



2018-19 Accreditation Terms and Conditions

Please note:

The Part A – General Terms apply to all applicants (excluding signatories to the Code of Practice of Sports News Reporting).

The Part B – Code Terms apply to representatives of signatories to the Code of Practice of Sports News Reporting (see page 8). The signatories are as follows:

1. Agence France-Presse (AFP)
2. APN News & Media
3. Associated Press
4. Australian Assoc. Press
5. Fairfax Media (SMH, Age, Fin Review, Brisbane Times)
6. Getty Images
7. News International (Sun, Sunday Times, The Times, News of the World)
8. News Corp (The Australian, The Daily Telegraph, The Courier Mail, Herald Sun, The Advertiser, The Mercury, Townsville Bulletin, NT News, Daily Mercury, The Observer, The Morning Bulletin, Fraser Coast Chronicle, News-Mail, Gympie Times, Sunshine Coast Daily, Queensland Times, The Chronicle, Warwick Daily News, Northern Star, Daily Examiner)
9. Perform
10. The Daily Mail
11. The Daily Telegraph
12. The Guardian
13. The Independent
14. The Independent on Sunday
15. The Observer
16. The Sunday Telegraph
17. WA Newspapers Limited (The West Australian and The Sunday Times)
18. Thomson Reuters (i.e. English Regionals)



2018-19 Accreditation Terms and Conditions

PART A – General Terms

Accreditation – Venue Access

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 access is granted to the Venues.

These Cricket Australia Accreditation Terms and Conditions (**Terms**) set out the terms on which CA grants the Applicant with accreditation for access to a Venue. These Terms apply to all Venue accreditation other than applicants for Media Accreditation for signatories to the *Code of Practice of Sports News Reporting* (for whom separate terms apply).

Nothing in these Terms limits the rights of the Applicant under the *Copyright Act 1968* (Cth) and CA reserves its right to take any action under the *Copyright Act 1968* (Cth).

1. General Obligations

1.1 Conduct

The Applicant will:

(a) comply with, and agrees to, these Terms, the Ticket and Entry Conditions (available at cricket.com.au/tickets) and any other conditions of entry applicable to 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 directions from a CA Authorised Person while in the Venue, including but not limited to the times and areas of access to the Venue, 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 a CA Authorised Person;

(c) at all times while within the Venue:

(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) if a holder of Media Accreditation, not be prohibited from wearing standard-sized insignia on their clothing solely for identification;

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

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

1.2 Indemnity, Risk and Access

(a) The Applicant agrees to indemnify and hold harmless CA, the State/Territory Associations, the host Venue, the League Teams and each of their employees, contractors, officers and agents against any loss, claim, expense or damage to CA, the State/Territory Associations, the host Venue, the League Teams or any of their employees, contractors officers and agents resulting from a breach of these Terms by the Applicant (whether or not the Applicant is acting within the scope of any employment or contract) or resulting from the revocation of accreditation by CA.

(b) The Applicant acknowledges and agrees that the Applicant shall move in and around the Venue at his/her/their own risk.

(c) Access to the Venue will be refused and/or accreditation will be revoked if the Applicant, in the opinion of CA, is noticeably under the influence of alcohol, narcotics, stimulants or any behaviour-modifying substance, is behaving or is likely to behave violently, harmfully or in a manner contrary to public order, or if the Applicant's appearance or behaviour negatively affects the public standing of the Match or CA.

(d) The Applicant is 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 acknowledges and agrees that any rights in connection with the accreditation granted to the Applicant cannot, without the prior consent of CA, be loaned, transferred, licensed or in any other way assigned to another person or entity for any purpose whatsoever.

1.4 Grant of Request

(a) Failure to abide by these Terms and/or any request by a CA Authorised Person will result in the Applicant's 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 as it determines are necessary in its absolute discretion (including during a Match). 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 any other person.

(c) All accreditation devices (including passes, badges and vests) remain the property of CA. In the event of a breach of any of these Terms, accreditation devices shall, on request by a CA Authorised Person, be returned immediately to CA.

1.5 Minimum Age Requirement

Unless the following requirement is otherwise permitted or waived by CA in its absolute discretion, the Applicant warrants and represents to CA that the Applicant is or will be over the age of eighteen (18) prior to attending any Venue under these Terms and the Applicant agrees 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 acknowledges 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.

