



BCCI ACCREDITATION TERMS & CONDITIONS FOR MEDIA - 2014-15

General

1. These Accreditation Terms & Conditions for Media ("**Terms**") apply to all accredited persons (each an "**Accredited Party**") and their employers / principals with respect to any match ("**Match**") hosted by the Board of Control for Cricket in India ("**BCCI**") as part of a home series ("**Series**") during the 2014-15 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 + 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 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.
8. The BCCI has granted sole and exclusive rights for monetization of real-time or contemporaneous score updates from the Series in any manner (whether through websites, mobile or otherwise) and any commercialisation of such contemporaneous updates or information is to the sole account of such rights holder or the BCCI. Should any Accredited Party provide such contemporaneous information to anyone for consideration or utilize it in any manner for any Commercial Purpose(s) (as defined below), it shall be considered a violation of these Terms. For the sake of clarity, this clause shall apply to any and all forms of media and communication services notwithstanding anything to the contrary in these Terms.

Formalities pre- and post- accreditation

1. Every application for accreditation will have to be accompanied by two photographs of the applicant and a scanned photo-ID proof (Passport / PAN card / Driving Licence / Aadhaar card).
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 of the Series, 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 training 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 immediately upon request or otherwise at the conclusion of the Series.

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 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 BCCI, the Series, 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, 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 Series, or any team participating in the Series, 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 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 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 Terms:

“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 Series, any team participating in the Series 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 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.
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 training days. However, a 'live' telecast of the media conferences and practice sessions will not be permitted.

References to Matches and Series

The Accredited Party shall in all instances of publication or broadcast refer to the Matches and the Series in the manner designated by the BCCI, including the name of the title sponsor of the Matches and/or Series, as relevant.

News Access Guidelines

The BCCI Guidelines for News and Current Affairs Broadcasters for Audio Visual Broadcasting (“**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 un-associated third party acting on its behalf shall constitute a breach of these Terms.

Enforcement of Terms

The BCCI 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 un-associated 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 under this provision.

BCCI Guidelines for News and Current Affairs Broadcasters for Audio Visual Broadcasting (the “Guidelines”)

Introduction

- A. These Guidelines apply solely to broadcasters having channels registered under the category of “News and Current Affairs” channels under the Ministry of Information and Broadcasting's “Uplinking / Downlinking Guidelines” (**“News Broadcasters”**).
- B. These Guidelines are issued in relation to the West Indies’ tour of India bilateral cricket series scheduled to be held between 8th October 2014 and 19th November 2014 (the **“Series”**), and are designed to permit and promote broad distribution of news relating to the matches comprising the Series (the **“Matches”** and each a **“Match”**) whilst protecting the integrity of the rights licensed to the Official Broadcaster (as defined below) by the Board of Control for Cricket in India (**“BCCI”**).
- C. These Guidelines have been framed on the basis of well-established fair use principles upheld by the Hon'ble Delhi High Court in 2012. News Broadcasters may use Match footage from the official feed of the Series broadcast by the Official Broadcaster only within the below specified limits and parameters. Other channels that are not News Broadcasters and in particular sports channels or sports news/programmes on sports channels are not permitted to use any footage related to the Series or the Matches.
- D. News Broadcasters shall not be permitted to broadcast, transmit, distribute and/or stream any audio-visual or visual-only footage relating

to the Series or the Matches (including all in-stadia events, ceremonies, whether Pre-Match, between innings or Post-Match) anywhere in the world, other than as explicitly permitted under these Guidelines.

- E. The Official Broadcaster shall permit the transmission of any audio-visual footage relating to the Series or any Match 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 of Match footage is prohibited except to the extent and manner explicitly permitted in these Guidelines. Usage of Match footage by the News Broadcasters shall be monitored by and on behalf of the Official Broadcaster and the BCCI.
- F. These Guidelines permit the use of Archive Footage (as defined below) provided that the News Broadcasters desirous of using and/or telecasting any Archive Footage on News Programmes and/or Special Programmes (as defined below) may approach the BCCI and/or the Official Broadcaster for permission by stating the nature, quantity and purpose of their proposed usage of the Archive Footage.

Definitions

1. For the purposes of these Guidelines, the following capitalized terms shall have the following meanings:
 - i. **“Achievement Footage”** shall mean any Fresh Footage depicting an important personal milestone of a player or other exceptional and unexpected events that occur during any Match of the Series.
 - ii. **“Archive Footage”** shall mean audio-visual or visual-only footage from a Match that forms part of the Series from the period 24 hours after the commencement of the Match concerned.
 - iii. **“Day”** shall mean a period of 24 hours from the commencement of a Match.
 - iv. **“Fresh Footage”** shall mean audio-visual or visual-only footage of any and all Match play on the Day of the Match and shall include any and all in-stadium entertainment and presentation ceremonies, whether occurring Pre-Match, between innings or Post-Match.

