



Broadcast Rights Licence Agreement

New South Wales Rugby League Limited
ABN 11 002 704 761

[Insert name of Licensee]

ABN

Dated

2020

Parties

Name	New South Wales Rugby League Limited ABN 11 002 704 761
Address	12-14 Dawn Fraser Avenue, Sydney Olympic Park NSW 2127
Contacts and Emails	Tracie Edmondson / tedmondson@nswrl.com.au Stuart Honeysett / shoneysett@nswrl.com.au
Short name	NSWRL

Name	[Insert name of Licensee and ABN]

Address	_____
Email	_____
Contact	_____
Short name	Licensee

Background

- A. NSWRL is the governing body of rugby league in New South Wales and has the exclusive right to determine the terms on which broadcasters are granted licenses to Broadcast the Matches during a Rugby League season.
- B. The Licensee is a Community Radio Broadcasting Service that wishes to Broadcast Matches to the public, which has been issued a NSWRL Media Accreditation.
- C. NSWRL has agreed to grant to Licensee certain rights with respect to recording and broadcasting recordings of the Matches for the Licence Period and on the terms set out in this Agreement.

This Agreement witnesses

1. Definitions

In this Agreement:

Agreement means this Broadcast Rights Licence Agreement executed by the parties.

Approval Procedures means the procedures outlined in Schedule 2.

ARLC means Australian Rugby League Commission Limited ABN 94 003 107 293.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

Broadcast means a communication to the public delivered by a broadcasting service within the meaning of the Broadcasting Services Act.

Broadcast Rights has the meaning given to that term in clause 3.1.

Broadcasting Services Act means the *Broadcasting Services Act 1992* (Cth).

Claims means all manner of actions, causes of action, arbitration, debts, dues, costs, interest, demands, verdicts, judgments, fines and penalties, both at law or in equity or arising under the provisions of statute.

Club means any entity that operates a Rugby League club that participates in a NSWRL competition.

Communicate means make available online or electronically transmit, as defined in the Copyright Act.

Community Radio Broadcasting License has the same meaning as in the Broadcasting Services Act.

Community Radio Broadcasting Service has the same meaning as in the Broadcasting Services Act.

Consequential Loss means loss not arising naturally, that is according to the usual course of things, from a relevant breach, act or omission, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties at the time they entered into this Agreement, and includes loss of profit, loss of goodwill and loss of savings.

Copyright Act means the *Copyright Act 1968* (Cth).

Corporations Act means the *Corporations Act 2001* (Cth).

Intellectual Property Rights means all patents, registered designs, utility models, trade marks (including logos and trade dress), domain names, copyright, rights in databases, confidential information, know-how and trade secrets, and all other intellectual property (including all things recording that intellectual property) in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

Licence Period means **[1]** year from the date of this Agreement unless this Agreement is terminated earlier in accordance with clause 5.

Matches means all Rugby League matches including all competition round matches and final series matches of the Canterbury Cup NSW, Harvey Norman NSW Women's Premiership, Jersey Flegg Cup, Sydney Shield, Ron Massey Cup, Newcastle Business Plaza Cup, SG Ball Cup, Harold Matthews Cup, Harvey Norman Tarsha Gale Cup, Laurie Daley Cup, Andrew Johns Cup, Men's Under 23s and Women's Country Championships.

NSWRL Media Accreditation has the same meaning as in the Media Accreditation Guidelines.

Media Accreditation Guidelines means the terms attached at Schedule 1.

NRL means National Rugby League Limited ABN 23 082 088 962.

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

Purpose means the purpose of providing a Community Radio Broadcasting Service.

Rugby League means the rugby league football match series governed by NSWRL.

Schedule means a schedule to this Agreement.

Sound Broadcast has the same meaning as in the Copyright Act.

Sound Recording has the same meaning as in the Copyright Act.

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

2. Interpretation

2.1 Words and headings

In this Agreement, unless expressed to the contrary:

- 2.1.1 words denoting the singular include the plural and vice versa;
- 2.1.2 the word 'includes' in any form is not a word of limitation;
- 2.1.3 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- 2.1.4 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 2.1.5 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 2.1.6 a reference to a gender includes all other genders;
- 2.1.7 a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it; and
- 2.1.8 a reference to any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time.

