



Unimoni ASIA CUP 2018

ACC MEDIA ACCREDITATION TERMS & CONDITIONS

A. **GENERAL**

1. These Media Accreditation Terms & Conditions (the “**Terms**”) set out the terms on which the Asian Cricket Council (“**ACC**”) grants accreditation to applicants with respect to any venue (“**Venue**”) that hosts a match (“**Match**”) organised by the ACC as part of the Unimoni Asia Cup 2018 cricket series scheduled to be held between September 15, 2018 and September 28, 2018 (“**Series**”).
2. Accreditation is open to media organisations whose primary purpose is to provide news reporting and that:
 - i. Play a significant role in informing the mass public;
 - ii. Accept the responsibilities and ethics of journalism;
 - iii. Employ properly trained media personnel; and
 - iv. Have regularly covered international and domestic cricket events across the world.
3. Notwithstanding anything to the contrary contained herein, representatives of radio channels, production houses, photo news agencies and freelancers will not be granted accreditation.
4. Except as specifically provided for herein, accreditation shall not be granted to any applicant seeking to distribute images, videos or moving images, sounds or audio recordings, data, results, scores or commentary (except for editorial text reports) via a mobile telephony protocol or otherwise via a mobile device.
5. The ACC reserves the right to reject, at its sole and absolute discretion, applications for media accreditation, without assigning any reason whatsoever. In exercising this discretion, the ACC may have regard to any matters, including, but not limited to:
 - i. safety and security concerns;
 - ii. genuine issues of space and facilities;
 - iii. the need to ensure representation across international, national and local media organisations; and
 - iv. the reach of the applicant’s coverage, and with respect to applicants from news agencies, the nature and scale of such agency’s client base.

6. The ACC reserves the right to request submission of additional evidence of recently published work or coverage of past cricket events in further support of any application for accreditation. Similarly, once accreditation has been issued to applicant per these terms for the Series ("**Accredited Party**"), an Accredited Party may be asked to substantiate his/her cricket coverage by providing evidence of his/her published work in order to retain accreditation.
7. The ACC may revoke or withdraw the accreditation granted to an applicant, at any time, in its absolute discretion, without being liable to compensate the applicant or his/her employer and/or principal or any other person.

B. TERMS RELATING TO GRANT OF ACCREDITATION

1. Only one reporter/sports reporter per media organisation, and as recommended by the editor/sports editor of such media organisation, will be given accreditation at a Venue, unless otherwise agreed. National dailies may receive up to two accreditations if there is sufficient space.
2. Only one photographer representing a recognised print media publication (national as well as regional) will be accommodated on a Match-day inside the Venue. One more photographer from such publication may be accommodated upon request, subject to reasonable availability of space.
3. Only one reporter and only one photographer per recognised news agency will be given accreditation at a Venue, unless otherwise agreed.
4. Only one pair (reporter + cameraperson) representing a recognised electronic media group will be given accreditation, unless otherwise agreed. Access to a Venue with a moving picture camera on a Match-day will be prohibited and the cameraman shall comply with all reasonable and lawful requests of the ACC in this respect. Accredited electronic media personnel will be provided with a live feed of the post-Match press conference. For the sake of clarity, no camera equipment will be allowed inside the press conference room on a Match-day.
5. Accredited camerapersons will not be permitted entry into the Venue on a Match-day and will only be allowed access to an audio-video distributor at the end of the Match, from which they will be able to acquire a 'live' feed of the post-Match media conferences.
6. Accredited camerapersons will be allowed to enter the Venue and cover the pre-Match media conferences and practice sessions on practice days. However, a 'live' telecast of the media conferences and practice sessions will not be permitted.
7. Accredited reporters of News Broadcasters (as defined below) will be given a seat in the main press box, subject to availability of space. Accredited reporters may be accommodated in any other enclosure on account of lack of space in the main press box. For the purpose of these Terms, "**News Broadcasters**" shall mean in relation to the territory of India, any broadcasters registered under the category of "News and Current Affairs" channels under the Ministry of Information and Broadcasting's "Downlinking Guidelines" and in relation to broadcasters incorporated outside India, it shall mean broadcasters registered under the category of "News and Current Affairs" channels under applicable law of the territory where they are incorporated and operated.

8. There will be no bar on players speaking to accredited reporters of News Broadcasters when the Series is being played, as long as the interviews are conducted as per ACC guidelines.

