



MEDIA ACCREDITATION

Applications are now invited from all media organisations wishing to cover the 2009 Toyota AFL Premiership Season, incorporating the following:

2009 AFL Pre-Season Competition (NAB Cup)

2009 AFL Home and Away Season

2009 AFL Finals Series



CATEGORIES OF APPLICATION

AFL Media Accreditation will be issued in two categories in 2009 –

CATEGORY 1: Passes will provide access into all AFL-sanctioned matches including finals.

CATEGORY 2: Passes will provide access into all AFL Pre-Season Competition matches and AFL Premiership Season matches (Home and Away Series) only. These passes do not permit access to the 2009 AFL Finals Series. Media organisations issued with Category 2 passes must re-apply for accreditation for the 2009 AFL Finals Series.

It is not automatic that accreditation will be re-issued for finals, as availability is dependent on team qualification and facility availability.

ALL APPLICATIONS MUST BE RECEIVED BY THE AFL MEDIA DEPARTMENT NO LATER THAN FRIDAY, JANUARY 23, 2009.

PHOTO I.D. REQUIRED

Passes carrying an I.D. photograph will be issued to all media with the exception of broadcast television crews who will have generic passes issued to their organisation. All media applying for a media I.D. pass are required to submit **TWO (2)** passport sized photographs with this application form.

NO FREELANCE ACCREDITATION

Please note that media passes will/may not be issued to freelance journalists or photographers.

APPLICATION PROCESS

Application forms should include the names of **ALL PERSONNEL** (sporting and general news) within your media organisation seeking accreditation for the 2009 season. **Passes will only be issued to media representatives with a working match-day function at AFL matches and not all applications will automatically be granted due to space restrictions at grounds, etc.**

All application forms must be signed by an authorised officer of the media organisation (ie. one of Sports Editor, Executive Producer, Pictorial Editor, Editor or Chief of Staff).

Lodgement of an application form constitutes an agreement by the authorising officer and his/her organisation and any person seeking accreditation to abide by the "Terms and Conditions – 2009 Season AFL Media Accreditation" (as amended from time to time) including the MCC Media Access.

The AFL reserves the right to accept or reject any application for media accreditation at its absolute discretion.

PLEASE DIRECT ALL APPLICATION FORMS & INQUIRIES TO

Patrick Keane, Media Manager
Australian Football League
GPO Box 1449
MELBOURNE VIC 3001

Telephone: (03) 9643 1925
Email: patrick.keane@afl.com.au

APPLICATION FORM

NAME OF ORGANISATION:

ADDRESS:

 Postcode

CONTACT NAME AND DIRECT TELEPHONE NUMBER:

FAX NUMBER AND E-MAIL ADDRESS:

MEDIA RELEVANT TO YOUR APPLICATION: (Please circle)

JOURNALIST (Press, Radio, TV Reporter or Broadcaster)
 PHOTOGRAPHER* FILM COURIER TV CREW**

NAMES OF STAFF FOR WHOM WORKING MEDIA CREDENTIALS ARE SOUGHT:

PLEASE INSERT TOTAL NUMBER OF PASSES ONLY FOR TV CREW.

Name:	Individual email address:	Signature:	Position: (Please Indicate if applicant is a journalist, producer, crew, tech, etc)	Photos x 2 ()
				()
				()
				()
				()
				()
				()
				()
				()

Name:
 (please print)

Position: (please circle) Sports Editor Producer
 Pictorial Editor Chief of Staff
 Editor

Signed:

Lodgement of an application form constitutes an agreement by the authorising officer and his/her organisation and any person seeking accreditation to abide by the "Terms and Conditions - 2009 Season AFL Media Accreditation" (as amended from time to time) including the MCC Media Access.
 Authorising officers are to ensure that all staff involved in match-day coverage are aware of the Terms and Conditions prior to the season commencing. Breaches of the Terms and Conditions may result in the cancellation of accreditation, the withholding of accreditation in the future or the withdrawal of the right to access AFL venues.

