



**BCCI**

## **ACCREDITATION TERMS & CONDITIONS FOR MEDIA**

**2012-13**

### **General**

1. These Accreditation Terms & Conditions for Media (“**Terms**”) apply to all accredited persons and their employers / principals with respect to any BCCI match (“**Match**”) from all home series (“**Series**”) during the 2012-13 season (“**Season**”).
2. BCCI reserves the right to reject, at its sole and absolute discretion, applications for media accreditation, without assigning any reason whatsoever.
3. BCCI 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.
4. Only one pair (reporter + cameraman) 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 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. Electronic media 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 and production houses will not be granted accreditation.

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

1. Every application for accreditation will have to be accompanied by two photographs 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 marked in the online form, on or before the deadline specified in the application form.
4. All journalists holding accreditation cards (approved to attend the Match in question) (“**Accredited Party**”) will have to register with the BCCI 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 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 / staging association immediately upon request or otherwise at the conclusion of the Series or Season, as relevant.

### **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 authorised 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 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:
  - (a) The images appear as still images (and not as moving images to emulate broadcast);
  - (b) The still images are published as captured or with adaptation but without deliberately removing, replacing or obscuring any logo of a sponsor of the BCCI, a team, a player or at the Match venue; and
  - (c) 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, 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 Match, Series or Season, or any team participating in the Match, Series or Season, 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 (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 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 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 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, 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 suggests an endorsement by or sponsorship of the Match, Series or Season, any team participating in the Match, Series or Season 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.

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

1. Only one pair (journalist + cameraman) 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.
3. There will be no bar on players speaking to accredited reporters of News Broadcasters (as defined below) when the Series is being played, as long as the interviews are conducted as per the BCCI guidelines.
4. The limitations on use of photographs on websites contained above shall apply equally to News Broadcasters' own websites.

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

In all territories other than India, unless otherwise permitted by applicable laws or regulations in the country of transmission, no more than 90 (ninety) seconds of Footage per Match may be featured by a non-rights holder news and current affairs broadcaster in any single News Programme/bulletin, and any such Footage featured in a single News Programme/bulletin may not be shown during the live broadcast of the Match from which the Footage has been obtained (each as defined below).

### ***Regulations for News and Current Affairs Broadcasters in India for Audio Visual Broadcasting (the "Regulations")***

These Regulations are solely for all News Broadcasters (whether or not an Accredited Party) registered under the category of "News and Current Affairs" channels under the Ministry of Information and Broadcasting's "Downlinking Guidelines" ("**News Broadcasters**").

#### ***A. Policy Objectives***

These Regulations for the Season, including all Series which form a part thereof, are designed to permit and promote broad distribution of news relating to the Matches comprised in the Season whilst protecting the integrity of the official broadcaster ("**Official Broadcaster**") licensed by the BCCI.

News Broadcasters shall not be permitted to broadcast, transmit, distribute and/or stream any sound or images (or a combination of them) anywhere in the world in connection with any of the Season's Matches (including all in-stadia events and ceremonies Pre-Match, between innings and Post-Match) other than as explicitly permitted under these Regulations.

#### *B. Introduction*

These Regulations have been framed on the basis of well-established fair use principles upheld by the Hon'ble Courts in India. News Broadcasters may use footage from the telecast of the Series by the Official Broadcaster, without payment to the Official Broadcaster or the BCCI, within the below specified limits and parameters. Other channels and in particular sports channels or sports news/programmes on sports channels are not permitted to use any Match footage from the Series or Season.

The Official Broadcaster shall permit the transmission of any audiovisual footage relating to the Series by News Broadcasters via traditional television transmission media such as terrestrial, cable and satellite on linear, regularly scheduled news bulletins only. Any other transmission, delivery, distribution or streaming is prohibited except to the extent and manner explicitly permitted in these Regulations.

Usage of Footage and Archive Footage by the News Broadcasters shall be monitored by and on behalf of the Official Broadcaster and BCCI.

#### *C. Other Definitions*

For the purposes of these Regulations, the following capitalized terms shall have the following meanings:

“**Archival Footage**” means audio-visual or visual-only footage of Match play from any of the previous seasons as listed in Schedule 1;

“**BCCI**” means the Board of Cricket Control of India – the Owner Organisers and Licensors of the Season

“**Event**” means a Match or Series, as the context requires.