This Agreement must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

If there is any conflict between the main body of this Agreement and the Schedule(s) (including without limitation the Media Accreditation Guidelines set out in Schedule 1 and the Approval Procedures set out in Schedule 2) comprising it, then the provisions of the main body of this Agreement prevail.

3. Licence

3.1 Broadcast Rights

NSWRL grants to the Licensee during the Licence Period, solely for the Purpose and subject to the terms of this Agreement, the non-exclusive right to:

- 3.1.1 make Sound Recordings of the Matches in whole or in part in any medium;
- 3.1.2 make free to air Sound Broadcasts of the Matches throughout Australia;
- 3.1.3 copy, reproduce, edit and restructure Sound Recordings of the Matches for inclusion in Sound Broadcasts; and
- 3.1.4 include excerpts of Sound Recordings of the Matches in other Sound Broadcasts; and
- 3.1.5 Communicate to the public Sound Broadcasts and Sound Recordings made pursuant to clauses 3.1.1 to 3.1.4,

(collectively, the **Broadcast Rights**).

3.2 Licensee acknowledgements

The Licensee acknowledges and agrees that:

- 3.2.1 the Broadcast Rights granted to the Licensee are subject to the Licensee being prohibited in all circumstances from:
 - (a) using Sound Broadcasts or Sound Recordings other than for the Purpose; and
 - (b) permitting the use (other than for the purpose set out at clause 3.2.2), whether themselves or by third parties, from using Sound Broadcasts or Sound Recordings in a manner that suggests an endorsement or sponsorship from NSWRL or any Participants;
- 3.2.2 there is a positive obligation on the Licensee to acknowledge NSWRL at least once per Sound Recording and/or Sound Broadcast as the grantor of the Broadcasts Rights;
- 3.2.3 the Broadcast Rights granted to the Licensee are subject to the Licensee maintaining NSWRL Media Accreditation and complying at all times with the NSWRL Media Accreditation Guidelines;
- 3.2.4 the Broadcast Rights granted to the Licensee are subject to the Licensee complying at all times with the Approval Procedures;

- 3.2.5 the grant of any further rights or benefits to the Licensee in relation to the Matches is at the absolute discretion of NSWRL, and the existence of this Agreement and the Broadcast Rights does not oblige NSWRL to grant or provide such further rights or benefits to the Licensee;
- 3.2.6 the Licensee may not sub-licence any of the Broadcast Rights at any time; and
- 3.2.7 NSWRL is not liable to the Licensee for any changes to the Matches, including any cancellation of the Matches and any changes to Venues.

3.3 Ownership of Intellectual Property Rights

The Intellectual Property Rights in each Sound Broadcast, Sound Recording or other work made under clause 3.1, or of a Match, vests in NSWRL upon creation, and the Licensee hereby assigns such Intellectual Property Rights to NSWRL on and from creation.

3.4 Access to recordings

The Licensee must provide NSWRL with a copy of all Sound Broadcasts and Sound Recordings of the Matches on written or verbal request by NSWRL.

4. Warranties

4.1 Licensee Warranties

The Licensee represents and warrants to NSWRL that:

- 4.1.1 it is authorised to enter into this Agreement;
- 4.1.2 it currently holds a Community Radio Broadcasting License and it will not breach any relevant legislation including the Broadcasting Services Act and the Copyright Act;
- 4.1.3 it will not use the name of NSWRL in any way which may damage the reputation or goodwill of NSWRL;
- 4.1.4 it will not subject the Sound Broadcasts or Sound Recordings licensed by this Agreement to any derogatory treatment; and
- 4.1.5 all Sound Broadcasts and Sound Recordings licensed by this Agreement will be truthful and accurate in all respects.

4.2 Exclusion of Implied Warranties

Any representation, warranty, condition or undertaking which (but for this clause 4.2) would be implied in this document by law, is excluded to the fullest extent permitted by law.

5. Termination

5.1 Consequences of Breach

Where the Licensee is in breach of any term of this Agreement, NSWRL may in its sole discretion terminate this Agreement immediately by notifying the Licensee, verbally or in writing, with such termination to take effect at the time such verbal communication was made or in accordance with clause 8 (Notice).

