
**AUSTRALIA CUP 2023 FINAL ROUNDS
FOOTBALL AUSTRALIA TERMS OF ACCREDITATION
FOR MEDIA ACCREDITATION PASS HOLDERS**

The completed, signed and dated Australia Cup 2023 Final Rounds accreditation application form (**Form**) and these terms (including any incorporated terms), form a legally binding contract (**Agreement**) between the person named on the Form (**you**) and Football Australia Limited ACN 106 478 068 (**Football Australia**). By applying for accreditation, you agree to the terms of this Agreement.

1 GENERAL

- 1.1 You warrant that the information provided by you on the Form is current, true, and correct.
- 1.2 Football Australia will not process any Form that:
- (a) is not clear, signed or completed in full; or
 - (b) has not been received by Football Australia before the Deadline.
- 1.3 Football Australia reserves the right to not accept any Form in its absolute discretion. Football Australia's decision is final and unsuccessful applicants cannot resubmit an application for accreditation.
- 1.4 If Football Australia accepts your application, Football Australia will notify you in writing and forward you an accreditation pass with applicable access zones (**Accreditation**).

2 TERMS OF USE

- 2.1 You must comply with all terms of this Agreement, those set out on your Accreditation and the Schedule (as applicable).
- 2.2 You must comply with:
- (a) Football Australia's applicable rules and regulations (including the National Code of Conduct and Ethics and National Spectator Code of Behaviour, available at <https://www.footballaustralia.com.au/governance/statutes-and-regulations> or on request), to the extent that such do not directly conflict with the rights granted in your Accreditation; and
 - (b) the Venue operator's rules and regulations (including the Terms of Admission and COVID-19 General Access Rules as prescribed by Football Australia and/or the Venue operator from time to time), which may include:
 - (i) pre-entry screening requirements such as temperature checks, evidence of COVID-19 vaccination and QR code check-in;
 - (ii) face masks and physical distancing requirements;

- (iii) other health checks and requirements as determined by the applicable Federal, State and Territory Governments; and
- (iv) general inspections, bag checks, and the removal of any prohibited and restricted items.

2.3 You acknowledge that the Accreditation:

- (a) is issued to you personally and cannot be loaned, transferred, assigned or licensed to any other person; and
- (b) must be worn and prominently displayed at all times while in the Venue, other than when your role at the Match prevents you from doing so (such as television presenters on camera).

2.4 Depending on your role, a further condition (such as wearing a designated bib) may be imposed on access to certain zones within the Venue.

2.5 It is an essential condition of this Agreement and of the right of admission to the Match conferred on the holder of a ticket that you agree with Football Australia:

- (a) not to resell or transfer, or attempt to resell or transfer, the ticket at a premium;
- (b) not to use it for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; and
- (c) not to bundle it with other goods or services, without Football Australia's prior consent. If this condition is breached, Football Australia may, in addition to any other remedy and even if the holder of the ticket did not have notice of the condition or the breach, deny the holder admission to the Match and retain the price of the ticket.

2.6 You will gain entrance to the Venue (and a zone within the Venue) only with your ticket, where applicable, and on presentation of valid Accreditation and, if requested, proof of identity.

2.7 You must not:

- (a) carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by Football Australia), which is visible at the Match; or
- (b) do anything which brings Football Australia, the Match or football into disrepute.

- 2.8 You must comply with the directions of Football Australia staff or those appointed by Football Australia into Event or Media Management roles whilst in and around the Venue on Match Day.
- 2.9 You must not use any information obtained as a result of your Accreditation for the purpose of anyone betting on, or in relation to, any Match or in any other way which may amount to a breach of Football Australia's National Code of Conduct and Ethics.
- 2.10 Football Australia may at any time issue further directions, conditions and policies relating to Accreditation and access to the Venue, which you must comply with.

3 HEALTH & SAFETY GUIDELINES

- 3.1 You agree that an inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the event, however caused or contracted, and voluntarily waive all claims and potential claims against Football Australia and the Venue operator relating to such risks.
- 3.2 You should source your own Personal Protection Equipment.
- 3.3 You must comply with all with all government restrictions, directives of health authorities and directions, conditions and policies of Football Australia and the Venue relating to health and safety.

4 RESTRICTIONS OF FILMING AND PHOTOGRAPHS

- 4.1 From two hours before the start of the Match until one (1) hour after the end of the Match, only the Host Broadcaster and other Football Australia approved rights holding broadcasters are allowed to film or record any vision inside the Venue (including in the dressing rooms and on the field of play). For the avoidance of doubt, this means non-rights holders (television and radio) cannot record "stand-ups" with the crowd, Venue or Match in the background.
- 4.2 Paragraph 4.1 does not apply to the post Match media conference that is held in the official post Match media conference room. The post Match media conference is open to all news crews and non-broadcasting television and radio stations.

