



RUGBY WORLD CUP SEVENS 2009

MEDIA ACCREDITATION TERMS AND CONDITIONS

1. Introduction

The following Accreditation Terms and Conditions are applicable to the Rugby World Cup Sevens 2009 in Dubai and are designed to ensure a fair and efficient functioning of the accreditation process for the Tournament. The Accreditation Terms and Conditions, which are issued by Rugby World Cup Limited, apply from the time a member of the media is issued with his/her accreditation.

All Accreditations are issued subject to these Terms and Conditions and will be applied in conjunction with the official **Tournament Media Rules**. These Accreditation Terms and Conditions only apply to media representatives. The accreditation process is managed by the Rugby World Cup Sevens 2009 Organising Committee (OC) on behalf of Rugby World Cup Limited.

2. Definitions

“Accreditation” An individual and non-transferable right of access to one or more areas at a Venue for a specified period, solely for the purpose of carrying out the function to be performed by the Accredited Party.

“Accreditation Device” The official proof of Accreditation provided to an Accredited Party by RWCL which grants to the Accredited Party access to the relevant areas of the Venue(s) for a specified period in accordance with these Terms and Conditions.

“Accredited Party” An Applicant who is granted Accreditation in accordance with these Terms and Conditions.

“Applicant” Any person applying for Accreditation in accordance with these Terms and conditions.

“Organising Committee” The Organising Committee of Rugby World Cup Sevens 2009 appointed by the Arabian Gulf Rugby Football Union to manage the accreditation process. The accreditation process will be managed on behalf of RWCL.

“RWCL” Rugby World Cup Limited of Huguenot House, 35-38 St Stephen’s Green, Dublin 2, Ireland.

“Tournament” The Rugby World Cup Sevens 2009 Tournament held in Dubai from 5 March to 7 March 2009.

“Venue” Area under the control of the Organising Committee and/or RWCL for the Tournament which require Accreditation to gain access including, without limitation, the stadium at which matches are taking place.

3. Accreditation Application

3.1 Accreditation applications can be submitted either by an individual media

representative or a nominated senior representative of a media organisation who will submit separate applications on behalf of all the organisation's intended Applicants. All applications must contain the name of the requisite person in the organisation who has the authority to nominate a person for application. Accreditations, once approved, are provided for an individual only and are strictly non-transferable.

3.2 Application for Accreditation is only available via the system specified by the Organising Committee unless otherwise agreed by RWCL. Only application forms that are fully completed and submitted to the Organising Committee by the stated deadline will be processed. Application forms that are incomplete, unclear or late will be rejected.

3.3 Neither the Organising Committee nor RWCL shall be liable for incorrect entry of information by an Applicant, technical malfunctions of the Internet or failure of computer hardware or software and/or any administrative errors of any nature.

3.4 Applicants must request Accreditation strictly in accordance with the functions to be performed by them during the Tournament. Applicants must also provide the number of a valid identity document (either national identity card or Passport).

3.5 By completing the online application form, all Applicants acknowledge and agree that:

- They have read these Accreditation Terms and Conditions, accept and agree to be bound by them and will comply with them in full, or
- They have provided the Accreditation Terms and Conditions to all persons for whom they are submitting Accreditation applications and will ensure that they will only submit requests for Accreditation for persons who have read and accepted and agreed to be bound by these Accreditation Terms and Conditions and will comply with them in full. And further that such persons have consented to the provisions of section 3.7 below.

3.6 All applications for Accreditation will be managed by the Organising Committee on behalf of RWCL. The approval of Accreditation applications is the responsibility of RWCL.

3.7 All Applicants hereby acknowledge and accept that their details (including personal details) may be stored and processed in electronic form (including, but not limited to, as part of a database) by the Organising Committee and RWCL and that such details may be shared with and/or provided to third parties for the purposes of implementation of the Accreditation arrangements and the Terms and Conditions of Accreditation, which may also involve the transfer of such details across international borders to effect such purposes. Such details/data may also be used for the purposes of updating the IRB/RWCL contact database and Applicants hereby agree that their personal data/details may be processed, used, stored and transferred for such purposes. The Applicants are informed that they have a right of access, a right of rectification and a right of objection regarding their personal details. Applicants may exercise these rights by contacting the Organising Committee or RWCL.

