

2023 Santos Tour Down Under

Accreditation Terms and Conditions

PART 1 – GENERAL OBLIGATIONS

1. BACKGROUND

- 1.1 The South Australian Tourism Commission (ABN 80 485 623 691), a body corporate pursuant to the *South Australian Tourism Commission Act 1993* (SA) of Level 9 250 Victoria Square/Tamtanyangga, Adelaide South Australia 5000 (SATC), is the organiser of the 2023 Santos Tour Down Under (Event).
- 1.2 These Accreditation Terms and Conditions (Terms) set out the terms on which SATC grants the Registrant with accreditation for access to the Event.
- 1.3 Nothing in these Terms limits the rights of the Registrant under the *Copyright Act 1968* (Cth) and SATC reserves its right to take any action under the *Copyright Act 1968* (Cth).

2. CONDUCT

- 2.1 The Registrant will:
- (a) comply with, and agrees to, these Terms and any other conditions of entry applicable to the Venue as prescribed from time to time by SATC, to the extent those terms of entry do not directly and materially conflict with the rights set out in these Terms;
 - (b) abide by all lawful directions from a SATC Authorised Person while in the Venue, including but not limited to the times and areas of access to the Venue;
 - (c) at all times while within the Venue:
 - (i) wear such identifying badge, pass and/or vest as may be provided by SATC and ensure that such badge, pass and/or vest is always visible;
 - (ii) not tamper with or obscure any items described in clause 2.1(c)(i) above and return such items to SATC immediately upon request;
 - (d) not breach the intellectual property rights of any person involved in the staging of the Event;
 - (e) conduct themselves in a manner that will not bring the Event and/or SATC into disrepute;
 - (f) comply with all directions issued by SATC with respect to appropriate workplace behaviour while in and around the Venue; and
 - (g) conduct themselves in a way that will not cause offence to, or otherwise inhibit the enjoyment of, any other person, including other accredited personnel, media, rights holders, or patrons at the Venue.

3. SATC COVID-19 REQUIREMENTS

- 3.1 The Registrant must comply with all applicable SATC COVID-19 Requirements including (but not limited to):
- (a) complying with SATC requirements regarding social gathering, social distancing, and the wearing of personal protective equipment while in and around the Venue;
 - (b) complying with protocols for responding to a case (or suspected case) of COVID-19;
 - (c) always remaining within applicable designated zones while in the Venue; and
 - (d) abiding by all lawful and reasonable directions of SATC relating to minimising the risk of transmission of COVID-19.
- 3.2 The Registrant acknowledges that there remains an unquantifiable risk of transmission of viral illness including COVID-19 and that COVID-19 may have very serious health consequences for certain people. By attending the Venue, the Registrant acknowledges that they have considered those risks and their own personal circumstances, including any health condition or vulnerability that Registrant may have, and the circumstances of persons with whom the Registrant will be in close contact following attendance at the Venue.

4. INDEMNITY, RISK AND ACCESS

- 4.1 The Registrant agrees to indemnify and hold harmless SATC, the Venue, and each of their employees, contractors, officers and agents against any loss, claim, expense, or damage to SATC, the Venue, or any of their employees, contractors, officers, and agents resulting from a breach of these Terms by the Registrant (whether the Registrant is acting within the scope of any employment or contract) or resulting from the revocation of accreditation by SATC.
- 4.2 The Registrant acknowledges and agrees that the Registrant shall move in and around the Venue at their own risk.
- 4.3 Access to the Venue will be refused and/or accreditation will be revoked if the Registrant, in the opinion of SATC, is noticeably under the influence of alcohol, narcotics, stimulants or any behaviour- modifying substance, is behaving or is likely to behave violently, harmfully or in a manner contrary to public order, or if the Registrant's appearance or behaviour negatively affects the public standing of the Event or SATC.
- 4.4 The Registrant is strictly prohibited from using, possessing, or holding promotional or commercial, political, religious, or racist 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 at any time in or at the Venue. All such items may be removed or temporarily confiscated by stewards and/or any other duly authorised persons.

5. ACCREDITATION NOT TRANSFERABLE

- 5.1 The Registrant acknowledges and agrees that any rights in connection with the accreditation granted to the Registrant cannot, without the prior consent of SATC, be loaned, transferred, licensed or in any other way assigned to another person or entity for any purpose whatsoever.

