

# AUSTRALIAN PROFESSIONAL LEAGUES - 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 the Australian Professional Leagues ABN 95 869 867 692 (*APL*). By applying for accreditation, you agree to the terms of this Agreement.

- 1. You warrant that the information provided by you on the Form is current, true and correct.
- 2. APL will not process any Form that:
  - (a) is not clear, signed or completed in full; or
- (b) has not been received by APL before the Deadline.
- APL reserves the right to not accept any Form in its absolute discretion. APL's decision is final and unsuccessful applicants cannot resubmit an application for accreditation.
- 4. If APL accepts your application, APL will notify you in writing and forward you an accreditation pass with applicable access zones (*Accreditation*). Terms of Use
- 5. The Accreditation is issued to you and is non-transferable.
- 6. The Accreditation is and remains the property of APL and APL may suspend or cancel Accreditation at any time.
- 7. You will gain entrance to the Venue (and a zone within the Venue) with your ticket and/or on presentation of valid Accreditation and, if requested, proof of identity.

## Media and Photographs

- 8. From two hours before the start of the Match until 1 hour after the end of the Match, only the Host Broadcaster and other APL approved rights holding broadcasters are allowed to film or record any vision inside the Venue (including in the dressing rooms and on the field of play). For the avoidance of doubt, this means non-rights holders cannot record "stand-ups" with the crowd, Venue or Match in the background.
- 9. The Post-Match media conference is open to all news crews and non-broadcasting television and radio stations.
- 10. If you are a photographer, Accreditation is granted for the sole purpose of enabling you to provide photographs or images only to the Publication, or in the case of news agencies to bona fide publications that subscribe to your service. Except as provided by this clause 10, you are not permitted to sell or licence any rights in photographs or images to any third party. You must not record moving pictures or audio material at any time.
- 11. If you take a photograph, you must use that photograph or image only for editorial, private or non-advertising purposes and not for any commercial purpose whatsoever. For the avoidance of doubt, commercial purposes include sale on the internet, licensing, memorabilia or marketing.
- 12. As a Photographer, you are entitled to take team line-up photographs before the start of the Match in accordance with APL's timeframes. After this, you must remain behind the sponsor boards behind the goal lines at each end of the field of play. You must at all times whilst within the Venue wear an APL photographer's bib that must be prominently displayed and worn over your clothing. The photographer's bib must be returned at the end of the Match.
- 13. You must not carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by APL), which is visible at the Match and you must not do anything which brings APL, the Match or football into disrepute.

## Replacement, suspension or cancellation

- 14. Lost or stolen Accreditation must be immediately reported to APL in writing. APL may, in its absolute discretion, issue duplicate Accreditation and charge a replacement fee.
- 15. The suspension or cancellation of Accreditation by APL is without prejudice to any other rights or remedies that APL may have against you or your Organisation. Suspension of cancellation may also impact on rights to accreditation for you and your Organisation for future APL matches.

## **Ticket Conditions and Regulations**

- 16. It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a ticket that you and each subsequent holder of the ticket agrees with APL:
  - (a) not to resell or transfer, or attempt to resell or transfer, the ticket at a premium;
  - (b) not to use it for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; and
  - (c) not to bundle it with other goods or services, without APL's prior consent. If this condition is breached, APL may, in addition to any other remedy and even if the holder of the ticket did not have notice of the condition or the breach, deny the holder admission to the Match and retain the price of the ticket.
- 17. You agree to comply with APL's rules and regulations (including APL Terms of Admission (available at keepup.com.au/tickets) and the
  - National the Spectator Code of Behaviour (available at www.footballaustralia.com.au) and any venue conditions of entry.
- 18. You must comply with the directions of APL staff whilst in and around the Venue on Match Day.

# Liability

- 19. You agree:
  - (a) not to bring any claim or proceeding against APL for any damage, loss, injury or liability you may suffer in accessing the Venue or carrying out your duties; and
  - (b) to safeguard your equipment or property (including personal property such as bags and money) and acknowledge that APL is not responsiblefor any lost, stolen or damaged property.

## 20. APL:

- (a) is not liable to you for any loss or damage you suffer as a result of the Match being cancelled, postponed or changed;
- (b) disclaims the existence of any common law duty of care to you and any holder of the ticket; and
- (c) will not replace your ticket if it is lost, stolen, forgotten, damaged, forged or unreadable (unless you can demonstrate proof of purchase and identity acceptable to APL).

#### Privacy

The personal information that APL collects on the Form is used for the purpose of processing your request for accreditation. You may request
access to personal information APL holds about you by sending an email to <u>privacy@aleagues.com.au</u>. For full details of APLs Privacy Policy,
www.keepup.com.au/privacy-policy.

## General

- 22. APL 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.
- 23. The dates, times, participating teams and the Venue of the Match may change without notice to you.

## 24. This Agreement:

- (a) is governed by the law applicable in the state of New South Wales and each party submits to the jurisdiction of the courts of that state; and (b) is the entire agreement between APL and you in respect of its subject matter.
- 25. Any terms used but not defined in these terms, have the meaning given to them on the Form.