



## CRICKET AUSTRALIA

### TERMS AND CONDITIONS FOR 2005-06 SEASON 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 the 2005-06 season. These Terms and Conditions set out the terms on which CA grants the applicant with accreditation for access to the Venues.

#### 1. GENERAL OBLIGATIONS

##### 1.1 Conduct

The applicant will:

- (a) comply with any terms 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 and Conditions;
- (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;
- (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 or otherwise at the conclusion of the 2005-06 season;
- (d) not prejudice or breach the intellectual property rights of any person involved in the staging of a Match; and
- (e) conduct him/herself in a way that will not cause offence to, or otherwise inhibit the enjoyment of, other media or patrons at the Venue.

##### 1.2 Indemnity

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

##### 1.3 Accreditation Not Transferable

The applicant and his/her employer 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**

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.

#### **1.5 Anti-Corruption**

The applicant and his/her employer 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 agrees that any information he/she obtains by virtue of his/her accreditation will only be used for bona fide news reporting and will not be used by him/her for betting on the outcome of a Match or any element of a Match or to induce any other person to do the same.

### **2. SPECIFIC OBLIGATIONS**

The following provisions apply in respect of different types of content relating to a Match played at a Venue during the 2005-06 season. These provisions are intended to provide guidance about what the applicant and his/her employer may do with content that is recorded or produced within 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.

#### **2.1 Text**

- (a) The applicant will be entitled to produce and, subject to paragraph (b) of this sub-clause, publish Text relating to a Match. Text may include, but must not solely comprise, team and/or individual scores and statistics.
- (b) Text generated within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed media. Text may also be transmitted from the Venue to an outside agency for publication 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, agent of independent contractor of the applicant's employer) more than 12 times in any one day.
- (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.

#### **2.2 Data**

- (a) The applicant will be entitled to capture, produce and, subject to paragraph (b) of this sub-clause, publish Data relating to a Match.
- (b) 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 media. Data may also be transmitted from the Venue to an outside agency for publication 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, agent of independent contractor of the applicant's employer) more than 12 times in any one day.
- (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.

## 2.3 Photographs

- (a) The applicant will be entitled to take and, subject to paragraph (b) of this sub-clause, publish Photographs taken within the Venue.
- (b) 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:
  - (i) in printed media; 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, agent of independent contractor of the applicant's employer) more than 12 times in any one day.
- (c) The right to publish Photographs under paragraph (b) of this sub-clause is subject to applicant and his employer agreeing not to permit the "sponsorship" of Photographs (e.g. promoting the Photograph as the "XYZ pic of the day").
- (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.
- (e) The applicant and his/her employer (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 those which form part of a newspaper or sports-related magazine of the same size and with print on the reverse) or other memorabilia;
  - stickers;
  - pop-up, stand-up or other cards;
  - competitions (unless at least three players from the same team are featured on an "equal exposure" basis and the competition is not associated with or promoted by any third party);
  - recordings (except for library/database storage);
  - videos and films;
  - advertisements, promotional and point-of-sale material (except to promote the sale of newspapers or sports-related magazines);
  - games (including computer games);
  - software; or
  - on Websites (other than provided under the terms of the accreditation).
- (f) CA agrees to permit the applicant and/or his/her employer (if any) to sell copies of Photographs to members of the public on the condition that they undertake not to use the Photograph for any commercial purpose whatsoever, including but not limited to the uses set out in paragraph (d) of this sub-clause.

## 2.4 Audio

The applicant agrees not to record and/or transmit any Audio from within the Venue other than solely recording and/or transmitting an official CA press conference without the express prior written consent of CA.

## 2.5 Video

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 press conference, without the express prior written consent of CA. This clause is not intended to limit the applicant's rights under the Copyright Act.

## 3. DEFINITIONS

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

**"Data"** means and includes all data, information and statistics of whatever nature relating to a Match.

**"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 auspices of CA in the 2004/05 season and includes all matches forming part of the 3-Mobile Test Series, the VB Series, the Chappell-Hadlee Series, the Pura Cup and the ING Cup.

**"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.

**"Text"** means all forms of written material relating to a Match (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 series (being at least two) of single still images and/or information capable of being converted into a moving visual image or a series of single still images.

**"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.

**"Wireless Service"** means 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 during the Term 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) and the Universal Mobile Telecommunications System (UMTS) and their 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. 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.