5 REPLACEMENT, SUSPENSION OR CANCELLATION

- 5.1 The Accreditation is and remains the property of Football Australia and Football Australia may suspend or cancel Accreditation at any time, including where you do not comply with this Agreement.
- 5.2 The suspension or cancellation of Accreditation by Football Australia and your eviction from the Venue is without prejudice to any other rights or remedies that Football Australia or any other regulatory body may have against you or your Organisation. Suspension or

cancellation may also impact on rights to accreditation for you and your Organisation for future Football Australia matches.

- 5.3 Lost or stolen Accreditation must be immediately reported to Football Australia in writing. Football Australia may, in its absolute discretion, issue duplicate Accreditation and charge a replacement fee.

6 LIABILITY

6.1 You agree:

- (a) that your movement in and around the Venue is at your own risk;
- (b) not to bring any claim or proceeding against Football Australia for any damage, loss, injury, or liability you may suffer in accessing the Venue or carrying out your duties; and
- (c) to safeguard your equipment or property (including personal property such as bags and money) and acknowledge that Football Australia is not responsible for any lost, stolen or damaged property.

6.2 Football Australia:

- (a) is not liable to you for any loss or damage you suffer as a result of the Match being cancelled, postponed or changed;
- (b) is not liable to you for any loss or damage you suffer as a result of Football Australia exercising its rights in accordance with this Agreement (including pursuant to section 5);
- (c) disclaims the existence of any common law duty of care to you and any holder of the ticket; and
- (d) except for liability that by law cannot be excluded, Football Australia excludes all liability to you in tort (including negligence), contract or bailment for acts or omissions of Football Australia, its employees and contractors arising out of or in relation to your access to the Venue.

7 PRIVACY

- 7.1 The personal information that Football Australia collects on the Form is used for the purpose of processing your request for accreditation. You may request access to personal information Football Australia holds about you by sending an email to privacy@footballaustralia.com.au. For full details of Football Australia's Privacy Policy, go to www.footballaustralia.com.au.

- 7.2 You acknowledge that you may be filmed or recorded while in the Venue and that you will not make any claim against Football Australia for the use of your name, voice, image and/or likeness in association with such film or recording.

8 GENERAL

- 8.1 Those approved for Australia Cup 2023 Final Rounds media accreditation do not automatically receive entry to a match. Accredited media must contact the Football Australia media department in-advance of the scheduled date of said match to seek approval/confirm their attendance at a particular match.
- 8.2 Football Australia may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases.
- 8.3 Football Australia reserves the right to amend or update this Agreement at any time without prior notice by issuing new terms and conditions. It is your obligation to ensure that you have read, understood and agree to the most recent terms and conditions before continuing to use your Accreditation.
- 8.4 The dates, times, participating teams and the Venue of an Australia Cup Match may change without notice to you.
- 8.5 This Agreement:
- (a) is governed by the law applicable in the state of New South Wales and each party submits to the jurisdiction of the courts of that state; and
 - (b) is the entire agreement between Football Australia and you in respect of its subject matter.
- 8.6 Any terms used but not defined in these terms, have the meaning given to them on the Form.

Schedule

1.1 MEDIA ACCESS

- (a) Accredited parties are entitled to enter the venue and access media areas on match days, including the press box (or assigned area of the venue) and post-match media conference room. At no point is access permitted to the tunnel, change rooms or the field of play before, during or after the match.
- (b) In order to access the press box (or assigned area of the venue), a valid match ticket will be required in addition to the Accreditation.

1.2 BROADCASTER ACCESS

- (a) Where non-rights holders (radio and TV) are granted permission by Football Australia to access the field of play, they will require a supplementary device (bib) for access to the field of play which they will need to sign for prior to the match and return at the end of the match. The bib will be issued to the non-rights holder (radio and TV) by the Australia Cup club, Football Australia or venue management personnel.

1.3 PHOTOGRAPHER

- (a) Accreditation is granted to the photographer for the sole purpose of the photographer providing photographs or images to the publication/website/agency. The photographer must be employed by, or engaged by, the publication/website/agency specifically to supply photographs or images. The publication/website/agency must be acknowledged by Football Australia as a recognised football, sporting or news publication/website/agency.
- (b) Photographs or images will only be used by the photographer or the publication/website/agency for editorial or non-advertising purposes and not for any commercial purpose other than as specified in these terms. For the avoidance of doubt, commercial purposes including using photographs or images for licensing endorsements, merchandising, memorabilia or marketing. The rights of the photographer or the publication/website/agency under these terms do not authorise the licensing of any rights in photographs or images to any third party. Photographs or images may not be made available by any party for private or public sale without prior written permission of the Football Australia. The photographer will not record moving pictures or audio material at any time.
- (c) Unless the photographer is engaged by Football Australia as the official Football Australia photographer, the photographer must remain behind the sponsor boards behind the goal lines at each end of the pitch, excluding any team line-up shots pre kick-off. The photographer will at all times wear an Australia Cup bib (in case of inclement weather, bibs must be worn over any other clothing) whilst within the perimeters of the venue which he/she will need to sign for prior to the match and return it at the end of the match. The bib will be issued to the photographer by the Australia Cup club, Football Australia or venue management personnel. The

photographer agrees to at all times accept all reasonable directions given by the Host club representative, Football Australia or venue management personnel.