



New South Wales Rugby League

Terms and Conditions of Media Accreditation

2024 Season

1 December 2023

Background

1. New South Wales Rugby League Limited (**NSWRL**) has the exclusive right to determine the terms and conditions on which members of the Media are granted accreditation, permission and access to Venues at which Matches are played.
2. These *Terms and Conditions of Media Accreditation 2024 Season* are brought into force to ensure that:
 - (a) the importance of the media's role in informing the public is recognised.
 - (b) members of the working media are provided with the opportunity to assist in the accurate reporting of Matches.
 - (c) there are clear levels of access for all accredited media representatives at Matches to facilitate a productive working environment.
 - (d) there is mutual regard to the rights and obligations of media representatives, teams, players and officials, and a respect for the competing needs of each party at any one time during and in relation to a Match.
 - (e) there is respect for the commercial considerations of the sport of rugby league, its broadcasting and commercial rights, and the commercial rights of its participants.

For the avoidance of any doubt, these Terms and Conditions, and the process for the granting of NSWRL Media Accreditation will not be activated by the NSWRL in relation to any Applicant who is not involved in the production of News Content. For example and without limitation, NSWRL Media Accreditation will not be granted to Applicants who are involved with the running of non-commercial rugby league websites. In all circumstances the NSWRL retains the absolute discretion in accordance with these Terms and Conditions, to determine whether or not an Applicant is involved in the production of News Content.

NSW Rugby League Limited

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3. Entry to all Matches held at a Venue, by any person granted and holding NSWRL Media Accreditation, is subject to these Terms and Conditions. A person holding NSWRL Media Accreditation, by applying for and being granted NSWRL Media Accreditation, accepts and understands that the NSWRL Media Accreditation is issued subject to these Terms and Conditions, and that these Terms and Conditions are binding.

General Obligations

4. All NSWRL Media Accreditation will be managed through the NSWRL in conjunction with the NRL. The NSWRL will issue and refuse to issue NSWRL Media Accreditation at its absolute discretion. The NSWRL may impose additional terms, conditions, restrictions and provisions on any NSWRL Media Accreditation, at NSWRL's absolute discretion. Once granted, the NSWRL may revoke any NSWRL Media Accreditation at any time in NSWRL's absolute discretion without being liable to compensate the Applicant or their employer or Media Organisation that the Applicant is connected to or affiliated with.
5. In exercising its absolute discretion stated in **clause 4**, NSWRL may have regard to any facts, matters and circumstances which it considers to be relevant, including without limitation:
 - (a) safety and security concerns.
 - (b) reasonable issues in relation to space and the capacity of Venues to accommodate Applicants.
 - (c) the need to ensure representation spanning across and among Media Organisations.
 - (d) the reach of the Applicant's coverage.
 - (e) Whether or not the Applicant is concerned with, and involved with the production of News Content.
 - (f) the best interests of the NSWRL, Clubs, Participants and the sport of rugby league.

The NSWRL will not exercise its discretion on the basis of gender, race, or any matter that may contravene applicable anti-discrimination legislation.

6. Unless otherwise determined by the NSWRL in its absolute discretion, NSWRL Media Accreditation will not be issued to any person under the age of 18 years. In any circumstance where an Applicant or a Media Organisation acquires Accreditation through the provision of false details regarding an Applicant who is aged under 18 years, the NSWRL may immediately revoke the NSWRL Media Accreditation in its absolute discretion.
7. All NSWRL Media Accreditation and entry at each Venue is subject to:
 - (a) the Event Conditions.
 - (b) the conditions of entry to a Venue.

- (c) any additional credential conditions issued by the NSWRL.
- (d) any reasonable directions issued by the NSWRL.

(**clauses 7(a) to 7(d)** above collectively the **Event Rules**). The NSWRL in its sole discretion reserves the right to amended Event Rules from time to time.

