



2020 Chemist Warehouse WNBL

Terms and Conditions of Media Accreditation

As at 2 November 2020

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 2020 Chemist Warehouse WNBL season, I will agree to observe the following terms and conditions:

Specific terms for non-rights holders including digital media

- Accredited television and digital media cannot film pieces to camera from within the venue for news reporting purposes but can do so from outside of the venue's official perimeter.
- Accredited Radio and Audio Media can conduct live and or pre-record crosses from within the venue for news reporting purposes but must seek prior permission for BA.
- Accredited media will have access to official event media areas and opportunities, including but not limited to press conferences and mixed zones 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 season with a strict "no flash" policy.
2. Where photographers can be positioned will vary from venue to venue, where the Venue Media Manager will provide guidance on the day. Note – due to space restrictions, photographers cannot file from side of court.
3. Accredited photographers will need to follow any instructions from the event media team with respect to restrictions.
4. Accredited photographers will take only still photographs and will not make any video or audio-only recordings.
5. 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:
 - 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 WNBL game or any element of a WNBL game or to induce any other person to do the same).
3. Media accreditation, whether approval for or the physical credential, is non-transferable.
4. 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

5. I agree to indemnify and hold harmless BA, the venue, the WNBL Clubs and each of their employees, contractors, officers and agents against any loss, claim, expense or damage to BA, the Venue, the WNBL Clubs 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 BA.
6. I acknowledge and agrees that I shall move in and around the venue at my own risk.
7. 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 the WNBL or BA.
8. 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, Cairns Pop-Up Arena, Townsville Stadium, Townsville Entertainment and Convention Centre.*