for any station found to have violated the provisions of the WIAA's advertising policy.

Tournament Transmission Rights & Fees

Please review transmission policies (Page 10) for descriptions and guidelines

Audio/Text Transmissions

Audio/Text Transmissions	Regional/Sectional Fees*	State Fees*
Live audio transmission with commercial sponsorship	\$50	\$100
Live audio transmission without commercial sponsorship	\$40	\$ 90
Delayed audio transmission with commercial sponsorship	\$50	\$100
Delayed audio transmission without commercial sponsorship	\$40	\$ 90
Stations receiving live audio feed from originating commercial transmission	\$40	\$ 90
Live transmission of play-by-play text	\$20	\$ 30
Live Audio Report "Updates"	--	\$ 25

* Fees listed are per game (per day for State individual wrestling). Regional and sectional wrestling fees indicated covers entire regional or sectional.

Radio transmissions simultaneously running cybercasts on its Internet site does not pay additional fee. Rights fees are independent of any telephone line charges covered in the "Communication Lines" section.

State Tournament payments are to be made payable to the WIAA. Stations or Internet sites can either pay at tournaments or the WIAA will invoice following the respective tournaments. All regional and sectional event payments are to be made payable to the host school prior to the audio transmission.

Transmission rights fees are applicable for stations or Internet sites that pick-up live or delayed feeds from another station or links audio from/to another Internet site.

Blogging on the Internet not transmitting a play-by-play description (as determined by the WIAA) is not subject to rights fees.

Video Transmissions

Television/Cablecast/Cable Access	Rights Holder and Contact Information
All pre-State Tournament Series events for all sports	When We Were Young Productions (608) 849-3200
All State Tournament events excluding football, basketball and hockey finals	When We Were Young Productions
State Football Championships games	FS Wisconsin
State Boys and Girls Basketball Tournaments and hockey finals	WAOW-TV/Quincy Newspapers Inc.

All parties interested in the production and distribution of any State Tournament or State Tournament Series event via video transmission will be required to obtain rights from the WIAA and current production and distribution rights holder as outlined above.

Production and distribution rights include, and are not limited to, live or delayed television through network or cable outlets, video on demand, content streaming through any platform and/or physical media. All permissions granted, policies enforced and fees required will be at the sole discretion of the WIAA and the rights holder. Detailed information regarding policies and fees are available upon request from When We Were Young Productions (608) 849-3200.



Wisconsin Interscholastic Athletic Association

5516 Vern Holmes Drive, Stevens Point, WI 54482-8833
 (715) 344-8580 FAX (715) 344-4241 email < info@wiaawi.org >

APPLICATION FOR AUDIO/TEXT PLAY-BY-PLAY TRANSMITTING OF WIAA TOURNAMENT GAMES

Media Outlets must send one copy to the WIAA Office and provide one copy to the host school manager.

Name of Media Outlet _____
 Address _____
 City _____ Zip Code _____
 Date _____

Type of Transmission (check one)	
<input type="checkbox"/>	Commercial
<input type="checkbox"/>	Commercial-Delayed
<input type="checkbox"/>	Noncommercial
<input type="checkbox"/>	Nonoriginating Commercial
<input type="checkbox"/>	Play-by-Play Text

Tournament Information:

Tournament Sport _____ Tournament Level _____ Boys or Girls
(Subregional, Regional, Sectional, State)
 Tournament Site _____ The team you are following _____

TRANSMISSIONS ADVERTISING TOBACCO, LOTTERY MATERIAL, ALCOHOLIC BEVERAGES AND RELATED PRODUCTS ARE NOT PERMITTED.

Audio/Text Transmission Fees

		Commercial (Including Nonoriginating) Transmission	Commercial Delayed/ Originating Noncommercial	Payment
Audio Pre-State (pay school)	Per Game/Session	\$ 50★	\$40	\$ _____
Audio State (pay WIAA)	Per Game/Day	\$100*	\$90	\$ _____
Text Play-by-Play Pre-State (pay school)	Per Game/Session	\$ 20	--	\$ _____
Text Play-by-Play State (pay WIAA)	Per Game/Day	\$ 30	--	\$ _____

★ At Wrestling pre-state, this fee covers entire regional or sectional. *At State Individual Wrestling, fee covers entire day.

Fees for Pre-State are payable to host school. Fees for State transmissions are payable to the WIAA.

Application Procedure:

Application for all audio and text play-by-play transmissions, complete with signature and fees should be mailed to tournament site at least two days before the first game of a given tournament. If station or Web site makes arrangements with tournament host in advance, fee may be paid to tournament manager at the tournament site on night of game. The fee is payable whether or not the media outlet originates a transmission. There is no fee for nonoriginating, noncommercial stations.

The media outlet must contact and make all arrangements for transmitting with the tournament manager prior to the event and after this application has been completed.

Statement of Responsibility:

This media outlet agrees to abide by all WIAA regulations regarding the audio and/or text play-by-play transmitting of WIAA Tournament events to include advertising and sponsorships. We agree to prohibit the advertising of tobacco, lottery, alcoholic beverages or related products, or businesses whose primary purpose is the sale of those products, during the transmission of a WIAA tournament event to include the pregame or postgame of the actual transmission. We also take full responsibility for the professional conduct of the writers or announcers employed or contracted by our company to transmit at a WIAA Tournament event.

Station/Internet Site Manager's Signature _____

EXHIBIT 6



UNIVERSITY OF WISCONSIN SPORTS NEWS SERVICE

MAY 26, 1989

Subject: UW Athletic Department and WTMJ-Radio to Negotiate Exclusivity Rights

Madison, WI -- University of Wisconsin Athletics Director Ade Sponberg announced Friday afternoon that the Athletic Department will be negotiating with WTMJ-Radio, Milwaukee for exclusive rights to Wisconsin's football and basketball games for the next three to five years.

WTMJ-Radio was the station that was top-ranked and recommended to Sponberg on Thursday by the seven-member radio exclusivity committee after it heard presentations from Mid-Continent (WTSO, Madison) Broadcasting, St. Paul, MN.; Will Tieman, TBC Sports, Champaign, IL.; and WTMJ-Radio, Milwaukee.

The results of the exclusive radio contract to the Athletic Department includes --

- a) a tripling of the annual radio broadcast revenues;
- b) statewide coverage for Wisconsin football and basketball guaranteed;
- c) a significant expansion of promotional opportunities for all UW sports including ticket sales promotion on radio, TV, billboards and in newspapers.

Thursday's meeting was held to further clarify the three bidders' financial proposals, their ability to establish a statewide network in both football and basketball, and their plans for a promotional effort in behalf of the University of Wisconsin.

Other bidders for the exclusive radio contract included Clear Channel Communications, Dallas, TX; Learfield Communications, Jefferson City, MO.; and Sundance (WOKY, Milwaukee) Communications.

Members of the Exclusive Bid Review Panel included Prof. James Hoyt, Dean, School of Journalism; Gary DeHaven, General Manager, WISC-TV, Madison; Ron Bornstein, Vice-President, UW System; Art Hove, Chancellor's Office; Prof. Roger Formisano, Athletic Board member; Prof. Barbara Wolfe, Athletic Board member; and Bob Leu, Radio-TV/Marketing Director for the Athletic Department.

Sponberg and Paul LeSage, WTMJ-Radio General Manager will begin negotiations next week to determine a final contract.

-30-

University of Wisconsin

Division of Intercollegiate Athletics

1440 Monroe Street • Madison, Wisconsin 53711 • 608/262-1866

EXHIBIT 7

THE UNIVERSITY OF WISCONSIN-MADISON
DIVISION OF INTERCOLLEGIATE ATHLETICS

1440 Monroe Street, Madison, Wisconsin 53711--608/262-1866

Radio and Television Broadcast Rates and Requirements

(Effective Fiscal 1988-89)

Radio Rights Fees--Football

Single Station . . . "Big Ten Regulars" . . . A single station broadcasting the complete schedule of a Big Ten School (home and away) shall be charged eight (8) times that station's highest one-minute national spot rate per game.

Minimum Fee . . . per station . . . \$550 per game

Single Station . . . "Non-Regular" . . . A single station broadcasting one or more games but less than the entire schedule shall be charged ten (10) times that station's highest one-minute national spot rate per game.

Minimum Fee . . . per station . . . \$550 per game

Networks . . . "Big Ten Regulars" . . . (A network is defined as two or more stations including the originating station. In a network situation . . . The Rate Card, which is the highest of all the stations in the network will prevail as the originating station for figuring the fee.)

1. Originating station . . . nine (9) times the highest one-minute national spot rate per game.

Minimum Fee . . . \$350 per game

2. Stations carrying a commercial network feed . . . six (6) times the highest one-minute national spot rate.

Minimum Fee . . . \$60 per game

Networks . . . "Non-Regulars" . . . The originating station will be dealt with as a single station and the feed station's fee will be one-half (1/2) of the single station non-regular fee . . . \$550 per game.

National Network . . . (A group of stations whose broadcast reaches eight (8) or more states.)

Minimum Fee . . . \$1,800 per game

Sustaining Stations . . . No fee will be charged to originating or network stations carrying the broadcast of a football game on a non-commercial basis. These stations will be allowed to broadcast only if space is available.

Big Ten Regulars will receive first consideration for space.

Radio Rights Fees--Basketball and Hockey

Complete coverage home and away in each sport.
Minimum Fee . . . per station . . . \$120 per game

Networks

1. Origination Station . . . 2-1/2 times the highest one-minute national spot rate per game
Minimum \$120
2. Feed Stations . . . 1-1/2 times the highest one-minute national spot rate per game
Minimum \$60

Radio Rights Fees for Visiting Big Ten Conference School Stations

The Division of Intercollegiate Athletics has a complete reciprocal agreement with visiting Big Ten Conference Schools for Station radio rights for teams away from home.

TV Rights Fees--Football

1. Regional and national football TV rights fees are shared with and negotiated through the NCAA and Big Ten Conference agreements.
2. TV rights fees for football games not covered by NCAA and Big Ten Conference agreements are negotiated depending on market size.
3. Delayed rights fees vary from \$1,000 to \$1,500 per game depending on market size.

TV Rights Fees--Basketball and Hockey

1. Television rights fees are \$1,500 for the originating station and \$500 to \$750 per game for each feed station depending on market size.

Radio and TV Rights Fees--All Other Sports

1. Radio and TV rights fees for sports other than football, basketball, and hockey are negotiated with distributors (stations).

Rights Fees--Low Power TV

1. Television rights fees for low-power stations are negotiated with distributors (stations).

Conditions Governing Broadcasting Rights

1. Stations must abide by all NCAA and Big Ten Conference regulations on radio broadcasts.
2. The broadcasting of games shall involve no expense to the Wisconsin Athletic Department.

Conditions Governing Broadcasting Rights (continued)

3. Originating network stations shall file one application for their entire network. The application should be accompanied by a list of feed stations (call letters and location) and their rate. Additional stations may be added with proper payment.
4. Payment of fees must be made prior to date of the game for Non-Regular broadcasters, and prior to the start of the season for Regular broadcasters.
5. No agreement will be made until payment of fees is received by the Wisconsin Sports News Service office.
6. The agreement provides for not more than five (5) admissions to each broadcasting outlet.

Note: Special arrangements must be made if broadcast utilizes a field announcer. Names of broadcasting personnel and duties should accompany application.

7. If press credentials are transferred without notifying the Division Wisconsin Sports News Service, 1440 Monroe Street, Madison, WI 53711, the Division through its Director of Radio and Television reserves the right to cancel the broadcasting rights of the station.
8. A goal is to include institutional messages of the University and the Division in broadcasts whenever possible.

:

EXHIBIT 8

Exclusive Radio Broadcast Rights

The University of Wisconsin-Madison Athletic Department recommends a change of the radio contracting policy for football and basketball from a non-exclusive, open to anyone as space is available, to offering an exclusive broadcast contract for football and basketball over a 3 year period beginning with the 1989 football season. In order to accomplish this action time is of the essence to accommodate the successful bidder.

- April 14 - Athletic Board Approval
- April 26 - Invitations to Bid Announced
- May 10 - Close Bidding
- May 12 - Announce Successful Bidder

An even tighter schedule would be advantageous.

On April 25, 1985 the Athletic Board adopted the following general policy covering exclusive broadcasting rights:

"Radio and television exclusive broadcasting rights, if granted, will be granted by the Athletic Board. Grants normally will be to the highest responsible bidder upon issuance of appropriate notice and bid specifications, and the receipt of competitive bids. A bid other than the highest bid can be accepted for good reason by a majority of the board members present and voting."

"Radio and television are an important source of revenue for support of the Division of Intercollegiate Athletics programs and facilities. These media should be used to maintain and increase support and revenues to the extent possible."

Since radio broadcasting of football started Wisconsin has had a non-exclusive policy, currently four outlets originate football and two stations originate basketball. Contracts with the originating stations are renewed each year. Revenues are acquired by the following rate schedules:

Radio Rights Fees--Football

Single Station . . . "Big Ten Regulars: . . . A single station broadcasting the complete schedule of a Big Ten School (home and away) shall be charged eight (8) times that station's highest one-minute national spot rate per game.

Minimum Fee . . per station . . . \$500 per game

Networks . . . "Big Ten Regulars" . . . (A network is defined as two or more stations including the originating station. In a network situation . . . The Rate Card, which is the highest of all the stations in the network will prevail as the originating station for figuring the fee.)

1. Originating station . . . nine (9) times the highest one-minute national spot rate per game.

Minimum Fee . . . \$300 per game

- 2. Stations carrying a commercial network feed . . . six (6) times the highest one-minute national spot rate.

Minimum Fee . . . AM station . . . \$50 per game
 . . . FM station . . . \$40 per game

Radio Rights Fees--Basketball and Hockey

Complete coverage home and away in each sport

Minimum Fee . . . per station . . . \$120 per game

Networks

- 1. Origination Station . . . 4-1/2 times the highest one-minute national spot rate per game

Minimum \$75.00

- 2. Feed Stations . . . three (3) times the highest one-minute national spot rate per game

Minimum \$25.00

Football and basketball are generally included under the same exclusive contract to insure that each sport maintains maximum coverage and promotional opportunities no matter what the win-lost record might be.

Most Division I-A, I-AA, and II schools have exclusive network radio contracts for their football and basketball programs.

In the Big Ten:	Ohio State	1973
	Indiana	1976
	Purdue	1978
	Illinois	mid 80's
	Michigan	1987
	MSU	1987

Currently under consideration at Minnesota and Iowa.

In other Conferences:

- PAC-10 - All Schools
- ACC - All Schools
- Big 8 - All Schools
- SWC - All Schools
- WAC - All Schools
- SEC - All Schools
- MAC - All Schools

Major Independents - Notre Dame, Penn State, Pittsburgh, Boston College
 West Virginia, South Carolina, Miami (Florida), Cincinnati and others.

The primary objective of the University's Sports Radio programming should be to provide the most effective listener coverage through a statewide network of stations. The most effective way to establish this is with radio rights exclusively.

Exclusivity guarantees statewide coverage in both football and basketball. In 1989, 55 stations carried Badger Football state wide, there was considerable overlap coverage in many areas. Exclusivity would continue to give football statewide coverage, but overlap markets would be eliminated and stations carrying games would be reduced to appropriately 40. Radio coverage of the 1988-89 basketball season was limited to the Madison market and a few lesser markets with no outlet in Milwaukee. Exclusivity would guarantee statewide coverage for basketball.

Exclusivity should generate increased broadcast revenues. During the 1st year of the agreement the increase should be up \$35,000 - \$50,000 and by the end of the 3rd year agreement revenues should double the current income. (see attachment #1).

Other benefits of an exclusive contract include:

- Extensive Promotional Benefits for each sport in the areas of brochures, schedule cards, newspaper ads, outdoor billboards, bumper decals, etc.
- On-air promotions in which the University retains control of content, both within the event broadcast and on affiliates during the season.
- The above promotional benefits are valued up to \$165,000 per year.
- University approves announcers, and type of sponsorship.

An exclusive broadcast policy could cause a negative reaction by some local stations who will no longer be allowed to air the games.

Most broadcast experts are of the opinion that radio broadcast exclusivity of Badger Football and Basketball events is inevitable for the same reasons this recommendation is being made:

- 1 - assured statewide coverage for football and basketball
- 2 - increased revenues
- 3 - improved promotional benefits that can save the department funds
- 4 - tighter control over announcers and sponsorship

Bob Leu
Director Radio-TV/Marketing
April 12, 1989

ATTACHMENT #1

Review of Radio Broadcast Rights Fee Income from Football and Basketball

	<u>Football</u>		<u>Basketball</u>	<u>28 Games</u>
1988	11 Games Home & Away	\$ 99,905.86	\$6970.00	88-89
1987	11 Games Home & Away	99,041.48	7700.00	87-88
1986	12 Games Home & Away	108,372.48	8130.00	86-87
1985	11 Games Home & Away (increased rate)	87,478.45	3360.00	85-86
1984	11 Games Home & Away	77,713.86	4380.00	84-85
1983	11 Games Home & Away (recipical arrangement started)	72,777.00	4350.00	83-84

EXHIBIT 9

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The Big Ten Conference Announces Media Agreements Increasing National Coverage of Big Ten Sports

June 21, 2006

Ten-Year Agreement with ABC/ESPN Increases National Exposure for Football and Basketball

Conference Partners with Fox to Create "The Big Ten Network" to Launch Nationwide on Cable and Satellite; DIRECTV Signs on as First Affiliate

- Archived Teleconference
- Big Ten Conference ABC/ESPN Agreement Fact Sheet
- Big Ten Network Fact Sheet
- Big Ten Network Frequently Asked Questions
- Television Programming Comparison
- Coaches' Video Comments on Establishment of Big Ten Network (requires free Flash 8 Player)

PARK RIDGE, Ill. -- The Big Ten Conference has reached two milestone media agreements that will provide the organization with its greatest media exposure ever and ensures long-term vitality for its member institutions' broad-based athletic programs. It was announced today by Big Ten Commissioner James E. Delany. The conference has signed a new 10-year national rights contract with ABC/ESPN and has reached a landmark deal with Fox Cable Networks to create the Big Ten Network, a national network devoted to Big Ten athletic and academic programs. The ABC/ESPN contract takes effect, and the Big Ten Network is expected to launch, in August 2007.

ABC/ESPN Contract

Big Ten action has been featured on ABC since 1966 and on ESPN since 1979, the network's first year. Details of the new ABC/ESPN agreement include, but are not limited to:

<http://www.bigten.org/genrel/062106aad.html>

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- Up to 41 Big Ten football games will be televised - up to 17 on ABC and up to 25 on ESPN or ESPN2;
- All regional afternoon football games aired on ABC will be aired by ESPN/ESPN2 in outer-markets, making these games nationally available;
- Approximately 60 men's basketball games will air on an ESPN network (ESPN, ESPN2, ESPNU and ESPN360), including games on each Tuesday and Thursday of the nine-week conference season, plus up to eight Saturday games during conference play;
- A total of 100 women's basketball and volleyball events on an ESPN network, including the championship games of the Big Ten Women's Basketball Tournament, over the course of the agreement; and,
- Through ESPN's collection of new media outlets such as ESPN.com, Mobile ESPN, ESPN360 and ESPN VOD, fans will receive live events (including simulcasts), extended video highlights including in-progress games, features and more. In addition, Big Ten coverage will be available on ESPN Classic and throughout the world through ESPN International.

"The letters ABC and ESPN connote excellence, worldwide reach and innovation," said Delany. "The Big Ten is extremely proud to partner for the next decade with George Bodenheimer and his ABC/ESPN team to bring our events, student-athletes and coaches to fans and alumni across the country and beyond."

"The words 'Big Ten' represent passion, history and excellence, and we are thrilled to continue our unmatched relationship with the conference for another decade," said George Bodenheimer, President, ESPN Inc. and ABC Sports. "This agreement, among the most expansive ever, reinforces our position as the number one college sports destination and serves the ever-evolving appetites of fans by providing premier Big Ten action through traditional outlets like ABC and ESPN and emerging entities such as Mobile ESPN and ESPN360."

Big Ten Network

The Big Ten Network is dedicated to covering both the athletic and academic content of the Big Ten member institutions on a national level. Showcasing a wide array of sports as well as original programming produced by the conference's 11 institutions, the Big Ten Network will operate 24 hours a day, 365 days a year. It will be available to all carriers and distributors nationwide. The Big Ten Network's first affiliate, DIRECTV, will deliver the Network to its Total Choice Package subscribers at launch. Many events will be produced in High-Definition television (HDTV). In addition to traditional distribution through cable and satellite, select Big Ten Network content will also be available through alternative media platforms such as the Internet, iPods, cell phones and/or other emerging technologies.

"Fox has a proven and impressive track record of launching and managing networks," Delany said. "That coupled with our compelling athletic competition will make this channel the go-to destination for our alumni and fans across the nation."

"The Big Ten is clearly one of the most successful collegiate athletic conferences in the country, and its member institutions are among the most prestigious universities in the world," said Tony Vinciguerra, President & CEO, Fox Networks Group. "Given a loyal and passionate fan base that's powered by millions of alumni across America, it makes sense that the Big Ten is the first conference to take this step nationally, and we're excited to be a part of it."

The Big Ten Network will carry many of the games and events previously available only through syndication, providing greater exposure for these and other Big Ten sports. The sports programming on the Big Ten Network and/or through alternative Big Ten Network platforms will include, but is not limited to:

- 35-plus football games, with each school having at least two games aired (at least one of which will be a conference game);
- At least 105 regular-season men's basketball games;
- At least 55 regular-season women's basketball games;
- Big Ten championships and tournaments;
- 170 Olympic sporting events; and,
- Coverage from the conference's vast library of historic sporting events, including bowl games.

In addition, each school will have the right to provide 60 hours of its own content annually. "We anticipate this will create enormous opportunities for journalism, film and other academic programs and provide the ability to highlight academic achievement throughout the universities," Delany said. "How schools utilize this exciting new opportunity is limited only by their own creativity."

<http://www.bigten.org/genrel/062106aad.html>



The Big Ten Conference Announces Media Agreements Increasing National Coverage of Big Ten Sports - BIG TEN OFFICIAL... Page 3 of 4

The Big Ten Network will launch in August 2007 and will be available for cable operators and satellite distributors nationwide to carry on their basic tiers. Fox will work to secure carriage agreements with all distributors. Fox has already entered into a charter affiliation agreement with DIRECTV, which will carry the Network at launch nationwide on Total Choice, its most broadly distributed package, currently received by more than 15.4 million households.

The Network also plans to exploit emerging technologies to distribute its programming content. "The depth and breadth of the new media environment in which we find ourselves demands the type of accessibility to programming that we have created with the Big Ten Network," Delany said. "Consumers are taking advantage of all types of emerging technologies, and the way they access sports will only continue to change. The Network aims to keep pace with the evolving demands of our fans."

The Big Ten Network represents a 20-year partnership between the Big Ten and Fox. It will be majority-owned by the Big Ten Conference, with Fox holding a minority interest. The Network will establish its studios and headquarters in Chicago. Fox will handle the administration and daily operations of the Network. The Big Ten will establish general guidelines regarding the types of programs and advertising aired on the Big Ten Network to ensure consistency with the Big Ten's brand values. As such, no alcohol or gambling-related advertising will be accepted.

"The Big Ten Network will provide our conference the ability to strengthen both its brand and its long term destiny as one of the leading academic and athletic conferences in the nation," Delany said.

The financial terms of the agreements with ABC/ESPN and Fox were not disclosed.

Big Ten Conference Commissioner James E. Delany, Fox Sports Networks President Bob Thompson, George Bodenheimer, President, ESPN Inc. and ABC Sports, and John Wildhack, Senior Vice President of Programming, ESPN Inc., made the announcement during a conference call today. The conference call will be archived on the Big Ten website at www.bigten.org, along with this press release and additional information.

The Big Ten Conference is an association of 11 world-class universities whose member institutions share a common mission of research, graduate, professional and undergraduate teaching and public service. Founded in 1896, the Big Ten has sustained a comprehensive set of shared practices and policies that enforce the priority of academics in student-athletes' lives and emphasize the values of integrity, fairness and competitiveness. Big Ten universities provide in excess of \$89 million in athletic scholarship aid to more than 8,400 men and women student-athletes who compete for 25 championships, 12 for men and 13 for women. Conference institutions sponsor broad-based athletic programs with more than 270 teams. For more information, visit www.bigten.org.

ESPN, Inc. is the world's leading multinational, multimedia sports entertainment company featuring a portfolio of over 50 multimedia sports assets. The company is comprised of seven domestic television networks (ESPN, ESPN2, ESPN Classic, ESPNEWS, ESPN Deportes, ESPNU, ESPN Today), ESPN and ESPN2 HD simulcast services, ESPN Regional Television, ESPN International (networks, syndication, radio, web sites), ESPN Radio, ESPN.com, *ESPN The Magazine*, ESPN Enterprises, ESPN Zones (sports-themed restaurants), and other growing new businesses including ESPN360 (Broadband), Mobile ESPN, ESPN on Demand, ESPN Interactive and ESPN PPV. Based in Bristol, CT, ESPN is 80 percent owned by ABC, Inc., which is an indirect subsidiary of The Walt Disney Company. The Hearst Corporation holds a 20 percent interest in ESPN.

Fox Cable Networks (FCN), a unit of the Fox Networks Group, a wholly owned division of News Corporation (NYSE: NWS), includes 29 domestic programming services in which News Corporation holds interests. These networks collectively service more than 400 million television homes and represent one of the media industry's largest and most diverse groups of programming operations. FCN networks include FX, FSN and its 15 owned-and-operated regional sports networks: National Geographic Channel; National Geographic Channel HD; SPEED; FUEL TV; Fox College Sports; Fox Soccer Channel; Fox Sports en Español; Fox Movie Channel and Fox Reality. FCN also includes Fox Sports Enterprises, which manages interests in sports franchises and leading statistical information provider STATS, LLC.

Big Ten Athletics News

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EXHIBIT 10

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BIG TEN CONFERENCE

ILLINOIS PSYCHIATRY MICHIGAN STATE MICHIGAN MINNESOTA OHIO STATE PENN STATE WISCONSIN

III. MULTIMEDIA

Big Ten Conference on Television

Over the last few years, the Big Ten has reached a series of milestone agreements to provide the conference with its greatest television exposure ever, including extension with CBS (for basketball), and ABC/ESPN (for football, basketball and volleyball) and the creation of the Big Ten Network, a national network devoted to Big Ten athletic and academic programs. The conference's media agreements will result in the broadcast of more than 500 events nationally and regionally each year, compared to 300 events in the final year of the previous agreements.

2009-2010 Television Schedules:
[Full Big Ten Network Schedule](#)

- 2009-10 Television Schedule (By Sport):**
 - Football
- Big Ten Highlights Online:**
 - [Big Ten Network Highlights, Video](#)
 - [Big Ten Network Highlights, Video \(Archive\)](#)

Big Ten Public Service Announcements:
[Big Ten Conference YouTube Channel](#)
[Big Ten Conference on Facebook](#)

Television Partners:

ABC/ESPN
In June of 2006, the Big Ten signed a new 10-year national rights contract with ABC/ESPN. Big Ten action has been featured on ABC since 1966 and on ESPN since 1979, the network's first year. The new agreement, which began during the 2007-08 season, includes up to 41 televised Big Ten football games - up to 17 on ABC and up to 25 on ESPN or ESPN2. In addition, all regional afternoon football games aired on ABC will be aired by ESPN/ESPN2 in outer-markets, making these games nationally available. For men's basketball, approximately 60 games will air on an ESPN network (ESPN, ESPN2, ESPN3, and ESPN360), including contests on Tuesday and Thursday of the conference season, plus up to eight Saturday games during conference play. For women's basketball and volleyball, a total of 100 events will appear on an ESPN network over the course of the

<http://www.bigten.org/multimedia/big10-television.html>

SEARCH

BIG TEN OFFICIAL ATHLETIC SITE - Multimedia

agreement, including the championship games of the Big Ten Women's Basketball Tournament. Additionally, through ESPN's collection of new media outlets such as ESPN.com, Mobile ESPN, ESPN360, and ESPN VOD, fans will receive live events (including simulcasts), extended video highlights including in-progress games, features and more. Big Ten coverage will also be available on ESPN Classic and throughout the world through ESPN International.

Big Ten Network

In June of 2006, the Big Ten announced the creation of the Big Ten Network, a national network devoted to Big Ten athletic and academic programs. Available to all cable and satellite providers nationwide, with most programs offered in stunning high-definition television (HDTV), the network will allow fans to see their home teams, regardless of where they live.

The programming on the Big Ten Network and alternative-network controlled platforms will include, but is not limited to:

- More than 35 football games each season
- More than 105 regular season men's basketball games
- A nightly studio show including segments from each campus
- Women's sports, including basketball, volleyball, soccer and softball
- More than 170 Olympic sporting events including baseball, soccer, tennis, volleyball, swimming, diving and more
- Classic games and historical footage from ESPN and ABC libraries
- Original campus programming produced by Big Ten member universities showcasing their academic excellence, talented students and award-winning programs
- Weekly coaches shows

Big Ten Network Celebrates Anniversary of Launch

CBS Sports

In December of 2004, the Big Ten announced a multi-year agreement with CBS Sports to extend the network's broadcast rights for conference basketball games through the 2009-10 campaign. The agreement guarantees Big Ten teams 26 appearances per season with the possibility of up to 30 appearances beginning with the 2008-09 campaign. That total includes the semifinals and championship game of the annual Big Ten Men's Basketball Tournament, which have been broadcast by CBS every year since the inaugural event in 1998 and have ranked among the network's highest-rated regular-season games each season. In addition, CBS will have the opportunity to select a wildcard game on each of the final three weekends of Big Ten play. Additional appearances by Big Ten women's basketball teams will also be featured on CBS. CBS has been the national network home for Big Ten men's basketball since the 1991-92 campaign.

CBS College Sports

The Big Ten Conference is in the sixth year of an agreement with the CBS College Sports Network (formerly known as CSTV), which may televise select men's and women's Big Ten Championships in addition to select regular-season contests.



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Big Ten Multimedia

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EXHIBIT 11

WCHA

WESTERN COLLEGIATE HOCKEY ASSOCIATION



MEN'S WCHA

ALASKA ANCHORAGE • COLORADO COLLEGE
DENVER • MICHIGAN TECH
MINNESOTA • MINNESOTA DULUTH
MINNESOTA STATE • NORTH DAKOTA
ST. CLOUD STATE • WISCONSIN

WOMEN'S WCHA

BEMIDJI STATE • MINNESOTA
MINNESOTA DULUTH • MINNESOTA STATE
NORTH DAKOTA • OHIO STATE
ST. CLOUD STATE • WISCONSIN

Appendix iii

WCHA RADIO AND TELEVISION POLICIES

1. General Policies

The radio broadcast and telecast facilities and resources of the Association members shall be utilized to advance the highest standards of intercollegiate athletics and serve the fullest extent and the best interests and needs of the Association schools.

In all broadcasting and telecasting, the highest standards of good taste shall prevail and the reputation of the schools shall be upheld and defended from misuse or misrepresentation in any form.

Schools shall provide the Association office with a complete list of radio and television stations (originating and feed stations), sports announcers, analysts and producers involved in the broadcast or telecast of hockey games.

Two games will be selected from each member institution for national television exposure. The Commissioner will have exclusive priority on one of those games. The selection of games will be based on institutional contractual availability. As current institution contracts expire, the two game Association component needs to be included in future contract agreements.

2. Radio Policies

- a. Each Association school shall assess radio rights charges for both home and away games to their regular station and/or stations.
- b. No rights fee shall be assessed by a host school to a visiting Association school's regular stations (a maximum of two).
- c. Radio broadcasts by visiting school's non-regular stations must be approved by both athletic directors. The host school will determine the fee for those non-regular stations.
- d. Working media credentials shall be granted for use by that station's working personnel only.
- e. Home teams will provide two analog phone lines to the visiting team's regular broadcast station.

3. Television Policies

Definitions:

Exhibition

To transmit, distribute, license, sublicense, telecast, display, exhibit, reproduce, exploit, or otherwise use.

Broadcast

Method of transmitting television signals over-the-air, which are receivable in final usable form by standard, analog or digital television receiving sets, owned by the general public.

Non-Standard Television

Method of distribution other than Broadcast

- a. Cable
- b. Satellite
- c. Internet
- d. Developing technology in the field

4. Internet Broadcasts

Internet broadcasts will be allowed to be telecast live, under the following conditions.

- a. When the system (service) can protect (blackout) the home institutions DMA by Zip Code. If the system cannot provide this service, the broadcast will be allowed only on a delayed basis. (Internet Broadcast not to begin until conclusion of the game.)
- b. If the game is not being telecast, there are no Internet restrictions.

5. Start Time, Intermission, and Time-Out Policies

The following policies are effective for all Association regular season home games.

- a. All games shall start seven (7) or thirty-seven (37) minutes after the designated hour.

Examples:

Game Time: 7:00 pm -- drop puck 7:07 pm
Game Time: 7:30 pm - drop puck 7:37 pm

- b. Between period intermissions will be 15:00 minutes in length. New periods are not to begin until the entire 15:00 minute intermission has concluded.
- c. There will be a total of four, :30 second Official Time-Outs per period. Time-outs May not exceed: 30 seconds and there should be no more than four per period. It is recommended by the Association that the four Official

Time-Outs be taken after the 16:00, 12:00, 8:00, and 4:00 marks of each period. (A PENALTY AT 15:55 EFFECTIVELY CANCELS THE 16:00 TIME OUT IF THE BREAK CANNOT BE TAKEN 5(FIVE) SECONDS EARLY). Time-Outs may not be taken during power plays, and time-outs are discouraged (but not prohibited) during even-strength shorthanded play.

d. When a game is telecast, the producer(s) of the telecast(s) or the producer's Representative will meet with the Official prior to the game to establish the need and mechanism for signaling media Time-Outs. When more than one telecast is involved, the home telecast has the right (which may be waived to the visitors or third party) to initiate the signal for media Time-Outs. All telecasts must have a communications link for Time-Out coordination.

e. When a game is telecast, the minor official in charge of timekeeping will coordinate the time of day to which the scoreboard is set with the producer or director of each telecast at least 90 minutes prior to the start of the game.

WCHA Regulations

1. The Association has priority rights to two home telecasts per member per season. In addition, the Association holds the television and broadband rights to all WCHA first round and final five playoff games.

2. Telecast Rights: Except for the above, member institutions have the rights to telecast all home and away games in their home DMA/or through the normal regional coverage of their designated broadcaster despite any overlap of these areas.

3. Access and Facilities:

- a. Visiting and third party partners will pay an Access Fee of no more than \$600.00 per series.
- b. The receipt of the Access Fee will obligate the home institutions to mediate the needs of home, visiting and third party broadcast partners. The payment of fees to the home institution is unrelated to financial considerations among the broadcast partners relating to sharing of program content. All broadcast partners are encouraged to share camera, audio, replay and program feeds to the extent practical.
- c. The home institution will make available to all telecasts feeds from WCHA cameras installed at the venue. The home institution will further endeavor to make available a data feed from the arena scoreboard for the use of all telecasts.

36-TIME MEN'S NATIONAL CHAMPIONS

1952, 1953, 1955, 1956, 1957, 1958,
1959, 1960, 1961, 1962, 1963, 1964,
1965, 1966, 1968, 1969, 1973, 1974,
1975, 1976, 1977, 1979, 1980, 1981,
1982, 1983, 1987, 1990, 1991, 1997,
2000, 2002, 2003, 2004, 2005, 2006

9-TIME WOMEN'S NATIONAL CHAMPIONS

2000, 2001, 2002, 2003, 2004,
2005, 2006, 2007, 2008



WESTERN COLLEGIATE HOCKEY ASSOCIATION
MSC 8302 • UNIVERSITY OF DENVER • 2211 S. JOSEPHINE STREET
DENVER, CO 80208-8302

EXHIBIT 12

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UW-Madison, Learfield Agree To Contract Extension

MADISON, Wis.

The University of Wisconsin-Madison and Learfield Sports have agreed to a contract extension that will grant Learfield Sports certain marketing and multi-media rights with Badger athletics for the next 12 years.

The contract extension was approved by the Board of Regents of the University of Wisconsin System on Friday.

"We have been very pleased with our relationship with Learfield Sports over the years and we are thrilled that it will continue," UW Director of Athletics Barry Alvarez said.

The previous contract was scheduled to run through June 30, 2009. The extension approved on Friday adds 10 more years to the agreement.

Learfield Sports' Madison-based staff, which operates under the name Badger Sports Properties (BSP), will continue to manage the corporate sponsorship programs in support of UW Athletics and be responsible for the production and distribution of live radio broadcasts of Badgers sports, as well as coaches shows and more.

Under the terms of the contract extension, Learfield Sports will pay the UW Athletic Department a minimum of \$75 million in guaranteed rights payments over the next 12 years.

Among other items included in the extension, Learfield Sports will continue to provide the Athletic Department with a comprehensive package of complimentary radio advertising inventory for use in promoting UW Athletics and will donate \$25,000 each year of the contract to fully endow a scholarship in the UW-Madison School of Journalism and Mass Communication.

"It's exciting to watch our partnership with Wisconsin grow," said Greg Brown, president of Learfield Sports. "We admire the work of Barry and his entire team, and we're honored to collaborate with them for the next 12 years and beyond."

Learfield Sports has partnered with the University of Wisconsin since 1994, producing annually more than 100 radio broadcasts of Badger football, basketball and hockey games on a statewide network. In 2001, Learfield Sports acquired the multimedia rights creating marketing opportunities beyond radio to include television, venue signage, event impact, retail promotions, corporate hospitality, print and uwbadgers.com.

In addition to Wisconsin, Learfield Sports manages multimedia rights for more than 30 collegiate institutions and associations including other Big Ten Conference members Iowa, Indiana, Minnesota, Purdue and Penn State. The company also manages the marketing partnerships for the Black Coaches Association (BCA) and provides exclusive sports programming to more than 1,000 radio stations throughout the country. Additionally, Team Services, LLC, a Learfield Sports company, specializes in venue naming rights, marketing research and sales consultation.

Dallas-based Learfield Sports is an operating unit of Jefferson City, Mo.-based Learfield Communications, Inc., which made its initial foray into the world of sports marketing in 1975 as the radio rights holder for the University of Missouri, a client still today. For more information and a complete listing of Learfield Sports' portfolio, visit www.learfieldsports.com.

4/13/2007

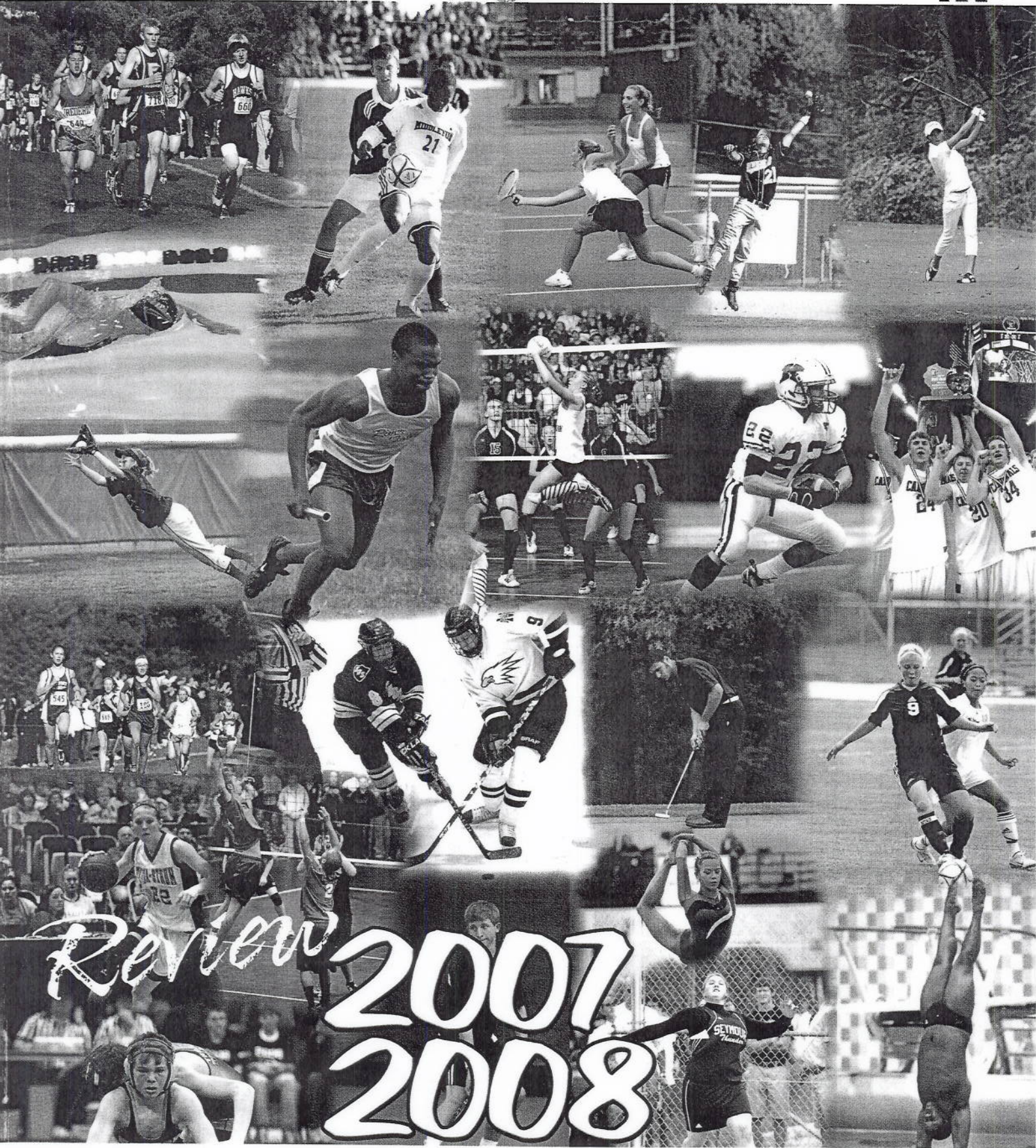
[Return to Previous](#)

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EXHIBIT 13

EXHIBIT 14

85th Annual Yearbook



Review 2007 2008

Wisconsin Interscholastic Athletic Association

Supplemental Appendix 142
Cover Photos by VIP

WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION



ORGANIZED 1896

**85TH ANNUAL WIAA YEARBOOK
(Reviewing the 2007-08 School Year)**

*** * * * ***

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*** * * * ***

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WIAA General Account

**Liabilities And Net Assets
July 31, 2008**

LIABILITIES AND NET ASSETS

	2008	2007
CURRENT LIABILITIES		
Accounts payable.....	\$ 55,812	\$ 110,646
Deferred revenue.....	539,945	533,037
Current portion of post-retirement benefits payable	<u>17,927</u>	<u>25,948</u>
Total current liabilities	613,684	669,631
POST-RETIREMENT BENEFITS PAYABLE.....	<u>279,613</u>	<u>254,082</u>
TOTAL LIABILITIES	893,297	923,713
NET ASSETS.....	<u>3,016,068</u>	<u>3,096,492</u>
TOTAL LIABILITIES AND NET ASSETS.....	<u>\$ 3,909,365</u>	<u>\$ 4,020,205</u>

STATEMENT OF ACTIVITIES

Changes in unrestricted net assets:		
Operating revenues		
Membership dues.....	\$ 405,785	\$ 402,080
Tournaments	6,202,963	5,922,052
Registration of officials	336,261	340,162
Miscellaneous	<u>232,106</u>	<u>138,130</u>
Total operating revenues	7,177,115	6,802,424
Operating expenses		
Tournaments.....	4,346,253	4,157,095
Administrative & general	2,490,268	2,439,571
Rule books	189,637	179,571
Committees & rule helpers	38,392	46,243
Clinics & conferences.....	22,237	2,903
Audio visual.....	350	7,176
Depreciation of property & equipment.....	71,446	74,706
Publications printing	<u>53,311</u>	<u>58,631</u>
Total operating expenses	<u>7,211,894</u>	<u>6,965,896</u>
Increase (decrease) in unrestricted net assets from operations.....	(34,779)	(163,472)
Other revenues		
Investment gain - net of related expenses	(47,764)	134,870
Miscellaneous	<u>2,119</u>	<u>1,222</u>
Total other revenues	<u>(45,645)</u>	<u>136,092</u>
Increase (decrease) in unrestricted net assets before effect of adoption of FASB Statement No. 158	(80,424)	(27,380)
Effective of adoption of recognition provision of FASB Statement No. 158	—	62,017
INCREASE IN UNRESTRICTED NET ASSETS	(80,424)	34,637
Unrestricted net assets at beginning of year	<u>3,096,492</u>	<u>3,061,855</u>
Unrestricted net assets at end of year	<u>\$ 3,016,068</u>	<u>\$ 3,096,492</u>

STATEMENT OF CASH FLOWS

	2008	2007
Cash flows from operating activities		
Increase in unrestricted net assets for the year.....	\$ (80,424)	\$ 34,637
Adjustments to reconcile the increase in unrestricted net assets to net cash provided by operating activities		
Depreciation of property & equipment.....	71,446	74,705
Gain on sale of property and equipment.....	(3,000)	-
Net appreciation in market value of marketable securities.....	111,018	(73,238)
Post-retirement benefits expense, net of payments.....	17,510	(48,150)
Changes in operating assets & liabilities:		
Accounts receivable.....	(8,930)	(13,742)
Prepaid expenses.....	(10,171)	4,721
Accounts payable.....	(54,834)	14,133
Deferred revenue.....	<u>6,908</u>	<u>33,812</u>
Net cash provided by operating activities.....	49,523	26,878
Cash flows from investing activities		
Purchase of investments.....	(34,444)	(275,739)
Proceeds from sale of investments.....	-	241,601
Proceeds from sale of property and equipment.....	3,000	-
Purchase of property & equipment.....	<u>(29,095)</u>	<u>(16,727)</u>
Net cash used in investing activities.....	(60,539)	(50,865)
Cash flows from financing activities.....	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS.....	(11,016)	(23,987)
Cash & cash equivalents at beginning of year.....	<u>1,523,211</u>	<u>1,547,198</u>
Cash & cash equivalents at end of year.....	<u>\$ 1,512,195</u>	<u>\$ 1,523,211</u>

TOURNAMENT REVENUE, EXPENSE AND EXCESS (DEFICIT)

	<u>2008</u>			<u>2007</u>		
	<u>Revenue</u>	<u>Expense</u>	<u>Excess (deficit)</u>	<u>Revenue</u>	<u>Expense</u>	<u>Excess (deficit)</u>
Basketball.....	\$2,785,650	\$1,237,832	\$1,547,818	\$2,674,118	\$1,176,404	\$1,497,714
Wrestling.....	800,356	477,086	323,270	814,029	447,460	366,569
Football.....	988,884	549,331	439,553	901,098	531,476	369,622
Hockey.....	289,079	223,457	65,622	249,030	216,693	32,337
Baseball.....	83,715	193,472	(109,757)	96,551	180,732	(84,181)
Volleyball.....	536,133	410,531	125,602	514,083	401,276	112,807
Track.....	122,679	318,788	(196,109)	125,240	307,883	(182,643)
Swimming.....	70,953	116,448	(45,495)	69,595	113,977	(44,382)
Tennis.....	51,430	107,664	(56,234)	52,634	107,001	(54,367)
Gymnastics.....	23,544	54,697	(31,153)	20,293	51,824	(31,531)
Cross Country.....	58,078	136,424	(78,346)	56,934	132,535	(75,601)
Softball.....	48,233	169,548	(121,315)	47,446	157,827	(110,381)
Golf.....	-	51,755	(51,755)	-	48,336	(48,336)
Soccer.....	<u>344,229</u>	<u>299,220</u>	<u>45,009</u>	<u>301,001</u>	<u>283,671</u>	<u>17,330</u>
Total.....	<u>\$6,202,963</u>	<u>\$4,346,253</u>	<u>\$1,856,710</u>	<u>\$5,992,052</u>	<u>\$4,157,095</u>	<u>\$1,764,957</u>

Subsidized Sports



	Revenue	Expenses	Subsidy
Baseball			
Spring.....	\$ 69,149	\$ 156,697	\$ 87,548
Summer.....	14,565	36,774	22,209
Cross Country	56,528	136,423	79,895
Golf			
Boys	- - -	33,162	33,162
Girls	- - -	18,591	18,591
Gymnastics.....	23,543	54,696	31,152
Softball	48,233	169,548	121,314
Swimming & Diving			
Boys	32,319	57,062	24,743
Girls	38,633	59,575	20,941
Tennis			
Boys Team & Individual	26,137	54,907	28,770
Girls Team & Individual.....	25,292	53,492	28,200
Track & Field.....	<u>122,429</u>	<u>318,788</u>	<u>196,359</u>
Totals.....	\$456,828	\$1,149,715	\$692,884

Non-Subsidized Sports



	Revenue	Expenses	Balance
Basketball			
Boys	\$1,737,486	\$ 713,951	\$1,023,535
Girls	1,048,188	522,692	525,495
Football	990,158	549,291	440,867
Hockey			
Boys & Girls.....	289,079	223,457	65,621
Soccer			
Boys	191,512	151,858	39,653
Girls	152,716	147,361	5,355
Volleyball			
Boys	53,127	44,887	8,239
Girls	483,006	365,643	117,362
Wrestling Team & Individual	<u>800,659</u>	<u>477,053</u>	<u>323,605</u>
Totals.....	\$5,745,931	\$3,196,193	\$2,549,732

Figures reflect receipts & expenditures reported for regional, sectional & state tournaments.

