



# FOOTBALL VICTORIA MEDIA TERMS OF ACCREDITATION

## 1. PARTICULARS

1.1. The completed, signed and dated accreditation application form (**Form**) and these terms (including any incorporated terms), form a legally binding agreement between the person named on the Form (**you**) and Football Victoria Inc ABN 97 592993 965 (**FV**).

1.2. If FV accepts your application, FV will notify you in writing and forward you a non-exclusive accreditation pass with applicable access zones, if any (**Accreditation**). Accreditation may be issued for a specific form or forms of media.

## 2. SCOPE OF ACCREDITATION

2.1. The Accreditation is for the following football events only (**Football Events**):

(a) Matches played in the 2023 National Premier League Men's and the National Premier League Women's of Victoria (**NPLM, NPLM2, NPLM3 and NPLW**).

(b) Matches played in the 2023 Victorian Premier League Women's (**VPLW and VPLW Reserves**).

(c) Relevant cup competitions associated with NPLM, NPLM2, NPLM3, NPLW or VPLW leagues, namely Victorian Qualifying Rounds of Australia Cup, Dockerty Cup and Nike F.C. Cup in 2023.

(d) FV State League Men's and Women's 1, 2, 3, 4 and 5 matches during the 2023 season, including finals.

(e) All FV Futsal competitions, including finals.

2.2. The Accreditation expressly excludes matches not hosted by FV, including but not limited to relevant cup competitions.

## 3. TERMS OF APPLICATION

3.1. You represent that the information provided by you on the Form is current, true and correct and you agree that it induced the FV to enter into this Agreement in reliance upon those representations.

3.2. FV is not obliged to, and will not, process any Form that:

(a) is not clear, signed or completed in full; and/or

(b) has not been received by FV before any applicable stated deadline.

3.3. FV reserves the right to not accept any Form in its absolute discretion. FV's decision is final and unsuccessful applicants cannot resubmit an application for Accreditation for the Season.

3.4. Matters that FV may consider when granting Accreditation include, but are not limited to, the following:

- (a) whether the applicant is a fit and proper person;
- (b) history of the applicant's compliance with FV's rules, policies and regulations;
- (c) whether the applicant has an actual or perceived conflict of interest;
- (d) the applicant's health; and
- (e) the applicant's qualifications and previous work.

3.5. Applicants may be required to submit evidence of previous related media work in support of their application in some instances. Failure to comply with such requests from FV may result in rejection of an application.

#### **4. TERMS OF ACCREDITATION**

4.1. The Accreditation is issued to you and is non-transferable.

4.2. The Accreditation is and remains at all times the property of FV.

4.3. The granting of an Accreditation by FV creates no right of ongoing accreditation and no expectation of future accreditation.

4.4. FV may suspend, revoke or cancel an Accreditation at any time in its sole discretion and is not obliged to provide reasons for any suspension or cancellation.

4.5. Spot checks of photo ID may be carried out under clause 6.3 at all venues at which Football Events are played (**Venues**) throughout the Season.

#### **5. TERMS OF USE**

5.1. Your Accreditation must be used in a manner which is respectful and professional.

5.2. Misuse of your Accreditation may result in ejection from the Venue or your Accreditation being immediately suspended, revoked or cancelled and possible rejection of future Accreditation applications.

5.3. Misuse of Accreditation includes but is not limited to:

- (a) abuse of Club hospitality;
- (b) use of Accreditation when not working;
- (c) use of Accreditation by an unauthorised party; and
- (d) other conduct which FV considers inappropriate.

5.4. A decision made under clause 5.2 is in FV's sole discretion.

5.5. You must not carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by FV), which is visible at a Football Event.

5.6. You must not do anything which brings FV, Football Australia, affiliated clubs, the Football Event or the sport of football into disrepute.

5.7. The dates, times, participating teams and the Venue of the Football Event may change without notice to you.

## 6. VENUE ACCESS

6.1. You acknowledge that access to the Venue is subject to the discretion of the Venue operator or hirer other than FV (including football clubs) (**Venue Operator**) and you must otherwise comply with the terms and conditions of entry to the Venue imposed by that Venue Operator. You acknowledge that such terms and conditions may include that you are fully vaccinated against COVID-19.

6.2. You must at all times while within the Venue display your Accreditation over your clothing within easy sight.

6.3. If requested by the Venue Operator or an FV official, agent or contractor you must produce your Accreditation whilst in or around the Venue.

6.4. Subject to this Agreement, you will gain entrance to the Venue (and a zone within the Venue set out in clause 7 below) only upon presentation of your valid Accreditation and, if requested, proof of identity.

## 7. MEDIA ACCESS AND TERMS

### 7.1. Print and Digital Written Media

Accreditation will provide access to all FV media areas at the Venue/s on the day or days on which Football Events take place (Match Days). FV media areas includes the press box, and interview areas (where applicable). Access to the pitch or change rooms is NOT permitted.

### 7.2. Photography/Videography Media

(a) Accreditation will provide access to all FV media areas at the Venue/s on Match Days, including interview areas (where applicable).

