

## 2022 New Zealand Rugby Terms and Conditions of Accreditation

1. In consideration of Accreditation being granted to a person (“Pass Holder”) for the Super Rugby Pacific 2022 matches (including, without limitation, any other related event or any part thereof including but not limited to Super Rugby Pacific 2022 team training sessions, team press conferences, media events or other related events or any part thereof) (“Event”); the Pass Holder and the organisation they represent (“Principal”) agree at all times during the Event (whether or not the Pass Holder is in an accredited area) to comply with these terms and conditions.
2. Accreditation may not be shared with, or transferred or assigned to, any person or entity.
3. Accreditation passes are, and remain at all times, the property of NZR.
4. The Pass Holder and Principal shall at all times comply with all:
  - a. laws, terms, conditions, rules and regulations pertaining to the Event as prescribed by NZR from time to time (including, without limitation, these terms and conditions);
  - b. directions from any official or representative of NZR;
  - c. event policies and decisions issued by NZR in relation to the Event;
  - d. the rules and regulations relating to any Event Venue (“Venue”); and
  - e. the directions from Venue representatives and/or officials.
5. Any breach of these terms and conditions, including a breach of the Copyright Act to which section 42 is not a defence, shall entitle NZR to consider suspending, withdrawing or cancelling Accreditation but only after further dialogue with the Pass Holder and Principal involved in a genuine attempt to resolve the issue. NZR is particularly concerned with the use of matchfootage to show match “highlights” rather than reporting current events. Any presentation of match footage in the form of extended match highlights that is not defensible in accordance with section 42 of the Copyright Act shall entitle NZR to suspend, withdraw, or cancel. Where reasonably practical NZR will notify the Pass Holder and Principal of any considered breach, and will give them the opportunity to comment or remedy the breach (to the extent that it is capable of being remedied), before taking any action in relation to the Accreditation. The suspension, withdrawal, or cancellation of Accreditation by NZR shall not prejudice any other rights or remedies NZR may have against the Pass Holder or a Principal.
6. The Pass Holder and the Principal shall indemnify and hold harmless NZR, its employees, officers and agents against any loss or damage, resulting from a breach of these terms and conditions by a Pass Holder and/or Principal or resulting from the suspension, withdrawal, revocation or cancellation of Accreditation. NZR shall indemnify and hold harmless the Pass Holder and Principal, its employees, officers and agents against any loss or damage, resulting from a breach of these terms and conditions by NZR.
7. The Pass Holder and the Principal understand and accept as essential terms and conditions of the issue of Accreditation that:
  - a. **Written press and Internet news-based sites:** A Pass Holder granted Accreditation in respect of print media and/or internet news-based sites shall only be entitled to report for normal journalistic and editorial purposes within print media and bona fide news-based internet sites. Broadcasting (including streaming) of matches live via the internet is prohibited. Written press or internet news-based Pass Holders may not

capture still or moving images in the Match Venue (including from within designated media spaces), by any means, without first seeking written permission from NZR.

A written press or internet news-based Pass Holder will be entitled to update match reports from the Venue, and will be entitled to undertake Live Scoring (meaning the giving of updates that consist exclusively or primarily of instantaneous, or near instantaneous reporting of scores as they occur) or Match Coding (meaning the collection of detailed statistics relating to the match as it occurs) from the Venue. However, the Live Scoring and Match Coding must not include or link to any still or moving images or audio commentary taken within the Venue.

Material Created by such Pass Holders acting in accordance with these terms and conditions can be used for Editorial Purposes within newspapers, magazines and other printed media, on bona fide news-based internet sites and for news services to mobile devices but not for commercial purposes. Such use for Editorial Purposes can be made by Pass Holders and Principals for newspaper syndication services and news agency news services and for the promotion of journalistic coverage and content.

