

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

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

Plaintiffs,

Case No. 09-CV-155

v.

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

Defendants.

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**STIPULATION OF BACKGROUND FACTS**

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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.

**GODFREY & KAHN, S.C.**

**MAWICKE & GOISMAN, S.C.**

By: s/Monica Santa Maria

Robert J. Dreps  
[rdreps@gklaw.com](mailto:rdreps@gklaw.com)  
Monica Santa Maria  
[msantamaria@gklaw.com](mailto:msantamaria@gklaw.com)  
1 East Main Street, Suite 500  
Madison, WI 53703  
Tel: (608) 257-3911  
Fax: (608) 257-0609

*Attorneys for Defendants, Gannett Co.,  
Inc. and Wisconsin Newspaper  
Association, Inc.*

By: s/Jennifer S. Walther

Jennifer S. Walther  
[jwalther@dmgr.com](mailto:jwalther@dmgr.com)  
J. Nels Bjorkquist  
[nbjorkquist@dmgr.com](mailto:nbjorkquist@dmgr.com)  
1509 North Prospect Avenue  
Milwaukee, WI 53202  
Tel: (414) 224-0600  
Fax: (414) 224-9359

**PERKINS COIE, LLP**

John S. Skilton  
[jskilton@perkinscoie.com](mailto:jskilton@perkinscoie.com)  
Jeff J. Bowen  
[jbowen@perkinscoie.com](mailto:jbowen@perkinscoie.com)  
Autumn N. Nero  
[anero@perkinscoie.com](mailto:anero@perkinscoie.com)  
1 East Main Street, Suite 201  
Madison, WI 53703  
Telephone: (608) 663-7460  
Facsimile: (608) 663-7499

**ANDERSON, O'BRIEN, BERTZ,  
SKERENE & GOLLA**

Gerald O'Brien  
[gmo@andlaw.com](mailto:gmo@andlaw.com)  
1257 Main Street  
P.O. Box 228  
Stevens Point, WI 54481-0228  
Telephone: (715) 344-0890  
Facsimile: (715) 344-1012

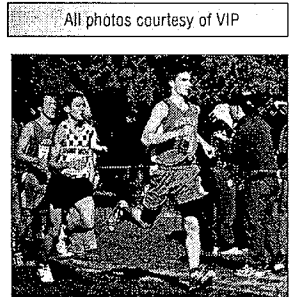
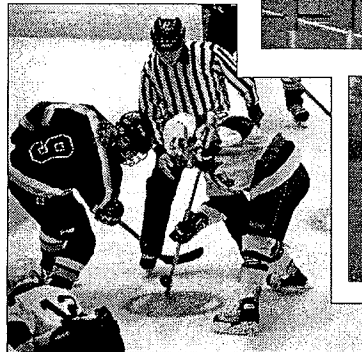
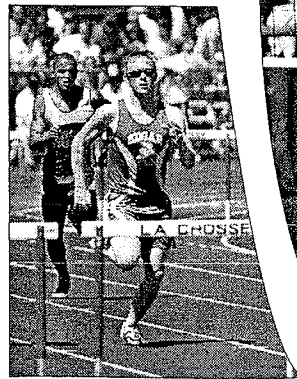
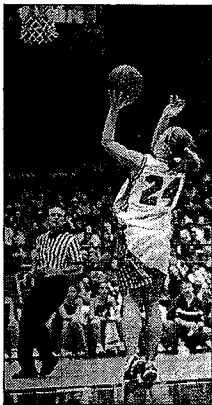
*Attorneys for Plaintiff Wisconsin  
Interscholastic Athletic Association*

# **EXHIBIT A**

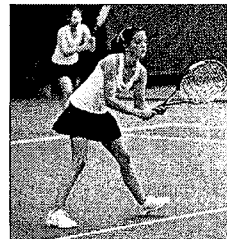
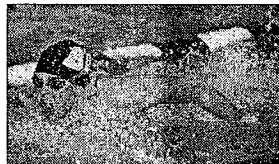
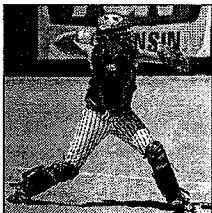
(2008-2009 Media Policies Reference Guide)



