

# 2017 OHSWEKEN SPEEDWAY MEDIA APPLICATION



Attn: Ohsweken Speedway Media Partners

In 2017, Ohsweken Speedway will be limiting the number of media access passes to established media outlets and publications. Infield access will also be limited to said outlets and publications along with our official track photographers.

Please find attached our 2017 Media Application Form. Take the time to read the complete form before filling it out. Upon agreement we encourage you to fill out the application and return it by email to [clinton@ohswekenspeedway.com](mailto:clinton@ohswekenspeedway.com) or print and mail it to:

Clinton Geoffrey – Ohsweken Speedway  
2011 Chiefswood Road  
Ohsweken, Ontario Canada  
NOA 1M0

**ALL APPLICATIONS MUST BE ACCOMPANIED BY A STATEMENT OF REPRESENTATION ON COMPANY LETTERHEAD FROM THE MEDIA OUTLET BEING REPRESENTED.**

All applications will be subject to review by our management team.

Our 2017 Media Access Passes will be available on an annual or single event basis. All Annual Applications must be submitted by May 31<sup>st</sup>, 2017. Single event applications must be received no later than 48 hours prior to the event you wish to attend and must be submitted to the mailing or email address listed above.

**Please note: NO MEDIA APPLICATION FORMS WILL BE PROCESSED OR APPROVED ON RACE DAY. NO EXCEPTIONS.**

**PHOTOGRAPHERS:** All media photographers must report to Ohsweken Speedway track photographer Dale Calnan at the conclusion of the Sprint Car drivers meeting in the pit barn. Photographers will be assigned a numbered luminous safety vest prior to being granted access to the infield. All photographers are required to wear the supplied vest. Failure to do so will result in no access to the infield. Note: Only media photographers or videographers will be granted infield access. Ohsweken Speedway reserves the right to restrict the number of photographers/videographers per Media Outlet at any given event.

**VICTORY LANE PHOTOS:** The Ohsweken Speedway track photographers will have first priority in victory lane after each feature. All other photographers will be given brief access to the winners once track photos and post-race interviews are completed.

**PLEASE NOTE: Selling of photographs or any other merchandise / services by an approved media pass holder on Ohsweken Speedway property will result in the immediate revoking of your Annual Media Pass and an indefinite ban from speedway property.**

**MEDIA RELEASES:** If you would like to receive our pre and post-race releases, please email Tommy Goudge at [media@ohswekenspeedway.com](mailto:media@ohswekenspeedway.com).

**ADVERTISING REQUESTS:** Advertising and content proposals should be directed to Clinton Geoffrey at [clinton@ohswekenspeedway.com](mailto:clinton@ohswekenspeedway.com).

We thank you for your support of Ohsweken Speedway and look forward to seeing you at the track in 2017. If you have any questions or concerns please contact us at any time.

# 2017 OHSWEKEN SPEEDWAY MEDIA APPLICATION FORM



FIRST & LAST NAME:

MAILING ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

NAME OF MEDIA OUTLET REPRESENTING:

MEDIA TYPE:  (RADIO , TV, NEWSPAPER, RACING PUBLICATION, BLOG, WEBSITE or OTHER please describe)

ANNUAL PASS REQUEST or SINGLE EVENT REQUEST:

## TERMS AND CONDITIONS FOR ISSUANCE OF RACE TRACK MEDIA LICENSE FOR 2017 RACING SEASON

**Limited Rights Granted:** This media license confers upon the license/credential holder a limited, nonexclusive and non-transferable right that allows the holder, or the entity that engaged the holder, to use such photographs, audio, video, or other depiction, expression, or account of events, for news coverage of and about Ohsweken Speedway events. The license/credential holder and the entity that engaged the license/credential holder, is granted the limited right to record, create and distribute media content as defined in the "Description of Rights Granted To License Holder" above. Other recording, creation, and distribution is prohibited.

