NSW Rugby League

Terms and Conditions of Media Accreditation: 2023 Season

1 January 2023

1. The NSWRL has the exclusive right to determine the Terms and Conditions on which media are granted access to Venues during a Rugby League season in relation to NSWRL Rugby League matches.

2. The Terms and Conditions of NSWRL Media Accreditation are designed to ensure that:

   (a) the importance of the media's role in informing the public is recognised;

   (b) working media are provided with the opportunity to assist in the accurate reporting of Matches;

   (c) there are clear levels of access for all accredited media representatives at Matches to facilitate a productive working environment.

   (d) there is mutual regard to the rights and obligations of media representatives, teams, players and officials and a respect for the competing needs of each party at any one time during an event.

   (e) there is respect for the commercial considerations of the sport, its broadcasting and commercial rights and the commercial rights of its participants.

3. Entry to all Rugby League Matches held in Venue by any person holding NSWRL Media Accreditation is subject to these Terms and Conditions. The Applicant holding NSWRL Media Accreditation accepts and understands these Terms and Conditions are binding.

General Obligations

4. All NSWRL Media Accreditation will be managed through the NSWRL in conjunction with the NRL. The NSWRL will issue NSWRL Media Accreditation in its absolute discretion and may impose such further Terms and Conditions on a NSWRL Media Accreditation in its absolute discretion. Once granted, the NSWRL may revoke an Accreditation at any time in its absolute discretion without being liable to compensate the Applicant or his or her employer.

5. The NSWRL has the right to grant or reject a request for NSWRL Media Accreditation in its absolute discretion. In exercising this discretion, NSWRL may have regard to any matters including:

(a) safety and security concerns;

(b) reasonable issues in relation to space;

(c) the need to ensure representation across all Media Organisations; and

(d) the reach of the Applicant's coverage.

The NSWRL never exercises its discretion on the basis of gender, race, or any matter that may contravene the principles of the Human Rights Commission.

6. Unless the following requirement is otherwise permitted or waived by NSWRL in its absolute discretion, NSWRL Media Accreditation will not be provided to anyone under the age of 18, and where the Applicant or Media Organisation have successfully acquired Accreditation through the provision of details to the contrary, the NSWRL may immediately revoke the NSWRL Media Accreditation in its absolute discretion.

7. All NSWRL Media Accreditation and entry at each Venue is subject to:

(a) the Event Conditions;

(b) the conditions of entry to a Venue;

(c) any additional credential conditions issued by the NSWRL; and

(d) any reasonable directions issued by the NSWRL.

(**collectively the Event Rules**).

The NSWRL in its sole discretion reserves the right to amended Event Rules from time to time.

8. Any breach of these Terms and Conditions or the Event Rules may result in the Applicant:

(a) being refused entry to, or be ejected from, the Venue;

(b) having his or her NSWRL Media Accreditation being confiscated and/or cancelled, and having any other NSWRL accreditation he or she may have for future Matches cancelled;

(c) having sanctions imposed against them including, but not limited to, being banned, prohibited, or disqualified from gaining future accreditation for any Match or other function played, promoted, or conducted under the auspices of the NSWRL or any NSWRL participating club; and

(d) where there is a serious or repeated breach by the Applicant, having that Applicant's employer's NSWRL Media Accreditation (as well as its other employees or contractors) being temporarily suspended.

9. The NSWRL reserves the right, in its absolute discretion, to immediately withdraw NSWRL Media Accreditation from any Applicant or Media Organisation where:

(a) the Applicant or Media Organisation repeatedly fails to follow the reasonable directions of the NSWRL or other Organiser under these Terms and Conditions or the Event Rules; or

(b) where the NSWRL considers it is no longer in the NSWRL's best interest for the Applicant to continue to hold NSWRL Media Accreditation.

Working with Children Check

10. An Applicant who covers, or intends to cover NSWRL competition Matches with Participants under the age of 18 is required to submit a WWCC with their application.

11. The NSWRL will deny the Applicant's NSWRL Media Accreditation if a WWCC is not submitted. A WWCC is to be submitted to the NSWRL before the Applicant's application for NSWRL Media Accreditation is considered.

12. The NSWRL in its sole discretion may deny, suspend, limit or cancel the Applicant's NSWRL Media Accreditation should the Applicant's WWCC be suspended, cancelled or it expires. On suspension, cancellation or expiry of a WWCC, the Applicant may not be permitted to enter a Venue under NSWRL Media Accreditation.

