

# **ACCREDITATION TERMS AND CONDITIONS**

## **1. Accreditation Process**

The application for accreditation should not be connected to the terms and conditions. Currently for most events, it is necessary to accept the accreditation terms and conditions in order to be considered eligible for accreditation. Often the actual terms and conditions are not available until shortly before the accreditation deadline which makes it difficult to negotiate any changes.

- The application for and assignment of accreditations should be an administrative procedure which allows the organiser to know who will be attending their event.
- The terms and conditions of coverage should be negotiated with the news organisation not the individual journalist.
- A reasonable amount of time should be allocated to discussions around terms and conditions. These discussions should be concluded well ahead of an event to give both organisers and news organisations enough time to make coverage arrangements or advise clients if there are issues which prevent coverage from taking place.

## **2. Hidden terms and conditions**

All the terms and conditions applicable to the accreditation should be contained in the accreditation document. In many cases journalists applying for accreditation are required to tick a box which obligates them to abide by terms and conditions which are not contained within the document they are signing. Additionally many event organisers currently reserve the right to change terms and conditions after the application document has been signed and submitted by the news organisation.

- The accreditation document should not reference other documents containing further terms and provisions. If news organisations are forced to accept such a cross-reference, they must be given access to the other document before they agree to the terms and conditions laid down by the event organiser.
- The accreditation terms should not allow the event organiser to change the terms and conditions after they have been signed. In practice this right does not seem to have been exercised but the concern remains that negotiations are entirely purposeless if event organisers are able to add to or replace agreed conditions.

## **3. Restriction on online use**

Restrictions include imposing a limit on number of pictures per site, a limit on number of website updates per day or a limit on when content can be published. Additionally some event organisers have tried to limit the amount of video (not event coverage but video created by news organisations outside of the competition – e.g. news conferences and training) to be used online. This allows organisers to assume control over the copyright which belongs to news organisations and is entirely unacceptable.

## **4. Exclude mobile use**

Mobile use is almost universally excluded. Again this is an attempt by the organisers to exert control over the copyright of the news organisations covering their events. News organisations have, in the past, agreed to restrictions on mobile use provided that online use is approved (or silent) because mobile devices can now access regular web content. Any restriction on mobile use is then amended to exclude only "push" technology as this only precludes distribution specifically to mobiles of real time service updates. However, given the technological developments in the mobile space, news reporting on mobiles is now both practically possible and demanded by the public and we should be able to provide this.

## **5. Attempts to use content belonging to news organisations**

In many instances organisers attempt to claim use, in perpetuity, of the news organisations' content for 'non-commercial' purposes. Similarly attempts have been made to ensure preferential rates/exclusive right to use content, or the organiser assuming ownership of news organisations' copyright.

This is not acceptable but in order to facilitate coverage, news organisations have, where necessary agreed to give favourable consideration to reasonable requests to use their content - e.g.:

"Accredited photographers and / or employers (as relevant) agree to consider favourably all reasonable requests from the Event Organiser to use images taken by such photographers during the matches, for non-commercial use only. "

## **6. Restricting "Editorial use"**

This would take the form of attempts to define or limit "editorial use" and to include in "commercial use" what would normally be considered "editorial" e.g. book publishing, posters or calendars. It is generally accepted that commercial uses should be restricted unless agreed with the event organiser but editorial use has its own copyright exception as news and current event reporting and must be respected as such.

## **7. Attempts to take editorial control**

The most common examples of attempts to take editorial control of news reporting involve organisers requiring assurances that journalists will not produce and disseminate negative coverage of their events. They often forbid the superimposition of text over photographs (which is problematic for newspapers). Similarly there are increasing references to not engaging in any conduct which would bring the event, sport or organisers into disrepute. Whilst most organisers have been prepared to accept wording around this condition, clarifying that it would not prevent editorial criticism, some (including Cricket Australia) have not been prepared to acknowledge the possible limit to editorial freedom this imposes.

Standard wording such as:

*"For the avoidance of doubt, nothing in the present terms and conditions is intended to be, or shall be interpreted as undermining editorial independence or restricting or preventing the exercise of normal journalistic activities including expressions of comments."*

would ensure that the integrity of news reporting was respected whilst preserving the right of organisers to ensure that good behaviour at sports events is respected.

## **8. Restriction on what can be covered inside the grounds:**

This restriction generally involves the prevention of real time data transmission. Speed is essential in modern-day reporting so attempts to delay transmission are not acceptable.

Whilst it is generally accepted that restrictions attached to the organisers' own coverage (most notably audiovisual material from within the stadium during an event) should be respected, there are increasing attempts to impose restrictions on the audiovisual coverage generated by news organisations. Non-rights holders have no access to venues on the day of the event. Their coverage is peripheral (training and news conferences before or after the event) and should not be constrained by any restrictions.

## **9. Obligation to enforce terms against our clients**

This is mostly applicable to news agencies and obliges them to enforce terms against their clients. Agency clients are obliged to abide by the terms of their agreements with the agencies. In most cases (and certainly in the case of Reuters) it is clear that they have subscribed to text, stills or video services for editorial use only. It is impractical to insist that agencies are responsible for clients' breach of event terms.

## **10. Restricting distribution of content**

Such restrictions might include limited distribution to newspapers, magazines and their websites, or restricting sale to a certain class of individuals (such as particular sport internet sites). Reuters could never agree to any form of discrimination amongst our clients. We are bound by trust principles which forbid exclusion. Our client base is comprised of thousands of global subscribers which fall into various industry categories. We cannot carve out certain subscribers because they do not fit into a category. Commercial use is already restricted and this should give the organisers the comfort they require.

## **11. Revocation of accreditation**

The revocation of accreditation without reason or discussion is unfair and open to abuse. Organisers should only be able to revoke the accreditation of an individual when there has been a serious breach of the terms and conditions agreed to by the news organisation. Both the individual journalist and the news organisation involved should be given an opportunity to remedy the breach before the accreditation is revoked.

## **12. Liability and indemnities**

Indemnities should only be from the news organisations themselves and not the accredited individual. Indemnities should be limited to loss caused by breach of the accreditation terms and conditions. Ideally, indemnities would be two-way, with the organisers providing an indemnity for any loss we suffer as a result of its breach of the accreditation terms and conditions.

## **13. Payment for accreditation**

No bona fide news organisation should ever have to pay for accreditation to an event. Whilst it is acceptable to pay for facilities (where these are itemised), paying for access to an event is not acceptable. Paying for political access would be deemed unethical and sport should not be treated differently.

## **SUGGESTED GUIDELINES FOR THE EFFICIENT ADMINISTRATION OF PRESS COVERAGE OF SPORTS EVENTS.**

### **1. Accreditation procedure to be purely administrative and separate to terms and conditions:**

- Applications should be made to organisers some time in advance of an event.
- Applications delivered to journalists once terms and conditions have been agreed.
- This allows the organisers to proceed with the administration of the accreditation requests but does not tie any bureau down to agreeing to possibly contentious restrictions.

### **2. A set time frame for negotiations to start and finish:**

- Accreditation process to be opened a minimum of 10 weeks ahead of an event.
- Contentious issues to be raised with the organisers at least 8 weeks ahead of an event.
- Final deadline for agreement to be set at 3 weeks ahead of an event.