Cricket Australia Terms and Conditions of Media Accreditation for Signatories to the Code of Practice for Sports News Reporting

Media Accreditation

Cricket Australia (***CA***) is a not-for-profit body with responsibility for the development of the game of cricket in Australia. CA has the exclusive right to determine the terms on which patrons and media are granted access to Venues during a Cricket Season.

These Terms and Conditions of Accreditation (the ***Terms***) set out the terms on which CA grants the applicant with accreditation for access to the Venues.

Nothing in this Agreement limits the rights of the applicant and his/her employer and/or principal pursuant to the *Copyright Act 1968* (Cth).

Notwithstanding any provisions of these Terms, CA reserves its right to take any action under the *Copyright Act 1968* (Cth) and these Terms do not in any way limit its ability to exercise those rights.

The parties are signatories to the Code of Practice for Sports News Reporting (the ***Code***). These Terms reflect the spirit and embody the principles of the Code.

For the avoidance of doubt, Clauses 3.1(b), 3.2(b), 3.3(b), 3.3(e) and 3.4 of these Terms shall apply only to Text, Data or Photographs transmitted from or taken by any person in a Venue or sourced by any person from within a Venue, or produced or generated by any person from within a Venue.

1. General Obligations

1.1 Conduct

The applicant and his/her employer and/or principal will:

(a) comply with any Terms and Conditions of Entry into the Venues as prescribed from time to time by CA, to the extent those terms of entry do not directly and materially conflict with the rights set out in these Terms;

(b) abide by all lawful and reasonable directions of CA while in the Venues, including but not limited to the times and areas of access to the Venues, and will not enter the field of play at the Venue whether before, during or after the conduct of a Match at the Venue without prior written approval of the CA Media Manager;

(c) at all times while within the Venues:

(i) wear such identifying badge, pass, vest and/or other accreditation device as may be provided by CA and ensure that such badge, pass, vest and/or other accreditation device is visible at all times;

(ii) not tamper with or obscure any items described in (c)(i) above and return such items to CA immediately upon request;

(d) not be prohibited from wearing standard-sized insignia on their clothing solely to identify them as employees or contractors of the employer and/or principal;

(e) not breach the intellectual property rights of any person involved in the staging of a Match;

(f) not at any time permit, encourage or allow any person under the age of eighteen (18) to enter into any media facility areas at the Venue without the prior written consent of CA;

(g) to conduct himself/herself/themselves in a manner that will not bring the Match and/or the game of cricket into disrepute; and

(h) conduct him/herself/themselves in a way that will not cause offence to, or otherwise inhibit the enjoyment of, other media, rights holders, players, teams or patrons at the Venue.

1.2 Indemnity, Risk and Access

(a) The applicant and his/her employer and/or principal agree to indemnify and hold harmless CA, the host State Association, and the host Venue and League Team and each of their employees, officers and agents against any loss, claim, expense or damage to CA and/or the host State Association and/or Venue and/or host League Team or any of their employees, officers and agents resulting from a breach of these Terms by the applicant (whether or not the applicant is acting within the scope of the applicant's employment or contract with the employer and/or principal) or his/her employer and/or principal or resulting from the revocation of accreditation by CA.

(b) The applicant and his/her employer and/or principal acknowledges that the applicant shall move in and around the Venue at his/her own risk.

(c) Access to the Venue will be refused to any person noticeably under the influence of alcohol, narcotics, stimulants or any behaviour-modifying substance, or to any person behaving or likely to behave violently, harmfully or in a manner contrary to public order. Furthermore, access will be refused to any person whose appearance or behaviour negatively affects the public standing of the Match or CA.

(d) The applicant and his/her employer and/or principal are strictly prohibited from using, possessing or holding promotional or commercial, political, religious or racist objects and materials, offering to sell, selling or possessing with intent to sell goods such as drinks, food, souvenirs, clothes, promotional and/or commercial items at any time in or at the Venue. All such items may be removed or temporarily confiscated by stewards and/or any other duly authorised persons.

1.3 Accreditation Not Transferable

The applicant and his/her employer and/or principal acknowledge that any accreditation granted to the applicant is personal to the applicant and granted to the applicant for the sole purpose of working at a Match and, without the prior consent of CA, which may be withheld in its absolute discretion, any rights in connection with accreditation may not be loaned, transferred or in any other way licensed or assigned to another person or entity for any purpose whatsoever.

1.4 Grant of Request

(a) Failure to abide by these Terms will result in the applicant and/or his/her employer's and/or principal's (and their respective employees' and agents') accreditation being revoked.

