

MEDIA ACCREDITATION TERMS AND CONDITIONS



PART A – GENERAL TERMS

National Basketball League (**NBL1 South**) has the exclusive right to determine the terms on which access is granted to the Venues. These National Basketball League Accreditation Terms and Conditions set out the terms on which the NBL1 South grants the Applicant with accreditation for access to a Venue. These Terms apply to all Venue accreditation.

Nothing in these Terms limits the right of the Applicant under the Copyright Act 1968 (Cth) and the NBL1 South reserves its right to take any action under the Copyright Act 1968 (Cth).

1. General Obligations

1.1 Conduct

The Applicant will:

- a. comply with, and agrees to, these Terms, each Venue's conditions of entry and any other entry conditions as prescribed from time to time by NBL1 South, 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 NBL1 South Authorised Person while in the Venue, including but not limited to the times and areas of access to the Venue;
- c. at all times while within the Venue:
 - (i) have digital pass downloaded and readily available, highly visible vest that is easily identifiable at all times;
 - (ii) not tamper with or obscure any items described in (c) (i) above and return such items to NBL1 South 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 NBL1 South;
- g. conduct themselves in a manner that will not bring the Match, NBL1 South and/or the game of basketball into disrepute; and
- h. conduct themselves in a way that will not 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.

1.2 Biosecurity Requirements

- a. The Applicant must comply with all applicable NBL1 South Biosecurity Protocols including but not limited to:
 - (i) complying with protocols for responding to a suspected or confirmed case of COVID-19;
 - (ii) complying with directions regarding the use of personal protective equipment while in and around the Venue;
 - (iii) complying with all directions regarding undertaking symptom monitoring (as applicable); and
 - (iv) abiding by all lawful and reasonable directions of the NBL1 South relating to minimising the risk of transmission of COVID-19 or otherwise related to the biosecurity of the Venue.
- b. The Applicant acknowledges that there remains an unquantifiable risk of transmission of viral illnesses including COVID-19 and that such viral illnesses may have very serious health consequences for

certain people. By attending the Venue, the Applicant acknowledges that they have considered those risks and their own personal circumstances, including any health condition or vulnerability that Applicant may have, and the circumstances of persons with whom the Applicant will be in close contact following attendance at the Venue.

1.3 Photographs, Video, Data and Text

Unless otherwise expressly permitted by the NBL1 South, 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 NBL1 South (which may be withheld in its absolute discretion); and
- b. 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.

For the avoidance of doubt, unless otherwise expressly permitted by the NBL1 South, play-by-play 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 (within 24 hours of the completion of each match).

1.4 Indemnity, Risk and Access

- a. The Applicant agrees to indemnify and hold harmless NBL1 South, the NBL1 South Clubs, the Venue, Basketball Australia (BA) and each of their employees, contractors, officers and agents against any loss, claim, expense or damage to NBL1 South, the

NBL1 South Clubs, the Venue, BA 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 NBL1 South.

- b. The Applicant acknowledges and agrees that the Applicant shall move in and around the Venue at their own risk.
- c. Access to the Venue will be refused and/or accreditation will be revoked if the Applicant, in the opinion of NBL1 South, 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 NBL1 South.
- d. The Applicant is strictly prohibited from using, 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.
- e. The Applicant acknowledges that their accreditation allows them access to information that the general public is not privy to. The Applicant agrees that, due to their position and access, they will not gamble or place bets on the outcome of any Match or any element of a Match, or induce anyone else to do the same, and may have their accreditation revoked if they fail to comply with this provision.

1.5 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 NBL1 South, be loaned, transferred, licensed or in any other way assigned to another person or entity for any purpose whatsoever.

1.6 Grant of Request

- a. Failure to abide by these Terms and/or any request by a NBL1 South Authorised Person will result in the Applicant's accreditation being revoked.
- b. NBL1 South 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, NBL1 South may revoke the 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 devices (including passes, badges and vests) remain the property of NBL1 South. In the event of a breach of any of these Terms, accreditation devices shall, on request by a NBL1 South Authorised Person, be returned immediately to NBL1 South.

