



PHOTOGRAPHY-VIDEOGRAPHY POLICY

2024

This Photography-Videography Policy (“Policy”) outlines the terms and conditions for creating and using photo and video content from NTT INDYCAR® SERIES and INDY NXT™ by Firestone series events. INDYCAR reserves the right to revoke or amend this Policy at any time. The terms and conditions of this Policy are in addition to the terms and conditions of the accreditation agreement by which any person or organization receives a credential and in addition to the terms and conditions of other applicable agreements (each, “[Other Terms and Conditions](#)”). In the event of a conflict between the terms of this Policy (and any of the guidelines referenced in it) and such Other Terms and Conditions, the Other Terms and Conditions apply. All use of photo and video content from NTT INDYCAR SERIES and INDY NXT by Firestone series events requires a license from INDYCAR except as expressly permitted below for editorial purposes only.

NEWS ACCESS GUIDELINES (VIDEO)

The 2024 General News Access (Video) Guidelines (a separate document) provide guidelines for what accredited news media may broadcast.

NEWS ACCESS GUIDELINES (PHOTOGRAPHY)

Accredited news media may utilize photos of NTT INDYCAR SERIES and INDY NXT by Firestone series events only for editorial news reporting purposes and only in accordance with this Policy and the terms of their accreditation. Access to INDYCAR events and use of photos is conditioned upon the agreement that all uses deemed by INDYCAR to be inappropriate or non-editorial/commercial in nature must immediately cease upon notice from INDYCAR.

PARTICIPANT PHOTO AND VIDEO ACCESS AND USE GUIDELINES

INDYCAR-sanctioned series’ participants (teams, drivers, manufacturers, series partners and team partners) should refer to the below guidelines regarding the use of photos and videos of an NTT INDYCAR SERIES and INDY NXT by Firestone series race event.

All participants and approved third parties must adhere to these Guidelines; failure to adhere to the Guidelines could result in privileges being revoked.

Additional guidelines may be implemented throughout the course of the season.

Hiring a third-party photographer, videographer or production company to capture content

- Any third party hired by a participant needs a Photo/Video Agreement to be granted access to shoot at an NTT INDYCAR SERIES or INDY NXT by Firestone race event regardless of whether the content will be used for editorial or commercial purposes.
 - An agreement may be requested for the third party by an NTT INDYCAR SERIES and/or INDY NXT by Firestone series partner, team, driver or team partner. Requests should be sent to marketing@indycar.com.
 - A Certificate of Insurance (COI) may be required.
 - INDYCAR will review and if approved, a Photo/Video Agreement, which will detail access and usage rights, will be issued. The Photo/Video Agreement may also require a fee.
 - If you have questions regarding the above, please contact Arni Sribhen, INDYCAR Communications at asribhen@indycar.com.

- Approved third parties will receive credentials directly from INDYCAR. Participants hiring third parties SHOULD NOT credential third-party photographer/videographer/production company vendors from their INDYCAR credential allocations.
- At-track access is at the sole discretion of INDYCAR and subject to restrictions due to COVID-19 or other events. Over-the-wall access during on-track activity is prohibited unless approved by INDYCAR prior to the event.
- The Photo/Video Agreement governs access and rights granted, and the licensee of the Photo/Video Agreement, and any permitted sublicensees, must strictly comply with the terms of the Photo/Video Agreement. Without limitation, **under no circumstances will live streaming of any kind be allowed during on-track activity.**

Use of still photos from an NTT INDYCAR SERIES or INDY NXT by Firestone series event

- Photos for participants' editorial use can be found on the INDYCAR Content Site; no additional approval is required for use as long as the use is editorial and not commercial (e.g., advertising) in nature. Use of photos is conditioned upon the agreement that all uses deemed by INDYCAR to be inappropriate or non-editorial/commercial in nature must immediately cease upon notice from INDYCAR.
- Participants must properly obtain photos for commercial (e.g., traditional advertising, in-store promotion, paid social ads, etc.) use:
 - From INDYCAR; or
 - From an INDYCAR-licensed third party.
- In either instance, fill out this request form: [INDYCAR Photo License Request](#).
- Once the request is reviewed, and if approved by INDYCAR, fees may be assigned based on type of use, number of photos, distribution, etc. Additionally, fees for services rendered (e.g., photo pull) may apply. Additionally, creative must be submitted for INDYCAR review via the process outlined in the INDYCAR Brand Style Guide.
- A license agreement that outlines the rights granted will be required for INDYCAR-provided photos. Requests to use third-party photos require a license from the third party and consent from INDYCAR. Participants are responsible for all other rights clearances and required permissions as well and must indemnify INDYCAR for your failure to obtain any necessary licenses, clearances, and permissions.