8. Any breach of these Terms and Conditions and/or the Event Rules may result in the Applicant:
 - (a) being refused entry to, or be ejected from, any Venue.
 - (b) having their NSWRL Media Accreditation being confiscated and/or cancelled, and having any other NSWRL accreditation they may have for future Matches cancelled.
 - (c) having sanctions imposed against them including, but not limited to, being banned, prohibited, or disqualified from gaining future NSWRL Media Accreditation for any Match or other function played, promoted, or conducted under the auspices of the NSWRL or any Club.
 - (d) where there is a serious or repeated breach(es) by the Applicant, having that Applicant's employer's NSWRL Media Accreditation (as well as the NSWRL Media Accreditation issued to each of its employees and associated persons) being suspended on terms determined by the NSWRL.
9. The NSWRL reserves the right, in its absolute discretion, to immediately withdraw NSWRL Media Accreditation from any Applicant or Media Organisation where:
 - (a) the Applicant or Media Organisation repeatedly fails to follow the reasonable directions of the NSWRL or other Organiser under these Terms and Conditions or the Event Rules.
 - (b) where the NSWRL considers it is no longer in the NSWRL's best interest for the Applicant to continue to hold NSWRL Media Accreditation.
 - (c) where in the opinion of the NSWRL, any other factor has become relevant, including without limitation the matters stated in **clause 5**.

Working with Children Check

10. An Applicant who covers, or intends to cover Matches involving Participants under the age of 18 years is required to, and must submit a WWCC with their application for NSWRL Media Accreditation.
11. In the circumstances of an application for NSWRL Media Accreditation which includes the intended coverage of Matches involving Participants under the age of 18 years, the NSWRL shall in all instances refuse the Applicant's application for NSWRL Media Accreditation if a Working With Children Check is not submitted at the time the application is made. A Working With Children Check must be submitted to the NSWRL before the Applicant's application for NSWRL Media Accreditation is considered beyond it being refused.

12. The NSWRL in its sole discretion may deny, suspend, limit or cancel the Applicant's NSWRL Media Accreditation should the Applicant's Working With Children Check be suspended, cancelled or if it expires without the Applicant providing satisfactory evidence of its renewal to the NSWRL. On suspension, cancellation or expiry of a Working With Children Check, the Applicant shall not be permitted to enter a Venue using any NSWRL Media Accreditation.
13. An Applicant whose NSWRL Media Accreditation has been suspended, cancelled or has expired may reapply for NSWRL Media Accreditation once a Working With Children Check is obtained by the person and submitted to the NSWRL for the NSWRL's consideration.

Devices

14. NSWRL Media Accreditation devices remain the property of the NSWRL at all times. NSWRL Media Accreditation shall not under any circumstances be on-sold, exchanged for fee or reward or other valuable consideration, lent, hired out, borrowed or otherwise commercially dealt with. If NSWRL Media Accreditation has been dealt with in contravention of **clause 14**, the Applicant will be refused entry or directed to leave any Match and Venue, and the Applicant will not be eligible for any future NSWRL Media Accreditation unless the NSWRL determines otherwise at its absolute discretion.
15. An Applicant must wear and display their issued NSWRL Media Accreditation at all times within the Venue. Each Applicant must keep their NSWRL Media Accreditation safe and in good condition at all times, including by not tampering or altering the device.

Behaviour

16. NSWRL Media Accreditation is issued strictly on the condition and on the basis that the Applicant only accesses the Venue for the purposes of News Reporting. The Applicant acknowledges and agrees that they will not engage in the direct provision of information to non-NSWRL Media Accredited parties for any reason other than News Reporting.
17. NSWRL Media Accreditation can only be used while representing the Media Organisation listed on the Application, and only when the Applicant is required to by that Media Organisation to be 'on duty' and working at a Match.
18. An Applicant is strictly prohibited from using NSWRL Media Accreditation to provide a guest access to a Venue, or any restricted area within a Venue. Contravention of this provision will without limitation result in automatic confiscation of the Applicant's NSWRL Media Accreditation.
19. Each Applicant will conduct himself or herself in a way that will not cause offence to, or otherwise inhibit the enjoyment of, other media, rights holders, players, teams, or patrons at the Venue.

Indemnity and Risk

20. Each Applicant acknowledges and agrees that at all times while present within a Venue,

the Applicant shall move in and around the Venue at their own risk and in accordance with the Event Rules.