C. FORMALITIES PRE- AND POST- ACCREDITATION

1. Every application for accreditation will have to be accompanied by one photograph of the applicant, and a scanned photo-ID proof issued by any government body and/government agency.
2. Every application will have to be accompanied by a covering letter signed by the editor/sports editor or other relevant representative of the concerned organisation/publication/website/broadcaster, agreeing on behalf of the relevant media organisation to be bound by these Terms. Such covering letter should also state that the relevant media organisation shall ensure that its employees and/or persons associated with the said organisation shall be bound by and shall at all times act in compliance of the terms and conditions stated herein.
3. The accreditation cards will have to be collected in person by the applicant, at the Venue hosting the first Match that he/she will be covering, as indicated by him/her in the application form, on or before the deadline specified in the application form.
4. All reporters/journalists holding accreditation cards (approved to attend the Match in question) will have to register with the ACC's media team at the Venue on the day of the Match.
5. Persistent non-attendance at or failure to cover Matches that an Accredited Party has applied for may result in such Accredited Party's accreditation being revoked for the rest of the Series or for future Matches.
6. Media personnel will be permitted entry to the Venues on Match-days and practice days only upon production of their accreditation cards. At all times while within the Venues, the Accredited Party shall wear the accreditation card and ensure that such card is visible at all times, shall not tamper with or obscure the accreditation card and shall return the accreditation card to the ACC immediately upon request or otherwise at the conclusion of the Series.

D. GENERAL CONDUCT BY ACCREDITED PARTIES

1. An Accredited Party shall not engage in any conduct which, in the absolute discretion of the ACC, could prejudice or undermine the value of any of the commercial rights relating to the Matches or the Series or bring disrepute to the ACC and/or the Official Broadcaster. Such conduct may include, without limitation, the provision of analysis or updates to third parties unrelated to the Accredited Party's employer. For the avoidance of doubt, continuous ball-by-ball and/or over-by-over text or audio updates (whether live, deferred or delayed) for transmission via the internet or via any form of mobile device (including, without limitation, mobile telephones) or other related devices from within any Venue are strictly prohibited under any circumstance. The ACC may, at its sole discretion, revoke the accreditation of any Accredited Party and/or their employer offering and/or undertaking the same from inside the Venue.

2. By completing the application for accreditation, each Accredited Party agrees that any information he/she receives as a result of obtaining accreditation shall be used for the sole purpose of news reporting only and not for any Commercial Use and/or Commercial Purpose (each as defined below). The information obtained whilst in the Venue shall not be used or disclosed by an Accredited Party for the purposes of obtaining financial gain or for the purpose of gambling, betting, gaming or any other form of financial speculation, whether in a personal capacity or on behalf of any other person or entity.
3. The Accredited Party shall not, whilst in a Venue or otherwise:
 - i. use any electronic device to engage in any online betting or gambling activities in relation to the result, progress, conduct or any other aspect of any Match, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges nor facilitate in any manner whatsoever the conduct of any form of betting or gambling whether within or outside the Venue by any third party; or
 - ii. offer to any third party any bribe or other reward to fix, influence, speculate or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Match.
4. Except as permitted in accordance with these Terms, an Accredited Party shall not:
 - i. record, broadcast or transmit or assist any person or entity to record, broadcast or transmit, from within or at a Venue by any means whatsoever (including, without limitation, television, internet, mobile, radio, mobile or by way of any wireless service), any images, videos or moving images, sounds or audio recordings (including, without limitation, commentary), data, results, scores or commentary of or concerning any of the Matches. For the avoidance of doubt, this Clause D (4) (i) is not intended to prevent the distribution of data, results, scores or textual reports or pieces distributed or published as part of news services for *bona fide* editorial or news reporting purposes only or to prevent text coverage of post-Match press conferences via any form of media;
 - ii. sell, license, distribute or otherwise publish, disseminate or reproduce for a Commercial Use or Commercial Purpose (each as defined below), whether in whole or in part, any recordings taken or made inside a Venue (including, without limitation, photographs, video recordings or sound recordings), except with the express prior written consent of the ACC; and/or
 - iii. create or develop data or statistics from or relating to any Match or Matches or the Series for any purposes other than for *bona fide* news reporting purposes (and not for a Commercial Use or Commercial Purpose (each as defined below))
5. For the purposes of these Terms:
 - i. **“Commercial Purposes”** include, but are not limited to:
 - a. promotions or any promotional materials (other than the promotion of editorial coverage of the Matches and/or the Series in newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such

coverage as long as such point-of-sale promotional materials are not sold or distributed to members of the public and provided always that such promotional activity shall not be conducted through mobile devices); or

- b. advertising (including advertorials); or
- c. merchandising purposes, including all the activities listed in Clause E (5) below, as well as animations, avatars and invitations.

ii. **“Commercial Uses”** include, but are not limited to:

- a. subject to what is explicitly permitted under these Terms, any use that generates financial value to the person or organisation using the content solely as a result of such use; or
- b. any use that in any manner suggests an endorsement by or sponsorship of a Match or the Series, any team participating in the Series or any member of a participating team; or
- c. any use in connection with any third party or in any manner promoting or being associated with any third party.

