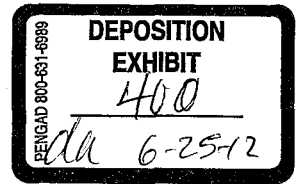


ROBINSON BRADSHAW & HINSON



S. GRAHAM ROBINSON  
CHARLOTTE OFFICE

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DIRECT FAX: 704-373-3964  
GROBINSON@RBH.COM

June 4, 2010

**VIA FEDERAL EXPRESS**

Mr. Scott A. Bearby  
Managing Director of Legal Affairs &  
Associate General Counsel  
NCAA  
1 NCAA Plaza  
Indianapolis, IN 46206  
Phone: 317-917-6913

Re: Multi-Media Agreement between Turner Broadcasting System, Inc.,  
CBS Broadcasting Inc. and The National Collegiate Athletic Association

Dear Scott:

Enclosed are the following fully executed, original documents in the above referenced transaction:

1. Multi-Media Agreement, dated as of April 22, 2010;
2. Time Warner Inc. Guaranty, dated as of April 22, 2010; and
3. CBS Corporation Guaranty, dated as of April 22, 2010.

If you have any questions, please give me a call.

Very truly yours,

ROBINSON BRADSHAW & HINSON, P.A.

A handwritten signature in black ink, appearing to read "S. Graham Robinson".

S. Graham Robinson

SGR/sl  
Enclosures

3005397v1 21173.00011

Attorneys at Law  
101 North Tryon Street, Suite 1900, Charlotte, NC 28246  
Charlotte Research Triangle Rock Hill  
www.rbh.com

0400-1

Highly Confidential – Outside Counsel Only

NCAAPROD00292647

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**MULTI-MEDIA AGREEMENT**

**BETWEEN**



**TURNER BROADCASTING SYSTEM, INC.,**

**CBS**

**CBS BROADCASTING INC.,**

**and**



**THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION**

**Dated as of April 22, 2010**

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EXHIBITS

- Exhibit A – NCAA Marks
- Exhibit B – NCAA Royalties
- Exhibit C – Production Facilities
- Exhibit D – Commercial Formats
- Exhibit E – NCAA's Advertising and Promotional Standards
- Exhibit F – Copyright Assignment Forms
- Exhibit G – Mark Usage Guidelines
- Exhibit H – Human Rights and Labor Standards
- Exhibit I – Turner Parent Guaranty
- Exhibit J – CBS Parent Guaranty

## MULTI-MEDIA AGREEMENT

THIS MULTI-MEDIA AGREEMENT (the "Agreement") is entered into as of April 22, 2010 by and between Turner Broadcasting System, Inc., a Georgia corporation ("Turner"), CBS Broadcasting Inc., a New York corporation ("CBS"), and The National Collegiate Athletic Association, an unincorporated association ("NCAA").

WHEREAS, the NCAA owns the right to license the Distribution of NCAA Division I Men's Basketball Championship events as described more fully herein, and seeks to provide broad exposure simultaneously across multiple networks and platforms for its athletics programs and contests in order to further and fulfill its educational purposes, core purposes and core values; and

WHEREAS, the NCAA desires to maximize the revenues achieved from the licensing of such intellectual property rights, which revenues shall be used to further the educational purposes, core purposes and core values of its member institutions and conferences; and

WHEREAS, the Broadcaster desires to purchase a license to produce and broadly Distribute, or cause the broad Distribution of, presentations of NCAA Division I Men's Basketball Championship events, and the NCAA desires to license such rights to the Broadcaster on the terms set forth below; and

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the Parties hereby agree as follows:

### 1. DEFINITIONS.

As used herein, the following capitalized terms shall have the meanings specified below:

(a) "Affiliate": With respect to any entity, each of the entities that directly or indirectly controls, is controlled by or is under common control with, such entity. For purposes of this definition only, "control" means the right to appoint a majority of the controlled entity's directors or managers, or ownership of more than twenty percent (20%) of the voting share equity of the controlled entity, provided that such appointment, powers or ownership, alone or in combination, affords the power to direct or cause the direction of management and policies of such entity.