4. Approval Process for Accreditation

4.1 RWCL will determine the appropriate Accreditation for the Applicant (if any). RWCL reserves the right to turn down any application at its discretion and without providing any reason for doing so. All decisions of RWCL are final.

4.2 The Organising Committee will endeavour to notify all Applicants about the status of their Accreditation application by email.

4.3 RWCL reserves the right to amend or limit an Accreditation and will notify the Applicant accordingly. The Applicant agrees and accepts to be bound by such amendments and/or limitations immediately upon receipt of such notification.

4.4 If an Applicant is successful he/she will be provided with an Accreditation Device which must be clearly displayed at all times inside accredited areas at the Tournament Venue. This Accreditation Device is personal and strictly non-transferable.

4.5 The Accreditation Device can be collected at a nominated accreditation centre upon presentation of suitable identification (national identity card or passport only). Upon collection of the Accreditation Device, the Accredited Party must sign a separate form to confirm receipt of the Accreditation Device and to acknowledge acceptance of the Accreditation Terms and Conditions.

4.6 RWCL reserves the right to unilaterally revoke the Accreditation of any Accredited Party at any time if it appears that:

- Any unauthorised changes have been made to the Accreditation Device and/or it has been copied or counterfeited
- The Accreditation Device was not obtained directly via the official accreditation channel
- The Accredited Party is not undertaking the role as set out in the application process
- The Accredited Party does not comply with these Accreditation Terms and Conditions and/or the match ticket terms and conditions
- The Accredited Party is in breach of the Media Rules and/or applicable News Access Regulations.

When an Accreditation is revoked the Accreditation Device is to be handed back to the Organising Committee. The formerly Accredited Party will no longer be eligible to apply for media tickets to gain entry to the Venue.

4.7 In the event that the Accreditation Device is lost or stolen, RWCL shall at its sole discretion decide whether a new Accreditation Device will be issued.

4.8 In the event that an Accreditation Device is lost or stolen the Accredited Party must:

In the event of theft:

- Report the theft to the police within 24 hours after its detection
- The issued theft notification must be presented at an accreditation centre within 48 hours

In the event of loss:

- Loss of any accreditation pass must be reported to the accreditation centre within 24 hours

4.9 If an Accredited Party is to be replaced by another person, pre-Tournament or during the Tournament the individual media representative to be replaced or a nominated senior representative of the media organisation must submit a request to the Tournament Accreditation Manager. The request must clearly state the reason for the replacement and must specify all the information of the existing Accredited Party (including the Accreditation Device number) and full details of the replacement Applicant. If an Accreditation Device has already been issued it must be returned to the Organising Committee at an official accreditation centre. RWCL reserves the right, to refuse the proposed replacement, or to limit the scope of the Accreditation granted.

5. Utilising the Accreditation

5.1 Access to the Venue shall only be granted upon presentation of a valid Accreditation Device. The Accreditation Device must be clearly displayed at all times and the Accredited Party must comply with the safety and security regulations of the Venue.

5.2 The Accredited Party hereby agrees to (and agrees to be bound by and to fully comply with) the Media Accreditation Terms and Conditions, which are available at the time of application for Accreditation. The Accredited Party acknowledges and accepts that any breach of these Terms and Conditions of Accreditation and may result in the Accreditation being withdrawn or cancelled.

5.3 The Accredited Party must follow the directions of the security personnel and all those duly authorised to give such directions at the Venue. Each Accredited Party is obliged to submit to body searches and searches of any bags or other items in their possession.

