



BASKETBALL VICTORIA 2024 MEDIA ACCREDITATION TERMS AND CONDITIONS

Updated 12 March 2024

Summary of Terms and Conditions

1. Accreditation is a privilege not a right which BV may withdraw at any time. Basketball Victoria (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. 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 Big V, VJBL, CBL, NBL1 South and other Basketball Victoria sanctioned events including; 3xCup, Victorian College Championships, Champions Cup, Southern Cross Challenge, National Junior Classic and Junior Country Championships, all accredited entrants are required to abide by the accreditation terms and conditions. For any urgent enquiries please contact:
comms@basketballvictoria.com.au

FULL TERMS AND CONDITIONS OF MEDIA ACCREDITATION

General Obligations

Basketball Victoria (**BV**) has the exclusive right to determine the terms on which access is granted to the Venues. The Basketball Victoria Media Accreditation Terms and Conditions set out the terms on which BV grants the Applicant with accreditation access to a Venue. The Terms apply to all Venue 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.

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, the applicant in respect of its subject matter.

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

Conduct

The Applicant will:

1. 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 Basketball Victoria, to the extent those terms of entry do not directly and materially conflict with the rights set out in these Terms;
2. Abide by all lawful directions from a BV Authorised Person or BV Authorised Representative while in the Venue, including but not limited to the times and areas of access to the Venue; at all times while within the Venue:
 - (i) wear such identifying badge, pass and/or vest as may be provided by BV or the BV Authorised Representative whilst within Venues and ensure that such badge, pass and/or vest is visible at all times;
 - (ii) not breach the intellectual property rights of any person involved in the staging of a Game
 - (iii) 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 BV or BV Authorised Representative;
 - (iv) you must not enter the Playing area unless specifically directed that you are allowed to do so;
 - (v) You must not carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by BV)
 - (vi) conduct themselves in a manner that will not bring BV, the event and/or the game of basketball into disrepute; and
 - (vii) 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.

Grant of Request

3. The applicant warrants that the information provided by you on the Form is current, true and correct.
4. BV will not process any Form that: is not clear, signed or completed in full.
5. 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.
6. If BV accepts an applicant's application, BV will notify you in writing and forward an accreditation pass.
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 for the following events and/or tournaments: **Big V, VJBL, CBL, NBL1 South** and other Basketball Victoria sanctioned events including; **3xCup, Victorian College Championships, Champions Cup, Southern Cross Challenge, National Junior Classic and Junior Country Championships.**
8. If you are granted media accreditation for the event:
 - (i) Accreditation is granted for the sole purpose of enabling you to provide photographs or text 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;
 - (ii) 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.

Failure to abide by these Terms and/or any request by a BV Authorised Person will result in the Applicant's accreditation being revoked.

Accreditation Not Transferable

9. The Applicant acknowledges and agrees that any rights in connection with the accreditation granted to the Applicant cannot, without the prior consent of BV, be loaned, transferred, licensed or in any other way assigned to another person or entity for any purpose whatsoever.

10. The Accreditation is and remains the property of BV and BV may suspend or cancel your Accreditation at any time.

Replacement, suspension or cancellation

11. 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.

12. Any breach of these Terms of Accreditation may result in your Accreditation being suspended or cancelled and you will be evicted from Venues.

13. 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.

14. 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.

15. You must comply with the directions of BV, association or venue staff during games and or events.

Liability

16. You agree:

(i) 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;

(ii) 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.

17. Basketball Victoria:

(i) 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

(ii) disclaims the existence of any common law duty of care to you.

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

Use of Attributes

20. The Applicant agrees that use may be made by BV, BV Associations and Clubs and BV's commercial partners (including 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):

(i) at the Venue (including on vision screens throughout the Match); and/or

(ii) commercially, throughout the world and in perpetuity, by any means.

Privacy

21. 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 comms@basketballvictoria.com.au.

Amendment

22. 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.
23. BV may make amendments to these Terms from time to time at its sole discretion and without notice.

Specific Obligations For Media Accreditation Only

24. The following provisions of the Terms apply in respect of Media Accreditation only and deal with different types of content relating to a Event or Game 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 BV or the BV Authorised Representative or host basketball organisation.

25. Unless otherwise expressly permitted by BV, the Applicant is prohibited from:
- (i) 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 Game) without the prior written consent of BV (which may be withheld in its absolute discretion); and
 - (ii) 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 Game, 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 NBL (which may be withheld in its absolute discretion); and
 - (iii) 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 BV, 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.

Text

26. The Applicant will be entitled to produce and, publish Text relating to a Game, the Venue, attendees or activities at the Venue. Text may include, but must not solely comprise, team and/or individual scores and statistics.

27. Subject to the above, 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.

Photographs

28. The Applicant will be entitled to take and, publish Photographs taken within the Venue.
29. Subject to 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 BV; 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 a gallery of content to be uploaded on any one day. With exception of the applicant being the Basketball Organisation.

30. The Applicant agrees that the Photographs must not be used for any Commercial Purpose whatsoever without the prior written consent of BV (which may be withheld in its absolute discretion).

31. 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.

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 BV (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, or Text (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 BV approved Website.

Audio

32. 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 BV media conference without the express prior written consent of BV. 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.

Video / footage

33. The Applicant will be entitled to capture and, publish limited vision/footage taken within the Venue.

34. Subject to video/footage 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 digital newspapers, sports-related magazines or other magazines with the prior written approval of BV; and/or
- (ii) on social media:
 - (i) Twitter/Facebook/Instagram/Tiktok or other like platform (Post) - Maximum of 3 x 60 second clips of vision per event/day - this applies collectively across all platforms and is not per platform. Clips cannot be continuous or combined
 - (ii) Instagram/Tiktok or other like platform (Story) - Maximum 5 x 15 second non-continuous clips
 - (iii) Vision cannot not be provided, sold or sub-licensed to any third parties (accredited or non-accredited) for commercial or personal use
 - (iv) Clips must be posted to the Accredited Media Organisation's accounts and not to personal accounts
 - (v) Community management - comments & engagement must be monitored & managed

35. The Applicant agrees not to broadcast and/or transmit any Video from within the Venue other than solely recording and/or transmitting an official BV media conference, without the express prior written consent of BV (which may be withheld in its absolute discretion).

36. The exception to the above is for the purposes of reporting and integrity by the host Venue/Organisation and for live streaming purposes via official BV authorised platforms/channels.

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 Game.

Commercial Purpose includes, but is not limited to:

- (i) promotions or any promotional materials (other than the promotion of editorial coverage of basketball games 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);
- (ii) advertising (including advertorials);
- (iii) merchandising purposes;
- (iv) 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 BV in writing;
- (v) any use that in any manner that suggests an endorsement by or sponsorship of BV, its member Associations or Clubs; or
- (vi) 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 BV (which may be withheld in its absolute discretion).

Internet means the global network of computer systems using TCP/IP protocols including without limitation the World Wide Web.

Media Accreditation means the accreditation granted to any Applicant by Basketball Victoria 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, Photographs, Audio and/or Video by means of a wireless service.

Basketball Victoria Authorised Person means any of Basketball Victoria or Basketball Victoria Affiliated Associations 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 Game, Venues, attendees and any activities at the Games or Venues.

Text means all forms of written material relating to a Game, Venues, attendees and any activities at the Games or Venues (other than Data) and includes descriptions of play.

Venue means any stadium at which a Game is played and includes any area or facility at or around such stadium where access is controlled by Basketball Victoria and its Member Associations and Clubs.

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 Basketball Victoria-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 and not for any Commercial Purpose.