

2009 Media Accreditation

AUSTRALIAN FOOTBALL LEAGUE

Australian Football League owns copyright in audio visual and audio broadcasts of AFL matches. Sales of AFL rights for broadcast as entertainment are the AFL's major source of revenue, and are vital for the on-going development of the sport.

The AFL respects and supports the right of the public to be informed of news; including news coverage of AFL Matches and events. The AFL also supports the principle of 'fair dealing' under the law of copyright and editorial freedom in news coverage. However, access to material for legitimate news reporting as envisaged under the existing framework must not be confused with an entertainment offering in the form of short clips or commercial extracts.

The AFL has prepared the following terms and conditions of media accreditation with a view to translating what is generally accepted to be fair dealing in a linear context, in a proportionate and consistent manner, into the digital media environment.

Please review the attached terms and conditions of accreditation for the 2009 AFL season and sign and return to the AFL, enclosing the signed form, together with any staff materials (eg. jpeg photograph, contact details etc.) not already provided to the AFL for the 2009 AFL season, to Patrick Keane at the AFL – 140 Harbour Esplanade, Docklands, Victoria 3008; (03) 9643 1925).

Terms and Conditions of 2009 Media Accreditation

These Terms and Conditions of Accreditation (**Terms**) set out the terms upon which AFL grants the applicant and/or his/her employer (**Applicant**) accreditation for access to the Venues.

Nothing in these Terms limits the rights of the Applicant pursuant to the *Copyright Act 1968* (Cth). Notwithstanding any provisions of these Terms, AFL 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 will:

- (a) comply with any terms of entry into the Venues as prescribed from time to time by AFL;
- (b) abide by all lawful and reasonable directions of AFL 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 wear such identifying badge, pass and/or vest as may be provided by AFL and ensure that such badge, pass and/or vest is visible at all times; and
- (d) conduct himself/herself in a manner that will not cause offence to, or otherwise inhibit the enjoyment of other media, rights holders, players, teams or patrons at the Venues.

1.2. Indemnity

The Applicant agrees to indemnify and hold harmless AFL and each of its employees, officers and agents against any loss, claim, expense or damage to AFL or any of its employees, officers and agents resulting from the breach of these Terms by the Applicant (whether or not the Applicant is acting within the scope of the Applicant's employment with the employer).

1.3. Accreditation Not Transferable

The Applicant acknowledges that any accreditation granted to the Applicant is personal to the Applicant and may not be licensed or assigned to another person or entity for any purpose.

1.4. Anti-Corruption

The Applicant acknowledges that the AFL has policies and procedures in place to maintain the integrity of competitions played under the auspices of the AFL (**AFL Competitions**), including protection from conduct of a corrupt nature in relation to AFL Competitions. Accordingly, the Applicant agrees 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 or disclosed by the Applicant in connection with any betting (by the Applicant or other person) on a contingency related to an AFL Competition.

1.5. Compliance with Terms

Failure to abide by these Terms may result in the Applicant's accreditation being revoked (and that of its employees and agents). AFL also reserves the right to revoke accreditation at any time in its absolute discretion.

2. Specific Obligations

The following provisions outline what the Applicant is permitted to do with content that is generated, captured, recorded or produced within a Venue by the Applicant on the day of a Match played during the 2009 AFL season. Any rights not specifically granted to the Applicant are expressly reserved to AFL.

2.1. Text and Data

- (a) Subject at all times to clauses 2.4 and 2.5, Text and/or Data, captured, generated or produced by the Applicant within a Venue may be transmitted at any time for the purpose of bona fide news editorial reporting by the Applicant or by a third party under an arrangement:
 - (i) in printed newspapers or sports related magazines; and/or
 - (ii) on a Website.
- (b) For the avoidance of doubt, nothing in clause 2.1(a) permits an Applicant (save for the AFL's official statistics provider) to operate an AFL match statistics business or provide an AFL Match statistics service, that competes with the AFL's official statistics provider, using AFL Match statistics captured, generated or produced from within a Venue by the Applicant. This does not prevent the integration of basic AFL Match statistics observed by the Applicant within a Venue in the ordinary course of news editorial reporting.

