



# ICC CRICKET WORLD CUP ENGLAND & WALES 2019

## MEDIA (NON RIGHTS HOLDERS) ACCREDITATION TERMS & CONDITIONS

Set out below are the media (non-rights holders) accreditation terms and conditions (“**Accreditation Terms and Conditions**”) for the ICC Cricket World Cup 2019 (the “**Event**”). The Event is scheduled to take place in England and Wales from 30 May 2019 – 14 July 2019.

All individuals intending to attend the Event as a media representative **MUST** complete or approve the completion of the relevant Accreditation application in the format specified by IBC, including an acknowledgement by each Applicant on behalf of themselves or their personnel that they agree to be bound by these Accreditation Terms and Conditions.

All Accreditation applications must also include one recent electronic head and shoulders photograph of the Applicant and, if requested by or on behalf of IBC, a letter of endorsement on company letterhead from the Applicant’s employer certifying that the Applicant is attending the Event for legitimate work reasons. The Applicant and his/her employer (if any) acknowledge and agree that specific Accreditation is required in respect of different media (including, without limitation, print media, internet, radio, television and photography) and applications are not transferable, provided that where an Applicant performs a dual function they may apply for Accreditation in respect of each function and these Accreditation Terms and Conditions shall apply in respect of each such function.

Applicants will be advised whether or not their application for Accreditation has been approved by email or other appropriate method of communication. Neither IBC nor the Host will be responsible for non-notification of Applicants who provide inaccurate email addresses or contact details. No application for Accreditation will be considered unless it is made on the appropriate form.

If required, and at the request of the Applicant, IBC shall provide, to the appropriate authority, a letter in support of a visa application for any successful Applicant for Accreditation. However, all Applicants acknowledge that neither IBC, the ICC nor the Host has any responsibility to any Applicant for the issuance of any entry visa or other required licence, permit or permission (which shall be solely determined by the relevant government authorities) and that this letter is not, in itself, a guarantee of successfully securing an entry visa or other required licence, permit or permission to visit and work within the United Kingdom for the Event. All such applications should be made sufficiently in advance of the Event. It is the sole responsibility of the Applicant to ensure that he/she has made all necessary arrangements ahead of travel to the United Kingdom.

Accreditation, if granted by IBC, will be subject to the Applicant complying strictly with these Accreditation Terms and Conditions. Failure to abide by the Accreditation Terms and Conditions could result in the Accreditation of the Applicant (and the Accreditation of anyone else employed by or representing the Applicant’s employer) being revoked for the whole or any part of the Event.

Applicants should make and retain a copy of their completed application for Accreditation for reference.

### 1. General Terms

#### Definitions

**Accreditation** An individual and non-transferable licence to access one or more Venues for a specified period on and subject to these Accreditation

Terms and Conditions and in accordance with the function to be performed by the named holder at the Event. It does not give the right to a spectator seat.

**Accreditation Device** The official proof of Accreditation issued by IBC which shall be the only valid form of Accreditation for the Event and which serves to grant the named Accredited Party access to the relevant Zone(s) for a specified period.

**Accredited Party** Any Applicant granted Accreditation.

**Ambush Marketing** The unauthorised use of a ticket to any Match as a prize or in a lottery or competition or for any other promotional, advertising or commercial purpose and/or any other activity by a person not authorised by IBC which: (a) associates the person with the Event; or (b) exploits the publicity or goodwill of the Event; or (c) has the effect (in the reasonable opinion of IBC) of conferring the status of a Commercial Partner on a person who is not a Commercial Partner or otherwise diminishing the status of any Commercial Partner.

**Applicant** Any person applying for Accreditation.

**Authorised Person** means all Event management (being anybody acting on behalf of IBC or the Host) and all Venue Management, and their respective staff, officials, representatives, officers and volunteers.

**Commercial Partner** Any official sponsor, official supplier, broadcaster, licensee and/or any other party which has been granted a commercial association with the ICC, IBC and/or the Event from time to time.

**Event Material** All audio, visual, audio-visual, text, data, statistical (including scores) or other information relating in any manner whatsoever to the Event and/or any Match.

**Host** England and Wales Cricket Board Limited, which has been appointed by IBC as the host of the Event.

**IBC** ICC Business Corporation FZ LLC, a company incorporated under the regulations of the Dubai Creative Clusters Authority with its registered address at Office No. 28, Second Floor, Building 2, Dubai Media City, United Arab Emirates and its administrative office at Street 69, Sheikh Mohammed Bin Zayed Road, Dubai Sports City, P.O. Box 500070, Dubai, United Arab Emirates. IBC is a wholly-owned subsidiary of the ICC and is sanctioned by the ICC to organise the Event and to exploit all commercial rights pertaining to the Event throughout the world.