(b) "Annual Meeting": shall have the meaning given to it in **Section 16.1(a)**.

(c) "Basketball Championship": The Division I Men's Basketball Championship of the NCAA, which is the Division I Men's Basketball tournament that determines the National Champion of Division I Men's Basketball, consisting of a single elimination tournament composed of 68 NCAA Division I Institutions teams, generally including conference automatic qualifiers and the best additional teams as determined and selected by the NCAA, subject to expansion as set forth in **Section 5.6**.



(d) “Broadcaster Marks” [REDACTED]

(e) “Broadcast Network”: [REDACTED]

(f) “Broadcaster”: [REDACTED]

(g) “Broadcaster Multi-Sport Package”: [REDACTED]

(h) “Broadcaster Platform”: [REDACTED]

(i) “CBS”: [REDACTED]

- (j) "CBS Network": [REDACTED]
- (k) "CBS Parent": [REDACTED]
- (l) "Commercially Reasonable Efforts": [REDACTED]  
[REDACTED]
- (m) "Contract Year": [REDACTED]  
[REDACTED]
- (n) "Corporate Partner": [REDACTED]  
[REDACTED]
- (o) "Corporate Partner Agreement": [REDACTED]  
[REDACTED]
- (p) "Coverage": [REDACTED]  
[REDACTED]
- (q) "Data": [REDACTED]  
[REDACTED]
- (r) "Digital Platform": [REDACTED]  
[REDACTED]
- (s) "Distribute": [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- (t) "DMA": [REDACTED]
- (u) "DVD": [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(v) “Force Majeure Event”: [REDACTED]

(w) “Full Game”: [REDACTED]

(x) “Game”: [REDACTED]

(y) “Highlights”: [REDACTED]

(z) “International Broadcast”: [REDACTED]

(aa) “International DMA Spillover”: [REDACTED]

(bb) “Internet”: [REDACTED]

(cc) “Live Window”: [REDACTED]

(dd) “National”: [REDACTED]

(ee) “National Champion”: [REDACTED]

(ff) “National Final”: [REDACTED]

(gg) “National Semifinals”: [REDACTED]

(hh) “NCAA”: [REDACTED]

(ii) “NCAA Approval”: [REDACTED]

(jj) “NCAA Championship”: [REDACTED]

(kk) “NCAA Corporate Partner Program”: [REDACTED]

(ll) “NCAA Corporate Partner Program Guidelines”: [REDACTED]

(mm) “NCAA Institution”: [REDACTED]

(nn) “NCAA Marks”: [REDACTED]

(oo) “NCAA Rules”: [REDACTED]

(pp) “NCAA Web Sites”: [REDACTED]

(qq) “News Access Guidelines”: [REDACTED]

(rr) “News Access Window”: [REDACTED]

(ss) “Nielsen Ratings Window”: [REDACTED]

[REDACTED]

(tt) “Non-Game Elements”: [REDACTED]

(uu) “Non-Standard Television”: [REDACTED]

(vv) “Opening Round”: [REDACTED]

(ww) “Parties”: [REDACTED]

(xx) “Permitted Networks”: [REDACTED]

(yy) “Person”: [REDACTED]

(zz) “Program”: [REDACTED]

(aaa) “Re-Air”: [REDACTED]

(bbb) “Stations”: [REDACTED]

(ccc) "Talent": [REDACTED]

(ddd) "Telecast": [REDACTED]

(eee) "Term": [REDACTED]

(fff) "Territory": [REDACTED]

(ggg) "Third-Party Materials": [REDACTED]

(hhh) "Turner": [REDACTED]

(iii) "Turner Networks": [REDACTED]

(jjj) "Turner Parent": [REDACTED]

(kkk) "U.S. DMA Spillover": [REDACTED]

**2. BROADCASTER RIGHTS AND RESTRICTIONS.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

[Redacted]

[Redacted]

(a) [Redacted]

(b) [Redacted]

[Redacted]

[Redacted]



[REDACTED]

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.10 Additional Clarifications.