# Wisconsin Interscholastic Athletic Association



All photos courtesy of VIP



# 2008-09 Media Policies Reference Guide

# Table of Contents

Introduction ..... 1

General Policies ..... 1

Credentials ..... 1

    Requesting Credentials ..... 2

    Credential Provisions ..... 2

    Credential Pick-up ..... 3

    Credential Maximum Request Limits ..... 3

    Credential Request Deadlines ..... 4

Member School Photo Credentials ..... 5

Parking Permit Ordering Policies ..... 5

Communications Lines ..... 5

Photography Provisions ..... 6

    Photography Locations ..... 6

Post-Game Interview Policies ..... 8

Radio, Television and Cable Policies ..... 10

    Applying for Regional and Sectional Radio Rights ..... 10

    Applying for Regional and Sectional Television/Web/Cable Rights ..... 11

    Radio/Television/Web/Cable Regulations and Definitions ..... 11

    Radio Priority Criteria ..... 12

    Television Priority Criteria ..... 13

Internet Policies ..... 13

    Applying for Internet Media Credentials ..... 13

    Applicable Regulations and Definitions ..... 13

Advertising ..... 15

Broadcast Rights Permissions/Fees ..... 16

Application for Radio/Internet Broadcasting of WIAA Tournament Games ..... 17

Media Credential Request Form ..... 18

Radio High School Sports Directory ..... 19

Television High School Sports Directory ..... 29

Newspaper High School Sports Directory ..... 31

## WIAA Executive Staff

Douglas E. Chickering, Executive Director	Ext. 306	e-mail < dchickering@wiaawi.org >
Dave Anderson, Deputy Director	Ext. 314	e-mail < danderson@wiaawi.org >
Debra Hauser, Associate Director	Ext. 319	e-mail < dhauser@wiaawi.org >
Tom Shafranski, Assistant Director	Ext. 310	e-mail < tshafranski@wiaawi.org >
Marcy Thurwachter, Assistant Director	Ext. 311	e-mail < mthurwachter@wiaawi.org >
Todd Clark, Communications Director	Ext. 320	e-mail < tclark@wiaawi.org >

**WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION**  
**5516 Vern Holmes Drive, P.O. Box 267, Stevens Point, WI 54481-0267**  
**Telephone (715) 344-8580 – FAX (715) 344-4241**

**e-mail: [info@wiaawi.org](mailto:info@wiaawi.org)    Web site: <http://www.wiaawi.org>    Web Portal: <http://www.wiaa.tv>**

## Introduction

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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

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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, videotape, 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

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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

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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**

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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

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).

## **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**

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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

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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	State
	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 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#	Rights Holder and Contact Information
All pre-State Tournament Series events for all sports	When We Were Young Productions (608) 849-3200 ext. 225
All State Tournament events excluding football, basketball and hockey finals	When We Were Young Productions
State Football Championships games	FSN 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 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.



## Wisconsin Interscholastic Athletic Association

5516 Vern Holmes Drive, P.O. Box 267, Stevens Point, WI 54481-0267  
 (715) 344-8580 FAX (715) 344-4241 e-mail < info@wiaawi.org >

### APPLICATION FOR RADIO/INTERNET BROADCASTING OF WIAA TOURNAMENT GAMES

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

Name of Station \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Date \_\_\_\_\_

**Type of Broadcast (check one)**

- Commercial
- Commercial-Delayed
- Noncommercial
- Nonoriginating Commercial

**Tournament Information:**

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

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

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

### Broadcast Fees

	Commercial (Including Nonoriginating Commercial) or Audio Internet Broadcast	Commercial Delayed, and Originating Noncommercial	Payment
Pre-State (pay school).....Per Game/Session .....	\$50★	\$40	\$ _____
State (pay WIAA office).....Per Game/Session .....	\$100	\$90	\$ _____

★ *At Wrestling prestate, this fee covers entire regional or sectional.*

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

**Application Procedure:**

Application for all broadcasts, 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 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 station originates a broadcast. There is no fee for nonoriginating, noncommercial stations.