13. An Applicant whose NSWRL Media Accreditation has been suspended, cancelled or has expired may reapply for NSWRL Media Accreditation once a WWCC is obtained and submitted for NSWRL consideration.

Devices

14. NSWRL Media Accreditation devices remain the property of the NSWRL at all times. NSWRL Media Accreditation may not be on-sold, exchanged for fee or reward or other valuable consideration, or otherwise commercially dealt. If NSWRL Media Accreditation has been dealt with in contravention of this term, the Applicant will be refused entry or directed to leave any Match, and the Applicant may not be eligible for any future NSWRL Media Accreditation.

15. An Applicant must wear and display NSWRL Media Accreditation at all times within the Venue. Each Applicant must keep his or her NSWRL Media Accreditation safe and in good condition at all times, including not tampering or altering the device.

Behaviour

16. NSWRL Media Accreditation is issued on the condition that the Applicant only accesses the Venue for the purposes of News Reporting. The Applicant acknowledges and agrees that they/it will not engage in the direct provision of information to non-accredited parties for any reason other than News Reporting.

17. NSWRL Media Accreditation can only be used while representing the Media Organisation listed on the application, and only when the Applicant is required to by that organisation to be 'on duty' at a Match.

18. An Applicant is strictly prohibited from using NSWRL Media Accreditation to provide a guest access to a Venue or any restricted area within a Venue. Contravention of this Term will result in automatic confiscation of the Applicant's NSWRL Media Accreditation.

19. Each Applicant will conduct himself or herself in a way that will not cause offence to, or otherwise inhibit the enjoyment of, other media, rights holders, players, teams, or patrons at the Venue.

Indemnity and Risk

20. Each Applicant acknowledges and agrees that whilst within a Venue, the Applicant shall move in and around the Venue at their own risk.

21. The Applicant (and his or her employer), and each Media Organisation agrees to indemnify and hold harmless each of the Organisers against any loss, claim, expense or damage resulting from a breach of the Event Rules by:

    (a) the Applicant (whether or not the Applicant is acting within the scope of the Applicant's employment or contract with the employer);

    (b) the Applicant's employer; or

    (c) a Media Organisation,

    where that breach results in the revocation of NSWRL Media Accreditation.

22. The Applicant is required to provide a certificate of currency for:

    (a) public liability insurance ($20,000,000); and

    (b) workers compensation insurance as required by law.

News Content

Video, Audio, and Audio-Visual Material

23. Subject always to these Terms and Conditions, the Applicant, his or her employer and Media Organisations are prohibited from:

    (a) recording, broadcasting, transmitting, or assisting any person to record, broadcast, or transmit from within, or at a Venue by any means whatsoever including;

        (i) Video or other moving images; and
        (ii) Audio;

        in relation to a Match at a Venue; and

    (b) selling, licensing, distributing, or otherwise publishing, disseminating, or reproducing for any purpose (commercial or otherwise), whether in whole or in part, any Recording.

24. Subject Term 23, obtaining prior written approval from the NSWRL and subject to the Applicant and his or her employer complying with all reasonable directions of NSWRL representatives, the Applicant may record Video and/or Audio from the official NSWRL Match post-match media conference (if conducted).

Radio Broadcast

25. Radio or digital broadcasters interested in covering NSWRL competitions are required to enter into a non-exclusive radio broadcast agreement with the NSWRL. Contact ***shoneysett@nswrl.com.au*** for a copy of the agreement.

26. Following this process, one representative of the organisation can apply for media accreditation for all radio broadcast staff required to work at NSWRL competition matches.

General Prohibition on Commercial Use

27. The rights granted to the Applicant, their employer, and/or Media Organisation in relation to Text, Data, and Photography prohibit any Commercial Purpose or Commercial Use in all circumstances unless:

    (a) the NSWRL (in its absolute discretion) grants the Applicant, their employer, and/or Media Organisation prior written consent. For the avoidance of doubt prior consent includes but is not limited to Advertising and Promotional Materials, and Merchandising and Licensing; and

    (b) the payment of the License Fee as determined by the NSWRL (in its absolute discretion).

Text and Data

28. The Applicant will have a right to produce and publish Text; and capture, produce, and publish Data, relating to a Match at the Venue, subject to:

    (a) the publication of Text and Data being subject to the restrictions in Term 26; and

    (b) the understanding that Text and Data publication may not include Text updates or Text and data updates together, approximating live or continuous coverage for the duration or a substantial period of the Match.