(a) Merchandise and Designations. [REDACTED]

(b) Photographs. [REDACTED]

(c) Fan Festivals/Activities. [REDACTED]

(d) Other NCAA Championships. [REDACTED]

(e) Simulations. [REDACTED]

2.11 NCAA Rules. Notwithstanding anything herein to the contrary, the Broadcaster agrees to strictly adhere to and comply with, and to cause all of its clients, advertisers, licensees, parent, affiliates, subsidiaries, advertising/promotional agencies, staff and any sublicensees or other Persons with which it enters into any agreement as permitted hereunder, to strictly adhere to and comply with the NCAA Rules, which may be amended from time to time by the NCAA in its sole discretion; provided that the NCAA will not amend the NCAA Rules (i) primarily for the purpose of materially reducing or impairing the Broadcaster's rights hereunder (although it may make amendments that have such an impact as long as the underlying reason was to further its core purposes or core values), or (ii) in any of the following ways, to the extent that such amendment causes a material adverse effect on Broadcaster: (A) a reduction in the number of Games played during each Basketball Championship; (B) the removal of the single elimination nature of the Basketball Championship; (C) a reduction in the amount of commercial inventory available to the Broadcaster as set forth in Exhibit D; (D) a change in the customary schedule of the Basketball Championship that results in the Basketball Championship commencing before March 1 or the National Final being conducted after the first Monday in April; (E) the creation of another postseason Division I men's basketball tournament that materially diminishes the status

of the Basketball Championship; (F) the elimination or material reduction in the scope of the grant of rights to use the NCAA Marks as provided in **Section 14** hereunder; (G) the grant of rights by the NCAA to another Person that violates or eliminates the limited exclusivity granted to the Broadcaster under **Section 2** or (H) the elimination of the right of the NCAA to license the Distribution rights hereunder. The NCAA agrees that any amendments or modifications of the NCAA Rules shall be made in a non-discriminatory manner. The Broadcaster shall take no action that results in a student athlete or an NCAA Institution being in violation of any NCAA Rule. A copy of the current NCAA bylaws is available on one or more of the NCAA Web sites. The NCAA will provide copies of any other NCAA Rules to the Broadcaster upon request.

2.12 Consultation. [REDACTED]

3. **NCAA RIGHTS AND RESTRICTIONS.**

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. **CONSIDERATION.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. DIVISION I MEN'S BASKETBALL CHAMPIONSHIP.

[REDACTED]

[REDACTED]

[REDACTED]  
(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

[REDACTED]

(vi)

[REDACTED]

(vii)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

**6. GENERAL TELECAST OBLIGATIONS.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

[REDACTED]

(e)

[REDACTED]

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

■ [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

**7. ADDITIONAL BROADCASTER OBLIGATIONS.**

■ [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**8. PRODUCTION AND FACILITIES.**

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

■ [REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[Redacted]

[Redacted]

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

[Redacted]

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[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

[REDACTED]

[REDACTED]

9. **COMMERCIAL MATTER AND PROMOTION.**

[REDACTED]

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(g)

[REDACTED]

(h)

[REDACTED]

**10. CORPORATE PARTNER PROGRAM.**

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

[Redacted]

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

[Redacted]

(d)

[Redacted]

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

providing the local sponsor with limited rights to associate itself with a specific NCAA Championship or multiple NCAA Championships conducted either together (e.g. Division II and Division III women's lacrosse) or in the same city (e.g. as part of the NCAA Championship City Program). The local sponsor shall (i) not receive the status of an NCAA Corporate Partner in connection with any such sponsorship package; and (ii) have a physical business presence in the geographic region where the NCAA Championship is being conducted.

10.8 Local Contributors. The NCAA retains and reserves the right to, on its own or through any Person designated to serve as a local organizing committee or host of such NCAA Championship, solicit businesses and other donors for funds, goods or services in connection with any NCAA Championships (including the Basketball Championship), provided that the NCAA or local organizing committee or host shall not authorize any such local sponsor to use the NCAA Marks or reference the applicable NCAA Championship in advertising or promotions.