APPLICATIONS CLOSE JANUARY 23, 2009
 Application forms to be forwarded to: Patrick Keane, Media Manager, Australian Football League, GPO Box 1449, MELBOURNE VIC 3001. Tel: (03) 9643 1925

AFL MEDIA ACCREDITATION GUIDELINES

MEDIA 2009 – PRESS

Your pass will provide access to all AFL media areas on match days, including the press box, interview areas and player dressing rooms.

No access to the arena is permitted except for the purpose of accessing player dressing rooms once matches have been completed and the teams have left the field.

All passes are strictly non-transferrable and will be revoked if used by anyone other than the person accredited for the pass. Each pass issued for the 2009 Premiership Season will carry a bar code identifying the bearer and enabling details of entry in AFL venues to be monitored.

Lodgement of an application form constitutes an agreement by the authorising officer and his/her organisation and any person seeking accreditation to abide by the conditions as set out in the Photographic Agreement and these guidelines. Accordingly, sports editors should ensure that all staff involved in match-day coverage are aware of the Photographic Agreement and these guidelines prior to the season commencing. Breaches of the Photographic Agreement or these guidelines may result in the cancellation of accreditation or the withholding of accreditation in the future.

MEDIA 2009 – PHOTOGRAPHERS (includes film couriers)

Your pass will provide access to all AFL media areas on match days, including interview areas and player dressing rooms. Access to the area between the boundary fence and the boundary line is permitted providing the following guidelines are observed:

- No photographer other than the official AFL photographer or a photographer with an approved AFL-issued on-ground vest is permitted inside the boundary line (i.e. on the playing arena) at any time before, during or after a game. This procedure applies to all AFL venues.**
Media representatives who have been issued with arena access passes therefore must remain between the fence and the boundary line **AT ALL TIMES**.
- At AAMI Stadium (SA), photographers must remain behind the broken white line closest to the fence at all times to assist player safety.
- At all other venues, photographers are asked to assist player safety by remaining as close as possible to the fence at all times so that camera cases, etc., are well out of the way of players. The use of tripods on the boundary line during play is prohibited.
- The only media personnel permitted on the playing arena (i.e. inside the boundary line) are representatives from the broadcast rights holder Network involved in the broadcast of each match and the official AFL photographer, and those photographers with an AFL vest, which allows entry at quarter time, three quarter time and the post-game period. **The official AFL photographer will be identified by a jacket issued by the AFL.**
- All passes are **strictly non-transferable** and will be revoked if used by anyone other than the person accredited for the pass. Each pass issued for the 2009 Premiership Season will carry a bar code identifying the bearer and enabling details of entry in AFL venues to be monitored.
- Couriers used to collect film from AFL venues should keep access time on the ground to a minimum.**

Photographic accreditation to cover the 2009 AFL Premiership Season will only be granted on the conditions set out in the Photographic Agreement, unless otherwise arranged between the AFL and the organisation concerned.

MEDIA 2009 – RADIO

Your pass will provide access to all AFL media areas on match days, including the press box, interview areas and player dressing rooms, providing the following guidelines are observed.

- No radio personnel – including broadcasters and technical crew – are permitted inside the boundary fence either between the boundary fence and boundary line or on the playing arena itself at any time before, during or after a game while the players are on the field.** Radio personnel may only enter the field after the game for express purpose of accessing the player dressing rooms once matches have been completed and teams have left the field. This procedure applies to all AFL venues.
- Other than the following radio stations contracted by the AFL to broadcast AFL Football in 2009 no radio station is permitted to broadcast any description of play during an AFL match (unless under syndication from one of the outlets below):-
 - Melbourne:** 3AW, 3MMM FM, K-ROCK, SEN 1116
 - Adelaide:** FiveAA, 5MMM FM
 - Perth:** 6PR, NIRS Affiliate
 - Sydney:** 2MMM FM
 - Brisbane:** NIRS, 4MMM FM
 - National:** ABC, NEWS RADIO
- Access to radio broadcast boxes at any AFL venue is strictly limited to accredited media directly involved in the match broadcasts and guests scheduled to be interviewed prior to or during these broadcasts. Non-radio personnel and/or other guests of radio personnel must not be accommodated in the radio broadcast area on match days.
- All passes are **strictly non-transferrable** and will be revoked immediately if used by anyone other than the person identified. Each pass issued in 2009 will carry a bar code identifying the bearer and enabling details of entry into AFL venues to be monitored.

