Cricket Australia Terms and Conditions of Media Accreditation for Non-Signatories to the Code of Practice of 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.

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 and/or vest as may be provided by CA and ensure that such badge, pass and/or vest 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 and the host State Association and each of their employees, officers and agents against any loss, claim, expense or damage to CA and/or the host State Association 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, 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 may grant or reject the request for accreditation in its absolute discretion and may impose such further terms and conditions in its absolute discretion. Once granted, CA may revoke the accreditation at any time in its absolute discretion without providing reasons and without being liable to compensate the applicant or his/her employer and/or principal or any other person.

(c) 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 bona fide 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. Specific Obligations

The following provisions apply in respect of different types of content relating to a Match played at a Venue during a Cricket Season. These provisions list what the applicant and his/her employer and/or principal may do with content that is recorded or produced within or at a Venue. Any rights not specifically granted to the applicant are expressly reserved to CA. These provisions are subject to the applicant's request for accreditation in relation to each type of content being granted by CA.

Except as specifically permitted in accordance with the terms of clauses 2.1, 2.2 and 2.3 below, the applicant and his/her employer and/or principal are prohibited from:

(a) 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, Photographs, sounds (including commentary), Data, Text (including results, scores or commentary of or concerning any of the Matches, or the venue, attendees or any activity at any Match) without the prior written consent of CA (which may be withheld in its absolute discretion);

(b) selling, licensing, distributing or otherwise publishing, disseminating or reproducing for any purpose (commercial or otherwise), whether in whole or in part, any recordings relating to a Match, a Venue, attendees or any activity at any Match taken or made inside or at a Venue (including, without limitation, Photographs, Video recordings or sound recordings) without the prior written consent of CA (which may be withheld in its absolute discretion), and

(c) 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 for use or sale by the applicant or his/her employer and/or principal or any other person for any purpose other than for bona fide news editorial reporting purposes by the employer and/or principal of the applicant only, which bona fide purposes, for the avoidance of doubt, shall not include (i) the right to publish or permit the publication on the Internet or any Mobile Device of any live or near live scoring or any rich data, including by way of data feeds (xml, etc) either transmitted or directly sourced by any person within or at a Venue, or (ii) the right to sell, commercialise or syndicate any Text or Data or Photographs for any printed newspaper, sports-related magazine, Wireless Service or Internet website other than the specific printed newspaper, sports-related magazine or Website (subject to clauses 2.1(b)(ii), 2.2(b)(ii) and 2.3(b)(ii)) owned by the employer and/or principal of the applicant for which accreditation has been specifically granted.

For the avoidance of doubt ball-by-ball and over-by-over updates produced or sourced in any part or manner within or at a Venue for transmission via the radio, the Internet or via any form of Mobile Device (including mobile telephones) or other related devices or by way of any Wireless Service from within the Venue are strictly prohibited. CA may in its sole discretion revoke the accreditation of the applicant and/or his/her employer and/or principal offering and/or undertaking the same

2.1 Text

(a) The applicant will be entitled to produce and, subject to clause 2(c) above and paragraph (b) of this sub-clause, publish Text relating to a Match, the Venue, attendees or activities at the Venue. Text may include, but must not solely comprise, team and/or individual scores and statistics.

(b) Subject in all cases to clause 2(c) above:

(i) Text generated within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed newspapers or sports-related magazines; and

(ii) Text may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient) on a Website provided that such Website is not updated with 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) more than ten (10) times per hour during play on any one day of any Match.

(c) For the avoidance of doubt, the transmission of Text from within the Venue either directly to, or to an outside agency for the purpose of retransmission to or display on, Mobile Devices is expressly prohibited (including by way of transmission to any Mobile Device through a "push" service). This does not restrict the transmission of Text to Websites that are accessible by Mobile Devices solely as a result of being available on the internet (including m-sites, provided the m-site is not developed solely for delivery of cricket on Mobile Devices). Transmission of SMS direct to Mobile Devices promoting the applicant and his/her employer/principal's coverage of the day's play is acceptable, provided the SMS does not feature any Text, Data, Photography, Audio or Video sourced from within the Venue.

2.2 Data

(a) The applicant will be entitled to capture, produce and, subject to clause 2(c) above 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 clause 2(c) above:

(i) Data that is captured or produced within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed newspapers or sports-related magazines; and

(ii) Data may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient) on a Website provided that such Website is not updated with 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) more than ten (10) times per hour during play on any one day of any Match.

(c) For the avoidance of doubt, the transmission of Data from within the Venue either directly to, or to an outside agency for the purpose of retransmission to or display on, Mobile Devices is expressly prohibited (including by way of transmission to any Mobile Device through a "push" service). This does not restrict the transmission of Data to Websites that are accessible by Mobile Devices solely as a result of being available on the internet (including m-sites, provided the m-site is not developed solely for delivery of cricket on Mobile Devices).

Transmission of SMS direct to Mobile Devices promoting the applicant and his/her employer/principal's coverage of the day's play is acceptable, provided the SMS does not feature any Text, Data, Photography, Audio or Video sourced from within the Venue.

(d) Notwithstanding clause 2.1(b) and 2.2(b) above, the applicant and his/her employer/principal agree that in no circumstances shall any Website be updated with any team and/or individual scores or other statistics from any source more than ten (10) times per hour during play on any one day of any Match.

(e) For the avoidance of doubt, the applicant and his/her employer/principal is prohibited from transmitting any dedicated live or near live ball-by-ball or over-by-over scoring service for Matches using Data or Text transmitted from the Venue.