10.9 Ticket and Hospitality Packages. For the avoidance of doubt, nothing in this Section 10 shall be deemed to restrict the NCAA from selling, or authorizing any other Person to sell, tickets and/or hospitality packages to any NCAA Championship, provided that such packages may not include any NCAA sponsorship rights.

10.10 NFUSA Rights. The NCAA consents for the Broadcaster to package NFUSA Corporate Sponsorships with NCAA Corporate Partner rights in the event that the Broadcaster consummates a deal with NFUSA.

10.11 Opportunities Afforded by Other NCAA Rights Holders. The NCAA shall use Commercially Reasonable Efforts to provide NCAA Corporate Partners with access to NCAA Licensed Merchandise and NCAA Championship day-of-game publications.

11. **PRIOR NEGOTIATION RIGHT.**



12. **NAME AND LIKENESS.**

12.1 Coverage in Live Window. The NCAA represents and warrants that the recording and capturing of the Game and Distributing the actual video of the live action as a Full



Game, or a Re-Air of substantially the entire Game, does not violate any statutory or common law rights of privacy or publicity of the individual participants and coaches in such Game, or any other rights of such individuals.

12.2 No Authorization. The NCAA does not have the right to authorize the use of Coverage, other video, photographs, or other images or depictions of individual participants and coaches in a particular Game in any manner that violates any statutory or common law rights of privacy or publicity of such individuals, or any other rights of such individuals. Accordingly, the Broadcaster (i) is not authorized by this Agreement to use such Coverage, video, photographs, or other images or depictions in any manner that violates any statutory or common law rights of privacy or publicity of such individuals, or any other rights of such individuals, and (ii) the Broadcaster affirmatively agrees not to use such Coverage, video, photographs, or other images or depictions in any manner that violates any statutory or common law rights of privacy or publicity of such individuals, or any other rights of such individuals; provided, however, for clarification, the recording and capturing of video of the Game and Distributing such video as contemplated by **Section 12.1** shall not be deemed to be or regarded as a violation of this **Section 12.2** by the Broadcaster. Without limiting the foregoing, such logos, names and likenesses must not be used by the Broadcaster as an endorsement of any product or service or in connection with any political cause or candidate.

### 13. COPYRIGHT.

#### 13.1 License During Live Window.

13.2 Ownership of Copyright/Assignment To the NCAA. Effective immediately upon the conclusion of the Live Window for each Game, the NCAA shall be the exclusive owner worldwide of all copyrights and, subject only to the license granted the Broadcaster in this Agreement, all rights of copyright in and to all Coverage of each Game played during the Term (other than Third Party Materials). For purposes of this **Section 13** only, Coverage includes any Non-Game Elements containing any award presentations or ceremonies following each such Game (and for the avoidance of doubt, excludes all other Non-Game Elements, the rights to which shall be owned by Broadcaster as provided below). Therefore, except as set forth in **Section 13.4**, the Broadcaster hereby irrevocably assigns to the NCAA all of the Broadcaster's copyrights and all of the Broadcaster's rights of copyright in and to the Coverage (other than Third Party Materials), effective immediately as of the conclusion of the applicable Game, on the terms and conditions set forth in **Exhibit F**. For the avoidance of doubt, as between the NCAA and the Broadcaster, the Broadcaster shall retain the copyright to any programming that it produces under **Section 7.4** or **Section 7.5** (excluding any Coverage contained therein to which

the copyright is being transferred to the NCAA hereunder), and the NCAA shall retain the copyright to any programming that it produces under **Section 7.5**. The Broadcaster agrees that the Broadcaster and its employees, agents, contractors and Affiliates shall take or cause to be taken any and all actions reasonably deemed appropriate by the NCAA (including but not limited to execution of a separate assignment of copyright in the form set forth as **Exhibit F** upon request of the NCAA) in furtherance of such assignment. Such assignment shall be deemed valid and effective whether documented by execution of **Exhibit F** or not. The Broadcaster agrees promptly to execute and deliver all further instruments and documents that may be necessary or that the NCAA may reasonably request in order for the NCAA to record the assignment of the copyrights to the Coverage and to secure copyright registrations in such Coverage. Without limiting the foregoing, the NCAA may, in its discretion, take or cause to be taken any actions to evidence, establish, protect and maintain, the NCAA's copyrights in the Games. As reasonably requested by the Broadcaster to facilitate the Broadcaster's prosecution of claims for copyright infringement of the copyright during the Live Window, the NCAA shall submit a copyright registration to the United States Copyright Office for the Coverage of such Game to the extent of the NCAA's ownership of such copyright.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**14. TRADEMARKS.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. **FORCE MAJEURE.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**16. OTHER OBLIGATIONS.**