(b) CA has the right to grant or reject the request for accreditation in its absolute discretion. In exercising this discretion, CA may have regard to any matters including:

(i) safety and security concerns;

(ii) genuine issues of space;

(iii) the need to ensure representation across international, national and local Media Organisations;

(iv) the reach of the applicant's coverage, and for news agencies, the scale of client base.

(c) CA may impose such further terms and conditions on an applicant's accreditation in its absolute discretion. Once granted, CA may revoke the accreditation at any time in its absolute discretion without being liable to compensate the applicant or his/her employer and/or principal or any other person.

(d) All accreditation devices remain the property of CA. In the event of a breach of any of these Terms, accreditation devices shall, upon request by CA or by a person authorised by CA, be delivered immediately to CA (or to the duly authorised person).

1.5 Minimum Age Requirement

Unless the following requirement is otherwise permitted or waived by CA in its absolute discretion, the applicant and his/her employer and/or principal warrant and represent to CA that the applicant is or will be over the age of eighteen (18) prior to attending any Venue for the purposes of accreditation under these Terms and the applicant and his/her employer and/or principal agree that CA may revoke the accreditation at any time in its absolute discretion if the applicant is not over the age of eighteen (18) at the time of attending any Venue.

1.6 Anti-Corruption

The applicant and his/her employer and/or principal acknowledge that CA and the International Cricket Council (***ICC***) have policies and procedures in place to guard against conduct of a corrupt nature in relation to cricket. The applicant and his/her employer and/or principal agree that any information the applicant obtains by virtue of his/her accreditation will only be used for news reporting and will not be used by the applicant or his/her employer and/or principal for betting on the outcome of a Match or any element of a Match or to induce any other person to do the same.

1.7 Use of Attributes

The applicant and his/her employer and/or principal agree (to the extent permitted by applicable laws) that the Match is a public event and so agrees that incidental use may be made, free of charge, of the applicant's name, voice, image and likeness by means of incidental coverage of the day's play at a Venue by way of live or recorded Audio/Video display, broadcast or other transmission or recording, Photographs or any other current and/or future media technologies from within or at a Venue.

2. Video, Audio and Audiovisual Material

2.1 General

The following provisions apply in respect of any Video, other moving images and/or Audio relating to a Match played at a Venue during a Cricket Season. Any rights not specifically granted to the applicant are expressly reserved to CA.

2.2 Limitations on Use

Except as otherwise permitted by clause 2.3 below or permitted by the Copyright Act 1968, the applicant and his/her employer and/or principal are prohibited from:

(i) recording, broadcasting or transmitting or assisting any person to record, broadcast or transmit from within or at a Venue by any means whatsoever (including,

without limitation, radio, television, over the Internet or by way of mobile telephone or any other Mobile Device, modem or other form of technology or by way of any Wireless Service) any Video or other moving images and/or Audio (including or excluding commentary) of or relating to a Match, a Venue, attendees or any activity at any Match; and

(ii) selling, licensing, distributing or otherwise publishing, disseminating or reproducing for any purpose (commercial or otherwise), whether in whole or in part, any recordings of or relating to a Match, a Venue, attendees or any activity at any Match taken or made inside or at a Venue (including, without limitation, Video recordings, moving image recordings or Audio recordings).

2.3 Media Conferences

The applicant may record and/or transmit any Video, moving images and/or Audio from within or at the Venue solely of an official CA media conference and not of any other occurrence at the Venue, subject to the applicant and his/her employer and/or principal complying with all reasonable directions of CA representatives.

3. News Content

3.1 Text

(a) The applicant will be entitled to produce and, subject to clauses 3.4 and 3.5 below and paragraph (b) of this sub-clause, publish Text relating to a Match, the Venue, attendees or activities at the Venue.

(b) Subject in all cases to clauses 3.4 and 3.5 below, Text generated within the Venue may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient) for News Reporting provided that any Text (including, for the avoidance of doubt, Text transmitted from the Venue by any other employee or agent of the applicant's employer and/or principal) is not published or updated more than is reasonable to provide News Reporting, which, for the avoidance of doubt, does not include Text or Text updates, or Text and Data updates together, approximating live or continuous coverage for the duration or a substantial period of a Match.

3.2 Data

(a) The applicant will be entitled to capture, produce and, subject to clauses 3.4 and 3.5 below and paragraph (b) of this sub-clause, publish Data relating to a Match, the Venue, attendees or activities at the Venue.