5.2 Termination for Conflict of Interests

If NSWRL determines, in its sole discretion, that the grant of the Broadcast Rights conflicts with or detracts from the rights or interests of NSWRL or Participant, advertiser, sponsor or other associate of NSWRL, NSWRL may terminate this Agreement immediately.

5.3 Termination by Notice

Either party may terminate this Agreement at any time by giving 5 days' notice in writing to the other party.

5.4 Consequences of Expiry or Termination

Upon expiry or termination of this Agreement for whatever reason the licences granted to the Licensee under this Agreement will automatically terminate.

5.5 Survival of clauses

Clauses 1 (Definitions), 2 (Interpretation), 5.4 (Consequences of Expiry or Termination), 5.5 (Survival of Clauses), 6 (Indemnity and Liability), 7 (Insurance), 8 (Notices), 9 (Governing Law) and 10 (General) and any other provision that expressly or by implication is intended to remain in force, survive expiry or termination of this Agreement.

6. Indemnity and liability

6.1 Licensee Indemnity

Subject to clause 6.2, the Licensee must indemnify and keep indemnified NSWRL, the Participants and each of their respective officers, employees, agents and subcontractors (each a **NSWRL Indemnified Party**) and pay on demand in respect of:

- 6.1.1 any Claims made upon or against any one or more NSWRL Indemnified Party; and/or
- 6.1.2 any damage, loss, cost, liability or expense (including reasonable legal costs and expenses on a solicitor and own client basis) suffered or incurred by any one or more of the NSWRL Indemnified Parties,

which arises out of or in connection with:

- 6.1.3 any wrongful or negligent act or omission by the Licensee; or
- 6.1.4 a breach of this Agreement by the Licensee, including as a result of any infringement or alleged infringement of the Intellectual Property Rights of NSWRL or any of the Participants.

6.2 No Consequential Loss

Notwithstanding anything in this Agreement to the contrary, neither party is liable to the other for Consequential Loss.

7. Insurance

- 7.1 At all time during the License Period, the Licensee must maintain, at its own expense and with reputable insurers, relevant insurance including:

- 7.1.1 of the types and to the levels expected of a broadcaster of sporting events;
 - 7.1.2 public liability insurance, with a minimum indemnity limit of \$20,000,000 for each and every claim; and
 - 7.1.3 worker's compensation insurance as required by law.
- 7.2 The Licensee must, upon written request from NSWRL, give NSWRL any information it reasonably requires concerning the scope of such insurance together with any relevant certificates of currency.

8. Notices

8.1 Service of Notice

Unless this Agreement states otherwise, a notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service; or
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service.

8.2 Particulars for Service

- 8.2.1 The particulars for service of each party are set out on page 1 of this document under the heading "Parties".
- 8.2.2 Any party may change the address or email address for service by giving notice to the other party.
- 8.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

8.3 Time of Service

A notice or other communication is deemed served:

- 8.3.1 if served personally or left at the person's address, upon service;
- 8.3.2 if posted within Australia to an Australian address, two Business Days after posting and in any other case, seven Business Days after posting;
- 8.3.3 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day; or
- 8.3.4 if sent by email, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient.

9. Governing law

This Agreement is governed by the law applying in New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

10. General

10.1 Variation

This Agreement may only be varied by a document executed by the parties.

10.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

10.3 Entire agreement and no reliance

This Agreement:

- 10.3.1 constitutes the entire agreement between the parties; and
- 10.3.2 supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Agreement.

10.4 Assignment

10.4.1 The Licensee may not:

- (a) sell, transfer, novate, delegate, assign, licence; or
- (b) mortgage, charge or otherwise encumber,

any right or obligation under this Agreement to any person without NSWRL's prior written consent.

10.4.2 NSWRL may assign its rights under this Agreement at any time without notice to the Licensee.

10.5 Liability

If a party consists of two or more people or entities, an obligation of that party binds each of them jointly and severally.

10.6 Severability

10.6.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

10.6.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

10.7 Waiver

The failure of a party at any time to insist on performance of any provision of this Agreement is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Agreement.