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

[Redacted]

(i)

[Redacted]

(ii)

[Redacted]

(iii)

[Redacted]

(iv)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]



[REDACTED]

**17. WARRANTIES.**

[REDACTED]

[REDACTED]

**18. INDEMNIFICATION.**

[REDACTED]

[REDACTED]

[REDACTED]

**19. TERMINATION AND REMEDIES FOR BREACH.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**20. PROGRAM MATTER; SECTION 507 OF THE COMMUNICATIONS ACT.**

[REDACTED]

**21. GENERAL TERMS.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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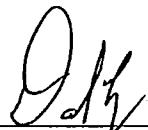
[REDACTED]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**TURNER BROADCASTING SYSTEM,  
INC.**

By:   
Name: DAVID LEVY  
Title: PRESIDENT

**CBS BROADCASTING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE NATIONAL COLLEGIATE  
ATHLETIC ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**TURNER BROADCASTING SYSTEM,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CBS BROADCASTING INC.**

By: \_\_\_\_\_  
Name: Sean McManus  
Title: President

**THE NATIONAL COLLEGIATE  
ATHLETIC ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

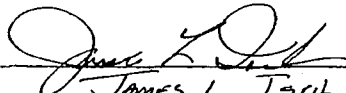
**TURNER BROADCASTING SYSTEM,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CBS BROADCASTING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE NATIONAL COLLEGIATE  
ATHLETIC ASSOCIATION**

By:   
Name: James L. Jock  
Title: Interim President

## Exhibit A

### NCAA Marks

NCAA TRADEMARKS (April 17, 2010)

And Then There Were Four®

College Cup® to – Division I men's and women's soccer only

(2) College World Series® – Division I baseball only

CWS™ – Division I baseball only

Eight at the Plate® – Division I baseball only

Elite Eight®

Elite 8®

F4™ – Division I men's or women's basketball only

Final 4® – Division I men's or women's basketball only

Final Four Friday® – Division I men's or women's basketball only

Final Four® – Division I men's or women's basketball only

Frozen Four® – Division I men's and women's ice hockey only

JJ Jumper® – Collegiate basketball only

(1) March Madness® – Division I men's or women's basketball only

Men's College Cup® – Division I men's soccer only

Men's Elite Eight®

Men's Final 4™ – Division I men's basketball only

Men's Final Four™ – Division I men's basketball only

Men's Frozen Four® – Division I men's ice hockey only

National Collegiate Athletic Association®

National Collegiate Championships®

NCAA Basketball®

NCAA College Cup® – Division I men's and women's soccer only

NCAA Sweet 16® – Collegiate basketball only

NCAA Sweet Sixteen® – Collegiate basketball only

NCAA Championships®

NCAA®

Road to the Final Four®

Selection Sunday™

Stagg Bowl® – Division III football only

The Big Dance® – Division I basketball only

The Final Four® – Division I men's or women's basketball only

The Greatest Show on Dirt® – Division I baseball only

The Road Ends Here

The Road to Atlanta™

The Road to Cary™

The Road to Cleveland™

The Road to Detroit™

The Road to Indianapolis®

The Road to Minneapolis™

The Road to New Orleans™  
The Road to Omaha®  
The Road to San Antonio™  
The Road to San Diego™  
The Road to St. Louis™  
The Road to the Final Four®  
Women's College Cup® – Division I women's soccer only  
(2) Women's College World Series® – Division I women's softball only  
Women's Elite Eight®  
Women's Final 4® – Division I women's basketball only  
Women's Final Four® -- Division I women's basketball only  
Women's Frozen Four® -- Division I women's ice hockey only

(1) March Madness and related marks: March Madness Athletic Association LLC, an NCAA limited liability company, owns the registration to March Madness and Midnight Madness. The NCAA is the exclusive licensee of the marks in connection with the NCAA Division I Men's Basketball Championship and the Division I Women's Basketball Championship.