Station must contact and make all arrangements for broadcasting with the tournament manager prior to the event and after this application has been completed.

**Statement of Responsibility:**

This station agrees to abide by all WIAA regulations regarding the broadcast 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 broadcast of a WIAA tournament event to include the pregame or postgame of the actual broadcast. We also take full responsibility for the professional conduct of the announcers employed or contracted by our station to broadcast at a WIAA Tournament event.

**Station Manager's Signature** \_\_\_\_\_



## 2008-09 WIAA MEDIA CREDENTIAL REQUEST FORM

Credential requests must be made no later than noon two days prior to the start of the State event. Credentials will be available at the State Tournament site only. Use one form for each tournament. A listing of approved media credentials will be posted on the respective sport's home page on the WIAA website. Please fax this form (715-344-4241) to Joan Gralla at the WIAA office. The WIAA maintains the right to request company letterhead with credential requests.

State Tournament Event: \_\_\_\_\_

Team(s) covering at Tournament: \_\_\_\_\_

*(For basketball tournaments, specifying team coverage will determine type of credential allocation and seating assignment. Please use care in completing.)*

Media Outlet Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Sports Editor/Director: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

### Credential Requests

Reporter(s) Name(s): \_\_\_\_\_

Photographer(s) Name(s): \_\_\_\_\_

### Communications Use

Telephone Lines: \_\_\_ (\$25) File Story/Live Reports \_\_\_ (\$75) Play-by-Play Cell Phone: \_\_\_ (\$25) Live Reports

Using a cell phone for play-by-play broadcast? Yes \_\_\_ No \_\_\_ Stream on your website? Yes \_\_\_ No \_\_\_

*Note: Dollar figures in parentheses represent cost of phone line and is independent of rights fee.*

If Available: \_\_\_ (\$30) Wireless Connection \_\_\_ (\$30) LAN Connection

### Parking Requests

Parking passes are ordered through the WIAA only for State Tournament events at the Kohl Center or Camp Randall in Madison, and they are limited and assigned on the basis of need and/or order of request. **PARKING PASSES ARE ISSUED AT COST.** All requests and costs for parking will include sessions involving the school(s) you indicate you are covering and any subsequent games for that team, whether it wins or loses, or if the parking is used or not, unless specific sessions are indicated below. Parking requests made after respective credential deadlines will not be considered.

Number of individuals to receive parking: \_\_\_\_\_ Which sessions?: \_\_\_\_\_

*Please indicate which individual(s) should receive parking permits with their credentials by circling name(s) above.*

Credentials are for adult working members of legitimate news-gathering organizations. They are not intended for use by students, parents or coaches, and are not transferrable. Failure to adhere to WIAA credential policies may lead to revoking of current or future credential privileges. Please read the Credential Request information on the preceding page to identify WIAA credential policies. Please call the WIAA office to discuss any special needs or circumstances.

Date submitted: \_\_\_\_\_ Sports Editor/Director Signature: \_\_\_\_\_

# **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

# Table of Contents

Introduction .....	1
General Policies .....	1
Credentials .....	1
Requesting Credentials .....	2
Credential Provisions .....	3
Credential Pick-up .....	3
Credential Maximum Request Limits .....	4
Credential Request Deadlines .....	5
Member School Photo Credentials .....	5
Parking Permit Ordering Policies .....	6
Communications Lines .....	6
Photography Provisions .....	6
Photography Locations .....	7
Post-Game Interview Policies .....	8
Tournament Transmission Policies .....	10
Terms and Regulations .....	11
Comprehensive Transmission Policies .....	12
Video Transmissions .....	12
Audio Transmissions .....	13
Text Transmissions .....	14
Applying for Regional and Sectional Transmission Rights .....	14
Video .....	14
Audio .....	15
Text .....	15
Advertising .....	16
Transmission Rights & Fees .....	17
Application for Audio Transmission of WIAA Tournament Games .....	18
Radio High School Sports Directory .....	19
Television High School Sports Directory .....	28
Newspaper High School Sports Directory .....	30