10.8 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

10.9 Survival and enforcement of indemnities

10.9.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

10.9.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

10.10 No merger

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

Schedule 1 Media Accreditation Guidelines

NSW Rugby League

Terms and Conditions of Media Accreditation: 2020 Season

1 January 2020

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. 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 may deny the Applicant's NSWRL Media Accreditation if a WWCC is not submitted, or may request a WWCC 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 (\$20,000,000.00); 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).

General Prohibition on Commercial Use

25. The rights granted to the Applicant, their employer, and/or Media Organisations in relation to Text, Data, and Photography are subject to each Applicant, his or her employer, and Media Organisation being prohibited in all circumstances from:
- (a) using Text, Data, and Photographs for any Commercial Purpose or Commercial Use whatsoever without the prior written consent of the NSWRL (which may be withheld at its absolute discretion), including in any Advertising and Promotional Materials, and Merchandising and Licensing; and
 - (b) permitting the use, whether themselves or by third parties from using Text, Data, and Photographs in a manner that suggests an endorsement or sponsorship from NSWRL or any Participants.
26. For the avoidance of doubt, this means that unless the NSWRL has provided written consent in advance, neither the Applicant, nor his or her employer, nor a Media Organisation shall not use, publish, disseminate, reproduce, sell, licence, or distribute for use or publication any Photographs, Text, or Data for any purpose other than News Reporting, with a particular prohibition on use, publication, dissemination, reproduction, sale, licensing, distribution, or publication of any Photographs, Text, or Data for Commercial Purposes or Commercial Use.

Text and Data

27. 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

28. 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.
29. 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

- 30. 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*.
- 31. 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.
- 32. 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

- 33. 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.
- 34. 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;

35. 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

36. 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.

Matches means all Rugby League matches including all competition round matches and final series matches of the Canterbury Cup NSW, Harvey Norman NSW Women's Premiership, Jersey Flegg Cup, Sydney Shield, Ron Massey Cup, Newcastle Business Plaza Cup, SG Ball Cup, Harold Matthews Cup, Harvey Norman Tarsha Gale Cup, Laurie Daley Cup, Andrew Johns Cup, Men's Under 23s 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:

- (d) Text (such as factual articles, editorial opinion, blogs and tweets);
- (e) Photographs (including in the form of photo galleries and iconic images);

- (f) Data (in the form of scores, team lists and/or basic statistics); and
- (g) 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 to an Applicant to cover matches controlled by the NSWRL. This includes but is not limited to Canterbury Cup NSW, Harvey Norman NSW Women's Premiership, Jersey Flegg Cup, Sydney Shield, Ron Massey Cup, Newcastle Business Plaza Cup, SG Ball Cup, Harold Matthews Cup, Harvey Norman Tarsha Gale Cup, Laurie Daley Cup, Andrew Johns Cup, Men's Under 23s and Women's Country Championships 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 the Nines, Test, State of Origin, and All Stars.

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 media@nswrl.com.au.

Schedule 2 Approval Procedures

1. General Conditions

1.1 Weekly Broadcast Schedule

1.1.1 The right to exercise the Broadcast Rights is subject to the prior approval of:

- (a) NRL and/or Club (as determined by NSWRL); and
- (b) NSWRL,

of the Licensee's weekly broadcast schedule that details the Licensee's planned use of the Broadcast Rights for the relevant upcoming week(s) (**Weekly Broadcast Schedule**).

1.1.2 The Licensee must provide to NSWRL at least **[10]** Business Days before the week the subject of the Weekly Broadcast Schedule:

- (a) evidence of approval from NRL and/or Club of the Weekly Broadcast Schedule; and
- (b) the Weekly Broadcast Schedule,

for approval that will be given at its sole discretion and subject to NSWRL receiving the approval referred to under clause 1.1.2(a).

1.1.3 NSWRL will notify the Licensee by email whether its approval is given in respect of the Weekly Broadcast Schedule under clause 1.1.2.

1.2 Access

Neither NRL, Club nor NSWRL are under an obligation to grant the Licensee physical access to Matches and Venues and the Licensee may be denied permission to physically access such Matches and Venues at any time by NRL, Club or NSWRL.

