

Football Federation South Australia

Media Terms of Accreditation

The completed, signed and dated accreditation application form (Form) and these terms (including any incorporated terms), form a legally binding contract (Agreement) between the person named on the Form (you) and Football Federation South Australia (FFSA).

If FFSA accepts your application, FFSA will notify you and forward a non-exclusive accreditation pass, appropriate to your specified form or forms of media.

The Accreditation is for the following football events only:

- matches played in the 2017 National Premier League South Australia, State League 1 & State League 2;
- Women's National Premier League South Australia & FFSA Women's State League;
- relevant Cup competitions associated with NPL, WNPL or State League, namely South Australian Qualifying Rounds of the Westfield FFA Cup, Women's Premier & State League Cup, Women's Division 1, 2 & 3 Cup & Women's Division 4, 5 & Collegiate League Cup & Junior Cup Competitions.
- FFSA Junior Competitions and MiniRoos Events and Competitions.
- FFSA Club Photographers may use their accreditation at any fixture their nominated Club is partaking in.

By applying to FFSA for accreditation for the Season, you agree to the following terms of this Agreement:

1. You warrant that the information provided by you on the Form is current, true and correct.
2. FFSA will not process any Form that: a. is not clear, signed or completed in full; or b. has not been received by FFSA before any applicable stated deadline.
3. FFSA reserves the right to not accept any Form in its absolute discretion.
4. 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 FFSA may result in rejection of accreditation.
5. The granting of an Accreditation by FFSA creates no right of ongoing accreditation and no expectation of future accreditation.

Terms of Use

6. The Accreditation is issued to you and is non-transferable.. Spot checks will be carried out at all venues at which Matches are played (Venues) throughout the Season. Your Accreditation is to be used in a manner which is respectful and professional. Misuse of Accreditation (including but not limited to inappropriate abuse of Club hospitality, use of Accreditation when not working, use of Accreditation by an unauthorised party or other inappropriate conduct), may result in ejection from

the Venue or your Accreditation being immediately revoked and possible rejection of future Accreditation, in FFSA's sole discretion.

7. The Accreditation is and remains at all times the property of FFSA, and FFSA may suspend or cancel Accreditation at any time in its sole discretion and need not provide reasons for the suspension or cancellation of Accreditation.

8. You acknowledge that access to the Venue is also subject to the discretion of the Venue operator or hirer other than FFSA (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. Subject to this Agreement, you will gain entrance to the Venue only upon presentation of your valid Accreditation and, if requested, proof of identity.

9. You must at all times whilst within the Venue display your Accreditation over your clothing within easy sight. If requested by an FFSA official, agent or contractor, while in the Venue, you must produce your Accreditation.

10. You must not carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by FFSA), which is visible at the Match and you must not do anything which brings FFSA, Football Federation Australia, affiliated clubs, the Match or the sport of football into disrepute.

Media

11. Print and Digital Written Media - Accreditation will provide access to all FFSA media areas at the Venue/s on Match days, including the press box and interview areas (where applicable). No access to the pitch or change rooms is permitted.

12. Photographers - Accreditation will provide access to all FFSA media areas at the Venue/s on Match days, including interview areas (where applicable).

a. 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: i. must not enter the field of play during the field of play. This procedure applies to all Venues; and

ii. Must remain as close as possible to the fence at all times to assist player safety. You and your camera cases and other equipment must be out of the way of players and officials.

b. 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.

c. 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 FFSA. 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.

d. FFSA may request a reasonable selection of your images from Matches. If you make these images available to FFSA, whether free of charge or otherwise, you grant FFSA an irrevocable, non-exclusive, non-transferable, royalty-free licence to use the intellectual property in these images in accordance with FFSA's objects and purposes (expressly excluding sale of images) including, but not limited to use in annual reports, websites, newsletters and publications. FFSA 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 FFSA with the license contemplated in this clause.