Photography

29. The Applicant will have the right to take and publish Photographs relating to a Match taken within the Venue, subject to the restrictions in Term 26.

30. Photographs taken within a Venue may be transmitted to an outside Media Organisation for publication by that Media Organisation solely for News Reporting, provided that photographs are not published or updated:

    (a) at a rate and frequency of Photograph updates that equates to approximating live or continuous coverage for the duration or a substantial period of a Match; or

    (b) to simulate Video of a Match or a part of a match or anything that occurs within a Venue.

Distribution

31. An Applicant seeking Sporting Access for Photography may only take Photographs for the Media Organisation listed on the application. However, at the sole discretion of the NSWRL, this may be extended to other Media Organisations that are Related Companies within the meaning of the *Corporations Act 2001*.

32. Text and Data collected at the Venue by Media Organisations may be distributed to third parties, provided the Media Organisation ensures any third party use is not for Commercial Purposes or Commercial Uses and is consistent with the principles of genuine News Reporting.

33. Subject to Term 31, a Media Organisation distributing to a third party will instruct the third parties of the obligations which flow from these Terms and Conditions. The Media Organisation accepts responsibility of advising and for enforcing this provision with respect to third parties.

Archive

34. An Applicant, his or her employer, and Media Organisations are each prohibited from:

    (a) creating or developing a database or archive or any amount of Text or Data or Photographs; and

    (b) in any way exploiting such a database, for any purpose other than solely for News Reporting purposes by the Applicant, his or her employer, and Media Organisations only, including the provision of a statistical service (but may include basic statistics for the purposes of News Reporting) or data feeds, live or near-live scoring or any other feeds approximating live or continuous coverage for the duration or a substantial period of a Match.

35. A Media Organisation 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 into a syndicated news wire, may archive Text, Data, or Photographs (**Archived Material**) provided that:

    (a) the Archived Material is not used for any Commercial Purpose or Commercial Use without prior written consent of the NSWRL; and

    (b) access to and use of any Archived Material by the Applicant, his or her employer, Media Organisations, or any their subscribers and/or customers is solely for News Reporting purposes in accordance with these Terms and the Code;

36. An Applicant, his or her employer, and Media Organisations may permit their subscribers and/or customers to archive any Archived Material provided that;

    (a) the subscribers and/or customers are required to comply with these Terms and Conditions; and

    (b) the Applicant, his or her employer, and Media Organisations enforces Term 35 with respect to its subscribers and customers as a matter of its standard business practice.

Copyright

37. Nothing in these terms limits the rights of the Applicant, his or her employer, or a Media Organisation's rights pursuant to the *Copyright Act 1968* (Cth) (**Act**). Notwithstanding this, or any other provisions of these Terms, NSWRL reserves the right to take any action under the Act, and these Terms do not in any way limit the ability of the NSWRL to exercise those rights.

Definitions

Advertising and Promotional Materials means any advertisements and promotional materials and includes, but is not limited to, posters (other than those that form part of a newspaper or sports-related magazine of the same size and with print on the reverse and with no logos or designations of any third party), stickers, competitions, recordings, videos and films, advertisements, point-of-sale material.

Applicant/s means a person or entity applying or has been granted NSWRL Media Accreditation.

ARLC means Australian Rugby League Commission Limited.

Audio means and includes any sounds from within a Venue including any commentary or verbal description of a Match.

Club means any entity that operates a rugby league club that participates in a NSWRL competition.

Commercial Purpose or Commercial Use means any commercial purpose or commercial use and includes, but is not limited to:

(a) Advertising and Promotional Materials;

(b) Merchandising and Licensing purposes;

(c) any use in any manner that suggests an endorsement by or sponsorship of ARLC, NRL, NSWRL, Club, official rugby league activities, or any Participant;

(d) any use in connection with any third party or in any manner promoting or being associated with any third party unless with the prior written approval of NRL (which may be withheld in its absolute discretion);

(e) operating a statistics service; and

(f) Photographs being used by a non-Media Organisation on:

(i) a website or webpage or mobile device;

(ii) in a publication; or

(iii) via any other medium or on any technical platform including individual publications, webpages, digital platforms or print media;

for any purpose other than publishing of News Content including where that platform or medium is or will be genuinely and ordinarily used for the publication of News Content.

Data means and includes all data, information and statistics of whatever nature relating to a Match, Venues, attendees and any activities at the Matches or Venues.