Subsidy Figures Since 1958-59



1958-1959	\$ 20.7M	1971-1972	\$ 88.0M	1984-1985	\$274.0M	1997-1998	\$413.3M
1959-1960	28.3	1972-1973	101.3	1985-1986	300.4	1998-1999	466.7
1960-1961	39.8	1973-1974	67.1	1986-1987	299.1	1999-2000	484.9
1961-1962	47.6	1974-1975	112.1	1987-1988	314.5	2000-2001	589.3
1962-1963	50.6	1975-1976	152.1	1988-1989	307.5	2001-2002	568.2
1963-1964	52.5	1976-1977	162.4	1989-1990	325.9	2002-2003	563.4
1964-1965	58.8	1977-1978	170.8	1990-1991	312.9	2003-2004	609.9
1965-1966	64.1	1978-1979	179.2	1991-1992	310.0	2004-2005	619.9
1966-1967	68.0	1979-1980	191.4	1992-1993	320.7	2005-2006	602.2
1967-1968	65.3	1980-1981	212.8	1993-1994	336.7	2006-2007	639.2
1968-1969	69.8	1981-1982	232.6	1994-1995	391.5	2007-2008	692.8
1969-1970	78.8	1982-1983	263.7	1995-1996	400.5		
1970-1971	80.3	1983-1984	265.5	1996-1997	388.7		

EXHIBIT 15

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WIAA

002/002

Fox Sports Net North, LLC

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Customer Service: 310-309-5550
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OCT 6 - 2008

Football TV

Wisconsin Interscholastic Athletic Association

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 Email dsankey@wiaawi.org

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 Wausau, WI 54401

Date: April 17, 2008

DESCRIPTION	EACH	TOTAL
Television Broadcast Rights & Fees		
2008 <u>Boys & Girls Hockey</u> , <u>Girls Basketball</u> , <u>Boys Basketball</u>		75,000.00
5,000 30,000 40,000		
<p><i>4.25.08 DC - Pymt rec'd How should we break it down?</i></p>		
Total Order		75,000.00
Credits		
Balance Due		75,000.00
<i>Pd 4.25.08 ck 15756</i>		<i>APR 28 2008</i>

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4337

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\$ 60,000 -

JUL 31 2009

EXHIBIT 16

WIAA State Tournaments - Events/Distribution		Annual Cycle		Fall		Events		FS Wisconsin		Fox College Sports		WIAA TV Live Stream		WIAA TV Archive Stream		DVD		
Tournament	Location	Events	FS Wisconsin	Fox College Sports	WIAA TV Live Stream	WIAA TV Archive Stream	DVD											
GOLF - GIRLS	UW-Ridge CC - Madison	Tournament Highlight Show	1	1	-	1	1											
TENNIS (INDIVIDUAL) - GIRLS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1											
TENNIS (TEAM) - GIRLS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1											
CROSS COUNTRY - BOYS & GIRLS	Ridges CC - Wisconsin Rapids	Tournament Highlight Show	1	1	-	1	1											
SOCCER - BOYS	Uphelm Soccer Park - Milwaukee	Division 1 Quarterfinals	-	-	-	4	4											
		Division 1 Semifinals	-	-	-	2	2											
		Division 1 Finals	1	1	-	1	1	1										
		Division 2 Semifinals	-	-	-	2	2											
		Division 2 Finals	1	1	-	1	1											
		Division 3 Semifinals	-	-	-	2	2											
		Division 3 Finals	1	1	-	1	1											
SWIMMING & DIVING - GIRLS	UW-Natalieburnum - Madison	Division 1 Swim/Dive Final	1	1	-	1	1											
		Division 1 Dive Prelims/Semis	-	-	-	-	-	-										
		Division 2 Swim/Dive Final	1	1	-	1	1	1										
		Division 2 Dive Prelims/Semis	-	-	-	-	-	-										
VOLLEYBALL - GIRLS	Resch Center - Green Bay	Division 1 Quarterfinals	-	-	-	4	4											
		Division 1 Semifinals	1	1	-	2	2	2										
		Division 1 Finals	1	1	-	1	1	1	1									
		Division 2 Semifinals	-	-	-	2	2	2										
		Division 2 Finals	1	1	-	1	1	1	1									
		Division 3 Semifinals	-	-	-	2	2	2										
		Division 3 Finals	1	1	-	1	1	1	1									
		Division 4 Semifinals	1	1	-	2	2	2	2									
VOLLEYBALL - BOYS	Wisconsin Lutheran College - Milwaukee	Quarterfinals	-	-	-	4	4											
		Semifinals	-	-	-	2	2	2										
		Finals	1	1	-	1	1											
*FOOTBALL	Camp Randall - Madison	Divisional Finals	7	7	-	7	7											
		Tournament Highlight Show(s)	7	7	-	7	7											
Fall Titles Sub-Total			28	28	28	28	58	58	58	58	58	58	58	58	58	58	58	

Winter	Tournament	Location	Events	FS Wisconsin	Fox College Sports	WIAA-TV Live Stream	WIAA-TV Archive Stream	DVD
	*SWIMMING & DIVING - BOYS	UW Natatorium - Madison	Division 1 Swim/Dive Final Division 1 Dive Prelims/Semis Division 2 Swim/Dive Final Division 2 Dive Prelims/Semis	1 - 1 -	1 1 - -	- - - -	1 1 1 1	1 1 1 1
	*WRESTLING (INDIVIDUAL)	The Kohl Center - Madison	Division 1 Finals Division 2 Finals Division 3 Finals All Divisions - Non-Final Sessions	1 1 1 -	1 1 1 -	- - - 4	1 1 1 -	1 1 1 -
	*WRESTLING (TEAM)	UW Field House - Madison	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals	- - 1 - 1 - 1	- - 1 1 1 1 1	4 2 - 2 - 2 -	4 2 1 2 1 2 1	4 2 1 2 1 2 1
	*HOCKEY - BOYS	Alliant Energy Center - Madison	Quarterfinals Semifinals Finals	4 2 1	4 2 1	- - -	4 2 1	4 2 1
	*HOCKEY - GIRLS	Alliant Energy Center - Madison	Semifinals Finals	2 1	2 1	- -	2 1	2 1
	*GYMNASTICS	Lincoln High School - Wisconsin Rapids	Tournament Highlight Show	1	1	-	1	1
	*BASKETBALL - GIRLS	Alliant Energy Center - Madison	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- - 1 - 1 - 1 - 1	- - 1 - 1 - 1 - 1	- - - - - - - -	4 2 1 2 1 2 1 2 1	4 2 1 2 1 2 1 2 1
	*BASKETBALL - BOYS		Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- - 1 - 1 - 1 - 1	- - 1 - 1 - 1 - 1	- - - - - - - -	4 2 1 2 1 2 1 2 1	4 2 1 2 1 2 1 2 1
			Winter Titles Sub-Total	27	27	14	63	63

Spring/Summer Tournament	Location	Events	FS Wisconsin	Fox College Sports	WIAA-TV Live Stream	WIAA-TV Archive Stream	DVD
TENNIS (INDIVIDUAL) - BOYS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1
TRACK & FIELD - BOYS & GIRLS	Veterans Memorial Stadium - UW-La Crosse	Division 1 Girls Track and Field Division 2 Girls Track and Field Division 3 Girls Track and Field Division 1 Boys Track and Field Division 2 Boys Track and Field Division 3 Boys Track and Field	1 1 1 1 1 1	1 1 1 1 1 1	- - - - - -	1 1 1 1 1 1	1 1 1 1 1 1
GOLF - BOYS	University Ridge - Madison	Tournament Highlight Show	1	1	-	1	1
TENNIS (TEAM) - BOYS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1
SOCCER - GIRLS	Uitelin Soccer Park - Milwaukee	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals	- - - 1 1 1 1	- - - 1 1 1 1	4 2 - 2 2 2 2	4 2 1 2 2 2 2	4 4 2 2 2 2 2
SOFTBALL	Goodman Diamond - Madison	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- 1 1 1 1 1 1 1 1	- 1 1 1 1 1 1 1 1	4 2 - 2 2 2 2 2 2	4 2 1 2 2 2 2 2 2	4 2 1 2 2 2 2 2 2
BASEBALL (SPRING)	Fox Cities Stadium - Grand Chute	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- 1 1 1 1 1 1 1 1	- 1 1 1 1 1 1 1 1	4 2 - 2 2 2 2 2 2	4 2 1 2 2 2 2 2 2	4 2 1 2 2 2 2 2 2
BASEBALL (SUMMER)	Baykott Park - Stevens Point	Quarterfinals Semifinals Finals	- - 1	- - 1	4 2 -	4 2 1	4 2 1
Spring/Summer Titles Sub-Total			21	21	40	61	61
Total Annual Titles			76	76	82	182	182

* Reflects re-transmission of FS WI and ONT produced events.

EXHIBIT 17

InsideBADGERSPORTS.com is the All-Access portal for the University of Wisconsin Athletics program. We are excited to offer this new media player which will provide fans an upgrade in sports listening and viewing for Badger Athletics.

For one season pass costing \$79.95, or a monthly pass of \$9.95, fans can sign-in to see exclusive video content as well as listen online to their favorite Badger team. Live audio streams will include all home and away football, men's basketball, women's basketball, and men's hockey games, and all the coaches' radio shows with Bret Bielema, Bo Ryan, and Mike Eaves.

The season or monthly pass will also include live video streamed events (as available) and all post game news conferences for football and men's basketball as well as football signing day. The Silverlight player features the latest technology for live and on-demand viewing.

There are also a number of free features available through insideBADGERSPORTS.com including archives of streamed games and regular Monday news conferences featuring coaches in all UW sports.

EXCLUSIVE CONTENT

- LIVE audio streaming of all football, men's basketball, women's basketball, and men's hockey and coaches shows for football, basketball, men's hockey
- LIVE video streaming of available, women's basketball, volleyball, wrestling, women's hockey and men's hockey games
- Post-game news conferences for home football and men's basketball games
- Behind the scenes access
- Special Football Signing Day coverage

Other Content

- Weekly press conferences (live and archived)
- Volleyball audio streams (away games only)
- Game highlights and features
- Football daily practice reports (spring camp and preseason)
- Access to hundreds of archived video broadcasts
- Interviews with coaches and players
- Tours of facilities
- Training tips by coaches

EXHIBIT 18

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.,

Plaintiffs,

Case No. 09-CV-155

v.

GANNETT CO., INC. and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

COPY

Defendants.

**GANNETT CO., INC.'S RESPONSES TO PLAINTIFF
WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION'S FIRST SET OF INTERROGATORIES**

TO: John S. Skilton
Perkins Coie, LLP
1 East Main Street
Suite 201
Madison, WI 53703

Gerald O'Brien
Anderson, O'Brien, Bertz, Skerene & Golla
1257 Main Street
P.O. Box 228
Stevens Point, WI 54481-0228

Jennifer S. Walther
Mawicke & Goisman S.C.
1509 North Prospect Avenue
Milwaukee, WI 53202

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendant Gannett Co., Inc. ("Gannett") by its attorneys Godfrey & Kahn, S.C., hereby responds to Plaintiff Wisconsin Interscholastic Athletic Association's First Set of Interrogatories to Defendant Gannett Co. as follows:

WNA members have been harmed by being invoiced for providing blogging coverage of football tournament events, with the implicit threat that failure to pay might jeopardize their ability to attend and report on future WIAA-Sponsored Events.

Interrogatory No. 6: Identify the complete circumstances surrounding any instances Defendants are aware of in which the WIAA has denied You or any other member of the media entry to WIAA-sponsored events, entry to designated media facilities at WIAA-sponsored events, or media credentials that would permit entry to WIAA-Sponsored Events, including without limitation identification of all individuals with knowledge of the alleged denial, all documents or other evidence related thereto, and the specific way in which WIAA denied such entry.

RESPONSE TO INTERROGATORY NO. 6: Gannett is not aware of any instance in which WIAA has denied Defendants or other members of the news media entry to a WIAA-Sponsored Event, entry to designated media facilities of WIAA-Sponsored Events, or media credentials permitting entry to a WIAA-Sponsored Event.

Gannett alleges, however, that WIAA uses exclusive rights contracts to unlawfully discriminate against and among news organizations with respect to the content of and their preferred methods for reporting on WIAA-Sponsored Events. *See also* Responses to Interrogatory Nos. 1, 2 and 4.

Interrogatory No. 7: Describe in detail the structure and organization of Gannett, including without limitation the structure of directorship, or other leadership institutions or decision-making bodies, the relationship between that leadership and the rest of the organization, the relationship between Gannett and any parents, subsidiaries and affiliates, and all newspapers

or other media organizations in Wisconsin that are owned by, affiliated with, or subsidiaries of Gannett.

RESPONSE TO INTERROGATORY NO. 7: Information about Gannett's organization can be found in its Annual Report which is available online at <http://www.gannett.com> in the "Investors Relations" section.

Interrogatory No. 8: Identify the complete circumstances surrounding any instances Defendants are aware of in which the WIAA has denied or restricted You or any other member of the media from publishing in any form, whether via the Internet or print, any written account of any WIAA-Sponsored Event, including without limitation identification of all individuals with knowledge of the alleged denial or restriction and all documents or other evidence related thereto.

RESPONSE TO INTERROGATORY NO. 8: Gannett is not aware of any instances of pre-publication censorship by WIAA of written accounts of WIAA-Sponsored Events. WIAA has, however, unlawfully invoiced WNA members for their Internet reporting on WIAA-Sponsored Events (*see* Response to Interrogatory Nos. 1 and 2 above) and has asserted in its initial pleading in this action "that it has ownership rights in any...writing, drawing or other depiction or description of any...athletic event that it sponsors...." Similarly, WIAA asserts in the Media Guide that "Any account/transmitting of real-time video, audio, digital images *or data* is prohibited on-site or off-site without consent of WIAA." In the Media Guide, WIAA also asserts the right to permit or deny permission to post web logs based on WIAA's own determination of whether the content consists of "continuous play-by-play accounts of game or event action."

As to Responses:

Dated: 10/2, 2009.

GANNETT CO., INC.

By: *Barbara J. Callow*
Vice President
Gannett Co., Inc.

Subscribed, sworn to and acknowledged before me this 2nd day of Oct., 2009.

Barbara J. Callow
Notary Public, State of Wisconsin VIRGINIA
My Commission expires: 09/30/2011



As to Objections:

Dated: Oct. 5, 2009.



Robert J. Dreps
Monica Santa Maria

GODFREY & KAHN, S.C.
One East Main Street, Suite 500
Post Office Box 2719
Madison, WI 53701-2719
Phone: 608-257-3911
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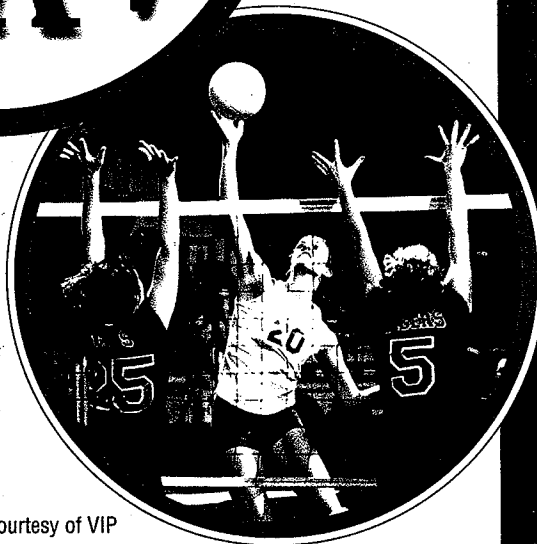
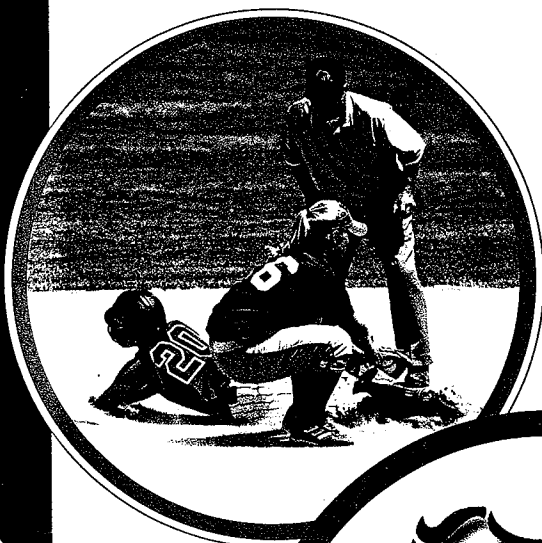
*Attorneys for Defendants, Gannett Co., Inc. and
Wisconsin Newspaper Association, Inc.*

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EXHIBIT 20

Wisconsin
Interscholastic Athletic Association

2008-09



All photos courtesy of VIP

Senior High School

Handbook

- b. One-third of the enrollment of Grades 10-12, if there is more than one school with Grades 10-12 students in the district.
- 2) The Board of Control shall have authority to adjust enrollment figures in unusual situations (such as consolidation, formation of new school, gain or loss of district, etc.), provided such information is made known before September 15 of each year.
- 3) The enrollment of schools consisting of students of only one sex shall be doubled to determine its classification.

Section 4 – Dues

- A. Member schools shall pay annual dues to the Association in conjunction with filing membership renewal application forms at the beginning of each school year.
 - 1) Dues shall be payable by October 15 each year.
 - 2) The amount of dues for senior and middle level members shall be based on the size of schools in three classifications (large, medium, and small) and determined annually by the Board of Control.

The senior high dues for the current year are: \$100 for Large schools, \$75 for Medium schools, and \$50 for Small schools PLUS for all schools \$50 for each boys and girls sport sponsored interscholastically, including each team in a cooperative team. Middle level dues are \$50.

Section 5 – Expulsion

- A. A member school may be expelled from this Association by a majority vote at the Annual Meeting provided that:
 - 1) Reasons for expulsion are presented, in writing, by the Board of Control at such Annual Meeting.
 - 2) Charges in connection with expulsion are presented by the Executive Director to the administrator or principal of the school involved at least ten days before the date of such Annual Meeting.

Section 6 – Voluntary Resignation

- A. A school that voluntarily terminates membership in the Association shall be denied readmission for a period of four (4) school years.

Article IV – Annual Meetings

Section 1 – Location

- A. The Board of Control shall designate a time and place for a High School Annual Meeting and a Junior High/Middle Level Annual Meeting for the purpose of conducting the business of this Association.

Section 2 – Notice

- A. Written notice of the Annual Meeting shall be provided appropriate level member schools at least 30 days prior to the date of the Annual Meeting.

Section 3 – Vote

- A. Each appropriate level member school shall be entitled to one vote at the Annual Meeting, and this vote must be cast by the administrator, principal, or another person designated by the local Board of Education or recognized governing body.

Section 4 – Emergency

- A. The Board of Control may call a special meeting of the membership for emergency reasons, but not earlier than 30 days from the first notice of such a meeting.

Article V – Board of Control Organization

Section 1 – Membership

- A. Executive and administrative powers of this Association shall be vested in a committee of eleven members, to be known as the Board of Control.
 - 1) Ten of the members shall be administrators, assistant administrators, high school principals, or assistant high school principals. Seven of the ten members shall each represent one of the districts comprised of the high schools listed hereafter. One of the ten members shall be an at-large representative of whichever gender has fewer memberships at the election announcement date for this position. One of the ten members shall be an at-large representative of ethnic minority origin as defined in the following note:

Note: A person having origins in black racial groups of Africa; Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race; Asian; Pacific Islander; American Indian; or Alaskan Native.

One of ten members shall be an at-large eligible administrator of a member nonpublic school.

Note: Candidates must have (1) Department of Public Instruction licensure allowing placement in the eligible set, (2) must be employed in a qualifying position and (3) cannot be members of the teachers' bargaining unit.

- 2) One member shall represent the Wisconsin Association of School Boards, and that organization shall determine the procedure of selecting its representative.

E. The duties of the treasurer:

- 1) Maintain a complete record of Association finances, including investments.
- 2) Approve by signature all disbursements of the Association.
- 3) Authorize investments of Association funds, only in such properties and securities approved by the statutes of the state of Wisconsin, for investments by domestic life insurance companies.

Article VI – Powers and Duties of the Board of Control

Section 1 – Executive Director

- A. The Board of Control shall employ an Executive Director (not a member of the Board) and may authorize that person to make decisions as necessary for the proper operation of Association business. The Board may provide office facilities for conducting Association business, and approve assistants to the director and other employees necessary for the administrative work of the Association.

Section 2 – Authority

- A. The Board of Control shall have general control over all activity and persons involved with the official school teams in any sport sponsored by this Association.
- 1) The Board shall have sole authority to interpret the provisions of the CONSTITUTION, BYLAWS, and RULES OF ELIGIBILITY, and any other regulations which are adopted.
 - 2) The Board shall have the authority to make changes, whenever necessary, in rules and regulations of this Association, except the CONSTITUTION, BYLAWS, and RULES OF ELIGIBILITY.
 - 3) The Board shall hear all appeals of decisions by the Executive Director, within provisions of the WIAA appeal process, and have authority to grant relief in case of emergency or if extenuating circumstances are involved.

Section 3 – Penalties

- A. Any of the following penalties may be imposed upon member schools, which violate Association rules and regulations, if such action is regarded as necessary for maintenance of discipline:
- 1) Suspension of membership for not more than one year.
 - 2) Probation for not more than one year.
 - 3) Denial of participation in Association tournament program.
 - 4) Denial of any area of Association services and benefits.
 - 5) Monetary fine equal to Association expense incurred in any investigation and actual reimbursement of costs resulting from the violation.
 - 6) Forfeiture (team sports) of contests won by school or (individual sports) of points/places won by individuals.
 - 7) Loss of conference affiliation.

Note: All parties concerned may be convened after 48 hours of notice to consider charges filed against a member school.

Section 4 – Benefit Plan

- A. The Board of Control may operate a Benefit Plan for the purpose of assisting in the payment of costs incurred for treatment of injuries sustained in interscholastic athletics, normal school attendance, and other school-sponsored activities.

Section 5 – Middle Level

- A. The Board of Control shall establish modified rules and regulations, where necessary, for the middle level school interscholastic athletic program with the assistance of a Middle Level Council.

Section 6 – Co-ed Competition

- A. The Board of Control shall prohibit all types of interscholastic activity involving boys and girls competing with or against each other, except (a) as prescribed by state and federal law and (b) as determined by Board of Control interpretations of such law.

Section 7 – Incorporation

- A. The Board of Control may take steps, if it deems it necessary, to incorporate this Association.

Section 8 – Pension Fund

- A. The Board of Control shall maintain a pension fund for its employees.

Section 9 – Game Officials

- A. The Board of Control shall license game officials for interscholastic competition, and have the authority to determine qualification for membership, procedure for advancement, and conditions for revocation, suspension, or probation of license.

Section 10 – Conference Alignment

- A. The Board of Control has the authority to take action to bring about a reasonable conference affiliation and relationship for member high schools.

Note: It is not the intent to make wholesale changes in existing conference lines. It should be understood, however, that there could be shake-ups in areas where conference affiliation problems are particularly acute, and it may not be realistic to find a solution for every member school.

- B. For inclusion in a conference, any member high school, either through co-op application or by singular sponsorship, must offer one sport for boys and one sport for girls in the fall, winter, and spring. Schools that are not coeducational must adhere to a similar single-gender requirement.

Section 11 – Cooperative Teams

- A. The Board of Control has authority to approve cooperative team sponsorship (one team in a given sport involving two or more member schools) under the following conditions:

- 1) The schools involved must be in the same geographical area.
- 2) The agreement for a cooperative team must specify two school years, but that agreement may be terminated by the Board of Control for documented extenuating circumstances.
- 3) Applications for initial approval, or renewal of approval of a cooperative team, must include a completed and signed Cooperative Team Request Form, reflecting:
 - a. Approval of involved schools.
 - b. Approval of involved Board(s) of Education or Governing Bodies.
 - c. Approval of conference in which the cooperative team will participate.
 - d. The program will adhere to a no-out policy.

- 4) Total enrollment of schools involved in cooperative team will determine classification of competition in WIAA tournament series.

- 5) Requests, for approval or dissolution, must meet the following deadline dates to be considered for the subsequent school year:

Fall Sports – February 1	Winter Sports – April 1	Spring Sports – June 1 and Summer Baseball
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Section 12 – Dissolution

- A. Upon dissolution or final liquidation of the Association, the assets of the Association remaining after payment of its obligations shall have been made or provided for shall be transferred exclusively for the purposes of the Association in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any later or future United States Internal Revenue Law), as the Board of Control shall determine.

Article VII – Advisory Council Organization

Section 1 – Membership

- A. A committee of 18 members to be known as the Advisory Council shall be established to represent member schools as follows:
 - 1) Five members to represent the large size schools.
 - 2) Five members to represent the middle size schools.
 - 3) Five members to represent the small size schools.

Bylaws

For the convenience of readers, new rules and rules clarifications in the Constitution, Bylaws, and Rules of Eligibility have been highlighted (shaded areas).

Article I – Sports Program

Section 1 – The Recognized Sports of this Association shall be:

- A. Baseball, basketball, cross country, football, golf, hockey, soccer, swimming & diving, tennis, track & field, volleyball, and wrestling for boys, and basketball, cross country, golf, gymnastics, hockey, soccer, softball, swimming & diving, tennis, track & field, and volleyball for girls.

Section 2 – Requirements

- A. All requirements for WIAA recognized sports as contained in Association Bylaws, Rules of Eligibility and Season Regulations shall be adopted for member school sponsored programs.

Section 3 – Adding or Eliminating

- A. The Board of Control shall have authority to add or eliminate a sport.

Section 4 – Exceptions

- A. Until a sport has reasonable participation on the part of member schools, the Board of Control shall have authority to make exceptions to rules as necessary for the satisfactory sponsorship of such a sport.

Section 5 – WIAA Tournament Entry

- A. A member school must have an officially-adopted program in a sport in order to enter a team and/or individuals in the WIAA tournament series of that sport.
- B. Requests to add a team into WIAA tournament competition must be received in the WIAA office by the following deadline dates to be included in the subsequent year's tournament program:
Fall Sports – February 1 Winter Sports – April 1 Spring Sports – June 1
and Summer Baseball

Section 6 – Non-WIAA Sports

- A. Schools may conduct interscholastic competition in sports other than those herein listed (except boxing which is prohibited), but rules and regulations of the Association do not apply to competition in such other sports.

Policy on Sport Recognition and WIAA Tournament Sponsorship

1. The Board of Control may consider adding a new sport to the list of recognized and regulated activities at such a time as 25 schools (5%) of the membership are participating in that sport at the same time of the year and indicate an interest in WIAA involvement.
2. A WIAA-sponsored tournament series leading to state team and, where applicable, individual champions will be provided at such a time as at least 51 schools (10%) of the total membership are participating in that sport at the same time of the year and indicate an interest in such a tournament series.
3. Sports which at any time do not qualify under the 10% and 5% standards are reviewed annually by the Board of Control for purposes of determining future tournament and, where applicable, recognition status.
4. If two or more schools have the same enrollment and that enrollment is the dividing point of a division, enrollment of the previous year(s) will be used. In football, enrollment as of the third week in September of the current year will be used to break the tie.
5. A school does not have the prerogative of competing in a higher classification than its enrollment, but the Board of Control may grant an exception for schools belonging to the same school district and competing in the same conference.

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.**

Plaintiffs,

Case No. 09-cv-0155

v.

**GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,**

Defendants.

AFFIDAVIT OF DOUGLAS E. CHICKERING

I, Douglas E. Chickering, hereby declare,

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto.
2. I am the former Executive Director for the Wisconsin Interscholastic Athletic Association (“WIAA”). I was the Executive Director from January 1, 1986 to July 31, 2009, which includes the period during the events giving rise to this litigation. As Executive Director, I was responsible for the overall operations of the WIAA. I reported to the Board of Control of the WIAA, and was authorized by the Board of Control to make decisions as necessary for the proper operation of WIAA business. Among my responsibilities was responsibility for the budget, revenue and expenditures of the WIAA, and I was authorized to enter into contracts for the benefit of the WIAA and its members.
3. The WIAA is a private, voluntary, unincorporated and non-profit association that has been in operation since 1896. The WIAA is a member-based organization comprised of 506 participating public and private high schools and 117 Junior High/Middle Level school members.

The WIAA is membership directed. The members develop the rules that govern the association, and, at an Annual Meeting each April, the membership approves any changes to the Constitution, Bylaws, and Rules of Eligibility.

4. The WIAA seeks to develop, direct and control an interscholastic athletic program to promote the ideals of its membership and opportunities for participation by its members. These opportunities include member participation in post-season WIAA-sponsored, controlled, and funded sports tournaments.

5. An overwhelming majority of the WIAA's budget is derived from revenues generated by the State Tournament Series, which WIAA organizes, sponsors, and administers. Those tournament revenues come primarily from ticket sales. I was responsible for the WIAA's 2007-2008 budget, and in that year the tournaments brought in \$6,202,963, which was 86% of the WIAA's total operating revenue of \$7,177,115. The remaining 2007-2008 WIAA revenue comes from: membership dues, which amount to .5% of revenue; sports fees, which amount to 5.5% of revenue; officials dues, which amount to 5% of revenue; and miscellaneous revenue such as subscriptions and rule book orders, which amount to 3% of revenue. Attached hereto and incorporated herein by reference as Exhibit A is the WIAA's 2007-2008 budget.

6. All of WIAA's revenue is used to support its programs and the administration thereof, including paying for the expenses of operating the tournaments in all WIAA recognized sports.

7. Some of the WIAA recognized sports generate a profit, and others generate a loss for the WIAA. The profits from one sport are used to offset deficits in other sports.

8. In 2008, the WIAA subsidized the following sports (meaning expenses for a sport exceeded revenues for that sport, so WIAA revenues from other sports covered the deficit): Baseball, Cross County, Golf, Gymnastics, Softball, Swimming and Diving, Tennis, and Track

& Field. Throughout the years, it has usually been the same sports that are not revenue producers that require subsidization. The WIAA member schools desire their students to be able to play sports and have the same exposure for the sports even where a commercial market would not otherwise support such exposure. Thus, the WIAA provides those opportunities for its members' students through the revenue that comes from the commercially viable sports.

9. The WIAA has had long experience with exclusive contracts. Fox Sport Network Wisconsin ("Fox") has had the exclusive contract to transmit the seven state football finals since 2001. The WIAA receives \$20,000 annually from Fox for that exclusive contract. Attached hereto and incorporated herein by reference as Exhibit B is the Fox contract.

10. The WIAA has had an exclusive video transmission contract for boys basketball games with Quincy Newspapers, Inc. ("QNI") since 1968. In the 1980s, the QNI contract expanded to include rights to exclusively broadcast WIAA's Boys and Girls Basketball Tournaments and Hockey Finals. QNI owns and operates five different television stations, (collectively called "The WIAA State Network"), that broadcast the WIAA tournaments and finals pursuant to the contract.

11. Beginning in about 2003, at which time the QNI contract required QNI to pay the WIAA an annual rights fee of \$140,000, I was informed by Laurin Jorstad of QNI that QNI could no longer afford to offer a competitive product for the contract price of \$140,000. QNI prepared an analysis of the costs of producing a WIAA event, which factored in personnel costs, satellite time and rental agreements with the production trucks who were subcontractors. Thus we negotiated a reduction in the annual fee: In 2002, QNI paid the WIAA \$140,000 under the contract; in 2003, QNI paid \$125,000; in 2004, QNI paid \$75,000.

12. In 2004, with two years left on the contract, QNI said it could not guarantee that it would enter into a successor agreement unless the WIAA was willing to alter its price. Thus, the WIAA and QNI negotiated a reduction in price down to \$40,000 per year, and secured an extended contract with QNI, operating as The WIAA State Network, until 2010. Attached hereto and incorporated herein by reference as Exhibit C is the 2004-2010 Agreement between the WIAA and the WIAA State Network. QNI paid an annual fee of \$40,000 to the WIAA until 2008, at which time upon mutual agreement of the parties, the QNI payment to the WIAA increased to \$75,000 annually.

13. In 2004, due to the loss of revenue from QNI, the WIAA began to look for other sources of revenue.

14. At that time, no television station carried games other than the Football Finals (which was carried by Fox), and the Hockey Finals and Boys and Girls Basketball Tournaments (which were carried by QNI), except that in some instances local community access channels would broadcast tape-delayed local games. In fact, in 2005 the vast majority of our sports were not carried by any media organization either on television or the internet.

15. At about the same time as we lost the QNI revenue, we were hearing from the coaches committees that they were questioning why their sports were not being broadcast on TV, and that they had a strong interest in getting their sports on TV. This was especially true of volleyball and wrestling. They wanted the same exposure for their sports and athletes that basketball, hockey and football were receiving. The WIAA staff was anxious to get as many sports publicly distributed as possible.

16. We inquired whether our existing contractual partners might be interested in broadcasting these events, but they expressed concern over whether they could implement a feasible financial model from which they could profit by the expansion, so declined to pursue the opportunity.

17. Meanwhile, in the fall of 2003, I met Tim Eichorst of When We Were Young Productions (“WWWY”) after a football tournament. He expressed interest in mass distribution of WIAA sports events. We agreed to meet in December to discuss this further.

18. In December of 2003, the WIAA Director of Communications, Todd Clark, and myself met with Tim Eichorst. At that meeting, he discussed his idea of producing and distributing as many WIAA sporting events as possible. He explained this was an opportunity to get more sports on TV. He also talked about other platforms for distribution, such as streaming over the internet. He wanted to get all state finals tournaments distributed, and also work on producing and distributing some sectional and regional events. At that point, we did not have any sectional or regional events that were available to the public through any media, except if a local access channel aired an event in their locality, but even then those were tape-delayed broadcasts, not live.

19. Based on that meeting, in May of 2004, we signed a letter of intent with WWWWY to further discuss and develop a contractual arrangement for WWWWY to produce and distribute WIAA athletic events. The contract would provide exclusivity to WWWWY (except for sports already covered under other contracts), and would require WWWWY to pay a fee to the WIAA. The letter of intent was signed at the same time as we were engaged in discussions with QNI about renegotiating their contract for a reduced fee, so the prospect of a contractual arrangement with another partner to provide revenue to the WIAA, while at the same time satisfying our goals and interest in expanding distribution of athletic events, was of great interest to the WIAA.

20. As these discussions continued, Mr. Eichorst came to the WIAA and made a presentation to the Board of Control explaining his proposal and his business model in more detail. He proposed delivering broadcast quality video production of WIAA events, and distributing these products through all physical, electronic, and broadcast media. His company would be responsible for all filming in the field. The events would be live streamed from the venue. He would then also create tapes and DVDs of the events, which would be produced at his studio, which would then be distributed through various media platforms.

21. Under his proposal, the WIAA and its members would have no financial commitment to the venture, but would have the opportunity to earn royalties based upon distribution revenues. As I understood it, WWVY expected to make profits on “broadcast media,” including such things as real-time game feed, broadcast TV highlight feeds, and studio production of weekly TV shows.

22. Based on this proposal, WWVY and the WIAA entered into a Production Rights And Distribution Agreement (“the Agreement”). Attached hereto and incorporated herein by reference as Exhibit D is the Agreement. The Agreement was fully executed in May of 2005, and lasts for a term of ten (10) years.

23. Under the WWVY contract, WWVY has the right to transmit via internet all WIAA Tournament Events except Football and Hockey State Finals, and the entire State Boys and Girls Basketball Tournaments. WWVY paid \$60,000 to the WIAA in 2008 for these rights.

24. The Agreement substantially benefits the WIAA and its members. The WIAA’s broadcast partners pay for the exclusive transmission rights to state tournaments, and that revenue helps to fund the WIAA’s state tournaments. The Agreement thus allows the WIAA to obtain revenue that it uses to organize and operate its programs and tournaments. The WIAA

keeps all of that revenue from its contract partners for its own internal operations, and does not transfer any of that revenue to the State of Wisconsin, to any state agency, or to general state funds. Further, that revenue benefits the WIAA membership because it allows the WIAA to expand athletic program opportunities for its members for all WIAA-recognized sports, including providing revenue for those sports that the WIAA typically subsidizes or for those sports without significant public attendance.

25. The Agreement further benefits the WIAA membership as it allows the WIAA to expand transmission of athletic events that might not otherwise be transmitted due to the level of public interest or commercial appeal. Through the contract with WWVY granting WWVY exclusive transmission rights, the WIAA has achieved additional distribution and streaming of tournaments that were not transmitted before, including all state tournaments, and regional and sectional competitions.

26. The Agreement is also beneficial to the WIAA because WWVY provides approximately \$500,000 in service to the WIAA that the WIAA does not have to pay for. These services provide a cost savings to our member schools, and have been the most cost-effective way for the WIAA to serve its membership while at the same time increasing participation. It also allows us to ensure that we are returning money to the schools that host events so that they are not losing money on hosting an event. WWVY's services have also increased the WIAA's exposure to the public and the public's participation in the WIAA, by making available WIAA meetings and events on wiaa.tv at no cost to the WIAA.

27. Finally, the Agreement allows the WIAA to fulfill its purpose to promote the broad educational aims of the WIAA's member schools and to cultivate the high ideals of good

citizenship and sportsmanship by controlling the association of high school sports with inappropriate goods and services (such as gambling, alcohol, tobacco, and adult entertainment).

28. The WIAA hosts and administers 25 State Championship Tournaments, which includes both boys and girls sports, and individual and team competition. The WIAA secures the facilities for the WIAA-hosted State Tournaments. Throughout the years, the WIAA has done this through leases of appropriate facilities or venues for the athletic competition at issue. To provide stability and continuity, the WIAA has multi-year contracts with the sporting venues. The minimum length of a contract is three years and we often have five-year contracts (except the WIAA does not have leases with the venues for cross country or gymnastics). When the WIAA uses the venues, it uses them solely for its athletic competitions. The WIAA has use of the facilities or venues for the duration of the athletic competition as specified in the leases, and does not otherwise have any control over or obligation with respect to the management or operation of the facilities or venues when not used by the WIAA for its athletic events.

29. The State Tournaments are held in sixteen different athletic facilities throughout the State of Wisconsin. The WIAA tries to find the best facility available to showcase the athletic event, provided the facility is available and affordable, and offers good value for the WIAA's money. Each of the venues was designed for the specific athletic tournament being held there. Thus, for example, the boys and girls golf tournaments are held at University Ridge golf course in Madison, a venue solely designed for golf; the football tournaments are held at Camp Randall stadium in Madison, a facility used for football games; boys and girls soccer tournaments are held at Uihlein Soccer Park in Milwaukee, which was designed specifically for soccer games; swimming and diving tournaments are held at the UW Natatorium in Madison, a facility with pools and a diving well; girls and boys tennis tournaments are held at the Nielsen Tennis

Stadium in Madison, a facility containing indoor and outdoor tennis courts and squash courts; and softball tournaments are held at the Goodman Diamond in Madison, which is a facility designed and used for softball games. The WIAA also hosts venues at several private facilities: baseball tournaments are held at Fox Cities Stadium in Appleton, which is a privately owned minor league baseball park; the boys volleyball tournament is held at Wisconsin Lutheran College in Milwaukee, a privately owned college; and the cross country tournament is held at the Ridges Golf Course in Wisconsin Rapids, a privately owned golf course (which is not leased). Other WIAA tournaments are also held at the Lincoln Field House in Wisconsin Rapids (which is not leased), the UW Field House in Madison, the Memorial Stadium in LaCrosse, the Resch Center in Green Bay, the Kohl Center in Madison, and the Alliant Energy Center in Madison, all of which are venues used for different athletic events.

30. The WIAA establishes a fee for admission to its tournaments. The public is permitted entry to the tournament upon payment of the fee. The WIAA provides for free admission for certain categories of people, such as cheerleaders, school staff members, game officials and credentialed media, but no other person beyond those identified may be provided complimentary admissions. The WIAA sets its admission fee so that the event is an affordable outing for families.

31. The WIAA has not denied a legitimate media organization entry to a tournament.

32. From 2001-2003, the WIAA contracted to grant the nonexclusive right to Visual Image Photography, Inc. ("VIP") to sell photos and images of all state tournament finals. In 2004, the WIAA contracted to grant the exclusive right to VIP to sell photos and images of all state tournament finals only. The contract was for a 1-year term and expired in 2005. In 2005, the WIAA contracted to grant the exclusive right to VIP to sell photos and images of all state

tournaments including quarterfinals and semifinals. The contract was for a 3-year term and expired in 2008. Restrictions on the sale of tournament images helped the WIAA limit its association to products and advertising consistent with the WIAA's mission.

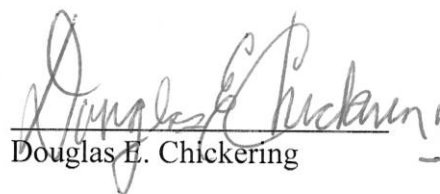
33. In 2007, a controversy arose over the WIAA's right to limit the Wisconsin Newspaper Association's member newspapers from selling photographs taken at tournament games through their website. The WIAA suspended its enforcement efforts that summer and decided that it would wait to see the outcome of similar disputes in other states. A similar dispute in Illinois was later settled when the Illinois High School Association agreed to rescind its exclusive-rights photography policy. I notified the media in about July of 2007 that the WIAA would not enforce its photography policy, and the WIAA did not enforce that policy at any time thereafter.

34. Effective with the 2009-2010 Media Policies, the WIAA changed its photography policy consistent with the earlier suspension in July of 2007.

35. Without the revenue from its exclusive contract partners, the WIAA would not be able to afford to subsidize all of its recognized sports, thereby depriving its members and their student athletes of athletic opportunities. The WIAA would have to increase the cost of admission for tournaments, undermining its goal of making the events an affordable, family-friendly outing. The WIAA membership would also lose control over the message that was associated with their voluntary athletic association and its ability to promote the members' ideals as stated in the constitution. The WIAA would not be able to provide the cost-effective services to its members that it receives for free from WWVY.

36. I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct to the best of my knowledge.

Dated this 21st day of January, 2010.


Douglas E. Chickering

Subscribed and sworn to before me
this 21st day of January, 2010.

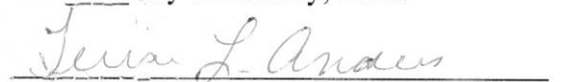
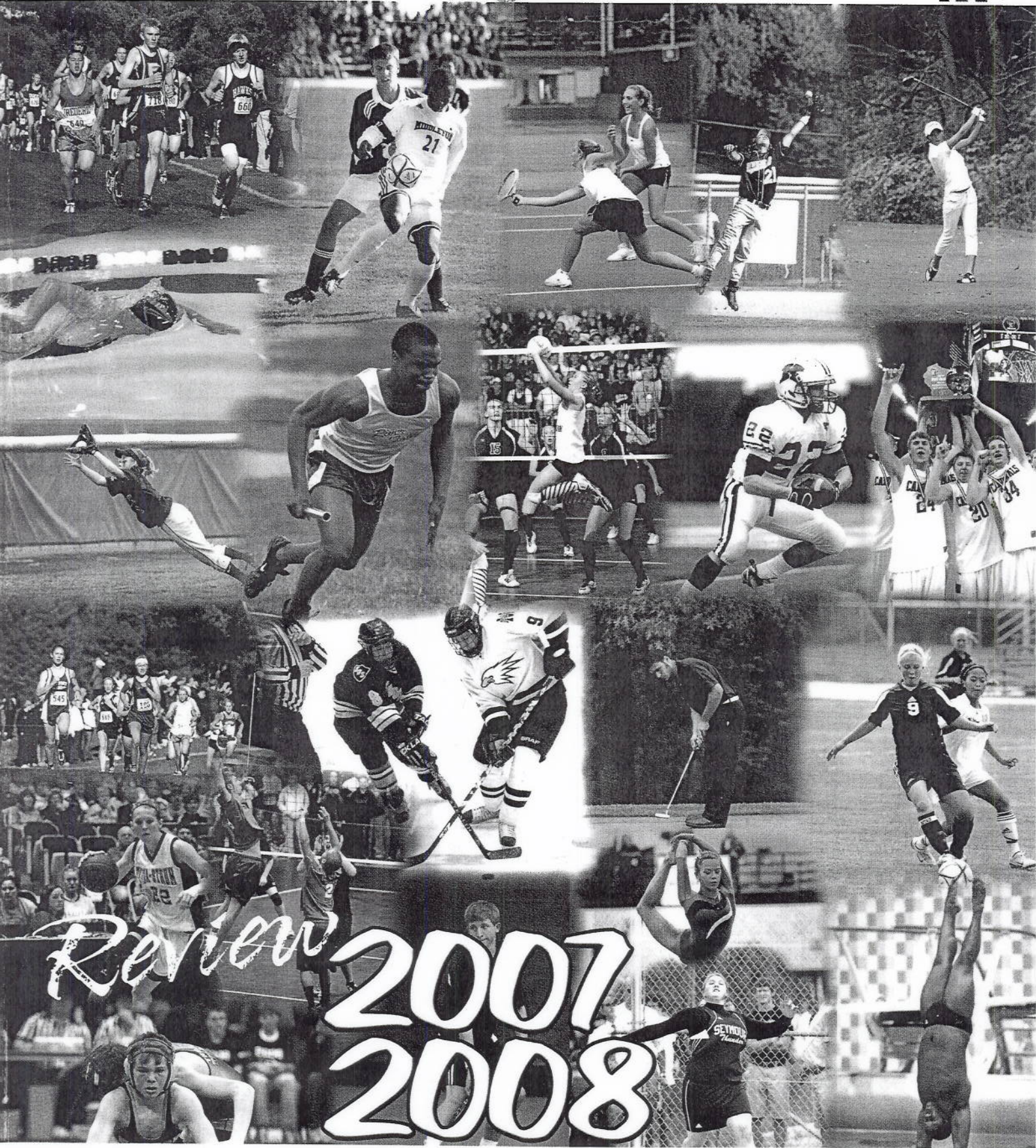

Notary Public, State of Wisconsin
My commission expires: 12-2-2012

EXHIBIT A

85th Annual Yearbook



Review 2007 2008

Wisconsin Interscholastic Athletic Association

Supplemental Appendix 181
Cover Photos by VIP

WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION



ORGANIZED 1896

**85TH ANNUAL WIAA YEARBOOK
(Reviewing the 2007-08 School Year)**

*** * * * ***

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*** * * * ***

**MEMBER OF
NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS**

WIAA General Account

**Liabilities And Net Assets
July 31, 2008**

LIABILITIES AND NET ASSETS

	2008	2007
CURRENT LIABILITIES		
Accounts payable.....	\$ 55,812	\$ 110,646
Deferred revenue.....	539,945	533,037
Current portion of post-retirement benefits payable	<u>17,927</u>	<u>25,948</u>
Total current liabilities	613,684	669,631
POST-RETIREMENT BENEFITS PAYABLE.....	<u>279,613</u>	<u>254,082</u>
TOTAL LIABILITIES	893,297	923,713
NET ASSETS.....	<u>3,016,068</u>	<u>3,096,492</u>
TOTAL LIABILITIES AND NET ASSETS.....	<u>\$ 3,909,365</u>	<u>\$ 4,020,205</u>

STATEMENT OF ACTIVITIES

Changes in unrestricted net assets:		
Operating revenues		
Membership dues.....	\$ 405,785	\$ 402,080
Tournaments	6,202,963	5,922,052
Registration of officials	336,261	340,162
Miscellaneous	<u>232,106</u>	<u>138,130</u>
Total operating revenues	7,177,115	6,802,424
Operating expenses		
Tournaments.....	4,346,253	4,157,095
Administrative & general	2,490,268	2,439,571
Rule books	189,637	179,571
Committees & rule helpers	38,392	46,243
Clinics & conferences.....	22,237	2,903
Audio visual.....	350	7,176
Depreciation of property & equipment.....	71,446	74,706
Publications printing	<u>53,311</u>	<u>58,631</u>
Total operating expenses	<u>7,211,894</u>	<u>6,965,896</u>
Increase (decrease) in unrestricted net assets from operations.....	(34,779)	(163,472)
Other revenues		
Investment gain - net of related expenses	(47,764)	134,870
Miscellaneous	<u>2,119</u>	<u>1,222</u>
Total other revenues	<u>(45,645)</u>	<u>136,092</u>
Increase (decrease) in unrestricted net assets before effect of adoption of FASB Statement No. 158	(80,424)	(27,380)
Effective of adoption of recognition provision of FASB Statement No. 158	—	62,017
INCREASE IN UNRESTRICTED NET ASSETS	(80,424)	34,637
Unrestricted net assets at beginning of year	<u>3,096,492</u>	<u>3,061,855</u>
Unrestricted net assets at end of year	<u>\$ 3,016,068</u>	<u>\$ 3,096,492</u>

STATEMENT OF CASH FLOWS

	2008	2007
Cash flows from operating activities		
Increase in unrestricted net assets for the year.....	\$ (80,424)	\$ 34,637
Adjustments to reconcile the increase in unrestricted net assets to net cash provided by operating activities		
Depreciation of property & equipment.....	71,446	74,705
Gain on sale of property and equipment.....	(3,000)	-
Net appreciation in market value of marketable securities.....	111,018	(73,238)
Post-retirement benefits expense, net of payments.....	17,510	(48,150)
Changes in operating assets & liabilities:		
Accounts receivable.....	(8,930)	(13,742)
Prepaid expenses.....	(10,171)	4,721
Accounts payable.....	(54,834)	14,133
Deferred revenue.....	<u>6,908</u>	<u>33,812</u>
Net cash provided by operating activities.....	49,523	26,878
Cash flows from investing activities		
Purchase of investments.....	(34,444)	(275,739)
Proceeds from sale of investments.....	-	241,601
Proceeds from sale of property and equipment.....	3,000	-
Purchase of property & equipment.....	<u>(29,095)</u>	<u>(16,727)</u>
Net cash used in investing activities.....	(60,539)	(50,865)
Cash flows from financing activities.....	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS.....	(11,016)	(23,987)
Cash & cash equivalents at beginning of year.....	<u>1,523,211</u>	<u>1,547,198</u>
Cash & cash equivalents at end of year.....	<u>\$ 1,512,195</u>	<u>\$ 1,523,211</u>

TOURNAMENT REVENUE, EXPENSE AND EXCESS (DEFICIT)

	<u>2008</u>			<u>2007</u>		
	<u>Revenue</u>	<u>Expense</u>	<u>Excess (deficit)</u>	<u>Revenue</u>	<u>Expense</u>	<u>Excess (deficit)</u>
Basketball.....	\$2,785,650	\$1,237,832	\$1,547,818	\$2,674,118	\$1,176,404	\$1,497,714
Wrestling.....	800,356	477,086	323,270	814,029	447,460	366,569
Football.....	988,884	549,331	439,553	901,098	531,476	369,622
Hockey.....	289,079	223,457	65,622	249,030	216,693	32,337
Baseball.....	83,715	193,472	(109,757)	96,551	180,732	(84,181)
Volleyball.....	536,133	410,531	125,602	514,083	401,276	112,807
Track.....	122,679	318,788	(196,109)	125,240	307,883	(182,643)
Swimming.....	70,953	116,448	(45,495)	69,595	113,977	(44,382)
Tennis.....	51,430	107,664	(56,234)	52,634	107,001	(54,367)
Gymnastics.....	23,544	54,697	(31,153)	20,293	51,824	(31,531)
Cross Country.....	58,078	136,424	(78,346)	56,934	132,535	(75,601)
Softball.....	48,233	169,548	(121,315)	47,446	157,827	(110,381)
Golf.....	-	51,755	(51,755)	-	48,336	(48,336)
Soccer.....	<u>344,229</u>	<u>299,220</u>	<u>45,009</u>	<u>301,001</u>	<u>283,671</u>	<u>17,330</u>
Total.....	<u>\$6,202,963</u>	<u>\$4,346,253</u>	<u>\$1,856,710</u>	<u>\$5,992,052</u>	<u>\$4,157,095</u>	<u>\$1,764,957</u>

Subsidized Sports



	Revenue	Expenses	Subsidy
Baseball			
Spring.....	\$ 69,149	\$ 156,697	\$ 87,548
Summer.....	14,565	36,774	22,209
Cross Country	56,528	136,423	79,895
Golf			
Boys	---	33,162	33,162
Girls	---	18,591	18,591
Gymnastics.....	23,543	54,696	31,152
Softball.....	48,233	169,548	121,314
Swimming & Diving			
Boys	32,319	57,062	24,743
Girls	38,633	59,575	20,941
Tennis			
Boys Team & Individual	26,137	54,907	28,770
Girls Team & Individual.....	25,292	53,492	28,200
Track & Field.....	<u>122,429</u>	<u>318,788</u>	<u>196,359</u>
Totals.....	\$456,828	\$1,149,715	\$692,884

Non-Subsidized Sports



	Revenue	Expenses	Balance
Basketball			
Boys	\$1,737,486	\$ 713,951	\$1,023,535
Girls	1,048,188	522,692	525,495
Football	990,158	549,291	440,867
Hockey			
Boys & Girls.....	289,079	223,457	65,621
Soccer			
Boys	191,512	151,858	39,653
Girls	152,716	147,361	5,355
Volleyball			
Boys	53,127	44,887	8,239
Girls	483,006	365,643	117,362
Wrestling Team & Individual	<u>800,659</u>	<u>477,053</u>	<u>323,605</u>
Totals.....	\$5,745,931	\$3,196,193	\$2,549,732

Figures reflect receipts & expenditures reported for regional, sectional & state tournaments.