(b) Subject in all cases to clauses 3.4 and 3.5 below, Data that is captured or produced within the Venue may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient) for News Reporting provided that any Data (including, for the avoidance of doubt, Data transmitted from the Venue by any other employee or agent of the applicant's employer and/or principal) is not published or updated more than is reasonable to provide News Reporting, which, for the avoidance of doubt, does not include Data or Data updates or, Data and Text updates together, approximating live or continuous coverage for the duration or a substantial period of a Match.

3.3 Photographs

(a) The applicant will be entitled to take and, subject to clauses 3.4 and 3.5 below and paragraphs (b) and (c) of this sub-clause, publish Photographs taken within the Venue.

(b) Subject in all cases to the provisions of this clause 3.3 and clauses 3.4 and 3.5 below and further subject to paragraph (c) of this sub-clause, Photographs taken within the Venue may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient) solely for News Reporting provided that any Photographs (including, for the avoidance of doubt, Photographs transmitted from the Venue by any other employee or agent of the applicant's employer and/or principal) are not published or updated:

(i) More than is reasonable to provide News Reporting, which, for the avoidance of doubt, does not include Photographs or Photograph updates approximating live or continuous coverage for the duration or a substantial period of a Match; or

(ii) To simulate Video of a Match or a part of a Match or anything that occurs within the Venue.

(c) The applicant and his/her employer and/or principal (if any) agree that there must be no use of Photographs for any Commercial Purpose and/or Use whatsoever without the prior written consent of CA (which may be withheld in its absolute discretion), including without limitation in or on:

- any calendar;
- packaging;
- collector cards;
- posters (other than those that form part of a newspaper or sports-related magazine of the same size and with print on the reverse and with no logos or designations of any third party other than CA or any sponsor of CA (as designated by CA);
- stickers;
- pop-up, stand-up or other cards;
- competitions;
- recordings;
- videos and films;
- advertisements, promotional and point-of-sale material (other than as permitted in the definition of Commercial Purpose and/or Use);
- games (including computer games);
- software, including applications for Mobile Devices (other than applications that are or will be genuinely and ordinarily used for the publication of News Content);
- clothing;
- memorabilia;

• avatars; or
• merchandise.

(d) Under no circumstance shall the applicant and/or his/her employer and/or principal be able to use (or cause or permit to be used by any third party) any Photographs in any book where such Photographs, as used, include (i) any trademarks, logos or other intellectual property of CA or (ii) an image of any participant in any match played within or at a Venue, unless all clearances and consents have first been obtained in writing from CA and/or such participants, as the case may be.

(e) Subject at all times to the provisions of this clause 3.3 and clauses 3.4 and 3.5, the applicant and/or his/her employer and/or principal is permitted to sell Photographs taken within or at a Venue to individual members of the public solely for their own non-commercial private purpose provided:

(i) the applicant and/or his/her employer and/or principal restricts the file size of digital Photographs to 2 megabytes and reproductions of Photographs to no larger than 16" x 20"; and

(ii) the applicant and/or his/her employer and/or principal hereby grants to CA, State/Territory Cricket Associations and the League Teams a non-exclusive, perpetual licence to use any Photograph taken within or at a Venue and published by the applicant and/or his/her employer and/or principal and/or third party licensee or recipient, for use in the non-commercial promotion of the game of cricket by CA and State/Territory Cricket Associations, and the League Teams (e.g. use in annual reports, policies, club membership initiatives, game development promotions and on official websites) on a royalty-free basis i.e., free of charge. Any use other than those described in the preceding sentence, is subject to obtaining the approval of the applicant and/or his/her employer and/or principal, which will not be unreasonably withheld; and

(iii) subject to subparagraph 3.3(e)(i), above, the applicant and/or his/her employer and/or principal agree to provide CA within a reasonable time after publication and via a mechanic to be agreed between the parties, each Photograph taken within or at a Venue by the applicant and published by the applicant and/or his/her employer and/or principal and/or third party licensee or recipient, in accordance with these Terms.

3.4 Archive

(a) The applicant and his/her employer and/or principal are prohibited from creating or developing or in any way exploiting a database or archive or any amount of Text or Data or Photographs taken or sourced at or within a Venue, or in any way exploiting such a database, for use or sale by the applicant or his/her employer and/or principal for any purpose other than solely for News Reporting purposes by the employer and/or principal of the applicant only, which purposes, for the avoidance of doubt, shall not include the provision of a statistical service (but may include basic statistics for the purposes of News Reporting) or any rich data, including by way of data feeds (xml, etc), live or near live scoring or any other feeds approximating live or continuous coverage for the duration or a substantial period of a Match.

