

CADEL EVANS GREAT OCEAN ROAD RACE - 2019

MEDIA ACCREDITATION TERMS AND CONDITIONS



Visit Victoria (**VV**), funded through the State Government of Victoria (**State**) is the owner and organiser of the professional road cycling race in Australia known as the Cadel Evans Great Ocean Road Race scheduled to be held from 24 to 27 January 2019, which for the avoidance of doubt also includes Towards Zero Race Melbourne held on Thursday 24 January 2019 (**Event**).

The Event Media Accreditation Terms and Conditions (**Terms**) reflect:

- (a) the role of the media in informing the public about the Event; and
- (b) the commercial considerations of the Event, its broadcasting and commercial rights and the commercial rights of its participants.

The Terms set out the terms and conditions on which VV grants the applicant (**Applicant**) with accreditation for access to the Event for the purpose of reporting on the Event. The Applicant acknowledges that VV has the exclusive right to determine the terms and conditions upon which media will be granted access to the Venue during the Event.

Nothing in these Terms limits the rights of VV or the Applicant (and/or any persons or entities that the Applicant is engaged by to provide the benefit of the Applicant's services in relation to the Event, whether under an employee/employer, principle/agent or independent contractor relationship (**Recipient**)) pursuant to the *Copyright Act 1968* (Cth), and these Terms do not limit a party's ability to exercise such rights.

All rights not expressly granted to the Applicant and the Recipient under these Terms are reserved to VV.

1. Definitions

The following terms have the meanings set out below:

Commercial Use means the sale or production or use of content for advertising or promotional or merchandising purposes, including (without limitation):

- (a) photographs being used by a non-Media Organisation on a website or webpage, in a publication or via some other medium for any purpose other than publishing of News Content on any technical platform including individual publications, web-pages, digital (including social media or podcast) platforms or print media where that platform or medium is or will be genuinely and ordinarily used for the publication of News Content;
- (b) operating a statistics service; and
- (a) photographs being used for or in any advertisements, promotional materials, for merchandise

such as memorabilia, collector's cards, calendars, clothing or packaging.

Exclusions to Commercial Use are:

- (a) the sale of photographs to individuals solely for their own non-commercial private use; and
- (b) publications using material collected for the purposes of News Reporting in order to promote that News Reporting. However use of such material is subject to the rights of VV, the applicable Event sanctioning bodies and Event participants with respect to passing off and misleading and deceptive conduct.

Internet means the system making use of the TCP/IP protocol suite known as the internet or the world wide web whatever the communication link(s) may be which connects the user (including by fixed, mobile, DSL, ADSL, ISDN, UMTS, Wi-Fi, WiMAX or other broadband links) including any developments in such protocols or any other protocols which may be developed which give equivalent, reduced or enhanced functionality compared with such protocols.

IPTV means Internet Protocol TV, being broadcast quality television programming to viewers using Internet Protocol by means of a private (or virtual private) or closed user group network or networks (located in the Licensed Territory) over a fixed telecommunications and/or fixed wireless system (including but not limited to Wi-Fi (802.11), WiMAX (802.16) and DSL systems).

Mobile means transmission, distribution or display by Mobile Devices via Mobile Wireless Technology, where:

- (a) **Mobile Devices** means any mobile wireless device (whether now known or hereafter developed) other than devices for which the sole use is as a portable radio or television set, including without limitation a Personal Digital Assistant (PDA), pager, mobile phone, iPod, iPad or any DivX playback device or similar device now known or subsequently developed, which is capable of receiving and sending voice and/or data and/or video communications and/or storing information, and which is designed to be portable or capable of being used while the user is in motion; and
- (b) **Mobile Wireless Technology** means any mobile wireless technology utilising radio frequency spectrum in any band including VHF, UHF and SHF to enable or facilitate transmission of textual material, data, voice, video or multimedia services including, without limit, wireless technology employed in General Packet Radio Services (GPRS), the Global System for Mobile Communications (GSM), Enhanced Data GSM Environment (EDGE), Code Division Multiple Access (CDMA), High Speed Circuit Switched Data (HSCSD), 2.5G, 3G, 4G, 5G, Personal Communications Networks (PCN), HSDPA, MBMS, DMB, DVB-H, DVB-SH, DVB-IPDC, Short Messaging Service (SMS), Multimedia Messaging Service (MMS), Wireless Application Protocol (WAP) and the Universal Mobile Telecommunications System (UMTS) and their related or derivative systems and services or any combination of them and any related, similar or derivative wireless radio communications systems or any combination of them and/or any other transmission system for Mobile Devices developed in the future.

