

Accreditation Terms and Conditions

Executive Summary

These Cricket Australia Accreditation Terms and Conditions (**Terms**) govern the process for approval and use of Accreditation to enter any venue hosting matches throughout the Cricket Season. Cricket Australia (**CA**) has the exclusive right to determine the terms on which access is granted to the Venues.

Under these Terms, the Applicant:

- must comply with these Terms, which incorporate the most contemporaneous CA Ticket and Entry Conditions and venue regulations;
- must comply with all lawful directions from CA Authorised Personnel while in the venues;
- must ensure Accreditation is worn and remains visible at all times, and in all areas of the venue governed by CA's accreditation system;
- must conduct themselves in a manner that is respectful and is considered of appropriate workplace behaviour while in and around a venue;
- must not tamper with or destroy an Accreditation;
- must not and enter the field of play without approval;
- must not consume alcohol whilst wearing Accreditation;
- acknowledges that they move around the venue at their own risk;
- acknowledges and agrees that any rights in connection with the Accreditation granted to the Applicant cannot, be loaned, transferred, licensed or in any other way assigned to another person or entity for any purpose whatsoever;
- acknowledges that Accreditation does not permit the holder to attend a match as a spectator or to occupy any seat, corporate or members' facility in the venue that would normally be covered by a ticket or membership;
- acknowledges and agrees to the terms of the CA Collection Statement (at cricket.com.au/collection-statement) and Privacy Policy (at cricket.com.au/privacy);
- acknowledges that all Accreditation remains the property of CA and in the event of a breach must be returned immediately to CA upon request; and
- will be:
 - refused Accreditation or otherwise have it revoked;
 - refused access to a venue; and/or
 - removed from the venue at any time,

if the Applicant, in the opinion of CA, is noticeably under the influence of alcohol, narcotics, stimulants or behaviour-modifying substance, is behaving violently, harmfully, or if the Applicant's appearance or behaviour negatively affects the public standing of the match or CA.

Accreditation Terms and Conditions (General)

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 Terms set out the conditions 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 who are members of signatories to the Code of Practice of Sports News Reporting (for whom the Accreditation Terms and Conditions (Code of Practice of Sports News Reporting Signatories 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).

1.0 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 any provided Accreditation and ensure that Accreditation is visible at all times and in all areas controlled by CA where the Applicant is required to hold Accreditation as a condition of entry;
 - (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) not conduct themselves in a manner that will or may bring the Match, CA and/or the game of cricket into disrepute;
- (h) comply with all directions issued by CA with respect to appropriate workplace behaviour while in and around the Venue;
- (i) Not conduct themselves in any way that will or may 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; and
- (j) not consume alcohol whilst wearing any form of Accreditation.

1.2 Indemnity, Risk and Access

- (a) The Applicant agrees to indemnify and hold harmless CA, the State/Territory Associations, the 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 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 their own risk. The Applicant specifically acknowledges the risk that cricket balls can travel at high velocity into the areas of the Venue that the Applicant may be present in and they may be struck.
- (c) The Applicant agrees that Accreditation does not permit the holder to attend a Match as a spectator or to occupy any seat, corporate or members' facility in the Venue that would normally be covered by a ticket or membership.
- (d) The Applicant will be:
 - (i) refused an Accreditation pass or otherwise have it revoked;
 - (ii) refused access to a venue; and/or
 - (iii) removed from a venue, at any time,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.
- (e) The Applicant is strictly prohibited from using, wearing, 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 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 remains the property of CA. In the event of a breach of any of these Terms, Accreditation 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 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 Respect@Work

The Applicant agrees to be bound by CA's Respect@Australian Cricket Policy (a copy of which can be found [here](#)). The Applicant acknowledges and agrees that they will undergo any Respect@Work training at the direction of CA and that they may not be issued their Accreditation until this training has been successfully completed.

1.10 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.

1.11 Amendment

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

2.0 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 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).
- (d) 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.
- (e) 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.
- (f) 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 subclause, 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 CA, 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 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).
- (f) 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

- (a) 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)(iii)), 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.

- (b) 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).

3.0 Definitions

Accreditation means any identifying badge, pass and/or vest, as may be provided by CA, the use of which is conditional upon these Terms.

Applicant means the applicant for Accreditation under these Terms, and includes, without limitation, the Applicant, 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:
 - (i) calendars;
 - (ii) animations, avatars and invitations;
 - (iii) books (including autobiographies);
 - (iv) packaging;
 - (v) collector cards, collector cards, stickers, pop-up, stand-up or other cards, competitions, recordings, videos and films;
 - (vi) 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);

- (vii) advertisements, promotional and point-of sale material;
 - (viii) games (including computer games);
 - (ix) software including applications for Mobile Devices;
 - (x) clothing;
 - (xi) memorabilia;
 - (xii) merchandise; and
 - (xiii) 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 Weber 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 does not include any 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.

Terms means these Cricket Australia Accreditation Terms and Conditions.

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, and any other venue, area, or place where a person is required to hold Accreditation as a condition of entry.

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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