(b) A Media Organisation whose primary business is the dissemination of news, or, whose primary business is the syndication of news and who, as part of its ordinary archiving practice, incorporates Text, Data or Photographs taken or sourced at or within a Venue into a syndicated news wire, may archive Text, Data or Photographs taken or sourced at or within a Venue (*the **Archived Material)*** provided that:

(i) access to and use of any Archived Material by the applicant and/or his/her employer and/or principal or any subscribers and/or customers of the applicant and/or his/her employer and/or principal are solely for News Reporting purposes in accordance with these Terms and the Code, and which, for the avoidance of doubt, shall not include access to or use of any Archived Material for any Commercial Purpose and/or Use, unless with CA's prior written consent; and

(ii) the applicant and/or his/her employer and/or principal may permit any subscribers and/or customers of the applicant and/or his/her employer and/or principal to archive any Archived Material provided that;

(A) the subscribers and/or customers are required to comply with these Terms and the Code; and

(B) the applicant and/or his/her employer and/or principal is responsible for enforcing this clause 3.4 with respect to its subscribers and customers as a matter of its standard business practices.

3.5 General

(a) For the avoidance of doubt, the applicant and/or his/her employer and/or principal (if any) shall not, without the prior written consent of CA, be permitted to (i) use, publish, disseminate or reproduce or sell, licence or distribute for use or publication by any third party any Photographs, Text or Data (in each case taken or sourced or transmitted from or produced or generated in or at a Venue) for any purpose including any Commercial Purpose and/or Use other than solely for News Reporting or (ii) transmit any dedicated live or near live ball-by-ball scoring or other service approximating live or continuous coverage for the duration or a substantial period of a Match using Data or Text or Photographs transmitted from the Venue, unless such Data, Text or Photographs are created, generated and sourced outside the relevant Venue.

(b) The right to publish Data, Text and Photographs under clause 3 is subject to the applicant and his/her employer and/or principal being prohibited in all circumstances from permitting the use whether itself or by third parties of Data, Text and Photographs in any manner that suggests an endorsement, approval or "sponsorship" of, or an affiliation with, Cricket Australia, official cricket activities, any Australian Team or any member of any Australian Team, any State or Territory Association or team, any League Teams or any member of any State or Territory or League Team, by any third party which, for the avoidance of doubt, shall include the use of any such Data, Text and Photograph in connection with, or in the same creative as, any third party, name brand or logo (e.g. promoting a Photograph as the "XYZ pic of the day" or by in any way including any corporate logo or other designation of any third party in close proximity to the Photograph that would in any manner suggest any association between that third party and the Photograph or subject of the Photograph).

(c) The applicant or his/her employer and/or principal will not knowingly licence or sell or supply any Data, Text or Photograph to any third party who intends to use the Data, Text or Photograph for a Commercial Purpose and/or Use. The applicant or his/her employer and/or principal is responsible for enforcing this clause with respect to third parties, and the applicant and his/her employer and/or principal, if they licence, sell or supply any Text, Data or Photograph to any third party, will ensure that the third party, and must require the third party to agree and comply with, the requirement to (i) not use that Data, Text or Photograph for a Commercial Purpose and/or Use, and (ii) to comply consistently with these Terms and the Code. The applicant and his/her employer and/or principal are responsible for enforcing this provision with respect to third parties.

(d) Notwithstanding anything else in these Terms, the sale or production or use of Photographs for advertising or promotional or merchandising purposes, including Photographs being used by a non-Media Organisation on a website or webpage or Mobile devices, in a publication or via some other medium for any purpose other than publishing of News Content on any technical platform including individual publications, webpages, digital platforms or print media where that platform or medium is not, or will not, be genuinely and ordinarily used for the publication of News Content, is strictly prohibited.

4. Definitions

Audio means and includes any sounds from within a Venue and any commentary or verbal description of a Match.

Commercial Purpose and/or Use means any commercial purpose and/or use and includes, but is not limited to:

(a) promotions or any promotional materials;

(b) advertising (including advertorials);

(c) merchandising purposes, including all the activities listed in Section 3.3(c), as well as animations, avatars and invitations;

(d) any use in any manner that suggests an endorsement by or sponsorship of CA, State Cricket Associations, official cricket activities, any Australian or State Team or any member of any Australian or State Team;

(e) any use in connection with any third party or in any manner promoting or being associated with any third party unless with the prior written approval of CA (which may be withheld in its absolute discretion);

(f) operating a statistics service (which does not include basic statistics for the purposes of News Reporting); and,

(g) Photographs being used by a non-Media Organisation on a website or webpage or Mobile Devices, in a publication or via any other medium on any technical platform including individual publications, webpages, digital platforms or print media for any purpose other than publishing of News Content including where that platform or medium is or will be genuinely and ordinarily used for the publication of News Content.