21. The Applicant (and their employer and News Agency or Media Organisation with which the person is connected) and each Media Organisation agrees to indemnify, keep indemnified and hold harmless the Organisers and each of the Organisers against any loss, claim, liability, expense, amount or damage resulting from a breach of the Event Rules by:
 - (a) the Applicant (whether or not the Applicant is acting within the scope of the Applicant's employment or contract with the employer and News Agency or Media Organisation with which the person is connected);
 - (b) the Applicant's employer and News Agency or Media Organisation with which the person is connected; or
 - (c) a Media Organisation,where that breach results in the revocation of NSWRL Media Accreditation.
22. The Applicant is required to provide to the NSWRL a certificate of currency for:
 - (a) public liability insurance (\$20,000,000); and
 - (b) workers compensation insurance as required by law.

News Content

Video, Audio, and Audio-Visual Material

23. Subject always to these Terms and Conditions, the Applicant together with their employer and Media Organisations are prohibited from:
 - (a) recording, broadcasting, transmitting, or assisting any person to record, broadcast, or transmit from within, or at a Venue by any means whatsoever including:
 - (i) Video or other moving images; and
 - (ii) Audioin relation to a Match at a Venue; and
 - (b) selling, licensing, distributing, or otherwise publishing, disseminating, or reproducing for any purpose (commercial or otherwise), whether in whole or in part, any Recording.
24. Subject to **clause 23**, obtaining prior written approval from the NSWRL and subject to the Applicant and their employer and Media Organisation complying with all reasonable directions of NSWRL representatives, the Applicant may record Video and/or Audio from the official NSWRL Match post-match media conference (if such a media conference is conducted).

Radio Broadcast

25. Radio or digital broadcasters interested in covering NSWRL competitions are required to enter into a non-exclusive radio broadcast agreement with the NSWRL. Broadcasters are directed to contact shoneysett@nswrl.com.au for a copy of the agreement.
26. Following this process and subject to the agreement being entered into, one representative of the contracting organisation may apply for NSWRL Media Accreditation for all radio broadcast staff required to work at Matches.

General Prohibition on Commercial Use

27. The rights granted to the Applicant, their employer, and/or Media Organisation in relation to Text, Data, and Photography prohibit any Commercial Purpose or Commercial Use in all circumstances, unless:
 - (a) the NSWRL (in its absolute discretion) grants the Applicant, their employer, and/or Media Organisation prior written consent on terms to be determined by the NSWRL in its absolute discretion. For the avoidance of doubt prior consent includes but is not limited to Advertising and Promotional Materials, and Merchandising and Licensing; and
 - (b) the Applicant pays the Licence Fee.

Text and Data

28. The Applicant has a right to produce and publish Text; and capture, produce, and publish Data, relating to a Match at the Venue, subject to the following:
 - (a) the publication of Text and Data being subject to the restrictions set out in these Terms and Conditions; and
 - (b) the publication of the Text and Data shall not include Text updates or Text and Data updates together, approximating live or continuous coverage for the duration or a substantial period of the Match.

Photography

29. The Applicant has the right to take and publish Photographs relating to a Match taken within the Venue, subject to the restrictions in set out in these Terms and Conditions.
30. Photographs taken within a Venue may be transmitted to an outside Media Organisation for publication by that Media Organisation solely for News Reporting, provided that photographs are not published or updated:
 - (a) at a rate and frequency of Photograph updates that equates to approximating live or continuous coverage for the duration or a substantial period of a Match; or
 - (b) to simulate Video of a Match or a part of a Match or anything that occurs within a Venue.

Distribution

31. An Applicant seeking Sporting Access for Photography may only take Photographs for the Media Organisation listed on the Application. However, at the sole discretion of the NSWRL, this may be extended to other Media Organisations that are Related Companies within the meaning of the *Corporations Act 2001* (Cth).
32. Text and Data collected at the Venue by Media Organisations may be distributed to third parties, provided the Media Organisation ensures any third-party use is not for Commercial Purposes or Commercial Uses, and is otherwise wholly consistent with the principles of genuine News Reporting.
33. Subject to **clause 31**, a Media Organisation distributing to a third party must instruct the third party(s) of the obligations which flow from these Terms and Conditions. The Media Organisation accepts all responsibility of advising and for enforcing this provision with respect to third parties, and the consequences of any breach of these Terms and Conditions by the third party.

