

## BASKETBALL VICTORIA MEDIA ACCREDITATION TERMS AND CONDITIONS

*Updated 18 February 2020*

Accreditation will be posted to you upon seven (7) business days of acceptance of your application. In consideration of being granted the right to enter the above listed events and/or tournaments, all accredited entrants are required to abide by the accreditation terms and conditions.

A summary of Terms and Conditions is below. The full Terms and Conditions are also available within this document.

1. Accreditation is a privilege not a right which BV may withdraw at any time. BV reserves the right to refuse accreditation or revoke accreditation.
2. Passes are non-transferable and must be produced when requested.
3. Accreditation passes remain the property of BV and must be returned upon request.
4. You must make yourself aware of Emergency Procedures at any venue you attend and they must be adhered to at all times.
5. A current Working with Children's Check (WWCC) or other Australian state equivalent (for interstate media) is required to obtain this accreditation. WWCC applications can be made at the following link:  
<https://www.workingwithchildren.vic.gov.au/individuals/applicants/how-to-apply>
6. We will endeavour to reply to your request within seven (7) days. For any urgent enquiries please contact [media@basketballvictoria.com.au](mailto:media@basketballvictoria.com.au)

### FULL TERMS AND CONDITIONS OF MEDIA ACCREDITATION

The completed, signed and dated accreditation application form (Form) and these terms (including any incorporated terms), form a legally binding contract (Agreement) between the person named on the Form (you) and Basketball Victoria (BV). By applying for media accreditation, you are agreeing to comply with the terms of this Agreement.

Any terms used but not defined in this Agreement, have the meaning given to them on the Form.

1. You warrant that the information provided by you on the Form is current, true and correct.
2. BV will not process any Form that: is not clear, signed or completed in full.
3. BV reserves the right to not accept any Form in its absolute discretion. BV's decision is final and unsuccessful applicants cannot resubmit an application for accreditation.
4. If BV accepts your application, BV will notify you in writing and forward you an accreditation pass.
5. The Accreditation is issued to you and is non-transferable.



6. The Accreditation is and remains the property of BV and BV may suspend or cancel your Accreditation at any time.
7. You will gain entrance to Venues (and any designated media zones within the Venue) only with your presentation of valid Accreditation and, if requested, proof of identity.
8. If you are accredited as a photographer for the event: (a) Accreditation is granted for the sole purpose of enabling you to provide photographs or images only to the publication for which you are accredited, or in the case of news agencies to bona fide publications that subscribe to your service; (b) and if you take a photograph or record moving picture or audio, you must use that photograph or image or audio only for editorial, or non-advertising purposes and not for any commercial purpose whatsoever. For the avoidance of doubt, commercial purposes include sale on the internet, licensing, memorabilia or marketing; (d) you must not enter the Field of Play unless specifically directed that you are allowed to do so; (f) you must at all times whilst within Venues wear any provided photographer's bib;
9. You must not carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by BV), and you must not do anything which brings BV, the event or basketball in general into disrepute.

#### **Replacement, suspension or cancellation**

9. Lost or stolen Accreditation must be immediately reported to BV in writing. BV may, in its absolute discretion, issue duplicate Accreditation and charge a replacement fee.
10. Any breach of these Terms of Accreditation may result in your Accreditation being suspended or cancelled and you will be evicted from Venues.
11. The suspension or cancellation of Accreditation by BV and your eviction from any Venue, is without prejudice to any other rights or remedies that BV may have against you or the company, organisation or business that you represent. Suspension, cancellation and eviction may also impact on rights to accreditation for you and your company, organisation, or business at future BV events.

#### **Accreditation conditions and regulations**

12. You agree to comply with BV's By-laws, rules and regulations as well as any Venue or other conditions of entry and submit yourself to the jurisdiction of BV's Tribunal or other disciplinary body.
13. You must comply with the directions of BV, association or venue staff during games and or events.

#### **Liability**

14. You agree: (a) not to bring any claim or proceeding against BV for any damage, loss, injury or liability you may suffer in accessing any Venue or carrying out your duties. Except for liability that by law cannot be excluded, BV excludes all liability to you in tort (including negligence), contract or bailment, for acts and omissions of BV (including its employees and contractors) arising out of or in relation to games or events or this Agreement; (b) to



indemnify and keep indemnified BV (including its employees and contractors) from and against all losses, damages, expenses, costs and claims incurred or suffered by BV as a result of any breach of this Agreement by you and any wilful, unlawful or negligent act or omission of you, except to the extent that such loss, damage, expense, cost or claim was caused by BV; and (c) to safeguard your equipment or property (including personal property such as bags and money) and acknowledge that BV is not responsible for any lost, stolen or damaged property.

15. BV: (a) is not liable to you for any loss or damage you suffer as a result of games or events being cancelled, postponed or changed; and (b) disclaims the existence of any common law duty of care to you;

#### **Privacy**

16. The personal information that BV collects on the Form is used for the purpose of processing your request for accreditation and is subject to BV's Privacy Policy. You may request access to personal information BV holds about you by sending an email to [media@basketballvictoria.com.au](mailto:media@basketballvictoria.com.au).

#### **General**

17. BV may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases.

18. The dates, times, athletes and Venues of the games and/or events may change without notice to you.

19. This Agreement: (a) is governed by the law applicable in the State of Victoria and each party submits to the jurisdiction of the courts of that state; and (b) is the entire agreement between BV and you in respect of its subject matter.

