

# **2021 Australian Under-20's & Ivor Burge Championships**

## **Terms and Conditions of Media Accreditation**

### **As 20 April 2021**

By applying for media accreditation, I hereby acknowledge and agree on behalf of myself and as an authorized signatory on behalf of my employee and parent company that in consideration of Basketball Australia (BA) granting me permission to attend and or cover the 2021 Australian Under-20's & Ivor Burge Championships, I will agree to observe the following terms and conditions:

#### **Specific terms for non-rights holders including digital media**

- Accredited television and digital can film pieces to camera from within or outside the venue for news/editorial reporting purposes only.
- Accredited Radio and Audio Media can conduct live and or pre-record crosses from within or outside the venue for news/editorial reporting purposes.
- Accredited media will have access to official event media areas and opportunities where vision, audio and photos obtained have no limitations (subject to compliance with other restrictions outlined).
- Accredited media agree to comply with Australian law and in particular the fair dealing provisions of the Australian Copyright Act.
- Accredited media agree to comply with the "passing off" limitations contained in the same Act.

#### **Specific terms for Photographers**

1. Only accredited photographers will be entitled to cover the event with a strict "no flash" policy during any live action.
2. Where photographers can be positioned will vary from court to court, where the event staff will provide guidance. Note – due to space restrictions, photographers cannot file from side of court.
3. Accredited photographers will need to follow any instructions from the event staff with respect to restrictions.
4. Any accredited photographers will also comply with the "passing off" limitations contained in the same Act.

#### **Relevant to all media including photographers**

1. All accredited media will comply with QLD Health's COVIDSafe protocols and in turn, the COVIDSafe protocols as implemented by the event owners, BA and engaged third parties.
2. All accredited media must always wear their BA supplied media accreditation lanyard when at the event.
3. All accredited media:
  - a. will comply with any directions of BA, the event party, venue staff, or venue security.
  - b. 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.
  - c. are subject to the terms of the BA Privacy Policy and National Integrity Framework (particularly to the extent that any information accredited media obtains by virtue of their accreditation will only be used for bona fide news editorial reporting and will not be used for betting on the outcome of a game or any element of a game or to induce any other person to do the same).
4. Media accreditation, whether approval for or the physical credential, is non-transferable.
5. Accredited media will have access to official event media areas and opportunities where vision, audio and photos obtained have no limitations (subject to compliance with other restrictions outlined).

**Indemnity**

6. I agree to indemnify and hold harmless BA, the venue, the competing teams/state and territories, and each of their employees, contractors, officers and agents against any loss, claim, expense or damage to BA, the Venue, the competing teams or any of their employees, contractor 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 BA.
7. I acknowledge and agree that I shall move in and around the venue at my own risk.
8. I understand and agree that access to the venue will be refused and/or accreditation will be revoked if I, in the opinion of BA, am 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 my appearance or behaviour negatively affects the public standing of BA.
9. I understand and agree that I am 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.

I, the undersigned, currently hold adequate public liability insurance and will provide proof of such coverage upon request.

I release, indemnify and hold harmless, BA and their respective employees, contractors, representatives, and agents, from all actions, suits, causes of action, claims and demands whatsoever and from all liability arising from my entry into, and my activities under this agreement, whether or not such liability is wholly or partly caused by their negligent acts or omissions.

*\*Venue = McDonald's Mackay Multi-Sports Stadium*