1.3 Seating requests

Following receipt of NSWRL approval under clause 1.1.3, the Licensee must contact the media manager of the home Club at least **[6]** Business Days prior to Matches to request seating for relevant Matches.

1.4 Priority

At all times for the duration of the Licence Period, official radio broadcasters, as determined by NSWRL, will have priority over the Licensee to access radio facilities at Matches and Venues.

1.5 Parking request

1.5.1 NSWRL is not responsible for providing parking to the Licensee at Venues.

1.5.2 Club media managers handle parking requests at Venues and any decisions in relation to the provision of parking are at their sole discretion. Accreditation does not guarantee parking.

1.6 Accreditation

- 1.6.1 For the avoidance of doubt, NSWRL Media Accreditation that is required to be held by the Licensee pursuant to clause 3.2.3 of the Agreement, is granted only to the Licensee and any employees and/or representatives of the Licensee specified in such NSWRL Media Accreditation.
- 1.6.2 The NSWRL 2020 media pass provided to the Licensee by NSWRL as evidence of NSWRL Media Accreditation must be worn at all times at Venues and Matches by the Licensee and any employees and/or representatives of the Licensee.

1.7 NSWRL Finals Series

- 1.7.1 NSWRL media will liaise with Licensees for the finals series with access to be determined on a week-to-week basis relating to the venue and broadcast right requirements by the NSWRL in its sole discretion. For the avoidance of doubt, a licensee may not be granted access to a NSWRL final's match.
- 1.7.2 All Licensee employees or personnel requiring on-field access will require NSWRL approval in its sole discretion. For the avoidance of doubt the NSWRL may deny or remove on-field access in its sole discretion at any time.

2. Canterbury Cup NSW games played as curtain-raisers to NRL Matches

- 2.1 If the Licensee wishes to exercise the Broadcast Rights in relation to a game that is part of the Canterbury Cup NSW in 2020 that is played as a prelude to any Matches, the Licensee must:
 - 2.1.1 detail the Licensee's planned use of the Broadcast Rights in relation to such game (**Intrust Curtain-Raiser Broadcasts**);
 - 2.1.2 obtain approval of the Canterbury Cup NSW Curtain-Raiser Broadcasts from NRL by contacting the NRL media manager at the details below:

Name: Glenn Jackson
Email: gjackson@nrl.com.au
Phone: 0402 048 868
 - 2.1.3 subject to obtaining NRL approval under clause 2.1.1, obtain approval of the Canterbury Cup NSW Curtain-Raiser Broadcasts from the media manager of the Club of the home team of the relevant game (i.e. if the Blacktown Workers Sea Eagles are playing at home, the Licensee will be required to contact the Manly Club media manager who will grant/deny approval); and
 - 2.1.4 subject to obtaining NRL approval and Club approval under clauses 2.1.3 and 2.1.1, contact NSWRL by email at least **[10]** Business Days before the relevant Match, providing:
 - (a) evidence of approval from NRL and the Club of the home team of the Canterbury Cup NSW Curtain-Raiser Broadcasts; and
 - (b) the Canterbury Cup NSW Curtain-Raiser Broadcasts,
 for NSWRL approval that will be given at its sole discretion.
 - 2.1.5 NSWRL will notify the Licensee by email whether its approval is given in respect of the Canterbury Cup NSW Curtain-Raiser Broadcasts under clause 1.1.22.1.4.



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- 3. Canterbury Cup NSW stand-alone games (not before NRL Matches)**
- 3.1 If the Licensee wishes to exercise the Broadcast Rights in relation to a game that is part of the Canterbury Cup NSW in 2020 that is not played as a prelude to any Matches, the approval process under clause 1.1 will apply to the exercise of the Broadcast Rights.
- 3.2 The approval required by the Licensee under clause 1.1.1(a) will be Club approval only.



Signing Page

Executed by the parties as deed.

Executed by New South Wales Rugby League)
Limited ACN 002 704 761 in accordance with)
s 127(1) of the *Corporations Act 2001*:)

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

Executed by)
)
_____)

ACN

in accordance with s 127(1) of the *Corporations Act 2001*:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name