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**ICC** International Cricket Council Limited, a company incorporated under the laws of the British Virgin Islands and having its administrative office at Street 69, Sheikh Mohammed Bin Zayed Road, Dubai Sports City, P.O. Box 500070, Dubai, United Arab Emirates. The ICC is the official international governing body for cricket responsible to its members for governing the sport of cricket in accordance with its constitution, statutes and technical rules and for the sanctioning of certain cricket events (including, without limitation, the Event).

**Match** Any official cricket match (including a warm-up match) to be played as part of the Event.

**News Access Regulations** Those regulations governing news access in relation to the Event as may be issued by IBC on a territory-by-territory basis and which shall, in the event of any conflict, prevail over any.

**Permitted Publications**

(i) Newspapers, magazines and newspaper or magazine supplements or other printed editorial (and strictly non-commercial) publications, including those distributed or supplied by news agencies; and

(ii) any digital version of such newspapers, magazines and newspaper or magazine supplements or other printed editorial (and strictly non-commercial) publications, including those distributed by news agencies or supplied by news agencies to editorial subscribers.

**Production Partners** Sunset + Vine Productions Limited and NEP Broadcast Solutions Pte Limited, being IBC's appointed production partners for the Event.

**STAR** Collectively, Star India Private Limited and Star Middle East FZ LLC, being IBC's appointed broadcast partners for the Event.

**Venue** The entire premises at which a Match or official training sessions will take place encompassing the area inside the perimeter fence and other Zones to which an Accreditation Device is required to gain access, as well as the immediate vicinity of such areas.

**Venue Regulations** means the security protocols and the public order and safety conditions of admission to each Venue hosting a Match, including as the same may be amended, supplemented or replaced from time to time, copies of which are displayed at each Venue.

**Website** means the website [www.icc-cricket.com](http://www.icc-cricket.com) and/or any other official website(s) or domain(s) established by or on behalf of IBC and/or the ICC for the Event.

**Zone(s)** A pre-defined area within a Venue where access is limited to those holding the applicable Accreditation Device.

1.1 All Applicants and all Accredited Parties agree:

- (a) to abide by and comply strictly and in full with any and all Venue Regulations as prescribed from time to time by or on behalf of IBC and/or the Host, including as may be published at any entrance to or otherwise within any Venue and/or Zone;
- (b) to abide by all directions issued by or on behalf of IBC, the Host and/or Authorised Persons whilst in any Venue, including (but not limited to) places and times of access to the Venues or areas within the Venues;
- (c) at all times whilst in any Venue:
  - (i) to display any Accreditation Device as may be provided by IBC, such that it is visible at all times; and
  - (ii) not to tamper with any such Accreditation Device or do anything to obscure any part of the same and to return it to IBC or the Host immediately upon the conclusion of the Event or as otherwise directed by IBC and/or the Host;
- (d) not to prejudice or infringe the copyright or other intellectual property or other proprietary interests owned by, or licensed to, any person officially involved with the Event and/or any Match or Matches;
- (e) that by completing and submitting their application for Accreditation, they acknowledge and agree that they have read these Accreditation Terms and Conditions, that they have understood and accepted them and that they will strictly comply with them in full and at all relevant times. Where permitted 'bulk' applications are made, it is the responsibility of the person making applications on behalf of others to ensure that all Applicants have read these Accreditation Terms and Conditions, that they have understood and accepted them and that they will strictly comply with them in full and at all relevant times; and
- (f) that submission of an application for Accreditation does not guarantee the granting of Accreditation or access to any Venue.

## 2. Indemnity

2.1 The Accredited Party and, where the Accredited Party is an employee, his/her employer, jointly and severally agree to indemnify and to hold harmless IBC, the ICC and/or the Host from and against any and all loss, damages and liabilities, including (without limitation) bodily or mental harm, personal property damage or loss, loss of profit, business or opportunity, indirect or consequential loss, special damages or any other loss and/or harm howsoever arising (including but not limited to the costs of enforcement or attempted enforcement of these Accreditation Terms and Conditions), suffered or incurred by IBC, the ICC and/or the Host or their employees, officers or representatives in connection with, resulting from or arising out of a breach of these Accreditation Terms and Conditions by the Accredited Party or his/her employer.

2.2 If an Accredited Party is found at IBC's discretion to be responsible for misconduct (such as, without limitation, aggressiveness, harassment, throwing of objects, pitch invasion, misuse of alcohol, use of illegal drugs or abuse of Accreditation and/or Zone privileges), the party is liable to have his/her Accreditation temporarily or permanently withdrawn.

2.3 If an Accredited Party, through his/her negligence or wilful intent, causes damage or loss involving personal injury or damage to



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facilities or impairs his/her safety or the safety of other(s), IBC may withdraw his/her Accreditation temporarily or permanently.

2.4 If an Accredited Party fails to comply strictly with the full terms of entry into any Venue or the Event, IBC may withdraw his/her Accreditation temporarily or permanently.

2.5 If an Accredited Party or his/her employer (if any) fails to comply strictly with the terms of any News Access Regulations (which shall be incorporated in these Accreditation Terms and Conditions by reference), IBC may withdraw that Accredited Party's Accreditation temporarily or permanently.

