

# THE NATIONAL BANK SERIES 2011/12 MEDIA ACCREDITATION TERMS AND CONDITIONS

New Zealand Cricket (NZC) is a non-profit body with responsibility for the development of the game of cricket in New Zealand. NZC has the exclusive right to determine the terms on which patrons and media are granted access to Venues during the 2010/11 season. These Terms and Conditions set out the terms on which NZC grants the applicant with accreditation for access to the Venues for the 2010/11 season.

## 1. GENERAL OBLIGATIONS

### 1.1 Conduct

The applicant will:

1. comply with any terms of entry into the Venues as prescribed from time to time by NZC (and/or the venue owners).
2. abide by all directions of NZC (and/or the venue owners), while in the Venues, including but not limited to the times and areas of access to the Venues.
3. at all times while within the Venues:
  1. wear such identifying badge, pass and/or vest as may be provided by NZC and ensure that such badge, pass and/or vest is visible at all times;
  2. not tamper with or obscure any items described in (c)(i) above and return such items to NZC immediately upon request or otherwise at the conclusion of the 2009/10 season;
4. not breach or negligently prejudice the intellectual property rights of any person involved in the staging of a Match; and
5. conduct him/herself in a way that will not cause offence to, or otherwise inhibit the enjoyment of, other media or patrons at the Venue.

The applicant will not:

1. do or permit to be done to the Venues anything which in the reasonable opinion of NZC may become a nuisance, disturbance or obstruction or cause damage to the Venues or to other users of the Venues;
2. permit any television or radio antenna, sign, advertisement, name or notice to be placed upon any part of the Venues without the prior written consent of NZC; or
3. use the Venues in any noisy, noxious, illegal or offensive manner or for any illegal purpose.

4. do or permit to be done in the Venues anything which places New Zealand Cricket in breach of its television and radio broadcast contracts.

### **1.2 Guarantee and Indemnity**

The applicant's employer and the applicant hereby guarantee to NZC that any and all covenants contained in this agreement will be performed by the applicant and/or the applicant's employer. The applicant's employer hereby agrees to indemnify and hold harmless NZC against any loss, claim, expense or damage to NZC or each of their employees, officers and agents resulting from a breach of these Terms and Conditions by the applicant (whether or not the applicant is acting within the scope of the applicant's employment with the employer) or his/her employer or resulting from the revocation of this accreditation by NZC. For the avoidance of doubt, this guarantee and indemnity includes any and all legal expenses incurred by NZC and/or the host Major Association on a full solicitor client basis.

NZC agrees to indemnify and hold harmless the applicant's employer and each of its employees, officers and agents against any loss, claim, expense or damage to the applicant and/or his/her employer or any of its employees, officers and agents resulting from a breach of these Terms by NZC.

### **1.3 Accreditation Not Transferable**

The applicant and his/her employer acknowledge that any accreditation granted to the applicant is personal to the applicant and, the rights in connection with accreditation may not be loaned, transferred or in any other way licensed or assigned to another person or entity for any purpose whatsoever without the prior written consent of NZC. The applicant acknowledges and agrees that it is a matter entirely at the discretion of NZC whether such consent shall be granted.

### **1.4 Grant of Request**

Subject to the procedures set forth below, NZC may grant or reject the request for accreditation in its absolute discretion and subject to reasonable prior notice and consultation may impose such further terms and conditions in its absolute discretion. Once granted, subject to clause 3 below, NZC may suspend or revoke the accreditation at any time at its absolute discretion.

**1.5 Anti-Corruption** The applicant and his/her employer acknowledge that NZC and the International Cricket Council ("ICC") have policies and procedures in place to guard against conduct of a corrupt nature in relation to cricket. The applicant agrees that any information he/she obtains by virtue of his/her accreditation will only be used for bona fide news reporting and will not be used by him/her for betting on the outcome of a Match or any element of a Match or to induce any other person to do the same.

### **1.6 No Interest in Venue**

Nothing in this agreement shall provide the applicant with any right, licence or occupation right in respect of the Venues outside of the terms of this agreement.

### **1.7 Copyright**

For the avoidance of doubt, and subject at all times to not breaching or negligently prejudicing NZC's or any Player's intellectual property rights, all intellectual property in material created by the applicant is owned by the applicant or applicant's employer, as applicable. Further, nothing in these Accreditation Terms and Conditions is intended to be, or shall be interpreted as restricting or undermining the editorial independence or freedom to report including expressions of fair and critical comment.