6. GRANT OF REQUEST

- 6.1 Failure to abide by these Terms and/or any request by a SATC Authorised Person will result in the Registrant's accreditation being revoked.
- 6.2 SATC may grant or reject the request for accreditation in its absolute discretion and may impose such further terms and conditions as it determines are necessary in its absolute discretion (including during the Event). Once granted, SATC may revoke the accreditation at any time in its absolute discretion without providing reasons and without being liable to compensate the Registrant or any other person.
- 6.3 All accreditation devices (including passes, badges, and vests) remain the property of SATC. In the event of a breach of any of these Terms, accreditation devices shall, on request by a SATC Authorised Person, be returned immediately to SATC.

7. USE OF ATTRIBUTES

- 7.1 The Registrant agrees that use may be made by SATC and any official sponsor, official supplier, broadcaster, or licensee of SATC without compensation to the Registrant of any kind, of the Registrant's name, voice, image and/or likeness (including but not limited to video, audio and audio-visual recordings):
- (a) at the Venue (including on vision screens throughout the Event); and/or
 - (b) commercially, throughout the world and in perpetuity, by any means.

8. PRIVACY

- 8.1 The Registrant agrees to the terms of the South Australian Tourism Commission Consumer Information Privacy Policy Statement (at <https://tourism.sa.gov.au/privacy-statement>).

9. ADDITIONAL DIRECTIONS AND POLICIES

- 9.1 SATC may issue further directions, conditions and policies relating to accreditation and Venue access (which may apply to specific registrants), and the Registrant must comply with any such specific directions, conditions and policies which will be incorporated into these Terms.

PART 2 – SPECIFIC OBLIGATIONS FOR MEDIA ACCREDITATION ONLY

10. MEDIA ACCREDITATION

10.1 These provisions list what the Registrant may do with content relating to the Event that is recorded or produced within or at a Venue. Any rights not specifically granted to the Registrant are expressly reserved to SATC. These provisions are subject to the Registrant's request for accreditation in relation to each type of content being granted by SATC. Except as specifically permitted in accordance with the terms of clauses 11, 12 and 13 below, the Registrant is prohibited from:

- (a) recording, broadcasting, or transmitting or assisting any person to record, broadcast or transmit from within or at a Venue by any means whatsoever any Video or other moving images, Photographs, Audio (including commentary), Data, Text (including results or commentary of or concerning the Event, or the Venue, attendees, or any activity at the Event) without the prior written consent of SATC (which may be withheld in its absolute discretion);
- (b) selling, licensing, distributing or otherwise publishing, disseminating, or reproducing for any purpose (commercial or otherwise), whether in whole or in part, any recordings relating to the Event, a Venue, attendees, or any activity at the Event taken or made inside or at a Venue (including, without limitation, Photographs, Video recordings or Audio recordings) without the prior written consent of SATC (which may be withheld in its absolute discretion); and
- (c) creating or developing or in any way exploiting a database or archive or any amount of Text or Data or Photographs or Video or Audio taken or sourced at or within the Venue for use or sale by the Registrant or any other person for any purpose other than for bona fide news editorial reporting purposes only, which bona fide purposes, for the avoidance of doubt, shall not include the right to sell, commercialise or syndicate any Text or Data or Photographs or Video or Audio for any printed newspaper, magazine, wireless service, Internet website, or team other than the specific printed newspaper, magazine, Website, UCI Women's WorldTeam, or UCI WorldTeam (subject to clauses 11.2(b), 12.2(b) and 13.2(b)) owned by the Registrant for which Media Accreditation has been specifically granted.

11. TEXT

- 11.1 The Registrant will be entitled to produce and, subject to clause 10.1(c) above and clause 11.2, publish Text relating to the Event, the Venue, attendees, or activities at the Venue.
- 11.2 Subject in all cases to clause 10.1(c) above:
- (a) Text generated within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed newspapers or magazines; and
 - (b) Text may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient) on a Website.

12. DATA

- 12.1 The Registrant will be entitled to capture, produce and, subject to clause 10.1(c) above and clause 12.2, publish Data relating to the Event, the Venue, attendees, or activities at the Venue.
- 12.2 Subject in all cases to clause 10.1(c) above:
- (a) Data that is captured or produced within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed newspapers or magazines; and
 - (b) Data may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient) on a Website.

13. PHOTOGRAPHS, VIDEO AND AUDIO

- 13.1 The Registrant will be entitled to take, record, and, subject to clause 10.1(c) above and clause 13.2, publish and/or transmit Photographs, Video and Audio taken within or at the Venue.
- 13.2 Subject in all cases to clause 10.1(c) above and further subject to clause 13.3, Photographs or Video or Audio taken or recorded within the Venue may be transmitted from the Venue

to an outside agency for publication (by that agency or any third party recipient):

- (a) in printed newspapers, magazines, or other magazines with the prior written approval of SATC; and/or
- (b) on a Website.

