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## MEDIA ACCREDITATION TERMS AND CONDITIONS

These media accreditation terms and conditions apply to all events conducted, promoted, or sanctioned by V8 Supercars Australia Pty Ltd and its related body corporate (**Supercars**), including the Supercars Championship, Bathurst 12 Hour and any other events in respect of which Supercars has issued you a media accreditation pass (**Event**). By accepting and using a Supercars media accreditation pass, the holder of the pass (**you**) agrees to be bound by the terms and conditions set out herein.

### Accreditation

1. The media accreditation pass is issued to you personally and cannot be loaned, transferred, assigned or licensed to any other person.
2. The media accreditation pass must be worn and prominently displayed at all times within the Event. You may be refused entry to, or directed to leave, an Event or particular area of an event if you fail to present your media accreditation pass, proof of identity or ticket (if applicable) upon request by Event staff.
3. The media accreditation pass remains the property of Supercars and must be returned upon Supercars' request. Applying for, or receiving, your media accreditation pass does not guarantee that you will be entitled to retain it throughout the Event(s).
4. The media accreditation pass must be maintained in good condition, not altered, damaged or destroyed.
5. You must notify Supercars in writing if your pass is lost or stolen. Supercars may, in its absolute discretion, issue a replacement media accreditation pass.
6. Your media accreditation pass has been issued to you for the purpose of accessing the relevant Event(s) to perform news reporting duties for bona fide news agencies in relation to that Event(s). The media accreditation pass must not be used for any other purpose, including to access (unless specifically authorised or instructed by Supercars):
  - (a) the Event(s) on days where you are not entitled or required to perform your duties; or
  - (b) a restricted area of the Event.

### Conduct

7. You must:
  - (a) comply with all ticketing and conditions of entry applicable to an Event, including the Supercars conditions of entry available at [www.supercars.com](http://www.supercars.com) or [www.bathurst12hour.com.au](http://www.bathurst12hour.com.au);
  - (b) abide by all directions given to you by Supercars and/or Event staff;
  - (c) if requested by Supercars, attend any safety induction; and
  - (d) not conduct yourself in a manner which brings Supercars, an Event or motorsport into disrepute.
8. Unless authorised or instructed by Supercars, you must not:

- (a) carry out any activities at an Event(s) for a commercial purpose (whether directly or indirectly); or
- (b) carry or wear any political, promotional, advertising or other commercial material of whatever nature, which is visible at an Event(s).

## Media Content

### *General*

9. Unless authorised or instructed by Supercars, you must not, and must not assist any person to;
  - (a) make, broadcast, transmit or assist any person to make, broadcast, transmit any sound and/or vision at an Event(s), other than in accordance with clauses 11 and 12;
  - (b) sell, licence, distribute, or otherwise publish, disseminate, or reproduce for any purpose, whether in whole or in part, any recordings of sound and/or vision at an Event(s);
  - (c) take, publish or distribute any photographic images (**Photographs**) at an Event(s), other than in accordance with clause 13;
  - (d) disclose, broadcast, publish, produce, reproduce or otherwise disclose or distribute official timing, results or other data relating to an Event(s), including written material relating to an Event(s) (**Event Data**), other than in accordance with clause 16;
  - (e) create or develop a database or archive of any sound and/or vision recordings or Photographs captured at an Event(s) or Event Data (**Content Archiving**), other than in accordance with clause 17;
  - (f) conduct any interviews at an Event(s), other than in accordance with clause 18;
  - (g) exercise any rights given to you under clauses 11 to 19 for a commercial purpose (whether directly or indirectly).
10. Any rights not specifically granted to you under these terms and conditions in relation to content made, produced or recorded at an Event(s) are expressly reserved by Supercars.

### *Recordings*

11. Subject to clause 9 and your compliance with any reasonable directions given by Supercars, Supercars may authorise you to make sound and vision recordings at official media conferences (if conducted).

### *Radio Broadcast*

12. Subject to clause 9 and your compliance with any reasonable directions given by Supercars may authorise you to make radio broadcasts at an Event(s), provided such broadcasts are not at a rate or frequency which approximates live or continuous coverage for the duration or a substantial period of an Event(s) or a particular race(s) conducted at an Event(s).

### *Photography*

13. Subject to clause 9, you are authorised to take Photographs at an Event(s), publish such Photographs and transmit such Photographs to the media organisation listed on your application for accreditation as the organisation you are attending an Event(s) on behalf of (**Media Organisation**), provided any Photographs are:
  - (a) only published as an image(s) contained within a news article; and
  - (b) not published or updated:
    - (i) at a rate or frequency which approximates live or continuous coverage for the duration or a substantial period of an Event(s) or a particular race(s) conducted at an Event(s); or
    - (ii) to simulate video footage of an Event(s) or anything that occurs at an Event(s).
14. Unless authorised or instructed by Supercars, you must not distribute any Photography to any third party other than your Media Organisation.
15. You must provide Supercars with copies of any Photographs taken by you which are used in a manner which breaches any provision of these terms and conditions upon request.