## **2. SPECIFIC OBLIGATIONS**

1. The following provisions apply in respect of different types of content relating to a Match played at a Venue during the 2009/10 season. These provisions are intended to provide guidance about what the applicant and his/her employer may do with content that is recorded or produced within a Venue. Any rights not specifically granted to the applicant are expressly reserved to NZC. These provisions are subject to the applicant's request for accreditation in relation to each type of content being granted by NZC.

### **2.1 Text**

1. The applicant will be entitled to produce and, subject to paragraph (b) of this sub-clause, publish Text relating to a Match. Text generated within the Venue may include, but must not solely comprise team and/or individual ball by ball . The applicant agrees not to provide Text from the Venue that emulates live scoring of the Match.
2. Text generated within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed or digital newspapers, news-based magazine, sports-related magazines or for editorial use by television outlets. Text may also be transmitted from the Venue to an outside agency for publication on a Website and/or distributed as part of news services to mobile devices; provided that such text is not used to emulate live scoring of the Match.

### **2.2 Data**

1. The applicant will be entitled to capture, produce and, subject to paragraph (b) of this sub-clause, publish Data relating to a Match.
2. Data that is captured or produced within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed or digital newspapers, news-based magazine, sports-related magazines or for editorial use by television outlets. Data may also be transmitted from the Venue to an

outside agency for publication on a Website and/or distributed as part of news services to mobile devices; provided that such data is not used to emulate broadcast or live scoring.

### **2.3 Photographs**

1. The applicant will be entitled to take and, subject to paragraph (b) of this sub-clause, publish Photographs taken within the Venue.
2. Subject to paragraph (c) of this sub-clause, Photographs taken within the Venue may be transmitted from the Venue to an outside agency for publication:
  1. in printed or digital newspapers, news-based magazine or sports-related magazines; and/or
  2. on a Website and distributed as part of news services to mobile devices. Such photographic stills shall not be used in a manner to emulate broadcast. This clause is not intended to limit the applicant's rights under the Copyright Act.
3. The right to publish Photographs under paragraph (b) of this sub-clause is subject to applicant and his employer agreeing not to permit use of Photographs in a manner that suggests an endorsement or "sponsorship" of NZC by any third party (which for the avoidance of doubt shall include promoting the photograph as the "XYZ picture/photo of the day").
4. NZC agrees to permit the applicant and/or his/her employer (if any) to sell copies of Photographs to members of the public on the condition that they undertake not to use the Photographs for any other commercial purpose whatsoever..

### **2.4 Audio**

The applicant agrees not to record and/or transmit any Audio from within the Venue on match days (other than solely recording and/or transmitting an official NZC press conference or other officially staged event) without the express prior written consent of NZC.

### **2.5 Video**

The applicant agrees not to record and/or transmit any Video from within the Venue on match days other than solely recording and/or transmitting an official NZC press conference on match days or other officially staged event without the express prior written consent of NZC. The transmission of recordings of live action is expressly prohibited. This clause is not intended to limit the applicant's rights under the Copyright Act.

## **3. TERMINATION**

### **3.1**

Notwithstanding any other action that NZC may be entitled to take (including for the avoidance of doubt

issuing a formal warning or suspending this accreditation), NZC shall be entitled to terminate this accreditation immediately and immediately remove the applicant from any Venue if:

1. The applicant and/or the applicant's employer shall breach any of the Terms of this agreement.
2. Any Venue to which this accreditation relates is damaged or for any other reason unavailable for the purposes of this accreditation.

### **3.2**

Where NZC terminates this agreement pursuant to clause 3.1 then the applicant's accreditation and right to access to the Venues shall immediately cease but the applicant's and/or the applicant's employer's liability for any payments or damages due under this agreement shall remain in full force and effect.

### **3.3**

For the avoidance of doubt, NZC shall only terminate this agreement in circumstances which in NZC's sole discretion amount to a serious breach of these Terms and where NZC considers (in NZC's sole discretion) that a warning or suspension would not be appropriate.

### **3.4**

Where the applicant and/or his/her employer disagrees with any suspension or termination of the applicant's accreditation at any time, then NZC and the applicant and/or his/her employer shall use their best endeavours to resolve the matter by negotiation.