- b. **Photographic Media:** NZR will only grant Accreditation to those photographers contracted to work for news organisations. Freelance photographers will not be accredited, unless working under the name of a recognised news organisation. NZR may request proof of assignment and intended publication. Accredited photographers must only take still photographs at the Event for normal journalistic use within print media (such as newspapers or magazines), and/or for editorial purposes on bona fide news-related internet sites, and/or to support genuine news stories distributed on mobile services and/or devices. The photographs taken of the Event may not be used by, with or under the authority of an accredited photographer and/or Principal for any commercial purpose, including in any book, or for the purposes of or in connection with any advertising, promotion or endorsement without the written authorisation of NZR, which may be refused in NZR's absolute discretion. Where there is any doubt over whether a purpose is commercial, NZR authorisation should be sought. An accredited photographer and/or Principal shall be responsible for obtaining the approval of NZR and all necessary third party consents in relation to the permitted use of any photograph. Photographs taken at the Event must not be altered or adjusted other than in the course of normal journalistic or editorial practice, such as cropping, manipulation for the purpose of formatting, bleeding of images and backgrounds, or the superimposition of captions, graphics, statistical boxes, or headlines. For the avoidance of doubt, types of adjustment not permitted include, but are not limited to, the removal (other than by cropping for the purpose of formatting) or superimposition of commercial brands. Accredited photographers must not take photographs in the designated NZR Media Centre or allocated media space, Media Conference Room or other restricted areas as prescribed by NZR from time to time.

Photographic Media may not capture moving images in a Match Venue, by any means, without express written permission from NZR.

- c. **Video Recordings:** A Pass Holder granted Accreditation in respect of Video recording ("Video Accredited Pass Holder"), but not holding any TV Broadcast Rights, shall be entitled to capture moving images within the Mixed Zone and post-match media conference environments only, being video footage for normal journalistic and editorial purposes only and only for the purposes of reporting current events. Other

than as set out in the foregoing, a Video Accredited Pass Holder is not to, whether now or in the future, take, produce, or publish or distribute via any media or device, any moving image, moving film or electronically generated image (which shall include, without limitation, images generated, or distributed by any form of digital camera or device capable of picture messaging (such as mobile phones etc)) of any aspect of the Event or any frame of any screen or monitor depicting any aspect of the Event or any picture taken from a television signal or camera signal. In addition, the Pass Holder's Principal may not perform any of the aforementioned actions (as applicable) in relation to material provided by the Pass Holder. These limitations apply to coverage of all activities inside the Venue, excluding the post-match media conference and media interviews arranged in the designated NZR Media Centre, Media Conference Room or Mixed Zone area, provided however that such conference and media interviews may not be live streamed by a Pass Holder and/or their Principal. For the avoidance of doubt, a Video Accredited Pass Holder and/or Principal is not permitted to carry out or cause to be carried out by any means whatsoever, any live (or "as live") moving images or sound reporting of the Event including (without limitation) any interview or broadcast from within any place in which the Event is staged, any online match tracking, live play-by-play text or audio commentary, statistical commentary and/or Live Scoring.

- d. **Radio Recording:** A Pass Holder granted Accreditation in respect of sound recording ("Radio Accredited Pass Holder"), but not holding any Other Broadcast Rights in relation to radio, shall be entitled to use that medium for normal journalistic and editorial purposes only and only for the purposes of reporting current events. Other than as set out in the foregoing, a Radio Accredited Pass Holder and/or Principal is not to carry out or cause to be carried out by any means whatsoever, any sound recordings or audio transmission at the Event. For the avoidance of doubt, a Radio Accredited Pass Holder and/or Principal is not permitted to carry out or cause to be carried out by any means whatsoever, any live (or "as live") sound reporting of the Event including (without limitation) any interview or broadcast from within any place in which the Event is staged, any online match tracking, live play-by-play text or audio commentary, statistical commentary and/or Live Scoring. This limitation applies to coverage of all activities inside the Venue, excluding the post-match media conference and media interviews arranged in the designated NZR Media Centre or allocated media space, Media Conference Room or Mixed Zone area, provided however that such conference and media interviews may not be live streamed or aired.

Radio Accredited Pass Holders may capture still or moving images in a Match Venue, as long as none of the content is live streamed or aired.