Media Organisation means an organisation whose primary purpose is providing News Reporting by any technical platform including individual publications, news websites, digital (including social media or podcast) platforms, radio and television broadcasters, print media and news agencies. Such an organisation will usually:

- (a) play a significant role in informing the mass public;
- (b) accept the responsibilities and ethics of journalism; and

- (c) employ properly trained media personnel.

News Content means content collected by a Media Organisation at a Venue that is not sold or produced or used for Commercial Use, namely:

- (a) text, such as factual articles, editorial opinion, blogs and tweets;
- (b) photographs including in the form of photo galleries and iconic images;
- (c) data in the form of scores, team lists and/or basic statistics; and
- (d) a combination of two or more of the above forms.

News Reporting means the reporting of News Content by a Media Organisation.

Venue means all areas under the control of VV, its contractors and/or other Event officials during the Event period including without limitation Start/Finish Precinct and Event Village in Steampacket Gardens; Live Sites in Torquay, Barwon Heads and Montpellier Park; Media Centre in Deakin University, Swisse People's Ride courses, Elite Men's Race course, Elite Women's Race course, Vegemite Family Ride Course. In the case of Race Melbourne, the Elite Women's and Men's course at Albert Park, Ride4All and any Event Village associated with this race.

2. General

2.1 Conduct

The Applicant whilst at the Venue:

- (a) will comply with all laws, rules, notices and regulations and will comply with the Event occupational health and safety policies;
- (b) will comply with the reasonable and lawful directions of VV, its contractors and other Event officials;
- (c) will wear such identifying badge and/or other accreditation device as may be provided by VV and ensure that such badge and/or other accreditation device is visible at all times;
- (d) will conduct himself/herself in an appropriate and responsible manner, and not in such a way as to cause offence to, or otherwise inhibit the enjoyment of other persons at the Event, including, without limitation, other media, commercial partners, sponsors, licensees, cyclists and spectators;
- (e) will not possess, hold, display or have any other association with any promotional or commercial, political, religious, racist or similarly controversial or offensive objects and materials; and
- (f) will not sell or offer for sale goods such as drinks, food, souvenirs, clothes, promotional and/or commercial items.

Any items referred to in clauses 2.1(e) and (f) brought to the Event may be removed or temporarily confiscated by Event officials or other duly authorised persons.

2.2 Risk

- (a) The Applicant understands that the layout of the Event may be unfamiliar, and that attendance at a road cycling event can be inherently dangerous, so agrees to take care at all times. The Applicant acknowledges that the Applicant assumes all risk and danger incidental to the sport of cycling and is responsible for the Applicant's safety and for looking after the Applicant's own property and equipment whilst at the Venue.
- (b) The Applicant and the Recipient agree to indemnify and hold harmless each of VV, its contractors, the State, the applicable Event sanctioning bodies and each of their employees, officers and agents (**Indemnified Parties**) against any loss, claim, expense or damage to the Indemnified Parties arising in connection with a breach of these Terms or any law by the Applicant and/or the Recipient and/or any negligent, willful or reckless act or omission that the Applicant commits at the Venue that causes injury to any person (including the Applicant or Recipient) or damage to any property or equipment at the Venue.

2.3 Access and Revocation

- (b) VV provides access to the Venue to the Applicant on the basis set out in these Terms so that the Applicant and the Recipient may provide News Reporting in relation to the Event.
- (b) The Applicant agrees that access to the Venue will be refused if the Applicant is, or if the Applicant appears to be, under the influence of alcohol, narcotics, stimulants or any behaviour-modifying substance, and/or the Applicant is behaving, or it is reasonably determined by VV that the Applicant is likely to behave, violently, harmfully or in a manner contrary to public order.
- (c) Failure to abide by these Terms may result in the accreditation of the Applicant being revoked by VV. Notwithstanding the foregoing, VV may revoke the grant of accreditation at any time in its sole discretion.

2.4 Non Transferable

The Applicant acknowledges that any accreditation granted to the Applicant is personal to the Applicant and any rights in connection with accreditation may not be transferred, licensed or assigned to another person or entity, without the prior written consent of VV. Notwithstanding this provision, VV acknowledges that the Applicant may provide the benefit of his/her services in relation to the Event to the Recipient without VV's consent.

2.5 Minimum Age Requirement

The Applicant warrants and represents that the Applicant is or will be over the age of eighteen years prior to attending the Venue for the purposes of accreditation under these Terms.