(b) Each accredited photographer will be assigned access to the area between the perimeter fence and the touch/goal line providing the following guidelines are observed. The photographer must:

(i) not enter the field of play. The marked boundaries of the playing pitch must not be breached at any time before, during or after a game. This procedure applies to all Venues; and

(ii) remain as close as possible to the fence at all times to assist player safety; and

(iii) ensure that camera cases and other equipment are out of the way of players and officials.

(c) 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.

Accreditation does not provide a right to record moving pictures or audio material in any form at any time.

(d) You must use photographs or images only for editorial, news, private or non-advertising purposes and not for any commercial purpose whatsoever, except with the prior written approval of FV. For the avoidance of doubt, commercial purposes in this clause includes sale or distribution on the internet (including any social media platform), licensing, memorabilia or marketing in any form whatsoever.

(e) FV may request a reasonable selection of your images from Football Events. If you make these images available to FV, whether free of charge or otherwise, you grant FV an irrevocable, non-exclusive, non-transferable, royalty-free licence for the term of copyright to use the intellectual property in these images in accordance with FV's objects and purposes (expressly excluding sale of images) including, but not limited to use in annual reports, websites, newsletters and publications. FV will use

reasonable endeavours to include attribution and, if requested by a third party, will use reasonable endeavours to refer that party to you. You warrant you have the authority and relevant consents (including from your employer) to provide FV with the license contemplated in this clause.

### 7.3. Broadcast Media Accreditation (including commentary)

(a) Broadcast media Accreditation will provide access to all FV media areas at the Venue/s on Match Days, including the press box and interview areas (where applicable). Commentators are permitted to enter Club rooms to access team sheets from referees, or seek clarity from Club officials on player numbers, names or other key information associated with their role. The broadcast media Accreditation is applicable for radio, T.V, smart- phones and other internet broadcasts.

(b) Access to the area between the perimeter fence and the touch/goal line is permitted providing the following guidelines are observed:

(i) The marked boundaries of the playing pitch are not breached at any time before, during or after a game. This procedure applies to all Venues.

(ii) To assist player safety you must remain as close as possible to the fence at all times so that you (and your equipment) are well out of the way of players and officials.

c) Any audio, visual or audio and visual recording of any Football Event (**AV Recordings**) may be used only for private purposes or for editorial, news, or non-advertising purposes only to the extent of match highlights. AV Recordings may only be used for commercial purposes with the express prior written approval of FV. Such approval is at the sole discretion of FV and will not be granted where the AV Recording may infringe on the commercial rights of others. For the avoidance of doubt, commercial purposes in this clause includes sale to third parties or other use on the internet (including any social media platform), for licensing, memorabilia or marketing in any form whatsoever.

(d) No direct (either live or delayed) broadcast (in any broadcast media including radio, television, smart-phone and internet (including any social media platform) of the Football Event or any part of it or from the Venue may be made without the prior written approval of FV, including an agreement in writing regarding the terms and conditions of broadcast rights granted.

(e) FV may request a selection of any AV Recording from Football Events, and the recording or footage shall be made available to FV at FV's expense. You grant FV an irrevocable, non-exclusive, non-transferable, royalty-free licence for the term of copyright to use the intellectual property in these recordings or footages in accordance with FV's objects and purposes (expressly excluding sale of images) including, but not limited to use in tribunal or disciplinary hearings and website publications. Where appropriate FV will use reasonable endeavours to include attribution and, if requested by a third party, will use reasonable endeavours to refer that party to you. You warrant you have the authority and relevant consents (including from your employer) to provide FV with the licence contemplated in this clause.

## **8. STUDENTS AND MATCH REPORTERS' ACCREDITATION**

8.1. FV may, in its discretion, provide Accreditation to:

(a) media and journalism students solely for private study purposes, to gain experience in covering football; or

(b) other persons who shall be accredited by FV for the sole purpose of providing FV with reports of Football Events (Match Reporter).

8.2. If accredited as a student or Match Reporter under this clause 8, you must observe the general requirements of these Terms of Accreditation and in addition you:

- (a) must carry out your duties and otherwise conduct yourself (including in any publication in any form, including on any social media platform) in a manner which promotes the game of football, FV and the relevant clubs and such that none of the game of football, FV or the relevant clubs are brought into disrepute;
- (b) may access all FV media areas at the Venue/s on Match days, including the press box and interview areas (where applicable). In addition, students are permitted to access the area between the perimeter fence and the touch/goal line providing the guidelines set out in clause 7.3(b) above are observed;
- (c) are not permitted to broadcast (in any broadcast media including radio, television, smartphone, internet (including any social media platform) or otherwise, whether live or delayed) the Match or any part of it from the Venue except with the prior written approval of FV;
- (d) must not use any video, audio, photograph, report or other image or record taken, produced, prepared or otherwise recorded by you and stored in any form (Materials) of the Match or from the Venue for any commercial or advertising purpose whatsoever, except with the prior written approval of FV. For the avoidance of doubt, commercial purposes include sale on the internet (including any social media platform), licensing, memorabilia or marketing; and
- (e) must make available to FV all Materials from Football Events, and in doing so grant FV an irrevocable, non-exclusive, non-transferable, royalty-free licence for the term of copyright to the intellectual property in those Materials to use in accordance with FV's objects and purposes including, but not limited to use in annual reports, websites, newsletters, media releases and publications, without payment or any absolute requirement for attribution unless otherwise agreed in writing by FV. You warrant you have the authority and relevant consents (including from your educational institution if relevant) to provide FV with the licence contemplated in this clause.