(2) College World Series and Women's College World Series: The NCAA is the exclusive licensee of these marks, registered by Major League Baseball, in connection with the NCAA Division I Men's Baseball Championship and the Division I Women's Softball Championship.

**Exhibit B**

[REDACTED]

[REDACTED]

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Exhibit C

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**Exhibit D**

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## **Exhibit E**

### **NCAA's Advertising and Promotional Guidelines**

**October 17, 2005**  
**(Update 1 – November 2006)**  
**(Update 2 – April 2010)**

#### **Introduction**

The NCAA's advertising and promotional standards are designed to encourage those advertisements and advertisers that support the NCAA's ideals and exclude those advertisements and advertisers (and others who wish to associate with NCAA activities) that do not appear to be in the best interests of higher education and student-athletes.

Advertisements, advertisers and others associated with NCAA events (e.g., entities participating in NCAA championship fan fests) should be generally supportive of the NCAA's values and attributes, and/or not be in conflict with the NCAA's mission and fundamental principles.

In formulating these advertising and promotional standards, the NCAA reviewed the broadcast practices and standards documents of its primary television partners (i.e., the CBS Television Network Advertising Guidelines and the ESPN Domestic Commercial Guidelines). In some cases, the NCAA adopted specific standards from these guidelines. Overall, the NCAA recognizes that these network guidelines help to maintain and assure a standard of appropriate advertising on NCAA championship telecasts.

The NCAA will work with each of its business partners (including CBS, Turner and ESPN) in reviewing in advance advertisements (e.g., those that might be viewed as demeaning or in poor taste) or other questionable associations with the NCAA prior to the NCAA rendering a decision as to how these standards should apply in any given situation. The NCAA reserves the right to exercise flexibility as circumstances warrant.

#### **Principles**

The NCAA strives to be associated with entities and messages that:

- Promote the NCAA's attributes: Learning, Balance, Character, Spirit/Passion, Community, and Fair Play.
- Champion the STUDENT-athlete, reflecting the integration and balance that student-athletes achieve every day between academics and athletics.
- Support diversity, gender equity, nondiscrimination, physical fitness, healthy behaviors, youth development, sportsmanship, ethical conduct, academic standards, student-athlete welfare and amateurism.
- Enhance the overall value of higher education.

- Project and enhance a consistent brand image and consistent public relations messages for the NCAA.
- Do not violate the fundamental principles and specific guidelines contained in this document.

Understanding the realities and challenges that commercial entities face in attempting to reach these objectives, the NCAA believes, at a minimum, that advertisements, advertisers and others who wish to be associated with NCAA events should not:

- Cause harm to student-athlete health, safety and welfare.
- Bring discredit to the purposes, values or principles of the NCAA.
- Negatively impact the best interests of intercollegiate athletics or higher education.

The NCAA reserves the right to disapprove any advertiser, advertisement or other association with the NCAA or its activities that in the NCAA's sole judgment violates the principles outlined above, which may be modified from time to time as part of the NCAA membership's continual review of Association policies and procedures.

### **Specific Examples**

The items below are intended to provide specific examples of topics and entities that are, and are not, permitted to be associated with the NCAA or its events (marked below as **Permissible** or **Impermissible**, respectively). These examples are not meant to be exhaustive but instead were chosen to illustrate the application of the NCAA's principles outlined above. Over the years, NCAA business partners have questioned these topics and entities, and as a result, these examples are intended to address the most likely questions. For specific items or areas not listed below, the principles outlined above will govern. In any situation in which there is any doubt about appropriateness or adherence to the standards contained herein, the NCAA, after gathering input from the involved parties, shall review the situation on a case-by-case basis to determine, in its sole discretion, approval or disapproval. All questions about items or areas not listed should be directed to the NCAA's managing director of strategic activation.