Subsidy Figures Since 1958-59



1958-1959	\$ 20.7M	1971-1972	\$ 88.0M	1984-1985	\$274.0M	1997-1998	\$413.3M
1959-1960	28.3	1972-1973	101.3	1985-1986	300.4	1998-1999	466.7
1960-1961	39.8	1973-1974	67.1	1986-1987	299.1	1999-2000	484.9
1961-1962	47.6	1974-1975	112.1	1987-1988	314.5	2000-2001	589.3
1962-1963	50.6	1975-1976	152.1	1988-1989	307.5	2001-2002	568.2
1963-1964	52.5	1976-1977	162.4	1989-1990	325.9	2002-2003	563.4
1964-1965	58.8	1977-1978	170.8	1990-1991	312.9	2003-2004	609.9
1965-1966	64.1	1978-1979	179.2	1991-1992	310.0	2004-2005	619.9
1966-1967	68.0	1979-1980	191.4	1992-1993	320.7	2005-2006	602.2
1967-1968	65.3	1980-1981	212.8	1993-1994	336.7	2006-2007	639.2
1968-1969	69.8	1981-1982	232.6	1994-1995	391.5	2007-2008	692.8
1969-1970	78.8	1982-1983	263.7	1995-1996	400.5		
1970-1971	80.3	1983-1984	265.5	1996-1997	388.7		

EXHIBIT B

TELECAST RIGHTS AGREEMENT

THIS TELECAST RIGHTS AGREEMENT (the "Agreement"), dated as of August 1, 2007, is by and between the WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION ("WIAA") and FOX SPORTS NET NORTH, LLC ("FSNN") (collectively, the "Parties").

1. RIGHTS GRANTED.

(a) Games. WIAA hereby grants to FSNN the sole and exclusive license and right throughout the universe, in perpetuity, to produce and Telecast (as defined below), and to sublicense for Telecast, in any and all languages, the seven (7) Wisconsin High School Football Championship Games to be played during each of the 2007-08, 2008-09 and 2009-10 academic years (individually and collectively, the "Game(s)"), on a live and/or delayed basis, in FSNN's sole discretion. All Games are currently scheduled to be played at Madison Camp Randall Stadium at the University of Wisconsin (the "Site"). All references to the Site herein shall apply to any replacement site; *provided, however*, that the site may only be changed by mutual written agreement of the Parties; *provided further, however*, that if the Parties cannot agree on a changed site, WIAA's decision regarding the site shall control, provided that FSNN shall have the right, in its sole discretion, to elect not to produce and Telecast any Games played at a changed site, or to terminate this Agreement with no continuing obligations to WIAA. The dates and times of the Games shall be mutually determined by the Parties; *provided, however*, that if the Parties cannot agree, WIAA's decision regarding the dates and times of the Games shall control; *provided further, however*, that if the Parties cannot agree on the dates and times of any of the Games, FSNN shall have the right, in its sole discretion, to elect not to produce and Telecast such Games pursuant to this Agreement, or to terminate this Agreement with no continuing obligations to WIAA. In the event that FSNN elects not to produce and Telecast any Games after the site, dates and times of the Games have been determined, FSNN shall notify WIAA in writing of such election no later than September 1 of the applicable Contract Year (as defined below). In the event that the site, dates and/or times of any of the Games change for any reason after FSNN has made its initial election to produce or to not produce such Games, WIAA shall promptly notify FSNN of such changes, and FSNN shall have ten (10) business days following such notification to elect to either produce and Telecast such Game(s) or to not produce and Telecast such Game(s), in FSNN's sole discretion.

(b) Telecasts. For purposes of this Agreement, Telecast shall mean any transmission of a video signal and/or audio signal, by any means of technology, whether presently existing or hereafter developed, including, without limitation, via standard television (free over-the-air television) and non-standard television (including, without limitation, basic, tier and/or premium cable distribution, direct broadcast satellite television ("DBS"), subscription television ("STV"), multi-point distribution systems ("MDS"), multiple multi-point distribution systems ("MMDS"), local multi-point distribution systems ("LMDS"), satellite master antennae television systems ("SMATV"), open video system ("OVS"), television receive-only ("TVRO"), closed-circuit television, radio, online (including, without limitation, Internet, www, cable modem and all other forms of online distribution now known or

hereafter developed), internet protocol television ("IPTV"), mobile/wireless, all interactive forms of distribution now known or hereafter developed, airline, theater, restaurant and hotel/motel distribution, narrow and broadband services, compact disc, CD-I, videocassette (including exclusive commercial distribution), videodisc, videogram, video dial tone, pay-per-view, high-definition format, video on demand ("VOD"), subscription video on demand ("SVOD"), via Fox Sports Net's video programming service currently known as "Fox College Sports" (or any successor network), and by any other manner or system. The foregoing shall include, without limitation, FSNN's right to use portions of the Games ("Clip(s)") and to Telecast the Games, from time to time, as filler programming (any Game Telecast in less than its entirety). In connection with Clip rights and filler programming, FSNN shall have no obligation to WIAA with regard to advertising inventory. The exclusive rights granted to FSNN herein shall preclude WIAA and its member schools, individually and collectively, from licensing or otherwise granting to any person, corporation, partnership, or other entity (collectively, a "Person") any right to produce and/or Telecast, whether live or on a delayed basis, any portion of any Game at any time. FSNN shall be entitled to one (1) live Telecast and unlimited re-Telecasts of the Games in perpetuity. FSNN shall also have the right, in perpetuity, to use excerpts of the Games for promotional purposes as set forth herein.

(c) Preemption. FSNN may preempt any Game Telecast in order to Telecast a news event or an event or program deemed by FSNN to be of public importance or significance. In addition, in the event that any Game Telecast conflicts with FSNN programming commitments, including, without limitation, national programming commitments, professional team commitments, collegiate programming commitments and/or live event programming, FSNN shall have the unlimited right, in FSNN's sole discretion, to Telecast such Game on a delayed basis, and/or to cease a Game Telecast prior to completion of such Game and/or begin a Game Telecast after such Game has commenced, as applicable, in order to honor such FSNN commitments, and FSNN shall use best efforts to replay such preempted Game Telecast within seven (7) days of preemption. Notwithstanding the foregoing, in the event that FSNN intends to initially Telecast any Game on a delayed basis due to a scheduling conflict, WIAA and FSNN shall work together to attempt to secure alternate live distribution for such Game, the selection of such alternate live distribution outlet to be approved by FSNN, such approval not to be unreasonably withheld; *provided, however*, that FSNN shall not incur any additional costs for such alternate live distribution, and in the event that alternate live distribution is secured for such Game, the applicable alternate live distribution outlet shall pay to FSNN a mutually agreed upon share of FSNN's production and transmission costs for such Game Telecast, and FSNN shall retain the right, but no obligation, to Telecast the applicable Game in FSNN's sole discretion.

(d) Use of Marks. WIAA hereby grants FSNN the right, without payment, to use, for purposes of the promotion of the Telecast of the Games and promotion of the FSNN and/or Fox Sports Net ("FSN") programming services, the name, logo, trademark, symbol, seal, emblem, insignia and other identity of WIAA and each of its member schools and the likenesses, voices and biographical information of the players, managers, coaches, officials and other persons of WIAA and its member

schools; *provided, however*, that FSNN shall not undertake, or shall immediately cease, such use if notified by WIAA in writing that WIAA reasonably believes that such use is contrary to the best interests of WIAA or its member schools.

(e) Copyright. Anything in this Agreement to the contrary notwithstanding, FSNN shall own, in perpetuity, all right, title, interest and copyrights in and to the Game Telecasts, and each of them (and all elements thereof), and all reproductions, excerpts and/or footage created in the process of producing the Game Telecasts or derived from the Game Telecasts, together with the performances embodied thereon. WIAA shall not redistribute, use or exploit, in any manner, any aspect of the footage contained in or created in connection with the production of the Game Telecasts without FSNN's prior written consent; *provided, however*, that WIAA shall be permitted, without the prior written approval of FSNN, to (i) use Game Telecast footage for internal, non-commercial use, which is not in conflict with the rights granted hereunder (e.g., highlight tapes, recruiting videos, in-house productions and advertising needs, etc.), and (ii) duplicate and distribute copies of the Game Telecasts for home-video and home-DVD distribution only (*i.e.*, no other form of Telecast), provided that in each case WIAA shall provide FSNN with on-screen courtesy credit and shall not alter the screen or otherwise cover any FSNN or Fox Sports Net bug, graphic identifier or "Fox Box" appearing thereon. FSNN shall provide WIAA with one (1) Betacam SP copy of each Game Telecast within ten (10) business days of the conclusion of each Game.

2. TERM; EXCLUSIVE NEGOTIATION PERIOD; RIGHT TO MATCH.

(a) Unless otherwise terminated pursuant to the provisions hereof, the term of this Agreement shall be for a period of three (3) years, commencing on August 1, 2007 and ending on July 31, 2010 (the "Term"). Each year of the Term from August 1 through July 31 shall be deemed a "Contract Year."

(b) Commencing on May 1, 2010 and continuing through July 31, 2010 (the "Exclusive Negotiation Period"), WIAA shall negotiate exclusively and in good faith with FSNN with respect to the terms and conditions upon which WIAA shall grant FSNN the exclusive production and Telecast rights throughout the universe to the Wisconsin High School Football Championship Games to be played after the expiration of the Term, and WIAA shall use good faith efforts to enter into an agreement as soon as is practicable. Prior to the end of the Exclusive Negotiation Period, WIAA shall not negotiate with any other party with respect to such rights. If, at the end of the Exclusive Negotiation Period, the Parties have not reached agreement, WIAA shall then have the right to negotiate with other parties; *provided, however*, that FSNN shall have the right to match any other offer to telecast the Wisconsin High School Football Championship Games to be played after the expiration of the Term by providing written notice to WIAA within ten (10) business days of receiving written notice from WIAA of any such offer, *provided further, however*, that FSNN shall not be required to match any terms that cannot be met easily by one television entity as compared to another, and FSNN shall not be required by WIAA to Telecast any Game on any network or programming service

other than FSNN. Any non-cash items included in any such offer shall be allocated a monetary value for purposes of FSNN's right to match.

(c) The obligations of WIAA under this Section shall survive any termination of this Agreement for any reason other than a material breach by FSNN.

3. EXCLUSIVITY.

FSNN's license for the production and Telecast of the Games shall be exclusive in all media throughout the universe in perpetuity. WIAA agrees that there shall be no other live and/or delayed Telecast whatsoever (in over-the-air, cable, online/Internet distribution, or any other form of media on a local, regional or national basis) of any Game, or of any portion thereof. No other party shall have any other rights or ownership interest in the Games, or any portion thereof. For purposes of clarity only, and without limiting any other term of this Agreement, the rights granted to FSNN hereunder prevent any party, other than FSNN, from making available any of the Games, or portions thereof, on an internet website.

4. PRODUCTION FOR GAMES TO BE TELECAST.

(a) Personnel. FSNN will provide production staff and other personnel, facilities and services as FSNN determines, in its sole discretion, are required to produce the Game Telecasts. FSNN shall select, retain and compensate all on-air talent in connection with all Game Telecasts, including any and all Game play-by-play announcers, hosts and color commentators, in FSNN's sole discretion; *provided, however,* that FSNN shall consult with WIAA prior to selecting such on-air talent; *provided further, however,* that FSNN's decision regarding selection of on-air talent shall control.

(b) Access. WIAA shall provide to FSNN, its agents and personnel, as well as all FSNN production vehicles, complimentary access to all elements of the Games, including, without limitation, the Site, the participants, the coaches, the officials, and all contiguous activities, excluding player locker room access. FSNN shall receive proper working credentials, and a mutually agreed upon number of parking spaces as close to the Site as possible provided that, at a minimum, FSNN shall be provided with no less than a number of parking spots sufficient to accommodate all FSNN and FSNN-authorized personnel involved in support of each applicable Game Telecast.

(c) Format. WIAA shall (i) consult and coordinate with FSNN's coordinating producer prior to the Games to integrate the Game formats with FSNN's commercial format, and, if applicable, (ii) appoint a liaison officer to be responsible for and cooperate in calling time-outs and other structured interruptions so that FSNN's commercial format is satisfied and commercial and promotional announcements are properly spaced.

(d) Production Standards. WIAA shall provide FSNN, without charge, with suitable space and locations, as FSNN may determine at the time of its advance technical survey of the Site, for its announcers and for the installation and operation of all microphones, television cameras and related equipment to be used by FSNN in

connection with its production and transmission (including without limitation, if applicable, satellite uplink or fiber optic equipment) of the Game Telecasts. WIAA shall arrange for all electrical power as is necessary to operate all FSNN production equipment, including, if necessary, a generator, and shall reimburse FSNN for any FSNN out-of-pocket costs in connection therewith. In the event that the Site does not have sufficient lighting for FSNN-caliber broadcasts, as determined by FSNN in its sole discretion, WIAA shall supply such additional lighting at WIAA's sole cost. FSNN shall have the right to install, maintain in and remove from the Site and the surrounding premises such wires, cables and equipment as may be necessary for its coverage of the Games. FSNN shall have the right to bring into or adjacent to the Site mobile units for the transportation of equipment and personnel.

(e) Display. FSNN shall have the right to display its name and trademark on its equipment, and any platform or broadcasting booth used at the Site in such a manner and location as to be reasonably and readily apparent to both the spectators at the Site and the viewers watching the Game Telecasts as distributed by FSNN.

(f) Creative Control. At all times, FSNN has the sole and exclusive right to exercise creative control over the production and format of the Game Telecasts. The foregoing shall include, but is not limited to, on-air talent (subject to Section 4(a) above), television producers, directors, any production companies selected for the Game Telecasts and the placement of all in-Game elements, including, but not limited to, billboards, features, squeezebacks, live reads, etc. FSNN has the unlimited right to edit, augment and otherwise adapt the Game Telecasts, subject to the rights granted to WIAA herein to have included in the Game Telecasts certain WIAA-designated promotional inventory.

5. CONSIDERATION.

(a) Rights Fees. FSNN shall pay an annual rights fee to WIAA in the total amount of Twenty-Thousand Dollars (\$20,000.00) during each Contract Year (the "Annual Rights Fee") for a total of Sixty Thousand Dollars (\$60,000.00) during the Term. Payment of the Annual Rights Fee shall be made by September 1 of each Contract Year of the Term. Notwithstanding the Annual Rights Fee set forth above, in the event that FSNN is not able to Telecast any of the seven (7) Games during any Contract Year, for any reason, FSNN shall be entitled to a 1/7 reduction in the Annual Rights Fee payable during such Contract Year for each such Game that FSNN is not able to Telecast, and in the event this Agreement is terminated pursuant to the terms hereof, FSNN shall not be obligated to pay the Annual Rights Fee for Contract Years following such termination.

(b) WIAA Commercial Inventory. In consideration of all rights granted in this Agreement, and subject to availability, WIAA shall receive a combination of one minute and thirty seconds (1.30) of promotional spots during each Telecast of each Game to be used solely for the promotion of WIAA (i.e., no resale or other provision to advertisers or WIAA sponsors and no third party sponsor affiliation or tags); *provided, however,* that WIAA agrees that such promotional inventory shall not promote any other national, regional or local sports distribution outlet, including any network, channel or Internet programming service (e.g., ABC, ESPN, ESPNU, ESPN2, ESPN.com, ESPN Radio, CSTV, TNT, TBS, Comcast, etc.). The promotional inventory shall be produced by WIAA at no cost to FSNN. To ensure inclusion within the Game Telecasts, all WIAA promotional spots must satisfy FSNN's technical delivery requirements, and must be delivered to FSNN no later than five (5) days prior to the applicable Game Telecast. In the event WIAA promotional spots are not properly delivered in a timely manner, FSNN shall have no obligation to Telecast such spots. The promotional inventory shall be reasonably acceptable to FSNN.

(c) FSNN Commercial Inventory. FSNN shall retain all remaining commercial inventory, including, without limitation, all national, regional and affiliate commercial inventory, all billboards and features, all remaining national, regional and affiliate promotion time, and all national direct response advertising time during each Telecast of each Game. FSNN shall have the right to insert into the Game Telecasts sponsorships, commercials, advertising, billboards and sponsored features of any kind or nature, by any means now known or hereafter devised, including, without limitation, virtual signage; *provided, however,* that FSNN shall be prohibited from selling any commercial inventory or sponsorship in the alcohol (including malt beverage), tobacco and gaming advertising categories. As between FSNN and WIAA, FSNN shall be entitled to retain all revenue derived from the sale of commercial inventory.

(d) FSNN Banners. At no cost to FSNN, FSNN shall be permitted to place a mutually agreed upon number of promotional banners, but in any event no fewer than two (2) banners promoting FSNN, FSN, or FSN national or regional news or other related programming at the Site during each Game so that they are readily apparent to the spectators at the Site and within camera angles. In addition, WIAA shall use best efforts to obtain similar banner placement at the site of all other WIAA championship events during the Term. All of such banners will be provided by FSNN.

(e) Game Programs. WIAA shall provide to FSNN, at no additional cost to FSNN, two (2) full-page advertisements (promoting FSNN, FSN and/or FSNN sponsors (in FSNN's sole discretion)) in each game program distributed at every WIAA championship event during the Term (including, without limitation, each Game), with artwork to be provided by FSNN; *provided, however,* that in each game program distributed at every WIAA championship swimming, golf, track, tennis and gymnastics event during the Term, WIAA shall use best efforts to provide to FSNN, at no additional cost to FSNN, a ¼ page, ½ page or full-page advertisement (promoting FSNN, FSN and/or FSNN sponsors (in FSNN's sole discretion)), with artwork to be provided by FSNN.

(f) Game Tickets. WIAA shall provide to FSNN, at no charge to FSNN, a minimum of twelve (12) lower-level tickets to each of the Games.

6. ACCESS AND FACILITIES.

(a) Access. Neither WIAA nor its member schools shall grant access to the Site to any other crews for purposes of obtaining game coverage, other than as specifically set forth herein or to a local news crew for purposes of a local newscast to be aired only after each Game has ended, and WIAA shall ensure that local news crews shall not interfere in any way with FSNN's camera positions at the Games. Press credentials issued to crews not affiliated with FSNN or the schools competing will restrict the use of Game footage to excerpts of two (2) minutes or less during news or sports programs, and will prohibit such crews from authorizing use of such footage by third parties.

(b) Still Photographer Access. WIAA agrees to provide FSNN's staff photographers with photographer's credentials equivalent to the highest grade of credentials given to print media and other photographers covering the Games.

7. ARRANGEMENTS; NAME AND LIKENESS.

WIAA shall be solely responsible for making all arrangements (including any compensation) with the owner(s) of the Site, and with all competitors, officials and other persons participating in or otherwise connected with the Games. Those arrangements shall accord to FSNN's rights under this Agreement including, without limitation, all name and likeness rights of all participants, officials, institutions and any other persons connected with the Games, necessary for FSNN's Telecast of the Games and the promotion and advertising thereof.

8. INTERVIEWS; FSNN EMPLOYEE ADMITTANCE.

Upon appropriate prior notice, WIAA agrees to use reasonable efforts to provide FSNN with access to WIAA's administrative officers, officials, players, coaches, and other appropriate personnel for the purpose of providing FSNN with material for use in promoting the Games and its half-time, pre-game and post-game interviews, and for use in connection with FSNN's news or similar programming. Employees and agents of FSNN shall be admitted to the Site free of charge to the extent necessary to accomplish any of the above purposes, and WIAA shall provide FSNN, free of charge, any necessary working media credential(s) (exclusive of parking).

9. INDEMNIFICATION.

Each Party agrees to hold harmless, defend, and indemnify the other against all claims, suits, actions, liens, debts, damages, costs, charges, and expenses, including court costs and reasonable attorneys' fees, and against all liability, losses, and damages of any nature whatever (a "Claim" or "Claims"), that the other Party shall or may sustain because of any material breach of any representation, warranty, agreement or other provision hereof, or out of any use of rights or material that were furnished by such Party in connection with this Agreement, or resulting from any

Party acts or omissions or any officer, employee, agent or subcontractor of such Party in the performance of this Agreement, on the condition that the indemnitee shall give prompt notice to the indemnitor of the applicable Claim or Claims. WIAA agrees to indemnify FSNN and hold FSNN harmless from all expenses, costs, and liabilities (including, but not limited to, legal fees and expenses) arising directly or indirectly out of suits, claims, or actions for libel, slander, copyright infringement, plagiarism, or misappropriation of rights resulting from the acts or omissions of WIAA or any officer, employee, agent, or subcontractor of WIAA in the performance of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

10. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Party; *provided, however*, that FSNN may, without such consent, assign this Agreement or any or all of its rights or obligations hereunder to its parent company, or any affiliate, subsidiary, or partnership in which it or its parent company has an ownership interest, or to any entity that acquires at least fifty percent (50%) of the assets of FSNN or the FSN North programming service. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and no other person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

11. CANCELLATION; POSTPONEMENT; FORCE MAJEURE

If the staging, production or Telecast of any Game is prevented, canceled or interrupted due to any act of God, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, threat or act of terrorism, government action or decree, inclement weather, failure of technical, production or television equipment, loss or blackout of the Telecast, or for any other reason beyond the reasonable control of WIAA or FSNN, then neither WIAA nor FSNN shall be obligated in any manner to the other with respect to such Game, but all other rights FSNN may have in this Agreement shall remain in effect and shall not be affected in any manner. If, however, any Game should be postponed, delayed or interrupted due to an act of force majeure, then FSNN shall have the right, in its sole and absolute discretion, to elect to produce and Telecast such Game on its rescheduled or continued date in accordance with all the terms hereof or to not produce and Telecast the rescheduled or continued Game, in which case FSNN shall not be obligated in any manner.

12. REPRESENTATIONS AND WARRANTIES

(a) Each Party represents and warrants to the other, as to itself, that:

(i) it has the full and unrestricted right, power and authority to enter into this Agreement and to grant the rights and privileges granted herein;

- (ii) the individual executing this Agreement on its behalf has been duly authorized, empowered and instructed to do so; and
 - (iii) neither this Agreement, nor the performance of any duty or obligation set forth herein, violates or shall constitute a breach of or default in any judgment, decree, contract, agreement, covenant, or understanding by which it is bound or is a party.
- (b) WIAA represents and warrants to FSNN that all member schools have assigned all appropriate and necessary rights in and to the Games to WIAA.
- (c) WIAA represents, warrants and covenants to FSNN that for each Game it has obtained any and all necessary rights, clearances and/or permissions to Telecast such Game, including, but not limited to:
- (i) any necessary fees to any of the Game organizers;
 - (ii) any and all clearances and/or permissions necessary for each of the participants in the Game to play in and/or appear in the Game Telecast, including, without limitation, any required clearances or permissions from any regulatory, governing or organizing body;
 - (iii) securing all music master, mechanical, performance and synchronization rights as necessary for music played during the Game; and
 - (iv) any and all rights, clearances and/or permissions necessary to use all names, likenesses, trademarks and service marks of all teams, individuals and entities participating in or otherwise associated with the Games, including, without limitation, the right to use the name, logo, symbol, seal, emblem, and insignia of WIAA and each of its member schools for purposes of the promotion of the Telecast of the Games and promotion of the FSNN and/or the FSN programming services.

Upon request, WIAA shall furnish FSNN with copies of all such licenses, clearances and permissions.

13. FINANCIAL DISCLOSURE

WIAA shall conform with Title 47 of the United States Code Sections 508 and 317 concerning broadcast matter and disclosures required thereunder, insofar as those Sections apply to persons furnishing program material for television broadcasting. Without limiting the foregoing, WIAA hereby certifies and agrees that it has no knowledge of any information relating to the Games that is required to be disclosed by it under Sections 508 and/or 317, that it will promptly disclose to FSNN any such information of which it hereafter acquires knowledge and that it shall not, without FSNN's prior written approval, include in the Games any matter for which any money, service, or other valuable consideration (as such terms are used in Sections 508 and/or 317) is directly or indirectly paid or promised to them by a third party, or accepted from or charged to a third party by them.

13. NO COMPETING PROMOTIONAL ELEMENTS.

WIAA agrees that neither it nor any of its member schools shall promote (*e.g.*, provide camera visible signage at the Site, or any public address announcements, jumbotron, videoboard or matrix messages, etc.) any national, regional or local full-time or majority of the time sports distribution outlet (*e.g.*, ABC, ESPN, ESPNU, ESPN2, ESPN.com, ESPN Radio, CSTV, TNT, TBS, Comcast, etc.) or any affiliated entities, other than FSNN or FSN at the Games or during any Game Telecast.

14. MISCELLANEOUS.

(a) Headings. Section and paragraph titles contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way shall define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(b) Notices. Any notices with respect to this Agreement shall be made by prepaid certified mail, return receipt requested, overnight courier service (for next day delivery), by facsimile or by personal delivery and shall be addressed to the Parties at their addresses herein contained or to such other address as a Party shall give notice to the other Party:

(i) As to WIAA:

Doug Chickering
Executive Director
Wisconsin Interscholastic Athletic Association
5516 Vem Holmes Drive
P.O. Box 267
Stevens Point, WI 54481
Telephone: (715) 344-8580
Facsimile: (715) 344-4241

(ii) As to FSNN:

Mike Dimond
Senior Vice President/General Manager
Fox Sports Net North
One Main Street, SE, Suite 600

with a copy to: Vice President, Business and Legal Affairs
c/o Fox Cable Networks
10201 W. Pico Blvd.
Building 103, Room 3152
Los Angeles, CA 90064
Telephone: (310) 369-0474
Facsimile: (310) 969-5698

(c) Agreement Not Contrary to Law. To the best knowledge and belief of the Parties hereto, this Agreement contains no provision that is contrary to any federal, state, or local ruling or regulation; *provided, however*, that if any provision of this Agreement, or any part hereof, shall at any time be finally determined to be invalid or unenforceable in whole or in part, under any applicable federal, state, or local law, ruling, or regulation by a court of competent jurisdiction, or by an administrative agency of the federal, state, or local government, or by an arbitrator with proper jurisdiction, then such provision or portion thereof, as appropriate, shall remain in effect only to the extent permitted, and the remaining provisions thereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(d) Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement will be governed by and construed in accordance with the internal laws of the State of California, without reference to conflict of law provisions. Each Party irrevocably and unconditionally: (i) submits to the general jurisdiction of the federal and state courts located in Los Angeles County, California; (ii) agrees that any action or proceeding concerning this Agreement will be brought exclusively in such courts; and (iii) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding in any such court was brought in an inconvenient court and agrees not to claim or plead the same.

(e) Separate Entities. The Parties hereto are independent contractors. As to either Party, this Agreement does not create, nor shall be construed to create, an employer-employee, agency, partnership, or other representational relationship. No officer, employee, agent, servant, or independent contractor of either Party hereto shall be deemed at any time to be an employee, servant, or agent of the other Party hereto for any purpose whatsoever, and the Parties shall use best efforts to prevent any misrepresentation of said relationship.

(f) Waiver. The waiver of any breach of this Agreement by either Party hereto shall in no event constitute a waiver as to any future breach, whether similar or dissimilar in nature.

(g) Termination. In addition to FSNN's and WLAA's other rights at law and in equity, either Party may terminate this Agreement if the other Party has materially breached this Agreement and fails to cure such material breach within thirty (30) days after notice of the breach is sent by the non-breaching Party.

(h) Entire Agreement. This Agreement contains the entire understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, expressed or implied, whether oral or written. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by a writing signed by both Parties.

(i) Member Schools. In all instances in this Agreement in which WIAA has incurred an obligation, it shall be understood that, if such obligation is performable only by a member school, or by another institution, WIAA shall use best efforts to cause such school or other institution to perform such obligation.

(j) No Other Payment by FSNN. Except as specifically provided in Section 5(a) of this Agreement, FSNN shall not be obligated to make any payment to WIAA or anyone else related to the Games (e.g., participants, the Site, etc.).

(k) Approval of FSN Logo. Any use by WIAA of the FSNN or FSN logo in connection with any Game Telecast or any use of the FSNN and/or FSN name in connection with any publicity or marketing of the Games, including, without limitation, all press releases related to the Games, must receive FSNN's prior written approval no less than ten (10) days prior to any such intended use or distribution.

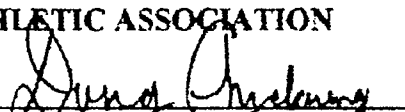
(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement the day and year first above written.

FOX SPORTS NET NORTH, LLC

**WISCONSIN INTERSCHOLASTIC
ATHLETIC ASSOCIATION**

By: 

By: 

Name: Mike Dimond

Name: Doug Chickering

Title: Senior Vice President/General Manager

Title: Executive Director

Date: 7/20/07

Date: 7-13-07

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EXHIBIT C

**TELEVISION BROADCAST RIGHTS AGREEMENT
BETWEEN WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION AND THE WIAA STATE NETWORK**

This is an agreement ("Agreement") among WKOW Television, Inc., WAOW - WYOW Television, Inc. and WXOW - WQOW Television, Inc. (hereafter collectively referred to as "The WIAA State Network") and the Wisconsin Interscholastic Athletic Association (hereafter referred to as "WIAA").

1. Length of Agreement.

1.1 This Agreement shall be effective July 1, 2004 and shall end on June 30, 2010. Unless either party gives notice of termination to the other in writing prior to June 30, 2008 or June 30 of each subsequent year thereafter, this Agreement shall be extended by one additional year and shall be extended each subsequent July 1 thereafter on the terms and conditions described herein. The intent of the parties as expressed above is to preserve a three year "rolling horizon" agreement and that the procedure described above will provide a minimum of two (2) years' prior notice of cancellation by either party.

1.2 Notwithstanding anything else in this Agreement to the contrary, both parties understand that the obligations of The WIAA State Network are conditioned on the approval of the broadcast network(s) having an affiliation relationship with The WIAA State Network (which presently is ABC television network) to broadcast the championship events described in this Agreement.

2. **Grant of Broadcast Rights and Fees.**

2.1 The WIAA State Network will pay WIAA a total of \$40,000.00 for each year of this Agreement. Payment of each annual rights fees of \$40,000.00 to be submitted in full by The WIAA State Network to the WIAA by May 1 of each of the contract years.

2.2 WIAA hereby grants for the above annual fees to The WIAA State Network the exclusive telecast rights for any type of live video (including internet and cyber casting) and for television broadcasting of the girls and boys state championship hockey games and the girls and boys state championship basketball games. These telecasts would include:

- (i) the Saturday hockey championship games for both girls and boys from approximately noon to 4:00 p.m., and
- (ii) the entire girls and boys (Thursday to Saturday) quarter final, semi-final and championship games (16 girls and 16 boys) Thursday and Friday approximately 9:00 a.m. to 12:30 p.m.; 1:30 p.m. to 5:00 p.m. and 6:30 p.m. to 10:00 p.m. with Saturday championship telecast approximately noon to 4:00 p.m. and 6:30 p.m. to 10:00 p.m.

3. **Television/Cable Markets.**

3.1 The WIAA State Network shall provide "live" telecast coverage in the Madison, Wausau, Rhinelander, LaCrosse and Eau Claire markets. The WIAA State Network will use best efforts in providing live telecast coverage in the Milwaukee and Green Bay markets. In the event "live" telecast coverage is unavailable in the

Milwaukee or Green Bay markets, The WIAA State Network may substitute on a "best effort basis" cable coverage or delayed television coverage in the Milwaukee and Green Bay markets. The WIAA State Network will provide satellite transmission to those television stations and cable systems in other areas of the State of Wisconsin that wish to participate in accordance with terms established by The WIAA State Network.

3.2 The WIAA State Network owns the intellectual property rights in the mark "The Magic of March." WIAA agrees no use of the mark "The Magic of March" will be granted without the authorized written permission of The WIAA State Network.

3.3 No personal home or other business satellite reception will be provided by The WIAA State Network or granted by the WIAA except for those stations in The WIAA State Network that provide programming from time to time to direct broadcast signal providers ("DBS") (for example, Echostar or Direct TV).

3.4 The WIAA State Network retains the exclusive copyright to the WIAA State Tournaments for duplication of all boys and girls state championship hockey and basketball telecasts. No television station not participating with the WIAA State Network may use any video coverage until 20 minutes following the completion of any "live" broadcast coverage. Stations that are not participating with The WIAA State Network may only use up to two (2) minutes of footage of the above delayed coverage. The WIAA will notify all television stations of this restriction.

4. Production Television Requirements.

4.1 The WIAA State Network will provide and assume all costs of production fees, equipment fees and appropriate insurance for its equipment and personnel for the length of this Agreement.

4.2 The WIAA agrees to "broadcast TV time outs" within all championship telecasts that preserve the integrity of the games and meets the telecast objectives of The WIAA State Network. WIAA will notify The WIAA State Network of any significant changes the WIAA elects to impose that would alter the existing format of any championship telecast at least one year prior to the first telecast of any proposed altered WIAA championship event.

4.3 The WIAA will allow complete facility access to The WIAA State Network for all "live" coverage without management obstacles or associated fees.

4.4 WIAA will grant The WIAA State Network first right or preference for all technical set up of all live championship telecast coverage.

4.5 Live transmissions by any broadcaster that is not part of The WIAA State Network for news gathering are to be cleared and approved by The WIAA State Network in advance.

4.6 WIAA and The WIAA State Network championship telecast "play by play" announcers and game analysis (color announcers) will mutually be agreed upon by the WIAA and The WIAA State Network.

4.7 All nonbroadcast videotaping and coverage of any WIAA championship telecast event covered under this Agreement is prohibited.

5. **Non-Broadcast Related Terms.**

5.1 The WIAA agrees to provide The WIAA State Network the following at no charge for each year of this Agreement:

- a. One full page color ad in all championship series programs.

- b. Inclusion in The WIAA State Network major sponsors and participating television station logos in the annual wall planner submitted to all WIAA member schools.
- c. Sixty (60) "all session" tickets to girls championship basketball series and eighty (80) "all session" tickets to boys championship series. Additional tickets to any WIAA championship event may be purchased directly through the WIAA.

5.2 The WIAA State Network agrees to provide the WIAA the following at no charge for each year of the agreement:

- a. Ten (10) 30 second WIAA public service announcements per month (120 annually) on each of the following stations: WKOW TV, WAOW - WYOW TV, and WXOW - WQOW TV. These announcements would be scheduled in the "best time available" and subject to each station's scheduling and preemption policy. These announcements cannot be accumulated or transferred from one month to another. All announcements will be WIAA endorsed and must be submitted to each individual station which is part of "The WIAA State Network" in a timely manner. The stations in The WIAA State Network are to provide the WIAA with monthly verification of schedule placement.
- b. Two (2) one hour wrap up anthology programs to highlight spring/summer WIAA championship events and fall/winter WIAA championship events to be aired at a time and date to be

determined (most likely August and December of each year in an 11:00 a.m. to 12:00 midnight time period). These programs to air on WKOW TV, WAOW - WYOW TV and WXOW - WQOW TV only.

- c. Provide commercial production time and services for WIAA annual board of control meeting above one hour program and public service announcements.

6. Amendments. This Agreement contains the essence of the exclusive "live" video and television broadcast rights agreement granted by WIAA to The WIAA State Network. From time to time either party may request a meeting with the other party to discuss mutual beneficial changes to any of the above terms upon 90 day written notice to the other party.

This Agreement was executed by the parties on the dates indicated below.

Dated: 3/18/04

WKOW Television, Inc., WAOW - WYOW Television, Inc. and WXOW - WQOW Television, Inc. ("The WIAA State Network"):

By: Ralph M. Oaker

Print Name Here: Ralph M. Oaker

Its VP

Dated: 3/20/04

Wisconsin Interscholastic Athletic Association ("WIAA")

By: Doug Chickering

Print Name Here: Doug Chickering

Its Executive Director

EXHIBIT D



Production Rights and Distribution Agreement between the Wisconsin Interscholastic Athletic Association (WIAA) and American-HiFi, Inc. dba When We Were Young Productions (WWWYP)

General Terms of Agreement

I. RIGHTS

- (a) American-HiFi/When We Were Young Productions will be granted the exclusive right to produce, sell, and distribute all WIAA tournament series and championship events for all WIAA sports with the exception of existing contracts as of the date of this contract. These rights also include the existing WIAA film library housed in Stevens Point.
- (b) American-HiFi/When We Were Young Productions will be granted the joint right to produce, sell, and distribute, on a delayed basis, all WIAA tournament series and championship events for all WIAA sports under an existing contract as of the date of this contract. These joint rights require approval from both the WIAA and the existing contract holder as of the date of this contract.
- c. American-HiFi/When We Were Young Productions will be granted the right to market this partnership and to use the WIAA trademark, logo, and name to promote these efforts.
- d. American-HiFi/When We Were Young Productions will be granted the right to establish an online property containing the name WIAA for use of marketing and distributing WIAA tournament series and championship content.
- e. American-HiFi/When We Were Young Productions will be granted the right to legally enforce any violation of these production, sale, and distribution rights by a third party.
- f. American-HiFi/When We Were Young Productions will be granted the right to authorize affiliate production partners for the production of WIAA tournament series and championship events.

II. CONTENT PRODUCTION

- a. American-HiFi/When We Were Young Productions will agree to produce directly or through an affiliate all WIAA tournament series and championship events. Our production goals would be as follows for all sports:
 - i. 100% of all state tournaments
 - ii. 50 % of all sectional events
 - iii. 25 % of all regional events
- b. Event production will vary and may include any of the following:
 - i. Single camera high location
 - ii. Single camera low location
 - iii. Multiple camera mixed
 - iv. Special edit

Production enhancements may include play-by-play commentary, slow motion replay, and special graphics. Each event strategy will be spelled out in advance and budgeted out as noted in the **Revenue** section of this contract.

- (c) American-HiFi/When We Were Young Productions will act as an agent of the WIAA in the event that a third party expresses interest in the production, sale, or distribution of any WIAA tournament series or championship event that American-HiFi/When We Were Young Productions holds rights to.



- d. American-HiFi/When We Were Young Productions will agree to actively seek out and affiliate all qualified production resources that have a history of producing WIAA tournament series or championship events.
- ✓ e. American-HiFi/When We Were Young Productions will agree to actively involve local student resources in our production efforts, whether directly by us or through an affiliate, to ensure educational and cooperative benefits for the individual students and their schools.

III. CONTENT DISTRIBUTION

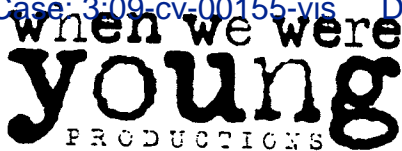
- a. American-HiFi/When We Were Young Productions will agree to establish a multi-platform distribution strategy and will agree to directly distribute or contract with a distribution agent for all WIAA tournament series and championship events. These agreements would include live production, live or delayed streaming, video on demand, tape delayed production, and physical media. Examples of distribution platforms are as follows:
 - i. Internet based video on demand (web streaming)
 - ii. DSL/Broadband based video on demand
 - iii. Cable based video on demand
 - iv. Satellite based video on demand
 - v. Cable (live or delayed)
 - vi. Satellite (live or delayed)
 - vii. Network (live or delayed)
 - viii. Physical Media
- Ⓛ The WIAA will reserve the right to review, modify, or reject any terms of these distribution agreements, which do not support the purpose and mission of the WIAA and our mutual partnership.

IV. SPONSORSHIPS

- a. American-HiFi/When We Were Young Productions will be granted the right to solicit and contract with sponsors that adhere to the WIAA guidelines as published.
- b. American-HiFi/When We Were Young Productions will be granted the right to place and promote these sponsors on all forms of content distribution and market them as joint WIAA and WWWYP sponsors.

V. REVENUE

- a. American-HiFi/When We Were Young Productions agrees to pay the WIAA a rights fee based on the following formula:
 - i. WWWYP will establish a tournament/event production cost that encompasses all business related expenses to produce the tournament or event.
 - ii. WWWYP will receive 100% of all revenues generated by the distribution of the tournament/event up until all of the costs have been recaptured.
 - iii. All revenues generated after the tournament/event cost has been recaptured will be split 50% to the WIAA and 50% to WWWYP with the exception of physical media sales.
 - iv. All sales of physical media after the initial cost has been recaptured will be split 20% to the WIAA and 80% to WWWYP.
- b. The WIAA shall be the sole overseer of any funds distribution (if any) to participating schools.
- c. American-HiFi/When We Were Young Productions will be responsible for the collection and clearing of revenues generated for content distribution.



- d. Monthly status reports will be delivered to the WIAA. Collected funds will be distributed to the WIAA on a monthly basis.
- e. All revenues generated by solicitation of sponsor contracts will be split 30% to the WIAA and 70% to WWWYP. Funds will be distributed immediately upon collection.

VI. MISCELLANEAUS

- a. American-HiFi/When We Were Young Productions will agree to provide video production resources to the WIAA upon request and at no additional cost to the WIAA. These would include:
 - i. Taping and duplication of WIAA meetings and corporate events
 - ii. WIAA promotional videos
 - iii. Tournament highlight trailers
 - iv. Video board content
- b. The WIAA will agree to provide free advertising in all tournament materials and verbally promote our partnership and products at all venues and the WIAA website.
- c. The WIAA will agree to provide preferred credentials and access to American-HiFi/When We Were Young Productions at all WIAA tournament series and championship events and venues.
- d. The term of this agreement will be for 10 years from the date of signing.

Please signify your acceptance of these General Terms of Agreement by signing below.

Acknowledged and agreed:

By: TEA Date: 5/25/05
 Tim Eichorst
 President
 American-HiFi/
 When We Were Young Productions

BY: [Signature] Date: 4-26-05
 Doug Chickerling
 Executive Director
 WIAA

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.**

Plaintiffs,

Case No. 09-cv-0155

v.

**GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,**

Defendants.

AFFIDAVIT OF TODD C. CLARK

I, Todd C. Clark, hereby declare,

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto.
2. I am the Director of Communications for the Wisconsin Interscholastic Athletic Association (“WIAA”), where I have been employed since 2000. The principle job responsibilities of the Communications Director include production and supervision of the Bulletin, membership publications and State Tournament souvenir programs; as well as coordination of media relations; Web site maintenance; State Tournament-related coverage; all public relations and sportsmanship efforts and initiatives; and assisting in marketing and sponsorship relationships.
3. The WIAA is a voluntary, unincorporated and nonprofit organization that seeks to develop, direct and control an interscholastic athletic program to promote the ideals of its membership and opportunities for participation by its members. These opportunities include participation in post-season WIAA-sponsored, controlled, and funded sports tournaments. The

tournaments, which are separate from and in addition to regular season games, are the WIAA's major source of operating revenue. I have reviewed the WIAA's 2007-08 budget, and in that year the tournaments brought in \$6,202,963 of the WIAA's operating revenues, which totaled \$7,177,115. Ex. 1.

4. In 2004, I was informed by Douglas Chickering, the then Executive Director of the WIAA, that Quincy Newspapers, Inc. ("Quincy"), the carrier of the WIAA's Boys and Girls Basketball Tournament and Hockey State Finals, could not afford to continue to pay the amount included in the rights agreement. After this, the WIAA began to explore other sources of revenue.

5. At that time, no television station carried games other than the Football State Finals (which was carried by Fox), Boys and Girls Basketball State Tournaments, and Hockey State Finals (which were carried by Quincy). However, in some instances local community access channels would broadcast local games. The WIAA received no direct revenue from these local community access broadcasts. In 2005, I was unaware of any internet streaming of WIAA events by any party. Therefore, the only rights fees I am aware of the WIAA receiving at that time were from the transmission of videos of its tournament events for Football State Finals, Boys and Girls Basketball State Tournament, and Hockey State Finals.

6. In fact, in 2005 the vast majority of our sports were not carried by any media organizations. The participants in the WIAA's volleyball and wrestling events had requested that these events be broadcast. We inquired whether our existing rights holders might be interested in broadcasting these events, but the existing rights holders expressed concerns regarding production costs and network preemption agreements and declined. In addition, Quincy had expressed to the WIAA an interest in expanding coverage of WIAA state hockey

events to include state semifinal games, but ultimately decided not to make this expansion due to network preemption concerns and cost.

7. In 2005, we were approached by When We Were Young Productions (“WWWY”) with the idea of transmitting WIAA games over the internet. At no time prior to WWWW do I recall any media or production company expressing any interest in transmitting WIAA events via internet. Furthermore, I am unaware of any inquiries or requests to the WIAA by media organizations to transmit the then-underexposed and less visible sports such as cross country and tennis. The WWWW agreement therefore both provided new and needed revenue for the organization and an opportunity for the WIAA to promote less visible WIAA sports and participants.

8. Under the WWWW contract, WWWW has the right to transmit via internet all WIAA Tournament Events except Football State Finals, the Boys and Girls Basketball State Tournament, and Hockey State Finals. In addition, WWWW has a separate distribution agreement with Fox, which allows Fox to air some of these games on FSN. Such games are then transmitted via internet on a delayed (as opposed to live) basis. Both live and delayed WWWW games are available to any person with a computer and internet access on waaa.tv (<http://waaa.tv/>), a web portal that allows access to WIAA events. As a result, although in 2004-05 no WIAA events were offered on the internet, in 2008-09 the WIAA web portal transmitted 82 live WIAA events on waaa.tv and 182 offered on archived stream and DVD. Ex. 2. Of these events, approximately 134 were under the WWWW contract with WIAA, while approximately 48 were Football State Finals, Boys and Girls Basketball State Tournament, and Hockey State Finals. Ex. 2. WWWW paid \$60,000 to the WIAA in 2008 for these rights, while Quincy paid \$75,000 for its rights agreement, and Fox paid \$20,000. Ex. 3.

9. The value of the contract with WWY productions, however, far exceeds the amount paid in royalties from WWY. In addition to providing internet transmission of games, WWY provides additional services to WIAA. These services include video production, audiovisual and graphics support for tournament games such as producing video programming for scoreboards at tournament sites. In addition, WWY also provides web transmissions for mandatory WIAA sport rule meetings, which allows members, officials, and coaches to view these mandatory meetings at their convenience remotely thereby avoiding travel and added costs to member schools. The WIAA does not pay for these services. While I am not aware of the exact value, in my experience such services are costly, and, without WWY, WIAA would likely not be able to afford them. The specific services that WWY provides to the WIAA are:

- a. WWY films, edits, and makes available on wiaa.tv, the WIAA's sports meetings, such as the WIAA's seasonal rule interpretation meetings, so that members and the public can access such meetings without attending in person. This saves members time and expense, and allows increased public access to WIAA information, thereby promoting the visibility of the WIAA, and supporting the marketing and branding of the WIAA.
- b. WWY films, and makes available on wiaa.tv live, the WIAA's Annual Meeting, so that members and the public can access such meetings without attending in person. This saves members time and expense, and allows increased public access to WIAA information, thereby promoting the visibility of the WIAA, and supporting the marketing and branding of the WIAA.
- c. WWY produces an annual video that compiles highlights of all state WIAA tournaments throughout the year.

