



Friday 19 February 2021

## **FULL TERMS AND CONDITIONS OF BASKETBALL VICTORIA MEDIA 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 Basketball Victoria (BV).

By applying for media accreditation, you are agreeing to comply to the terms of this Agreement. Any terms used but not defined in this Agreement, have the meaning given to them on the Form.

1. You warrant that the information provided by you on the Form is current, true and correct.
2. BV will not process any Form that is not clear, signed or completed in full
3. BV reserves the right to not grant accreditation in its absolute discretion and is not obliged to give reasons for any rejection. BV's decision is final and unsuccessful applicants cannot resubmit an application for accreditation for one year from the rejection..
4. If BV accepts your application, BV will notify you in writing and forward you an accreditation pass.
5. The Accreditation is issued to you and is non-transferable.
6. The Accreditation is and remains the property of BV and BV may suspend or cancel your Accreditation at any time.
7. You will gain entrance to Venues (and any designated media zones within the Venue) only with your presentation of valid Accreditation and, if requested, proof of identity.
8. If you are accredited as a photographer or videographer:
  - (a) Accreditation is granted for the sole purpose of enabling you to provide photographs, film or social media content 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; (
  - b) and if you take a photograph or record moving picture or audio, you must use that photograph, film, image or audio only for editorial, or non-advertising purposes and not for any other commercial purpose whatsoever. For the avoidance of doubt, commercial purposes include sale on the internet, licensing, memorabilia or marketing;
  - (d) you must not enter the Field of Play unless specifically directed that you are allowed to do so;
  - (f) you must at all times whilst creating photography, film or social media content on the baseline of a game at a Venue wear a high-visibility vest and your media accreditation pass;
  - (g) you must not carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by BV), and you must not do anything which brings BV, the event or basketball in general into disrepute.

### **Replacement, suspension or cancellation**

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

10. Any breach of these Terms of Accreditation may result in your Accreditation being suspended or cancelled and you will be evicted from Venues.

11. The suspension or cancellation of Accreditation by BV and your eviction from any Venue, is without prejudice to any other rights or remedies that BV 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 BV events.

### **Accreditation Conditions and Regulations**

12. You agree to comply with BV's By-laws, rules and regulations as well as any Venue or other conditions of entry and submit yourself to the jurisdiction of BV's Tribunal or other disciplinary body.

13. You must comply with the directions of BV, association or venue staff during games and or events.

### **Liability**

14. You agree:

(a) not to bring any claim or proceeding against BV its employees, agents or contractors for any damage, loss, injury or liability you may suffer in accessing any Venue or carrying out your duties. Except for liability that by law cannot be excluded, BV excludes all liability to you in tort (including negligence), contract or bailment, for acts and omissions of BV (including its employees, agents and contractors) arising out of or in relation to games or events or this Agreement;

(b) to indemnify and keep indemnified BV (including its employees, agents and contractors) from and against all losses, damages, expenses, costs and claims incurred or suffered by BV as a result of any breach of this Agreement by you and any willful, unlawful or negligent act or omission of you, except to the extent that such loss, damage, expense, cost or claim was caused by BV; and

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

15. BV:

(a) is not liable to you for any loss or damage you suffer as a result of games or events being cancelled, postponed or changed; and

(b) disclaims the existence of any common law duty of care to you; and

(c) will not replace your accreditation if it is lost, stolen, forgotten, damaged, forged or unreadable (unless, at BV's discretion)

## **Privacy**

16. The personal information that BV collects on the Form is used for the purpose of processing your request for accreditation. You may request access to personal information BV holds about you by sending an email to [media@basketballvictoria.com.au](mailto:media@basketballvictoria.com.au)

## **General**

17. BV 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.

18. The dates, times, athletes and Venues of the games and/or events may change without notice to you.

19. 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) is the entire agreement between BV and you in respect of its subject matter.