In respect of all accreditation, the Applicant:

(a) agrees that any information the Applicant obtains by virtue of his/her/their accreditation will only be used for bona fide news editorial reporting and will not be used by the Applicant for betting on the outcome of a Match or any element of a Match or to induce any other person to do the same; and

(b) consents to CA disclosing the Personal Information (as defined in the *Privacy Act 1988* (Cth)) of the Applicant to third parties (including sports betting providers) for the purpose of monitoring compliance with their obligations under these Terms or for any other purpose permitted by law.

1.7 Use of Attributes

The Applicant agrees that use may be made by CA, the State/Territory Associations, the League Teams and CA's commercial partners (including the ICC and any official sponsor, official supplier, broadcaster or licensee) without compensation to the Applicant of any kind, of the Applicant's name, voice, image

and/or likeness (including but not limited to video, audio and audio-visual recordings):

(a) at the Venue (including on vision screens throughout the Match); and/or

(b) commercially, throughout the world and in perpetuity, by any means.

1.8 Collection Statement and Privacy Policy

The Applicant agrees to the terms of the Cricket Australia Collection Statement (at cricket.com.au/collection-statement) and Privacy Policy (at cricket.com.au/privacy).

1.9 Additional directions and policies

CA may issue further directions, conditions and policies relating to accreditation and Venue access (which may apply to specific applicants), and the Applicant must comply with any such specific directions, conditions and policies which will be incorporated into these Terms.

1.10 Amendment

CA may make amendments to these Terms from time to time at its sole discretion and without notice.

2. Specific Obligations for Media Accreditation Only

The following provisions of the Terms apply in respect of Media Accreditation only and deal with different types of content relating to a Match played at a Venue. These provisions list what the Applicant 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 is 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 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

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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 any other person for any purpose other than for bona fide news editorial reporting purposes 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 Applicant for which Media 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.

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) more than 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’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) more than 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’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.

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

(e) For the avoidance of doubt, the Applicant is prohibited from transmitting any dedicated live or near live ball-by-ball or over-by-over scoring service, or other statistics 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 10 times per hour (with a reasonable number of photographs displayed at any one time, but in no circumstances more than 30 photographs) 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 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/their 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 agrees that the Photographs must not be used for any Commercial Purpose whatsoever without the prior written consent of CA (which may be withheld in its absolute discretion).

(g) The Applicant will not knowingly sell or supply any Photographs to any third party who intends to use any Photograph for a Commercial Purpose and will procure the prior written agreement of any third party to whom the Applicant licences, sells or supplies any Photograph not to use any Photograph for a Commercial Purpose.

2.4 General

For the avoidance of doubt, the Applicant 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 CA 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 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.

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

Applicant means the applicant for accreditation under these Terms, and includes, without limitation, the Applicant, his/her/their employer and/or any principal.

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

CA Authorised Person means any of CA and its respective management, staff, officials, representatives, officers and volunteers.

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, without limitation, the following:

- calendars;
- animations, avatars and invitations;
- books (including autobiographies);
- 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),

(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/Territory Cricket Associations, the League, official cricket activities, any Australian, State or League Team or any member of any Australian, State/Territory or League 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).

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.

League means the competitions currently known as the KFC Big Bash League and the Rebel Women's Big Bash League, or as they may otherwise come to be known in the future.

League Teams means any team that participates in the League.

Match means a cricket match played (but not necessarily completed) under the control or auspices of CA.

Media Accreditation means the accreditation granted to any Applicant by CA for the purposes of sports news reporting but not accreditation granted under the *Code of Practice of Sports News Reporting*.

Mobile Devices means any portable or wearable device (whether now existing or hereafter invented) capable of being used while in motion and 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 and includes any area or facility at or around such cricket ground where access is controlled by CA.

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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.



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PART B – 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.

Nothing in these Terms limits the rights of the Applicant and his/her/their employer and/or principal (separately and together, the **Applicant**) pursuant to the *Copyright Act 1968* (Cth).

These Terms set out the terms on which CA grants the Applicant with accreditation for access to the Venues.