- d. WWVY films, edits, and makes available on wiaa.tv, the annual scholar athlete award ceremony held in the spring in Wausau, Wisconsin. WWVY gives the award winners a DVD copy of the event.
 - e. WWVY films, edits, and makes available on wiaa.tv, the annual WASC Spirit of Excellence Award ceremony. WWVY films interviews of the presenters which it includes in the final production of the award ceremony tape. WWVY helps promote the award ceremony at tournaments by showing the tape on the video board at various venues.
 - f. At venues where the WIAA hosts championship tournaments, WWVY provides live game feed to the video board.
 - g. WWVY produces highlight segments from other WIAA sponsored sectionals or tournaments, and does recaps with video from other WIAA state championship tournaments, that WWVY presents and feeds to the video board at WIAA championship tournaments.
 - h. WWVY films starting line-up introduction videos and/or team videos that it shows on the video board at all tournaments that have video board capability.
 - i. WWVY creates public service announcements that the WIAA and member schools can display on video boards at events and that are displayed on wiaa.tv.
10. In addition, in 2008 WIAA received \$80,000 from a sponsorship partner, a portion of which value comes from advertising in programming produced by WWVY. The overall amount associated with the contract with WWVY is therefore substantially above and beyond the \$60,000 paid for the internet transmission rights.
11. In the fall of 2003, I developed the first WIAA Media Policies Reference Guide to address ownership and distribution issues documenting our practices in a definitive written guide

that we could distribute to the media. This guide was discussed with the 2003 Media Advisory Committee, who reviewed and approved the policies and language. (The Media Advisory Committee was a standing committee made up of media representatives). The WIAA agreed at the Committee meeting that it would produce and disseminate the guide to all media on the WIAA mail list.

12. I have a close working relationship with the staff of WWY, and since the WIAA entered into a contract with WWY in 2005, I have interacted with WWY's owner, Tim Eichorst, or other WWY staff on an almost daily basis. We regularly discuss the high school sports industry, communications issues related thereto, and production and distribution of WIAA sports events.

13. I worked with Mr. Eichorst to develop the affiliate program through which television stations, web sites, other media outlets or production companies can become affiliates with WWY for purposes of producing and distributing WIAA events. The WIAA did not have a method or resources for policing its media policies. Further, the WIAA was concerned about the quality of production of its events, and the images that were associated with its events. Through our relationship with WWY, the affiliate program became the vehicle through which WIAA could monitor compliance with the WIAA's media policies, as WWY acts as the policing agent for WIAA and ensures quality control.

14. I worked with Mr. Eichorst to determine the fee for affiliate production of an event that WWY declined to produce. I am familiar with other state's high school athletic association's policies and practices with respect to the production and distribution of games, including what they charge for video production or internet streaming.

15. The WIAA decided on a fee structure that requires a person or entity to pay \$250 to live internet stream a game produced with one camera, and \$1,250 to live internet stream a game produced with multiple cameras.

16. This fee was determined based on a number of factors. First, it was consistent with or lower than the fees charged by other state athletic associations. Second, we looked at the value of the production and the resources devoted to the production: a one-camera production with no announcer is much different than a multi-camera production, which usually involves a mobile television broadcast truck and announcer, and requires more resources at the venue itself (there is a cost to the host venue to have to accommodate the extra individuals and to provide power for the production truck which is much different than for an individual cameraperson). We also considered the medium, whether internet or TV, and how wide the distribution would be, whether local or world-wide. We determined that the multi-camera production lends itself to a wide internet distribution platform that people are able to see world-wide, whereas a single camera local PEG station production is shown only through the television medium for distribution to the local community, and is transmitted on a tape-delayed basis and not live.

17. To my knowledge, WWVY has not denied any request for affiliate production of pre-State tournament events, and has not charged anything other than what the WIAA has determined to be the appropriate fee.

18. Since we first began discussing the role of WWVY in producing and distributing WIAA events, I realized that internet streaming was an important technological development that would need to be addressed with respect to distribution of WIAA events. In fact, in my first Media Policies Reference Guide, I addressed internet streaming as a distribution platform. Since then, Mr. Eichorst and I have had regular discussions about internet video streaming as a distribution platform.

19. As part of his plan to produce and distribute WIAA events, Mr. Eichorst had proposed that internet video streaming would be one of the distribution platforms. To do this, we needed a vehicle through which we could launch and stream the video of WIAA events. We considered using the WIAA's own website, but did not believe the server would have sufficient bandwidth capacity to handle the streaming. Mr. Eichorst also had proposed that as part of WWVY's distribution efforts, he would create an online property containing the name WIAA for use in marketing and distributing WIAA tournament series and championship content. I agreed with Mr. Eichorst's position that it was important that the WIAA name be associated with the video distribution platform, and that the WIAA should be the destination point for its own events.

20. Based on these considerations, Mr. Eichorst and I created the web portal known as "wiaa.tv," which is located at <http://wiaa.tv/>. A web portal presents information from diverse sources in a unified way, and provides a way for an organization to provide a consistent look and feel with access control and procedures for multiple applications and databases. The wiaa.tv web portal contains all live and archived videos of WIAA events for all WIAA recognized sports that WWVY produces, and all live and archived videos for WIAA meetings that WWVY produces, such as sports meetings (meetings for specific sports such as basketball or wrestling), rules meetings, press conferences, and the annual meeting. The portal contains the WIAA logo and a link to the WIAA website, clearly identifying its connection to and cementing its relationship with the WIAA. WWVY operates and manages the wiaa.tv web portal for WIAA as part of its contractual responsibilities and at no cost to the WIAA.

21. The WIAA has control over the content that is placed on wiaa.tv, including what is displayed, when, and how. There is limited advertising on wiaa.tv, and the WIAA has control over the advertising on the website. Thus, if any video content or advertising were not consistent

with the members' ideals and the mission of the organization, we would have the ability to restrict its display.

22. The WIAA has begun a pilot program to use the wiaa.tv portal to the benefit of WIAA members by using the portal as a vehicle for member schools to live stream their own video of their own athletic events during the regular season at no charge to them. The agreement requires participating schools to stream all WIAA Tournament Series athletic events hosted by the participating school where and when available. Currently as part of the pilot program, to encourage schools to participate and use the portal, WWVY is paying pilot schools a minimum of \$500 this year to implement the program. We anticipate the wiaa.tv portal to have great potential for our members. Another specific benefit of the portal is that it provides member schools with a safe haven to place its video content, and member schools do not have to worry about negative advertising or images associated with their video content.

23. In mid-2007, the WIAA suspended enforcement of its photography policy for credentialed media that prohibited the sale of photographs taken at tournament games.

24. In 2008, the WIAA entered into a contract with Visual Image Photography, Inc., for a term of five years. In that contract, the only item of "exclusivity" that the WIAA guarantees to VIP is with regard to "the sale of any products using images from Covered Events." Ex. 4

25. Effective with the 2009-2010 Media Policies, the WIAA changed its photography policy to be consistent with the July 2007 enforcement suspension and the 2008 VIP contract. The 2009-2010 policy allows the sale or resale of still photography by WIAA-credentialed media. The policy prohibits the sale of "any products using images from WIAA Tournament Series events" without written permission from the WIAA.

26. The WIAA's Media Policies Reference Guide addresses issues of play-by-play and "blogging." If media or websites wish to use transmissions of play-by-play descriptions of

action/statistics of a WIAA tournament game, they need WIAA consent through transmission rights and fees. The Media Policies Reference Guide specifies that the media do not have to pay a fee for “live report updates” provided no play-by-play is done. Otherwise the media can apply for play-by-play rights and pay the appropriate fee. Live report updates are airing/streaming updates on results or general information about the competition or event, but contain no play-by-play description of live contests. The WIAA permits a “blog” (a contraction of the term “web log”) where the blog is simply commentary of the athletic event or status updates. Blogs are not subject to rights fees, unless they are considered to be a live depiction of event action. The WIAA does prohibit “play-by-play,” without payment of the fees, whether such play-by-play appears on a blog, website, or otherwise. Play-by-play is live and detailed, spoken or written, regular entries of descriptions, or depictions of the sports events as they are happening, or the actual action as it occurs, including the continuous sequential detailed description of play, of events, or other material such as graphics or video regarding any WIAA tournament game, so that it approximates a video or audio transmission that allows the recipient to experience the game as it occurs. A live transmission means inserting play-by-play at any point during the contest. (For example, play-by-play can not be posted until the completion of the game).

27. Following the 2008 Football State Finals, I discovered after the fact that two media organizations, Madison.com (Wisconsin State Journal and Capital Times together) and the Milwaukee Journal-Sentinel, had engaged in live play-by-play blogging. Thus, I sent both organizations an invoice to pay the appropriate play-by-play fee. Neither media organization paid the fee.

28. This prompted discussions with the media about the blogging policies. In early December of 2008, I had e-mail discussions about this issue with Adam Mertz, the Sports Editor of the Capital Times, who copied Robert Hernandez of The Wisconsin State Journal and other

editors in on the e-mail. I informed them that the WIAA was willing to work with the media to develop an agreement as to what would be permitted on a real-time blog from tournament series events. I pointed out that the issue of blogging had been discussed at the last two Media Days (an annual meeting that the WIAA hosted with members of the media to discuss media policies), and I felt confident that those discussions had led to a clear understanding of what the WIAA would permit. Mr. Mertz contacted other sports editors suggesting the “ball rests in our court now,” and that they present suggestions for a definition of live blogging to the WIAA. I agreed to drop the invoices for the play-by-play with the expectation based on these discussions that the media would reach consensus on the issue and present those suggestions to the WIAA.

29. In mid and late December of 2008, I had discussions in person and by e-mail with Peter Fox, the President of the Wisconsin Newspaper Association, about the blogging issue. I forwarded the transcripts of the blogs in question to him for his review, and informed him that the WIAA was willing to discuss a reasonable definition of the threshold for a live depiction of action in blogs. He agreed that Mr. Mertz and his colleagues were a good group to begin looking at the issue, and commented that he did not believe it would be “an easy subject to get a handle on.”

30. I received no further communication from any editor or media organization on the issue of blogging or play-by-play. They presented no proposal or draft policy to me to define the parameters of permissible blogging. Thus, the WIAA has not changed its policy, and the WIAA is comfortable based on the lack of input from the media that its blogging policy is understood and reasonable. The WIAA has, however, reduced the fee for play-by-play texting to \$30 at State tournament events and \$20 for pre-State tournament events. I am aware of one other instance in the Fall of 2009 where someone blogged play-by-play. Upon my contacting the

entity, they removed the forum containing the play-by-play. Other than that, I am not aware of any other instances of violation of this policy.

31. I did not authorize on behalf of the WIAA or WWY, any media organization to live video stream any WIAA-sponsored tournament without paying the required rights fee for such streaming, including the four WIAA-sponsored football tournaments that *The Post-Crescent* says it transmitted by live internet streaming in October and November of 2008.

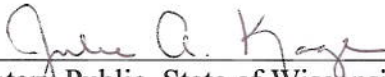
32. I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct to the best of my knowledge.

Dated this 19 th day of January, 2010.



Todd C. Clark

Subscribed and sworn to before me
this 19th day of January, 2010.



Notary Public, State of Wisconsin

My commission expires: 2/17/13

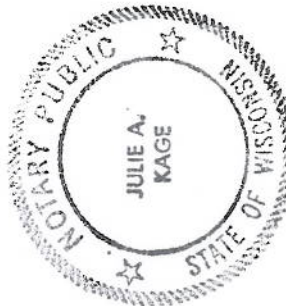


EXHIBIT 1

WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION



ORGANIZED 1896

**85TH ANNUAL WIAA YEARBOOK
(Reviewing the 2007-08 School Year)**

*** * * * ***

**DOUGLAS E. CHICKERING, EXECUTIVE DIRECTOR
5516 VERN HOLMES DRIVE
P.O. BOX 267
STEVENS POINT, WISCONSIN 54481-0267
TELEPHONE (715) 344-8580
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e-mail info@wiaawi.org
website <http://www.wiaawi.org>**

*** * * * ***

**MEMBER OF
NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS**

WIAA General Account

**Liabilities And Net Assets
July 31, 2008**

LIABILITIES AND NET ASSETS

	2008	2007
CURRENT LIABILITIES		
Accounts payable.....	\$ 55,812	\$ 110,646
Deferred revenue.....	539,945	533,037
Current portion of post-retirement benefits payable	<u>17,927</u>	<u>25,948</u>
Total current liabilities	613,684	669,631
POST-RETIREMENT BENEFITS PAYABLE.....	<u>279,613</u>	<u>254,082</u>
TOTAL LIABILITIES	893,297	923,713
NET ASSETS.....	<u>3,016,068</u>	<u>3,096,492</u>
TOTAL LIABILITIES AND NET ASSETS.....	<u>\$ 3,909,365</u>	<u>\$ 4,020,205</u>

STATEMENT OF ACTIVITIES

Changes in unrestricted net assets:		
Operating revenues		
Membership dues.....	\$ 405,785	\$ 402,080
Tournaments	6,202,963	5,922,052
Registration of officials	336,261	340,162
Miscellaneous	<u>232,106</u>	<u>138,130</u>
Total operating revenues	7,177,115	6,802,424
Operating expenses		
Tournaments.....	4,346,253	4,157,095
Administrative & general	2,490,268	2,439,571
Rule books	189,637	179,571
Committees & rule helpers	38,392	46,243
Clinics & conferences.....	22,237	2,903
Audio visual.....	350	7,176
Depreciation of property & equipment.....	71,446	74,706
Publications printing	<u>53,311</u>	<u>58,631</u>
Total operating expenses	<u>7,211,894</u>	<u>6,965,896</u>
Increase (decrease) in unrestricted net assets from operations.....	(34,779)	(163,472)
Other revenues		
Investment gain - net of related expenses	(47,764)	134,870
Miscellaneous	<u>2,119</u>	<u>1,222</u>
Total other revenues	<u>(45,645)</u>	<u>136,092</u>
Increase (decrease) in unrestricted net assets before effect of adoption of FASB Statement No. 158	(80,424)	(27,380)
Effective of adoption of recognition provision of FASB Statement No. 158	—	62,017
INCREASE IN UNRESTRICTED NET ASSETS	(80,424)	34,637
Unrestricted net assets at beginning of year	<u>3,096,492</u>	<u>3,061,855</u>
Unrestricted net assets at end of year	<u>\$ 3,016,068</u>	<u>\$ 3,096,492</u>

STATEMENT OF CASH FLOWS

	2008	2007
Cash flows from operating activities		
Increase in unrestricted net assets for the year.....	\$ (80,424)	\$ 34,637
Adjustments to reconcile the increase in unrestricted net assets to net cash provided by operating activities		
Depreciation of property & equipment.....	71,446	74,705
Gain on sale of property and equipment.....	(3,000)	-
Net appreciation in market value of marketable securities.....	111,018	(73,238)
Post-retirement benefits expense, net of payments.....	17,510	(48,150)
Changes in operating assets & liabilities:		
Accounts receivable.....	(8,930)	(13,742)
Prepaid expenses.....	(10,171)	4,721
Accounts payable.....	(54,834)	14,133
Deferred revenue.....	<u>6,908</u>	<u>33,812</u>
Net cash provided by operating activities.....	49,523	26,878
Cash flows from investing activities		
Purchase of investments.....	(34,444)	(275,739)
Proceeds from sale of investments.....	-	241,601
Proceeds from sale of property and equipment.....	3,000	-
Purchase of property & equipment.....	<u>(29,095)</u>	<u>(16,727)</u>
Net cash used in investing activities.....	(60,539)	(50,865)
Cash flows from financing activities.....	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS.....	(11,016)	(23,987)
Cash & cash equivalents at beginning of year.....	<u>1,523,211</u>	<u>1,547,198</u>
Cash & cash equivalents at end of year.....	<u>\$ 1,512,195</u>	<u>\$ 1,523,211</u>

TOURNAMENT REVENUE, EXPENSE AND EXCESS (DEFICIT)

	<u>2008</u>			<u>2007</u>		
	<u>Revenue</u>	<u>Expense</u>	<u>Excess (deficit)</u>	<u>Revenue</u>	<u>Expense</u>	<u>Excess (deficit)</u>
Basketball.....	\$2,785,650	\$1,237,832	\$1,547,818	\$2,674,118	\$1,176,404	\$1,497,714
Wrestling.....	800,356	477,086	323,270	814,029	447,460	366,569
Football.....	988,884	549,331	439,553	901,098	531,476	369,622
Hockey.....	289,079	223,457	65,622	249,030	216,693	32,337
Baseball.....	83,715	193,472	(109,757)	96,551	180,732	(84,181)
Volleyball.....	536,133	410,531	125,602	514,083	401,276	112,807
Track.....	122,679	318,788	(196,109)	125,240	307,883	(182,643)
Swimming.....	70,953	116,448	(45,495)	69,595	113,977	(44,382)
Tennis.....	51,430	107,664	(56,234)	52,634	107,001	(54,367)
Gymnastics.....	23,544	54,697	(31,153)	20,293	51,824	(31,531)
Cross Country.....	58,078	136,424	(78,346)	56,934	132,535	(75,601)
Softball.....	48,233	169,548	(121,315)	47,446	157,827	(110,381)
Golf.....	-	51,755	(51,755)	-	48,336	(48,336)
Soccer.....	<u>344,229</u>	<u>299,220</u>	<u>45,009</u>	<u>301,001</u>	<u>283,671</u>	<u>17,330</u>
Total.....	<u>\$6,202,963</u>	<u>\$4,346,253</u>	<u>\$1,856,710</u>	<u>\$5,992,052</u>	<u>\$4,157,095</u>	<u>\$1,764,957</u>

Subsidized Sports



	Revenue	Expenses	Subsidy
Baseball			
Spring.....	\$ 69,149	\$ 156,697	\$ 87,548
Summer.....	14,565	36,774	22,209
Cross Country	56,528	136,423	79,895
Golf			
Boys	---	33,162	33,162
Girls	---	18,591	18,591
Gymnastics.....	23,543	54,696	31,152
Softball.....	48,233	169,548	121,314
Swimming & Diving			
Boys	32,319	57,062	24,743
Girls	38,633	59,575	20,941
Tennis			
Boys Team & Individual	26,137	54,907	28,770
Girls Team & Individual.....	25,292	53,492	28,200
Track & Field.....	<u>122,429</u>	<u>318,788</u>	<u>196,359</u>
Totals.....	\$456,828	\$1,149,715	\$692,884

Non-Subsidized Sports



	Revenue	Expenses	Balance
Basketball			
Boys	\$1,737,486	\$ 713,951	\$1,023,535
Girls	1,048,188	522,692	525,495
Football	990,158	549,291	440,867
Hockey			
Boys & Girls.....	289,079	223,457	65,621
Soccer			
Boys	191,512	151,858	39,653
Girls	152,716	147,361	5,355
Volleyball			
Boys	53,127	44,887	8,239
Girls	483,006	365,643	117,362
Wrestling Team & Individual	<u>800,659</u>	<u>477,053</u>	<u>323,605</u>
Totals.....	\$5,745,931	\$3,196,193	\$2,549,732

Figures reflect receipts & expenditures reported for regional, sectional & state tournaments.

Subsidy Figures Since 1958-59



1958-1959	\$ 20.7M	1971-1972	\$ 88.0M	1984-1985	\$274.0M	1997-1998	\$413.3M
1959-1960	28.3	1972-1973	101.3	1985-1986	300.4	1998-1999	466.7
1960-1961	39.8	1973-1974	67.1	1986-1987	299.1	1999-2000	484.9
1961-1962	47.6	1974-1975	112.1	1987-1988	314.5	2000-2001	589.3
1962-1963	50.6	1975-1976	152.1	1988-1989	307.5	2001-2002	568.2
1963-1964	52.5	1976-1977	162.4	1989-1990	325.9	2002-2003	563.4
1964-1965	58.8	1977-1978	170.8	1990-1991	312.9	2003-2004	609.9
1965-1966	64.1	1978-1979	179.2	1991-1992	310.0	2004-2005	619.9
1966-1967	68.0	1979-1980	191.4	1992-1993	320.7	2005-2006	602.2
1967-1968	65.3	1980-1981	212.8	1993-1994	336.7	2006-2007	639.2
1968-1969	69.8	1981-1982	232.6	1994-1995	391.5	2007-2008	692.8
1969-1970	78.8	1982-1983	263.7	1995-1996	400.5		
1970-1971	80.3	1983-1984	265.5	1996-1997	388.7		

EXHIBIT 2

WIAA State Tournaments - Events/Distribution		Annual Cycle		Fall		Events		FS Wisconsin		Fox College Sports		WIAA TV Live Stream		WIAA TV Archive Stream		DVD			
Tournament	Location	Events	FS Wisconsin	Fox College Sports	WIAA TV Live Stream	WIAA TV Archive Stream	DVD												
GOLF - GIRLS	UW-Ridge CC - Madison	Tournament Highlight Show	1	1	-	1	1												
TENNIS (INDIVIDUAL) - GIRLS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1												
TENNIS (TEAM) - GIRLS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1												
CROSS COUNTRY - BOYS & GIRLS	Ridges CC - Wisconsin Rapids	Tournament Highlight Show	1	1	-	1	1												
SOCCER - BOYS	Uphelm Soccer Park - Milwaukee	Division 1 Quarterfinals	-	-	-	4	4												
		Division 1 Semifinals	-	-	-	2	2												
		Division 1 Finals	1	1	-	1	1	1											
		Division 2 Semifinals	-	-	-	2	2												
		Division 2 Finals	1	1	-	1	1												
		Division 3 Semifinals	-	-	-	2	2												
		Division 3 Finals	1	1	-	1	1												
SWIMMING & DIVING - GIRLS	UW-Natalieburnum - Madison	Division 1 Swim/Dive Final	1	1	-	1	1												
		Division 1 Dive Prelims/Semis	-	-	-	-	-	-											
		Division 2 Swim/Dive Final	1	1	-	1	1	1											
		Division 2 Dive Prelims/Semis	-	-	-	-	-												
VOLLEYBALL - GIRLS	Resch Center - Green Bay	Division 1 Quarterfinals	-	-	-	4	4												
		Division 1 Semifinals	1	1	-	2	2	2											
		Division 1 Finals	1	1	-	1	1	1	1										
		Division 2 Semifinals	-	-	-	2	2	2											
		Division 2 Finals	1	1	-	1	1	1	1										
		Division 3 Semifinals	-	-	-	2	2	2											
		Division 3 Finals	1	1	-	1	1	1	1										
		Division 4 Semifinals	-	-	-	2	2	2											
		Division 4 Finals	1	1	-	1	1												
VOLLEYBALL - BOYS	Wisconsin Lutheran College - Milwaukee	Quarterfinals	-	-	-	4	4												
		Semifinals	-	-	-	2	2	2											
		Finals	1	1	-	1	1												
*FOOTBALL	Camp Randall - Madison	Divisional Finals	7	7	-	-	-												
		Tournament Highlight Show(s)	7	7	-	-	-												
Fall Titles Sub-Total			28	28	28	28	58	58	58	58	58	58	58	58	58	58	58		

Winter	Tournament	Location	Events	FS Wisconsin	Fox College Sports	WIAA TV Live Stream	WIAA TV Archive Stream	DVD
	SWIMMING & DIVING - BOYS	UW Natatorium - Madison	Division 1 Swim/Dive Final Division 1 Dive Prelims/Semis Division 2 Swim/Dive Final Division 2 Dive Prelims/Semis	1 - 1 -	1 - - -	- - - -	1 1 1 1	1 1 1 1
	WRESTLING (INDIVIDUAL)	The Kohl Center - Madison	Division 1 Finals Division 2 Finals Division 3 Finals All Divisions - Non-Final Sessions	1 1 1 -	1 1 1 -	- - - 4	1 1 1 -	1 1 1 -
	WRESTLING (TEAM)	UW Field House - Madison	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals	- - 1 - 1 - 1	- - 1 1 1 1	4 2 - 2 - 2 -	4 2 1 2 1 2 1	4 2 1 2 1 2 1
	*HOCKEY - BOYS	Alliant Energy Center - Madison	Quarterfinals Semifinals Finals	4 2 1	4 2 1	- - -	4 2 1	4 2 1
	*HOCKEY - GIRLS	Alliant Energy Center - Madison	Semifinals Finals	2 1	2 1	- -	2 1	2 1
	GYMNASTICS	Lincoln High School - Wisconsin Rapids	Tournament Highlight Show	1	1	-	1	1
	*BASKETBALL - GIRLS	Alliant Energy Center - Madison	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- - 1 - 1 - 1 - 1	- - 1 - 1 - 1 - 1	- - - - - - - -	4 2 1 2 1 2 1 2 1	4 2 1 2 1 2 1 2 1
	*BASKETBALL - BOYS		Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- - 1 - 1 - 1 - 1	- - 1 - 1 - 1 - 1	- - - - - - - -	4 2 1 2 1 2 1 2 1	4 2 1 2 1 2 1 2 1
			Winter Titles Sub-Total	27	27	14	63	63

Spring/Summer Tournament	Location	Events	FS Wisconsin	Fox College Sports	WIAA-TV Live Stream	WIAA-TV Archive Stream	DVD
TENNIS (INDIVIDUAL) - BOYS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1
TRACK & FIELD - BOYS & GIRLS	Veterans Memorial Stadium - UW-La Crosse	Division 1 Girls Track and Field Division 2 Girls Track and Field Division 3 Girls Track and Field Division 1 Boys Track and Field Division 2 Boys Track and Field Division 3 Boys Track and Field	1 1 1 1 1 1	1 1 1 1 1 1	- - - - - -	1 1 1 1 1 1	1 1 1 1 1 1
GOLF - BOYS	University Ridge - Madison	Tournament Highlight Show	1	1	-	1	1
TENNIS (TEAM) - BOYS	Nielsen Stadium - Madison	Tournament Highlight Show	1	1	-	1	1
SOCCER - GIRLS	Uitelin Soccer Park - Milwaukee	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals	- - - 1 1 1 1	- - - 1 1 1 1	4 2 - 2 2 2 2	4 2 2 2 2 2 2	4 4 2 2 2 2 2
SOFTBALL	Goodman Diamond - Madison	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- 1 1 1 1 1 1 1 1	- 1 1 1 1 1 1 1 1	4 2 - 2 2 2 2 2 2	4 2 2 2 2 2 2 2 2	4 2 2 2 2 2 2 2 2
BASEBALL (SPRING)	Fox Cities Stadium - Grand Chute	Division 1 Quarterfinals Division 1 Semifinals Division 1 Finals Division 2 Semifinals Division 2 Finals Division 3 Semifinals Division 3 Finals Division 4 Semifinals Division 4 Finals	- 1 1 1 1 1 1 1 1	- 1 1 1 1 1 1 1 1	4 2 - 2 2 2 2 2 2	4 2 2 2 2 2 2 2 2	4 2 2 2 2 2 2 2 2
BASEBALL (SUMMER)	Baykott Park - Stevens Point	Quarterfinals Semifinals Finals	- - 1	- - 1	4 2 -	4 2 1	4 2 1
		Spring/Summer Titles Sub-Total	21	21	40	61	61
		Total Annual Titles	76	76	82	182	182

* Reflects re-transmission of FS WI and ONT produced events.

EXHIBIT 3

09/28/2009 22:18 FAX 715 344 4241

WIAA

002/002

Fox Sports Net North, LLC

PO Box 900
Beverly Hills, CA 90213
Customer Service: 310-309-5550
Customer Service: fngap@fox.com

Bank of America Illinois
Bank of America Illinois
Chicago, Illinois 60697

00466

Check Number: 42313148

Check Date: 09/29/08

PAY EXACTLY

VOID IF NOT CASHED IN 90 DAYS

TWENTY THOUSAND AND 00/100

\$****20,000.00

TO THE ORDER OF:

Wisconsin Interscholastic Athletic
Assn.
P.O. Box 267
Stevens Point WI 54481-0267



REDACTED

RUB OR BREATHE ON THE PINK LOCK & KEY ICONS - COLOR WILL FADE AND THEN REAPPEAR ON AN AUTHENTIC CHECK - IF COLOR DOES NOT FADE DO NOT ACCEPT

OCT 6 - 2008

Football TV

P. O. Box 267
 Stevens Point, WI 54481-0267
 Phone 715.344.8580
 Fax 715.344.4241
 Email dsankey@wiaawi.org

INVOICE
 080417DS

03355

*lr from
 WKOW-TV
 Madison*

To: Laurin Jorstad
 Quincey Newspapers Inc.
 WAOW TV 9
 Wausau, WI 54401

Date: April 17, 2008

DESCRIPTION	EACH	TOTAL
Television Broadcast Rights & Fees		
2008 <u>Boys & Girls Hockey</u> , <u>Girls Basketball</u> , <u>Boys Basketball</u>		75,000.00
5,000 30,000 40,000		
<p><i>4.25.08 DC - Pymt rec'd How should we break it down?</i></p>		
Total Order		75,000.00
Credits		
Balance Due		75,000.00
<i>Pd 4.25.08 ck 15756</i>		<i>APR 28 2008</i>

Please make your check payable to Wisconsin Interscholastic Athletic Association [WIAA]

Include the invoice number with your payment.

AMERICAN-HIFI, INC.
501 Moravian Valley Road
Waunakee, WI 53597-9595
(608) 849-3200

STATE BANK OF CROSS PLAINS
79-495/759

04292

4337

7-31-09

PAY TO THE
ORDER OF

WIAA

\$ 60,000⁰⁰

Sixty thousand & 00/100

DOLLARS

MEMO



REDACTED

AMERICAN-HIFI, INC.

4337

7-31-09

\$ 60,000 -

JUL 31 2009

EXHIBIT 4



VISUAL IMAGE PHOTOGRAPHY, INC.

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION**

2008-13 STATE CHAMPIONSHIPS

**AGREEMENT FOR CONCESSION RIGHTS TO
VEND SPORTS PHOTOGRAPHY PRODUCTS**

**Prepared especially for :
WIAA**

**Presented To:
Doug Chickering
Executive Director
Todd Clark
Communications Director
WIAA**

**Presented By:
Tom Hayes – Owner & CEO
Bruce Brunner – Sales Manager
VIP, Inc.**

**Cedarburg, Wisconsin
Date Presented : October 8, 2008**



Page 2

Obligations of VIP

- VIP shall perform all of its obligations under this Agreement at NO COST to the WIAA.
- VIP shall be solely responsible for providing, at VIP's expense, adequate photographic personnel at the venues ("Scheduled Venues) for the sports events listed below under the heading "Events Coverage" ("Covered Events"). VIP shall be solely responsible for any product displays and signage it desires to use at Scheduled Venues for the promotion of sales.
- VIP shall document the Covered Events by capturing (where practical and consistent with sound photographic practice) images of competitor action, crowd reaction, sponsors, sportsmanship, officials and awards presentations.
- VIP will provide CDs or DVDs to the WIAA containing all photos taken from Covered Events for use in WIAA printed materials and the WIAA website. CDs or DVDs will be sent within 45 days following the completion of each State Final season.
- VIP hereby grants the WIAA the right to use any photographs taken by VIP at Covered Events in WIAA ventures such as calendars, programs and bulletins even if such ventures are operated by the WIAA at a profit.
- VIP will provide the WIAA with complimentary photographs up to and including 20X30's in size for display at the WIAA corporate offices in Stevens Point, Wisconsin.
- VIP shall pay the WIAA a commission of ten percent of gross proceeds (net of sales taxes and shipping charges) from the sale by VIP of all products utilizing images captured by VIP at Covered Events, only to the extent such revenue exceeds \$1,000.00 for each of the Covered Events.
- VIP shall maintain an archive of at least three years of images while this Agreement is in force so images from prior years can be purchased.
- VIP shall handle all distribution arrangements and pay for all shipping and handling costs associated with the sale of photographic products.
- VIP shall post photographs taken on a vendor owned website in a timely manner and shall ship any purchased photographic products to customers in a timely fashion.
- VIP shall give prompt, courteous and efficient service to the public, perform work competently and be governed by the highest standards of honesty, integrity and fairness in all business dealings.
- VIP shall take no action that would reflect adversely on or injure the reputation of the WIAA. In the event the WIAA objects to any content produced by VIP, VIP shall immediately withdraw from public sale/distribution all products containing the objectionable content until such time as the WIAA's objections can be addressed and cured.



Page 3

- VIP shall indemnify and hold the WIAA harmless from all claims, loss and damage arising from VIP's negligent, reckless or intentional conduct in the performance of VIP's obligations under this Agreement. VIP shall be responsible for all loss or damage relating to the operation of its business.
- VIP shall maintain and pay the premiums for insurance for all aspects of VIP's business operation including insurance for public liability, product liability and personal liability.
- Nothing in this Agreement shall be construed to create an employment or agency relationship between the WIAA and VIP. VIP shall, at all times relevant herein, serve as an independent contractor to the WIAA and VIP shall not be considered an agent of the WIAA. VIP shall not act as an agent of the WIAA, nor represent directly or by implication that VIP is an agent of the WIAA or assume any obligation on behalf of the WIAA.
- VIP along with the assistance and cooperation of the WIAA, will police the activities of so-called rogue photographers who have not secured any concession rights to take State Championship photographs for sale to the general public. Each party will share any information gathered regarding any violators. The WIAA and VIP will issue a cease and desist letter to any violating parties.

Obligations of the WIAA

- The WIAA warrants and represents that it has full authority to enter into this Agreement.
- The WIAA shall maintain a website link between the WIAA web page and the web page of VIP.
- VIP shall be designated the "Official Photography Partner" of the WIAA for each year this Agreement is in force. The WIAA guarantees VIP "exclusivity" with regard to the sale of any products using images from Covered Events, whether captured by VIP or not. The WIAA agrees to work in VIP's best interest by denying media credentials to non-news media photographers who sell any products using any image of a Covered Event.
- The WIAA shall issue a press release to all member schools announcing the renewal of the photography partnership with VIP.
- The WIAA will allow the inclusion of marketing materials, to be designed and printed by VIP, in WIAA pre-championship mailings to Athletic Directors and coaches per WIAA deadlines.
- The WIAA shall provide all necessary media credentials and parking passes to Scheduled Venues of Covered Events for photographers and staff of VIP performing its obligations under this Agreement.



Page 4

- The WIAA will offer an advertisement in all State Championship programs for any Covered Events at no cost to VIP. Advertisement size may vary based on program book size and space availability. VIP shall be solely responsible for designing all advertisements and providing them to the WIAA in time for program deadlines.
- The WIAA agrees to provide at least six public address and/or video announcements per contest at each Covered Event promoting VIP and its products as official photography partners of the WIAA. VIP shall be responsible for providing the WIAA with copy of the announcement contemplated in this provision.
- VIP shall be permitted to set up onsite displays and signage during each Covered Event in accordance with WIAA approval.
- The WIAA shall assist VIP in coordinating and securing team photographs and awards ceremony photographs at all Covered Events. The WIAA shall provide VIP with team information, including team rosters, season results and other similar information for use on VIP products.
- The WIAA grants VIP the right to use WIAA's proprietary marks and indicia on VIP products and marketing materials. VIP acknowledges the validity of the proprietary marks and indicia of the WIAA and acknowledges they are the sole property of the WIAA. VIP shall use the proprietary marks and indicia only in the exercise of the rights granted under this Agreement, including sales made after the expiration or termination hereof.

Event Coverage

Fall Sports

Girls Golf

Girls Individual Tennis

Girls Team Tennis

Girls Cross country

Girls Volleyball

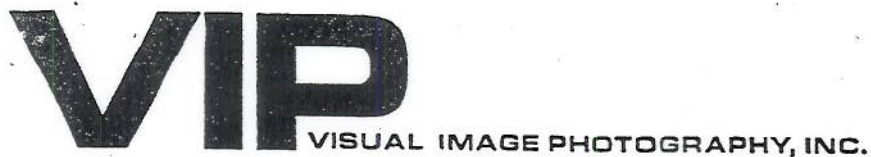
Girls Swimming & Diving

Boys Cross Country

Boys Soccer

Boys Volleyball

Boys Football



Page 5

Winter Sports

Girls Hockey
Girls Gymnastics
Girls Basketball

Boys Swimming & Diving
Boys Wrestling
Boys Hockey
Boys Basketball

Spring Sports

Girls Track
Girls Soccer
Girls Softball

Boys Individual Tennis
Boys Team Tennis
Boys Track
Boys Golf
Boys Spring Baseball
Boys Summer Baseball

Company Representatives Handling the Project

- Tom Hayes – President & CEO
- Michael Barton – CFO
- Bruce Brunner – Sales Manager
- Brian Hurley – Chief Photographer
- Jennifer Fredericks – Customer Service
- Meghan Blaney – Graphics Designer

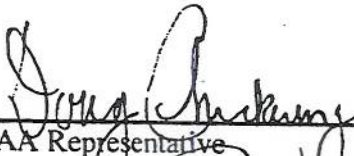
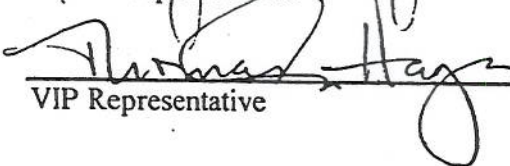


VISUAL IMAGE PHOTOGRAPHY, INC.

Page 6

Term of the Agreement

This document sets forth an Agreement between the Wisconsin Interscholastic Athletic Association ("the WIAA") and Visual Image Photography, Inc. ("VIP") regarding photography and related services to be provided by VIP beginning October 1, 2008 and ending September 30, 2013. This Agreement may be terminated without cause by either party upon written notice given not later than July 1 in any year during the term hereof, to be effective as of September 30 of such year.

	Executive Director	10-21-08
WIAA Representative	Position	Date
	President	11-12-08
VIP Representative	Position	Date

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.**

Plaintiffs,

Case No. 09-cv-0155

v.

**GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,**

Defendants.

AFFIDAVIT OF TIM EICHORST

I, Tim Eichorst, hereby declare,

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto.
2. I am the majority shareholder of American Hi-Fi, Inc., d/b/a When We Were Young Productions (“WWWY”).
3. WWWWY was incorporated in 2002.
4. WWWWY is a video production company located in Waunakee, Wisconsin.
5. My background is in technology. In about 2000, I started filming high school football games as a hobby. Based on my technology background, I taught myself how to create and edit the films. The more I did it, the more proficient I became at it.
6. I researched high school sports, and realized that I could connect the growing technology to the industry and cater to the growing interest in high school sports.
7. I decided to start my own business focused on high school sports. Thus, I started WWWWY as a means to formally pursue a business involving what I had been doing as a hobby.

8. My initial idea was to make highlight videos for a high school sports team. I did that for a year, and lost hundreds of thousands of dollars. I soon realized that I could not charge enough for the sale of the DVDs to cover the cost of production. I began to think about a larger platform for producing and distributing high school athletic events.

9. Through my involvement with high school sports, I knew of Doug Chickering, the Executive Director of the Wisconsin Interscholastic Athletic Association (“WIAA”). I looked at the distribution of WIAA tournaments and knew that distribution was very limited. I was interested in an introduction to Mr. Chickering, so I contacted Pat Richter, the Badger Athletic Director, and asked him to introduce me to Mr. Chickering.

10. I first met Mr. Chickering at a state football tournament in the fall of 2003. We briefly discussed producing and distributing WIAA tournaments. We agreed to meet again in December of that year to discuss these issues in more detail.

11. In December of 2003, I met with Mr. Chickering and Todd Clark, the Director of Communications for the WIAA. I shared with them my vision and goals for high school sports, which was to produce and mass distribute high school sporting events. We had theoretical discussions at that point.

12. These discussions led to the signing of a Letter of Intent in May 2004 between the WIAA and WWY to pursue a formal contract granting WIAA programming rights to WWY. The Letter of Intent described conceptually how I expected the partnership to work, with the understanding that many details would need to be worked out and discussed. The Letter of Intent described the mutual interest between the WIAA and WWY to work together under a long-term contract to produce and distribute WIAA sports events. The general understanding was that WWY would have the exclusive right to produce and distribute all WIAA playoff and

tournament events, except those under a pre-existing contract, for live or tape delayed programming. WWY would pay the WIAA a fee, to be determined, for those rights.

Distribution formats would include broadband, cable, network and physical media. Attached hereto and incorporated herein by reference as Exhibit A is the Letter of Intent.

13. After the Letter of Intent, I worked on researching and proposing a business plan for the partnership between WWY and the WIAA for production and distribution of WIAA sports events. I researched technology, evaluated requirements for capital, equipment, facilities, and personnel, and prepared an estimate of costs and revenues.

14. Based on this work, in about early 2005, I made a formal proposal to the WIAA for the production and distribution of WIAA athletic events. Attached hereto and incorporated herein by reference as Exhibit B is the PowerPoint presentation that I prepared and gave to the WIAA.

15. The proposal was for WWY to deliver broadcast quality video production of WIAA events, to distribute these products through all physical, electronic, and broadcast media, and to establish the WIAA as a progressive thought leader. To do that, my plan was to organize a management structure in the field to tape the events. I described the specific field equipment I would use, including the number and types of Camcorders, computers, and associated accessories, and provided an estimate of WWY's cost for this field equipment. To produce the films, I would construct or acquire a state of the art production facility, acquire hardware and software, and provide all technical staffing. I budgeted three million dollars for the acquisition of corporate equipment for the production facility. In addition, I would work on marketing efforts in conjunction with the WIAA, and would develop and launch a web site for the distribution of WIAA events.

16. I had thought a lot about the economics of this venture, and I explained in the proposal how the economics would work. The WIAA and its members would have no financial commitment to the venture, but would have the opportunity to earn royalties based on distribution revenues. WWY would assume the financial responsibility for the venture. WWY expected to break even on (and not profit from) “hard media” items, such as the game films, highlight videos, documentaries and still photography, which would be priced in a manner to be affordable to the consumer. WWY expected to make profits on “broadcast media,” including such things as real-time game feed, broadcast TV highlight feeds, and studio production of weekly TV shows.

17. Based on this proposal, WWY and the WIAA entered into a Production Rights And Distribution Agreement (“the Agreement”). Attached hereto and incorporated herein by reference as Exhibit C is the Agreement. The Agreement was fully executed in May of 2005, and lasts for a term of ten (10) years.

18. The Agreement gives WWY the exclusive right to produce, sell, and distribute all WIAA tournament series and championship events for all WIAA sports, except those under existing contract.

19. In addition, WWY was granted the rights to market the partnership with the WIAA; to use the WIAA trademark, logo and name for marketing purposes; and to establish an online website for marketing and distribution.

20. In the Spring of 2007, we started live streaming WIAA athletic events on a web portal, wiaa.tv. Todd Clark and I had talked about streaming for at least two years before we got it up and running. I thought it was a key part of the strategy for the branding and marketing of the WIAA. I believe the destination point for WIAA events needed to be branded as part of the WIAA,

and that the market for that product should attach itself to that brand. Thus, we called the web portal “wiaa.tv.” The WIAA has control over what goes on and around the website, to ensure it supports and is consistent with the mission and purpose of the WIAA.

21. Our website, wiaa.tv, is a video-only site. There is limited advertising on wiaa.tv.

WWWY does not make any money from the streaming of WIAA events on wiaa.tv. The expenses that WWWY incurs to operate wiaa.tv are offset by WWWY’s distribution contracts.

22. We allow member schools to use wiaa.tv to self-stream their in-season games at no cost.

23. The Agreement provides for production goals, produced either by WWWY directly or through an affiliate, of 100% of state tournaments, 50% of sectional events, and 25% of regional events. Before WWWY, there was no widespread distribution of sectional and regional WIAA events.

24. The Agreement provides for a multi-platform distribution strategy. WWWY agrees to distribute directly, or contract with a distribution agent for WWWY produced events, for live production, live or delayed streaming, video on demand, tape delayed production, and physical media. Examples of distribution platforms include internet based video on demand (web streaming), DSL/Broadband based video on demand, cable based video on demand, satellite based video on demand, cable (live or delayed), satellite (live or delayed), network (live or delayed), and other physical media.

25. The Agreement grants WWWY the right to authorize affiliate production partners for the production of WIAA events. In exchange, WWWY agrees to actively seek out and affiliate all qualified production resources.

26. As part of the affiliate program, I organized a meeting with the executive director of the Wisconsin Association of PEG (Public, Educational and Government) Access Channels

(“WAPC”), to advise the WAPC of our affiliate production program. The program would allow the PEG channels to continue to do what they were doing, which was filming WIAA events and carrying them on their channels, on a fee basis that was less than what the WIAA had been charging. Before the affiliate program, the WIAA had charged \$20 per event for local PEG channels to film and broadcast a WIAA event; under WWY’s affiliate program, WWY charges PEG channels \$50 per year. As part of that fee, WWY takes care of all of the organizational requirements for PEG access, such as making all necessary arrangements with the local school to get the television station set up for production. WWY monitors production and distribution for the WIAA, which did not have the resources for such monitoring. Once the PEG station films the event, they provide a master copy of the film to WWY, which sells the DVDs online, at WWY’s administrative expense. The PEG station gets royalties from the sale. No PEG station has complained about or refused to provide the master copy of the film to WWY.

27. In the fall of 2008 alone, WWY had 59 affiliates through its affiliate program.

WWY has not turned down any request for an affiliate relationship.

28. WWY pays the WIAA a fee for the rights granted in the Agreement based upon a formula. WWY currently pays the WIAA an annual fee of \$60,000. The Agreement grants WWY the right to enforce any violations of the rights in the Agreement.

29. As part of the Agreement, WWY agreed to provide video production resources to the WIAA at no cost to the WIAA. WWY provides the following video production services to the WIAA at no cost:

- a. WWY films, edits, and makes available on waa.tv, the WIAA’s sports meetings, such as the WIAA’s seasonal rule interpretation meetings, so that

members and the public can access such meetings without attending in person, saving time and expense, and increasing participation.

- b. WWY films, and makes available on wiaa.tv live, the WIAA's Annual Meeting, so that the entire membership and the public can hear and watch the annual report from the executive director and discussions regarding key changes without attending in person, saving time and expense, and increasing participation.
- c. WWY produces an annual video that compiles highlights of all state WIAA tournaments throughout the year.
- d. WWY films, edits, and makes available on wiaa.tv, the annual scholar athlete award ceremony held in the spring in Wausau, Wisconsin. WWY gives the award winners a DVD copy of the event.
- e. WWY films, edits, and makes available on wiaa.tv, the annual WASC Spirit of Excellence award ceremony. WWY films interviews of the presenters which it includes in the final production of the award ceremony tape. WWY helps promote the award ceremony at tournaments by showing the tape on the video board at various venues.
- f. At venues where the WIAA hosts championship tournaments, WWY provides live game feed to the video board. Normally, the venue itself charges a large fee to provide live game feed to the video board. Instead of hiring someone from the venue to provide feed to the video board, WWY has two to three extra staff members present at the event solely to work on the video board feed, all at no cost to the WIAA.

- g. WWY produces highlight segments from other WIAA sponsored sectionals or tournaments, and does recaps with video from other WIAA state championship tournaments that it presents on the video board at championship tournaments.
- h. WWY films starting line-up introduction videos and/or team videos that it shows on the video board at all tournaments that have video board capability.
- i. WWY creates public service announcements that the WIAA and member schools can display on video boards at events and that are displayed on wiaa.tv.

30. As part of the business relationship with the WIAA, I have regular interaction with the staff of the WIAA to discuss the industry, the market, and technology. The high school sports market is the primary focus of my business.

31. At the time WWY was negotiating the Letter of Intent and Agreement with the WIAA, Fox Sports Wisconsin ("Fox") saw WWY's product for individual game highlights and, because of its high production quality, was interested in contracting with WWY for distribution of WIAA events. Thus, I started discussing with Fox an agreement where Fox would be a distribution agent for WWY produced WIAA events. Fox required WWY to provide it with exclusive content for distribution as part of any agreement. Thus, Fox waited for WWY to make a formal secondary distribution proposal once WWY had obtained exclusive rights from the WIAA.

32. Thus, contemporaneously with the WIAA Agreement, I proposed a distribution agreement with Fox. Once the WIAA signed the Agreement, the WWY/Fox contract was finalized for Fox's distribution of WWY produced WIAA events. WWY's contract with Fox expires in 2011. As part of the Agreement, events from all WIAA tournaments are distributed for delayed TV through Fox.

33. I have invested millions of dollars in building WWY to be a high quality production company. WWY has broadcast quality technical equipment and several state of the art mobile television trucks for broadcasting.

34. WWY has 10 employees who work full time as producers, directors and editors on producing WIAA events. We also hire from 20 to 30 part-time, seasonal employees who work as camera operators and graphics operators for filming in the field. I also hire two to three part-time employees to operate the feed to the video board, at no cost to the WIAA.

35. To produce a WIAA state championship event, WWY sends multiple cameras manned with camera operators to the tournament. The event is live streamed from the venue on wiaa.tv. Our graphics operators do the live streaming. After the event, the film is brought back to WWY's studio, where we add post-production resources to the film. We create a master tape, which we ship to Fox for delayed broadcast.

36. WWY allows anyone else to produce and distribute a "declined event" for a fee ultimately determined by the WIAA. A "declined event" is a WIAA post-season event to which WWY holds the rights but has declined production. WWY has never rejected a request to produce a declined event.

37. Todd Clark and I worked together to determine the fee for affiliate production of a declined event. I work with seven other state high school athletic associations for producing and distributing their high school athletic events, so I am familiar with how different states address the fee structure. In my discussions with Mr. Clark, he demonstrated knowledge of other state's high school athletic association's policies and practices with respect to the production and distribution of games.

38. The WIAA decided on a fee structure that requires a person or entity to pay \$250 to live internet stream a game produced with one camera, and \$1,250 to live internet stream a game produced with multiple cameras.