## WIAA Administrative Staff

<b>Name, Position</b>	<b>Extension</b>	<b>Email Address</b>
Dave Anderson, Executive Director	Ext. 314	danderson@wiaawi.org
Wade Labecki, Deputy Director	Ext. 306	wlabecki@wiaawi.org
Debra Hauser, Associate Director	Ext. 319	dhauser@wiaawi.org
Todd Clark, Director of Communications	Ext. 320	tclark@wiaawi.org
Tom Shafranski, Assistant Director	Ext. 310	tshafranski@wiaawi.org
Marcy Thurwachter, Assistant Director	Ext. 311	mthurwachter@wiaawi.org
Joan Gralla, House Manager	Ext. 302	jgralla@wiaawi.org

**WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION**

**5516 Vern Holmes Drive, Stevens Point, WI 54482-8833**

**Telephone (715) 344-8580 – FAX (715) 344-4241**

**email: [info@wiaawi.org](mailto:info@wiaawi.org)**

**Web site: <http://www.wiaawi.org>**

**Web Portal: <http://www.wiaa.tv>**

# Introduction

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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

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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

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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

Golf (Girls)  
Tennis (Girls), Individual  
Tennis (Girls), Team  
Soccer (Boys)  
Cross Country  
Volleyball (Girls)  
Swimming & Diving (Girls)  
Volleyball (Boys)  
Football

### Tournament Dates

Oct. 12-13, 2009  
Oct. 15-17, 2009  
Oct. 23-24, 2009  
Oct. 29-31, 2009  
Oct. 31, 2009  
Nov. 5-7, 2009  
Nov. 13-14, 2009  
Nov. 13-14, 2009  
Nov. 19-20, 2009

### Credential Deadline

Noon, Oct. 9, 2009  
Noon, Oct. 13, 2009  
Noon, Oct. 21, 2009  
Noon, Oct. 27, 2009  
Noon, Oct. 29, 2009  
Noon, Nov. 3, 2009  
Noon, Nov. 11, 2009  
Noon, Nov. 11, 2009  
Noon, Nov. 17, 2009

### Winter Sports

Swimming & Diving (Boys)  
Wrestling, Individual  
Hockey  
Gymnastics  
Wrestling, Team  
Basketball (Boys)  
Basketball (Girls)

### Tournament Dates

Feb. 19-20, 2010  
Feb. 25-27, 2010  
March 4-6, 2010  
March 5-6, 2010  
March 5-6, 2010  
March 18-20, 2010  
March 25-27, 2010

### Credential Deadline

Noon, Feb. 17, 2010  
Noon, Feb. 23, 2010  
Noon, March 2, 2010  
Noon, March 2, 2010  
Noon, March 2, 2010  
Noon, March 16, 2010  
Noon, March 23, 2010

### Spring/Summer Sports

Tennis (Boys), Individual  
Track & Field  
Golf (Boys)  
Tennis (Boys), Team  
Baseball (Spring)  
Soccer (Girls)  
Softball  
Baseball (Summer)

### Tournament Dates

June 3-5, 2010  
June 4-5, 2010  
June 7-8, 2010  
June 11-12, 2010  
June 15-17, 2010  
June 17-19, 2010  
June 17-19, 2010  
July 28-29, 2010

### Credential Deadline

Noon, June 1, 2010  
Noon, June 2, 2010  
Noon, June 4, 2010  
Noon, June 9, 2010  
Noon, June 13, 2010  
Noon, June 15, 2010  
Noon, June 15, 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

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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](http://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

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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

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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**

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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**

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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

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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 \_\_\_\_\_

# **EXHIBIT C**

(WIAA contract with Visual Image  
Photography, Inc.)



**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**







**VISUAL IMAGE PHOTOGRAPHY, INC.**

**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.

- 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.



VISUAL IMAGE PHOTOGRAPHY, INC.

**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**



VISUAL IMAGE PHOTOGRAPHY, INC.