2.6 By submitting this application for Accreditation, each Applicant agrees to screening by relevant authorities which may include national police checks, counter-terrorism and personnel security assessments as deemed appropriate by IBC, the ICC, the Host and/or law enforcement agencies and security entities. Each Applicant also agrees to the findings of any such screening being shared for security, disciplinary and administration purposes between IBC, the ICC and the Host and with third parties, including (without limitation) the owners and/or managers of any Venue, relevant investigatory or regulatory bodies, national and international governing bodies in sport, professional advisers and any other person affected by, or likely to be affected by, a request for Accreditation being granted or rejected or a granted Accreditation being suspended or withdrawn.

### 3. Accreditation not Transferable

The Applicant and his/her employer (if any) acknowledge that any Accreditation granted in respect of the Applicant is personal to the Applicant and may not be transferred or assigned to any other person. ACCREDITED PARTIES MAY NOT SELL OR OTHERWISE TRANSFER THEIR ACCREDITATION OR USE THEIR ACCREDITATION JOINTLY WITH THIRD PARTIES.

### 4. Grant of Request for Accreditation

4.1 IBC may grant or reject the request for Accreditation in its absolute discretion and, if granted, may impose such further terms and conditions as it sees fit. Once granted, IBC may revoke Accreditation at any time in its absolute discretion without providing reasons and without being liable to compensate the Accredited Party, their employer or any other person or entity.

4.2 IBC, or its representative, may ask an Applicant or Accredited Party to substantiate the work being undertaken at the Event (and/or any Match) by requesting the Applicant or Accredited Party to provide evidence of their work and/or, if the Accredited Party is a freelancer, evidence of the assignments secured by him/her in relation to the Event (on relevant company letterhead) and/or confirmation of flight bookings or accommodation reservations. If requested, this evidence must be provided as soon as is practicable and in any event no later than 24 hours after the initial request. Should this material not be provided, IBC may withdraw or refuse Accreditation.

### 5. Supporting Letter

If requested to do so by IBC, the Applicant must provide a letter from his/her employer, client or commissioning editor in support of his/her application for Accreditation. This letter must contain the contact details, including email address and telephone number, of the relevant individual. Where necessary, IBC may contact this individual to confirm their support for the application and may request additional information as it deems necessary for the purposes of evaluating the Applicant's application for Accreditation.

### 6. Conduct

6.1 Applicants and Accredited Parties agree to conduct themselves in a way that will not bring the Event, the ICC, IBC, the Host, any of the Commercial Partners or the game of cricket into disrepute or ridicule. Applicants and Accredited Parties agree not to interfere with members of the media, spectators, rights holders, players, teams or play at any time during the Event. Nothing in these Accreditation Terms and Conditions is intended to be, or shall be, interpreted as undermining editorial independence or as restricting or preventing the reasonable exercise of normal journalistic activities, including expressions of comment and fair criticism.

6.2 Accredited Parties shall not engage in any conduct which, in the absolute discretion of IBC, could prejudice or undermine the value of any of the commercial rights relating to the Event. Such conduct may include, by way of example (and without limitation), the provision of voice or text commentary, analysis or updates to third parties unrelated to the Accredited Party's employer, client or commissioning editor. If an Accredited Party fails to comply with this paragraph, IBC may withdraw that Accredited Party's Accreditation temporarily or permanently.

### 7. Anti-Corruption

7.1 The Applicant acknowledges that the ICC has policies and procedures in place to eradicate conduct of a corrupt nature which is prejudicial to the interests of the game of cricket. By completing the application for Accreditation, Applicants and Accredited Parties agree that any information which they receive as a result of obtaining an Accreditation shall be for the sole purpose of media reporting or conducting other legitimate Event business. The information obtained whilst in the possession of an Accreditation Device shall not be used or disclosed by an Accredited Party for the purposes of obtaining financial gain or the creation or collection of data, whether directly or indirectly, for the purpose of gambling, betting, gaming or any other form of financial speculation.

7.2 The Accredited Party shall not, whilst in any Venue:

- (a) use any electronic device to engage in any online betting or gambling activities in relation to the result, progress, conduct or any other aspect of any Match, including but not limited to ball-by-ball spread betting and/or the use of betting exchanges nor facilitate in any manner whatsoever the conduct of any form of betting or gambling whether within or outside the Venue by any third party; or
- (b) offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Match.

7.3 Each Accredited Party shall report any suspicious betting or other potentially corrupt activity of which he/she becomes aware whilst present in any Venue as soon as reasonably practicable to the ICC's Anti-Corruption Unit by telephone on +971565458909 or by email to [contactACU@icc-cricket.com](mailto:contactACU@icc-cricket.com).