39. This fee was determined based on a number of factors. First, it was consistent with or lower than the fees charged by other state athletic associations. Second, we looked at the value of the production and the resources devoted to the production: a one-camera production with no announcer is much different than a multi-camera production, which usually involves a mobile television broadcast truck and announcer, and requires more resources at the venue itself (there is a cost to the host venue to have to accommodate the extra individuals and to provide power for the production truck which is much different than for an individual cameraperson). We also considered the medium, whether internet or TV, and how wide the distribution would be, whether local or world-wide. We determined that the multi-camera production lends itself to a wide internet distribution platform that people are able to see world-wide, whereas a single camera local PEG station production is shown only through the television medium for distribution to the local community.

40. I prepared an analysis for the WIAA of the annual cost of production of WIAA events. I determined that annually, it costs WWVY \$508,806 to fulfill WWVY's contractual commitments to the WIAA, which includes the following categories: WIAA state tournament event production costs in the field; WIAA state tournament event post-field production costs; WIAA channel production; WIAA state tournament venue production; wiaa.tv hosting and management; wiaa.tv live streaming; WIAA sports meeting production; and production of other WIAA meetings.

41. I could not operate WWY at a profit without the exclusive contract with the WIAA. There are no revenues from internet streaming, and WWY expends considerable amounts providing the extra production services to the WIAA noted above. WWY's revenues come from distribution and advertising. WWY's distribution partners, such as Fox, and its television advertisers require exclusive content.

42. In the 2008-2009 sports season, there were 105 WIAA state tournament events, including quarterfinals, semi-finals, and finals. Of those 105, WWY produced and distributed: 76 events through FS Wisconsin (Fox); 76 events through Fox College Sports; 82 events through wiaa.tv live stream; 182 events (some events have multiple copies) through wiaa.tv archive stream; and 182 events through DVDs.

43. When we decide on what event to produce, we always protect the highest level WIAA tournament. The highest level WIAA event will take priority over a lower level event. For example, even if tennis has a smaller market, the tennis finals would take precedence over a sectional event of a more popular sport, like basketball. We commit as much resources to the smaller events as to the larger events.

44. It is my understanding that certain newspapers either streamed or attempted to stream WIAA events in October and November of 2008. These newspapers included *The Post-Crescent*, which streamed four WIAA events on its website in October and November of 2008. These internet streams were made without the consent of WWY, which was not contacted by *The Post-Crescent* for permission to stream. In November of 2008, I contacted *The Post-Crescent* and requested that they remove the unauthorized games from their website, pay the associated rights fee, and provide WWY with the DVD of the game. The newspaper refused and has not paid the rights fee or provided a DVD to WWY.

45. It is my understanding that Gannett alleges its newspapers were not permitted to stream four WIAA football events in November 2008. At no time did Gannett contact WWVY to request permission to stream these events.

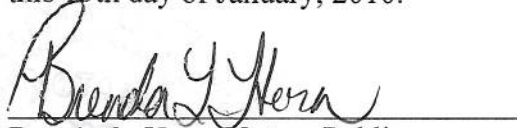
46. I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct to the best of my knowledge.

Dated this 15th day of January, 2010.



Timothy Eichorst

Subscribed and sworn before me
this 15th day of January, 2010.



Brenda L. Horn, Notary Public
Notary Expires: May 19, 2013

EXHIBIT A

Wisconsin Interscholastic Athletic Association

5516 Vern Holmes Drive • P.O. Box 267 • Stevens Point, WI • 54481-0267 • Phone 715-344-8580 • Fax 715-344-4241 • email info@wiaawi.org



May 27, 2004

Tim Eichorst, President
American-HiFi, Inc.
313 W. Beltline Hwy
Suite #31
Madison, WI 53713

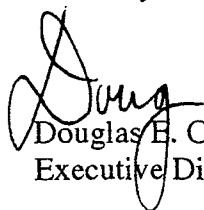
Dear Tim,

Enclosed is the signed Letter of Intent indicating our interest in pursuing a formal contract granting WIAA programming rights to American-HiFi, Inc.

Todd Clark has advised you the reference to "exclusive rights" in the General Terms of Understanding will need further consideration and clarification. We have similar language as well as a "right of first refusal" clause in our existing basketball/hockey agreement with QNI.

I look forward to hearing from you.

Sincerely,


Douglas E. Chickering
Executive Director

Enclosure

cc Todd Clark ✓

AMERICAN-HiFi, INC.

May 21, 2004

Mr. Doug Chickering
Executive Director
WIAA
5516 Vern Holmes Drive
Stevens Point, WI 54481

LETTER OF INTENT

Dear Mr. Chickering,

This Letter of Intent is being written to convey our mutual interest in working together, under a longer-term contract, to produce and distribute WIAA sports programming. This Letter of Intent is not a formal contract or does not infer any contractual obligations by either party.

General Terms of Understanding

- American-HiFi/When We Were Young Productions would reserve the exclusive rights to produce and distribute all WIAA playoff and tournament events, with the exception of any existing state tournament events currently under contract with the WIAA, as of the date of this letter.
- American-HiFi/When We Were Young Productions will agree to pay the WIAA a mutually agreeable fee for these rights.
- Specific events and tournaments may be produced for live or tape delayed programming. In addition, distribution formats may include any or all of the following formats:
 - Broadband
 - Cable
 - Network
 - Physical Media
- The WIAA will agree to assist and participate in efforts to negotiate a content rights contract covering regular season events.
- The content of this Letter of Intent shall be confidential to both parties unless otherwise agreed upon. However, American-HiFi/When We Were Young Productions does reserve the right to share this document with any potential distribution partners we enter into negotiations with.

Doug, I am very excited about the opportunities we discussed this past Monday. I share your passion for high school athletics and the positive messages they deliver. Bringing complete WIAA sports programming to the masses will further enhance this and create additional benefits for all. Clearly there are many details not in this Letter of Intent that would need to be outlined. However, I feel the basic intent is covered.

Please signify your acceptance of this Letter of Intent by signing below. Once agreed, it is our intent to begin formulating formal production and distribution agreements, after which we would formally propose a contract to the WIAA.

Acknowledged and agreed:

By: Tim Eichorst Date: 5/21/04
Tim Eichorst
President
American-HiFi/
When We Were Young Productions

By: Doug Chickering Date: 5-27-04
Doug Chickering
Executive Director
WIAA

EXHIBIT B

Background

- Founded August 2001 by Tim Eichorst
- Beta tested strategy and products with two designated football teams in Fall 2001
- Extensive in field market research and feedback from administrators, coaches, players, and parents
- Currently working with four teams this Winter
- Began recruitment of additional partners
 - Dick Haffele
 - Christian Lamb
 - Mike Young

Agenda

- Background
- Goals
- Plan
- Product Review
- Equipment
- Economics
- Product Demonstration
- Next Steps

Goals

- To deliver broadcast quality video production of all varsity level WIAA sanctioned events for all member schools starting in the Fall of 2002
- To provide professional production education to participating students
- To distribute these products through all means of hard media and broadcast media
- To further establish the WIAA nationally as a progressive thought leader

Plan

Field

- Build management organization to mirror the WIAA
- Begin recruitment of 2 students within every WIAA member school (one sr. and one jr.)
- Organize regional meetings for orientation, education, and training

Plan

Corporate

- Secure construction or acquisition of a state of the art production facility in the Madison area
- Secure acquisition of all hardware and software requirements
- Establish a broad marketing dept. to work in conjunction with the WIAA
- Establish a professional education and training program in conjunction with the State and major hardware/software providers
- Develop and launch a transactional web site
- Complete technical staffing

Products

Hard Media (physical or electronic)

- Game Film
- Highlight Videos
 - Team
 - Individual
- Documentaries
- Still Photography
 - Print media

Products

Broadcast Media

- Real-Time game feeds
- Broadcast TV highlight feeds
- Studio production of weekly TV shows
- Delayed satellite distribution of game films

Field Equipment

- 3 CCD Digital Camcorder
 - Canon XL1S or Sony DSR-PD150
- Apply Power Mac G4 or Powerbook w/standard software
- All associated accessories and media
 - Optional lens
 - Tripod/Steady Stick
 - Battery
 - Case
 - Labeler
- Approximate cost of hardware/software configuration
 - \$6000/config (500 sets)

Economics

Strategy

- Partners (WJVA and member schools)
 - Zero hard dollar financial commitment
 - Royalties earned based upon product sales
 - Camera operator wages
- Products
 - Hard Media
 - Affordable for the consumer
 - Break even for the company
 - Broadcast Media
 - Profit center

Corporate Equipment

- TBD - Budgeting for ~\$3M

Example Event P/L

Assumptions: \$15 per game film, \$5 per photo, 15% royalty

Single Event	Qty	
Expenses		
Field Production		\$45.00
Corporate Production		\$45.00
Equipment/Training		\$45.00
Media/Shipping		\$15.00
Total		\$150.00
Revenue		
Game Films	10	\$150.00
Still Photography	5	\$25.00
Sub-Total		\$175.00
Royalty-15%		(\$26.25)
Total		\$148.75
Net		(\$1.25)

Product Demonstration

- Game Film
- Highlight Film
- Documentary
- Still Photography

Next Steps

- Extended due diligence with the WIAA and select schools
- We desire a marketable and mutually beneficial partnership agreement with the WIAA for this endeavor
- Tim Eichorst
 - Phone - (608)836-0377
 - Email - badger23@aol.com

EXHIBIT C



Production Rights and Distribution Agreement between the Wisconsin Interscholastic Athletic Association (WIAA) and American-HiFi, Inc. dba When We Were Young Productions (WWWYP)

General Terms of Agreement

I. RIGHTS

- (a) American-HiFi/When We Were Young Productions will be granted the exclusive right to produce, sell, and distribute all WIAA tournament series and championship events for all WIAA sports with the exception of existing contracts as of the date of this contract. These rights also include the existing WIAA film library housed in Stevens Point.
- (b) American-HiFi/When We Were Young Productions will be granted the joint right to produce, sell, and distribute, on a delayed basis, all WIAA tournament series and championship events for all WIAA sports under an existing contract as of the date of this contract. These joint rights require approval from both the WIAA and the existing contract holder as of the date of this contract.
- c. American-HiFi/When We Were Young Productions will be granted to right to market this partnership and to use the WIAA trademark, logo, and name to promote these efforts.
- d. American-HiFi/When We Were Young Productions will be granted the right to establish an online property containing the name WIAA for use of marketing and distributing WIAA tournament series and championship content.
- e. American-HiFi/When We Were Young Productions will be granted the right to legally enforce any violation of these production, sale, and distribution rights by a third party.
- f. American-HiFi/When We Were Young Productions will be granted the right to authorize affiliate production partners for the production of WIAA tournament series and championship events.

II. CONTENT PRODUCTION

- a. American-HiFi/When We Were Young Productions will agree to produce directly or through an affiliate all WIAA tournament series and championship events. Our production goals would be as follows for all sports:
 - i. 100% of all state tournaments
 - ii. 50 % of all sectional events
 - iii. 25 % of all regional events
- b. Event production will vary and may include any of the following:
 - i. Single camera high location
 - ii. Single camera low location
 - iii. Multiple camera mixed
 - iv. Special edit

Production enhancements may include play-by-play commentary, slow motion replay, and special graphics. Each event strategy will be spelled out in advance and budgeted out as noted in the **Revenue** section of this contract.

- (c) American-HiFi/When We Were Young Productions will act as an agent of the WIAA in the event that a third party expresses interest in the production, sale, or distribution of any WIAA tournament series or championship event that American-HiFi/When We Were Young Productions holds rights to.





- d. American-HiFi/When We Were Young Productions will agree to actively seek out and affiliate all qualified production resources that have a history of producing WIAA tournament series or championship events.
- ✓ e. American-HiFi/When We Were Young Productions will agree to actively involve local student resources in our production efforts, whether directly by us or through an affiliate, to ensure educational and cooperative benefits for the individual students and their schools.

III. CONTENT DISTRIBUTION

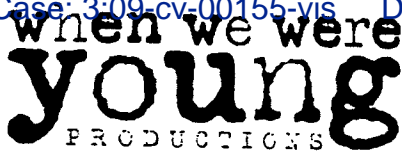
- a. American-HiFi/When We Were Young Productions will agree to establish a multi-platform distribution strategy and will agree to directly distribute or contract with a distribution agent for all WIAA tournament series and championship events. These agreements would include live production, live or delayed streaming, video on demand, tape delayed production, and physical media. Examples of distribution platforms are as follows:
 - i. Internet based video on demand (web streaming)
 - ii. DSL/Broadband based video on demand
 - iii. Cable based video on demand
 - iv. Satellite based video on demand
 - v. Cable (live or delayed)
 - vi. Satellite (live or delayed)
 - vii. Network (live or delayed)
 - viii. Physical Media
- Ⓛ The WIAA will reserve the right to review, modify, or reject any terms of these distribution agreements, which do not support the purpose and mission of the WIAA and our mutual partnership.

IV. SPONSORSHIPS

- a. American-HiFi/When We Were Young Productions will be granted the right to solicit and contract with sponsors that adhere to the WIAA guidelines as published.
- b. American-HiFi/When We Were Young Productions will be granted the right to place and promote these sponsors on all forms of content distribution and market them as joint WIAA and WWWYP sponsors.

V. REVENUE

- a. American-HiFi/When We Were Young Productions agrees to pay the WIAA a rights fee based on the following formula:
 - i. WWWYP will establish a tournament/event production cost that encompasses all business related expenses to produce the tournament or event.
 - ii. WWWYP will receive 100% of all revenues generated by the distribution of the tournament/event up until all of the costs have been recaptured.
 - iii. All revenues generated after the tournament/event cost has been recaptured will be split 50% to the WIAA and 50% to WWWYP with the exception of physical media sales.
 - iv. All sales of physical media after the initial cost has been recaptured will be split 20% to the WIAA and 80% to WWWYP.
- b. The WIAA shall be the sole overseer of any funds distribution (if any) to participating schools.
- c. American-HiFi/When We Were Young Productions will be responsible for the collection and clearing of revenues generated for content distribution.



- d. Monthly status reports will be delivered to the WIAA. Collected funds will be distributed to the WIAA on a monthly basis.
- e. All revenues generated by solicitation of sponsor contracts will be split 30% to the WIAA and 70% to WWWYP. Funds will be distributed immediately upon collection.

VI. MISCELLANEAUS

- a. American-HiFi/When We Were Young Productions will agree to provide video production resources to the WIAA upon request and at no additional cost to the WIAA. These would include:
 - i. Taping and duplication of WIAA meetings and corporate events
 - ii. WIAA promotional videos
 - iii. Tournament highlight trailers
 - iv. Video board content
- b. The WIAA will agree to provide free advertising in all tournament materials and verbally promote our partnership and products at all venues and the WIAA website.
- c. The WIAA will agree to provide preferred credentials and access to American-HiFi/When We Were Young Productions at all WIAA tournament series and championship events and venues.
- d. The term of this agreement will be for 10 years from the date of signing.

Please signify your acceptance of these General Terms of Agreement by signing below.

Acknowledged and agreed:

By: TEA Date: 5/25/05
 Tim Eichorst
 President
 American-HiFi/
 When We Were Young Productions

BY: [Signature] Date: 4-26-05
 Doug Chickerling
 Executive Director
 WIAA

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.

Plaintiffs,

Case No. 09-CV-0155

v.

GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

Defendants.

**DECLARATION OF JAMES L. HOYT, PH.D.
IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

I, James L. Hoyt, Ph.D., am a Professor Emeritus at the University of Wisconsin, Madison, School of Journalism and Mass Communication. I make this declaration in support of Wisconsin Interscholastic Athletic Association ("WIAA") and American-HiFi, Inc.'s ("WWWY") Motion for Summary Judgment. I state that the following is true to the best of my knowledge and belief:

1. I have been asked by attorneys for the Wisconsin Interscholastic Athletic Association ("WIAA") to examine the WIAA's policies related to the internet transmission of its WIAA Tournament events. My opinion is limited to the WIAA's policies related to transmission via internet of WIAA Tournament events, defined herein. I expect I may provide testimony at trial that conveys the opinions as set forth in this declaration. My compensation for these and other future activities, including testifying at deposition and trial, is \$250 per hour. My compensation is not in any way dependent on the outcome of this litigation. I have prepared two expert reports

in this matter and the opinions expressed in those reports are consistent with the opinions expressed in this declaration.

2. In forming the opinions presented in this declaration, I have studied the WIAA's media policies related to internet transmission of WIAA events and the WIAA Senior Handbook, and the pleadings filed in this case. (Declaration of Autumn N. Nero in Support of Plaintiffs' Motion for Summary Judgment, hereinafter "Nero Decl.," at Exs. 2-5) In addition to the materials cited in this declaration, a complete list of materials I relied upon in reaching the opinions expressed in this declaration is attached as Exhibit 1 to the Declaration of Autumn N. Nero.

3. I have not testified as an expert in the past four years.

4. I received a B.S. in journalism from the University of Wisconsin, Madison ("UW") in 1965, a M.S. in Journalism and Mass Communication also from the UW in 1967, and a Ph.D. from the UW in Mass Communication in 1970. I am currently a Professor Emeritus at the UW School of Journalism and Mass Communication, where I have been on faculty since 1973.

During my time at the UW, I have served as, *inter alia*, Director and Associate Director of the UW School of Journalism and Mass Communication. I also served as Head of the school's Broadcast News Sequence. Prior to joining the UW faculty, I was an assistant professor at Indiana University from 1970-73, where I held a joint appointment in the department of journalism and the department of telecommunication.

5. I have held a number of administrative positions at the UW, including Chair of the UW Athletic Board from 1991 to 2000, and I was a Member of the UW Athletic Board from 1990 to 2000. I was also a Member of the UW Athletic Department Committee on Broadcast Exclusivity in 1989, which was tasked with developing and implementing a policy for exclusive radio broadcast rights for UW athletics, in particular football and men's basketball.

6. Specific to intercollegiate athletics, I served as the UW NCAA Faculty Athletics Representative from 1991-2000, as a Member of the NCAA Core Course Review Committee from 1996-2000, and as a Member of the NCAA Legislative Review Committee from 1994-98. I was also a Member of the NCAA Certification site visit team at three different universities. Within the Big Ten Conference, I served as the UW Faculty Athletics Representative from 1991-2000, the Co-Chair of the Joint Group Executive Committee from 1997-99, and on the Rules and Legislation Committee from 1993-2000. Finally, within the Western Collegiate Hockey Association, I served as Chair of the Executive Committee from 1995-97 and on the Television Committee from 1992-99.

7. In addition to my experience in academia and educational administration, I have served as a reporter, producer, and editor to a number of broadcast news organizations. Between 1965 and 1967, I was a part-time reporter for WTMJ-TV Milwaukee, and a part-time sports anchor for Badger Sports on WHA-TV Madison. As a part of my work with WTMJ-TV, I was responsible for reporting on athletic events such as UW football, basketball, and track and field. For WHA-TV Madison, my responsibilities also included independent contract work covering the WIAA State Boy's basketball tournament. During the summer of 1971, I worked as a full-time law enforcement reporter for the *Daily Herald-Telegram* in Bloomington, Indiana. During the summer of 1972, I was a full-time news producer/editor for NBC News in Washington, D.C., during which time I worked with such persons as David Brinkley, Garrick Utley, Carl Stern, and Bill Monroe. I later continued my work with NBC News as a consultant for The Today Show and for NBC Nightly News with Tom Brokaw.

8. I have served as a consultant to all of the then NBC owned broadcast news stations, which were WNBC-TV, New York; WMAQ-TV, Chicago; WRC-TV, Washington; KNBC-TV,

Los Angeles; and WKYC-TV, Cleveland. In addition, I have consulted for a number of local stations including WTMJ-TV, Milwaukee; WMTV, Madison; KCAU-TV, Sioux City; WTRF-TV, Wheeling; WHOI-TV, Peoria; WSAW-TV, Wausau; KOSA-TV, Odessa, TX; and WAOW-TV, Wausau. As a part of these consulting activities, I conducted audience research addressing the station's overall newscasts, including news, weather, and sports.

9. A copy of my curriculum vitae is attached as Exhibit A to this declaration. As detailed therein, I have published numerous articles and authored book chapters on broadcast news writing, mass media, and cameras in the courtroom. I have at least thirty-five years experience teaching news gathering and mass media. I have been the recipient of numerous honors, including induction into the Wisconsin Broadcasters Hall of Fame in 2007, was named the International Radio and Television Society's Frank Stanton Fellow in 2001, and have been listed annually in Who's Who in America since 1986. In addition, in 1989 I was selected to participate in the Leadership Institute for Journalism Education, underwritten by Gannett Co., at the Freedom Forum Center for Media Studies at Columbia University.

10. I do not purport to be an expert in First Amendment law. However, I do believe I am an expert in the real world of practical mass media, including accommodations, compromises, and resolutions that various forms of news media, including print and broadcast media, regularly and routinely make in order to facilitate, permit, protect and, maximize news gathering and news reporting.

11. In preparation of my expert reports, I have discussed with counsel for the WIAA the applicable legal standards to a First Amendment claim. My understanding of these standards is addressed below.

12. It is my understanding from review of the pleadings in this case that the Wisconsin Newspaper Association and Gannett Co. (collectively “Gannett”) have asserted that the WIAA’s policies related to internet streaming of its state tournament sporting events violate its rights under the First Amendment of the United States Constitution. In order to prevail on this contention, I understand that Gannett must prove, among other things, both that the WIAA is a “state actor” and that the WIAA events take place in what is referred to by courts as a “public forum.” I understand that the WIAA disputes both of these issues.

13. It is also my understanding, however, that that the First Amendment allows “state actors” to place reasonable “time, place, and manner” restrictions on speech within “a public forum,” provided that such restrictions are “narrowly tailored” to serve a significant government interest and leave open sufficient alternative channels to communicate the information at issue. The opinions expressed herein are intended to address these issues in the context of the facts of this case as I understand them.

14. I have reviewed the 2008-09 and 2009-10 WIAA Senior High School Handbooks and the 2008-09 WIAA Media Policies and Reference Guide, in particular the policies related to internet transmission of WIAA tournament events. In addition, I have spoken with Todd Clark, Director of Communications for the WIAA, regarding these policies. My understanding of the WIAA and its internet transmission policies is based on these discussions, the pleadings in this case, and the handbooks I have reviewed, and is detailed in the following paragraphs.

15. The WIAA is an unincorporated, nonprofit organization of member schools located in the State of Wisconsin whose purpose is to organize, develop, direct, and control an interscholastic athletic program that promotes competitive, educational and financial opportunities for member schools. (Nero Decl., Ex. 2). These opportunities include participation in post-season WIAA-

sponsored, controlled, and funded sports tournaments, which are separate from regular season games. Affidavit of Todd C. Clark (“Clark Aff.”) ¶ 3.

16. Both the WIAA 2008-09 and 2009-10 Senior High School Handbook include Spectator/Crowd Conduct Policies. (Nero Decl., Exs. 2 at 48-51 and 3 at 48-49). The 2008-09 Senior Handbook also contains Radio and Television Broadcast Policies, which relate only to the WIAA State Tournament series events, i.e., regional, sectional, and state level tournament events. (Nero Decl., Ex. 2 at 50-51) According to these policies, television and cable broadcasters must request permission to broadcast games. (Nero Decl., Ex. 2 at 51) Similarly, the 2009-10 Senior High School Handbook contains Video Transmission Policies, which apply to broadcast, cable, and Web stream during the WIAA State Tournament Series. (Nero Decl., Ex. 3 at 51) These policies prohibit any live or delayed television or internet streaming of WIAA State Tournament Series events without permission from the WIAA or an authorized (by the WIAA) person or entity, which varies depending on event. (Nero Decl., Exs. 3 at 51 and 2 at 51)

17. It is also the WIAA’s policy, however, to permit commercial stations covering WIAA State Tournament Series for “newscast purposes,” without paying a fee, to (1) use tournament action as a backdrop for live actions reports (provided no play-by-play is used); and/or (2) use up to two minutes of film, videotape, etc. on a regularly scheduled news or sports program. (Nero Decl., Exs. 3 at 51 and 2 at 51).

18. The WIAA has also issued a 2008-09 Media Policies Reference Guide (“Media Guide”) “to assist media with requesting/issuing of working media credentials . . . the use of equipment by news gathering media and the comprehension of WIAA property rights for State Tournament Series competitions.” (Nero Decl., Ex. 4 at 1) These include policies for radio, television, cable, and internet, and apply only during the WIAA-State Tournament Series, which includes regional,

sectional, and state final tournaments. (Nero Decl., Ex. 4 at 10). These policies define the term “broadcast” as “the airing/streaming . . . the entire duration of tournament games.” (Nero Decl., Ex. 4 at 11)

19. Although “live coverage” of tournament events is not permitted absent permission, consistent with the 2009-10 Senior High School Handbook, commercial television stations and websites covering the WIAA State Tournament Series for “newscast purposes” are permitted use of two minutes of film, video or audio tape for regularly scheduled news, sports programs, or websites, and may use tournament action as a backdrop for live actions reports, provided no play-by-play is used. (Nero Decl., Exs. 4 at 12 and 5 at 11-12). No fees are required for tape-delayed broadcasts or streams for schools wishing to air games on their school’s educational channel on local cable systems or the school’s website. (Nero Decl., Ex. 4 at 12).

20. Beyond this, parties who wish to broadcast or internet stream State Tournament Series events are required to obtain permission from the rights holder. (Nero Decl., Ex. 4 at 16). It is my understanding that the WIAA has entered into an exclusive contract with When We Were Young Productions (“WWWY”) for the internet streaming rights to all pre-state Tournament Series events for all sports (i.e., regional and sectional events) and all State Tournament events (i.e., finals) excluding football, basketball, and hockey finals; that Fox Sports Wisconsin (“Fox”) has the exclusive rights to State Football Championship games; and that WAOW-TV/Quincy Newspapers, Inc. (“Quincy”) has the exclusive rights to the Boys and Girls Basketball State Tournaments and Hockey State Finals. (Nero Decl., Ex. 4 at 16). I have been provided each of these contracts, which were attached to the initial complaint in this matter.

21. In addition to policies related to video transmission of games, the WIAA has adopted policies that allow for media access to communication lines (i.e., telephone, high-speed, and

wireless connections) at State Tournament venues (Nero Decl., Ex. 5 at 6), photography (Nero Decl., Ex. 5 at 6), radio or other audio broadcast (Nero Decl., Ex. 5 at 10-11, 13-14, 17), and post game interviews. Under these policies, subject to some limitations, newspapers are offered up to five media credentials for daily papers (two for weekly newspapers), which allows reporters access to communications lines for a fee of \$25-30, permits the taking of pictures for reporting (Nero Decl., Ex. 5 at 6-8), and allows for post-game interviews of players and coaches (Nero Decl., Ex. 5 at 8-10).

22. I have reviewed the policies of the WIAA related to internet transmission of the WIAA Tournament events, and, in my opinion based on more than forty years in the field of broadcasting and journalism, these policies are reasonable, strike a proper balance between news and broadcast entities seeking to report on the events and/or live broadcast from the events, and are consistent with those generally used by sports teams, organizations, and leagues, including public educational institutions. In my opinion, these policies do not unreasonably restrict newspapers from reporting on these events or from covering these events in a comprehensive way. Exclusive rights agreements for television, radio, and internet such as the ones employed by the WIAA, are commonly used by athletic teams, leagues, and organizations. Such agreements are frequently used by public education institutions to generate funds to support a broad array of athletic participation opportunities for student athletes. In my opinion, the WIAA's policies properly serve this function while simultaneously and reasonably permitting access to the broadcast and print media. These policies are intended to and do balance and reasonably accommodate the otherwise potentially competing and inconsistent interests of the WIAA and member schools to receive financial benefits from these events and the desire of the media to report on these events.

23. Based on my experience in intercollegiate athletics administration, protecting broadcast rights and awarding them on an exclusive basis is clearly a major financial underpinning of college sports. As a member of a variety of committees over the years, I have been a party to discussions and deliberations which have led to exclusive contracts between universities and/or conferences and rights holders. Specifically, in 1989 I was a member of the UW Committee on Broadcast Exclusivity, which determined there was a substantial value to the UW by awarding exclusive rights for radio broadcasts of football and men's basketball games, and solicited and awarded exclusive rights for the first time at the UW. (Nero Decl., Exs. 6-8) As a part of our discussions, it is my recollection that we reviewed the broadcast policies of other Big Ten universities, and determined that UW's policy of non-exclusivity was inconsistent with the policies of other institutions, which allowed for exclusive broadcast rights thereby gaining substantial additional revenue. The committee therefore changed a long-standing UW non-exclusive policy that permitted virtually any radio station to carry games so long as they paid a modest rental fee for a broadcast booth. (Nero Decl., Exs. 7-8)

24. I have also participated in discussions within the Big Ten Conference Joint Group (the athletic directors and faculty representatives) regarding the conference policy that awards exclusive television rights for multiple sports to one or more of the major national networks. Universities in the Big Ten assign their television and broadband rights to the Big Ten Conference, which then enters into exclusive license agreements for the Conference. Revenues from these contracts are then divided among the Conference members. For example, the Big Ten currently licenses Big Ten Football coverage to Disney, i.e., ABC and ESPN, for a substantial (but confidential) fee. This agreement lasts from 2007-2017. (Nero Decl., Ex. 9) For

the past two years, since the advent of the Big Ten Network, games that are declined by Disney are carried on the Big Ten Network. (Nero Decl., Ex. 10)

25. In addition, as a member of the Television committee of the Western Collegiate Hockey Association, I was involved in discussions that led to the awarding of an exclusive television contract for televising and/or streaming all WCHA Tournament Games—opening round and Final Five. (Nero Decl., Ex. 11) Much like the WIAA, it is my understanding based on my participation in the administration of the WCHA that the WCHA is funded primarily through revenues derived from its tournament events, i.e., the opening round and Final Five. Thus, the purpose of the awarding of this exclusive contract was to increase revenues of the WCHA.

26. Prior to the awarding of exclusive rights at the UW, individual radio stations could rent a booth and broadcast football and basketball games on their own. In 1988-89, that rental rate was a minimum of \$550 per game. (Nero Decl., Ex. 7) According to records from the UW Committee on Broadcast Exclusivity, revenues from radio of football and basketball for the years 1983-88 were as follows:

		<u>Football</u>	<u>Basketball</u>	<u>28 Games</u>
1988	11 Games Home & Away	\$ 99,905.86	\$6970.00	88-89
1987	11 Games Home & Away	99,041.48	7700.00	87-88
1986	12 Games Home & Away	108,372.48	8130.00	86-87
1985	11 Games Home & Away (increased rate)	87,478.45	3360.00	85-86
1984	11 Games Home & Away	77,713.86	4380.00	84-85
1983	11 Games Home & Away (recipical arrangement started)	72,777.00	4350.00	83-84

(Nero Decl., Ex. 8) The UW's initial estimate was that an exclusive license agreement would *triple* radio broadcast revenue. (Nero Decl., Ex. 6) In fact, Wisconsin's most recent renewal with

its current radio rights holder, Learfield Communications, is for *\$75 million* over 12 years, far exceeding initial estimates.¹ (Nero Decl., Ex. 12) Clearly, there is a value to a school, league, tournament, or sponsor in protecting and awarding exclusive broadcast rights.

27. In April of 2007, the University of Wisconsin-Madison extended its multi-media rights contract with Learfield Sports for an additional 12 years, through June 30, 2019. Under this contract Learfield will pay the UW Division of Intercollegiate Athletics in excess of \$75 million in guaranteed rights payments.

28. This contract granted to Learfield the exclusive rights to produce and distribute radio broadcasts of Badger football, basketball, and hockey games on a statewide network. Under the same contract, Learfield also acquired the multi-media rights to create marketing opportunities including television, venue signage, retail promotions, and uwbadgers.com, among others. The contract did not include multi-media rights to stream or archive UW athletic events on the web.

29. In October of 2009, the UW Athletic Department and Learfield amended the original contract to explicitly add live streaming internet rights for a five-year period, through June 30, 2014. In carrying out this additional contract provision, Learfield has contracted with CBS Sports to produce and manage on-line content, including live streaming of available games under this contract.

30. Under the supplementary agreement, Learfield now sells monthly access to the public for \$9.95/ month, or annual access for \$79.95/year. For this amount subscribers receive live audio streams of home and away football games, home and away men's and women's basketball games, and home and away men's hockey games. In addition, subscribers receive streams of all

¹ In addition to radio, this contract covers expanded rights, including additional sports (e.g., women's basketball and hockey), game programs, and inventory such as stadium signage.

coaches' shows and live streams of available games, news post-game news conferences, etc.

The complete description of the available content is included as Nero Decl. Ex. 17.

31. All coverage distributed in this manner on the web is subject to the same limitations as all other exclusive Learfield productions. The relevant wording is as follows:

Unless expressly authorized in writing by the University of Wisconsin Division of Intercollegiate Athletics (UW) and/or the Big Ten Conference (BTC), the use, distribution, adaptation, display, performance, or publication in any form of any photograph, video, film/tape, audio, drawing, account or description of the event or any excerpt of the foregoing... shall be expressly prohibited.... All ownership, copyright, and property rights in the event and in any telecast, photograph, broadcast, transmission or recording thereof shall remain the sole property of the UW and/or BTC, unless otherwise conveyed by separate written agreement between the UW and/or BTC and broadcast partner, and no such rights are conferred or intended to be conferred or created on behalf of any other person or entity by the issuance of (a) credential and access to the event.

32. The amendment of the UW-Learfield contract to include exclusive Internet streaming rights is consistent with the practice of the UW, the Big Ten Conference, the NCAA, and other intercollegiate athletic organizations, who rely upon exclusive rights contracts to generate revenue. These exclusive rights contracts also increase opportunities for participation in many sports and increase public exposure for less visible sports.

33. In my opinion, the contract between the WIAA and WWY for exclusive internet streaming rights is also consistent with these goals.

34. UW's policies are consistent with other public universities throughout the country in that the value of the exclusive broadcast rights is a key component in the business plan for athletics,

which I have reviewed in my work with the above-noted committees. Learfield alone has agreements with more than 50 universities and conferences related to radio sports coverage.

(Nero Decl., Ex. 13) The exclusivity of UW's broadcast rights is similar to that of other large public universities. This is common practice. It is nothing out of the ordinary for organized sports.

35. In my opinion, the UW's exclusive license agreements and those of other universities and conferences are comparable to the exclusive license arrangements of the WIAA related to internet transmissions of WIAA Tournament events.

36. It is my opinion that the WIAA's exclusive rights agreements, in particular its agreement with WWVY productions, provides much needed funding for the WIAA. The WIAA therefore has a substantial interest in this contractual arrangement.

37. It is my understanding that the contract with WWVY productions was entered into in part due to budgetary needs of the WIAA. Clark Aff. ¶ 4-7. According to the WIAA, in 2004 it was informed by Quincy, carrier of Boys and Girls State Basketball State Tournament and Hockey State Finals Tournament, that it could not afford to continue to pay the amount included in the rights agreement. Clark Aff. ¶ 4. The WIAA accordingly sought out other sources of revenue. Clark Aff. ¶ 4. In 2005, the WIAA was approached by WWVY with the idea of transmitting WIAA games over the internet. Clark Aff. ¶ 7. At the time, it is my understanding that no television station carried games other than the Football Finals, Boys and Girls Basketball, and Hockey Finals, except that in some instances local community access channels would broadcast local games. Clark Aff. ¶ 5. The WIAA was unaware of any internet streaming of games. Clark Aff. ¶ 5. The WIAA thus received no rights fees related to the vast majority of its

sports. Clark Aff. ¶ 5-6. The WWY contract thus represented an entirely new and important stream of revenue for the nonprofit organization.

38. I have been provided with a copy of the WIAA budget from the year 2007-08. (Nero Decl., Ex. 14) The WIAA's tournament events are overwhelmingly the largest source of WIAA operating revenue. Nero Decl., Ex. 14; Clark Aff. ¶ 3. Indeed, by my calculation based on the 2007-08 budget, the WIAA receives approximately 87% of its annual revenues from the WIAA Tournament series. (Nero Decl., Ex. 14) Like the WCHA, the WIAA thus depends on its tournament events to survive.

39. A portion of this operating revenue is derived from its exclusive media rights agreements. In 2008, the WIAA received \$75,000 for the Boys and Girls Basketball State Tournaments and Hockey State finals, \$20,000 for Football State finals, and \$60,000 from When We Were Young Productions for all other tournament events. Nero Decl., Ex. 15; Clark Aff. ¶ 8.

40. In my opinion, were these contracts switched to non-exclusive, this revenue stream would all but disappear. Based on precedent in other leagues and athletic organizations, the value of the media rights rests primarily in exclusivity. Stations and networks are willing to make investments in their coverage in order to enhance the value of their exclusive rights payments.

41. In addition to the \$60,000 paid by WWY in 2008, the WIAA also received \$80,000 from a sponsorship partner. Clark Aff. ¶ 10. A portion of the value of this sponsorship agreement comes from advertising in programming produced by WWY. Clark Aff. ¶ 10. The overall value to the WIAA associated with the contract with WWY is therefore substantially above the \$60,000 paid for the internet transmission rights.

42. Furthermore, it is my understanding that WWY provides additional services to the WIAA as a part of the agreement, including without limitation video production, audiovisual and

graphics support for tournament games such as producing video programming for scoreboards at tournament sites. Clark Aff. ¶ 9. In addition, WWY also provides web transmissions for mandatory WIAA sport rule meetings which allows members, officials, and coaches to view these mandatory meetings remotely thereby avoiding travel, and at their convenience. Clark Aff. ¶ 9. Because it receives these otherwise costly services as a part of the exclusive agreement, the contract with WWY productions is thus of even greater financial value to the WIAA than the amount paid in royalties from WWY.

43. In my experience at the UW and with the Big Ten Conference, the WCHA, and the NCAA, the exclusive rights fees for tournament events generates revenue that is critical for the funding of sports that are unable to produce revenue on their own. In this way, the exclusive rights revenue leads to expanded participation opportunities for student athletes. It is my opinion that the WIAA's exclusive rights contracts perform this same role for the organization, by funding otherwise under-funded and under-exposed sports. In this regard, the WIAA's exclusive rights agreements create opportunities for participation for Wisconsin student athletes that otherwise would likely not exist.

44. The vast majority of the WIAA tournament revenue is derived from basketball and football. (Nero Decl., Ex. 14) In fact, in 2008 the WIAA generated positive net revenues in only basketball, football, wrestling, volleyball, hockey, and soccer. (Nero Decl., Ex. 14) All remaining sports, which include baseball, track, swimming, tennis, gymnastics, cross country, softball, and golf, *operate at a loss* and must be subsidized by the revenue from the more popular WIAA tournament events. (Nero Decl., Ex. 14) The WIAA thus depends in part on its rights agreements to fund otherwise under-funded sports tournaments for less popular sports.

45. Moreover, in my opinion, the WWY exclusive license agreement provides expanded exposure for less visible sports. As noted above, prior to the WWY agreement, these games were carried solely on local cable access, and even then on an irregular basis. Clark Aff. ¶ 5. Thus, by way of example, a resident of Green Bay would only be able to watch a WIAA volleyball tournament game if that game were carried on local cable access in Green Bay. In contrast, under the WWY contract, this game can be made available over the internet to anyone with a computer and internet access on WIAA TV (<http://wiaa.tv/>), a web portal that allows access to WIAA events. Clark Aff. ¶ 8. In fact, whereas in 2004-05 no WIAA events were offered on the internet, in 2008-09 the WIAA web portal transmitted 82 live WIAA events on WIAA TV and 175² offered on archived stream and DVD, of which 134 were under the WWY contract with WIAA. Nero Decl., Ex. 16; Clark Aff. ¶ 8. Thus, in my opinion, the WWY contract has enhanced public access to WIAA events.

46. The WWY contract helps fulfill one of the WIAA's stated objectives, to promote "opportunities for member schools participation." (Nero Decl., Ex. 2 at 14). Prior to entering its contract with WWY, it is my understanding that the WIAA (at the request of participants) had unsuccessfully sought out a carrier for sports other than football finals, basketball, and hockey finals by making inquiries with their existing rights holders. Clark Aff. ¶ 6. In fact, it is my understanding that prior to WWY, no other organization had approached the WIAA with an offer to transmit events via internet at all, let alone to transmit the then-underexposed and less visible sports such as cross country and tennis. Clark Aff. ¶ 7. The contract with WWY thus provided an opportunity for the WIAA to promote a particular group of events and student athletes. Clark Aff. ¶ 7.

² In my initial expert report, I stated that 182 games were offered archived stream. It is my understanding that this may be slightly lower, as stated above. This does not alter my opinion as expressed in my initial report.

47. Finally, in my opinion, were the contract on a non-exclusive basis, it is unlikely these sports would be made available to the non-attending public. Other than WWY, media have not expressed an interest in carrying a full range of the WIAA Tournament events. This is demonstrated in Gannett's complaint, which discusses multiple attempts by newspapers to transmit football *only* from their local area teams. Furthermore, without the economic protection provided by exclusivity, an internet rights holder would be unlikely to invest in and commit the equipment and facilities necessary to produce this number tournament events, in particular those sports which do not normally command significant public attention.

48. Indeed, in this regard WWY's interest in exclusivity, and the WIAA's interest in limiting internet transmissions of its games, is comparable to a newspaper's or wire service's need to protect its product from unapproved use on other websites or publications, or, more directly on point, much like Major League Baseball's interest in prohibiting unauthorized use of the broadcast of its game without the advance written consent of Major League Baseball, which has itself entered into rights agreements related to that content.

49. As someone who has worked long and hard in, and has studied and taught in, the field of news gathering and reporting, and in the field of broadcast journalism, I recognize and profoundly respect the interests and needs of the public, and the eyes and ears of the public (i.e., the media) not only to report on newsworthy events, but to have reasonable access to newsworthy events in order to properly carry out these tasks and responsibilities.

50. However, as a result of my long tenure in this field, I am also firmly of the opinion that "rights of access" to newsworthy events is a relative, not an absolute concept, particularly as it has played out in the context of real life events. That is because of the practical truth of the observation that the "legitimate" rights of one entity inherently conflict with the "legitimate

rights” of another. That is particularly true in the context of sports events and the “reporting” on the same. There is no doubt that there is a news gathering/news reporting aspect to these events. What a team does in an athletic event certainly has public interest and may be “newsworthy.” And, of course, “incidents” at a game, such as a fight or the collapse of bleachers, have their independent “newsworthy” significance.

51. But, in my opinion, it is equally true that the “sponsoring” or “supporting” or “responsible” entity that puts on the event has a rational and realizable interest in maximizing the economic benefit which accrues from the event, i.e., the public sees the event, in part at least, as entertainment and will pay to see it, particularly when the proceeds are invested in promoting other such events, or related events, or activities.

52. The “media” and “sponsoring” schools (or related organizations such as the NCAA and the WIAA) have, at least de facto, recognized these valid, rational and potentially competing interests. What has developed, in my experience, and in my opinion, is a de facto (but is often formalized in contract and licenses) accommodation, or compromise, or “stand off” whereby all interests agree to “reasonable” time, place and manner restrictions – restrictions that are intended to balance these competing “rights” and concerns, while still recognizing the respective legitimacy of the rights and concerns of each of the involved and affected “entities.”

53. For the reasons hereinafter discussed, in my opinion, the identified practices, policies and restrictions that the WIAA has formulated and practiced strike a proper balance and, in this context, constitute reasonable time, place, rules, practices and restrictions.

54. Throughout my years of experience working for broadcast stations and being involved in intercollegiate athletics, I have not encountered ways in which university exclusive broadcast rights policies have hindered media outlets from reporting on games. The only significant

restriction from these policies is on the broadcasting or streaming of the games. Other than that, reporters for print, broadcast, and internet media are free to report on games without significant restrictions on their coverage.

55. In fact, the WIAA's restrictions are typical of those I have encountered in my coverage of games. As a reporter covering UW athletics, I was able to film game action, record relevant statistics and other game information via audio recording and good, old fashioned pen to paper. I had access to coaches and athletes following games to complete game stories and sidebars. The presence or absence of an exclusive broadcast rights policy does not affect any of these basic journalistic practices.

56. Based on my experience, it is common practice for reporters covering athletic events to be restricted to specific locations and to have limitations placed on the equipment they can use, for example, on the ability to originate a radio broadcast. These policies are typically based both on the availability of space and to control the conduct of the game. For example, television and still photographers are given clear limits on where they can work during a game so as to not interfere with the game itself, or simply because of space limitations. You cannot have an unlimited number of television cameras because there is not space for them. Similarly, broadcasters originating game coverage regardless of the type of media (i.e., radio, television, or internet) are accustomed to working within pre-defined space limitations, for example, a broadcasting booth. In my opinion, in virtually all cases, broadcasters and reporters know and respect any exclusive rights agreements that are in place for that event. There is a widely recognized distinction between *covering* a game, which virtually any news organization can do, and *carrying* a complete broadcast or stream of a game, which is limited to the appropriate rights holder.

57. First and foremost, under the WIAA's policies, newspapers are not foreclosed from internet streaming of games. They are able to transmit games if they simply pay the required fee to WWVY. This is in contrast to the exclusive license agreements for television, which defendants have not challenged, and which do not allow the defendants or any other organization the right to transmit live or delayed game coverage in any instance.

58. Second, newspapers have sufficient opportunity to report for their regular editions the details and outcomes of the games, including sidebars, statistics, and other relevant information. As detailed above in paragraphs 14-21, they can report on the games, photograph the events, and have interview access to coaches and athletes. This permits the thorough coverage which the newspaper audience expects. At the same time, they can provide online score updates and other relevant information regarding a game in progress, except for carrying the live stream of the game itself. Newspapers are also permitted to carry live audio streams of tournament games from radio rights holders by paying an additional rights fee of \$40-50 to WIAA.

59. In addition, websites can use up to two minutes of highlights or other action for reporting purposes, and may exceed two minutes with the WIAA's approval. This policy also applies to commercial television stations. Websites can also report live from tournament venues using live game action as a backdrop for the report so long as there is no play-by-play commentary. These policies apply to all commercial television stations and websites using video for newscast or webcast purposes.


60. As a result of these policies, newspapers have virtually complete access to the athletic events in order to perform their expected journalistic functions, i.e., to fully describe, explain, and analyze newsworthy events. Only in streaming a game do they need to pay a rights fee to anyone outside the WIAA, which is consistent with the policies that apply to radio and television

media. This is consistent with the way in which coverage is handled in intercollegiate athletics and also consistent with the practices of professional sports leagues including the National Football League, Major League Baseball, and the National Basketball Association.

61. Finally, I do not see WWVY and state newspapers as being competitors. They each have their own roles to play. WWVY pays an exclusive rights fee to provide production services to client media. Newspapers are able to fully report on the WIAA Tournament events for their readers in all traditional ways. In my opinion, the WIAA's policies do not interfere with the abilities of newspapers to fully cover the WIAA Tournament events.

I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct to the best of my knowledge.

Dated this 12th day of January, 2010.



James L. Hoyt, Ph.D.

EXHIBIT A

CURRICULUM VITA

James L. Hoyt

ADDRESS: 3415 Conservancy Lane
Middleton, WI 53562
PHONE: 608/831-3255
E-MAIL: jlhoyt@wisc.edu

DATE: August, 2009

FORMAL EDUCATION:

Ph.D.	Mass Communications	University of Wisconsin, Madison, 1970
M.S.	Journalism and Mass Communications	University of Wisconsin, Madison, 1967
B.S.	Journalism	University of Wisconsin, Madison, 1965

ACADEMIC POSITIONS:

At the **University of Wisconsin, Madison**, School of Journalism and Mass Communication:

2002-present:	Professor Emeritus
1981-2002:	Professor
1981-1991:	Director
1980-1981:	Associate Director
1976-1981:	Associate Professor
1974-1995:	Head, Broadcast News Sequence
1973-1976:	Assistant Professor

At the **Indiana University** School of Journalism and Dept. of Telecommunications:

1970-1973:	Assistant Professor
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At the **University of Wisconsin** School of Journalism and Mass Communication

1968-1970:	Research Assistant
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At the **University of Pennsylvania**, Annenberg School of Communications:

1967-1968:	Research Fellow
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Page Two

At the **University of Wisconsin** School of Journalism and Mass Communication

1965-1967: Teaching Assistant, Broadcast Journalism

MEDIA POSITIONS:

2002-2008: Part-time news producer/coach, **WISC-TV, Madison, WI**

1994-1995: Part-time news consultant, **WMTV, Madison, WI**

1992-1993: Part-time news consultant, **WAOW-TV, Wausau, WI**

1989-1992: Part-time news consultant, **NBC News, New York**
"NBC Nightly News with Tom Brokaw"

1978-1988: Part-time news consultant: **WTMJ-TV, Milwaukee;**
WMTV, Madison; KCAU-TV, Sioux City, Iowa;
WTRF-TV, Wheeling, W.V.; WHOI-TV, Peoria,
Ill.; WSAW-TV, Wausau, WI; KOSA-TV, Odessa, TX

1976-1979: Part-time news consultant, **NBC News, New York**
"The Today Show"

1976-1978: Part-time news consultant, **WNBC-TV, New York;**
WMAQ-TV, Chicago; WRC-TV, Washington;
KNBC-TV, Los Angeles; WKYC-TV, Cleveland

1972 Full-time news producer/editor, **NBC News,**
Washington, D.C. (Summer)

1971: Full-time law enforcement reporter, **Daily Herald-**
Telegram, Bloomington, Indiana (Summer)

1965-1967: Part-time reporter, **WTMJ-TV, Milwaukee**

1965-1967: Part-time sports anchor, **WHA-TV, Madison**

1965: Full-time reporter/editor, **WTMJ-TV, Milwaukee**

ACADEMIC AND PROFESSIONAL ORGANIZATIONS:

Association for Education in Journalism & Mass Communications, Broadcast
Education Association, Radio-Television News Directors Association,
International Radio and Television Society

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PUBLICATIONS:

A. BOOKS:

Edward Bliss Jr. and James L. Hoyt, *Writing News for Broadcast*,
Third Edition, New York: Columbia University Press, 1994.