5.4 Each Accredited Party acknowledges that they shall move in and around a Venue at their own risk. Neither RWCL or the Organising Committee, or their servants or agents will be liable for any loss, injury or damage howsoever caused to the Accredited Party (or his/her principal or employer) save for death, personal injury or damage caused by the negligence of the servants or agents of RWCL or the Organising Committee.

5.5 The Accredited Party and his/her principal or employer shall jointly and severally indemnify and hold harmless RWCL against any loss (including consequential loss) or damage to RWCL or its employees, officers and agents, resulting from a breach of these Terms and Conditions by the Accredited Party and/or such principals or employers or resulting from suspension, withdrawal, revocation or cancellation of Accreditation.

5.6 Access to the Venue will be refused to any person 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 and/or in a manner that is not in keeping with the conduct of attendees at a major international sporting event (or such person may be required to leave the Venue). Furthermore, access will be refused to any person whose appearance or behaviour negatively affects the public standing of the Tournament (or such person may be required to leave a Venue).

5.7 All Accredited Parties at a Venue are strictly prohibited from wearing, possessing or holding promotional or commercial, political, religious, racist or similar objects and materials, offering to sell, selling or possessing with intent to sell goods such as drinks, food, souvenirs, clothes, promotional and/or commercial items.

5.8 Each and every Accreditation Device remains the property of RWCL. In the event of a breach of any of these Accreditation Terms and Conditions or Tournament Media Rules, Accreditation may be suspended, withdrawn or cancelled by RWCL at RWCL's absolute discretion.

5.9 An Accredited Party may not sell or transfer their Accreditation Device or use it jointly with third parties. The Accreditation Device must not be used for any kind of commercial purpose.

6. Conditions of Accreditation

As a fundamental condition to the issue of each Accreditation Device, the Accredited Party accepts that:

6.1 Any Accredited Party attending a Venue agrees that the Tournament is a public event and the Accredited Party agrees that use may be made, free of charge, of his/her name, voice, image and likeness by means of live or recorded audio/visual broadcast or transmission or recordings, photographs or any current or future technologies.

6.2 News Access Regulations:

Non-rights holding broadcasters (whether television, radio or new media) must comply with the News Access Regulations applicable to Non-Rights Holding Broadcasters of the Tournament specified by RWCL.

6.3 General Prohibition on Sound and Image recordings

Except as set out above in section 6.2 above and permitted by sections 6.4 to 6.6 below, the Accredited Party and/or principal shall not at any time, whether now or in the future, for commercial use or otherwise:

(i) take, produce, or publish or distribute via any media or device, any image (whether moving or still), moving film or electronically generated images (which shall include without limitation images generated, or distributed by any form of digital camera or device capable of picture messaging such as, without limitation, mobile telephony devices and PDA's,) of any aspect of the Tournament or any frame of any television screen (or video or monitor) depicting any aspect of the Tournament or any picture taken from a television signal or camera signal; or
(ii) take, capture, produce or transmit via any media or device any sound recordings or audio transmission or any live (or "as live") sound reporting of the Tournament including (but not limited to) any interview or broadcast originated from within any Venue and/or any mobile telephony and/or wireless and/or online data service. Such prohibition includes, without limitation, any other type of broadcast, including on-line/website match-tracking, live play-by-play text commentary and/or live scoring service for broadcast, publication, distribution or exhibition via television, radio, Internet, mobile telephone, or wireless format of any kind.

6.4 Permitted Written press and Internet news-based publications:

Accredited Parties representing the written press or other media who provide information and/or reports thereto shall only be entitled to report for normal written journalistic (editorial) usage within print and online media. When reporting on the Tournament the Accredited Party and the principal/publication shall comply with the Media Visual Guidelines in relation to any reference to the title of the Tournament and/or any of the Tournament logos.