## **9. ASSIGNMENT OF COPYRIGHT**

Notwithstanding any other clause in these Terms of Accreditation, if FV pays an amount of money or provides other valuable consideration in respect of any Materials (of the Football Event or from the Venue) of any party accredited under these Terms (whether a photographer, print journalist, student, broadcaster, match reporter or otherwise), then:

9.1. all rights, title and interest in the Materials (now or in the future and anywhere in the world) are assigned and transmitted to FV and all copyright and proprietary rights in the Material vest in FV;

9.2. the accredited party will not at any time assert any right to or interest in the Materials and has obtained all necessary consents to ensure no third party asserts any rights to or interest in the Materials; and

9.3. the author of the Materials and any other persons involved in production or creation have, and will assert, no rights in the Materials, including moral rights. Accordingly, you agree no attribution is required and the Materials may be published, cropped, manipulated and otherwise used and changed by FV or its licensees or anyone authorised by or through FV or its licensees in any manner, anywhere in the world, as desired, without further payment.

## **10. REPLACEMENT, SUSPENSION OR CANCELLATION OF ACCREDITATION**

10.1. Lost or stolen Accreditation must be immediately reported to FV in writing. FV may, in its absolute discretion, issue duplicate Accreditation and charge a reasonable replacement fee.

10.2. Any breach of this Agreement may result in eviction from the Venue and your Accreditation being suspended or cancelled.

10.3. The suspension or cancellation of Accreditation by FV and your eviction from the Venue is without prejudice to any other rights or remedies that FV 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 FV events and matches. You acknowledge additional rights or remedies may accrue to the Venue Operator.

## **11. ACCREDITATION CONDITIONS AND REGULATIONS**

11.1. It is an essential condition of this Agreement and of the right of admission to the Football Event conferred on the holder of an Accreditation that you:

- (a) agree to comply with the FV's applicable rules, policies and regulations including:
  - (i) FV ticket conditions and Terms of Admission (available at the Venue);
  - (ii) the Spectator Code of Behaviour available at [footballvictoria.com.au](http://footballvictoria.com.au) in the relevant Rules of Competition section;
  - (iii) FA National Member Protection Policy (including rules regarding taking images of children);
  - (iv) FV's Photography and Video Guidelines; and
  - (v) any other Venue conditions of entry imposed by the Venue Operator; and
- (b) will take all reasonable steps to ensure your safety and the safety of other persons.

11.2. You must comply with the directions of FV and Venue Operator officials, agents or contractors, whilst in and around the Venue on Match Day. In the event of any inconsistencies, these will be resolved between FV and the Venue Operator and you will be advised accordingly.

## **12. LIABILITY**

12.1. You agree that you will:

- (a) carry out your Accreditation duties in accordance with this Agreement and the law;
- (b) release FV from, and not bring any, claim or proceeding against FV, its employees, officials, contractors or agents for any damage, loss, injury or liability you may suffer in accessing the Venue or carrying out your duties. Except for liability that by law cannot be excluded, FV excludes all liability to you in tort (including negligence), contract, bailment or under statute, for acts and omissions of FV (including its employees, officials, contractors or agents) arising out of or in relation to any Football Event or Venue or this Agreement;
- (c) indemnify and keep indemnified FV (including its employees, officials, and contractors) from and against all losses, damages, expenses, costs and claims incurred or suffered by FV 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 FV; and

(d) safeguard your equipment or property (including personal property such as bags and money) and acknowledge that FV is not responsible for any lost, stolen or damaged property.

12.2. Except as provided in clause 12.1, FV is not liable to you for any loss or damage you suffer as a result of any Football Event being cancelled, postponed or changed or access to the Venue or any part thereof being denied by the Venue Operator. FV may in its sole discretion elect to make an ex-gratia payment to a Match Reporter if less than 24 hours' notice of Match cancellation or postponement(to another day) is given by FV.

### **13. PRIVACY**

The personal information that FV collects on the Form is collected in accordance with FV's privacy policy and its privacy obligations. The personal information is used for the purpose of processing your request for Accreditation and related purposes. Information collected may be entered into a database and may be disclosed to FV partners. Further information on privacy is available on FV's website, and you may request access to personal information FV holds about you or request additional information regarding FV's Privacy Policy, or make a complaint, by sending an email to [info@footballvictoria.com.au](mailto:info@footballvictoria.com.au)

### **14. GENERAL**

14.1. FV 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.

14.2. 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) together with the Form, contains the entire agreement between FV and you in respect of its subject matter.

14.3. For further information, please contact FV's Media & Communications Team on 03 9474 1821 or [communications@footballvictoria.com.au](mailto:communications@footballvictoria.com.au)