Ray Hiebert, et al, *MASS MEDIA VI*, New York: Longman, 1991.
(Contributing Editor and chapter author)

James L. Hoyt, *Mass Media in Perspective*, Dubuque, Iowa: Kendall/Hunt
Publishing Co., 1984.

B. ARTICLES (abbreviated list):

"The Case for the Courtroom Camera," Wisconsin Alumnus,
1984, March/April, Vol. 85, No. 3, pp. 18-20.

"Prohibiting Courtroom Photography: It's Up to the Judge in Florida and
Wisconsin," Judicature, 1980, January, Vol. 63, No. 6, pp.
290-295.

"Cameras in the Courtroom: Another Chance," Public
Telecommunications Review, 1978, May/June, Vol. 6,
No. 3, pp. 28-34.

"Courtroom Coverage: The Effects of Being Televised," Journal of
Broadcasting, 1977, Vol. 21, pp. 487-95.

"Professionalism and Performance of Television Journalists," Journal of
Broadcasting, 1977, Vol. 21, pp. 97-109. (with Karl Idsvoog)

"Source-Message Orientation in Interpersonal and Media Influence,"
Journalism Quarterly, 1975, Vol. 52, pp. 472-476.

"Effect of Media Violence 'Justification' on Aggression," Journal of
Broadcasting, 1970, Vol 14, pp. 455-464.

"The Emergence of Source-Message Orientation as a Communication
Variable," Communication Research, 1974, Vol. 1, pp. 89-109.
(with Vernon Stone)

"Strength and Duration of the Effect of Aggressive, Violent, and Erotic
Communications on Subsequent Aggressive Behavior,"
Communication Research, 1974, Vol. 1, pp. 286-306.(with Dolf
Zillmann)

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C. BOOK CHAPTERS:

"Effect of Media Violence 'Justification' on Aggression," also appears as a chapter in Franklin and Kohout (Eds.), **Social Psychology and Everyday Life**, New York: David McKay Co., 1973.

"News Consultants," in Sterling and Whitney (Eds.), **Encyclopedia of Journalism**, Sage Publications, 2010 (forthcoming)

D. PAPERS READ (abbreviated list):

"Cameras in the Courtroom: From Hauptmann to Wisconsin, presented at AEJMC Convention, Seattle, Washington, 1978.

"The Effects of Being Televised: An Experimental Test," presented at AEJMC Convention, College Park, Maryland, 1976.

"Classroom and Newsroom Contact: A Survey Report," presented at AEJMC Convention, College Park, Maryland, 1976. (with Vernon Stone)

"Influence of Broadcast and Print Media on Media Critics and Supporters," presented at AEJMC Convention, Ottawa, Ontario, Canada, 1975.

"Source-Message Orientation in Interpersonal and Media Influence," presented at AEJMC Convention, San Diego, Calif., 1974.

"Radio News: An RTNDA Survey," presented at International Conference of Radio-Television News Directors Association, Seattle, Wash., 1973. (with Vernon Stone)

"Source-Message Orientation as a Communication Variable," presented at AEJMC Convention, Washington, D.C., 1973. (with Vernon Stone)

"Effects of Media Violence 'Justification' on Aggression," presented at AEJMC Convention, Berkeley, Calif., 1969.

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TEACHING:

At University of Wisconsin, Madison:

Journalism	201	Introduction to Mass Communications
Journalism	203	News Writing
Journalism	204	Reporting
Journalism	205	Newswriting and Reporting
Journalism	301	Reporting of Public Affairs
Journalism	304	Interpretation of Contemporary Affairs
Journalism	305	Writing of Feature Articles
Journalism	351	Introduction to Broadcast News
Journalism	352	Television News
Journalism	354	Television Documentary
Journalism	561	Mass Communications and Society
Journalism	661	Mass Media Problems and Issues
Journalism	676	Mass Media Ethics
Journalism	701	Proseminar in Mass Communications
Journalism	903	Seminar: Communication Research Design
Journalism	951	Seminar: Broadcast News Research

At Indiana University, Bloomington:

Journalism	J-111	Verbal Communications
Journalism	J-371	Principles of Broadcast News
Journalism	J-374	Broadcast Newswriting and Reporting
Journalism	J-384	Broadcast News Editing
Journalism	J-410	Media as Social Institutions
Journalism	J-470	Broadcast Media Analysis
Journalism	J-510	Media and Society Seminar
Radio-TV	R-401	Social Action Via Mass Media
Radio-TV	R-520	Problems of Broadcast News
Radio-TV	R-535	Communication Theory

ADMINISTRATION:

At University of Wisconsin, Madison:

- *Director, School of Journalism and Mass Communication, 1981 to 1991.
- *Chair, UW Athletic Board, 1991 to 2000.
- *UW Faculty Representative to Big Ten, NCAA, and WCHA, 1991 to 2000.
- *Member, UW Athletic Board, 1990 to 2000.
- *Chair, University of Wisconsin Commission on Fraternities and Sororities, 1988 to 1992.
- *Member, UW Athletic Department Committee on Broadcast Exclusivity, 1989-1990.
- *Editorial Board, Wisconsin Alumni Association, 1988 to 1995.

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- *Member, Executive Committee, Madison Campus Chapter, AAUP, 1975-1981, 1984 to 1988.
- *Chair, H. V. Kaltenborn Scholarship Selection Committee, 1980 to 1993.
- *Member, Chancellor's UW-Extension Broadcasting Advisory Committee, 1980 to 1995.
- *Producer, for Chancellor's Office, Madison campus institutional spots for televised Big Ten football and basketball games, 1978-1988.
- *Advisor, UW chapter, Society of Professional Journalists, 1974 to 2001.
- *Speaker, University of Wisconsin Alumni Association Founder's Day Dinners – over the years I have spoken at UW Founder's Day events in Miami, Detroit, Philadelphia, Dallas, Atlanta, Houston, San Antonio, Seattle, Portland, San Diego, Los Angeles, Kansas City, Cleveland, Cincinnati, Charlotte, and others

Within the Professions:

- *Association for Education in Journalism and Mass Communication; Past-Head of Radio-TV Journalism Division and elected member of national Standing Committee on Professional Freedom & Responsibility.
- *Radio-Television News Directors Association; past member of International Board of Directors
- *William Randolph Hearst Foundation, Steering Committee
- *Wisconsin Associated Press Broadcast Advisory Board
- *Broadcast Education Association, member
- *International Radio and Television Society, member
- *Wisconsin Supreme Court, member of Committee to Monitor Cameras in the Courtroom, 1978-1979.
- *Accrediting Council for Education in Journalism and Mass Communication; Vice chair of Accrediting Committee, 1984-1988;

Within Intercollegiate Athletics:

- *National Collegiate Athletic Association (NCAA)
 - >Faculty Athletics Representative, 1991-2000
 - >Member of Core Course Review Committee, 1996-2000
 - >Member of Legislative Review Committee, 1994-1998
- *Big Ten Conference
 - >Faculty Athletics Representative, 1991-2000
 - >Co-Chair, Joint Group Executive Committee, 1997-1999
 - >Rules and Legislation Committee, 1993-2000
- *Western Collegiate Hockey Association
 - >Chair of Executive Committee, 1995-1997
 - >Television Committee, 1992-1999

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Judge for following professional journalism contests:

- +Northwest Broadcast News Association
- +Columbia University/duPont Television Awards
- +Iowa Broadcast News Association
- +Illinois News Broadcasters' Association
- +Society of Professional Journalists, National Awards competition
- +Society of Professional Journalists, \$10,000 National Pulliam Editorial Writing Award
- +Wisconsin State Bar Association's Golden Gavel Media Awards
- +AP West Virginia Television News Awards
- +AP Nebraska Television News Awards
- +AP Washington, DC Television News Awards
- +AP Texas Broadcast News Awards

EDUCATIONAL CONSULTING AND ACCREDITATION:

Chair or member of ACEJMC Accrediting teams at:

- Ohio University
- Syracuse University
- Northwestern University
- University of Illinois
- University of New Mexico
- Drake University
- South Dakota State University

Member of NCAA Certification site visit teams at:

- University of Nebraska
- University of Maine
- Kent State University

Consultant to:

- University of North Carolina, Chapel Hill, on Masters and Ph.D. programs in journalism and mass communication, 1997-98
- University of Kentucky on revision and development of telecommunications department, 1979-81
- Louisiana Board of Regents on college journalism programs in the state of Louisiana, 1987-88
- Texas A&M University on development of journalism staff and curriculum, 1987-1991
- Marquette University on development of telecommunications department, 1988-89
- Bowling Green State University on development of journalism school, 1990-91
- Texas Higher Education Coordinating Board on evaluating Ph.D. programs in Texas, 1991-92

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HONORS:

- >Association for Education in Journalism and Mass Communication
Distinguished Broadcast Journalism Educator, 2002
- >International Radio and Television Society
Frank Stanton Fellow, 2001
- >Wisconsin Broadcasters Association
Hall of Fame, 2007
- >Wisconsin Associated Press
Carol Brewer Award, 1996
Outstanding Contributions to Broadcast Journalism
- >Listed annually in *Who's Who in America* annually since 1986
- >Listed annually in *Who's Who in American Education* since 1993
- >Leadership Institute for Journalism Education at Freedom Forum Center for
Media Studies, Columbia University (previously Gannett Center for Media
Studies)

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.,

Plaintiffs,

Case No. 09-CV-155

v.

GANNETT CO., INC. and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

Defendants.

**SECOND DECLARATION OF MONICA SANTA MARIA IN SUPPORT OF
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT
ON THEIR COUNTERCLAIM**

I, Monica Santa Maria, declare and state as follows:

1. I am an attorney with the law firm of Godfrey & Kahn, S.C., counsel to defendants Gannett Co., Inc. and Wisconsin Newspaper Association, Inc.
2. I make the following statements based on my personal knowledge.
3. Attached hereto as Exhibit A is a true and correct copy of Plaintiff American-HiFi, Inc.'s Responses to Defendant Gannett Co., Inc.'s First Set of Requests for Interrogatories served on Defendants' counsel on January 11, 2010. The exhibits attached to the responses are not filed herewith.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated this 12th day of February, 2010.

s/Monica Santa Maria
Monica Santa Maria

EXHIBIT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.

Plaintiffs,

Case No. 09-CV-0155

v.

GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

Defendants.

**PLAINTIFF AMERICAN-HIFI, INC.'S RESPONSES TO DEFENDANT GANNETT CO.,
INC.'S FIRST SET OF REQUESTS FOR INTERROGATORIES**

Plaintiff American-HiFi, Inc. ("WWWY") hereby objects and responds to Defendant Gannett Co., Inc. ("Gannett") First Set of Interrogatories (the "Interrogatories"). WWWY reserve the right to amend and/or supplement these objections and responses as discovery continues in this case.

GENERAL OBJECTIONS

1. WWWY objects to Defendant's Interrogatories to the extent they seek information protected by the attorney-client privilege, the work product doctrine or any applicable privilege, rule or duty that precludes or limits disclosure of information. Inadvertent disclosure of any privileged or otherwise confidential information shall not be a waiver of any claim or privilege, work product protection, exemption or immunity.
2. WWWY objects to Defendant's Interrogatories to the extent they require disclosure of proprietary, trade secret or other commercially protected or confidential

- WWVY films starting line-up introduction videos and/or team videos that it shows on the video board at all tournaments that have video board capability.
- WWVY creates public service announcements that the WIAA and member schools can display on video boards at events and that are displayed on wiaa.tv.

In addition to the services detailed above, WWVY provides consulting services to the WIAA regarding media, technology, video production and market and industry trends at no cost to the WIAA.

WWVY estimates that the total cost to fulfill WWVY's contractual commitments to the WIAA was approximately \$508,806 in the 2008-09 year, as detailed in Exhibit B to Gannett's First Set of Document Requests, incorporated by reference to this response. WWVY reserves the right to supplement or amend this response as discovery continues in this case.

INTERROGATORY NO. 4: State how you calculated your payment of \$60,000 to WIAA, on July 31, 2009, under ¶ V of the WWVY contract and identify all supporting documents.

RESPONSE TO INTERROGATORY NO. 4:

The \$60,000 payment to the WIAA on July 31, 2009, constitutes 1/6 of the revenues paid by Charter Communications Operating, LLC, and Fox Sports Net to WWVY pursuant to these contracts, which payments totaled \$360,000. Documents that support this calculation include WWVY's distribution contracts with Fox and Charter (attached as Exhibits D and E to WWVY's Responses to Gannett's First Set of Requests for Production), and documents detailing the payments related thereto. The amount of this payment, and the method by which it was calculated, was orally agreed to by WWVY and WIAA prior to payment.

INTERROGATORY NO. 5: With respect to the Affidavit of Todd C. Clark, ¶ 8:

(a) identify each of the 82 tournament events streamed live during the 2008-09 school year and identify the entity that produced the live stream; and

(b) identify each of the 182 tournament events from the 2008-09 school year offered on archived stream and identify the entity that produced the archived stream.

RESPONSE TO INTERROGATORY NO. 5:

Subject to the foregoing General objections, WWY answers as follows. Pursuant to Fed. R. Civ. P. 33(d), Defendant directs Defendants to Exhibit 2 to the Affidavit of Todd C. Clark, dated September 28, 2009, identifying tournament events live streamed and archived streamed in 2008-09. All live streamed events noted on Exhibit 2 were produced by WWY. With regard to archived stream events, WWY believes only 175 games were archived streamed on wiaa.tv in 2008-09. For seven games included on the spreadsheet as archived streamed (Football Divisional Finals), WWY believes that Fox Sports did not allow archive stream of the games on wiaa.tv in 2008-09, although it has for other years. Of the 175 events archive streamed, 141 events were produced by WWY, 134 of which were produced pursuant to the WIAA-WWY contract. Seven archived events (Football Tournament Highlights) were produced by WWY pursuant to a separate agreement with Fox Sports, the rights holder for Football State Championship games. The remaining events, which consist of Boys and Girls Hockey Finals and Boys and Girls Basketball, were produced by either Fox Sports Wisconsin or Quincy Newspapers, Inc. However, WWY produced the archive stream of these events for WIAA TV, and provided it to affiliate sites free of charge (see Exhibit C). WWY reserves the right to supplement or amend this response as discovery continues in this case.

INTERROGATORY NO. 6: Do you contend that you own the copyright of images of WIAA Tournament events fixed in a medium suitable for Internet streaming produced by

Dated this 11th day of January, 2010.

Respectfully submitted,

As to objections:

PERKINS COIE, LLP
By: /s/ Autumn N. Nero
John S. Skilton
jskilton@perkinscoie.com
David L. Anstaett
danstaett@perkindcoie.com
Jeff J. Bowen
jbowen@perkinscoie.com
Autumn N. Nero
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Telephone: (608) 663-7460
Facsimile: (608) 663-7499

**ANDERSON, O'BRIEN, BERTZ,
SKERENE & GOLLA**

Gerald O'Brien
gmo@andlaw.com
1257 Main Street
P.O. Box 228
Stevens Point, WI 54481-0228
Telephone: (715)344-0890
Facsimile: (715)344-1012

VERIFICATION


I, Timothy Eichorst, declare and state:

I am the majority shareholder of American Hi-Fi, Inc., d/b/a When We Were Young Productions ("WWWY"), and I am authorized to make this verification on its behalf.

I have read Plaintiff's Responses to Defendant Gannett Co., Inc's First Set of Interrogatories and know the contents thereof. Upon information and belief, I allege that the matters stated therein are true, complete, and correct.

I declare that the foregoing is true and correct.

Executed this 11th day of January, 2010.



Timothy Eichorst

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.**

Plaintiffs,

Case No. 09-cv-0155

v.

**GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,**

Defendants.

SECOND AFFIDAVIT OF TODD C. CLARK

I, Todd C. Clark, hereby declare,

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto.
2. Consistent with the WIAA's stated constitutional purposes to promote the ideals of its membership, to emphasize interscholastic athletics as a partner with other school activities in the total educational process, to formulate and maintain policies which will cultivate high ideals of good citizenship and sportsmanship, and to prevent exploitation by special interest groups of the student athlete, the WIAA's Media Policies Reference Guide contains policies that prohibit transmissions of WIAA events to be associated with tobacco products, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter. These protective policies were implemented because the WIAA membership views it as part of the WIAA's mission when dealing with impressionable adolescents to protect the members' student athletes. Once approved, the WIAA has not revoked any transmissions rights for inappropriate transmissions.

3. With respect to the two invoices that I sent to Madison.com and the Milwaukee Journal-Sentinel following the 2008 Football State Finals that I mentioned in my first Affidavit, neither Madison.com or the Milwaukee Journal-Sentinel applied or asked for permission to transmit live play-by-play blogs before the games in question. Because they did not apply for permission before the game, I did not know they were planning on transmitting live play-by-play before or during the game. It came to my attention after the tournaments were completed that Madison.com and the Milwaukee Journal-Sentinel had transmitted live play-by-play. Therefore, I sent them invoices for those transmissions consistent with the fees specified in the Media Policies Reference Guide. If they had applied for transmission rights before the game, they would have been advised of whether their transmission was permissible and how much the WIAA would charge for such a transmission beforehand. It is not uncommon for the WIAA to submit invoices to media organizations after the transmission is completed. For example, approximately 20% to 25% of radio stations receive invoices from the WIAA after they engage in live radio broadcasts. In those cases, however, unlike the live play-by-play described above, the radio broadcasters advised us that they would be present to do a live broadcast in advance of the tournament.

4. In my capacity as WIAA Director of Communications, in which I am responsible for coordination of media relations and State Tournament-related coverage, I have been to a number of the venues and facilities at which WIAA tournaments are held. Joel Christopher of *The Post-Crescent* has stated that “the majority of the press boxes are large enough to accommodate more than one crew engaged in Internet streaming.” Christopher Decl. ¶ 20. In my experience, Mr. Christopher’s observation may only be true for the larger schools (Division I and Division II schools) with respect to football tournaments. The smaller schools (Division III through

Division VII) most often do not have sufficiently large designated areas for press. For other sports besides football, such as basketball, many smaller schools do not have press-designated areas at all. For example, at basketball tournaments, it is not uncommon for the media to be sitting at a table set up in the bleachers, with their equipment stationed on the bleachers. I have also seen media placed in the corners of the gym on the floor. Further, the size of an individual school's "press box" or designated area does not alone dictate how many individuals can live stream from that area. That will depend on what each individual school has assigned for that area. For example, a school may assign the same area to both the host and visiting school, or other operational event staff, such as scoreboard operator, school filmers, PA announcer, spotter, or other individuals assisting with the administration of the event. The circumstances are simply too varied to make the general observation that Mr. Christopher made.

5. In my earlier Affidavit, I discussed the fact that I worked with Tim Eichorst of WWY to develop the affiliate program through which television stations, web sites, other media outlets or production companies could become affiliates with WWY for purposes of producing and distributing WIAA events. The purpose of the affiliate program was to expand exposure of high school sports and improve the availability of transmission of the events. By allowing other producers to affiliate with WWY, such transmissions could be expanded in a controlled manner, minimizing spatial demand and keeping transmissions consistent with the WIAA's quality standards and branding. The affiliate program also allowed WWY to facilitate monitoring of transmissions for consistency and quality, and to ensure that transmissions do not violate the WIAA's content standards, such as transmission of prohibited content related to tobacco products, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter.

6. In my earlier Affidavit, I stated that “in some instances local community access channels would broadcast local games. The WIAA received no direct revenue from these local community access broadcasts.” Clark Aff. ¶ 5. The broadcasts in question were delayed transmissions, not live, and they were transmitted only locally. The WIAA did not charge for delayed transmissions of regular season games. For WIAA tournament games, the WIAA always charged a fee to local PEG channels for delayed transmissions of WIAA tournaments. That fee was \$20 per game. In practice, however, the WIAA did not have the resources to monitor compliance with this requirement, and we believe there were instances when local PEG channels would transmit a local WIAA tournament game without paying the fee to the WIAA. That was the benefit of the contract between WWVY and the WIAA: the contract allowed WWVY to monitor compliance with the required fee. The new fee was a \$50 per year fee rather than \$20 per game. In 2005, before the WIAA’s contract with WWVY contract was executed, the vast majority of the WIAA’s sports were not transmitted by any media organizations.

7. For football, post-season competitions consist of five levels of play, Levels I through V, in each of 7 football divisions. Level I is the first round of post-season games, and Level V is the state championship game (resulting in 7 football champions, one for each division). The four games that were live streamed by *The Post-Crescent* were Level II and Level III football games.

8. In my earlier Affidavit, I stated that, with respect to entities other than WWVY streaming WIAA events, the WIAA decided on a fee structure that requires a person or entity to pay \$250 to live internet stream a game produced with one camera, and \$1,250 to live internet stream a game produced with multiple cameras. Upon further review of our records I realized that those fee amounts were inaccurate. The correct fee structure is \$250 to live internet stream a game produced with one camera, and \$1,500 to live internet stream a game produced with

multiple cameras. The analysis that led the WIAA to reach that decision was accurately stated in my earlier Affidavit.


9. I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct.

Dated this 10 th day of February, 2010.

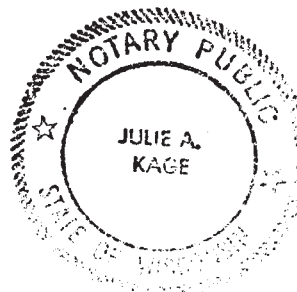


Todd C. Clark

Subscribed and sworn to before me
this 10 day of February, 2010.



Notary Public, State of Wisconsin
My commission expires: 2/17/13



**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.**

Plaintiffs,

Case No. 09-cv-0155

v.

**GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,**

Defendants.

DECLARATION OF TIMOTHY KNOECK

I, Timothy Knoeck, hereby declare,

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto. I state that the following is true to the best of my knowledge and belief.

2. I am the Vice-President of American Hi-Fi, Inc., d/b/a When We Were Young Productions (“WWWY”). I am responsible for managing the overall office operations of WWWWY as it relates to WWWWY’s contractual obligations with the WIAA. As part of these responsibilities, I manage relationships with affiliates, I oversee DVD sales of WIAA events, and I assist with enforcing WWWWY’s legal rights.

3. WWWWY does not make enough money from the sales of DVDs to cover the cost of production. Instead, WWWWY’s revenues come from distribution and advertising, which offset other operating expenses.

4. In the two-year period covering 2007-2008 and 2008-2009, WWWWY has sold 88 affiliates DVDs at a total cost of \$1,660.60, returning \$332.12 (20%) to the affiliates in royalties.

5. If WWVY were to seek a fine from any media organization that did not seek prior permission to live stream a WIAA game, I would be involved in that decision. Such a communication would come from Tim Eichorst, the President, or myself. At no time has WWVY sought to impose a fine on any media organization for failing to seek or obtain permission to live stream a WIAA game. I have been involved in decisions to advise media organizations that they are in violation of WWVY's contractual rights, and have been involved in such communications with the media organizations, but those communications only involved WWVY's attempt to obtain the payment of the WIAA established live streaming fee from the media organization, not any fine.

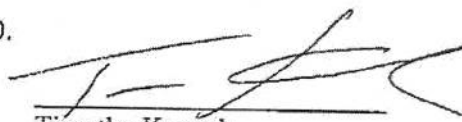
6. In the course of my responsibilities for WWVY, at some point shortly after *The Post-Crescent* live streamed a WIAA football game in about October of 2008, I called Dan Flannery, the Executive Editor of *The Post-Crescent* about the stream. I did not speak with Mr. Flannery directly, but I did leave a voice-mail message for him. I did advise him in the voice-mail message that WWVY had become aware of the fact that *The Post-Crescent* live streamed a WIAA football game. I stated that WWVY held the production and distribution rights to that game, and that *The Post-Crescent's* live stream of such a game violated WWVY's video rights. I did not state the WWVY owned the copyrights. *The Post-Crescent* did not obtain WWVY's permission to live stream the game.

7. At the particular football games in question that *The Post-Crescent* live streamed, WWVY did not live stream them because we had cameras at numerous other games on those same evenings. Because WWVY did not stream those games, had we been asked for permission by another organization to do so, we would have agreed to that request contingent on the

payment of the appropriate fees. *The Post-Crescent* streamed those games with one camera, so therefore the fee would have been \$250.

I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct.

Dated this 11 day of February, 2010.


Timothy Knoeck

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

**WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.**

Plaintiffs,

Case No. 09-cv-0155

v.

**GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,**

Defendants.

THIRD DECLARATION OF TODD C. CLARK

I, Todd C. Clark, hereby declare,

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto.
2. Mary Bennin Cardona, the Executive Director of the Wisconsin Public, Educational and Government Access Channels (“WAPC”), referred in her affidavit to a meeting she attended on September 29, 2005, with members of WWVY and myself. After that meeting, Tim Eichorst of WWVY and I went to the WAPC Workshop at Beloit College on October 7, 2005, to discuss the affiliate plan in front of a larger group of WAPC members. We answered questions and explained the program.
3. As a result of that meeting and to address issues that the WAPC members raised, we revised the Affiliate Agreement so that we could work with the WAPC members to make this a successful program.

4. I was aware that shortly thereafter, despite those revisions to address the WAPC's concerns, the WAPC Board of Directors voted against the program and issued a press release stating their opinion of the Affiliate Agreement.

5. Nonetheless, in 2005, we had 18 tournament series affiliates, including many PEG channels, and the number of affiliates, including PEG channels, continued to grow over the next few years.

6. Ms. Cardona fails to mention in her affidavit, or in the documents that she attached to her affidavit, that the WIAA always required the payment of a fee for PEG channels to tape WIAA tournament events. The fee was published at least as early as the WIAA's 2003-2004 Media Policies Reference Guide. That Guide states that the fee for delayed broadcast without commercial sponsorship (the category in which the PEG channels would fall) was \$20 for each regional or sectional event, and \$50 for each state event. This policy continued in place until the contract with WWY. Attached hereto and incorporated herein by reference as Exhibit 5 is page 16 of the 2003-2004 Media Policies Reference Guide showing these fees applicable to PEG channels.

7. Under the broadcast fees section of the 2003-2004 Media Policies Reference Guide, the stations were to make the payment for all regional and sectional events directly to the host school. Because of that requirement, the WIAA itself was not able to monitor whether the PEG channels were complying with the fees policies, unless indicated on the event financial forms the school submits to the WIAA. The WIAA thus would be aware if a PEG channel did pay, but would not be aware if the PEG channel taped an event but did not pay the required fee. The contract with WWY allowed the WIAA to capture that revenue by monitoring compliance with the fees policies.

8. Under the affiliate program through WWVY, the PEG channels were only charged \$50 per year, no matter how many events they broadcast. Thus, for the PEG channel that wanted to do multiple broadcasts of regional or sectional events, this was a lower fee than what the WIAA had previously charged, and the same fee as that for one state event. Further, for this fee structure, WWVY would make the arrangements with school administration for the PEG channel to tape from that location, arrangements for which the stations had previously been responsible on their own.

9. The WWVY affiliate program allowed the PEG channels to have their tapes marketed for sale, without the administrative cost of having to make those DVDs. WWVY assumes all administrative expenses and burdens of the marketing and then provides royalties to the PEG channel from such sale.


10. Because the tournaments are produced and financially supported by the WIAA, the WIAA wanted WWVY to monitor the quality of the products associated with the WIAA name that were being marketed, including compliance with requirements regarding prohibited content. Thus, the WIAA gave WWVY the right to obtain the master copy of any tape produced of an event, as this was how we determined what was being produced and its compliance with the WIAA's requirements.

11. The WIAA's 2009 Annual Meeting is currently posted on the wiaa.tv website. The WIAA removes outdated material from wiaa.tv when it is no longer useful or necessary. For example, the 2008 Annual Meeting was live streamed on wiaa.tv as it was occurring, and then remained on wiaa.tv for delayed viewing. After the 2009 Annual Meeting, however, the 2008 meeting was considered outdated so it was removed. If there were other things not on the

website when viewed in February of 2010, it is most likely because they were removed as outdated.

I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct.

Dated this 19th day of February, 2010.


Todd C. Clark

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, AMERICAN-HIFI, INC.

Plaintiffs,

Case No. 09-CV-0155

v.

GANNETT CO., INC., and
WISCONSIN NEWSPAPER ASSOCIATION, INC.,

Defendants.

**PLAINTIFFS' REPLY TO DEFENDANTS' RESPONSES TO
PLAINTIFFS' PROPOSED FINDINGS OF FACT**

Plaintiffs Wisconsin Interscholastic Athletic Association and American-HiFi, Inc.,
d/b/a When We Were Young Productions, reply to Defendants' response to Plaintiffs' proposed
findings of fact in support of Plaintiffs' Motion for Summary Judgment:

The following abbreviations are used for the declarations and affidavits cited herein:

- | | | |
|-----------------------|---|---|
| Chickering Aff. | = | Affidavit of Douglas E. Chickering, Dkt. No. 53, filed 1/22/10 |
| Clark First Aff. | = | Affidavit of Todd C. Clark, Dkt. No. 54, filed 1/22/10 |
| Clark Second Aff. | = | Second Affidavit of Todd C. Clark, Dkt. No. 83, filed 2/12/10 |
| Eichorst First Aff. | = | Affidavit of Tim Eichorst, Dkt. No. 55, filed 1/22/10 |
| Eichorst Second Decl. | = | Second Declaration of Tim Eichorst, Dkt. No. 82, filed 2/12/10 |
| Flannery Aff. | = | Affidavit of Danny L. Flannery, Dkt. No. 41, filed 1/22/10 |
| Hoyt Aff. | = | Declaration of James L. Hoyt, Ph.D. in Support of Plaintiffs' Motion for Summary Judgment, Dkt. No. 56, filed 1/22/10 |
| Nero Decl. | = | Declaration of Autumn N. Nero in Support of Plaintiffs' Motion for Summary Judgment, Dkt. No. 52, filed 1/22/10 |

Second Veldran Aff. = Second Affidavit of Matthew P. Veldran, Dkt. No. 79, filed 2/12/10

Parties, Jurisdiction and Venue

1. Plaintiff Wisconsin Interscholastic Athletic Association (the “WIAA”) is a voluntary, unincorporated and nonprofit organization with its principal place of business in Stevens Point, Wisconsin. First Amended Complaint, Case No. 09-0155, filed April 13, 2009, Dkt. No. 7 (“First Amended Complaint”) ¶ 4; Declaration of Autumn N. Nero in Support of Plaintiffs’ Motion for Summary Judgment “Nero Decl.” Ex. 2 at 3 (filed herewith); Affidavit of Douglas E. Chickering “Chickering Aff.” ¶ 3 (filed herewith); Affidavit of Todd C. Clark “Clark Aff.” ¶ 3 (filed herewith).

Defendants’ Response No. 1: Undisputed.

2. Plaintiff American Hi-Fi, Inc. is a Wisconsin corporation with its principal place of business in Waunakee, Wisconsin, and does business as When We Were Young Productions (“WWWY”). First Amended Complaint, Dkt. No. 7 ¶ 5.

Defendants’ Response No. 2: Undisputed.

3. Defendant Wisconsin Newspaper Association, Inc. (“WNA”) is a non-stock organization organized in the State of Wisconsin, with its principal place of business in Madison, Wisconsin. First Amended Complaint, Dkt. No. 7 ¶ 6.

Defendants’ Response No. 3: Undisputed.

4. WNA is an association of daily, weekly, and bi-weekly newspapers in Wisconsin whose members frequently report on Wisconsin high school athletics, including WIAA-sponsored tournaments. First Amended Complaint, Dkt. No. 7 ¶ 6.

Defendants’ Response No. 4: Undisputed.

5. Gannett Co., Inc. (“Gannett”) is a Delaware corporation with its principal place of business at 7950 Jones Branch Drive, McLean, Virginia. First Amended Complaint, Dkt. No. 7 ¶ 7.

Defendants’ Response No. 5: Undisputed.

6. Gannett publishes newspapers across the United States, including 10 daily newspapers in Wisconsin and approximately 19 non-daily newspapers. First Amended Complaint, Dkt. No. 7 ¶ 7.

Defendants’ Response No. 6: Undisputed.

7. Many of the Wisconsin newspapers published by Gannett frequently report on Wisconsin high school athletics, including WIAA-sponsored tournaments. First Amended Complaint, Dkt. No. 7 ¶ 7.

Defendants' Response No. 7: Undisputed.

8. This Court has subject matter jurisdiction based on 28 U.S.C. § 1331 because substantial, disputed questions of federal law underlie Defendants' claim to possess the right to transmit WIAA-sponsored tournament games over the Internet and/or to post Internet streams of such tournament games on their websites without obtaining a license or otherwise complying with the WIAA's media policies. First Amended Complaint, Dkt. No. 7 ¶ 8.

Defendants' Response No. 8: Disputed only to the extent that this is a legal conclusion and not a fact. The defendants do not dispute the stated conclusion.

Plaintiffs' Reply No. 8: Defendants have raised no dispute with regard to proposed Finding of Fact No. 8 and it therefore remains undisputed.

9. Defendants have filed counterclaims in this Court seeking relief under the United States Constitution and various federal statutes, including 42 U.S.C. § 1983. First Amended Complaint, Dkt. No. 7 ¶ 8.

Defendants' Response No. 9: Undisputed.

10. The WIAA disputes that any federal constitutional or federal statutory provision grants Defendants such a right or bars the WIAA from establishing reasonable policies governing the transmission of the tournament events it organizes and sponsors. First Amended Complaint, Dkt. No. 7 ¶ 8.

Defendants' Response No. 10: Undisputed that this is the WIAA's position.

Plaintiffs' Reply No. 10: Defendants have raised no dispute with regard to proposed Finding of Fact No. 10 and it therefore remains undisputed.

11. Jurisdiction over WIAA's claim for declaratory relief is proper pursuant to 28 U.S.C. §§ 2201-2202 because an actual controversy exists between the parties regarding Defendants' alleged right under federal constitutional and federal statutory law to transmit WIAA-sponsored games over the Internet. First Amended Complaint, Dkt. No. 7 ¶ 9.

Defendants' Response No. 11: Disputed only to the extent that this is a legal conclusion and not a fact. The defendants do not dispute the stated conclusion.

Plaintiffs' Reply No. 11: Defendants have raised no dispute with regard to proposed Finding of Fact No. 11 and it therefore remains undisputed.

12. Defendants' threatened claims and asserted counterclaims allegedly arise under federal law, giving this Court the authority to declare the rights and legal relations of the parties. First Amended Complaint, Dkt. No. 7 ¶ 9.

Defendants' Response No. 12: Disputed only to the extent that this is a legal conclusion and not a fact. The defendants do not dispute the stated conclusion.

Plaintiffs' Reply No. 12: Defendants have raised no dispute with regard to proposed Finding of Fact No. 12 and it therefore remains undisputed.

13. This Court may exercise personal jurisdiction over Defendants because they conduct substantial business in this district and have consented to personal jurisdiction in this Court. First Amended Complaint, Dkt. No. 7 ¶ 10.

Defendants' Response No. 13: Undisputed.

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the conduct and events giving rise to the claims occurred in this judicial district. First Amended Complaint, Dkt. No. 7 ¶ 11.

Defendants' Response No. 14: Disputed only to the extent that this is a legal conclusion and not a fact. The defendants do not dispute the stated conclusion.

Plaintiffs' Reply No. 14: Defendants have raised no dispute with regard to proposed Finding of Fact No. 14 and it therefore remains undisputed.

The Wisconsin Interscholastic Athletic Association

15. The WIAA began in 1895, and its first set of rules was adopted in 1896. Nero Decl. Ex. 2 at 3.

Defendants' Response No. 15: Undisputed.

16. The WIAA is a member-based organization comprised of 506 participating public and private high schools and 117 Junior High/Middle Level school members. Chickering Aff. ¶ 3.

Defendants' Response No. 16: Undisputed.

17. The WIAA is membership directed, as the members develop the rules that govern the association, and, at an Annual Meeting each April, the membership approves any changes to the Constitution, Bylaws, and Rules of Eligibility. Chickering Aff. ¶ 3.

Defendants' Response No. 17: Undisputed.

18. The purpose of the WIAA is threefold:
- (a) To organize, develop, direct, and control interscholastic athletic programs which will promote the ideals of its membership and opportunities for member schools' participation.
 - (b) To emphasize interscholastic athletics as a partner with other school activities in the total educational process, and formulate and maintain policies which will cultivate high ideals of good citizenship and sportsmanship.
 - (c) To promote uniformity of standards in interscholastic athletic competition, and prevent exploitation by special interest groups of the school program and the individual's ability.

Nero Decl. Ex. 2 at 14.

Defendants' Response No. 18: Undisputed.

19. The WIAA seeks to develop, direct and control an interscholastic athletic program to promote the ideals of its membership and opportunities for participation by its members. Chickering Aff. ¶ 4; Clark Aff. ¶ 3.

Defendants' Response No. 19: Undisputed.

20. Opportunities include member participation in post-season WIAA-sponsored, controlled, and funded sports tournaments. Chickering Aff. ¶ 4; Clark Aff. ¶ 3.

Defendants' Response No. 20: Undisputed.

21. The WIAA recognized sports are the following: For boys, baseball, basketball, cross country, football, golf, hockey, soccer, swimming & diving, tennis, track & field, volleyball, and wrestling; and for girls, basketball, cross country, golf, gymnastics, hockey, soccer, softball, swimming & diving, tennis, track & field, and volleyball. Nero Decl. Ex. 20 at 25.

Defendants' Response No. 21: Undisputed.

22. The WIAA publishes a Senior High School Handbook (the "Handbook"), which contains the WIAA's Constitution, the Bylaws, the Rules of Eligibility, the sports calendar, and various policies. Nero Decl. Ex. 2.

Defendants' Response No. 22: Undisputed.

23. Under the Constitution, the Board of Control ("Board") is the governing body of the WIAA. Nero Decl. Ex. 20 at pp. 15, 19-20.

Defendants' Response No. 23: Undisputed.

24. The Board employs the Executive Director. Nero Decl Ex. 20 at 19.

Defendants' Response No. 24: Undisputed.

25. Doug Chickering was Executive Director for the WIAA from January 1, 1986 to July 31, 2009, which includes the period during which the events giving rise to this litigation took place. Chickering Aff. ¶ 2.

Defendants' Response No. 25: Undisputed.

26. As Executive Director, Chickering was responsible for the overall operations of the WIAA. Chickering Aff. ¶ 2.

Defendants' Response No. 26: Undisputed.

27. Chickering reported to the Board of Control of the WIAA, and was authorized by the Board of Control to make decisions as necessary for the proper operation of WIAA business. Chickering Aff. ¶ 2.

Defendants' Response No. 27: Undisputed.

28. Among Chickering's responsibilities as Executive Director was responsibility for the budget, revenue and expenditures of the WIAA, and he was authorized to enter into contracts for the benefit of the WIAA and its members. Chickering Aff. ¶ 2.

Defendants' Response No. 28: Undisputed.

29. Todd Clark is the Director of Communications for the WIAA, where he has been employed since 2000. Clark Aff. ¶ 2.

Defendants' Response No. 29: Undisputed.

30. Clark's responsibilities include production and supervision of the Bulletin, membership publications and State Tournament souvenir programs; coordination of media relations; Web site maintenance; State Tournament-related coverage; all public relations and sportsmanship efforts and initiatives; and assisting in marketing and sponsorship relationships. Clark Aff. ¶ 2.

Defendants' Response No. 30: Undisputed.

31. The WIAA is a member of the National Federation of State High School Associations. Nero Decl. Ex. 2 at 3.

Defendants' Response No. 31: Undisputed.

The WIAA's Media Policies

32. The WIAA acknowledges the responsibilities of legitimate news gathering media representatives in covering and reporting from WIAA Tournaments. Nero Decl. Ex. 4 at 1.

Defendants' Response No. 32: Undisputed.

33. The WIAA provides rules for media conduct in its Senior High School Handbook, which contains both spectator policies and "Video Transmission Policies" applying to broadcast, cable, and internet streams during the WIAA State Tournament Series. Nero Decl. Ex. 3 at 51 (2009-10 guide); *see also* Nero Decl. Ex. 2 at 50-51 (2008-09 handbook, containing "Radio and Television Broadcast Policies").

Defendants' Response No. 33: Undisputed.

34. The WIAA also publishes annually a Media Policies Reference Guide, which is produced to inform statewide media of WIAA policies in effect for all levels of State Tournament Series competition. Nero Decl. Ex. 4 at 1.

Defendants' Response No. 34: Undisputed.

35. The Media Policies Reference Guide aims to assist members of the media in providing comprehensive coverage to their communities, with requesting/issuing of working media credentials, in the use of equipment, and in the comprehension of WIAA property rights for State Tournament Series competitions. Nero Decl. Ex. 4 at 1.

Defendants' Response No. 35: Undisputed that this is the WIAA's stated purpose for producing a Media Policies Reference Guide.

Plaintiffs' Reply No. 35: Defendants have raised no dispute with regard to proposed Finding of Fact No. 35 and it therefore remains undisputed.

36. The Media Policies Reference Guide includes policies that apply to the media during the WIAA-State Tournament Series, i.e., regional, sectional, and state final tournaments. Nero Decl. Ex. 4 at 10.

Defendants' Response No. 36: Undisputed.

37. Clark developed the first WIAA Media Policies Reference Guide in the fall of 2003 to address ownership and distribution issues documenting the WIAA's practices in a definitive written guide that the WIAA could distribute to the media. Clark Aff. ¶ 11.

Defendants' Response No. 37: Undisputed that these were Clark's intentions. Disputed as vague, and to the extent the fact asserts the WIAA has undefined ownership rights that are detailed in the WIAA Media Policies Reference Guide. Whether the WIAA has any such rights is a question of law.

Plaintiffs' Reply No. 37: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

38. This Media Policies Reference Guide was discussed with the 2003 Media Advisory Committee—a standing committee made up of media representatives—which reviewed and approved the policies and language. Clark Aff. ¶ 11.

Defendants' Response No. 38: Undisputed that such review and approval was granted by the WIAA's Media Advisory Committee.

Plaintiffs' Reply No. 38: Defendants do not refer to evidence to dispute the proposed fact as asserted, including that the Media Policies Reference Guide was discussed with the 2003 Media Advisory Committee. Therefore, this proposed fact remains undisputed.

39. The WIAA agreed at the 2003 Media Advisory Committee meeting that it would produce and disseminate the guide to all media on the WIAA mail list. Clark Aff. ¶ 11.

Defendants' Response No. 39: Undisputed.

40. The Media Policies Reference Guide addresses the following issues: media credentials; parking permits; communication lines; photography; post-game interviews; radio, television and cable policies; Internet policies; advertising; and broadcast rights permission/fees. Nero Decl. Ex. 4 at 1-16.

Defendants' Response No. 40: Disputed only to the extent that the above list is not exhaustive and the Media Policies Reference Guide addresses other issues as well. E.g., Declaration of Autumn N. Nero in Support of Plaintiffs' Mot. for Summ. J. (Dkt. #52) ("Nero Decl."), Ex. 5 at 11, 14 (play-by-play).

Plaintiffs' Reply No. 40: Defendants have raised no dispute with regard to proposed Finding of Fact No. 40 and it therefore remains undisputed.

41. Generally, the WIAA prohibits any non-editorial, commercial, or unauthorized use of any transmission, internet stream, or other depiction of tournament material without written consent of the WIAA. Nero Decl. Ex. 4 at p. 1.

Defendants' Response No. 41: Undisputed that this is the WIAA's policy.

Plaintiffs' Reply No. 41: Defendants have raised no dispute with regard to proposed Finding of Fact No. 41 and it therefore remains undisputed.

42. Generally, the WIAA accepts applications from and issues credentials to television stations covering tournaments for newscast purposes; radio stations; daily and weekly newspapers, including photographers; legitimate sport-specific publications; and news-gathering web site organizations that meet certain criteria. Nero Decl. Ex. 4 at pp. 3-4, 15.

Defendants' Response No. 42: Undisputed.

43. The WIAA Internet policies state that "WIAA owns the rights to transmit, upload, stream or display content live during WIAA events and reserves the right to grant exclusive and nonexclusive rights or not to grant those rights on an event-by-event basis." Nero Decl. Ex. 4 at 14.

Defendants' Response No. 43: Undisputed that this is the WIAA's current Internet policy. Nero Decl., Ex. 5 at 12 (2009-10 policies, Comprehensive Policy #1). Whether the WIAA has the asserted ownership right is not a fact; it is a conclusion of law.

Plaintiffs' Reply No. 43: This quoted language is also contained in the WIAA's 2008-09 Media Policies Reference Guide. Nero Decl. Ex. 4 at 14. Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains **undisputed**.

44. The WIAA policies define the term "broadcast" as "airing/streaming the entire duration of tournament games." Nero Decl. Ex. 4 at 11.

Defendants' Response No. 44: Disputed. The WIAA defined the term "broadcast" in its 2008-2009 Media Policies Reference Guide. *See* Nero Decl. Ex. 4 at 11 ("airing/streaming or intent of airing/streaming the entire duration of tournament games.") (emphasis added). The current (2009-10) WIAA policies do not define the term, but define instead a "transmission" as, in relevant part, "the transmitting – or intent of transmitting – any live or taped portion, or entire duration of tournament games." Nero Decl., Ex. 5 at 11.

Plaintiffs' Reply No. 44: Defendants' response does not give rise to a disputed issue of material fact. Defendants do not dispute the proposed finding as stated, and acknowledge that the 2008-09 WIAA policies define the term "broadcast" as "airing/streaming the entire duration of tournament games."

45. The policies prohibit any live or delayed television or internet streaming of WIAA State Tournament Series events of more than two minutes without permission from the WIAA. Nero Decl. Exs. 3 at 51 and 2 at 51.

Defendants' Response No. 45: Disputed. Under the WIAA policies, more than two minutes worth of video may be used as highlights on regularly scheduled news or sports broadcasts or Web page. Nero Decl. Ex. 5 at 12 (Video #3).

Plaintiffs' Reply No. 45: Defendants have misrepresented the WIAA Media Policies Reference Guide, which explicitly states:

Stations or Web sites may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news of sports programs and are no more than two minutes of a program which is any length.

Use of film, video, audio, tape, etc. is limited to regularly scheduled news, sports programs or Internet site stories, and use on such programs is limited to no more than two minutes of a program which is any length.

Nero Decl. Ex. 5 at 13, No. 4. Defendants' response is otherwise unsupported. The cited evidence, if considered in context, which would include the evidence cited by plaintiffs, does not support defendants' position and clearly indicate there is a two-minute limit absent permission from the WIAA.

46. No fees are required for tape-delayed broadcasts or streams for schools wishing to air games on their school's educational channel, on local cable systems, or the school's website. Nero Decl. Ex. 4 at 12.

Defendants' Response No. 46: Undisputed that this policy is included in the current Media Policies Reference Guide in addition to the 2008-09 policies the citation makes reference to. Nero Decl., Ex. 5 at 13 (2009-10 Guide, Video #5).

Plaintiffs' Reply No. 46: Defendants have raised no dispute with regard to proposed Finding of Fact No. 46 and it therefore remains undisputed.

47. Media covering WIAA tournament events for "newscast purposes" may, without paying a fee, (1) use tournament action as a backdrop for live actions reports (provided no play-by-play is used); and/or (2) use up to two minutes of film, videotape, etc. on a regularly scheduled news or sports program. Nero Decl. Exs. 2 at 51; 3 at 51; 4 at 12; and 5 at 12-13.

Defendants' Response No. 47: Disputed. Under the WIAA policies, more than two minutes worth of video may be used as highlights on regularly scheduled news or sports broadcast or web page. Nero Decl., Ex. 5 at 12 (Video #3).

Plaintiffs' Reply No. 47: Defendants have misrepresented the WIAA Media Policies Reference Guide, which explicitly states:

Stations or Web sites may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news of sports programs and are no more than two minutes of a program which is any length.

Use of film, video, audio, tape, etc. is limited to regularly scheduled news, sports programs or Internet site stories, and use on

such programs is limited to no more than two minutes of a program which is any length.

Nero Decl. Ex. 5 at 13, No. 4. Defendants' response is otherwise unsupported. The cited evidence, if considered in context, which would include the evidence cited by plaintiffs, does not support defendants' position and clearly indicate there is a two-minute limit.

48. Under the WIAA's policies, those who wish to broadcast or internet stream more than two minutes of tournament events are required to obtain permission from the rights holder. Nero Decl. Ex. 4 at 16.

Defendants' Response No. 48: Disputed. Under the WIAA policies, more than two minutes worth of video may be used as highlights on regularly scheduled news or sports broadcasts or Web page. Nero Decl., Ex. 5 at 12 (Video #3).

Plaintiffs' Reply No. 48: Defendants have misrepresented the WIAA Media Policies Reference Guide, which explicitly states:

Stations or Web sites may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news of sports programs and are no more than two minutes of a program which is any length.

Use of film, video, audio, tape, etc. is limited to regularly scheduled news, sports programs or Internet site stories, and use on such programs is limited to no more than two minutes of a program which is any length.

Nero Decl. Ex. 5 at 13, No. 4. Defendants' response is otherwise unsupported. The cited evidence, if considered in context, which would include the evidence cited by plaintiffs, does not support defendants' position and clearly indicate there is a two-minute limit.

49. The WIAA has provided for media access to communication lines (e.g., telephone, high-speed internet, and wireless connections) for use in reporting at State Tournament venues. Nero Decl. Ex. 5 at 6.

Defendants' Response No. 49: Undisputed that such communication lines are made available. Disputed to the extent that there are no facts in the record that any media or the defendants have used such communication lines.

Plaintiffs' Reply No. 49: Defendants do not refer to evidence to support their claimed dispute, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

50. The WIAA also permits the taking of photographs for reporting purposes, post-game interviews of players and coaches, radio and other audio broadcasts of WIAA events, and

other avenues of reporting and media coverage. Clark Aff. ¶ 24-25; Nero Decl. Ex. 4, at 6-15; Ex. 5 at 8-14.