[NOTE: Certain words are boldfaced below only to aid in locating specific items.]

#### **Health Related Products**

- **Hygiene-related products. P**
- Educational messages about the dangers of **sexually transmitted diseases** if done in a respectful manner. **P**
- **Health-related topics** or advertising, provided (1) such items are beneficial to one's physical or mental health and (2) all health-related and technical claims are supported by clinical or scientific evidence. **P**
- Federally approved **prescription drugs. P**



- **Sexual enhancement drugs** (e.g., ED drugs) that are federally approved, if no explicit descriptions of sexual side effects are used. **P** [NOTE: Television and radio ads containing such explicit language may be broadcast after 10 p.m. Eastern time.]
- **NCAA-banned substances\*** (e.g., stimulants, anabolic steroids, marijuana) and impermissible **Nutritional Supplements** that NCAA member institutions may not provide to student-athletes (e.g., creatine, amino acids, ginseng). **I** (\*Note: The list of NCAA-banned drug classes with examples substances is available at [http://www1.ncaa.org/membership/ed\\_outreach/health-safety/drug\\_testing/banned\\_drug\\_classes.pdf](http://www1.ncaa.org/membership/ed_outreach/health-safety/drug_testing/banned_drug_classes.pdf))

#### Individuals, Agencies and Organizations

- Most **cause-related** organizations or events (e.g., National Alliance of Breast Cancer Organizations) unless the cause endorses a controversial or unacceptable viewpoint. **P**
- **Professional** advertising (e.g., dentists, doctors, lawyers). **P**
- **Governmental** agencies. **P**
- Individuals, organizations or associations organized as a recognized **not for profit**, unless (1) the ad or association endorses a political candidate or party, or (2) the ad or association advocates a viewpoint on controversial issues of public importance. [Sub-items (1) and (2) do not apply to television and radio advertising inasmuch as Federal rules/laws and networks' broadcast practices and standards take precedence in regard to political ads and controversial topics, respectively.] **P**
- **Nightclubs**, pool halls and other establishments that include adult entertainment, gambling and the like. **I**
- **Public personalities** whose personas/images are inappropriate for NCAA audiences (e.g., those who promote hatred, misogyny or discrimination in their art). **I**
- Advocacy of viewpoints on **controversial issues** of public importance (e.g., religious beliefs, political beliefs). **I**

#### Sports Issues

- **Professional athletes** or others connected with **professional athletics**, provided there are no explicit promotional references to professional teams, leagues or events. **P** [Note: This standard does not apply to a broadcast entity's tune-ins or promos for its upcoming programming that involves a professional team/event.]
- **Sports camps/clinics** (both private as well as those affiliated with a university), provided no recruiting service is promoted. **P**
- **Sports wagering**. **I**
- Organizations or companies primarily involved in **gambling** or gaming business activities (e.g., publications, Web sites, products, services). This includes casinos, horse/dog racing tracks, off-track betting and state-run lotteries. **I**

- Names, pictures or likenesses of currently **eligible NCAA student-athletes**, unless specifically authorized by the NCAA and appropriate releases have been obtained. **I**
- **Athletics recruiting services.** **I**

#### Children/Youth Protection

- **Child-directed** topics or advertising, with the understanding that all applicable laws are met. **P**
- Firearms, ammunition, and other **weapon-related** items. **I**
- Gratuitous **violence** of any kind, including ads depicting reckless, disorderly or destructive fan behavior. **I**
- Material that is defamatory, **obscene**, profane, vulgar or otherwise considered socially unacceptable or offensive to the general public. **I**
- Overt and demeaning portrayal of males and/or females as **sexual objects.** **I**
- Depiction of any student-athlete subgroup in a **degrading, demeaning or disrespectful** manner. **I**
- Promotions for **motion pictures, television programming or interactive games** that are rated “NC-17 (formerly “X”) or their television/interactive game equivalents. **I**