6. For the avoidance of doubt, continuous ball-by-ball and/or over-by-over text or audio updates (whether live, deferred or delayed) for transmission via the internet or via any form of mobile device (including, without limitation, mobile telephones) or other related devices from within any Venue are strictly prohibited under any circumstance. The ACC may, at its sole discretion, revoke the accreditation of any Accredited Party and/or their employer offering and/or undertaking the same from inside the Venue.

E. ACCREDITATION TERMS RELATING TO PHOTOGRAPHS

1. The Accredited Party shall not use his/her accreditation at any time, whether now or in the future, for any Commercial Purpose except for his/her publication or syndication service or, in the case of an authorized news agency, for their clients/customers in accordance with these Terms (save in respect of the exercise of any rights which have been expressly granted by the ACC herein).

2. The Accredited Party may, notwithstanding Clause E (1) above and provided that he/she is an accredited photographer, originate still photographic pictures of a Match for editorial use on or in print media, websites and within news services such as syndication services and in the case of a news agency for their clients/customers provided that:

- i. They appear as still images (and not as moving images to emulate broadcast);
- ii. The still images are published as captured or with adaptation but without deliberately removing, replacing or obscuring any logo of a sponsor of the Matches or Series, a team, a player or at the Venue; and

- iii. The still images are used only for *bona fide* editorial purposes and are not used for any Commercial Purpose.
3. Photographs taken within the Venue by an Accredited Party may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient):
 - i. in printed newspapers, sports-related magazines, news magazines or other magazines (only for editorial purposes) or only with the prior written approval of the ACC, unless otherwise agreed; or
 - ii. on websites (only for editorial purposes) provided that images are not published or updated more than is reasonable to provide news reporting or in a manner approximating live or continuous coverage for the duration or a substantial period of a Match.
4. Photographs of Match action or photographs taken at the Venue taken by an Accredited Party may not be used in any manner that suggests an “endorsement” or “sponsorship” of the ACC, the Official Broadcaster, the Match or a Series, or any team participating in the Match or a Series, in each case by any third party which, for the avoidance of doubt, shall include the use of any photograph in connection with, or in the same creative as, any third party, name, brand or logo (e.g., promoting the photograph as the “XYZ pic of the day” or in any way including any corporate logo or other designation of any third party in close proximity to the photograph [including within the photograph] or in any other way that would in any manner suggest any association between that third party and the photograph or subject of the photograph).
5. The Accredited Party and his/her employer and/or principal (if any) agree that the photographs must not be used in any commercial activity whatsoever without the prior written consent of the ACC (which may be withheld at its absolute discretion), including without limitation in or on:
 - any calendar;
 - packaging;
 - collector cards;
 - posters;
 - stickers;
 - pop-up, stand-up or other cards;
 - competitions;
 - recordings;
 - videos and films;
 - advertisements, promotional and point-of-sale material;
 - games (including computer games);
 - software;
 - avatars; or
 - merchandise
 - websites (other than those websites that use the photographs for editorial purposes only).

It is clarified that posters in newspapers, meant for promotion of editorial coverage, shall not be included in the above definition of commercial activity.

6. Under no circumstance shall the Accredited Party and/or his/her employer and/or principal be able to use (or cause or permit to be used by any third party) any such photographs in any book where such photographs include (i) any trademarks, logos or other intellectual property of the ACC or (ii) an image of any participant in any Match played within or at a Venue, unless all clearances and consents have first been obtained in writing from the ACC and/or such participants, as the case may be.
7. The Accredited Party and/or his/her employer and/or principal will not knowingly sell, license and/or supply any such photographs to any third party who intends to use any photograph for a Commercial Purpose or Commercial Use. The Accredited Party and/or his/her employer and/or principal will procure the prior written agreement of any third party to whom the Accredited Party and/or his/her employer and/or principal sell, license, and/or supply any photograph not to use any such photograph for a Commercial Purpose or a Commercial Use.

F. ACCREDITATION TERMS RELATING TO TEXT AND DATA

1. An Accredited Party and his/her employer or principal shall be entitled to produce or publish text or data relating to a Match and transmit such text from the Venue to an outside agency for publication (by that agency or any third party recipient) for *bona fide* news reporting or editorial purposes provided that any text or data (including, for the avoidance of doubt, text or data transmitted from the Venue by any other employee or agent of the Accredited Party's employer and/or principal) is not published or updated more than is reasonable to provide news reporting, (ii) is not ultimately used in a manner approximating live or continuous coverage for the duration or a substantial period of a Match, including but not limited to, on a premium telephone line or SMS subscription service, on an internet website 'scoring' service, presented as a scoreboard, scorecard or digital reconstruction of match play or otherwise delivered in a manner that could be misconstrued as the delivery of a 'live', 'as-live' or 'near-live' scoring service and (iii) is not delivered directly to a mobile service operator or to any other outside agency for the purpose of retransmission to, or display on, a mobile or mobile communications device.
2. The Accredited Party and/or his/her employer and/or principal will not knowingly sell, license and/or supply any text or data to any third party who intends to use the text or data for a Commercial Purpose or Commercial Use. The Accredited Party and/or his/her employer and/or principal will procure the prior written agreement of any third party to whom the Accredited Party and/or his/her employer and/or principal sell, license and/or supply any text or data not to use any such text or data for a Commercial Purpose or a Commercial Use.