2.3 Photographs

(a) The applicant will be entitled to take and, subject to clause 2(c) above and paragraph (b) of this sub-clause, publish Photographs taken within the Venue.

(b) Subject in all cases to clause 2(c) above 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):

(i) in printed newspapers, sports-related magazines or other magazines with the prior written approval of CA; and/or

(ii) on a Website provided that such Website is not updated with 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) more than ten (10) times per hour (with a reasonable number of photographs displayed at any one time, but in

no circumstances more than thirty (30)) during play on any one day of any Match.

(c) The right to publish Photographs under paragraph (b) of this sub-clause is subject to the applicant and his/her employer and/or principal being prohibited in all circumstances from permitting the use of Photographs in any manner that suggests an endorsement or "sponsorship" of Cricket Australia, official cricket activities, any Australian Team or any member of any Australian Team by any third party which, for the avoidance of doubt, shall include the use of any Photograph in connection with, or in the same creative as, any third party, name brand or logo (e.g. promoting the 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).

(d) For the avoidance of doubt, the transmission of Photographs from within the Venue either directly to, or to an outside agency for the purpose of retransmission to or display on, Mobile Devices is expressly prohibited (including by way of transmission to any Mobile Device through a "push" service). This does not restrict the transmission of Photographs to Websites that are accessible by Mobile Devices solely as a result of being available on the internet (including m-sites, provided the m-site is not developed solely for delivery of cricket on Mobile Devices). Transmission of SMS direct to Mobile Devices promoting the applicant and his/her employer/principal's coverage of the day's play is acceptable, provided the SMS does not feature any Text, Data, Photography, Audio or Video sourced from within the Venue.

(e) The applicant and his/her employer and/or principal (if any) agree that the Photographs must not be used in any commercial activity 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 with the prior written approval of CA, those that form part of a newspaper or sports-related magazine of the same size and with print on the reverse and that include the corporate logos of CA and any major sponsor of CA (as designated by CA) and no other logos or designations of any third party or other memorabilia);
- stickers;
- pop-up, stand-up or other cards;
- competitions;
- recordings;
- videos and films;
- advertisements, promotional and point-of-sale material;
- games (including computer games);
- software;
- avatars;
- merchandise; or
- on Websites (other than provided under the terms of the accreditation).

(f) 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 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.

(g) The applicant and/or his/her employer and/or principal will not knowingly sell or supply any Photographs to any third party who intends to use any Photograph for a Commercial Purpose or Commercial Use and the applicant and/or his/her employer and/or principal will procure the prior written agreement of any third party to whom the applicant and/or his/her employer and/or principal licence, sell or supply any Photograph not to use any Photograph for a Commercial Purpose or a Commercial Use.

2.4 General

For the avoidance of doubt, the applicant and/or his/her employer and/or principal (if any) shall not be permitted to (i) sell or distribute copies of Photographs to members of the public on any condition without the express written consent of CA (which may be withheld in its absolute discretion) or (ii) 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) other than solely for bona fide editorial use or purpose solely by bona fide media organisations in bona fide newspapers or sports-related magazines or on official on-line website versions of such printed newspaper or sports-related magazine, or any other Cricket Australia approved Website (subject to clauses 2.1(b)(ii), 2.2(b)(ii) and 2.3(b)(ii)), provided, in the case of websites, those websites must not be updated with any Photographs, Text or Data sourced from within or at a Venue more than 10 times per hour in any one day of any Match. The applicant and his/her employer and/or principal will not use or publish, or else licence, sell or supply to 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) to anyone for any Commercial Purpose or Commercial Use.

2.5 Audio

The applicant agrees not to record and/or transmit any Audio from within or at the Venue other than solely recording and/or transmitting an official CA media conference without the express prior written consent of CA. For the avoidance of doubt, the streaming or other transmission of Audio provided live or near live updates or match commentary (i.e. ball by ball coverage) is prohibited.

2.6 Video / footage

The applicant agrees not to record and/or transmit any Video from within the Venue other than solely recording and/or transmitting an official CA media conference,

without the express prior written consent of CA (which may be withheld in its absolute discretion).

3. Definitions

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

Commercial Purposes includes, but is not limited to:

(a) promotions or any promotional materials (other than the promotion of editorial coverage of cricket matches and/or series in newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such coverage as long as such point-of-sale promotional materials are not sold or distributed to members of the public and provided always that such promotional activity shall not be conducted through Mobile Devices);

(b) advertising (including advertorials); or

(c) merchandising purposes, including all the activities listed in Section 2.3(e), as well as animations, avatars and invitations; or

(d) subject to these Terms, any use that generates financial value to the person or organization using the Text, Data and/or Photographs solely as a result of such use, except as otherwise approved by CA in writing;

(e) any use that 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; or

(f) 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),

each of which shall be defined as ***Commercial Use***.

Cricket Season means the period beginning 1 October 2013 and ending 31 March 2014.

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 in 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.

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.

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.

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.

Website means an official on-line website version of a printed newspaper or sport-related magazine or any other CA-approved website, in each case forming part of the world wide web and/or Internet with a unique URL/domain displaying Text, Data and Photographs for editorial use only (as described in clause 2.4) and not for any Commercial Purpose or Commercial Use.

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
Terms and Conditions of Media Accreditation for Non-Signatories to the Code of Practice of Sports News Reporting

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 Non-Signatories to the Code of Practice of Sports News Reporting.

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

……..…….
[SIGNATURE]

Date: ____/____/____

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

Employer/Company authorised signatory: **……..... (please print)**
[NAME]

……..…….
[SIGNATURE]

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.