3. Content from the Event and/or Venue

3.1 Text and Data

- (a) The Applicant and the Recipient have the right to provide News Content on any distribution platform. This includes providing text, data, online or via print, Internet and Mobile, and providing text (including scripts) and data on television or through radio.
- (b) Nothing in clause 3.1(a) permits the Applicant or the Recipient to compile scoring, statistical or other data or to provide or sub-license to a third party the right to provide a statistics service in relation to the Event using data sourced from the Venue by the Applicant. For the avoidance of

doubt, this does not preclude the use of statistics and/or data sourced by the Applicant within the Venue in the ordinary course of News Reporting.

- (c) News Content collected at the Venue by the Applicant may be distributed to third parties, provided the Applicant and the Recipient will ensure third party use is not for Commercial Use and is consistent with the principles of genuine News Reporting and is otherwise in accordance with the requirements set out in these Terms. Third parties must be required to comply with the relevant provisions of these Terms. The Applicant and the Recipient are responsible for enforcing this provision with respect to third parties.
- (d) Material collected by the Applicant at the Venue must not be used by the Applicant or the Recipient or a third party who receives such material (including any News Content) from the Applicant or the Recipient (including, for the avoidance of doubt, Text and Data transmitted from the Venue by any other employee or agent of the Applicant or the Recipient) in a manner that creates a false impression that a person or business has a sponsorship, approval or affiliation with the Event, the sport of cycling, VV, Cycling Australia, UCI or any participants in the Event.

3.2 Photography

- (a) If the accreditation issued to the Applicant permits the taking of photographs at the Venue, the Applicant may take photographs at the Venue.
- (b) Unless the Applicant and/or the Recipient has television, Internet, IPTV, Mobile or other digital media broadcasting rights, it will not use photographic material taken from the Venue to simulate video of the Event.
- (c) The Applicant and the Recipient will ensure that the frequency of updates from the Venue is reasonable for the purpose of News Reporting and does not approximate live or continuous coverage for the duration or a substantial period of the Event.
- (d) Photographs and data taken by the Applicant at the Venue will not be used for Commercial Use, unless approved in writing by VV.
- (e) the Applicant and the Recipient will make available to VV, free of charge, all photographs which have been published by the Applicant and the Recipient as News Content relating to the Event, for non-commercial use by VV including promotion, internal reports, communication to members and use on its official website. Each particular use is subject to the approval of the Applicant and/or the Recipient which will not be unreasonably withheld.
- (f) Photographs taken at the Venue by the Applicant may be distributed to third parties, provided the Applicant and the Recipient will ensure third party use is not for Commercial Use and is consistent with the principles of genuine News Reporting and is otherwise in accordance with the requirements set out in these Terms. Third parties must be required to comply with the relevant provisions of these Terms. The Applicant and the Recipient are responsible for enforcing this provision with respect to third parties.
- (g) Photographs taken by the Applicant at the Venue must not be used by the Applicant or the Recipient or a third party who receives such material (including any News Content) from the Applicant and/or the Recipient in a manner that creates a false impression that a person or business has a sponsorship, approval or affiliation with the Event, the sport of cycling, VV, Cycling Australia, UCI or any participants in the Event.

- (h) Any third party clearances required in relation to the use of photographs taken by the Applicant at the Venue are the responsibility of the Applicant and the Recipient.

3.3 Video, Audio and Audio-visual material

- (a) Except as otherwise permitted by clause 3.3(b) below, the Applicant and the Recipient are prohibited, unless they have entered into a separate written agreement with VV in relation to video, audio or audio-visual rights in relation to the Event, from:
 - (i) recording, broadcasting or transmitting or assisting any person to record, broadcast or transmit from within or at the Venue by any media whatsoever (including, without limitation, radio, television, Internet, IPTV, Mobile or other digital media broadcasting rights) any audio, video, audio-visual or other moving images of or relating to the Event, the Venue, attendees or any activity at the Event; and
 - (ii) selling, licensing, distributing or otherwise publishing, disseminating or reproducing for any purpose (commercial or otherwise), whether in whole or in part, any audio, video, audio-visual or other moving image recordings of or relating to the Event, the Venue, attendees or any activity at the Event taken or made inside or at the Venue by any media whatsoever (including, without limitation, radio, television, Internet, IPTV, Mobile or other digital media broadcasting rights).
- (b) The Applicant may record and/or transmit audio, video, audio-visual and other moving images from within or at the Venue solely of an official Event media conference and not of any other occurrence at the Venue, subject to the Applicant and the Recipient complying with all reasonable directions of Event officials.

4 Miscellaneous

- 4.1 Arrangements for any telephone and internet landline connections for the Event should be made directly with VV, who in turn will arrange such with the Venue once accreditation has been approved. Wireless internet facilities will be provided within certain designated areas of the Venue, as advised by VV.