- e. **Multiple Accreditation:** Any journalist reporting in more than one medium, or for more than one Principal, must disclose all media and Principals in their application (indicating their primary form of Accreditation required) and then contact Aimee Dykstra ([aimee.dykstra@nzrugby.co.nz](mailto:aimee.dykstra@nzrugby.co.nz)) to discuss multiple Accreditation. Supporting letters must be provided by all Principals.
8. Material gathered pursuant to accreditation issued under clause 7, including images, video footage, sound recording and statistics, is to be used for editorial purposes, and may not be retained by a Pass Holder or a Principal in an archive that is accessible other than to persons associated with the Principal for the journalistic purposes in the future.
9. Without limiting any of NZR's other rights, any breach of clause 7 will result in the Pass

Holder's Accreditation being immediately cancelled and may result in the non-Accreditation of the Pass Holder and/or Principal in the future.

10. Pass Holders may not bring into any Venue any of the following items: weapons, flares, sharp objects, bottles, cans, prohibited containers, or other items prohibited by or on behalf of NZR. Pass Holders may be searched and/or may not be permitted to bring any prohibited items and/or non-approved equipment into a Venue.
11. The Pass Holder and Principal shall not cause or permit the use of any material recorded by the Pass Holder to be used in any way which:
  - a. is likely to challenge, damage, prejudice and/or undermine the intellectual property rights of or associated with NZR, the Event and/or any participant in the Event; and/or
  - b. assist or lead to any ambush marketing of the Event.
12. Accreditation documentation (as provided by NZR) must be worn or displayed by the Pass Holder at all times as a condition of entry into any accredited area and/or other locations prescribed by NZR.
13. The Pass Holder and/or Principal shall not tamper in any way with or obscure, or allow any other unaccredited person to use, any Accreditation documentation.
14. Pass Holders and Principals agree to conduct themselves in a way that will not bring the Event and/or the game of Rugby into disrepute.
15. Applicants may be asked to provide examples of previous work prior to Accreditation being granted or at any time following Accreditation. If such work is not provided within the time designated by NZR, then either the application for Accreditation will be declined or any Accreditation granted may be suspended, withdrawn, revoked or cancelled (as the case may be).
16. For the avoidance of doubt, the intellectual property rights of any accredited individual, organisation or publication are only affected to the extent expressly set out in these terms and conditions. NZR agrees that all copyright in material created by the Accredited Party, including newspaper or news agency representative at NZR Events will be owned by the Accredited Party and/or publisher/news agency. All such material may be used, subject to these terms and conditions, for any Editorial Purposes, but not for commercial purposes.
17. For further avoidance of doubt, nothing in these Terms and Conditions of Accreditation is intended to be, or shall be interpreted as, restricting or preventing the exercise of lawful and legitimate journalistic practices including reporting, comment and criticism.
18. NZR uses the NZR media accreditation form to collect the name, email, phone number, place of employment and role a Pass Holder ("Personal Information") for the purposes of administering and managing media accreditation for the Event ("Purposes").
19. NZR will hold Personal Information on the accreditation platform of EAS Technologies Limited T/A Accredited Solutions Limited (NZR's accreditation technology provider) located in the United Kingdom for as long as necessary for the Purposes (unless otherwise required by law). In addition, NZR may share Personal Information with other NZR service providers and persons (located both in New Zealand and overseas) as NZR considers appropriate for the Purposes, or to comply with legislation. NZR may also disclose Personal Information for the purposes of safety and security to relevant law enforcement bodies, or as may be authorised by a Pass Holder.
20. By completing the NZR media accreditation form, a Pass Holder authorises the collection,

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use and disclosure of their Personal Information for the Purposes. Failure to complete the form (or providing incorrect information) may result in NZR being unable to provide a Pass Holder with media accreditation.

21. A Pass Holder has the right to access (and correct) their Personal Information pursuant to the Privacy Act 2020. To do this, contact NZR's privacy officer at [privacyofficer@nzrugby.co.nz](mailto:privacyofficer@nzrugby.co.nz).
22. These terms and conditions are governed by, and are to be interpreted in accordance with, the laws of New Zealand. The Pass Holder and Principal irrevocably agree that the courts of New Zealand will (except as expressed below) have exclusive jurisdiction to settle any dispute which may arise in connection with these terms and conditions. NZR retains the right to bring proceedings as to the substance of any matter in the courts of the country of residence of a Pass Holder or Principal, or, where these terms and conditions are entered into in the course of the business of a Pass Holder or Principal, the country of the principal place of business of the Pass Holder or Principal.