NOTE: INDYCAR recommends that participants always complete an INDYCAR Photo License Request even if a third-party states that it has the right to allow use of the photo. Use of photos without proper licenses, consents, clearances, and permissions is at participant's own risk.

Use of video footage from an NTT INDYCAR SERIES or INDY NXT by Firestone series event

- Participants must properly obtain video footage for both editorial and commercial use:
 - From INDYCAR; or
 - From an INDYCAR-licensed third party.
- In either instance, fill out this request form: [INDYCAR Footage License Request](#).
- Once the request is reviewed, and if approved by INDYCAR, fees may be assigned based on type of use, length of footage, distribution, etc. Additionally, fees for services rendered (e.g., footage pull) may apply.
- A license agreement that outlines the rights granted will be required for INDYCAR-provided footage. Requests to use third-party footage require a license from the third party and consent from INDYCAR. Participants are responsible for all other rights clearances and required permissions as well and must indemnify INDYCAR for your failure to obtain any necessary licenses, clearances, and permissions.

NOTE: INDYCAR recommends that participants always complete an INDYCAR Footage License Request even if a third-party states that it has the right to allow the use the video footage. Use of footage without proper licenses, consents, clearances, and permissions is at participant's own risk.

Team/Driver Use of Race Weekend Highlights:

- As a limited exception to the above process, teams and drivers may use video highlights for editorial purposes only on their team and/or driver branded and controlled social media channels in accordance with the process outlined below. Use of highlights is conditioned upon the agreement that all uses deemed by INDYCAR to be inappropriate or non-editorial/commercial in nature must immediately cease upon notice from INDYCAR.
- Team/driver must properly obtain highlights footage:
 - Via the WSC platform or INDYCAR Content Site;
 - Through an in-car AiM camera;
 - By filling out an [INDYCAR Footage License Request](#); or
 - Through another approved INDYCAR process.
- Use of highlights footage during race weekends (inclusive of practice, qualifying and race sessions), is limited to the following: up to three (3) 1-minute highlights per car/driver combination (entry) per race weekend, outside of live exhibition windows, to be exhibited on the team's and/or driver's branded and controlled social media channels. No highlights may be used during live exhibition windows. AiM camera footage from practice, qualifying or any race can only be posted beginning two (2) hours following the checkered flag of the session or race.
- Teams and drivers may use properly obtained highlights (up to 1-minute each) beginning 24 hours following conclusion of the live exhibition of each race on team's and/or driver's branded and controlled social media channels.
- All highlights must include visible or audible elements (e.g., links, crawls, text, voiceovers) to drive viewers to the INDYCAR Network's live exhibition of the applicable events.

Additional Terms

- No party is permitted to use or sublicense the use of the photos or video for commercial purposes without a license and/or consent as outlined in this Policy.
- Editorial use of photos and video permitted by this Policy is conditioned upon the user's agreement that all uses deemed by INDYCAR to be inappropriate or non-editorial in nature must immediately cease upon request from INDYCAR. Inappropriate use, for example, would be using photos and/or video in any manner that negatively portrays INDYCAR, its officials, partners, promoters, or suppliers.
- No rights to use photos or video footage, including for editorial purposes, are granted other than as expressly set forth in this Policy (including the News Access Guidelines (Video) (separate document)). As a point of emphasis and without limitation: Each car/driver combination can post up to three video highlights of the race weekend of no more than 1 minute in length on the team and/or driver's branded and controlled social media handles outside of live exhibition windows. *No video footage can be posted through any media during any INDYCAR Network race or qualifications telecast in the United States. The telecasts begin when the INDYCAR Network goes on-air (including any pre-event show) and are not considered completed until the conclusion of a post-event show, if any.*
- You must provide appropriate video courtesy credit to the applicable INDYCAR Network on any content using highlights of the INDYCAR Network's coverage, with such credit being at least ten seconds in duration, superimposed on the highlight (e.g., Courtesy: INDYCAR/NBC Sports).
- You must provide appropriate photo courtesy credit to INDYCAR Photography or INDYCAR Photo for photos provided via Content.INDYCAR.com or other means via INDYCAR.