**Track Retains All Rights:** Ohsweken Speedway retains all media rights (including, but not limited to, rights in broadcast, cable, audio, home video, Internet, or such other recordings, tangible expressions, accounts or descriptions, now known or hereafter devised) to all Ohsweken Speedway race events.

**Prohibited Use:** The use of any account, description, picture, photograph, video, audio, reproduction, or other information concerning Ohsweken Speedway race events other than for news coverage of the events is prohibited, except with the prior written consent of Ohsweken Speedway.

**Secondary Use Prohibited:** Any secondary use of any picture, audio description, videotape/film taken or made by the license/credential holder or entity that engaged the holder (including, but not limited to, non-editorial, advertising, sales promotion or merchandising) is prohibited.

**Real-Time Transmission Prohibited:** Real-time transmission of streaming video, digital images, real-time audio, including lap-by-lap and timing and scoring, of any race event is the exclusive right and property of Ohsweken Speedway and is otherwise prohibited without written consent of Ohsweken Speedway. "Real-time" is defined as a continuous lap-by-lap account or live, extended live/real-time timing and scoring, or detailed description, depiction, or expression of an event.

**Blogging Policy:** The license/credential holder may be granted the privilege to blog on or off-track events from Ohsweken Speedway. Said credential holder may blog during the race event(s), if such blog does not produce in any form a "real-time" description of the race event, as determined by the track in its sole discretion. The credential holder agrees that the decision of whether a blog is posting a real-time description shall be in the track's sole discretion.

**Highlights:** Videotaped, filmed, or audio highlights of Ohsweken Speedway race events, may be used only by news organizations for news purposes in the licensee's regularly scheduled television or radio news programs. Highlights shall not exceed one minute in length and shall be used for up to seventy-two (72) hours after completion of the applicable race event. The term "race event" shall mean any individual 24-hour period of racing, singly or part of a multi-day event.

**Copyrights, Proprietary Interests:** Copyrights, proprietary interests, and other incidents of ownership in and to the highlights remain the property of Ohsweken Speedway.

**Logos and Trademarks:** No logo, trademark, advertisement, or other graphic shall be superimposed, "burned-in" or otherwise incorporated in any highlights without prior written permission from Ohsweken Speedway.

**Use of Television Footage for Online Entities:** Under no circumstances may any highlights be broadcast or otherwise distributed on the Internet or via any other online service or computer service without the prior written consent of Ohsweken Speedway.

**Credential Holder Likeness:** If the name or likeness of any credential holder using this credential is in any broadcast, telecast, photograph, film, video, or other media about the track race events and other events, such credential holder grants Ohsweken Speedway a non-exclusive, transferable, perpetual right, and license to use such name and likeness in any media worldwide, whether now known or hereafter devised.

**Credentialing Criteria:** All decisions regarding the merit of license/credential requests lie exclusively with Ohsweken Speedway's Management Team.

**Termination of Rights:** The rights and privileges licensed to the holder shall automatically terminate if any term of this media license is breached.

**Display of Credential:** The credential holder shall display the credential at all times and consents to the reasonable inspection of his or her person and property during an event. The credential holder shall adhere to all event policies, as well as access limits, and direction from Ohsweken Speedway and its agents.

**Subject to Revision:** Ohsweken Speedway hereby reserves the right, at any time, and for any reason, to modify the terms hereof, grant exception(s) to, waive any term hereof, withdraw permission or amend this license, with notice.

**License Not Transferrable:** Neither this license nor the rights granted herein may be assigned or otherwise transferred in any manner without the prior written consent of Ohsweken Speedway.

PLEASE FILL OUT THIS FORM AND RETURN VIA EMAIL TO [clinton@ohswekenspeedway.com](mailto:clinton@ohswekenspeedway.com)  
or by MAIL TO CLINTON GEOFFREY 2011 CHIEFSWOOD RD. OHSWEKEN, ON N0A 1M0