



## **MEDIA ACCREDITATION TERMS & CONDITIONS**

### **General**

1. These Media Accreditation Terms & Conditions (the “**Terms**”) apply to all accredited persons (each an “**Accredited Party**”) and their employers / principals with respect to any Pepsi IPL 2013 match (“**Match**”).
2. BCCI-IPL reserves the right to reject, at its sole and absolute discretion, applications for media accreditation, without assigning any reason whatsoever.
3. BCCI-IPL reserves the right to request submission of additional evidence of recently published work in further support of any application for accreditation. Similarly, once accreditation has been issued, accredited media personnel may be asked to substantiate their cricket coverage by providing evidence of their published work in order to retain accreditation.

### **Accreditation Terms for Media Groups**

1. Only one reporter/sports reporter per publication, and as recommended by the Editor/Sports Editor of such publication, will be given accreditation at a Match venue, unless otherwise agreed. National dailies may receive up to two accreditations if there is sufficient space.
2. Only one reporter per recognised news agency will be given accreditation at a Match venue, unless otherwise agreed. Only one photographer per recognised news agency will be given accreditation at a Match venue, unless otherwise agreed.
3. An open and flexible accreditation process will be followed in case of the above clauses, subject to availability of space and at the discretion of the BCCI-IPL.
4. Only one pair (reporter + cameraperson) representing a recognised electronic media group will be given accreditation, unless otherwise agreed. Access to a Match venue with a moving picture camera on a Match-day will be prohibited and the cameraman shall comply with all reasonable and lawful requests of BCCI-IPL in this respect.

5. Only one photographer representing a recognised print media publication (national as well as regional) will be accommodated on a Match-day inside the Match venue. One more photographer from such publication may be accommodated upon request, subject to reasonable availability of space.
6. Accredited electronic media personnel will be provided with a LIVE feed of the post-Match press conference. For the sake of clarity, no camera equipment will be allowed inside the press conference room on a Match-day.
7. Reporters for websites, radio channels, electronic news agencies, production houses and representatives of agencies whose primary business involves the commercial sale and licensing of images/photographs rather than the supply of images/photographs to news publications for *bona fide* editorial purposes, will not be granted accreditation.

#### **Formalities pre- and post- accreditation**

1. Every application for accreditation will have to be accompanied by one photograph of the applicant.
2. Every application will have to be accompanied by a covering letter signed by the editor / sports editor or other relevant representative of the concerned publication / channel, agreeing on behalf of the relevant media organisation to be bound by these Terms.
3. The accreditation cards will have to be collected in person by the applicant, at the Match venue hosting the first Match that he / she will be covering, as indicated by him / her in the application form, on or before the deadline specified in the application form.
4. All reporters/journalists holding accreditation cards (approved to attend the Match in question) will have to register with the Media Team at the Match venue on the day of the Match.
5. Persistent non-attendance at Matches that an Accredited Party has applied for may result in such Accredited Party's accreditation being revoked.
6. Media personnel will be permitted entry to the Match venues on Match-days and practice days only upon production of their accreditation cards. At all times while within the Match venues, the Accredited Party shall wear the accreditation card and ensure that such card is visible at all times, shall not tamper with or obscure the accreditation card and shall return the accreditation card to the BCCI-IPL immediately upon request or otherwise at the conclusion of the Tournament.

#### **Accreditation Terms for Photographers**

1. The Accredited Party shall not use his/her accreditation at any time, whether now or in the future, for any Commercial Purpose (as defined below) except for his/her publication or syndication service or, in the case of an authorized News Agency, for their clients/customers in accordance with these Terms (save in respect of the exercise of any rights which have been expressly granted by the BCCI-IPL herein).
2. The Accredited Party may, notwithstanding paragraph 1 above and provided that he/she is an Accredited photographer, originate still photographic pictures of a Match for editorial use on or in print media, websites and within news services such as syndication services and in the case of a news agency for their clients/customers provided that:
  - (i) They appear as still images (and not as moving images to emulate broadcast);
  - (ii) The still images are published as captured or with adaptation but without deliberately removing, replacing or obscuring any logo of a sponsor of the DLF IPL, a team, a player or at the Match venue; and
  - (iii) The still images are used only for *bona fide* editorial purposes and are not used for any Commercial Purpose (as defined below).
3. Photographs taken within the Match venue by an Accredited Party may be transmitted from the Match venue to an outside agency for publication (by that agency or any third party recipient):
  - (i) in printed newspapers, sports-related magazines, news magazines or other magazines (only for editorial purposes) or only with the prior written approval of the BCCI-IPL, unless otherwise agreed;
  - (ii) websites may use a reasonable number of stills.
4. Photographs of Match action or photographs taken at the Match venue taken by an Accredited Party may not be used in any manner that suggests an endorsement or “sponsorship” of the Tournament, or any team participating in the Tournament, in each case by any third party which, for the avoidance of doubt, shall include the use of any photograph in connection with, or in the same creative as, any third party, name brand or logo (e.g., promoting the photograph as the “XYZ pic of the day” or in any way including any corporate logo or other designation of any third party in close proximity to the photograph (including within the photograph) or in any other way that would in any manner suggest any association between that third party and the photograph or subject of the photograph).
5. The Accredited Party and his/her employer and/or principal (if any) agree that the photographs must not be used in any commercial activity whatsoever without the prior

written consent of the BCCI-IPL (which may be withheld in its absolute discretion), including without limitation in or on:

- any calendar;
- packaging;
- collector cards;
- posters;
- stickers;
- pop-up, stand-up or other cards;
- competitions;
- recordings;
- videos and films;
- advertisements, promotional and point-of-sale material;
- games (including computer games);
- software;
- avatars;
- merchandise; or
- websites (other than those websites that use the photographs for editorial purposes only).

It is clarified that posters in newspapers, meant for promotion of editorial coverage, shall not be included in the above definition.

6. Under no circumstance shall the Accredited Party and/or his/her employer and/or principal be able to use (or cause or permit to be used by any third party) any such photographs in any book where such photographs include (i) any trademarks, logos or other intellectual property of the BCCI-IPL or (ii) an image of any participant in any Match played within or at a Match venue, unless all clearances and consents have first been obtained in writing from the BCCI-IPL and/or such participants, as the case may be.
7. The Accredited Party and/or his/her employer and/or principal will not knowingly sell or supply any such photographs to any third party who intends to use any photograph for a Commercial Purpose or Commercial Use (each as defined below) and the Accredited Party and/or his/her employer and/or principal will procure the prior written agreement of any third party to whom the Accredited Party and/or his/her employer and/or principal sell, licence, and/or supply any Photograph not to use any such Photograph for a Commercial Purpose or a Commercial Use (each as defined below).
8. For the purposes of these accreditation guidelines:

**“Commercial Purposes”** include, but are not limited to:

(a) promotions or any promotional materials (other than the promotion of editorial coverage of cricket Matches and/or series in newspapers, magazines and broadcast and

other editorial service, and point-of-sale promotion for such coverage as long as such point-of-sale promotional materials are not sold or distributed to members of the public and provided always that such promotional activity shall not be conducted through mobile devices);

(b) advertising (including advertorials); or

(c) merchandising purposes, including all the activities listed in clause 5 above, as well as animations, avatars and invitations.

**“Commercial Uses”** include, but are not limited to:

(a) subject to these Terms, any use that generates financial value to the person or organisation using the content solely as a result of such use; or

(b) any use that in any manner that suggests an endorsement by or sponsorship of the Tournament, any team participating in the Tournament or any member of a participating team; or

(c) any use in connection with any third party or in any manner promoting or being associated with any third party.

### **Terms relating to Audio-visual Broadcasting**

#### **Accreditation Terms for Electronic Media**

1. Only one pair (reporter + cameraperson) representing an electronic media group will be given accreditation, unless otherwise agreed.
2. Accredited reporters of News Broadcasters (as defined below) will be given a seat in the main press box, subject to availability of space. Accredited reporters may be accommodated in any other enclosure on account of lack of space in the main press box. For the purpose of these Terms, News Broadcasters shall mean any broadcasters registered under the category of “News and Current Affairs” channels under the Ministry of Information and Broadcasting’s “Downlinking Guidelines”.
3. There will be no bar on players speaking to accredited reporters of News Broadcasters when the Tournament is being played, as long as the interviews are conducted as per the BCCI-IPL guidelines.
4. The limitations on use of photographs on websites contained above shall apply equally to News Broadcasters’ own websites.
5. Accredited camerapersons will not be permitted entry into the venue on a Match-day and will only be allowed access to an Audio-Video Distributor at the end of the Match,

from which they will be able to acquire a 'live' feed of the post-Match media conferences.

6. Accredited camerapersons will be allowed to enter the venue and cover the pre-Match media conferences and practice sessions on practice days. However, a 'live' telecast of the media conferences and practice sessions will not be permitted.

### **News Access Guidelines**

The Pepsi IPL 2013 News Access Guidelines ("**News Access Guidelines**") issued alongside these Terms are incorporated by reference in their entirety into these Terms. For the sake of clarity, any breach of the News Access Guidelines by an Accredited Party, news agency, electronic media group, News Broadcaster or any associated and unassociated third party acting on its behalf shall constitute a breach of these Terms.

### **Enforcement of Terms**

The BCCI-IPL retains and, to the extent required, is hereby granted by the relevant copyright owner of content governed by these Terms, the rights to enforce compliance by an Accredited Party, news agency, electronic media group, News Broadcaster and associated and unassociated third parties acting on its behalf with these Terms (whether by means of anti-infringement actions, legal proceedings or otherwise) and with the copyright law in force. In all such cases an Accredited Party, the electronic media group, News Broadcaster or any other person governed by these Terms will not undertake any act to obstruct, nullify or obviate the rights of the BCCI-IPL under this provision.