EVENT PROCESS AND CREDENTIALS

INDYCAR collaborates with each venue to establish specific guidelines for each event, and these additional event-specific guidelines will be communicated prior to each event weekend.

All credentialed photographers and videographers are required to attend the mandatory photo meetings as directed.

- A mandatory pre-season initial photo-video meeting will be held prior to the first race weekend for all credentialed photographers and videographers. Additionally, an initial event-specific photo-video meeting will be held virtually on the Wednesday before an NTT INDYCAR SERIES and INDY NXT by Firestone event to review policies and guidelines for the event weekend; INDYCAR may require all photographers and videographers to attend. Additional meetings may be held at race events and dates and times for those meetings will be posted in the media center.
- All photographers and videographers possessing a full season photo/video credential (i.e. hardcard) are required to attend the mandatory pre-season initial video conference to receive a photo/video vest. Photographers and videographers credentialed by event must attend the event specific meeting to receive a photo/video vest; failure to attend will disqualify you from photographing or filming the event.
- Photo/Video vests provide access to different areas in the venue. Requests are reviewed each weekend, and each day of the event, on a case-by-case basis. The below provides a general overview of the access granted by vest color:
 - **LIGHT BLUE:**
 - Assigned to NTT INDYCAR SERIES photographers and videographers allowed to shoot in paddock, pits, on track (photo holes) and over-the-wall*. Note: All NTT INDYCAR SERIES teams will be issued one (1) blue vest to be used by team-, driver- or sponsor-affiliated photographers/videographers
 - *Over-the-wall only allowed during practice sessions and oval qualifying sessions. No access is granted during street/road course qualifying or any race.
 - **RED:**
 - Assigned to NTT INDYCAR SERIES photographers and videographers allowed to shoot on track (photo holes) or other approved locations during NTT INDYCAR SERIES track activity. Allowed to shoot in paddock, pits, on track (photo holes), but NOT allowed over-the-wall.
 - **GREEN:**
 - Assigned to INDY NXT by Firestone photographers and videographers – allowed to shoot on track (photo holes) during INDY NXT by Firestone track activity. Provides access to the hot-side of pits at the discretion of INDYCAR officials. NO ACCESS to shooting NTT INDYCAR SERIES track activity, cars, drivers, etc. allowed.
 - **BLACK:**
 - Assigned to non-INDYCAR sanctioned support series photographers and videographers with track-issued credentials or support series credentials for use during those series sessions. NO ACCESS on track (photo holes) or other approved locations during NTT INDYCAR SERIES or INDY NXT track activity, including the pits.
 - **ORANGE:**
 - Assigned to CW photographers and videographers allowed to shoot in approved locations.

INDYCAR can revoke privileges and access at any time.

- All photographers and videographers must be appropriately credentialed by INDYCAR or the event promoter. Media, including photographers and videographers, capturing content solely for media/news outlets must have an INDYCAR Media Hard Card or single event credential issued by INDYCAR or the event promoter. Media

serving in a media/news capacity and also providing commercial videography and photography services at an event must have both an appropriate credential and the required INDYCAR Photo/Video Agreement and are not permitted to run a business under the auspices of a media credential.

If you have questions regarding event process and credential policy, please email asribhen@indycar.com.

You are solely responsible for, and shall comply with, all applicable laws including without limitation the Copyright Act of 1976, as amended, all rules and regulations of the United States Federal Communications Commissions and the United States Copyright Office, and all applicable rights of publicity and privacy laws. You may not use any content in a manner which denigrates INDYCAR, an INDYCAR Network, or any individual or company depicted in such content. You may not use any pre-2024 footage or photos without a current license agreement with INDYCAR.