### 8. Collection of Accreditation Devices

Please note that the Accreditation Device may only be collected in person by the Accredited Party and not by a representative of the Accredited Party unless otherwise advised or permitted by IBC. Proof of identity will be required on collection of the Accreditation Device in the form of photographic identification (e.g. national identity card, passport or driving licence photocard) and a copy of the photographic identification may be made. Upon collection of the Accreditation Device, the Accredited Party must sign a separate form to confirm receipt of the Accreditation Device and agreement to these Accreditation Terms and Conditions.

### 9. Use of Accreditation



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9.1 IBC reserves the right to amend or limit an Accreditation and will notify the Accredited Party accordingly. IBC will provide the Accredited Party with one Accreditation Device which must be clearly displayed at all times on the Accredited Party's person once inside the Venue. Accredited Parties are requested to carry valid photographic identification at all times whilst in any Venue. Each Accredited Party is permitted access to any Venue only for the duration of each Match and to any Zone(s) indicated on the Accreditation Device. For security reasons, Accredited Parties must ensure that photographic images or other detailed representations of their Accreditation Device are not made available online (including but not limited to social media), either by themselves or any third party.

9.2 If the Accreditation Device is lost or stolen, IBC shall, at its sole discretion, decide whether a new Accreditation Device is to be issued. This requires the Accredited Party to adhere to the following procedure:

- (a) any theft or loss must be reported to the police within 24 hours after its detection; and
- (b) the theft or loss notification issued by the police must be presented at the Accreditation centre.

IBC is not obliged to issue a new Accreditation Device.

## 10. Access to Venues

10.1 Access to a Venue shall only be granted upon presentation of a valid Accreditation Device. On the request of the security staff involved in the security check, a national identity card, passport or other form of photographic identification may also be required to be shown. In order to remain at the Venue, the Accredited Party must comply with the safety and security provisions set out in these Accreditation Terms and Conditions as well as any safety and security regulations applicable at the Venue.

10.2 All Accredited Parties acknowledge that they shall travel to and from the United Kingdom, travel around the United Kingdom outside Venues and be present inside Venues at their own risk. In the event of the occurrence of an incident which causes damage or loss involving (a) death, (b) bodily injury or (c) permanent damage to health, the ICC, IBC and/or the Host shall only be liable if any of their authorised representatives or agents caused such damage or loss through their negligence. In respect of all other incidents causing damage or loss, neither the ICC nor IBC nor the Host shall be liable for any damage or loss suffered by the Accredited Party.

10.3 Access to a Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or likely to behave violently, harmfully or in a manner contrary to public order. Furthermore, access will be refused to any person whose appearance or behaviour, in the opinion of IBC and/or the Host and/or any Authorised Person, negatively affects the public standing of the Event, IBC, the ICC, any Commercial Partner and/or the Host.

10.4 All Accredited Parties acknowledge that they shall abide by the terms of the ICC Anti-Racism Policy (available for review on the Website). Without prejudice to the foregoing, any conduct by the Accredited Party (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including, without limitation, any player, umpire, match referee, staff member or other spectator) on the basis of their race, sex, religion, culture, colour, descent, nationality or ethnic origin will result in his/her Accreditation being withdrawn, his/her ejection from the Venue and possible further action such as criminal prosecution, identification by

way of being photographed and/or being captured by video camera and a life-ban being imposed on the Accredited Party.

10.5 All persons at the Venue are strictly prohibited from using, possessing or holding promotional, commercial, political, religious or racist objects and materials, offering to sell, selling or possessing with intent to sell, goods such as (but without limitation) drinks, food, souvenirs, clothes, promotional and/or commercial items, unless specifically approved in advance by IBC or the Host in writing. All such items may be removed or temporarily confiscated by IBC, the Host and/or any other Authorised Person(s).

10.6 All Accreditation Devices remain the property of IBC and shall, upon request by IBC or by an Authorised Person, be returned immediately to IBC (or to the Authorised Person).

## 11. Security and Prohibited and Restricted Behaviour and Items

11.1 Accredited Parties must follow the directions of the security personnel and all those persons duly authorised to give such directions at any Venue.

11.2 Each Accredited Party is obliged to:

- (a) show the valid Accreditation Device and photographic identification upon demand;
- (b) submit to reasonable body searches and searches of any bags or other containers on the Accredited Party's person;
- (c) consent to the confiscation of prohibited items (as referenced herein); and
- (d) follow all other instructions of stewards, safety personnel, and/or any other duly Authorised Persons at any Venue. Accredited Parties shall be obliged, upon request, to give a prompt and full explanation as to how, from whom and from where their Accreditation Devices have been obtained.