2.2. Photographs

- (a) Subject at all times to the provisions of this clause 2.2 and clauses 2.4 and 2.5, Photographs taken within a Venue by the Applicant may be transmitted for the purpose of bona fide news editorial reporting by the employer of the Applicant only:
 - (i) in printed newspapers or sports related magazines; and/or
 - (ii) on a Website.
- (b) The right to publish Photographs under this clause 2.2 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 with the AFL, any AFL Club, or any AFL activities or events by any third party which, for the avoidance of doubt, shall include the use of any Photograph in the same creative as, any third party, name, brand or logo (for example - 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 subject of the Photograph).
- (c) The Applicant acknowledges and agrees that it is a condition of these Terms that the AFL is granted a non-exclusive, perpetual, licence to use any Photograph for

use in the non-commercial promotion of Australian football by the AFL, AFL Clubs or the AFL's State affiliates (eg. use in AFL annual reports, policies, AFL Club membership initiatives, game development promotions etc.) on a royalty free basis, and, on a negotiated discount fee basis for commercial marketing, advertising or promotional purposes, in any medium where the primary purpose of its use is the promotion of the game of Australian football. Each particular use is subject to obtaining the approval of the Applicant which will not be unreasonably withheld.

2.3. Audio and Video

Save for the AFL's television broadcast and radio broadcast rights holders, the Applicant agrees not to record and/or transmit any Audio or Video from within a Venue other than solely recording and/or transmitting an official AFL media conference in accordance with the reasonable directions of the AFL.

2.4. Mobile Devices

Nothing in these Terms permits the Applicant to transmit Text, Data, Photographs, Audio and/or Video to Mobile Devices. Mobile Devices able to access such content via a Website (to the extent the relevant use is in accordance with these Terms) will not be deemed a breach of these Terms.

2.5. Commercialisation of Content

The Applicant is prohibited from commercially exploiting (which includes but is not limited to selling or syndicating to third parties) any Text, Data, Photographs, Audio or Video, except as specifically permitted in accordance with the terms of clauses 2.1, 2.2 and 2.3 above or as otherwise agreed by AFL.

3. Definitions & Interpretation

"Audio" means and includes any sounds from within a Venue and any commentary or verbal description of a Match or post Match interviews or press conferences.

"Data" means and includes all data, information and statistics of whatever nature relating to a Match, Venues, attendees and any activity at a Match.

"Internet" means the global network of computer systems using TCP/IP protocols known as the internet including the world wide web.

"Match" means an Australian football match played (but not necessarily completed) under the auspices of the AFL in the 2009 AFL season and includes all matches forming part of the 2009 AFL Pre-Season Competition, 2009 AFL Premiership Season and 2009 AFL Finals Series.

"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 activity at a Match.

“Text” means all forms of written material relating to a Match, Venues, attendees and any activity at a Match (other than Data) and includes descriptions of play.

“Venue” means any football ground or stadium at which a Match is played on the day of play.

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

“Website” means an official on-line website version of a printed newspaper or sports related magazine, or any other AFL approved website operated by the Applicant’s employer or any of its related bodies corporate, in each case forming part of the world wide web and/or Internet and in each case approved by the AFL.

Your completion and signing of this form confirms that you and your employer have read, understood, and agreed to abide by the Terms and any Annexure to these Terms.

Applicant's printed name:

Applicant's signature:

Date:

Authorised representative's (Applicant's Employer) printed name:

Authorised representative's (Applicant's Employer) signature:

Date:2009

ANNEXURE 1 - MCC Media Access Rules

The Melbourne Cricket Club (**MCC**), ground manager of the Melbourne Cricket Ground (**MCG**), has agreed to provide access to the MCG to media authorised by the AFL.

Set out below are the access rules which allow the bearer of an access code issued by the MCC access to the MCG for the purpose of providing media coverage in the manner set out in these Terms on days upon which Matches are played at the MCG.

It is agreed that:

- (a) The access code/accreditation pass referred to in these Access Rules must be presented on entry to the MCG and on demand by any MCG official. It is a condition of access that each individual entering the MCG under an access code/accreditation pass issued under these Terms comply at all times with these Access Rules.
- (b) The access code/accreditation pass holder will have access to the areas of the MCG specified in these Terms.
- (c) The access code/accreditation pass holder must not alter, modify or manipulate any video or audio signal, images, data or other recording of the MCG or events recorded at the MCG in such a way that the physical signage displayed at the MCG is altered, not displayed, superimposed or misrepresented in any way, without the prior written consent of the MCC.
- (d) Whilst within the MCG the access code/accreditation pass holder is bound by the MCG Regulations promulgated by the MCG Trust in relation to conduct.
- (e) The access code/accreditation pass of any person may be withdrawn if the access code/accreditation pass holder breaches these Access Rules.
- (f) Access codes/accreditation passes issued by the MCC are strictly non-transferable and must be carried by the bearer at all times within the MCG.
- (g) These Access Rules are in addition to the Terms imposed by the AFL from time to time as part of any accreditation arrangements.