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**

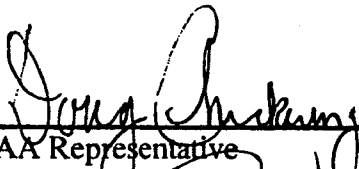
**Company Representatives Handling the Project**

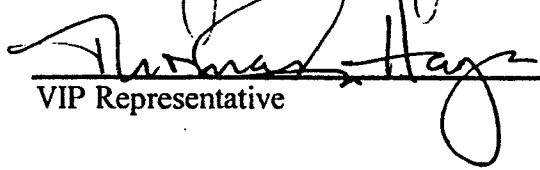
- Tom Hayes – President & CEO
- Michael Barton – CFO
- Bruce Brunner – Sales Manager
- Brian Hurley – Chief Photographer
- Jennifer Fredericks – Customer Service
- Meghan Blaney – Graphics Designer



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

# **EXHIBIT D**

(WIAA contract with WWVY )



**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
- Ⓟ b. 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.



# when we were young PRODUCTIONS

- 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: 5/26/05  
Tim Eichorst  
President  
American-HiFi/  
When We Were Young Productions

BY: Doug Chickerling Date: 4-26-05  
Doug Chickerling  
Executive Director  
WIAA

# **EXHIBIT E**

(WIAA contract with WIAA State Network)

**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: [Signature]

Print Name Here: Ralph M. Oaker

Its VP

Dated: 3/20/04

Wisconsin Interscholastic Athletic Association ("WIAA")

By: [Signature]

Print Name Here: Doug Chickering

Its Executive Director



# **EXHIBIT F**

(WIAA contract with FSNN)

## 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.

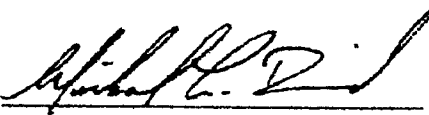
(j) No Other Payment by FSNN. Except as specifically provided in Section 5(a) of this Agreement, FSNN shall not be obligated to make any payment to WIAA or anyone else related to the Games (e.g., participants, the Site, etc.).

(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**


By: 

Name: Mike Dimond

Title: Senior Vice President/General Manager

Date: 7/20/07

**WISCONSIN INTERSCHOLASTIC  
ATHLETIC ASSOCIATION**

By: 

Name: Doug Chickering

Title: Executive Director

Date: 7-13-07

# **EXHIBIT G**

(WIAA 86th Annual Yearbook (2008-2009) –  
Currently in the production process, will be filed  
as Exhibit G when it becomes available)

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

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

Plaintiffs,

Case No. 09-CV-155

v.

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

Defendants.

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**CERTIFICATE OF SERVICE**

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I hereby certify that on January 21, 2010, I caused a copy of the following document:

- **STIPULATION OF BACKGROUND FACTS (WITH EXHIBITS A – G)**

to be electronically filed with the Clerk of Court using the ECF system which will send notification to the following ECF participants:

Gerald M. O'Brien  
Anderson O'Brien Bertz Skrenes & Golla  
1257 Main Street  
P.O. Box 228  
Stevens Point, WI 54481-0228  
[gmo@andlaw.com](mailto:gmo@andlaw.com)

John S. Skilton  
Perkins Coie LLP  
One East Main Street, #201  
Madison, WI 53703-5118  
[jskilton@perkinscoie.com](mailto:jskilton@perkinscoie.com)

Jennifer Susan Walther  
Mawicke & Goisman, S.C.  
1509 North Prospect Avenue  
Milwaukee, WI 53202  
[jwalther@dmgr.com](mailto:jwalther@dmgr.com)

Justi Rae Miller  
Kelly and Berens, P.A.  
80 South 8th Street, IDS Tower  
Suite 3720  
Minneapolis, MN 55402  
[jmiller@kellyandberens.com](mailto:jmiller@kellyandberens.com)

Dated this 21<sup>st</sup> day of January 2010.

/s/ Matthew P. Veldran  
Matthew P. Veldran