#### **Event Data**

16. Subject to clause 9, you are authorised to produce, reproduce, publish and distribute Event Data, providing that such production, reproduction or publication:
  - (a) is done solely for the purposes of news reporting; and
  - (b) does not approximate live or continuous coverage for the duration or a substantial period of an Event(s) or a particular race(s) conducted at an Event(s).
17. Unless authorised or instructed by Supercars, you must not distribute any Event Data to any third party other than your Media Organisation.

#### **Content Archiving**

18. Subject to clause 9, you are authorised to, and authorised to assist your Media Organisation to, Content Archive, provided you ensure that:
  - (a) any Content Archiving is done solely for the purposes of news reporting;
  - (b) any database and/or archive is not exploited for any reason other than news reporting by you, your Media Organisation and/or any of your or your Media Organisation's customers, unless authorised by Supercars; and
  - (c) does not approximate live or continuous coverage for the duration or a substantial period of an Event(s) or a particular race(s) conducted at an Event(s).

#### **Interviews**

19. Subject to clause 9 and your compliance with any reasonable directions given by Supercars, Supercars may authorise or instruct you to conduct interviews at official media conferences (if conducted) or within a team garage or transporter if the team has agreed to participate in an interview.

## Release, Waiver, Assumption of Risk and Indemnity

20. You enter the Event(s) at your own risk and accordingly release and indemnify Supercars against any loss, liability, damage, cost or expense whatsoever and howsoever arising (whether direct or indirect) resulting from, or in connection with, any claim threatened or made, or action brought against Supercars in respect of, or in connection with, your attendance at an Event(s).
21. You also acknowledge and agree to the terms of the Release, Waiver, Assumption of Risk and Indemnity set out as Annexure 1.

## Privacy

22. You consent to the collection, storage, use and disclosure of your personal information in accordance with Supercars Privacy Policy ([www.supercars.com/privacy-policy](http://www.supercars.com/privacy-policy)), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy rights, and how a complaint will be dealt with.

## Cancellation and Suspension

23. If you fail to comply with these accreditation terms and conditions, Supercars may, at its sole discretion, cancel or suspend your accreditation and refuse you entry to, or direct you to leave, an Event or area of that Event.
24. The suspension or cancellation of accreditation by Supercars and your eviction from an Event, is without prejudice to any other rights or remedies that Supercars may have against you or the company, organisation or business that you represent. Cancellation, revocation and eviction may also impact on rights to accreditation for you and your company, organisation, or business at future Events(s).

## General

25. The dates and times of an Event may change without notice to you and Supercars is not liable to you for any loss or damage you suffer as a result.
26. Supercars may alter these terms and conditions at any time if such changes are reasonably necessary to address safety issues or otherwise protect the legitimate interests of Supercars.
27. Supercars may choose not to enforce a term of this document in some cases in its absolute discretion without affecting its right to enforce that term in other cases or its right to enforce other terms of this document.
28. This document 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.

## COVID-19

29. You acknowledge that by attending an Event(s) you may be exposed to the possibility of contracting the COVID-19 virus. Supercars and its employees, officers, volunteers, servants and agents make no guarantees, warranties, representations or other promises regarding

the possibility of your exposure to, contracting, or transmitting COVID-19 while attending an Event(s).

30. With full knowledge of the risks associated with the COVID-19 virus, you:
  - (a) voluntarily agree to attend an Event(s);
  - (b) assume all responsibilities and risks related to the COVID-19 virus attending an Event(s); and
  - (c) to the fullest extent permitted by law, acknowledge the risks associated with attending an Event(s), accept those risks voluntarily and release and discharge (on behalf of yourself and any associated third parties), Supercars, its employees, officers, volunteers, servants and agents, from any and all claims, expenses, demands, suits, damages, costs (including legal costs), loss and injury you or any associated third party (**Costs**) may suffer or sustain, to the fullest extent permitted by law, directly and indirectly in connection with, or related to, the COVID-19 virus, including but not limited to travel, transportation, accommodation, hospitality, third party costs and expenses, endorsements or sponsorships or any other third party arrangement and agree to hold Supercars, its employees officers, volunteers, servants and agents harmless in relation to such Costs.
31. Your entry to an Event(s) is subject to you complying with all relevant federal and state government requirements, including, if applicable, in relation to your vaccination status. Supercars may also, at its sole discretion, impose requirements that Supercars reasonably considers are in the best interests of health and safety of others.
32. You agree to any conditions, controls, directions, plans, policies, notices, training or requirements issued by Supercars prior to or during the Event(s) regarding COVID-19 precautionary and biosecurity measures. If you do not follow these requirements, Supercars may deny, cancel or suspend your accreditation at its discretion at any time.
33. Supercars may cancel or suspend your accreditation to an Event(s) if:
  - (a) you test positive for COVID-19; or
  - (b) on the advice of a public health authority or medical advisor, Supercars reasonably considers it in the best interests of ensuring the safety of others.