13. Broadcast Media (including Radio/TV/Smart-phones/Internet) - Accreditation will provide access to all FFSA media areas at the Venue/s on Match days, including the press box and interview areas (where applicable).

a. 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 during a game. This procedure applies to all Venues; and

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.

b. Any audio/visual recording of any Match in any form may be used only for private purposes or for editorial, news, or non-advertising purposes only to the extent of Match highlights. Audio/visual recordings may only be used for commercial purposes with the express prior written approval of FFSA. Such approval is at the sole discretion of FFSA, and will not be granted where the 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.

c. 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 Match or any part of it or from the Venue may be made without the prior written approval of FFSA, including agreement regarding the terms and conditions of broadcast rights granted.

d. FFSA may request a selection of any audio/visual recording from Matches, and the recording or footage shall be made available to FFSA at FFSA's expense. You grant FFSA an irrevocable, non-exclusive, non-transferable, royalty-free licence to use the intellectual property in these recordings or footages in accordance with FFSA'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 FFSA 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 FFSA with the license contemplated in this clause.

Students and FFSA Match Reporters

14. Student and Match Reporter Accreditation - FFSA may, in its discretion, provide Accreditation

to:

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

b. other persons who shall be accredited by FFSA for the sole purpose of providing FFSA with Match reports.

15. If accredited as a student or Match reporter under this clause 14, you must observe the general requirements of these Terms of Accreditation and in addition must comply with the following provisions

a. you 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, FFSA and the relevant clubs and such that none of the game of football, FFSA or the relevant clubs are brought into disrepute;

b. you are entitled to access all FFSA 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 following guidelines are observed:

i. the marked boundaries of the playing pitch at any Venue are not breached at any time before, during or after a game; and

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;

b. you are not permitted to broadcast (in any broadcast media including radio, television, smart-phone, 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 FFSA;

c. you 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 (in this clause, 'Materials') of the Match or from the Venue for any commercial or advertising purpose whatsoever, except with the prior written approval of FFSA. For the avoidance of doubt, commercial purposes include sale on the internet (including any social media platform), licensing, memorabilia or marketing; and

d. you must make available to FFSA all Materials from Matches, and in doing so grant FFSA an irrevocable, non-exclusive, non-transferable, royalty-free licence to the intellectual property in those Materials to use in accordance with FFSA'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 FFSA. You warrant you have the authority and relevant consents (including from your educational institution if relevant) to provide FFSA with the license contemplated in this clause.

Assignment of copyright

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

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

b. 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

c. 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 FFSA or its licensees or anyone authorised by or through FFSA or its licensees in any manner, anywhere in the world, as desired, without further payment.

Replacement, suspension or cancellation

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

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

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

Accreditation Conditions and Regulations

20. It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of an Accreditation that you agree to comply with

FFSA's applicable rules and regulations (including FFSA ticket conditions and Terms of Admission (available at the Venue) and the Spectator Code of Behaviour available on FFSA's website in the relevant Rules of Competition) and any other Venue conditions of entry imposed by the Venue Operator.

21. You must comply with the directions of FFSA 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 FFSA and the Venue Operator and you will be advised accordingly.

Liability

22. You agree:

- a. that you will carry out your Accreditation duties in accordance with this Agreement and the law;
- b. not to bring any claim or proceeding against FFSA, 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, FFSA excludes all liability to you in tort (including negligence), contract, bailment or under statute, for acts and omissions of FFSA (including its employees, officials, contractors or agents) arising out of or in relation to any Match or Venue or this Agreement;
- c. to indemnify and keep indemnified FFSA (including its employees, officials, and contractors) from and against all losses, damages, expenses, costs and claims incurred or suffered by FFSA 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 FFSA; and
- d. to safeguard your equipment or property (including personal property such as bags and money) and acknowledge that FFSA is not responsible for any lost, stolen or damaged property.

23. Except as provided in this clause 22, FFSA is not liable to you for any loss or damage you suffer as a result of any Match being cancelled, postponed or changed or access to the Venue or any part thereof being denied by the Venue Operator. FFSA 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 FFSA.

Privacy

24. The personal information that FFSA collects on the Form is collected in accordance with FFSA's privacy policy and the privacy regulations. The 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 FFSA partners. Further information on privacy is available on FFSA's website, and you may request access to personal information SA holds about you or request additional information regarding FFSA's Privacy Policy, or make a complaint, by sending an email to luke.sale@ffsa.com.au.

General

25. FFSA 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.

26. The dates, times, participating teams and the Venue of the Match may change without notice to you.

27. This Agreement:

- a. is governed by the law applicable in the State of South Australia and each party submits to the jurisdiction of the courts of that State; and

b. together with the Form, contains the entire agreement between FFSA and you in respect of its subject matter.

For further information, please contact FFSA's Media & Communications Manager, Luke Sale, on 08 8340 3088 or luke.sale@ffsa.com.au.