6.5 Photographers: Permitted Written Press and Internet news-based sites:

Accredited Photographers may only originate still photographic pictures of the Tournament for use on or in print and online media and provided always that:

(i) They appear as still images (and not as moving images or rapid-sequence streaming or refreshed images) and are not to be used to support a so-called on-line match-tracking report, audio or text based commentary service.
(ii) No more than one image every 30 seconds per match are published on any single internet website;
(iii) images are published for editorial reporting purposes only;
(iv) Images are not used in association with (or positioned or juxta-positioned with) any marks, names, products, services or logos of any third party (commercial or otherwise);
(v) Any published image must not be altered (except for cropping) and no text superimposed on any published image, except for a credit name of the photographer and/or accredited photographic agency.

The Accredited Photographer shall be solely responsible for obtaining all necessary third party consents in relation to any use of images published. Any proposed

commercial use of Tournament photography by an Accredited Photographer and/or his principal is subject to the prior written approval of RWCL. The Accredited Photographers must abide by the terms of the Photographers Venue Code of Conduct.

6.6 Photographic Media – Photo Agencies:

The general provisions in section 6.5 above also apply to photographers from recognised photographic agencies. However, such provisions shall not prevent the accredited agency photographer from exhibiting such pictures on bona fide online photographic agency distribution websites for the purposes of sales/syndication in the normal course of business.

A recognised photographic agency is an entity whose primary business is the sale and/or syndication of photographic images via closed-user group, subscription-based online photographic agency distribution websites for the purposes of commercial image sales, distribution and/or syndication - provided that any such photographic agency does not itself use, nor sell, distribute or supply (whether directly or indirectly) such images to any individual or entity for use, other than in accordance with these Accreditation Terms and Conditions. To this end all Photographic Agencies must clearly bring to the attention of their subscribers the terms of this Section, prior to their subscribers being allowed access to their images. Photographic Agencies shall be deemed responsible for the activities of their subscribers.

6.7 Multi-platform Media:

Any broadcasting within a Venue for multi-platform media purposes is subject to the News Access Protocol for Non-Rights Holding Broadcasters.

6.8 Other considerations:

Each Accredited Party and/or principal shall make available to RWCL, if requested, for inspection and approval, any equipment capable of capturing any still and/or moving image or making any sound recording.

The Accredited Party may not bring into Venues any of the following items: controlled containers, bottles, cans, weapons, flares, sharp objects, or other items designated by or on behalf of RWCL. The Accredited Party may be searched and/or may not be permitted to bring any prohibited items and/or non-approved equipment into accredited areas.

The Accredited Party and/or principal shall not cause or permit the use of any material captured and/or recorded by the Accredited Party to be used in any way, which may challenge, damage, prejudice, undermine and/or in any way devalue the intellectual property rights of RWCL and/or the commercial programme of the Tournament and/or which may assist ambush marketing of the Tournament to take place.

7. Breach of Accreditation Terms and Conditions

In the event of an apparent breach of these RWC Sevens 2009 Terms and Conditions and/or Media Rules by any Accredited Party, RWCL will, in the first instance, contact the Accredited Party's Organisation.

Thereafter should RWCL deem that there are reasonable grounds to believe that an Accredited Party has not complied with the **Accreditation Terms and Conditions and/or Tournament Media Rules**, and a breach or consistent breaches of such rules have been identified, RWCL reserves the right to suspend, remove or cancel an Accreditation Device.

8. Severability, Amendments, Language and Governing Law

8.1 In the event that any provision(s) or section(s) of these Media Accreditation Terms and Conditions are declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions of Accreditation shall remain in full force and effect as if such void, ineffective or unenforceable provision(s) or section(s) had not been contained herein.

8.2 RWCL reserves the rights (without providing reasons for doing so) to make amendments to these Media Accreditation Terms and Conditions. Any such updated versions shall be notified to Accredited Parties by RWCL or the Organising Committee and such amended Terms and Conditions shall become binding on all Accredited Parties from the time of such notification.

8.3 The Applicant acknowledges that he/she has read and understood these Media Accreditation Terms and Conditions and that he/she is fully aware of the rights and obligations arising from them.

8.4 These Media Accreditation Terms and Conditions shall be governed by and construed in accordance with the laws of England and are subject to the non-exclusive jurisdiction of the English courts.