“**Event Marks**” means all BCCI or Official Broadcaster proprietary marks and logos designated and notified by BCCI or Official Broadcaster for use in relation to the Event such as the Event logo(s), the Event names, the mascot(s), the trophy, the Event slogan (if any), and Event music and theme selected by BCCI;

“**Footage**” means all live signals (including all audio, visual and audiovisual material) and recorded audio, visual and audiovisual material, in either case relating to any Match including, without limitation, unilateral footage, stump/wicket and/or helmet camera footage and

microphone output and any interview with any player or others included in the live broadcast coverage of the Match as well as Pre-Match and Post-Match footage from within the stadium.;

“**Fresh Footage**” means any Footage (other than Archival Footage) broadcast for the first time (premier) by a News Broadcaster;

“**Match**” means any cricket match forming part of the Series that commences with the tossing of the coin till five minutes after the last delivery has been bowled; The terms “**Pre-Match**” and “**Post-Match**” shall be construed accordingly and shall include, without limitation, pre- and post- match entertainment within the relevant stadium premises on the day of the match.

“**News Cycle**” is defined as 18 hours from 6 am to midnight Indian Standard Time; and

“**News Day**” is defined as the period of 24 hours from the commencement of the Match concerned.

“**News Programmes**” means the regular scheduled daily news bulletins of the News Broadcasters which contain current news and affairs of regional, national and/or international importance and shall include any sports news segment as part of such scheduled news bulletins provided that in all such bulleting the actual local, regional, national or international news elements constitutes the main feature(s) of the programming; however it is clarified that such programmes shall specifically exclude any programming including but not limited to sports magazine, sports review/analysis, feature, editorial and/or discussions;

“**Official Broadcaster**” means ESPN Star Sports (through Star India Private Limited, being the official rights holder of the BCCI Events).

D. *Use of Fresh Footage*

(a) Subject always to paragraphs G and H below, News Broadcasters may broadcast a maximum of 5.5 minutes of Fresh Footage per News Day strictly in their News Programmes provided always that:

- (i) not more than a maximum of 2 minutes of such Fresh Footage may be broadcast per hour of broadcasting; and
- (ii) the number of repeats of any such Fresh Footage as per (i) supra is restricted to a maximum of 2 exhibitions per hour of broadcasting.

(b) The use by a News Broadcaster of live Footage is not permitted at any time under any circumstances. There must be a minimum of at least 60 minutes delay following the live broadcast of any Footage by the Official Broadcaster before any extract of such Footage may be used by the News Broadcaster pursuant to paragraph (a) above.

(c) The use by a News Broadcaster of Pre-Match and Post-Match Footage is not permitted at any time under any circumstances except for a maximum aggregate of one minute that shall be comprised within the ceiling of 5.5 minutes per paragraph (a) *supra*.

E. *Use of Archival Footage*

Subject always to paragraphs G and H below, News Broadcasters may broadcast a maximum of 6 minutes of Archival Footage per News Day in their News Programmes, provided always that:

- (i) a maximum of 2 minutes of the Archival Footage may be used per hour of broadcasting; and
- (ii) the number of repeat exhibitions of the Archival Footage per (i) *supra* should be limited to four per News Day with not less than a 2 hour interval between each exhibition.

F. *Technical Parameters*

Footage must be taped off air by the News Broadcaster for use in compliance with these Regulations. Should a News Broadcaster wish to capture Footage directly from the Official Broadcaster's satellite feed coordinates for this purpose, the Official Broadcaster should be contacted for relevant permission.

G. *Commercialisation and Appropriate Use*

(a) The use of Fresh Footage pursuant to paragraphs D above and the use of Archival Footage pursuant to paragraph E, is strictly limited in each case for use within News Programmes only. No use of Fresh Footage and/or Archival Footage is permitted in any circumstances for any commercial purposes. News Broadcasters are allowed live video streaming of their news channels only on their official nominated websites and as long as it is a simulcast of the entire channel as aired on the News Broadcaster's television news channel and is not broadcast online on-demand, in a deferred manner or provided as highlight packages or clips. Subject to the aforementioned, News Broadcasters shall not display deferred or Archival Footage, whether as part of news bulletins or otherwise, on their own website(s) or via their account or page on a third-party video-upload site such as YouTube, DailyMotion, Facebook, etc.

(b) For the avoidance of doubt, a News Broadcaster may commercially exploit a news and/or sports and/or current affairs and/or other programme within which Fresh Footage and/or Archival Footage is broadcast as a whole, in the regular course, through normal advertising breaks usual in programming of news channels, provided always that, except as permitted pursuant to paragraph H, no advertising, sting, logo, graphic and/or any other commercial (morphing) activity occurs immediately before, immediately after or during the Fresh Footage and/or Archival Footage and no association is created, suggested or implied between the use of Fresh Footage and/or Archival Footage and any third party brand or product. To clarify further,



no programme, bulletin or segment (whether a news or sports bulletin, special programme or promotional programme) that uses Fresh Footage and/or Archival Footage may be promoted as Series programming, have a 'title' sponsor or other sponsor and no advertisement may be used or repeated during the programme in such a manner as to create, suggest or imply an association between the advertiser and the Footage, the BCCI, the Official Broadcaster or the Event.