Event Conditions means event conditions, as amended by the NSWRL and the Venue from time to time.

License Fee means the fee payable to the NSWRL by the Applicant, their employer, and/or Media Organisation for Commercial Purpose or Commercial Use of Text, Data and Photographs.

Match means all Rugby League matches including, but not limited to, of The Knock-On Effect NSW Cup, Harvey Norman NSW Women's Premiership, Jersey Flegg Cup, Ron Massey Cup, Denton Engineering Cup, Mojo Homes Illawarra Cup, Peter McDonald Premiership, Presidents Cup, Sydney Shield, UNE SG Ball Cup, UNE Harold Matthews Cup, Harvey Norman Tarsha Gale Cup, SLE Laurie Daley Cup, SLE Andrew Johns Cup, Men's Country Championships and Women's Country Championships.

Media Organisation means an organisation (either a News Agency or General Media) whose primary purpose is providing News Reporting by any technical platform including individual publications, news websites, digital platforms, radio and television broadcasters, print media and news agencies. Such an organisation will usually:

(a) play a significant role in informing the mass public;

(b) accept the responsibilities and ethics of journalism; and

(c) employ properly trained media personnel.

Merchandising and Licensing means any merchandise and licensed products including, but not limited to, memorabilia, collectors cards, calendars, clothing, packaging, posters, games (including computer games), software, and avatars.

News Agency means an organisation whose primary business is the syndication of news, rather than its publication.

News Content means content collected by a Media Organisation at a Venue that is not sold or produced or used for a Commercial Purpose or Commercial Use, namely:

(a) Text (such as factual articles, editorial opinion, blogs and tweets);

(b) Photographs (including in the form of photo galleries and iconic images);

(c) Data (in the form of scores, team lists and/or basic statistics); and

(d) a combination of two or more of the above forms.

News Reporting means the reporting of News Content by a Media Organisation.

NSWRL means New South Wales Rugby League Limited**.**

NSWRL Media Accreditation means permission for an Applicant to cover matches controlled by the NSWRL in both metropolitan Sydney and regional NSW. This includes, but is not limited to, The Knock-On Effect NSW Cup, Harvey Norman NSW Women's Premiership, Jersey Flegg Cup, Ron Massey Cup, Denton Engineering Cup, Mojo Homes Illawarra Cup, Peter McDonald Premiership, Presidents Cup, Sydney Shield, UNE SG Ball Cup, UNE Harold Matthews Cup, Harvey Norman Tarsha Gale Cup, SLE Laurie Daley Cup, SLE Andrew Johns Cup, Men's Country Championships, Women's Country Championship, and NSWRL finals series (including NSWRL Grand Final Day) Rugby League matches. For the avoidance of doubt any and all accreditations granted by the NSWRL does not grant accreditation to an Applicant to cover rugby league matches controlled by the NRL Telstra Premiership Matches (including finals series and Grand Final) and Representative Matches.

NRL means the National Rugby League Limited.

NRL Telstra Premiership Matches means competitions matches controlled by the NRL and played on a weekly basis.

Organisers means NRL, ARLC, NSWRL, Club, and/or Venue and each of their employees, officers, representatives, and agents.

Participants means the players, referees, on-field officials, and other representatives of NRL, ARLC, NSWRL or Club.

Photographs means any single still visual image and/or material or information capable of being converted into a still visual image relating to a Match, Venues, attendees and any activities at the Matches or Venues.

QRL means Queensland Rugby League Limited.

Representative Matches means representative matches run under the auspices of the NRL and/or ARLC including Auckland Nines, City v Country, Test, State of Origin, and All Stars (NSWRL does not provide media accreditation for these events).

Sporting Access means access to restricted areas of a Venue including the field of play and dressing rooms.

State means New South Wales Rugby League and Queensland Rugby League

State of Origin means the annual three match series played between the NSWRL and the QRL

Term means a term in this agreement.

Terms and Conditions means the terms and conditions as set out in this agreement.

Text means all forms of written material relating to a Match, Venues, attendees and any activities at the Matches or Venues (other than Data) and includes descriptions of play.

Venue means any Rugby League ground where a Match is played.

Video means any moving visual image or any series (being at least two) and/or any collection of single still images and/or information image or frame made available to simulate a moving visual image.

Working With Children Check means the NSW government legislated working with children check required for all individuals who will be working with children under the age of 18.

Anyone with an enquiry in relation to these Terms should email shoneysett@nswrl.com.au.