Defendants' Response No. 50: Undisputed.

51. Subject to some limitations, newspapers are offered up to five media credentials for daily papers (two for weekly newspapers), which, among other benefits, allow reporters access to various communications lines for a fee of \$25-30. Nero Decl. Ex. 5 at 6.

Defendants' Response No. 51: Undisputed.

The WIAA Budget

52. An overwhelming majority of the WIAA's budget is derived from revenues generated by the State Tournament Series, which WIAA organizes, sponsors, and administers, and which is separate from and in addition to regular season games. Chickering Aff. ¶ 5; Clark Aff. ¶ 3.

Defendants' Response No. 52: Undisputed.

53. Chickering was responsible for the WIAA's 2007-2008 budget, and in that year the tournaments brought in \$6,202,963, which was 86% of the WIAA's total operating revenue of \$7,177,115. Chickering Aff. ¶ 5, Ex. A.

Defendants' Response No. 53: Undisputed.

54. The remaining 2007-2008 WIAA revenue came from membership dues, which amounted to .5% of revenue; sports fees, which amounted to 5.5% of revenue; officials dues, which amounted to 5% of revenue; and miscellaneous revenue such as subscriptions and rule book orders, which amounted to 3% of revenue. Chickering Aff. ¶ 5, Ex. A.

Defendants' Response No. 54: Undisputed.

55. All of WIAA's revenue is used to support its programs and the administration thereof, including paying for the expenses of operating the tournaments in all WIAA recognized sports. Chickering Aff. ¶ 6.

Defendants' Response No. 55: Undisputed.

56. Some of the WIAA recognized sports generate a profit, and others generate a loss for the WIAA. Chickering Aff. ¶ 7, Ex. A.

Defendants' Response No. 56: Undisputed.

57. The profits from one sport are used to offset deficits in other sports. Chickering Aff. ¶ 7, Ex. A.

Defendants' Response No. 57: Undisputed.

58. The vast majority of the WIAA tournament revenue is derived from basketball and football. Declaration of James L. Hoyt, Ph.D. in Support of Plaintiffs' Motion for Summary Judgment "Hoyt Decl." ¶ 44 (filed herewith); Nero Decl. Ex. 14; Chickering Aff. Ex. A.

Defendants' Response No. 58: Disputed to the extent that "vast majority" is vague. In 2008, basketball and football accounted for 60.9% of the WIAA's \$6,202,963 total operating revenue. Affidavit of Douglas E. Chickering, Jan. 21, 2010 (Dkt. #53) ("Chickering Aff."), Ex. A at 18-19 (basketball 2008 revenues of \$2,785,650 million and 2008 football revenues of \$988,884).

Plaintiffs' Reply No. 58: Plaintiffs dispute that the Defendants' vagueness objection creates a material factual dispute, and dispute that \$6,202,963 was WIAA's "total operating revenue" in 2008. Chickering Aff., Ex. A at 18-19. Plaintiffs do not dispute that in 2008, basketball and football accounted for 60.9% of the WIAA's \$6,202,963 tournament revenue.

59. In 2008, the WIAA generated positive net revenues in only basketball, football, wrestling, volleyball, hockey, and soccer. Nero Decl. Ex. 14; Hoyt Decl. ¶ 44; Chickering Aff. Ex. A.

Defendants' Response No. 59: Undisputed.

60. In 2008, the WIAA subsidized the following sports (meaning expenses for a sport exceeded revenues for that sport, so WIAA revenues from other sports covered the deficit): Baseball, Cross County, Golf, Gymnastics, Softball, Swimming and Diving, Tennis, and Track & Field. Chickering Aff. ¶ 8, Ex. A; Nero Decl. Ex. 14; Hoyt Decl. ¶ 44.

Defendants' Response No. 60: Undisputed.

61. The WIAA member schools desire their students to be able to play sports and have the same exposure for the sports even where a commercial market would not otherwise support such exposure. Chickering Aff. ¶ 8.

Defendants' Response No. 61: Disputed. This fact is not properly in the record because the affiant does not have personal knowledge of the fact.

Plaintiffs' Reply No. 61: The Defendants' claim that Doug Chickering does not have personal knowledge regarding the desires of WIAA member schools ignores his testimony that he was the Executive Director of the WIAA from January 1, 1986 to July 31, 2009. Chickering Aff. ¶ 2. As Executive Director, he was responsible for the overall operations of the WIAA. Chickering Aff. ¶ 2. He reported to the Board of Control of the WIAA, and was authorized by the Board of Control to make decisions as necessary for the proper operation of WIAA business. Chickering Aff. ¶ 2. Among his responsibilities was responsibility for the budget, revenue and expenditures of the WIAA, and he was authorized to enter into contracts for the benefit of the WIAA and its members. Chickering Aff. ¶ 2. Thus, the implementation of the WIAA members' desires by execution of a contract with WWY was well within his responsibilities as Executive Director. Defendants do not refer to evidence to support their

claimed dispute, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

62. The WIAA provides those opportunities for its members' students through the revenue that comes from the commercially viable sports. Chickering Aff. ¶ 8.

Defendants' Response No. 62: Undisputed.

63. For the 2007-2008 year, the WIAA provided a subsidy of \$692,884 to subsidized sports, which is 11% of total revenue earned from tournaments. Chickering Aff. Ex. A.

Defendants' Response No. 63: Undisputed.

WIAA Tournaments

64. The WIAA hosts and administers 25 State Championship Tournaments, which includes both boys and girls sports, and individual and team competition. Chickering Aff. ¶ 28.

Defendants' Response No. 64: Undisputed.

65. The WIAA leases the facilities or venues for the WIAA-hosted State Tournaments through long-term contracts of three to five years (except the WIAA does not have leases with the venues for cross country or gymnastics). Chickering Aff. ¶ 28.

Defendants' Response No. 65: Undisputed.

66. When the WIAA uses the venues, it uses them solely for its athletic competitions. Chickering Aff. ¶ 28.

Defendants' Response No. 66: Disputed as incomplete. The WIAA uses the venues for athletic competitions to which it invites and admits members of the public and credentialed media. Nero Decl., Ex. 3 at 48 (spectator policies); Nero Decl., Ex. 5 at 1 (general credentialing information).

Plaintiffs' Reply No. 66: Defendants' response does not establish a material issue of disputed fact, as defendants do not dispute the stated fact that when the WIAA uses venues, it uses them solely for its athletic competitions. Therefore, this proposed fact remains undisputed.

67. The WIAA has use of the facilities or venues for the duration of the athletic competition as specified in the leases, and does not otherwise have any control over or obligation with respect to the management or operation of the facilities or venues when not used by the WIAA for its athletic events. Chickering Aff. ¶ 28.

Defendants' Response No. 67: Undisputed.

68. The State Tournaments are held in sixteen different athletic facilities throughout the State of Wisconsin. Chickering Aff. ¶ 29.

Defendants' Response No. 68: Undisputed.

69. The WIAA tries to find the best facility available to showcase the athletic event, provided the facility is available and affordable, and offers good value for the WIAA's money. Chickering Aff. ¶ 29.

Defendants' Response No. 69: Undisputed.

70. Each of the public venues used by the WIAA was designed for the specific type of athletic tournament being held there: the boys and girls golf tournaments are held at University Ridge golf course in Madison, a venue solely designed for golf; the football tournaments are held at Camp Randall stadium in Madison, a facility used for football games; boys and girls soccer tournaments are held at Uihlein Soccer Park in Milwaukee, which was designed specifically for soccer games; swimming and diving tournaments are held at the UW Natatorium in Madison, a facility with pools and a diving well; girls and boys tennis tournaments are held at the Nielsen Tennis Stadium in Madison, a facility containing indoor and outdoor tennis courts and squash courts; and softball tournaments are held at the Goodman Diamond in Madison, which is a facility designed and used for softball games. Chickering Aff. ¶ 29.

Defendants' Response No. 70: Undisputed.

71. The WIAA also hosts tournaments at several private facilities: baseball tournaments are held at Fox Cities Stadium in Appleton, which is a privately owned minor league baseball park; the boys volleyball tournament is held at Wisconsin Lutheran College in Milwaukee, a privately owned college; and the cross country tournament is held at the Ridges Golf Course in Wisconsin Rapids, a privately owned golf course (which is not leased). Chickering Aff. ¶ 29.

Defendants' Response No. 71: Undisputed.

72. Other WIAA tournaments are also held at the Lincoln Field House in Wisconsin Rapids (which is not leased), the UW Field House in Madison, the Memorial Stadium in LaCrosse, the Resch Center in Green Bay, the Kohl Center in Madison, and the Alliant Energy Center in Madison, all of which are venues used for different athletic events. Chickering Aff. ¶ 29.

Defendants' Response No. 72: Undisputed.

73. The WIAA establishes a fee for admission to its tournaments. Chickering Aff. ¶ 30.

Defendants' Response No. 73: Undisputed.

74. The public is permitted entry to the tournament upon payment of the admission fee. Chickering Aff. ¶ 30.

Defendants' Response No. 74: Undisputed.

75. The WIAA provides for free admission for certain categories of people, such as cheerleaders, school staff members, game officials and credentialed media, but no other person beyond those identified may be provided complimentary admissions. Chickering Aff. ¶ 30.

Defendants' Response No. 75: Undisputed.

76. The WIAA sets its admission fee so that the event is an affordable outing for families. Chickering Aff. ¶ 30.

Defendants' Response No. 76: Undisputed that the WIAA intends that an event be an affordable outing for families. Disputed to the extent "affordable outing for families" is vague. Disputed also that there are any facts in the record to support the contention that "families" generally consider the WIAA's admission fees affordable.

Plaintiffs' Reply No. 76: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

77. The WIAA has not denied a legitimate media organization entry to a tournament, entry to designated media facilities of WIAA-sponsored events, or media credentials. Chickering Aff. ¶ 31; Nero Decl. Ex. 18 at Interrog. No 6 and Resp. No. 6.

Defendants' Response No. 77: Undisputed.

78. Gannett admits that it is "not aware of any instance in which WIAA has denied Defendants or other members of the news media entry to a WIAA-Sponsored Event." Nero Decl. Ex. 18 at Interrog. No. 6 and Resp. No. 6.

Defendants' Response No. 78: Undisputed.

WIAA Contracts

79. The WIAA has had an exclusive contract with Fox Sport Network Wisconsin ("Fox") to transmit the seven state football finals since 2001. Chickering Aff. ¶ 9.

Defendants' Response No. 79: Undisputed.

80. The WIAA receives \$20,000 annually from Fox for that exclusive contract. Chickering Aff. ¶ 9, Ex. B; Clark Aff. ¶ 8.

Defendants' Response No. 80: Undisputed.

81. The WIAA has had an exclusive video transmission contract for boys basketball games with Quincy Newspapers, Inc. (“QNI”) since 1968. Chickering Aff. ¶ 10.

Defendants’ Response No. 81: Undisputed.

82. In the 1980s, the QNI contract expanded to include rights to exclusively broadcast WIAA’s Boys and Girls Basketball Tournaments and Hockey Finals. Chickering Aff. ¶ 10.

Defendants’ Response No. 82: Undisputed.

83. QNI owns and operates five different television stations, (collectively called “The WIAA State Network”), that broadcast the WIAA tournaments and finals pursuant to the contract. Chickering Aff. ¶ 10.

Defendants’ Response No. 83: Undisputed.

84. Beginning in about 2003, QNI told Chickering that it could no longer afford to offer a competitive product for the contract price of \$140,000. Chickering Aff. ¶ 11; Clark Aff. ¶ 4.

Defendants’ Response No. 84: Disputed as hearsay. This fact is not supported by admissible evidence.

Plaintiffs’ Reply No. 84: The proposed fact is not hearsay, as it not being introduced to prove the truth of the matter asserted (that QNI could not afford the contract price of \$140,000), but rather to prove the WIAA’s motivation to enter into an exclusive contract with WWY.

85. The WIAA and QNI negotiated a reduction in the annual fee: In 2002, QNI paid the WIAA \$140,000 under the contract; in 2003, QNI paid \$125,000; in 2004, QNI paid \$75,000. Chickering Aff. ¶ 11.

Defendants’ Response No. 85: Undisputed.

86. In 2004, with two years left on the contract, QNI said it could not guarantee that it would enter into a successor agreement unless the WIAA was willing to alter its price. Chickering Aff. ¶ 12.

Defendants’ Response No. 86: Disputed as hearsay. This fact is not supported by admissible evidence.

Plaintiffs’ Reply No. 86: The proposed fact is not hearsay, as it not being introduced to prove the truth of the matter asserted (that QNI would not enter into a successor contract), but rather to prove the WIAA’s motivation to enter into an exclusive contract with WWY.

87. In or around 2004, the WIAA and QNI negotiated a reduction in price down to \$40,000 per year, and secured an extended contract with QNI, operating as The WIAA State Network, until 2010. Chickering Aff. ¶ 12, Ex. C.

Defendants' Response No. 87: Disputed only to the extent that the citation expressly states such negotiation occurred "In 2004." Chickering Aff. ¶ 12.

Plaintiffs' Reply No. 87: Plaintiffs accept defendants' amendment that the negotiation occurred in 2004, but defendants' response raises no material dispute with regard to proposed Finding of Fact No. 87 and it therefore remains undisputed.

88. QNI paid an annual fee of \$40,000 to the WIAA until 2008, at which time upon mutual agreement of the parties, the QNI payment to the WIAA increased to \$75,000 annually. Chickering Aff. ¶ 12.

Defendants' Response No. 88: Undisputed.

89. In 2004, due to the loss of revenue from QNI, the WIAA began to look for other sources of revenue. Chickering Aff. ¶ 13; Clark Aff. ¶ 4.

Defendants' Response No. 89: Undisputed.

90. At about the same time as WIAA lost the QNI revenue, WIAA staff was hearing from the coaches committees, especially for volleyball and wrestling, that they were questioning why their sports were not being broadcast on TV, and that they had a strong interest in getting their sports on TV. Chickering Aff. ¶ 15; Clark Aff. ¶ 6.

Defendants' Response No. 90: Disputed as hearsay. This fact is not supported by admissible evidence.

Plaintiffs' Reply No. 90: The proposed fact is not hearsay, as it is not being introduced to prove the truth of the matter asserted (that coaches committees wanted their events broadcast on TV), but rather to prove the WIAA's motivation to enter into an exclusive contract with WWY.

91. The coaches wanted the same exposure for their sports and athletes that basketball, hockey and football were receiving. Chickering Aff. ¶ 15.

Defendants' Response No. 91: Disputed as hearsay. This fact is not supported by admissible evidence.

Plaintiffs' Reply No. 91: The proposed fact is not hearsay, as it is not being introduced to prove the truth of the matter asserted (that coaches wanted the same exposure for their sports), but rather to prove the WIAA's motivation to enter into an exclusive contract with WWY.

92. The WIAA staff was anxious to get as many sports publicly distributed as possible. Chickering Aff. ¶ 15.

Defendants' Response No. 92: Undisputed.

93. At that time, around 2004, no television station carried games other than the Football Finals (which was carried by Fox), and the Hockey Finals and Boys and Girls Basketball Tournaments (which were carried by QNI), except that, in some instances, local community access channels would broadcast tape-delayed local games. Chickering Aff. ¶ 14; Clark Aff. ¶ 5.

Defendants' Response No. 93: Undisputed.

94. The WIAA was not aware of any internet streaming of WIAA events by any party, and the only rights fees the WIAA received at that time were from the transmission of videos of its tournament events for Football State Finals, Boys and Girls Basketball State Tournament, and Hockey State Finals. Clark Aff. ¶ 5.

Defendants' Response No. 94: Undisputed.

95. In fact, in 2005, the vast majority of WIAA sports were not carried by any media organization either on television or the internet. Chickering Aff. ¶ 14; Clark Aff. ¶ 6.

Defendants' Response No. 95: Undisputed.

96. The WIAA inquired whether its existing contractual partners might be interested in broadcasting these additional events, but the existing contractual partners expressed concern over whether they could implement a feasible financial model from which they could profit by the expansion, so declined to pursue the opportunity. Chickering Aff. ¶ 16; Clark Aff. ¶ 6.

Defendants' Response No. 96: Disputed, as hearsay, the second assertion stating what the existing contractual partners expressed. This portion of the fact is not supported by admissible evidence. Undisputed otherwise.

Plaintiffs' Reply No. 96: The proposed fact is not hearsay as it is not being introduced to prove the truth of the matter asserted (that contractual partners could not implement a feasible financial model), but rather to prove the WIAA's motivation to enter into an exclusive contract with WWY.

The WIAA's Relationship with When We Were Young Productions

97. In Fall 2003, Chickering met Tim Eichorst, the majority shareholder of WWY. Chickering Aff. ¶ 17; Affidavit of Tim Eichorst "Eichorst Aff." ¶ 2 (filed herewith).

Defendants' Response No. 97: Undisputed.

98. WWY was incorporated in 2002. Eichorst Aff. ¶ 3.

Defendants' Response No. 98: Undisputed.

99. WWY is a video production company located in Waunakee, Wisconsin. Eichorst Aff. ¶ 4.

Defendants' Response No. 99: Undisputed.

100. In about 2000, Eichorst, who has a background in technology, started filming high school football games as a hobby, and he became proficient at it. Eichorst Aff. ¶ 5.

Defendants' Response No. 100: Undisputed.

101. Eichorst researched high school sports and realized that he could connect the growing technology to the industry and cater to the growing interest in high school sports. Eichorst Aff. ¶ 6.

Defendants' Response No. 101: Undisputed.

102. Eichorst initially made highlight videos for a high school sports team, but could not make enough money, so he began to think about a larger platform for producing and distributing high school athletic events. Eichorst Aff. ¶ 8.

Defendants' Response No. 102: Undisputed.

103. Eichorst knew that distribution of WIAA tournaments was very limited, so Eichorst arranged an introduction to Chickering. Eichorst Aff. ¶ 9.

Defendants' Response No. 103: Undisputed.

104. Eichorst first met Chickering at a state football tournament in the fall of 2003, at which time they briefly discussed producing and distributing WIAA tournaments. Eichorst Aff. ¶ 10; Chickering Aff. ¶ 17.

Defendants' Response No. 104: Undisputed.

105. Eichorst and Chickering agreed to meet again in December of that year to discuss these issues in more detail. Eichorst Aff. ¶ 10; Chickering Aff. ¶ 17.

Defendants' Response No. 105: Undisputed.

106. In December of 2003, Eichorst met with Chickering and Clark, and they talked about WWY's vision to produce and mass distribute high school sporting events. Eichorst Aff. ¶ 11; Chickering Aff. ¶ 18.

Defendants' Response No. 106: Undisputed.

107. In May of 2004, Eichorst for WWY and Chickering for the WIAA signed a Letter of Intent to pursue a formal contract granting WIAA programming rights to WWY. Eichorst Aff. ¶ 12, Ex. A; Chickering Aff. ¶ 19.

Defendants' Response No. 107: Undisputed.

108. The Letter of Intent described the mutual interest between the WIAA and WWY to work together under a long-term contract to produce and distribute WIAA sports events, with the understanding that many details of the relationship would need to be worked out and discussed. Eichorst Aff. ¶ 12, Ex. A.

Defendants' Response No. 108: Undisputed.

109. The general understanding described in the Letter of Intent was that WWY would have the exclusive right to produce and distribute all WIAA playoff and tournament events, except those under a pre-existing contract, for live or tape delayed programming. Eichorst Aff. ¶ 12, Ex. A; Chickering Aff. ¶ 19.

Defendants' Response No. 109: Undisputed.

110. WWY would pay the WIAA a fee, to be determined, for those rights. Eichorst Aff. ¶ 12, Ex. A; Chickering Aff. ¶ 19.

Defendants' Response No. 110: Undisputed.

111. Distribution formats would include broadband, cable, network and physical media. Eichorst Aff. ¶ 12, Ex. A.

Defendants' Response No. 111: Undisputed.

112. The Letter of Intent was signed at the same time the WIAA was engaged in discussions with QNI about renegotiating their contract for a reduced fee, so the prospect of a contractual arrangement with another partner to provide revenue to the WIAA, while at the same time satisfying the WIAA's goals and interest in expanding distribution of athletic events, was of great interest to the WIAA. Chickering Aff. ¶ 19.

Defendants' Response No. 112: Undisputed.

113. After the Letter of Intent was signed, Eichorst worked on researching and proposing a business plan for the partnership between WWY and the WIAA for production and distribution of WIAA sports events. Eichorst Aff. ¶ 13.

Defendants' Response No. 113: Undisputed.

114. Eichorst researched technology, evaluated requirements for capital, equipment, facilities, and personnel, and prepared an estimate of costs and revenues. Eichorst Aff. ¶ 13.

Defendants' Response No. 114: Undisputed.

115. In about early 2005, Eichorst made a formal proposal to the WIAA for the production and distribution of WIAA athletic events. Eichorst Aff. ¶ 14, Ex. B; Chickering Aff. ¶ 20; Clark Aff. ¶ 7.

Defendants' Response No. 115: Undisputed.

116. At no time prior to the proposal from WWY did any media or production company express any interest in transmitting WIAA events via internet, and there were no inquiries or requests to the WIAA by media organizations to transmit underexposed and less visible sports. Clark Aff. ¶ 7.

Defendants' Response No. 116: Disputed as incomplete. At no time prior to the proposal from WWY did the WIAA provide notice it was seeking members of the media interested in transmitting WIAA events via Internet. See Declaration of Mary Bennin Cardona, Feb. 9, 2010 (filed herewith) (“Cardona Decl.”), Ex. C at 2 (WIAA did not consult with public access channels before signing agreement with WWY); Ans. To Defs.’ Counterclaims (Dkt. #5), ¶ 38 (WIAA did not request bid from defendants).

Plaintiffs' Reply No. 116: Defendants’ version of the fact does not establish a material issue of disputed fact. Therefore, this proposed fact as stated remains undisputed. Further, plaintiffs reply that defendants’ response is inaccurate. The WIAA inquired whether its existing contractual partners might be interested in broadcasting other WIAA events, but they declined to pursue the opportunity. Chickering Aff. ¶ 16.

117. The proposal was for WWY to deliver broadcast quality video production of WIAA events, to distribute these products through all physical, electronic, and broadcast media, and to establish the WIAA as a progressive thought leader. Eichorst Aff. ¶ 15; Chickering Aff. ¶ 20.

Defendants' Response No. 117: Disputed to the extent that “progressive thought leader” is unclear, but immaterial.

Plaintiffs' Reply No. 117: Defendants’ objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

118. Eichorst planned to organize a management structure in the field to tape the events, and the proposal identified the specific field equipment WWY would use such as Camcorders, computers, and associated accessories, and WWY’s cost for this field equipment. Eichorst Aff. ¶ 15; Chickering Aff. ¶ 20.

Defendants' Response No. 118: Undisputed.

119. The events to be covered under the proposed agreement with WWY would be live streamed from the venue. Chickering Aff. ¶ 20.

Defendants' Response No. 119: Undisputed that Eichorst proposed to live stream events. Disputed to the extent that the fact suggests all events covered by the agreement are being produced. The vast majority of events covered under the agreement with WWY are not being produced by anyone, whether by streaming or through any other format. See Supplemental Proposed Findings of Fact in Support of Defendants' Motion for Summary Judgment on Their Counterclaim "Supp PFOF" ¶¶ 30-32 (Only 3.7% of games covered by WWY were produced in 2008).

Plaintiffs' Reply No. 119: Plaintiffs do not dispute that WWY does not live stream every WIAA tournament event that could be streamed pursuant to the contract with the WIAA. However, with that amendment, defendants do not dispute that the proposed agreement was that events that were to be produced by WWY were to be live streamed from the venue.

120. To produce the films, Eichorst planned to construct or acquire a state of the art production facility, acquire hardware and software, and provide all technical staffing, for which he budgeted three million dollars. Eichorst Aff. ¶ 15.

Defendants' Response No. 120: Undisputed that this was Eichorst's proposal.

Plaintiffs' Reply No. 120: As defendants' response does not raise a material dispute as to proposed Finding of Fact No. 120, this proposed fact remains undisputed.

121. In fact, Eichorst invested millions of dollars in building WWY to be a high quality production company, including: broadcast quality technical equipment; several state of the art mobile television trucks for broadcasting; 10 employees who work full time as producers, directors and editors on producing WIAA events; 20 to 30 part-time, seasonal employees who work as camera operators and graphics operators for filming in the field; and two to three part-time employees to operate the feed to the video board, all at no cost to the WIAA. Eichorst Aff. ¶¶ 33-34.

Defendants' Response No. 121: Undisputed.

122. Under the proposal, Eichorst would also work on marketing efforts in conjunction with the WIAA, and would develop and launch a web site for the distribution of WIAA events. Eichorst Aff. ¶ 15.

Defendants' Response No. 122: Undisputed.

123. Eichorst explained that WWY would assume the financial responsibility for the venture, and that the WIAA and its members would have no financial commitment to the venture, but would have the opportunity to earn royalties based on distribution revenues. Eichorst Aff. ¶ 16; Chickering Aff. ¶ 21.

Defendants' Response No. 123: Undisputed.

124. WWY expected to break even on (and not profit from) “hard media” items, such as the game films, highlight videos, documentaries and still photography, which would be priced in a manner to be affordable to the consumer. Eichorst Aff. ¶ 16; Chickering Aff. ¶ 21.

Defendants’ Response No. 124: Undisputed.

125. WWY expected to make profits on “broadcast media,” including such things as real-time game feed, broadcast TV highlight feeds, and studio production of weekly TV shows. Eichorst Aff. ¶ 16; Chickering Aff. ¶ 21.

Defendants’ Response No. 125: Undisputed.

The WIAA’s contract with WWY

126. Based on WWY’s proposal, WWY and the WIAA entered into a Production Rights And Distribution Agreement (“the Agreement”). Eichorst Aff. ¶ 17, Ex. C; Chickering Aff. ¶ 22.

Defendants’ Response No. 126: Undisputed.

127. The Agreement was fully executed in May of 2005, and lasts for a term of ten (10) years. Eichorst Aff. ¶ 17, Ex. C; Chickering Aff. ¶ 22.

Defendants’ Response No. 127: Undisputed.

128. The Agreement gives WWY the exclusive right to produce, sell, and distribute all WIAA tournament series and championship events for all WIAA sports, except those under existing contract, which are Football and Hockey State Finals, and the entire State Boys and Girls Basketball Tournaments. Eichorst Aff. ¶ 18, Ex. C; Chickering Aff. ¶ 23; Clark Aff. ¶ 8.

Defendants’ Response No. 128: Undisputed.

129. WWY paid \$60,000 to the WIAA in 2008 for these rights. Chickering Aff. ¶ 23; Clark Aff. ¶ 8; Eichorst Aff. ¶ 28.

Defendants’ Response No. 129: Disputed as incomplete. WWY made a \$60,000 payment to the WIAA in July 2009 (for its 2008 rights), but that payment was by oral agreement and not as part of the payment formula in the Agreement referenced in Proposed Fact 128. Second Declaration of Monica Santa Maria In Support of Defendants’ Motion for Summary Judgment on Their Counterclaim (filed herewith) (“Second Santa Maria Decl.”), Ex. A at 7 (Interrog. No. 4 and Resp. to Interrog. No. 4); Clark Aff., Ex. 3 at 3.

Plaintiffs’ Reply No. 129: Defendants’ version of the fact does not establish a material issue of disputed fact, as defendants do not dispute that WWY paid \$60,000 to the WIAA for rights under the contract in 2008. Therefore, this proposed fact remains undisputed.

130. In addition, in 2008 WIAA received \$80,000 from a sponsorship partner, a portion of which came from advertising in programming produced by WWY. Clark Aff. ¶ 10.

Defendants' Response No. 130: Undisputed.

131. In addition, WWY was granted the rights to market the partnership with the WIAA; to use the WIAA trademark, logo and name for marketing purposes; and to establish an online website for marketing and distribution. Eichorst Aff. ¶ 19, Ex. C.

Defendants' Response No. 131: Undisputed.

132. The Agreement provides for production goals, produced either by WWY directly or through an affiliate, of 100% of state tournaments, 50% of sectional events, and 25% of regional events. Eichorst Aff. ¶ 23, Ex. C.

Defendants' Response No. 132: Undisputed.

133. Before the Agreement with WWY, there was no widespread distribution of sectional and regional WIAA events. Eichorst Aff. ¶ 23; Clark Aff. ¶ 6.

Defendants' Response No. 133: Disputed in so far as “widespread distribution” is unclear.

Plaintiffs' Reply No. 133: Defendants do not refer to evidence to support their claimed dispute, as required to establish a material issue of disputed fact, and the meaning of the proposed finding of fact is clear. Accordingly, this proposed fact remains undisputed.

134. The Agreement provides for a multi-platform distribution strategy under which WWY agrees to distribute directly, or contract with a distribution agent for, WWY produced events, through live production, live or delayed streaming, video on demand, tape delayed production, and physical media. Eichorst Aff. ¶ 24, Ex. C.

Defendants' Response No. 134: Undisputed.

135. Examples of distribution platforms include internet based video on demand (web streaming), DSL/Broadband based video on demand, cable based video on demand, satellite based video on demand, cable (live or delayed), satellite (live or delayed), network (live or delayed), and other physical media. Eichorst Aff. ¶ 24, Ex. C.

Defendants' Response No. 135: Undisputed.

136. At the time WWY was negotiating the Letter of Intent and Agreement with the WIAA, Fox Sports Wisconsin (“Fox”) saw WWY’s product for individual game highlights and, because of its high production quality, was interested in contracting with WWY for distribution of WIAA events. Eichorst Aff. ¶ 31.

Defendants' Response No. 136: Undisputed.

137. Eichorst started discussing with Fox an agreement where Fox would be a distribution agent for WWY produced WIAA events. Eichorst Aff. ¶ 31.

Defendants' Response No. 137: Undisputed.

138. Fox required WWY to provide it with exclusive content for distribution as part of any agreement. Eichorst Aff. ¶ 31.

Defendants' Response No. 138: Undisputed.

139. Once the WIAA signed the Agreement with WWY, the WWY/Fox contract was finalized for Fox's distribution of WWY produced WIAA events. Eichorst Aff. ¶ 32.

Defendants' Response No. 139: Undisputed.

140. As part of WWY's Agreement with Fox, events from all WIAA tournaments are distributed for delayed TV through Fox. Eichorst Aff. ¶ 32.

Defendants' Response No. 140: Undisputed that some events from WIAA tournaments are distributed by delayed TV through Fox. Affidavit of Todd C. Clark, Jan. 19, 2010 (Dkt. #54) ("Clark Aff."), Ex. 2 (listing tournament events distributed by Fox).

Plaintiffs' Reply No. 140: Undisputed.

141. WWY's contract with Fox expires in 2011. Eichorst Aff. ¶ 32.

Defendants' Response No. 141: Undisputed.

Affiliate Production Partners

142. The Agreement between WIAA and WWY grants WWY the right to authorize affiliate production partners for the production of WIAA events. In exchange, WWY agrees to actively seek out and affiliate all qualified production resources. Eichorst Aff. ¶ 25, Ex. C.

Defendants' Response No. 142: Undisputed.

143. Clark worked with Eichorst to develop the affiliate program through which television stations, web sites, other media outlets or production companies could become affiliates with WWY for purposes of producing and distributing WIAA events. Clark Aff. ¶ 13.

Defendants' Response No. 143: Undisputed.

144. The WIAA did not have a method or resources for monitoring its media policies. Clark Aff. ¶ 13; Eichorst Aff. ¶ 26.

Defendants' Response No. 144: Disputed as unclear as to the time period during which the fact asserts the WIAA did not have a method or resources for monitoring its media policies. Additionally, the Eichorst Affidavit citation does not support the fact.

Plaintiffs' Reply No. 144: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Further, Defendants' objections are unfounded: Clark's Affidavit states that this discussion relates to the time period of the execution of the contract with WWVY in 2005. Clark First Aff. ¶ 12. Eichorst states in his affidavit that "WWVY monitors production and distribution for the WIAA, which did not have the resources for such monitoring." Eichorst First Aff. ¶ 26.

145. Further, the WIAA was concerned about the quality of production of its events, and the images that were associated with its events. Clark Aff. ¶ 13; Eichorst Aff. ¶ 26.

Defendants' Response No. 145: Undisputed.

146. Through the WIAA's relationship with WWVY, WWVY monitors production and distribution for the WIAA, ensuring compliance and quality control. Clark Aff. ¶ 13; Eichorst Aff. ¶ 26.

Defendants' Response No. 146: Undisputed.

147. As part of the affiliate program, Eichorst organized a meeting with the executive director of the Wisconsin Association of PEG (Public, Educational and Government) Access Channels ("WAPC"), to advise the WAPC of the WIAA's affiliate production program. Eichorst Aff. ¶ 26.

Defendants' Response No. 147: Undisputed.

148. The affiliate program would allow the PEG channels to film WIAA events and carry them on their channels, on a fee basis that was less than what the WIAA had been charging. Eichorst Aff. ¶ 26.

Defendants' Response No. 148: Disputed. Prior to signing the contract with WWVY, the WIAA received no direct revenue from PEG channels that broadcast local games. Clark Aff., ¶ 5.

Plaintiffs' Reply No. 148: Defendants' response does not raise a material dispute with respect to Plaintiffs' proposed finding of fact as stated, as the proposed fact relates to the fee charged by the WIAA, not the fee received by the WIAA, and Defendants have not disputed that the fee charged under the affiliate program was less than what the fee that the WIAA charged. Plaintiffs further reply that the WIAA does not charge PEG stations for delayed transmissions of regular season games. For WIAA tournament games, the WIAA charged a fee

of \$20 per regional or sectional game, and \$50 for state games, to local PEG channels for delayed transmissions of WIAA tournaments since before the contract with WWY. The stations were to make the payment for all regional and sectional events directly to the host school. Because of that requirement, the WIAA itself was not able to monitor whether the PEG channels were complying with the fees policies, unless indicated on the event financial forms the school submits to the WIAA. The WIAA thus would be aware if a PEG channel did pay, but would not be aware if the PEG channel taped an event but did not pay the required fee. Thus, the WIAA believed there were instances when local PEG channels would transmit a local WIAA tournament game without paying the fee to the WIAA. Clark Second Aff. ¶ 6; Clark Third Decl. ¶ 7.

149. Before the affiliate program, the WIAA had charged \$20 per event for local PEG channels to film and broadcast a WIAA event; under WWY's affiliate program, WWY charges PEG channels \$50 per year. Eichorst Aff. ¶ 26.

Defendants' Response No. 149: Disputed. Prior to signing the contract with WWY, the WIAA received no direct revenue from PEG channels that broadcast local games. Clark Aff., ¶ 5.

Plaintiffs' Reply No. 149: Defendants' response does not raise a material dispute with respect to Plaintiffs' proposed finding of fact as stated, as the proposed fact relates to the fee charged by the WIAA, not the fee received by the WIAA, and Defendants have not disputed that these were the fees the WIAA charged. Plaintiffs further reply that the WIAA does not charge PEG stations for delayed transmissions of regular season games. For WIAA tournament games, the WIAA charged a fee of \$20 per regional or sectional game, and \$50 for state games, to local PEG channels for delayed transmissions of WIAA tournaments since before the contract with WWY. The stations were to make the payment for all regional and sectional events directly to the host school. Because of that requirement, the WIAA itself was not able to monitor whether the PEG channels were complying with the fees policies, unless indicated on the event financial forms the school submits to the WIAA. The WIAA thus would be aware if a PEG channel did pay, but would not be aware if the PEG channel taped an event but did not pay the required fee. Thus, the WIAA believed there were instances when local PEG channels would transmit a local WIAA tournament game without paying the fee to the WIAA. Clark Second Aff. ¶ 6; Clark Third Decl. ¶ 7.

150. In return for the affiliate fee, WWY takes care of all of the organizational requirements for PEG access, such as making all necessary arrangements with the local school to get the television station set up for production. Eichorst Aff. ¶ 26.

Defendants' Response No. 150: Undisputed.

151. Once the PEG station films the event, they provide a master copy of the film to WWY, which sells the DVDs online, at WWY's administrative expense. Eichorst Aff. ¶ 26.

Defendants' Response No. 151: Undisputed.

152. The PEG station gets royalties from the DVD sales. Eichorst Aff. ¶ 26.

Defendants' Response No. 152: Undisputed.

153. No PEG station has complained about or refused to provide the master copy of the film to WWY. Eichorst Aff. ¶ 26.

Defendants' Response No. 153: Disputed, but immaterial. The Board of Directors of the Wisconsin Association of PEG Channels voted unanimously against endorsing the WWY affiliate program. Cardona Decl., ¶ 7. One of the reasons for the Board's vote was the requirement that the PEG station surrender the PEG's video. Cardona Decl., Ex. C at 1-2.

Plaintiffs' Reply No. 153: Defendants' version of the fact is not supported by admissible evidence, as the cited evidence is conclusory, speculative, opinion and hearsay.

154. In the fall of 2008 alone, WWY had 59 affiliates through its affiliate program. Eichorst Aff. ¶ 27.

Defendants' Response No. 154: Undisputed.

155. WWY has not turned down any request for an affiliate relationship. Eichorst Aff. ¶ 27; Clark Aff. ¶ 17.

Defendants' Response No. 155: Undisputed.

156. For a fee ultimately determined by the WIAA, WWY allows anyone else to produce and distribute a "declined event"—a WIAA post-season event to which WWY holds the rights but has declined production. Eichorst Aff. ¶ 36.

Defendants' Response No. 156: Disputed. WWY charges a fee for multi-camera Internet streams of \$1,500, see Affidavit of John W. Dye, Jan. 22, 2010 (Dkt. #39) Ex. B, which is higher than the \$1250 the WIAA has approved, Clark Aff., ¶ 15. Also, 2009-10 Media Guide expressly stated that "(a)ll permissions granted, policies enforced and fees required will be at the sole discretion of the rights holder." Nero Decl., Ex. 5 at 17.

Plaintiffs' Reply No. 156: Defendants' response does not give rise to a disputed issue of material fact with respect to proposed Finding of Fact No. 156. Mr. Clark recognized and corrected a statement from his first affidavit in his second affidavit, and confirmed that the fee for multi-camera Internet streams approved by the WIAA is \$1,500. Thus, the correct fee structure determined by the WIAA is \$250 to live internet stream a game produced with one camera, and \$1,500 to live internet stream a game produced with multiple cameras. Clark Second Aff. ¶ 8. *See also* Eichorst First Aff. ¶ 38 ("the WIAA decided on a fee structure"); Clark First Aff. ¶ 15 ("the WIAA decided on a fee structure").

157. WWY has never rejected a request to produce a declined event. Eichorst Aff. ¶ 36.

Defendants' Response No. 157: Undisputed.

158. Clark and Eichorst worked together to determine the fee for affiliate production of a declined event. Eichorst Aff. ¶ 37; Clark Aff. ¶ 14.

Defendants' Response No. 158: Undisputed.

159. Eichorst works with seven other state high school athletic associations for producing and distributing their high school athletic events, so he was familiar with how different states address the fee structure. Eichorst Aff. ¶ 37.

Defendants' Response No. 159: Undisputed.

160. Clark is familiar with the policies and practices of other states' high school athletic associations with respect to the production and distribution of games, including what they charge for video production or internet streaming. Clark Aff. ¶ 14.

Defendants' Response No. 160: Undisputed.

161. The WIAA decided on a fee structure that requires a person or entity to pay \$250 to live internet stream a game produced with one camera, and \$1,250 to live internet stream a game produced with multiple cameras. Eichorst Aff. ¶ 38; Clark Aff. ¶ 15.

Defendants' Response No. 161: Undisputed.

162. This fee was determined based on a number of factors, including the fact that the fee was consistent with or lower than the fees charged by other state athletic associations. Eichorst Aff. ¶ 39; Clark Aff. ¶ 16.

Defendants' Response No. 162: Undisputed.

163. In determining the fee, Clark and Eichorst also looked at the value of the production and the resources devoted to the production. Eichorst Aff. ¶ 39; Clark Aff. ¶ 16.

Defendants' Response No. 163: Undisputed.

164. In determining the fee, Clark and Eichorst also considered the medium, whether internet or TV, and how wide the distribution would be, whether local or world-wide. Eichorst Aff. ¶ 39; Clark Aff. ¶ 16.

Defendants' Response No. 164: Undisputed.

165. Clark and Eichorst determined that the multi-camera production lends itself to a wide internet distribution platform that people are able to see world-wide, whereas a single camera local PEG station production is shown only through the television medium for distribution to the local community, and is transmitted on a tape-delayed basis and not live. Eichorst Aff. ¶ 39; Clark Aff. ¶ 16.

Defendants' Response No. 165: Undisputed.

166. WWY has never charged anything other than what the WIAA has determined to be the appropriate fee for affiliate production. Clark Aff. ¶ 17.

Defendants' Response No. 166: Disputed. WWY charges more for multi-camera Internet streams than the fee the WIAA has determined is appropriate. *Compare* Clark Aff. ¶ 15 (\$1250 for multi-camera) *with* Dye Aff., Ex. B (\$1500 for multi-camera).

Plaintiffs' Reply No. 166: Defendants do not raise a disputed issue of material fact with respect to proposed Finding of Fact No. 166. Mr. Clark recognized and corrected a statement from his first affidavit in his second affidavit, and confirmed that the fee for multi-camera Internet streams approved by the WIAA is \$1,500. Thus, the correct fee structure determined by the WIAA, as noted by Mr. Clark in his second affidavit, is \$250 to live internet stream a game produced with one camera, and \$1,500 to live internet stream a game produced with multiple cameras. Clark Second Aff. ¶ 8.

WWY's Video Production Services for the WIAA

167. As part of the Agreement with the WIAA, WWY agreed to provide video production resources to the WIAA at no cost to the WIAA. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 167: Undisputed such production resources are available to the WIAA upon request. Affidavit of Tim Eichorst, Jan. 15, 2010 (Dkt. #55) Ex. C at VI(a) (WWY Contract) (emphasis added).

Plaintiffs' Reply No. 167: Plaintiffs do not dispute defendants' point that the contract between WIAA and WWY contains the language that WWY agrees to provide such services "upon request," but Plaintiffs do dispute any implication in defendants' response that such request was not made. Further, Defendants' response does not dispute that there was agreement to provide such services or that such services were actually provided.

168. WWY films, edits, and makes available on wiaa.tv, the WIAA's sports meetings, such as the WIAA's seasonal rule interpretation meetings, so that members and the public can access such meetings without attending in person. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 168: Undisputed.

169. WWY films, and makes available on wiaa.tv live, the WIAA's Annual Meeting, so that members and the public can access such meetings without attending in person. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 169: Disputed. Only the 2009 Annual Meeting is available on wiaa.tv. Second Veldran Aff., ¶ 4.

Plaintiffs' Reply No. 169: Defendants' response does not raise a disputed issue with respect to proposed Finding of Fact No. 169. The Second Veldran Affidavit cited in defendants' response only proves that as of February of 2010, the only Annual Meeting available on wiaa.tv was for 2009. Earlier Annual Meetings were on wiaa.tv, but were removed as

outdated. Clark Third Decl. ¶ 11. Defendants provide no evidence to dispute this point and, as such, this proposed fact remains undisputed

170. These services save members time and expense, and allow increased public access to WIAA information, thereby promoting the visibility of the WIAA, and supporting the marketing and branding of the WIAA. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 170: Undisputed.

171. WWVY produces an annual video that compiles highlights of all state WIAA tournaments throughout the year. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 171: Undisputed.

172. WWVY films, edits, and makes available on wiaa.tv, the annual scholar athlete award ceremony held in the spring in Wausau, Wisconsin. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 172: Disputed. No video from any such award ceremony is available on wiaa.tv. Second Veldran Aff., ¶ 5.

Plaintiffs' Reply No. 172: Defendants' response does not raise a disputed issue with respect to proposed Finding of Fact No. 172. The Veldran Affidavit cited in Defendants' response only proves that such award ceremony was not available on wiaa.tv in February of 2010. Earlier ceremonies were on wiaa.tv, but were removed as outdated. Clark Third Decl. ¶ 11. Defendants provide no evidence to dispute this point and, as such, this proposed fact remains undisputed.

173. WWVY gives the award winners a DVD copy of the event. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 173: Undisputed.

174. WWVY films, edits, and makes available on wiaa.tv, the annual WASC Spirit of Excellence Award ceremony. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 174: Disputed. No video from such award ceremony is available on wiaa.tv. Second Veldran Aff., ¶ 6.

Plaintiffs' Reply No. 174: Defendants' response does not raise a disputed issue with respect to proposed Finding of Fact No. 174. The Second Veldran Affidavit only proves that such award ceremony was not available on wiaa.tv in February of 2010. Earlier ceremonies were on wiaa.tv, but were removed as outdated. Clark Third Decl. ¶ 11. Defendants provide no evidence to dispute this point and, as such, this proposed fact remains undisputed.

175. WWY films interviews of the presenters at the WASC Spirit of Excellence Award ceremony, which it includes in the final production of the award ceremony tape. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 175: Undisputed.

176. WWY helps promote the award ceremony at tournaments by showing the tape on the video board at various venues. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 176: Undisputed.

177. At venues where the WIAA hosts championship tournaments, WWY provides live game feed to the video board. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 177: Undisputed.

178. Normally, the venue itself charges a large fee to provide live game feed to the video board. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 178: Undisputed.

179. Instead of hiring someone from the venue to provide feed to the video board, WWY has two to three extra staff members present at the event solely to work on the video board feed, all at no cost to the WIAA. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 179: Undisputed.

180. WWY produces highlight segments from other WIAA sponsored sectionals or tournaments, and does recaps with video from other WIAA state championship tournaments, that WWY presents and feeds to the video board at WIAA championship tournaments. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 180: Undisputed.

181. WWY films starting line-ups, introduction videos, and/or team videos that it shows on the video board at all tournaments that have video board capability. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 181: Undisputed.

182. WWY creates public service announcements that the WIAA and member schools can display on video boards at events and that are displayed on wiaa.tv. Clark Aff. ¶ 9; Eichorst Aff. ¶ 29.

Defendants' Response No. 182: Undisputed.

The wiaa.tv Web Portal

183. Since the WIAA first began discussing the role of WWVY in producing and distributing WIAA events, Clark realized that internet streaming was an important technological development that would need to be addressed with respect to distribution of WIAA events. Clark Aff. ¶ 18.

Defendants' Response No. 183: Undisputed.

184. In fact, in the WIAA's first Media Policies Reference Guide in 2003, Clark addressed internet streaming as a distribution platform. Clark Aff. ¶ 18.

Defendants' Response No. 184: Undisputed.

185. Since then, Eichorst and Clark have had regular discussions about internet video streaming as a distribution platform. Clark Aff. ¶ 18; Eichorst Aff. ¶ 20.

Defendants' Response No. 185: Undisputed.

186. As part of his plan to produce and distribute WIAA events, Eichorst had proposed that internet streaming would be one of the distribution platforms. Clark Aff. ¶ 19.

Defendants' Response No. 186: Disputed as hearsay. This fact is not supported by admissible evidence.

Plaintiffs' Reply No. 186: The proposed fact is not hearsay, as it not being introduced to prove the truth of the matter asserted (that Eichorst had proposed internet streaming as a distribution platform), but rather to prove the WIAA's motivation to enter into an exclusive contract with WWVY. Further, the proposed fact is supported by the Affidavit of Tim Eichorst. Eichorst First Aff. ¶ 14, Ex. B, ¶ 15.

187. Eichorst also had proposed that as part of WWVY's distribution efforts, he would create an online property containing the name WIAA for use in marketing and distributing WIAA tournament series and championship content. Clark Aff. ¶ 19.

Defendants' Response No. 187: Disputed as hearsay. This fact is not supported by admissible evidence.

Plaintiffs' Reply No. 187: The proposed fact is not hearsay, as it not being introduced to prove the truth of the matter asserted (that Eichorst proposed to create an online property), but rather to prove the WIAA's motivation to enter into an exclusive contract with WWVY. Further, the proposed fact is supported by the Affidavit of Tim Eichorst. Eichorst First Aff. ¶ 14, Ex. B, ¶ 15.

188. Eichorst thought the web portal was a key part of the strategy for the branding and marketing of the WIAA, that the destination point for WIAA events needed to be branded as part of the WIAA, and that the market for that product should attach itself to that brand. Eichorst Aff. ¶ 20.

Defendants' Response No. 188: Disputed. The affiant is not competent to testify that WIAA Internet sites "need" to be branded.

Plaintiffs' Reply No. 188: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

189. Clark agreed that it was important that the WIAA name be associated with the video distribution platform, and that the WIAA should be the destination point for its own events. Clark Aff. ¶ 19.

Defendants' Response No. 189: Undisputed.

190. Eichorst and Clark considered using the WIAA's own website, but did not believe the server would have sufficient bandwidth capacity to handle the streaming. Clark Aff. ¶ 19.

Defendants' Response No. 190: Undisputed.

191. Based on these considerations, Eichorst and Clark created the web portal known as "wiaa.tv," which is located at <http://wiaa.tv/>. Clark Aff. ¶ 20; Eichorst Aff. ¶ 20.

Defendants' Response No. 191: Undisputed.

192. In the Spring of 2007, WWVY started live streaming WIAA athletic events on wiaa.tv. Eichorst Aff. ¶ 20.

Defendants' Response No. 192: Undisputed.

193. The wiaa.tv web portal contains all live and archived videos of WIAA events for all WIAA recognized sports that WWVY produces, and all live and archived videos for WIAA meetings that WWVY produces, such as sports meetings (meetings for specific sports such as basketball or wrestling), rules meetings, press conferences, and the annual meeting. Clark Aff. ¶ 20.

Defendants' Response No. 193: Undisputed.

194. The portal contains the WIAA logo and a link to the WIAA website, clearly identifying its connection to and cementing its relationship with the WIAA. Clark Aff. ¶ 20.