- v. **"News Programme(s)"** shall have such meaning as provided in Clause 7, below.
- vi. **"Official Broadcaster"** shall mean STAR India Private Limited.
- vii. **"Special Programme(s)"** shall mean any news format programmes broadcast by the News Broadcaster that are not News Programmes.
- viii. **"Sports Segment(s)"** shall have such meaning as provided in Clause 7, below.

USE OF FOOTAGE

- 2. News Broadcasters will be allowed to broadcast a maximum of 5.5 minutes of Fresh Footage in a Day on News Programmes and/or Special Programmes strictly in accordance with the limitations contained in these Guidelines.
- 3. An aggregate of no more than two (2) minutes of Fresh Footage may be broadcast per hour of broadcast.
- 4. A maximum of two (2) repeats of Fresh Footage may be broadcast in any given hour of news broadcast in the News Programmes and/or Special Programmes. For purposes of clarity, the Fresh Footage of two (2) minutes per hour of news broadcast, as permitted under Clause 3 above, may only be broadcast two (2) times in that hour, and no further repeats of such Fresh Footage will be permitted.
- 5. There will be a minimum of a 30-minute delay from the Live telecast by the Official Broadcaster before telecast of any Fresh Footage by a News Broadcaster provided however, that News Broadcasters are permitted to disrupt regular News Programmes only, to broadcast clip(s) of Achievement Footage for a period not exceeding 15 seconds and for no more than one (1) exhibition for reporting purposes only, within 30 minutes following the Live broadcast of the Achievement Footage by the Official Broadcaster. The relevant duration with respect to the term "**Live**" as used herein shall include the period from the first ball to

the last ball of any Match and will extend to the pre-Match toss and the post-Match presentation ceremony.

6. All Fresh Footage must be broadcast “as is”, without alterations or modifications and within 24 hours of the commencement of the Match to which it relates. Fresh Footage may be used for news reporting (which is result orientated) only and not for the purpose of analysis (by way of review or comments by experts, ex-cricketers, anchors, analysts or presenters).
7. The term “**News Programmes**” shall mean the News Broadcaster’s regular scheduled news bulletins which contain and are restricted to reporting (and not analysis) of current news and current affairs of regional, national and/or international importance and shall include any sports news segment as part of such scheduled news bulletins (hereinafter a “**Sports Segment**”).

USE OF FOOTAGE IN SPORTS SEGMENTS

7A. Commercialisation of Sports Segments incorporating Fresh Footage in any manner, including by way of sponsorships and insertions of advertisements while reporting on the Series as part of the News Programme shall not be permitted and shall be considered a violation of these Guidelines.

7B. There shall be no ad, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during a clip using Fresh Footage from any Match or before during or after a Sports Segment, and no association may be created between such clip or Sports Segment and any third party brand or product.

USE OF FOOTAGE IN SPECIAL PROGRAMMES

8. Use of Fresh Footage in Special Programmes shall not be permitted unless the Fresh Footage is used solely for news reporting purposes and not for analysis, as further clarified in Clause 6.
9. In the event that Fresh Footage is used in a Special Programme, there shall be no ad, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during a clip

using Fresh Footage from any Match, and no association shall be created between such clip and any third party brand or product. Further, no ad, sting, logo, graphic or any other commercial (morphing) activity shall be carried immediately before, immediately after or during a Special Programme making use of Fresh Footage.

10. In addition to the restrictions placed specifically on Special Programmes under these Guidelines, use of Fresh Footage in Special Programmes shall remain subject to all other restrictions as applicable to News Programmes under these Guidelines, including but not limited to restrictions placed under Clauses 2, 3, 4, 5 and 6.

IMPERMISSIBLE COMMERCIALISATION AND OTHER METHODS OF BROADCASTING FOOTAGE

11. A News Broadcaster may commercially exploit a News Programme within which Fresh Footage is broadcast as a whole, in the regular course, through normal advertising breaks usual in programming of news channels, provided always that no advertising, sting, logo, graphic and/or any other commercial (morphing) activity occurs immediately before, immediately after or during the Fresh Footage and no association is created, suggested or implied between the use of Fresh Footage and any third party brand or product. To clarify, no News Programme or Sports Segment that uses the Fresh Footage may have a "title" or other sponsor and no advertisement may (i) be used or repeated in the regular advertising breaks during the News Programme or Sports Segment in such a manner as to create, suggest or imply an association between the advertiser or the product and the Fresh Footage and/or the Series, or (ii) be solicited for broadcast during the News Programme on the representation that the News Programme would carry the Fresh Footage and/or cover the Series, or (iii) be sold at a special premium for broadcast during the News Programme on the representation that the News Programme would carry the Fresh Footage and/or cover the Series.
12. To clarify, each News Broadcaster shall be at liberty, in the course of a News Programme, to carry advertising, stings, logos, graphics and/or any other commercial (morphing) activity on a news ticker, during the broadcast of Fresh Footage, provided that such advertising is not displayed only or specifically during the News Broadcaster's reporting of

the Series or the use of Fresh Footage. Further, the advertising, sting, logo, graphic and/or any other commercial (morphing) activity in relation to any third party sponsor of the News Programme in which the Fresh Footage is broadcast, may be displayed by the New Broadcaster at the time of reporting of the Series only if such advertising, sting, logo, graphic and/or any other commercial (morphing) activity appears on the ticker throughout the duration of the News Programme, save for when the advertising, sting, logo, graphic and/or any other commercial (morphing) activity in relation to other third parties is being broadcast.