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

1.2 Conduct

The Applicant will:

(a) comply with any Ticket and Entry Conditions 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 himself/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 agrees to indemnify and hold harmless CA, the State/Territory Cricket Associations, and the host Venue and the League Teams and each of their employees, contractors, officers and agents against any loss, claim, expense or damage to CA and/or the State/Territory Cricket Associations and/or host Venue and/or League Team or any of their employees, contractors, 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/their employer and/or principal or resulting from the revocation of accreditation by CA.

(b) The Applicant acknowledges and agrees that the Applicant shall move in and around the Venue at his/her/their 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.

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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 is 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 acknowledges 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 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; and
- (iv) the reach of the Applicant's coverage, and for news agencies, the scale of client base.

(c) CA may amend these Terms or impose 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 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 warrants and represents 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 agrees 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 acknowledges 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. In respect of all accreditation, the Applicant:

(a) agrees that any information the Applicant obtains by virtue of his/her/their accreditation will only be used for News Reporting and will not be used by the Applicant for betting on the outcome of a Match or any element of a Match or to induce any other person to do the same; and

(b) consents to CA disclosing details of the Applicant to CA monitoring agencies and/or sports betting or wagering providers for the purpose of monitoring compliance with their obligations under this clause 1.6.

1.7 Use of Attributes

The Applicant agrees (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.

1.8 Collection Statement and Privacy Policy

The Applicant agrees to the terms of the Cricket Australia collection statement (at cricket.com.au/collection-statement) and Privacy Policy (at cricket.com.au/privacy).

2. Video, Audio and Audio-visual Material

2.1 General

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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* (Cth), the Applicant is 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 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 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 only provided that any Text (including, for the avoidance of doubt, Text transmitted from the Venue by any other employee or agent of the Applicant) is not published or updated more than is reasonable to provide News Reporting only, which, for the avoidance of doubt, does not include Text or Text updates, or Text and Data updates together to approximate 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 only provided that any Data (including, for the avoidance of doubt, Data transmitted from the Venue by any other employee or agent of the Applicant) is not published or updated more than is reasonable to provide News Reporting only, 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) are not published or updated:

(i) more than is reasonable to provide News Reporting only, 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 agrees 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, it being agreed that News Reporting is not a Commercial Purpose and/or Use), including without limitation in or on:

- any calendar;
- packaging;
- collector cards;

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- 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;
- 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) Except as otherwise permitted by law, under no circumstance shall the Applicant be able to use (or cause or permit to be used by any third party) any Photographs in any book or other form of commercial publication (other than in respect of News Reporting) 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 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 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/their employer and/or principal hereby grants to CA, State/Territory Cricket Associations and the Australian, State or League Teams a non-exclusive, worldwide, royalty-free, perpetual licence to use any Photograph taken within or at a Venue and published by the Applicant 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 Australian, State or 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, which will not be unreasonably withheld; and

(iii) subject to subparagraph 3.3(e)(i), above, the Applicant agrees 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 third party licensee or recipient, in accordance with these Terms.

3.4 Archive

(a) The Applicant is 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 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 or any subscribers and/or customers of the Applicant 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 may permit any subscribers and/or customers of the Applicant 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 is responsible for enforcing this clause 3.4 with respect to its subscribers and customers as a matter of its standard business practices.

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3.5 General

(a) For the avoidance of doubt, the Applicant 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 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/Territory Cricket 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 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 is responsible for enforcing this clause with respect to third parties, and the Applicant, if they licence, sell or supply any Text, Data or Photograph to any third party, will ensure that the third party agrees to and does 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.

(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/Territory Cricket Associations, the League, League Teams, 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/Territory or League Team or any member of any Australian, State/Territory or League Team including with respect to passing off and misleading and deceptive conduct.

Cricket Season means the period beginning 1 September 2018 and ending 31 August 2019.

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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.

League means the competitions currently known as the KFC Big Bash League and the Rebel Women's Big Bash League, or as they may otherwise come to be known in the future.

League Teams means any team that plays in the competitions currently known as the KFC Big Bash League and the Rebel Women's Big Bash League, or as they may otherwise come to be known in the future.

Match means a cricket match played (but not necessarily completed) under the control or auspices of CA during a Cricket Season in Australia.

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 portable or wearable device (whether now existing or hereafter invented) capable of being used while in motion and 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.

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.