Defendants' Response No. 194: Undisputed.

195. WWVY operates and manages the wiaa.tv web portal for WIAA as part of its contractual responsibilities and at no cost to the WIAA. Clark Aff. ¶ 20.

Defendants' Response No. 195: Undisputed.

196. The WIAA has control over the content that is placed on wiaa.tv, including what is displayed, when, and how, to ensure it supports and is consistent with the mission and purpose of the WIAA. Clark Aff. ¶ 21; Eichorst Aff. ¶ 20.

Defendants' Response No. 196: Undisputed.

197. The wiaa.tv portal is a video-only site. Eichorst Aff. ¶ 21.

Defendants' Response No. 197: Undisputed.

198. There is limited advertising on wiaa.tv. Clark Aff. ¶ 21; Eichorst Aff. ¶ 21.

Defendants' Response No. 198: Undisputed.

199. The WIAA has control over the advertising on the website. Clark Aff. ¶ 21.

Defendants' Response No. 199: Undisputed.

200. If any video content or advertising was not consistent with the WIAA members' ideals and the mission of the organization, the WIAA would have the ability to restrict its display. Clark Aff. ¶ 21.

Defendants' Response No. 200: Undisputed.

201. The WIAA has begun a pilot program to use the wiaa.tv portal to the benefit of WIAA members by using the portal as a vehicle for member schools to live stream their own video of their own athletic events during the regular season at no charge to them. Clark Aff. ¶ 22; Eichorst Aff. ¶ 22.

Defendants' Response No. 201: Undisputed.

202. As part of the pilot program, to encourage schools to participate and use the portal, WWVY is paying pilot schools a minimum of \$500 this year to implement the program. Clark Aff. ¶ 22.

Defendants' Response No. 202: Undisputed.

203. The WIAA anticipates the wiaa.tv portal to have great potential for its members. Clark Aff. ¶ 22.

Defendants' Response No. 203: Undisputed.

204. The portal provides member schools with a safe haven to place its video content, and member schools do not have to worry about negative advertising or images associated with their video content. Clark Aff. ¶ 22.

Defendants' Response No. 204: Undisputed.

205. Although no WIAA events were offered on the internet in 2004-05, in 2008-09, the wiaa.tv web portal transmitted 82 live WIAA events and 182 on archived stream and DVD. Clark Aff. ¶ 8.

Defendants' Response No. 205: Disputed. 175 games were archive streamed in 2008-09. Second Santa Maria Decl., Ex. A at 7-8 (Interrog. No. 5 and Resp. to Interrog. No. 5).

Plaintiffs' Reply No. 205: Plaintiffs accept Defendants amendment to the proposed finding that 175 games were archive streamed in 2008-09. Accordingly, there is no dispute between the parties with respect to this fact.

206. Of the events offered on wiaa.tv, approximately 134 were under the WWY contract with WIAA, while approximately 48 were Football State Finals, Boys and Girls Basketball State Tournament, and Hockey State Finals. Clark Aff. ¶ 8.

Defendants' Response No. 206: Undisputed to the extent that the referenced events, numbering 182 in total, may have been live or archive streamed. Only 175 games, total, were archived streamed. Second Santa Maria Decl., Ex. A at 7-8 (Interrog. No. 5 and Resp. to Interrog. No. 5).

Plaintiffs' Reply No. 206: Defendants have raised no material dispute with regard to proposed Finding of Fact No. 206 and it therefore remains undisputed. Plaintiffs accept defendants' additional response that such events may have been live or archive streamed and that only 175 games total were archive streamed.

207. WWY does not make any money from the streaming of WIAA events on wiaa.tv. Eichorst Aff. ¶ 21.

Defendants' Response No. 207: Undisputed.

208. The expenses that WWY incurs to operate wiaa.tv are offset by WWY's distribution contracts. Eichorst Aff. ¶ 21.

Defendants' Response No. 208: Undisputed.

The Newspapers' Violation of the WIAA's Policies and the Exclusive Rights Contracts

209. The Post-Crescent, a newspaper published in Appleton, Wisconsin by Gannett Company, Inc., transmitted the following WIAA-sponsored tournament games through live internet streaming:

- October 28, 2008, Green Bay Preble High School v. Appleton North High School, at Appleton North High School;
- October 28, 2008, New London High School v. Waupaca High School, at Waupaca High School;
- November 1, 2008, Appleton North High School v. Bay Port High School, at Bay Port High School; and
- November 8, 2008, Appleton North High School v. Stevens Point Area High School, at Stevens Point Area High School

Defendants' Counterclaim, Dkt. No. 2 ¶ 39.

Defendants' Response No. 209: Undisputed.

210. The Post-Crescent internet streams of WIAA-sponsored games were made without the consent of WWY. Eichorst Aff. ¶ 44.

Defendants' Response No. 210: Undisputed.

211. In November of 2008, Eichorst contacted The Post-Crescent and requested that they remove the unauthorized games from its website, pay the associated rights fee, and provide WWY with the DVD of the game. Eichorst Aff. ¶ 44.

Response No. 211: Disputed. In November 2008, Eichorst contacted the *Green Bay Press-Gazette* by email regarding that newspaper's posting of an Internet stream produced by *The Post-Crescent* and made the above-cited requests. Dye Aff., Ex. B.

Plaintiffs' Reply No. 211: Defendants' response does not create a disputed issue of material fact with respect to proposed Finding of Fact No. 211, as regardless of which paper was contacted, Defendants do not dispute either that The Post-Crescent live streamed WIAA-sponsored games without the consent of WIAA or that in November 2008, Eichorst made contact with a Gannett newspaper regarding the unauthorized streaming produced by The Post-Crescent.

212. The Post-Crescent refused and has not paid the rights fee or provided a DVD to WWY. Eichorst Aff. ¶ 44.

Defendants' Response No. 212: Undisputed.

213. Clark did not authorize, on behalf of the WIAA or WWY, any media organization to live stream any WIAA-sponsored tournament without paying the required rights fee for such streaming, including the four WIAA-sponsored football tournaments that The Post-Crescent transmitted by live internet streaming in October and November of 2008. Clark Aff. ¶ 31.

Defendants' Response No. 213: Undisputed.

214. Gannett did not contact WWY to request permission to stream the four WIAA football events in November of 2008 that Gannett claims its newspapers were not permitted to stream. Eichorst Aff. ¶ 45.

Defendants' Response No. 214: Undisputed.

The WIAA's Photography Policy

215. From 2001-2003, the WIAA contracted to grant the nonexclusive right to Visual Image Photography, Inc. ("VIP") to sell photos and images of all state tournament finals. Chickering Aff. ¶ 32.

Defendants' Response No. 215: Undisputed.

216. In 2004, the WIAA contracted to grant the exclusive right to VIP to sell photos and images of all state tournament finals only. Chickering Aff. ¶ 32.

Defendants' Response No. 216: Undisputed.

217. The 2004 contract with VIP was for a 1-year term and expired in 2005. Chickering Aff. ¶ 32.

Defendants' Response No. 217: Undisputed.

218. In 2005, the WIAA contracted to grant the exclusive right to VIP to sell photos and images of all state tournaments including quarterfinals and semifinals. Chickering Aff. ¶ 32.

Defendants' Response No. 218: Undisputed.

219. The 2005 contract with VIP was for a 3-year term and expired in 2008. Chickering Aff. ¶ 32.

Defendants' Response No. 219: Undisputed.

220. Restrictions on the sale of tournament images helped the WIAA limit those images to association with products and advertising consistent with the WIAA's mission. Chickering Aff. ¶ 32.

Defendants' Response No. 220: Undisputed.

221. In 2007, a controversy arose over the WIAA's right to limit the Wisconsin Newspaper Association's member newspapers from selling photographs taken at tournament games through their website. Chickering Aff. ¶ 33.

Defendants' Response No. 221: Undisputed.

222. The WIAA suspended its enforcement of its photography policy for credentialed media in the summer of 2007 and Chickering notified the media in about July of 2007 that the WIAA would not enforce its photography policy. Chickering Aff. ¶ 33; Clark Aff. ¶ 23.

Defendants' Response No. 222: Undisputed.

223. The WIAA did not enforce its photography policy at any time after it was suspended. Chickering Aff. ¶ 33.

Defendants' Response No. 223: Undisputed.

224. In 2008, the WIAA entered into a contract with VIP for a term of five years, under which the only item of "exclusivity" that the WIAA guarantees to VIP is with regard to "the sale of any products using images from Covered Events." Clark Aff. ¶ 24, Ex. 4.

Defendants' Response No. 224: Disputed as incomplete. The 2008 contract states that "VIP along with the assistance and cooperation of the WIAA, will police the activities of so-called rogue photographers who have not secured any concession rights to take State Championship photographs for sale to the general public." Clark Aff., Ex. 4 at 3. The fact is disputed only to the extent this contract term requires certain photographers to pay rights fees to VIP in exchange for the right to take and sell photographs to the public and may constitute an additional grant of "exclusivity" to VIP.

Plaintiffs' Reply No. 224: Defendants' response does not establish a material issue of disputed fact with respect to the proposed finding of fact as stated. Therefore, this proposed fact remains undisputed. Defendants' response is unsupported: Plaintiffs do not dispute that the quoted language is contained in the VIP contract, but Defendants have cited no evidence to support Defendants' assertion that "this contract term requires certain photographers to pay rights fees to VIP in exchange for the right to take and sell photographs to the public and may constitute an additional grant of 'exclusivity' to VIP."

225. Effective with the 2009-2010 Media Policies, the WIAA changed its photography policy to be consistent with the July 2007 enforcement suspension and the 2008 VIP contract. Clark Aff. ¶ 25; Chickering Aff. ¶ 34.

Defendants' Response No. 225: Undisputed that under the 2008 VIP contract WNA member newspapers are not prohibited from selling photographs taken at WIAA-Sponsored events to the public from their websites.

Plaintiffs' Reply No. 225: Defendants' response does not address or dispute the substance of the proposed fact, and thus does not establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

226. The 2009-2010 policy allows the sale or resale of still photography by WIAA-credentialed media. Clark Aff. ¶ 25.

Defendants' Response No. 226: Undisputed.

227. The 2009-2010 policy prohibits the sale of "any products using images from WIAA Tournament Series events" without written permission from the WIAA. Clark Aff. ¶ 25.

Defendants' Response No. 227: Undisputed.

The WIAA's Policy Regarding Play-by-Play

228. The WIAA's Media Policies Reference Guide addresses issues of play-by-play and "blogging." Clark Aff. ¶ 26.

Defendants' Response No. 228: Undisputed.

229. If media or websites wish to use transmissions of play-by-play descriptions of action/statistics of a WIAA tournament game, they need WIAA consent through transmission rights and fees. Clark Aff. ¶ 26.

Defendants' Response No. 229: Undisputed.

230. The WIAA permits a "blog" (a contraction of the term "web log") where the blog is simply commentary on the athletic event or status updates. Clark Aff. ¶ 26.

Defendants' Response No. 230: Disputed. The WIAA requires a \$25 fee from media wishing to transmit live audio report updates of state finals games. Nero Decl., Ex. 5 at 17.

Plaintiffs' Reply No. 230: Defendants' response does not establish a material issue of disputed fact with regard to the proposed finding of fact as stated. Defendants do not dispute that the WIAA permits a blog where the blog is simply commentary on the athletic event or status updates. Therefore, this proposed fact remains undisputed.

231. The WIAA does prohibit "play-by-play" without payment of the fees, whether such play-by-play appears on a blog, website, or otherwise. Clark Aff. ¶ 26.

Defendants' Response No. 231: Undisputed.

232. The WIAA defines play-by-play as live and detailed, spoken or written, regular entries of descriptions, or depictions of the sports events as they are happening, or the actual action as it occurs, including the continuous sequential detailed description of play, of events, or other material such as graphics or video regarding any WIAA tournament game, so that it approximates a video or audio transmission that allows the recipient to experience the game as it occurs. Clark Aff. ¶ 26.

Defendants' Response No. 232: Disputed. The WIAA defines "live or real-time play-by-play" as "transmitting a live (while the event/game is in progress from beginning to conclusion) written, audio or video description (identifying competitors with descriptions or results of game action) of all or a significant number of plays/events occurring sequentially during a game/event." Nero Decl. Ex. 5 at 11 (Terms #3).

Plaintiffs' Reply No. 232: Defendants' response does not establish a material issue of disputed fact, as either version effectively states the same thing. Defendants do not provide any evidence to the contrary. Therefore, this proposed fact remains undisputed.

233. Following the 2008 Football State Finals, Clark discovered after the fact that two media organizations, Madison.com (Wisconsin State Journal and Capital Times together) and the Milwaukee Journal-Sentinel, had engaged in live play-by-play blogging. Clark Aff. ¶ 27.

Defendants' Response No. 233: Undisputed.

234. Clark sent both organizations an invoice to pay the appropriate play-by-play fee. Clark Aff. ¶ 27.

Defendants' Response No. 234: Undisputed.

235. Neither media organization paid the fee. Clark Aff. ¶ 27.

Defendants' Response No. 235: Undisputed.

236. The incident with Madison.com and the Milwaukee Journal-Sentinel prompted discussions with the media about the blogging policies. Clark Aff. ¶ 28.

Defendants' Response No. 236: Undisputed that the incidents prompted Clark to discuss blogging policies with several individual sports editors. Clark Aff. ¶ 28

Plaintiffs' Reply No. 236: Defendants' response does not establish any dispute of material fact with respect to the proposed fact as stated. Defendants concede that the incident with Madison.com and the Milwaukee Journal-Sentinel prompted Mr. Clark of the WIAA to discuss blogging policies with members of the media. Accordingly, this proposed fact remains undisputed.

237. In early December of 2008, Clark informed several sports editors that the WIAA was willing to work with the media to develop an agreement as to what would be permitted on a real-time blog from tournament series events. Clark Aff. ¶ 28.

Defendants' Response No. 237: Undisputed.

238. The issue of what the WIAA would permit as far as blogging had been discussed at the two prior Media Days (an annual meeting that the WIAA hosted with members of the media to discuss media policies). Clark Aff. ¶ 28.

Defendants' Response No. 238: Undisputed.

239. Clark agreed to drop the invoices for the play-by-play with the expectation that the media would reach consensus on the issue and present a policy to Clark. Clark Aff. ¶ 28.

Defendants' Response No. 239: Undisputed.

240. In mid and late December of 2008, Clark also discussed with Peter Fox, the President of the Wisconsin Newspaper Association, the blogging issue, and that the WIAA was willing to discuss a reasonable definition of the threshold for a live depiction of action in blogs. Clark Aff. ¶ 29.

Defendants' Response No. 240: Disputed only to the extent Peter Fox's title is Executive Director of the Wisconsin Newspaper Association.

Plaintiffs' Reply No. 240: Plaintiffs accept Defendants' amendment to Peter Fox's title (Executive Director of the Wisconsin Newspaper Association versus President). With acceptance of that amendment, there is no dispute between the parties as to this proposed finding of fact.

241. Clark received no further communication from any editor or media organization on the issue of blogging or play-by-play, and they presented no proposal or draft policy to Clark to define the parameters of permissible blogging. Clark Aff. ¶ 30.

Defendants' Response No. 241: Undisputed.

The Value of the WWVY contract to the WIAA

242. Eichorst determined that annually, it costs WWVY \$508,806 to fulfill WWVY's contractual commitments to the WIAA, which include the following categories: WIAA state tournament event production costs in the field; WIAA state tournament event post-field production costs; WIAA channel production; WIAA state tournament venue production; wiaa.tv hosting and management; wiaa.tv live streaming; WIAA sports meeting production; and production of other WIAA meetings. Eichorst Aff. ¶ 40.

Defendants' Response No. 242: Undisputed.

243. The Agreement with WWY substantially benefits the WIAA and its members in multiple ways. Chickering Aff. ¶¶ 24-27.

Defendants' Response No. 243: Disputed to the extent "substantially benefits" is vague.

Plaintiffs' Reply No. 243: Defendants' objection does not establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

244. One benefit to the WIAA and its members is that the WIAA's broadcast partners pay for the exclusive transmission rights to state tournaments, and that allows the WIAA to obtain revenue that it uses to organize and operate its programs and tournaments. Chickering Aff. ¶ 24.

Defendants' Response No. 244: Undisputed.

245. Another benefit is that the WIAA keeps all of the revenue from its contract partners for its own internal operations, and does not transfer any of that revenue to the State of Wisconsin, to any state agency, or to general state funds. Chickering Aff. ¶ 24.

Defendants' Response No. 245: Undisputed.

246. The revenue allows the WIAA to expand athletic program opportunities for its members for all WIAA-recognized sports, including providing revenue for those sports that the WIAA typically subsidizes or for those sports without significant public attendance. Chickering Aff. ¶ 24.

Defendants' Response No. 246: Disputed as incomplete. Money is fungible and the WIAA's budget is not segregated as this assertion suggests. The 3.3% of its revenue that comes from the WIAA's contract partners is applied to all tournament expenses, just like the nearly 86% of its revenue from tournament admissions.

Plaintiffs' Reply No. 246: Defendants' objections do not give rise to a dispute regarding this proposed fact. Defendants do not provide a basis or refer to evidence to support their response, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

247. The Agreement with WWY also allows the WIAA to expand transmission of athletic events that might not otherwise be transmitted due to the level of public interest or commercial appeal. Chickering Aff. ¶ 25.

Defendants' Response No. 247: Disputed as incomplete. Because of the Agreement, there are some sectional and regional games that are not being taped and transmitted that would have been in the absence of the Agreement. See Cardona Decl., Ex. C at 2.

Plaintiffs' Reply No. 247: Defendants' objections do not give rise to a dispute regarding this proposed fact, as Defendants' proposed version of the fact is not supported by admissible evidence, as the cited evidence is conclusory, opinion, and hearsay. Further,

Defendants do not dispute the underlying fact as proposed, that the Agreement with WWVY allows the WIAA to expand transmission of athletic events that might not otherwise be transmitted due to the level of public interest or commercial appeal.

248. Through the WWVY contract, the WIAA has achieved additional distribution and streaming of tournaments that were not transmitted before, including all state tournaments, and regional and sectional competitions. Chickering Aff. ¶ 25.

Defendants' Response No. 248: Undisputed that WWVY is now streaming all state tournament. *See also* Response No. 247 (some local access channels will stop producing regionals and sectionals). Disputed that in 2008 all regionals and sectionals are streamed. *See* Second Veldran Aff., ¶ 14 (2,764 regionals; 677 sectionals in 2008); Clark Aff., ¶ 18 (134 events, including finals, done pursuant to WWVY contract).

Plaintiffs' Reply No. 248: Defendants' response does not create a disputed issue of material fact with respect to plaintiffs' proposed Finding of Fact No. 248. The proposed finding does not assert that *all* regional and sectional events were streamed. As such, defendants have raised no dispute regarding the underlying proposed fact and it therefore remains undisputed that through the WWVY contract, the WIAA has achieved additional distribution and streaming of tournaments that were not previously transmitted, including all state tournaments, and some regional and sectional competitions.

249. WWVY provides valuable services to the WIAA that the WIAA does not have to pay for, which allows the WIAA to provide cost savings to its member schools, and to return money to the schools that host events so that they are not losing money on hosting an event. Chickering Aff. ¶ 26.

Defendants' Response No. 249: Disputed. The citation does not support the fact that the WIAA has returned any money to the schools that it would not have otherwise returned because of WWVY's services or that host schools do not lose money on hosting an event.

Plaintiffs' Reply No. 249: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

250. WWVY's services have increased the WIAA's exposure to the public and the public's participation in the WIAA, by making available WIAA meetings and events on wiaa.tv at no cost to the WIAA. Chickering Aff. ¶ 26.

Defendants' Response No. 250: Undisputed.

251. Another benefit of the Agreement with WWVY is that the WIAA can fulfill its purpose to promote the broad educational aims of the WIAA's member schools and to cultivate the high ideals of good citizenship and sportsmanship by controlling the association of high school sports with inappropriate goods and services (such as gambling, alcohol, tobacco, and adult entertainment). Chickering Aff. ¶ 27.

Defendants' Response No. 251: Disputed. WIAA controls the association of high school sports with inappropriate goods and services (such as gambling, alcohol, tobacco, and adult entertainment) through advertising restrictions applied to all credentialed media. Nero Decl., Ex. 5 at 16.

Plaintiffs' Reply No. 251: Defendants' response to this proposed finding does not give rise to a disputed issue of material fact and is unsupported. The contract between the WIAA and WWVY became the vehicle through which the WIAA could monitor compliance with its media policies. Clark First Aff. ¶ 13. The affiliate program also allowed WWVY to facilitate monitoring of transmissions for consistency and quality, and to ensure that transmissions do not violate the WIAA's content standards, such as transmission of prohibited content related to tobacco products, lottery/gambling, alcoholic beverages, mood-altering substances or lewd subject matter. Clark Second Aff. ¶ 5.

252. Without the revenue from its exclusive contract partners, the WIAA would not be able to afford to subsidize all of its recognized sports, thereby depriving its members and their student athletes of athletic opportunities. Chickering Aff. ¶ 35.

Defendants' Response No. 252: Disputed. This conclusion is speculative and has no factual support.

Plaintiffs' Reply No. 252: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Chickering had responsibility for the budget, revenue and expenditures of the WIAA, and therefore is in the best position to know how WIAA revenues can best be used and distributed among WIAA programs. Chickering Aff. ¶ 2.

253. Without the revenue from its exclusive contract partners, the WIAA would have to increase the cost of admission for tournaments, undermining its goal of making the events an affordable, family-friendly outing. Chickering Aff. ¶ 35.

Defendants' Response No. 253: Disputed. The term "affordable" is vague. Additionally, there is no factual support that the only way WIAA could replace the exclusive contract revenue is by raising ticket prices rather than through some other increase, such as raising officials' fees, or by cutting its budget.

Plaintiffs' Reply No. 253: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Chickering had responsibility for the budget, revenue and

expenditures of the WIAA, and therefore is in the best position to know how best to increase WIAA revenues for WIAA programs. Chickering Aff. ¶ 2.

254. Without the revenue from its exclusive contract partners, the WIAA membership would also lose control over the message that was associated with their voluntary athletic association and its ability to promote the members' ideals as stated in the constitution. Chickering Aff. ¶ 35.

Defendants' Response No. 254: Disputed as speculative.

Plaintiffs' Reply No. 254: Defendants' objection does not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Chickering had responsibility for the overall operations of the WIAA, and therefore is in the best position to know how the WIAA can best control its message and promote its members' ideals. Chickering Aff. ¶ 2.

255. Without the revenue from its exclusive contract partners, the WIAA would not be able to provide the cost-effective services to its members that it receives for free from WWY. Chickering Aff. ¶ 35.

Defendants' Response No. 255: Disputed as speculative; neither the WIAA nor WWY has provided even an estimate of what those services cost in the market place.

Plaintiffs' Reply No. 255: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Chickering had responsibility for the overall operations of the WIAA, and therefore is in the best position to know how the WIAA can best provide services to the WIAA membership. Chickering Aff. ¶ 2. Further, Tim Eichorst of WWY has provided the cost of the services that WWY provides to the WIAA. Eichorst Second Decl., Ex. D.

256. WWY could not operate at a profit without the exclusive contract with the WIAA, because it only receives revenue from distribution and advertising, not from internet streaming, and its distribution partners and advertisers require exclusive content. Eichorst Aff. ¶ 41.

Defendants' Response No. 256: Undisputed, but immaterial. Whether a private third-party company can make a profit without exclusivity is not material to determining whether the Constitution permits the WIAA to grant such exclusivity.

Plaintiffs' Reply No. 256: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, as defendants acknowledge, this proposed fact remains undisputed. The profitability of WWY's business model determines its ability to provide the valuable services to the WIAA free of charge and its ability to engage in production of WIAA events to satisfy the WIAA's goal of increased exposure for under-exposed sports.

The Reasonableness of the WIAA's Media Policies

257. There is a widely recognized distinction between covering a game, which virtually any news organization can do, and carrying a complete broadcast or stream of a game, which is limited to the appropriate rights holder. Hoyt Decl. ¶ 56.

Defendants' Response No. 257: Disputed, but immaterial. The fact is unclear: neither the term "covering" nor "carrying" are defined anywhere in the Hoyt Declaration. Moreover, given the lack of definitions, the testimony supporting this assertion lacks the requisite factual support. The dispute, however is immaterial. Whether a state actor may restrict a member of the media from either "covering" or "carrying" a game consistent with the requirements of the First and Fourteenth Amendments is a question of law independent of any industry custom or practice.

Plaintiffs' Reply No. 257: Defendants' objections and legal conclusions do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Defendants could have but chose not to rebut Hoyt's report. Further, "testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact." Fed. R. Evid. 704.

258. The WIAA has provided space and technology to make reporting on WIAA games more convenient for credentialed media. Hoyt Decl. ¶ 21.

Defendants' Response No. 258: Undisputed.

259. Under WIAA policies, newspapers have virtually complete access to the WIAA athletic events in order to perform their expected journalistic functions, i.e., to fully describe, explain, and analyze newsworthy events. Hoyt Decl. ¶ 60.

Defendants' Response No. 259: Disputed. The expected journalistic functions of newspapers today include Internet streaming of public events. Affidavit of Danny L. Flannery, Jan. 21, 2010 (Dkt. #41) ("Flannery Aff."), ¶¶ 6-9.

Plaintiffs' Reply No. 259: Defendants' objections do not put into dispute this proposed fact as there is no foundation to establish personal knowledge of Danny Flannery with respect to any journalistic function of any newspaper other than The Post-Crescent. Flannery Aff. ¶ 2. Plaintiffs object to this portion of the Flannery affidavit to the extent it offers opinion, which opinions must be disclosed pursuant to Rule 26. *See* Fed. R. Civ. P. 26 & Fed. R. Evid. 702. Mr. Flannery did not submit an expert report in this matter pursuant to the Order in this case, which deadline was in October. *See* Dkt. No. 19 & 20 (agreeing to September 14 and October 16, 2009, expert disclosures). Accordingly, the Court should disregard this opinion testimony. *See* Fed. R. Civ. P. 37(b).

260. Policies such as that of the WIAA do not hinder media outlets from reporting on games, as reporters for print, broadcast, and internet media are free to report on games without significant restrictions on their coverage. Hoyt Decl. ¶ 54.

Defendants' Response No. 260: Disputed. Internet streaming and play-by-play reporting are valuable reporting techniques and technology whose use is prohibited under WIAA policies without the WIAA's prior permission. Dye Aff., ¶¶4-5, 15-16,18-19; Flannery Aff., ¶¶ 15-22; Nero Decl., Ex. 5 at 11.

Plaintiffs' Reply No. 260: Plaintiffs do not dispute that Dye and Flannery use internet streaming, and do not dispute that credentialed media must apply for transmission rights for video or textual play-by-play depictions on the Internet, but such applications do not restrict the media from reporting on games. Plaintiffs object to these portions of the Flannery and Dye affidavits to the extent they offer opinion, which opinions must be disclosed pursuant to Rule 26. *See* Fed. R. Civ. P. 26 & Fed. R. Evid. 702. Neither Mr. Flanner nor Mr. Dye submitted an expert report in this matter pursuant to the Order in this case, which deadline was in October. *See* Dkt. No. 19 & 20 (agreeing to September 14 and October 16, 2009, expert disclosures). Accordingly, the Court should disregard this opinion testimony. *See* Fed. R. Civ. P. 37(b).

261. Under the WIAA's policies, newspapers are able to report on the details and outcomes of the games, including sidebars, statistics, and other relevant information, and printing in their regular editions and on their websites. Hoyt Decl. ¶¶ 21, 58.

Defendants' Response No. 261: Disputed. Newspapers may not report on details of a game whenever the WIAA determines those details constitute play-by-play descriptions or are reported with more than two minutes of video streamed over the Internet. Nero Decl., Ex. 5 at 11, 12. In addition, the assertion is vague for not defining the "other relevant information" which the Plaintiffs assert newspapers may report.

Plaintiffs' Reply No. 261: Defendants' statement in their response that media "may not report on details" if it is play-by-play or more than two minutes of video is inaccurate. Media may transmit play-by-play or more than two minutes of video, but they must apply for and pay for the transmission rights to do so. Nero Decl. Ex. 4 at 16, Ex. 5 at 17.

262. Newspapers may use photographs of the events and have interview access to coaches and athletes. Hoyt Decl. ¶¶ 21, 58.

Defendants' Response No. 262: Undisputed.

263. It is typical for reporters to interview coaches and athletes following games to complete game stories and sidebars. Hoyt Decl. ¶ 55.

Defendants' Response No. 263: Undisputed.

264. Reporters are generally permitted to film game action, record relevant statistics and other game information via audio recording, and use good, old-fashioned pen to paper in publishing and producing stories. Hoyt Decl. ¶ 55.

Defendants' Response No. 264: Undisputed.

265. It is common practice for reporters covering athletic events to be restricted to specific locations and to have limitations placed on the equipment they can use, for example, on the ability to originate a radio broadcast. Hoyt Decl. ¶ 56.

Defendants' Response No. 265: Undisputed that reporters are restricted to specific locations and often subject to other reasonable time, place and manner restrictions, and that a reporter's ability to originate a radio broadcast may be affected by such restrictions. Whether any particular practice constitutes a reasonable time, place and manner restriction is a fact-specific question of law.

Plaintiffs' Reply No. 265: Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, as Defendants acknowledge, this proposed fact remains undisputed. Further, "testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact." Fed. R. Evid. 704.

266. In addition to these traditional methods of reporting on events, newspapers may carry live audio streams of tournament games by paying an additional rights fee of \$40-50 to WIAA. Hoyt Decl. ¶¶ 19, 58.

Defendants' Response No. 266: Undisputed that the WIAA's current policies authorize this reporting method; the constitutional [sic] of this and other WIAA media policies is a question of law.

Plaintiffs' Reply No. 266: Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Further, "testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact." Fed. R. Evid. 704.

267. Newspapers can use up to two minutes of highlights or other action for reporting purposes (and may exceed two minutes with the WIAA's approval), and can report live from tournament venues using live game action as a backdrop for the report so long as there is no play-by-play commentary. Hoyt Decl. ¶¶ 17, 19, 59.

Defendants' Response No. 267: Disputed as unclear what "reporting purposes" refers to. Additionally, more than two minutes of video is permitted under the WIAA's current media policies as "highlights on other regularly scheduled news or sports broadcasts" without WIAA's permission. Nero Decl., Ex. 5 at 12 (Video #3). The constitutionality of any of these policies, however, is a question of law.

Plaintiffs' Reply No. 267: Defendants' objection does not establish a material issue of disputed fact. Further, "testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact." Fed. R. Evid. 704. Defendants' response is otherwise inaccurate. Defendants have misrepresented the WIAA Media Policies Reference Guide, which explicitly states:

Stations or Web sites may use a backdrop of live action for reports from a tournament facility provided there is no play-by-play commentary and the report is limited to regularly scheduled news of sports programs and are no more than two minutes of a program which is any length.

Use of film, video, audio, tape, etc. is limited to regularly scheduled news, sports programs or Internet site stories, and use on such programs is limited to no more than two minutes of a program which is any length.

Nero Decl. Ex. 5 at 13, No. 4.

268. Under the WIAA's policies, newspapers are not even foreclosed from internet streaming of games. Hoyt Decl. ¶¶ 20, 57.

Defendants' Response No. 268: Disputed. A \$250 per-game fee is excessive for some newspapers and the permission WWY requires is also conditioned on surrender of work product. Dye Aff., ¶ 17; Dye Aff., Ex. B.

Plaintiffs' Reply No. 268: Defendants' proposed version of the fact is based on inadmissible conclusory statements, and therefore is not sufficient to create a material issue of disputed fact. In addition, Defendants' response does not give rise to a disputed issue of material fact. Defendants do not assert that newspapers are foreclosed from internet streaming of games under the WIAA's policies.

269. Newspapers and other credentialed media are able to transmit games if they simply pay the required fee to WWY. Hoyt Decl. ¶¶ 20, 57.

Defendants' Response No. 269: Disputed. WWY additionally requires the surrender of work product. Dye Aff., Ex. B.

Plaintiffs' Reply No. 269: Plaintiffs accept Defendants' amendment to the proposed finding of fact. As such, there is no dispute that newspapers and other credentialed media are able to transmit games if they simply pay the required fee to WWY and appropriately surrender work product as required.

270. The access the newspapers are provided permits the thorough coverage which the newspaper audience expects. Hoyt Decl. ¶ 58.

Defendants' Response No. 270: Disputed. The expectation of newspaper audiences today are not limited to their print publications but include video coverage of public events by Internet streaming. Flannery Aff., ¶¶ 6-9, 23.

Plaintiffs' Reply No. 270: Defendants' objections do not put into dispute this proposed fact, because the cited evidence does not support this version of the fact: Flannery does not testify at all about the expectations of newspaper audiences, instead merely testifying about the services his newspaper provides. Flannery Aff. ¶¶ 6-9, 23. Further, Flannery has no personal knowledge of any newspaper other than The Post-Crescent. Flannery Aff. ¶¶ 2-3. Plaintiffs object to this portion of the Flannery affidavit to the extent it offers opinion, which opinions must be disclosed pursuant to Rule 26. *See* Fed. R. Civ. P. 26 & Fed. R. Evid. 702. Mr. Flannery did not submit an expert report in this matter pursuant to the Order in this case, which deadline was in October. *See* Dkt. No. 19 & 20 (agreeing to September 14 and October 16, 2009, expert disclosures). Accordingly, the Court should disregard this opinion testimony. *See* Fed. R. Civ. P. 37(b).

271. In fact, the WIAA's restrictions are typical of those placed on the reporting of sporting events. Hoyt Decl. ¶ 55.

Defendants' Response No. 271: Disputed as unclear, but immaterial. The fact does not identify whether the sporting events referred to are sponsored by a state actor.

Plaintiffs' Reply No. 271: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version (including proof that such sporting events are not sponsored by a state actor), as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Defendants could have but chose not to rebut Hoyt's report.

272. Such policies are necessary based both on the availability of space and the need to control the conduct of the game. Hoyt Decl. ¶ 56.

Defendants' Response No. 272: Disputed as unclear, but immaterial. The fact does not identify the policies which are allegedly necessary because of space needs or the need to control the conduct of a game. This fact is also disputed to the extent it asserts that WIAA's exclusive contract with WWY and resulting restrictions on Internet streaming by other members of the media are necessary because of space considerations. Most pressboxes at high school sports events can accommodate more than one Internet streaming crew and the vast majority of tournament events to which WWY holds the right to produce are not streamed by anyone. Christopher Decl., ¶ 20; *see* Second Veldran Aff., ¶ 14 (total number of 2008 events WWY held rights to number in the thousands); Clark Aff., ¶ 18 (134 total events produced in 2008 pursuant to WWY contract).

Plaintiffs' Reply No. 272: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version (including proof that such sporting events are not sponsored by a state

actor), as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Defendants could have but chose not to rebut Hoyt's report. Defendants' response is otherwise unsupported and fails to give rise to a disputed issue of material fact: Defendants' allegation that "most pressboxes at high school sports events can accommodate more than one Internet streaming crew," is not supported because it is not based on personal knowledge of Joel Christopher.

273. It is not typical for a reporter to transmit the entirety of a sporting event over the internet in the name of reporting. Hoyt Decl. ¶ 56.

Defendants' Response No. 273: Disputed, but immaterial because First Amendment free speech rights and Fourteenth Amendment equal protection rights are independent of whether the use of a particular reporting technique or technology is typical.

Plaintiffs' Reply No. 273: Defendants' objection and legal conclusion do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed.

274. In virtually all cases, broadcasters and reporters know and respect any exclusive rights agreements that are in place for that event. Hoyt Decl. ¶ 56.

Defendants' Response No. 274: Disputed, but immaterial. The factual basis for this conclusion is not disclosed in the Hoyt Declaration. The fact, however, is immaterial because it assumes that exclusive rights agreements are lawful, the central legal question before the court.

Plaintiffs' Reply No. 274: Defendants' objections and legal conclusions do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports their responsive version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Further, Defendants' assertion of a lack of a factual basis is disputed. Hoyt stated the proposed fact was "based on my experience." Hoyt Decl. ¶ 56. Hoyt details substantial experience in the areas of journalism, mass media, and school athletic events. Hoyt Decl. ¶¶ 4-10. Defendants could have but chose not to rebut Hoyt's report. Further, "testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact." Fed. R. Evid. 704. Also, "[t]he expert may testify in terms of opinion or inference and give reasons therefor without first testifying to the underlying facts or data." Fed. R. Evid. 705.

275. WIAA's media policies apply to all commercial television stations and websites using video for newscast or webcast purposes. Hoyt Decl. ¶ 59.

Defendants' Response No. 275: Disputed as unclear. The WIAA's media policies apply to all credentialed media. See Nero Decl., Ex. 5 at 1.

Plaintiffs' Reply No. 275: Defendants' response does not give rise to a disputed issue of material fact. Plaintiffs accept Defendants' statement that the WIAA's media policies apply to all credentialed media.

276. WWVY's interest in exclusivity, and the WIAA's interest in limiting internet transmissions of its games, is comparable to a newspaper's or wire service's need to protect its product from unapproved use on other websites or publications, or, more directly on point, much like Major League Baseball's interest in prohibiting unauthorized use of the broadcast of its game without the advance written consent of Major League Baseball, which has itself entered into rights agreements related to that content. Hoyt Decl. ¶ 48.

Defendants' Response No. 276: Disputed. This is not a fact, it is a conclusion of law. The WIAA's interests, as a state actor engaged in educational activities, are distinct, as a matter of law, from a private sports league.

Plaintiffs' Reply No. 276: Defendants' objections and legal conclusions do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Defendants could have but chose not to rebut Hoyt's report. Further, "testimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact." Fed. R. Evid. 704.

277. It is standard practice in sports organizations, both professional and educational, to grant exclusive rights to particular media organizations to increase the value of the rights, and thus increase revenue to the organization. Hoyt Decl. ¶¶ 22-34, 47-48.

Defendants' Response No. 277: Disputed, but immaterial. The supporting declarations do not support the assertion that it is a standard practice among educational sports organizations generally to grant exclusive media rights. The practices of professional sports organizations are irrelevant and the fact does not distinguish between college and high school, or between public and private, educational sports organizations.

Plaintiffs' Reply No. 277: Defendants' objections and legal conclusions do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Defendants could have but chose not to rebut Hoyt's report. Further, Defendants' claim that the supporting declaration does not support the proposed fact misrepresents the Hoyt Declaration, which specifically states: "exclusive rights agreements...are commonly used by athletic teams, leagues, and organizations. Such agreements are frequently used by public education institutions..." (Hoyt Decl. ¶ 22); other Big Ten universities had policies that allowed for exclusive broadcast rights, so UW adopted that policy to (Hoyt Decl. ¶ 23); Western Collegiate Hockey Association awarded exclusive television contract (Hoyt Decl. ¶ 25); "The exclusivity of UW's broadcast rights is similar to that of other large public universities. This is common practice." (Hoyt Decl. ¶ 34).

278. Protecting broadcast rights and awarding them on an exclusive basis is clearly a major financial underpinning of college sports. Hoyt Decl. ¶ 23.

Defendants' Response No. 278: Undisputed, but immaterial. See Response Nos. 276-77.

Plaintiffs' Reply No. 278: Defendants' objections and legal conclusions do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Defendants could have but chose not to rebut Hoyt's report. Plaintiffs also incorporate herein by reference their replies to Defendants' Responses Nos. 276-77.

279. In 1988, when the University of Wisconsin switched from a non-exclusive radio agreement, the University estimated its radio broadcast revenue would triple. Hoyt Decl. ¶ 26; Nero Decl. Ex. 6.

Defendants' Response No. 279: Disputed. This is not an expert opinion and the fact is not supported by admissible evidence. The exhibit that is the source of this assertion is hearsay.

Plaintiffs' Reply No. 279: An expert opinion is "specialized knowledge" that "will assist the trier of fact to understand the evidence or to determine a fact in issue" from "a witness qualified as an expert by knowledge, skill, experience, training, or education." Fed. R. Evid. 702. Hoyt's knowledge of the reasons the University of Wisconsin rejected non-exclusive broadcasting agreements assists the trier of fact to determine a fact in issue related to the WIAA's legitimate interest in exclusive contracts. The facts upon which an expert bases his opinion "need not be admissible in evidence in order for the opinion or inference to be admitted." Fed. R. Evid. 703. Moreover, as Dr. Hoyt was a member of the UW Athletic Department Committee on Broadcast Exclusivity, tasked with developing and implementing policy for exclusive radio broadcasts, he has personal knowledge of the asserted fact. Hoyt Decl. ¶ 5.

280. In fact, the University's radio broadcast revenue has increased from just under \$100,000 annually in 1988 under a non-exclusive rights policy to \$75,000,000 over a twelve-year period under its exclusive agreement with Learfield Communications. Hoyt Decl. ¶ 26; Nero Decl. Exhs. 8, 12.

Defendants' Response No. 280: Disputed. This is not an expert opinion and the fact is not supported by admissible evidence. The exhibits that are the source of this assertion are hearsay.

Plaintiffs' Reply No. 280: An expert opinion is "specialized knowledge" that "will assist the trier of fact to understand the evidence or to determine a fact in issue" from "a witness qualified as an expert by knowledge, skill, experience, training, or education." Fed. R. Evid. 702. Hoyt's knowledge of the reasons the University of Wisconsin entered into an exclusive agreement assists the trier of fact to determine a fact in issue related to the WIAA's legitimate interest in exclusive contracts. The facts upon which an expert bases his opinion "need not be admissible in evidence in order for the opinion or inference to be admitted." Fed. R. Evid. 703.

281. In October of 2009, this agreement was amended to include internet streaming of University of Wisconsin games. Hoyt Decl. ¶¶ 29-32; Nero Decl. Ex. 17.

Defendants' Response No. 281: Disputed. This is not an expert opinion and the fact is not supported by admissible evidence. The exhibit that is the source of this assertion is hearsay.

Plaintiffs' Reply No. 281: An expert opinion is “specialized knowledge” that “will assist the trier of fact to understand the evidence or to determine a fact in issue” from “a witness qualified as an expert by knowledge, skill, experience, training, or education.” Fed. R. Evid. 702. Hoyt’s knowledge of the reasons the University of Wisconsin entered into an exclusive agreement assists the trier of fact to determine a fact in issue related to the WIAA’s legitimate interest in exclusive contracts. The facts upon which an expert bases his opinion “need not be admissible in evidence in order for the opinion or inference to be admitted.” Fed. R. Evid. 703.

282. This increase in revenue is consistent with the experiences of other educational institutions—indeed, Learfield alone has rights agreements with over fifty universities and conferences. Hoyt Decl. ¶ 34; Nero Decl. Ex. 13.

Defendants' Response No. 282: Disputed, but immaterial. The first half of the assertion – regarding the increase in revenue – is not supported by the citation. The second half of the assertion – regarding Learfield’s other alleged agreements – is not supported by admissible evidence. The exhibit that is the source of this assertion is hearsay. The fact, in any event, is immaterial. The material question is whether the WIAA, as a state actor, may enter into the exclusive contracts that are the focus of this dispute, not whether educational institutions might increase their revenue by such contracts.

Plaintiffs' Reply No. 282: Defendants’ objections do not put into dispute this proposed fact. Hoyt testified that the UW realized value in an exclusive broadcasting contract in that revenue substantially increased as a result. Hoyt Decl. ¶ 26. Hoyt further testified that “UW’s policies are consistent with other public universities throughout the country in that the value of the exclusive broadcast rights is a key component in the business plan for athletics...,” the value being the increased revenue earlier described. Hoyt Decl. ¶ 34. Further, the facts upon which an expert bases his opinion “need not be admissible in evidence in order for the opinion or inference to be admitted.” Fed. R. Evid. 703. “[T]estimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact.” Fed. R. Evid. 704.

283. The exclusive licenses used in college sports are comparable to those of the WIAA related to internet transmission in that they provide much needed funding. Hoyt Decl. ¶¶ 36-42; Clark Aff. ¶¶ 3-10.

Defendants' Response No. 283: Disputed. The assertion is not supported by the citation.

Plaintiffs' Reply No. 283: Plaintiffs mistakenly omitted a citation to the Hoyt Decl. ¶ 35 in support of this proposed fact. Hoyt states: “the UW’s exclusive license

agreements and those of other universities and conferences are comparable to the exclusive license arrangements of the WIAA related to internet transmissions of WIAA Tournament events.” Hoyt Decl. ¶ 35. Hoyt continues: “the WIAA’s exclusive rights agreements, in particular its agreement with WWY productions, provides much needed funding for the WIAA.” Hoyt Decl. ¶ 36. Therefore, the Hoyt Declaration at ¶¶ 35-36 supports the proposed fact. As Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact, this proposed fact remains undisputed.

284. The value of these rights rests primarily in exclusivity; stations and networks are willing to make investments in their coverage in order to enhance the value of their exclusive rights payments. Hoyt Decl. ¶ 40.

Defendants’ Response No. 284: Disputed. A media company may make investments to increase its ability to use Internet reporting techniques and technologies without expecting or demanding exclusivity. Dye Aff., ¶ 20.

Plaintiffs’ Reply No. 284: Defendants’ objections do not put into dispute this proposed fact, as this fact is based upon speculative, conclusory and self-serving statements that are inadmissible. Further, whether a media company expects exclusivity is not material to the value of the exclusive rights to the WIAA, which is the subject of the proposed fact. Plaintiffs object to this portion of the Dye affidavit to the extent it offers opinion, which opinions must be disclosed pursuant to Rule 26. *See Fed. R. Civ. P. 26 & Fed. R. Evid. 702.* Mr. Dye did not submit an expert report in this matter pursuant to the Order in this case, which deadline was in October. *See Dkt. No. 19 & 20* (agreeing to September 14 and October 16, 2009, expert disclosures). Accordingly, the Court should disregard this opinion testimony. *See Fed. R. Civ. P. 37(b).*

285. Without exclusive contracts, this revenue stream would all but disappear. Hoyt Decl. ¶ 40.

Defendants’ Response No. 285: Undisputed, but immaterial. The material question is whether the exclusive contracts at issue are constitutional.

Plaintiffs’ Reply No. 285: Defendants’ objections and legal conclusions do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Defendants could have but chose not to rebut Hoyt’s report.

286. The contract between the WIAA and WWY has enhanced public access to WIAA events and helps fulfill one of the WIAA’s stated objectives, to promote opportunities for member schools’ participation. Hoyt Decl. ¶ 46; Nero Decl. Ex. 2 at 14.

Defendants’ Response No. 286: Disputed as inadmissible. Professor Hoyt has not disclosed facts to support the conclusion that public access has actually been enhanced because of the contract.

Plaintiffs' Reply No. 286: Defendants' objections do not put into dispute this proposed fact, and Defendants do not state their version of the fact or refer to evidence that supports that version, as required to establish a material issue of disputed fact. Therefore, this proposed fact remains undisputed. Further, "the expert may testify in terms of opinion or inference and give reasons therefor without first testifying to the underlying facts or data." Fed. R. Evid. 705.

287. The WWY exclusive license agreement provides expanded exposure for less visible sports. Hoyt Decl. ¶¶ 45-48; Clark Decl. ¶¶ 5-8.

Defendants' Response No. 287: Disputed. The WWY exclusive license agreement does not require WWY to produce any events, directly or through an affiliate, Chickering Aff., Ex. D at II (WWY Contract identifying production "goals"), and it is speculative to assert that more events are produced because of the agreement than would be produced without it.

Plaintiffs' Reply No. 287: Plaintiffs do not dispute that the WWY contract with the WIAA refers to "production goals," but this fact does not put into dispute Plaintiffs' proposed fact no. 287. Defendants have not proffered any evidence to dispute the expanded exposure of WIAA events provided by WWY as testified in Clark Aff. ¶¶ 5-8.

288. Were the contract on a non-exclusive basis, it is unlikely these sports would be made available to the non-attending public. Hoyt Decl. ¶ 47.

Defendants' Response No. 288: Disputed as speculative.

Plaintiffs' Reply No. 288: Defendants' objections do not put into dispute this proposed fact. "[T]estimony in the form of an opinion or inference otherwise admissible is not objectionable because it embraces an ultimate issue to be decided by the trier of fact." Fed. R. Evid. 704. The facts upon which an expert bases his opinion "need not be admissible in evidence in order for the opinion or inference to be admitted." Fed. R. Evid. 703.

289. Without the economic protection provided by exclusivity, it is unlikely a rights holder would invest in and commit to the equipment and facilities necessary to produce this number of tournament events, in particular for those sports that do not normally command significant public attention. Hoyt Decl. ¶¶ 47-48.

Defendants' Response No. 289: Disputed. A media company may invest in increasing its use of Internet streaming without seeking exclusivity, Dye Aff., ¶ 20, and immaterial because without exclusivity there is no "rights holder."

Plaintiffs' Reply No. 289: Defendants' objections do not put into dispute this proposed fact. This fact is based upon speculative, conclusory and self-serving statements that are inadmissible. Further, whether a media company expects exclusivity is not material to the value of the exclusive rights to the WIAA, which is the subject of the proposed fact. Plaintiffs object to this portion of the Dye affidavit to the extent it offers opinion, which opinions must be disclosed pursuant to Rule 26. See Fed. R. Civ. P. 26 & Fed. R. Evid. 702. Mr. Dye did not submit an expert report in this matter pursuant to the Order in this case, which deadline

was in October. *See* Dkt. No. 19 & 20 (agreeing to September 14 and October 16, 2009, expert disclosures). Accordingly, the Court should disregard this opinion testimony. *See* Fed. R. Civ. P. 37(b).

290. Gannett claims that WIAA events are “designated or limited public forums for the purpose of reporting” on WIAA events. Nero Decl. Ex. 18, Resp. to Interrog. No. 9 at 10.

Defendants’ Response No. 290: Undisputed.

Dated this 22nd day of February, 2010.

Respectfully submitted,

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