(c) No News Programme may be presented in a manner which does or has the potential to devalue the valid commercial interests of the Official Broadcaster. No News Broadcasters shall syndicate, sell or lend out Footage to other News Broadcasters or other non-rights holders in any territory worldwide in lieu of a monetary consideration or otherwise in kind or barter.

(d) News Broadcasters shall not infringe, or facilitate the dilution or infringement of the rights of any third party either domestic or overseas who is officially associated with the Series and in this regard the News Broadcaster may not, without limitation, alter Footage in any way so as to remove, change or obscure any advertising or commercial messages appearing in the original Footage (including, by way of example and without limitation, any venue signage) and shall have effective geo blocking restrictions in place so as to remain in compliance with its legal, contractual and licensing obligations.

(e) The Match, Series or the Season or any part thereof shall not be broadcast by News Broadcasters on interactive services or media such as News Active or Sports Active or the like which would allow the viewer to make a viewing choice within a channel and to thereby view at times other than when broadcast as part of a News Programme as set out hereunder.

(f) News Broadcasters are not permitted to merge Archival Footage with Fresh Footage to make a new clip/compilation in the form and style of a collage or otherwise. Any Archival Footage merged with Fresh Footage shall be treated as Fresh Footage and account towards the overall permissible limits of using Fresh Footage under paragraph D above. News Broadcasters cannot use the Footage, permitted as per these Regulations, to make their own compilation or mix the Footage with footage from other television events, sports events, documentaries, interviews out of the context of the Series, etc. The Footage and the Archival Footage must be used "as is" without alterations or modifications and subject only to editing to meet time constraints for news bulletins.

(g) News Broadcasters may not provide regular or real-time score updates in relation to any Match with any advertising, sting, logo, graphic or any other commercial (morphing) activity carried out immediately before, immediately after or during such score update, and no association may be created between such score update and any third party brand or product. Further, no commercial association may be created during the broadcast by the News Broadcasters of any 'player-of-the-day', 'event-of-the-day', 'image-of-the-day' or like feature relating to the Series.

#### *H. Credit and Acknowledgments*

(a) Courtesy bugs acknowledging BCCI and the Official Broadcaster must be pasted by the News Broadcaster, with due prominence, throughout the broadcast of any Fresh Footage and/or Archival Footage.

(b) News Broadcasters must use the correct name of the Event and the Event Logo in any and all broadcasts in which the Event is mentioned or referred to, whether or not including the broadcast of any clips of Fresh Footage and/or Archival Footage. For the avoidance of doubt, there should not be any direct commercial association created, suggested or implied between any third party brand or product and any Event Marks.

(c) In the event that the Event logo or the Official Broadcaster's logo should be covered by the logo of the News Broadcaster, the News Broadcaster must include a courtesy line extended at the bottom of, or elsewhere, on the screen.

#### *I. Enforcement*

(a) News Broadcasters may only use Footage as above without financial obligation to BCCI or the Official Broadcaster. Any use beyond as permitted under these Regulations, if not under a prior bilateral agreement between the relevant News Broadcaster and the Official Broadcaster, will be treated as a violation. BCCI and the Official Broadcaster may exercise all available remedies, including possible suspension of media accreditation.

(b) BCCI and the Official Broadcaster retain and, to the extent required, are hereby granted by the relevant copyright owner governed by these Regulations, the rights to monitor and enforce compliance by News Broadcasters and associated and unassociated third parties with these Regulations (whether by means of anti-infringement actions, legal proceedings or otherwise) and with the copyright law in force. In all such cases the relevant News Broadcaster will not undertake any act to obstruct, nullify or obviate the rights of BCCI or the Official Broadcaster granted hereunder. Usage by News Broadcasters of Footage in connection with the Event may be monitored by an independent monitoring agency on behalf of BCCI and the Official Broadcaster and BCCI and the Official Broadcaster expressly reserve all of their respective legal rights and remedies against any News Broadcaster that breaches these Regulations.

(c) Without prejudice to the enforcement measures set out above, BCCI or the Official Broadcaster shall not be limited in its course of action against such violations as permissible under the applicable law of the relevant jurisdiction.

(d) Any condition set out in these Regulations that is in violation of the relevant national legislation shall be superseded by those applicable statutory requirements.