11.3 IBC, the Host and/or any Authorised Person may refuse admission to, or eject from, the Venue at any time any Accredited Party who:

- (a) does not produce a valid Accreditation Device;
- (b) is in breach of any of these Accreditation Terms and Conditions;
- (c) may unreasonably obstruct the viewing of spectators or their enjoyment of the Match;
- (d) may be a source of danger, nuisance or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for a Match or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)), including but not limited to:
  - (i) public nudity or indecency;
  - (ii) excessive noise or any interference with the conduct of a Match;
  - (iii) the throwing of any object that might injure or cause damage to people or property;
  - (iv) the obstruction of any gangway, access-way, exit, entrance or staircase;



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- (v) climbing roofs, walls, fences, stands, lighting masts or any other structures or constructions in the Venue or standing on seats;
- (vi) defacing or obscuring any notice, advertisement, branding or signage;
- (vii) smoking in any area where smoking is not permitted;
- (e) fails to comply with instructions from any Authorised Person, police, steward or other security officer;
- (f) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue;
- (g) whilst within any Venue, enters any restricted access or prohibited area or other area where that Accredited Party is not permitted, including but not limited to accessing any Zone to which the Accredited Party does not have the right to access;
- (h) acts in a violent way, instigating any violence, racism or xenophobia or behaving in a way that others may interpret as provocative, threatening, defamatory, discriminatory or offensive;
- (i) expresses national, political, religious, ethnic and/or racial ideas or pursuits;
- (j) enters or leaves the Venue via routes reserved for an easy exit in the event of danger, such as emergency exits (except in the case of a genuine emergency);
- (k) damages, interferes with or tampers with any property of any third party; and/or
- (l) is in possession of any Prohibited Items, including:
  - (i) any article that is offensive, dangerous, hazardous and/or illegal or that may be used or expected to be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person or security at the Venue (including, without limitation, glass bottles or containers, metal cans (whether containing soft drink and/or alcohol), knives, fireworks, explosives, flammable items (other than cigarette lighters or matches for personal use), compressed gas containers, maces, flares, lasers and/or smoke bombs);
  - (ii) narcotics (other than those prescribed by a registered medical practitioner);
  - (iii) any food or drinks other than small amounts for personal consumption;
  - (iv) animals (other than guide dogs);
  - (v) banners, placards, leaflets, signs or other materials, items, objects or clothing displaying political, religious, offensive or race-related messages, slogans or images or promotional or commercial identification or messages in breach of paragraph 10.5 of these Accreditation Terms and Conditions or promotional or commercial identification or messages which, in the opinion of IBC and/or the Host, constitute Ambush Marketing;
- (vi) any tripods, monopods or commercial digital video camera equipment whatsoever (whether or not for personal use);
- (vii) any camera or other type of photographic or recording device (of any nature whatsoever and whether capable of capturing still or moving pictures) other than for recreational and personal non-commercial use; and/or
- (viii) any other items as displayed on the applicable Venue Regulations.

All decisions regarding any items carried by any Accredited Party at any Venue shall be at the absolute discretion of IBC, the Host and/or any other Authorised Persons.

11.4 Accredited Parties may be searched (including a search of an Accredited Party's bags, clothes and other possessions) by or on behalf of IBC, the Host and/or any Authorised Person prior to entry into the Venue or at any time during the Event for the purpose of monitoring and enforcing compliance with these Accreditation Terms and Conditions. Should an Accredited Party refuse to be searched, the Accredited Party may be refused admission or ejected from the Venue. Prohibited Items may be removed, confiscated and/or destroyed at the discretion of IBC, the Host and/or any Authorised Person and without obligation to return such items to the Accredited Party or to compensate the Accredited Party in respect thereof.

11.5 Each Accredited Party acknowledges that he/she is individually responsible for his/her own property brought to and into a Venue (including Prohibited Items) and that there is no storage available at a Venue for any such items, unless otherwise agreed by IBC or the Host.

## 12. Sound and Image Recordings

12.1 Any Accredited Party attending a Venue agrees (to the extent permitted by applicable laws) that the Event is a public event and thus agrees that use may be made, free of charge and at any time, of his/her name, voice, image and likeness by means of live or recorded audio/video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.

12.2 Except as permitted in accordance with the terms of the Accreditation below, each Applicant and Accredited Party is prohibited from:

- (a) recording, broadcasting or transmitting or assisting any person to record, broadcast or transmit, by any means whatsoever (including, without limitation, radio, television, over the internet or by way of mobile telephone or other mobile device, modem or other form of technology), any moving images, sounds (including, without limitation, commentary), data, results, scores or commentary of or concerning any of the Matches, or the Venues, attendees or any activity at any Match (including in particular any audio-visual recordings of on-field Match action on social media), except with the express prior written consent of IBC. This paragraph 12.2(a) is not intended to prevent the distribution of data, results, scores or textual commentary distributed or published as part of news services for editorial use only, or to prevent audio only or text coverage of post-Match media conferences via any form of media;
- (b) selling, licensing, distributing or otherwise publishing, disseminating or reproducing for a commercial purpose, whether in whole or in part, any recordings taken or made inside a Venue (including, without limitation, photographs,



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video recordings or sound recordings), except with the express prior written consent of IBC; and/or

- (c) creating or developing data or statistics for any purposes other than for *bona fide* news reporting purposes, except with the express prior written consent of IBC.