#### Alcohol and Tobacco

- **Anti-smoking, anti-drinking** or **anti-tobacco** activities or items. **P**
- **Malt beverages, beer and wine** products that do not exceed six percent alcohol by volume, provided:
  - (i) such advertisements do not compose more than 14 percent of the space in the NCAA publication (e.g., game program) devoted to advertising or not more than 60 seconds per hour of any NCAA championship programming,
  - (ii) such advertisements or advertisers incorporate “**Drink Responsibly**” educational messaging \*, and
  - (iii) the content of all such advertisements is respectful (e.g., free of gratuitous and overly suggestive sexual innuendo, no displays of disorderly, reckless or destructive behavior) as determined by the NCAA on a case-by-case basis. **P**

\* (1) For television and radio, there is flexibility as to how the advertisement or advertiser can provide the “Drink Responsibly” messaging. The NCAA will review and determine on a case-by-case basis what is considered an adequate level of such messaging, which should be commensurate with the following general standard: a voice-over and/or super (on-screen text) of at least 3 seconds in a 30-second commercial; or a minimum of 5 seconds in a 60-second commercial). (2) For radio, consist of a voice-over for a minimum of 3 seconds for a 30-second commercial or 5 seconds for a 60-second commercial. (3) For print or Internet, acceptable “Drink Responsibly” messaging, at a minimum, must consist of text and/or graphics so as to make the tag easily legible in

relation to other text in the ad. [It is recommended that all proposed tags be submitted for NCAA review in each case, regardless of TV, radio, print or Internet.]

- **Alcoholic beverages** (except as specified above). **I**
- Companies primarily involved in the manufacture or sale of **tobacco** or tobacco-related products/services. **I**

#### Legal/Technical

- **False**, unsubstantiated or unwarranted claims for any product or service, or any unauthenticated testimonials. **I**
  - Ambiguous, misleading or **deceptive** statements. **I**
  - Terms or implications that the NCAA, its member institutions/conferences, or the faculties, employees or students of such member institutions/conferences recommend, **endorse** or certify any product or service, or are employed or engaged by the commercial entity. **I**
  - Any act or anything contradicting or in any way impairing or tending to impair the NCAA's **exclusive right**, title and interest in and to NCAA Marks. **I**
  - **Infringements** or violations of any law, agreement or other rights of any kind whatsoever, of any person or entity including, without limitation, rights affecting copyright, patent, trademark, unfair competition, contract, defamation, privacy and/or publicity. **I**
  - Attacks or other **disparagements** of the NCAA or its members. **I**
  - Unless proper authorization exists, **NCAA marks and logos** (e.g., March Madness, Big Dance, Final Four, the names of NCAA championships) and NCAA championship brackets, including ambush marketing that impairs NCAA rights and goodwill through an improper association. **I**
- [NOTE: NCAA marks available for use by authorized entities, with prior approval, can be found at <http://www1.ncaa.org/eprise/main/Public/CBA/Trademarks.html>]
- For championship **game programs ads**, any products or services that are competitive with those product/service categories of NCAA corporate champions (i.e., currently, Coca-Cola, General Motors/Pontiac and Cingular). **I**

#### Process

The NCAA president shall have the authority to rule in cases where doubt exists concerning acceptable advertisers and/or advertisements associated with NCAA championships and other NCAA related activities.

The NCAA staff will carry out the president's authority over these standards on a day-to-day basis. The senior vice-president for basketball and business strategies will consult with other NCAA staff in the area being affected (e.g., brand management staff, championships staff to the extent the advertising is to be placed during the broadcast of NCAA championships) before

making the final decision. The managing director of public and media relations, as well as in-house counsel, shall be consulted, as necessary, before communicating final decisions.

The NCAA will use commercially reasonable efforts not to apply any substantive changes to its advertising and promotional standards without proper notice to its business partners (e.g., have changes be effective at the beginning of the next academic year).

Exhibit F

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**Appendix A**

**Copyrights**

Audiovisual Program

Registration Number

Date Registered

Exhibit G

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**Exhibit H**

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**Exhibit I**

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**Exhibit J**

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