G. ACCREDITATION TERMS RELATING TO ARCHIVES

1. Each Accredited Party and his/her employer and/or principal are prohibited from creating or developing or in any way exploiting a database or archive or any amount of text or data or photographs taken or sourced at or within a Venue, or in any way exploiting such a database, for use or sale by the Accredited Party or his/her employer and/or principal for any purpose other than solely for *bona fide* news reporting or editorial purposes by the employer and/or principal of the Accredited Party only, which purposes, for the avoidance of doubt, shall include the provision of a statistical service (but may include basic statistics for the purposes of news reporting) or any rich data, including by way of data feeds (xml, etc.), live or near live

scoring or any other feeds approximating live or continuous coverage for the duration or a substantial period of a Match.

2. An Accredited Party whose primary business is the dissemination of news, or, whose primary business is the syndication of news and who, as part of its ordinary archiving practice, incorporates text, data or photographs taken or sourced at or within a Venue into a syndicated news wire, may archive text, data or images taken or sourced at or within a Venue (the “**Archived Material**”) provided that:
 - i. access to and use of any Archived Material by the Accredited Party and/or his/her employer and/or principal or any subscribers and/or customers of the Accredited Party and/or his/her employer and/or principal are solely for *bona fide* news reporting or editorial purposes in accordance with these Terms, and which, for the avoidance of doubt, shall not include access to or use of any Archived Material for any Commercial Purpose and/or Commercial Use, unless with the ACC’s prior written consent; and
 - ii. the Accredited Party and/or his/her employer and/or principal may permit any subscribers and/or customers of the Accredited Party and/or his/her employer and/or principal to archive any Archived Material provided that;
 - a. the subscribers and/or customers are required to comply with these Terms; and
 - b. the Accredited Party and/or his/her employer and/or principal is responsible for enforcing the terms of this clause with respect to its subscribers and customers as a matter of its standard business practices.

H. REFERENCES TO MATCHES AND SERIES

The Accredited Party shall, in all instances of publication or broadcast, refer to the Series as the ‘Unimoni Asia Cup 2018’ or by such name or in such manner as designated by the ACC from time to time.

I. NEWS ACCESS REGULATIONS AND IMAGE LICENSE TERMS

The ACC Regulations for News and Current Affairs Broadcasters for Audio Visual Broadcasting (“**News Access Regulations**”) and the ACC Terms and Conditions for Use of Licensed Images (“**Image License Terms**”) applicable to the Series and issued alongside these Terms are incorporated by reference in their entirety into these Terms. For the sake of clarity, any breach of the News Access Regulations or the Image License Terms by an Accredited Party, news agency, electronic media group, news website, News Broadcaster or any associated and unassociated third party acting on its behalf shall constitute a breach of these Terms.

J. ENFORCEMENT OF TERMS

1. Should any Accredited Party, news agency, electronic media group, news website, News Broadcaster or any other person governed by these Terms fail to adhere to these Terms, the ACC and/or the Official Broadcaster will engage with such entity to bring to such entity’s attention, the permissible parameters of activity and work with such entity to resolve the

matter. However, should such activities persist, such entity will be deemed to have knowingly breached these Terms.

2. The ACC and/or the Official Broadcaster retains and, to the extent required, is hereby granted by the relevant copyright owner of content governed by these Terms, the rights to enforce compliance by an Accredited Party, news agency, electronic media group, news website, News Broadcaster and associated and un-associated third parties acting on its behalf with these Terms (whether by means of anti-infringement actions, legal proceedings or otherwise) and with the copyright law in force. In all such cases an Accredited Party, the electronic media group, news website, News Broadcaster or any other person governed by these Terms will not undertake any act to obstruct, nullify or obviate the rights of the ACC under this provision.
3. Nothing contained in these Terms shall limit the rights of the ACC to exercise remedies available to it under law or contract for violations of these Terms, including for damages, specific relief and through potential immediate revocation, suspension or cancellation of media accreditation where, applicable. In addition to the ACC's and/or the Official Broadcaster's right to pursue such other remedies, the breaching hereby agrees to indemnify ACC and the Official Broadcaster's for any and all losses or damages as a result of the violation and breach of these Terms resulting from such unauthorised use.