12.3 The Applicant, Accredited Party and their employer (if any) must not (either together or separately):

- (a) sell, assign, transfer or license the copyright in photographs taken at any Venue(s); and/or
- (b) publish, disseminate or reproduce such photographs for any commercial purpose.

12.4 Continuous ball-by-ball and/or over-by-over audio updates (whether live, deferred or delayed) for transmission via the radio, the internet or via any form of mobile device (including, without limitation, mobile telephones) or other related devices from within any Venue are strictly prohibited. IBC may in its sole discretion revoke the Accreditation of any Accredited Party and/or their employer offering and/or undertaking the same off-tube from outside any Venue.

12.5 No Accreditation is available for any party seeking to distribute moving images, pictures, sounds, data, results, scores or commentary (except for editorial text reports) via a mobile telephony protocol or otherwise via a mobile device, except that the distribution of non-moving images, data, results or scores (textual but not audio) is permitted via a mobile telephony protocol or otherwise via a mobile device for editorial reporting purposes only provided, however, that with respect to data, results and scores: (i) any and all of these materials are ultimately used in a manner that presents them in context as part of a news story, news update or news bulletin and are not used on a stand-alone basis; (ii) none of these materials are ultimately used on a premium telephone results line, on an internet website 'scoring' service, presented as a scoreboard, scorecard or digital reconstruction of match play or otherwise delivered in a manner that could be misconstrued as the delivery of a 'live, as-live or near-live' scoring service; and (iii) none of these materials will be delivered directly to a mobile service operator or to any other outside agency for the purpose of retransmission to, or display on, a mobile device (including, without limitation, a mobile telephone) without the prior written consent of IBC..

12.6 Applicants, Accredited Parties and their employers (if any) acknowledge and agree that all commercial rights in respect of the Event (or any Match) are (as between the parties) the property of IBC.

12.7 Applicants, Accredited Parties and their employers may only use trade marks, logos, emblems and/or marks associated with ICC and/or the Event strictly in accordance with the guidelines issued by IBC, unless otherwise expressly permitted in writing by IBC. Accredited Parties shall not use tickets or Accreditations for the Event in any manner or engage (either by themselves or with any third party) in any marketing, promotional or any other activities associated with ICC and/or the Event which could result in themselves or any third party or third party's products, being associated with the Event, except with the express prior written approval of IBC.

12.8 Applicants, Accredited Parties and their employers may not use trade marks, logos, emblems and/or marks owned by the Host unless otherwise expressly permitted in writing by the Host. Accredited Parties shall not use tickets or Accreditations for the Event in any manner or engage (either by themselves or with any third party) in any marketing, promotional or any other activities associated with the Event which could result in themselves or any

third party or third party's products, being associated with the Host without the prior written approval of the Host in each case.

## 13. Consequences of Breach of Accreditation Terms and Conditions

13.1 Any Accredited Party whose actions are inconsistent with, or whose Accreditation Device has not been obtained in accordance with, these Accreditation Terms and Conditions may be refused entry to a Venue and/or Zone or may be expelled from a Venue and/or Zone which they have accessed and the relevant Accreditation Device may be confiscated.

13.2 Where IBC or the Host has reasonable grounds to believe that an Accredited Party has not strictly complied with these Accreditation Terms and Conditions, the Accreditation Device of such Accredited Party may be confiscated and rendered invalid.

13.3 Accreditation will not be re-granted once it has been cancelled, except for in exceptional circumstances.

13.4 IBC, the ICC and the Host reserve the right to pursue all of their legal rights and remedies against any Accredited Party in breach of these Accreditation Terms and Conditions at their sole discretion.

13.5 In the event that IBC or the Host revokes an Accreditation, then the formerly Accredited Party may request IBC to provide reason(s) for this decision and/or to review its decision. In the latter case IBC shall implement an informal appeals process pursuant to which the relevant individual (and/or his/her employer) shall be given the opportunity to make representations to ICC's General Manager – Strategic Communications in support of their position. IBC's decision in relation to the status of the formerly Accredited Party following this process shall be final.

## 14. Unforeseen Circumstances

IBC reserves the right to make alterations to the time, date and place of the Event and/or Matches due to unforeseen circumstances. Such circumstances include, without limitation, force majeure, safety and security concerns and decisions of any relevant authority.

## 15. Information and Reporting

15.1 All information requests should be addressed to [mediaoperations@cw19.co.uk](mailto:mediaoperations@cw19.co.uk) with "ICC Cricket World Cup 2019 – Media (Non-Rights Holder) Accreditation Query" in the subject line.

15.2 Any individual who wishes to report a breach of these Accreditation Terms and Conditions by an Accredited Party should contact [mediaoperations@cw19.co.uk](mailto:mediaoperations@cw19.co.uk) with "Report of Breach of Accreditation Terms" in the subject line.

## 16. Miscellaneous

16.1 These Accreditation Terms and Conditions constitute the entire agreement and understanding between the parties and supersedes any prior arrangements, understandings or agreements (whether oral or written) between them relating to the subject-matter hereof. Nothing in this paragraph 16.1 operates to limit or exclude any liability for, or remedy in respect of, fraud.