1.7 Integrity

The Applicant acknowledges that BA has codes, policies and procedures in place to protect the integrity of the sport and among other matters, guard against match-fixing and betting related corruption in basketball.

In respect of all accreditation, the Applicant:

- a. acknowledges that, to the extent they fall within the definition of 'Participant' as defined in BA's National Framework for Ethical Behaviour and Integrity in Basketball ('Framework') (<https://australia.basketball/integrity/>), they have read and understand, and agree to be bound in full by, the Framework, including all policies incorporated into or noted in the Framework;

- b. 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:

- (i) by or on behalf of the Applicant for any purpose relating to any 'Prohibited Conduct' under BA's Gambling and Match Fixing Policy;
- (ii) for betting or entering into any form of financial speculation on the results of a Match or the League or any element of or occurrence in a Match or the League; or
- (iii) communicating any information that might give another person an unfair advantage if they were to engage in gambling related to that information; or
- (iv) inducing any other person to do any of the foregoing; and

- c. consents to NBL1 South disclosing to BA, and BA disclosing to third parties (including sports betting providers) the Personal Information (as defined in the Privacy Act 1988 (Cth)) of the Applicant for the purpose of monitoring compliance with their obligations under these Terms, the Framework or for any other purpose permitted by law.

1.8 Use of Attributes

The Applicant agrees that use may be made by NBL1 South, the NBL1 South Clubs and NBL1 South's commercial partners (including any official sponsor, official supplier, broadcaster or licensee) without

- a. 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);
- b. at the Venue (including on vision screens throughout the Match); and/or commercially, throughout the world and in perpetuity, by any means.

1.9 Collection Statement and Privacy Policy

The Applicant agrees that the information provided will be used in accordance with the privacy policies of both the NBL1 South and BA which can be accessed here and here.

1.10 Additional directions and policies

NBL1 South 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

NBL1 South may make amendments to these Terms from time to time at its sole discretion and without notice.

2. 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 NBL1 South. These provisions are subject to the Applicant's request for accreditation in relation to each type of content being granted by NBL1 South. Except as specifically permitted in accordance with the terms of clauses Section 1:2.1, 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 NBL1 South (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 NBL1 South (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 Section 1:2.1 (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 play-by-play 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 2.1(b), 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 basketball 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.
- paragraph 2.2(b), 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 basketball 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.

2.2 Data

- a. The Applicant will be entitled to capture, produce and, subject to clause 2(c) above

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 2.3(b), publish Photographs taken within the Venue.
- b. Subject in all cases to clause 2(c) above and further subject to paragraph 2.3(c), 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 NBL1 South; 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 2.3(b) 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 National Basketball League, official basketball 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 basketball 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 NBL1 South (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

For the avoidance of doubt, 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 NBL1 South (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 NBL1 South approved Website (subject to clauses 2.1(b)(ii), 2.2(b)(ii) and 2.3(b)(ii)), 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. 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 NBL1 South media conference without the express prior written consent of NBL1 South. 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 NBL1 South media conference, without the express prior written consent of NBL1

South (which may be withheld in its absolute discretion).

3. Definitions

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.

Commercial Purpose includes, but is not limited to:

- a. promotions or any promotional materials (other than the promotion of editorial coverage of basketball 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);
- c. merchandising purposes;
- 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 NBL1 South in writing;
- e. any use that in any manner that suggests an endorsement by or sponsorship of NBL1 South or NBL1 South Clubs; 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 NBL1 SOUTH (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 Hungry Jacks NBL1 South Season or as they may otherwise come to be known in the future.

NBL1 SOUTH Clubs means any team that participates in the League.

Match means a basketball match played (but not necessarily completed) under the control or auspices of NBL1 South.

Media Accreditation means the accreditation granted to any Applicant by NBL1 South for the purposes of sports news reporting but not 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.

NBL1 SOUTH Authorised Person means any of NBL1 South and its respective management, staff, officials, representatives, officers and volunteers.

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.

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 stadium at which a Match is played and includes any area or facility at or around such stadium ground where access is controlled by NBL1 South.

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 NBL1 South -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.