Publications using Text, Data or Photographs collected at, from or within a Venue for the purposes of News Reporting to promote that News Reporting is not a Commercial Purpose and/or Use and is permitted subject to (i) the rights of CA, State/Territory Cricket Associations, any Australian, State or League Team or any member of any Australian, State or League Team with respect to passing off and misleading and deceptive conduct.

Cricket Season means the period beginning 1 October 2012 and ending 31 March 2013.

Data means and includes all data, information and statistics of whatever nature relating to a Match, Venues, attendees and any activities at the Matches or Venues.

Internet means the global network of computer systems using TCP/IP protocols including without limitation the world wide web.

Match means a cricket match played (but not necessarily completed) under the control or auspices of CA during a Cricket Season and includes all matches forming part of the Vodafone Test Series, the Commonwealth Bank One Day International Series, the KFC Twenty20 international matches and KFC Twenty20 Big Bash League; all women's international and interstate cricket matches, the interstate four-day and one-day competitions, tour matches and any underage or other tournaments played under the control or auspices of CA.

Media Organisation means an organisation whose primary purpose is providing News Reporting by any

technical platform including individual publications, news websites, digital platforms, radio and television broadcasters, print media and news agencies. Such an organisation will usually:

- play a significant role in informing the mass public;
- accept the responsibilities and ethics of journalism;
- employ properly trained media personnel.

For the avoidance of doubt, in accordance with the Code, there are two classes of Media Organisation:

a) News Agencies: organisation whose primary business is the syndication of news, rather than its publication.
b) General Media: organisations whose primary business is the publication of news, rather than its syndication.

Mobile Devices means any device (whether now existing or hereafter invented) capable of receiving and/or displaying Text, Data, Photographs, Audio and/or Video by means of a Wireless Service including a tablet device.

News Content means content collected by a Media Organisation at a Venue that is not sold or produced or used for a Commercial Purpose and/or Use, namely:

- Text (such as factual articles, editorial opinion, blogs and tweets);
- Photographs (including in the form of photo galleries and iconic images);
- Data (in the form of scores, team lists and/or basic statistics);
- a combination of two or more of the above forms.

News Reporting means the reporting of News Content by a Media Organisation.

Photograph means any single still visual image and/or material or information capable of being converted into a still visual image relating to a Match, Venues, attendees and any activities at the Matches or Venues.

Text means all forms of written material relating to a Match, Venues, attendees and any activities at the Matches or Venues (other than Data) and includes descriptions of play.

League means the competition currently known as the KFC Big Bash League or as it may otherwise come to be known in the future.

League Teams means any team that plays in the competition currently known as the KFC Big Bash League or as it may otherwise come to be known in the future.

Venue means any cricket ground at which a Match is played.

Video means any moving visual image or any series (being at least two) and/or any collection of single still images and/or information image or frame made available to simulate a moving visual image.

Wireless Service means a service provided through any wireless technology (whether now known or subsequently developed, other than a radio or television broadcast transmitted through the broadcast service bands) which is or may be used with radio frequency spectrum in any band to enable or facilitate transmission of any textual material, data, voice, video, multimedia or other services and which includes (without limitation) wireless technology employed in General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM), Personal Communications Networks (PCN), i-mode, Code Division Multiple Access (CDMA), Time Division Multiple Access (TDMA), Tetra, Edge, Wireless Application Protocol (WAP), the Universal Mobile Telecommunications System (UMTS) and Digital Video Broadcasting to a Handheld (DVB-H) and similar technologies, services and products and their respective related or derivative systems (including any fixed line component of such systems) and services or any combination of them. For the avoidance of doubt, a wireless service may carry content from the Internet, but unlike the Internet or other computer network, it does not require access by a fixed line (e.g., wireless broadband). Accordingly, a wireless service will not refer to a service on the Internet or any other publicly accessible computer network which is for viewing by the public.

Cricket Australia
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Your completion and signing of this form confirms that you and your employer have read, understood, and agreed to abide by the Cricket Australia Terms and Conditions of Media Accreditation for Signatories to the Code of Practice for Sports News Reporting.

Applicant: **……..... (please print)**
[NAME]

……..……..
[SIGNATURE]

Email:……..

Mobile: _

Applicant's employer or company name: **……..**

Date: **____/____/____**

Please return the signed form to:

Cricket Australia via scanning your signed Terms and Conditions to:
accreditation@cricket.com.au

Or,

Attention: ACCREDITATION
60 Jolimont Street
JOLIMONT, Melbourne, Victoria
3002

Please note, your application will not be considered until the Terms and Conditions are signed and received by Cricket Australia.