13. News Broadcasters may not include any advertising, sting, logo, graphic or any other commercial (morphing) activity carried immediately before, immediately after or during any 'player-of-the-day', 'event-of-the-day', 'image-of-the-day' or like feature relating to the Matches or the Series.
14. News Broadcasters, shall not make use of any Fresh Footage as part of News Programmes, Sports Segments or Special Programmes which promote a third party brand or product by way of side screens, interview backdrops, by the anchors or analysts appearing in the programmes, or any other form of logo or product placement activity.
15. News Broadcasters cannot use the Fresh Footage, permitted as per these Guidelines, to make their own compilation or mix the Fresh Footage with footage from other television events, sports events, documentaries, interviews out of the context of the Series, etc. The Fresh Footage must be used "as is" without alterations or modifications and subject only to editing to meet time constraints for news bulletins.
16. The Official Broadcaster has the exclusive rights from BCCI to produce, *inter alia*, studio-based programmes in relation to the Series. Under no circumstances will a News Broadcaster be permitted to use the Fresh Footage from any such programming, including by zooming into the television screens placed in the show on which the Fresh Footage may be exhibited by the Official Broadcaster.

COURTESY BUGS

17. News Broadcasters must carry the name of the Series and the official logo of the BCCI and the Official Broadcaster in all their broadcast mentions.

18. Courtesy bugs acknowledging the BCCI and the Official Broadcaster must be pasted by the News Broadcaster throughout the use of Match footage on-air. The logos of both, the BCCI and the Official Broadcaster should be seen “as is” or referred to with due prominence. If either of the logos is covered by the News Broadcaster's logo or overlays, there must be a source credit or a courtesy line extended at the bottom of the screen displayed in the same font size as the News Broadcaster’s own logo or overlay. Failure to abide by these conditions will amount to a violation of the copyright in the content (including the Fresh Footage) which may be actionable under applicable law by the BCCI and/or the Official Broadcaster.

STREAMING ON THE OFFICIAL WEBSITES OF THE NEWS BROADCASTERS

19. Nothing contained herein prohibits a News Broadcaster from continuing to undertake live video streaming simulcasts of its news channels on the channel’s official website provided that the content being streamed on the channel website is the exact replica of the programme run on the News Broadcaster’s news channel, it is displayed simultaneously with its television news broadcast and such simulcasting is customarily provided on the official website by the channel for all content that it broadcasts in the ordinary course. It is clarified that live video streaming simulcasting of the news broadcast that includes Fresh Footage may be undertaken only on the News Broadcaster’s official website and not on any cricket website or any other website, whether or not owned by the News Broadcaster. Notwithstanding the aforementioned, News Broadcasters shall not display deferred or archived Fresh Footage, whether as part of news bulletin or otherwise, on their own official website or via their account or otherwise on a third-party video-upload site such as YouTube, DailyMotion, etc.

ENFORCEMENT AND CONSEQUENCES OF VIOLATIONS OF THE GUIDELINES

20. Any use beyond as permitted under these Guidelines if not under a prior bilateral agreement between the relevant News Broadcaster and the Official Broadcaster will be treated as a material violation.

21. The BCCI (together with the Official Broadcaster) retains and, to the extent required, is hereby granted by the relevant copyright owner

governed by these Guidelines by virtue of use of the Fresh Footage hereunder, the rights to monitor and enforce compliance by News Broadcasters and associated and unassociated third parties with these Guidelines (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 the BCCI or the Official Broadcaster granted hereunder. The BCCI and the Official Broadcaster each expressly reserve all of their respective legal rights and remedies against any News Broadcaster that breaches the Guidelines, which shall be explicitly in addition to any specified remedies hereunder in relation to certain specific violations of these Guidelines.

22. Nothing contained in these Guidelines shall limit the rights of the BCCI or the Official Broadcaster to exercise remedies available under law or contract for violations of these Guidelines, including for damages, specific relief and through potential immediate revocation, suspension or cancellation of media accreditation where, applicable. In addition to BCCI's and/or the Official Broadcaster's right to pursue such other remedies, the News Broadcaster hereby agrees to indemnify BCCI and the Official Broadcaster for any and all losses or damages as a result of the violation and breach of these Guidelines resulting from such overuse.

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