Archive

34. An Applicant, their employer, and Media Organisations are each prohibited from:
 - (a) creating or developing a database or archive or any amount of Text or Data or Photographs; and
 - (b) in any way exploiting such a database, for any purpose other than solely for News Reporting purposes by the Applicant, their employer, and Media Organisations only, including the provision of a statistical service (but may include basic statistics for the purposes of News Reporting) or data feeds, live or near-live scoring or any other feeds approximating live or continuous coverage for the duration or a substantial period of a Match.
35. Despite **clause 34**, a Media Organisation whose primary business is the dissemination of news, or whose primary business is the syndication of news and who, as part of its ordinary archiving practice, incorporates Text, Data, or Photographs into a syndicated news wire, may archive Text, Data, or Photographs (**Archived Material**) provided that:
 - (a) the Archived Material is not used for any Commercial Purpose or Commercial Use without prior written consent of the NSWRL; and
 - (b) access to and use of any Archived Material by the Applicant, their employer, Media Organisations, or any their subscribers and/or customers is solely for News Reporting purposes in accordance with these Terms and the Code.
36. An Applicant, their employer, and Media Organisations may permit their subscribers and/or customers to archive any Archived Material provided that:
 - (a) the subscribers and/or customers are required to comply with these Terms and Conditions; and
 - (b) the Applicant, their employer, and Media Organisations enforces **clause 35** with

respect to its subscribers and customers as a matter of its standard business practice.

Copyright

37. Nothing in these terms limits the rights of the Applicant, their employer, or a Media Organisation's rights pursuant to the *Copyright Act 1968* (Cth) (**Copyright Act**). Notwithstanding this, or any other provisions of these Terms, NSWRL reserves the right to take any action under the Copyright Act, and these Terms and Conditions do not in any way limit the ability of the NSWRL to exercise those rights.

Definitions

Advertising and Promotional Materials means any advertisements and promotional materials and includes, but is not limited to, posters (other than those that form part of a newspaper or sports-related magazine of the same size and with print on the reverse and with no logos or designations of any third party), stickers, competitions, recordings, videos and films, advertisements, point-of-sale material.

Applicant(s) means a person or entity applying or has been granted NSWRL Media Accreditation.

ARLC means Australian Rugby League Commission Limited.

Audio means and includes any sounds from within a Venue including any commentary or verbal description of a Match.

Club means any entity that operates a rugby league club that participates in a NSWRL competition.

Commercial Purpose or Commercial Use means any commercial purpose or commercial use and includes, but is not limited to:

- (a) Advertising and Promotional Materials;
- (b) Merchandising and Licensing purposes;
- (c) any use in any manner that suggests an endorsement by or sponsorship of ARLC, NRL, NSWRL, Club, official rugby league activities, or any Participant;
- (d) any use in connection with any third party or in any manner promoting or being associated with any third party unless with the prior written approval of NRL (which may be withheld in its absolute discretion);
- (e) operating a statistics service; and
- (f) Photographs being used by a non-Media Organisation on:
 - (i) a website or webpage or mobile device;
 - (ii) in a publication; or
 - (iii) via any other medium or on any technical platform including individual

publications, webpages, digital platforms or print media;

for any purpose other than publishing of News Content including where that platform or medium is or will be genuinely and ordinarily used for the publication of News Content.

Data means and includes all data, information and statistics of whatever nature relating to a Match, Venues, attendees and any activities at the Matches or Venues.

Event Conditions means event conditions, as amended by the NSWRL and the Venue from time to time.

Licence Fee means the fee payable to the NSWRL by the Applicant, their employer, and/or Media Organisation for Commercial Purpose or Commercial Use of Text, Data and Photographs. Unless otherwise determined by the NSWRL, the Licence Fee payable for the 2024 rugby league season shall be \$3,000 exclusive of GST in respect of each Licence granted.

Match means all Rugby League matches including, but not limited to, of The Knock-On Effect NSW Cup, Harvey Norman NSW Women's Premiership, Jersey Flegg Cup, Leagues Clubs Australia Ron Massey Cup, Denton Engineering Cup, Peter McDonald Premiership, Sydney Shield, UNE SG Ball Cup, UNE Harold Matthews Cup, Westpac Tarsha Gale Cup, SLE Laurie Daley Cup, Westpac Lisa Fiaola Cup, SLE Andrew Johns Cup, Men's Country Championships and Women's Country Championships.