16.2 No variation of these Accreditation Terms and Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties. The expression "variation" shall include any amendment, variation, supplement, deletion, termination or replacement however effected.

16.3 All Applicants and Accredited Parties irrevocably and unconditionally consent to the collection, use and insertion into a



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database by or on behalf of the ICC, IBC and/or the Host of personal information provided by the Applicants and any Accredited Party for the purposes of implementation of these Accreditation Terms and Conditions, including for administration, communication, enforcement and access control purposes. The ICC, IBC and/or the Host may share such personal information between themselves and with such third parties as may be generally and reasonably required for the proper and efficient staging of the Event and to give effect to any of their respective rights under these Accreditation Terms and Conditions, in accordance with applicable law. All Applicants and Accredited Parties have the right of access to, and correction of, their personal information upon written request to IBC.

16.4 Each of the provisions set out in these Accreditation Terms and Conditions shall be severally enforceable. Notwithstanding that the whole or any part of any provision(s) of these Accreditation Terms and Conditions may be declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, the provision(s) in question (or part thereof, as the case may be) shall be severed to the extent necessary and the other provision(s) of these Accreditation Terms and Conditions and the remainder of the provision(s) in question (as applicable) shall continue in full force and effect.

16.5 No failure or delay by IBC (or by any third party which has rights under these Accreditation Terms and Conditions pursuant to paragraph 16.6 hereof) to exercise any right (in whole or in part) under these Accreditation Terms and Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right. To the extent that IBC (or any third party which has rights under these Accreditation Terms and Conditions pursuant to paragraph 16.6 hereof) is prevented or delayed by matters beyond its reasonable control from performing any of its obligations under these Accreditation Terms and Conditions, IBC (or such third party, as the case may be) shall be relieved of any liability to any Accredited Party for failure to perform or for delay in performing any such obligation(s).

16.6 Each of the following third parties shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce:

- (a) in the case of the Host, paragraphs 1.1(b), 1.1(c)(ii), 2.1, 2.5, 10.2, 11.3, 11.4, 11.5, 12.8, 13.2, 13.4, 16.3 and 16.6(a) of these Accreditation Terms and Conditions;
- (b) in the case of the ICC, paragraphs 2.1, 2.5, 10.2, 10.4, 12.7, 13.4, 16.3 and 16.6(b) of these Accreditation Terms and Conditions.

16.7 These Accreditation Terms and Conditions and any dispute or claim arising out of or in connection with these Accreditation Terms and Conditions (including, without limitation, any dispute or claim relating to non-contractual obligations) will be governed by and interpreted in accordance with English law. Any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with these Accreditation Terms and Conditions or an Accredited Party's attendance at a Match will be submitted to the non-exclusive jurisdiction of the English courts. Notwithstanding the foregoing, IBC reserves the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.

## SPECIFIC ACCREDITATION TERMS

17. No television, radio, internet or other interactive or electronic media broadcaster other than an official licensed broadcaster appointed by the ICC or STAR may broadcast, transmit and/or stream sound or images or a combination of them anywhere in the world of the Event, including, without limitation, any event/function organised prior to the commencement of the Matches, any media

conference, interviews, training sessions, warm-up matches and competitive Matches, the opening ceremony, any post-Match presentations and the closing ceremony, and/or other events/functions which are organised under the auspices of the ICC, IBC, the Host and/or the local organising committee of the Event, save as expressly permitted under these Accreditation Terms and Conditions or the News Access Regulations.

18. Save as specifically permitted by IBC, only IBC, the Production Partners and STAR (or its licensees) are allowed to bring cameras and equipment into the Venues for the purposes of recording live action of, and other activity surrounding, any Match.

19. The Accreditation of any Accredited Party may be withdrawn without notice or reason, at the discretion of IBC, for the purposes of ensuring compliance with (and/or in the event of any breach of) any News Access Regulations by the Accredited Party and/or his/her employer (if any).

20. Event Material may only be used in regularly scheduled *bona fide* daily news programmes/bulletins (specifically excluding any magazine, analysis, feature and/or discussion programmes) of which the actual local, regional, national or international current hard news elements constitute the main feature of the programmes. Such programmes may not be positioned or promoted as Event programmes.

21. Non-rights holders may not make available or provide Event Material to any third party without the prior written consent of IBC.

22. Non-rights holders may not infringe, or facilitate the infringement of, the rights of any party officially associated with the Event and in this regard the non-rights holders may not, without limitation:

- (a) add any sponsorship, product placement, signs or other commercial credits in, on or around its broadcasts, transmissions and/or streaming of Event Material;
- (b) enter into any sponsorship agreements for the broadcast, transmission and/or streaming of the Event Material;
- (c) place any advertising or other commercial message before, during or after the broadcast, transmission or streaming of the Event Material, in such a manner as to imply an association or connection between any third party, or third party's products or services, and the Event; and/or
- (d) alter or add to Event Material so as to remove, change or obscure any advertising or other commercial messages appearing in the Event Material e.g. by way of on-ground signage.