Lodgement of an application form constitutes an agreement by the authorising officer and his/her organisation and any person seeking accreditation to abide by the conditions as set out in these guidelines. Accordingly, sports editors/directors are to ensure that all staff involved in match-day coverage are aware of these guidelines prior to the season commencing. Breaches of these guidelines may result in the cancellation of accreditation or the withholding of accreditation in the future.

MEDIA 2008 – TV JOURNALISTS

Your pass will provide access to all AFL media areas on match days, including the press box, interview areas and player dressing room areas.

No access to the playing arena is permitted, except for the purpose of accessing player dressing rooms once matches have been completed and the teams have left the field.

All passes are **strictly non-transferrable** and will be revoked immediately if used by anyone other than the person identified. Each pass issued in 2009 will carry a bar code identifying the bearer and enabling details of entry into AFL venues to be monitored.

(a) STANDARD CONDITIONS – AUDIO VISUAL COVERAGE

The following guidelines apply to coverage of AFL matches and events by all television networks, film crews and/or commercial video production companies.

The Seven Network and Ten Network hold the exclusive free to air TV broadcasting rights for AFL matches and Fox Sports holds the exclusive Pay TV broadcasting rights for AFL matches.

1. The Free to Air TV and Pay TV broadcast rights holders shall have exclusive access for audio visual coverage to AFL venues on the day of matches that are to be broadcast by that rights holder.
2. Other than the official rights holders, no television network crew, film crew or commercial video production company may shoot any footage of an official AFL match. This includes "stand-ups" with the crowd, stadium and/or game in the background.
3. **When the official rights holder is broadcasting a match, no other television network, film crew or commercial video production company may film interviews with players, coaches or officials of any club within the confines of the stadium where the match is being played. This includes the initial 30 minutes of the post-match period. Access to the dressing rooms for TV reporters from non-rights holding networks is allowed.**
4. Passes are for use by journalists covering AFL matches. All passes are strictly non-transferrable and will be revoked immediately if used by anyone other than the person identified. Each pass issued in 2009 will carry a bar code identifying the bearer and enabling details of entry into AFL venues to be monitored.

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 Australian Football League ("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 your accreditation on days upon which AFL matches are played at the MCG.

It is agreed that:

1. The access code/accreditation pass referred to in these 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 rules comply at all times with these access rules.
2. The access code/accreditation pass holder will have access to the areas of the MCG specified in the AFL Media Accreditation Guidelines.
3. 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.
4. 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.
5. The access code/accreditation pass of any person may be withdrawn if the access code/accreditation pass holder breaches these access rules.
6. Access codes/accreditation passes issued by the MCC are non-transferable and must be carried by the bearer at all times within the MCG.
7. These terms and conditions of these access rules are in addition to the terms and conditions imposed by the AFL from time to time as part of any accreditation arrangements.

Lodgement of an application form constitutes an agreement by the authorising officer and his/her organisation and any person seeking accreditation to abide by the conditions as set out in these guidelines, including the MCC Media Access Rules. Accordingly, sports editors/producers are to ensure that all staff involved in match-day coverage are aware of these guidelines prior to the season commencing. Breaches of these guidelines may result in the cancellation of accreditation, the withholding of accreditation in the future or the withdrawal of the right to access AFL venues.

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). The 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 online 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