Media Organisation means an organisation (either a News Agency or General Media) whose primary purpose is providing News Reporting by any technical platform including individual publications, news websites, digital platforms, radio and television broadcasters, print media and news agencies. Such an organisation will usually:

- (a) play a significant role in informing the mass public;
- (b) accept the responsibilities and ethics of journalism; and
- (c) employ properly trained media personnel.

However for the avoidance of doubt, the NSWRL may in its absolute discretion determine that a Club that employs an Applicant is a Media Organisation if the Applicant is applying for NSWRL Media Accreditation on the basis that, if granted, the purpose of the person using the NSWRL Media Accreditation is to produce News Content for publication on the Club's own website and social media channels.

Merchandising and Licensing means any merchandise and licensed products including, but not limited to, memorabilia, collectors' cards, calendars, clothing, packaging, posters, games (including computer games), software, and avatars.

News Agency means an organisation whose primary business is the syndication of news, rather than its publication.

News Content means content collected by a Media Organisation at a Venue that is not sold or produced or used for a Commercial Purpose or Commercial Use, namely:

- (a) Text (such as factual articles, editorial opinion, blogs and tweets);

- (b) Photographs (including in the form of photo galleries and iconic images);
- (c) Data (in the form of scores, team lists and/or basic statistics); and
- (d) a combination of two or more of the above forms.

News Reporting means the reporting of News Content by a Media Organisation.

NSWRL means New South Wales Rugby League Limited.

NSWRL Media Accreditation means permission for an Applicant to cover matches controlled by the NSWRL in both metropolitan Sydney and regional NSW. This includes, but is not limited to, The Knock-On Effect NSW Cup, Harvey Norman NSW Women's Premiership, Jersey Flegg Cup, Leagues Clubs Australia Ron Massey Cup, Denton Engineering Cup, Peter McDonald Premiership, Sydney Shield, UNE SG Ball Cup, UNE Harold Matthews Cup, Westpac Tarsha Gale Cup, SLE Laurie Daley Cup, Westpac Lisa Fiaola Cup, SLE Andrew Johns Cup, Men's Country Championships, Women's Country Championship, and NSWRL finals series (including NSWRL Grand Final Day) Rugby League matches. For the avoidance of doubt any and all accreditations granted by the NSWRL does not grant accreditation to an Applicant to cover Rugby League matches controlled by the NRL Telstra Premiership Matches (including Finals Series and Grand Final) and Representative Matches.

NRL means the National Rugby League Limited.

NRL Telstra Premiership Matches means competitions matches controlled by the NRL and played on a weekly basis.

Organisers means NRL, ARLC, NSWRL, Club, and/or Venue and each of their employees, officers, representatives, and agents.

Participants means the players, referees, on-field officials, and other representatives of NRL, ARLC, NSWRL or Club.

Photographs means any single still visual image and/or material or information capable of being converted into a still visual image relating to a Match, Venues, attendees and any activities at the Matches or Venues.

QRL means Queensland Rugby League Limited.

Representative Matches means representative matches run under the auspices of the NRL and/or ARLC including Auckland Nines, City v Country, Test, State of Origin, and All Stars (NSWRL does not provide media accreditation for these events).

Sporting Access means access to restricted areas of a Venue including the field of play and dressing rooms.

State means New South Wales Rugby League and Queensland Rugby League

State of Origin means the annual three match series played between the NSWRL and the QRL

Terms and Conditions means the terms and conditions as set out in this agreement.

Text means all forms of written material relating to a Match, Venues, attendees and any activities at the Matches or Venues (other than Data) and includes descriptions of play.

Venue means any Rugby League ground where a Match is played.

Video means any moving visual image or any series (being at least two) and/or any collection of single still images and/or information image or frame made available to simulate a moving visual image.

Working With Children Check means the NSW government legislated working with children check required for all individuals who will be working with children under the age of 18 years.

Anyone with an enquiry in relation to these Terms should email shoneysett@nswrl.com.au.