23. Save as set out above, non-rights holders shall have no further access within any Venue with equipment, including, without limitation, for the purposes of conducting interviews, attending media conferences or otherwise on Match days. Where non-rights holders require access to, for example, Match footage for incorporation in their news programmes/bulletins as set out herein, they must seek access to the same only from IBC's appointed news access licensee(s) for the Event. Media conference footage will be made available to non-rights holders by IBC in such manner as it shall (in its absolute discretion) determine.

24. Non-rights holders may not broadcast ball-by-ball commentary or analogous coverage of the Event, whether on a live or delayed basis, or any other material obtained from within the Venue on Match days, including interviews.

25. Non-rights holders may not originate or broadcast, transmit or stream any audio programming from a Venue.

## NON-RIGHTS HOLDING TELEVISION



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26. On any Match day, the Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into a Venue for the sole purpose of reporting the status and/or outcome of each Match on free-to-air or pay television, provided always that the recordings, broadcasts, narrowcasts or other transmissions of sound, data and/or images that are made or taken from inside the relevant Venue comply with paragraphs 27 to 30 (inclusive) and the terms of any applicable News Access Regulations. The Applicant acknowledges and agrees that, save as specifically permitted by IBC he/she shall NOT be entitled to record audio-visual footage himself/herself within any Venue on a Match day.

27. In addition to the remaining terms and conditions set out in paragraphs 28 to 30 (inclusive), unless otherwise permitted or restricted by applicable laws or regulations in the country of transmission, no more than 90 (ninety) seconds of footage per Match may be featured 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 or more than 24 (twenty four) hours from the conclusion of the relevant Match. Access to this footage may be available via IBC's appointed news access licensee for the Event.

## NON MATCH DAYS

28. The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into a Venue for the sole purpose of reporting on participating teams/events around the Event on non-Match days. Coverage on non-Match days (including player interviews, warm-up and training sessions and player diaries) shall not involve coverage on an extended live basis (meaning for this purpose more than 10 (ten) minutes of continuous coverage).

29. All such reporting as may be permitted under paragraph 28 above will be from a Zone.

## NON-RIGHTS HOLDING AUDIO

30. The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into a Venue for the sole purpose of effecting the transmission by radio or via the internet of verbal reports as to the status or results of each Match, provided always that no more than 2 (two) minutes of verbal updates/reports that do not constitute live commentary may be transmitted from the relevant Venue by any means during any single hour of play of any Match. This reporting cannot be in the form of live ball-by-ball commentary. Reporting is restricted to Match status summaries. The Applicant and his/her employer (if any) acknowledge and agree that the News Access Regulations apply.

31. Non-rights holding audio broadcasters in any territory may not broadcast more than 2 (two) minutes of Event Material in any single news programme/bulletin per transmission hour in any medium. Such broadcast may not be ball-by-ball commentary or analogous coverage of the Event.

## PRINT MEDIA

32. The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into any Venue for the sole purpose of reporting in Permitted Publications a description of the status and/or outcome of the Match.

## NON-RIGHTS HOLDING INTERNET

33. The Applicant and the employer acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into Venues for the sole purpose of reporting on the news-related

internet sites of a Permitted Publication a description of the status and/or outcome of the Match. The Applicant and his/her employer (if any) acknowledge and agree that the News Access Regulations apply.

## NON-RIGHTS HOLDING DIGITAL TEXT

34. The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into a Venue for the sole purpose of reporting on the internet a description of the status and/or outcome of the Match or other newsworthy occurrences, provided always that such reporting is limited to text and/or still photos only (but not audio), is for editorial (and strictly non-commercial) purposes only and does not constitute continuous consecutive ball-by-ball commentary (whether live, deferred or delayed).

## NON-RIGHTS HOLDING PHOTOGRAPHERS

35. IBC reserves the right to appoint official photographers for any Match. Such photographers shall be granted preferential rights in respect of positioning in Zones.

36. The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into any Venue for the sole purpose of taking photographs inside the Venues for editorial purposes.

37. Subject only to paragraph 38 below, the Applicant, Accredited Party and their employer (if any) must not (either together or separately):

(a) sell, assign, transfer or license the copyright in photographs taken at any Venue(s) other than to another media organisation (and then always on the strict condition that such media organisation undertakes to only use the photographs for editorial purposes and undertakes not to sell-on or sub-license the copyright in such photographs, which condition shall be strictly enforced by the Accredited Party and their employer); and/or

(b) publish, disseminate or reproduce such photographs other than for editorial purposes (such as publication in the news section of a newspaper).

38. Nothing in paragraph 37 above is intended to or will be used to preclude news agency and newspaper syndication distribution in the normal course of business, including sale of material to third parties for non-commercial use.

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