- 13.3 The right to publish Photographs and transmit Video and/or Audio under clause 13.2 is subject to the Registrant being prohibited in all circumstances from permitting the use of Photographs or Video or Audio in any manner that suggests an endorsement or "sponsorship" of SATC by any third party which, for the avoidance of doubt, shall include the use of any Photograph or Video or Audio in connection with, or in the same creative as, any third party, name brand or logo (e.g. by in any way including any corporate logo or other designation of any third party in close proximity to the Photograph or Video that would in any manner suggest any association between that third party and the Photograph or Video or subject of the Photograph or Video).
- 13.4 The Registrant agrees that the Photographs or Video or Audio must not be used for any Commercial Purpose whatsoever without the prior written consent of SATC (which may be withheld in its absolute discretion).
- 13.5 The Registrant will not knowingly sell or supply any Photographs, Video and Audio to any third party who intends to use any Photograph for a Commercial Purpose and will procure the prior written agreement of any third party to whom the Registrant licences, sells, or supplies any Photograph not to use any Photograph for a Commercial Purpose.

14. GENERAL

- 14.1 For the avoidance of doubt, the Registrant shall not be permitted to (i) sell or distribute copies of Photographs to members of the public on any condition without the express written consent of SATC (which may be withheld in its absolute discretion) or (ii) use, publish, disseminate or reproduce or sell, licence or distribute for use or publication by any third party any Photographs, Text or Data (in each case taken or sourced or transmitted from or produced or generated in or at a Venue) other than solely for bona fide editorial use or purpose solely by bona fide media organisations in bona fide newspapers or magazines or on official on-line website versions of such printed newspaper or magazine, or any other SATC approved Website (subject to clauses 11.2(b), 12.2(b) and 13.2(b)). The Registrant will not use or publish, or else licence, sell or supply to any third party any Photographs, Text, or Data (in each case taken or sourced or transmitted from or produced or generated in or at a Venue) to anyone for any Commercial Purpose.

15. AUDIO

- 15.1 The Registrant agrees not to record and/or transmit any Audio from within or at the Venue without the prior written consent of SATC (which may be withheld in its absolute discretion).

16. VIDEO / FOOTAGE

- 16.1 The Registrant agrees not to record and/or transmit any Video from within the Venue without the prior written consent of SATC (which may be withheld in its absolute discretion).

17. DEFINITIONS

- 17.1 **Registrant** means the registrant for accreditation under these Terms, and includes, without limitation, the Registrant, their employer and/or any principal.
- 17.2 **Audio** means and includes any sounds from within a Venue and any commentary or verbal description of the Event.
- 17.3 **Commercial Purposes** includes, but is not limited to:
- (a) promotions or any promotional materials (other than the promotion of editorial coverage of the Event in newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such coverage if such point-of-sale promotional materials are not sold or distributed to members of the public);
 - (b) advertising (including advertorials); or
 - (c) any merchandising purposes;
 - (d) subject to these Terms, any use that generates financial value to the person or organization using the Text, Data and/or Photographs solely because of such use, except as otherwise approved by SATC in writing;

- (e) any use that in any manner that suggests an endorsement by or sponsorship of SATC or the Event; or
 - (f) 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 SATC (which may be withheld in its absolute discretion).
- 17.4 **Data** means and includes all data, information and statistics of whatever nature relating to the Event, Venue, attendees, and any activities at the Event or Venue.
- 17.5 **Internet** means the global network of computer systems using TCP/IP protocols including without limitation the World Wide Web.
- 17.6 **Media Accreditation** means the accreditation granted to any Registrant by SATC for the purposes of news reporting.
- 17.7 **Photograph** means any single still visual image and/or material or information capable of being converted into a still visual image relating to the Event, Venue, attendees and any activities at the Event or Venue.
- 17.8 **SATC Authorised Person** means any of SATC and its respective management, staff, officials, representatives, officers, and volunteers.
- 17.9 **SATC COVID-19 Requirements** means any SATC policy, protocol, plan, or direction related to managing biosecurity risks (including the risk of transmission of COVID-19) at the Venue.
- 17.10 **Text** means all forms of written material relating to the Event, Venues, attendees, and any activities at the Event or Venues (other than Data).
- 17.11 **Venue** means any place at which the Event is staged and includes any area or facility at or around such place where access is controlled by SATC, and any other venue, area, or place where a person is required to hold accreditation as a condition of entry pursuant to the SATC COVID-19 Requirements.
- 17.12 **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.
- 17.13 **Website** means an official on-line website version of a printed newspaper or magazine or any other SATC-approved website, in each case forming part of the world wide web and/or Internet with a unique URL/domain displaying Text, Data and Photographs for editorial use only (as described in clause 14) and not for any Commercial Purpose.