

Date
Received
Office Use Only

Swimming Australia Ltd - MEDIA ACCREDITATION APPLICATION 2018 Para Pan Pacific Championships, Cairns, QLD Tobruk Memorial Pool, Cairns Heats from 10.00am - Finals from 5:00pm

| Applicant's Name: | |
|------------------------|---------|
| Media Organisation: | |
| Position: | |
| Address: | |
| Email: | |
| Direct Phone: | Mobile: |
| Applicant's Signature: | |
| Date: | |

PHOTOGRAPHERS PLEASE NOTE: In applying for 2018 Para Pan Pacific Championships, I certify that any photographic images taken are for the purpose of reproduction in the above company's newspapers and websites and in other media organisations subscription to its syndications service. I also certify that images captured will be still images only, and not moving images or audio which are reserved for the radio broadcasters and online rights holders. Photographic images taken at the event must not be sold for commercial use without the express permission of Swimming Australia Ltd (SA). Images sold to readers will be sold on the basis that they are marked for personal consumption only and are not to be re-used commercially. Accreditation is granted at the sole discretion of SA in accordance with the Terms and Conditions below.

| Director/Editor's Name: | Date: |
|---|--|
| I certify that the above person is a professional working joused only for the purposes specified. | urnalist/broadcaster/photographer whose work will be |

Director/Editor's Signature:

BROADCAST: Any broadcast of the 2018 Para Pan Pacific Championships is strictly under the authorisation of Swimming Australia Limited. Accreditation will be considered for filming in the media mix zones and press conferences. For the avoidance of doubt, Swimming Australia will be live streaming the event and media agencies may apply for access to this live stream. Subject always to compliance with all relevant laws including but not only obligations under the *Copyright Act 1968* accredited media may source and use audio visual

IMPORTANT INFORMATION

footage from outside the Venue.

Wireless internet will be provided Completed form must be returned by Midnight Friday July 27 Accreditation will be available for collection at the venue from Tuesday August 7 Email completed form to Hannah.sidebottom@swimming.org.au

SWIMMING AUSTRALIA MEDIA ACCREDITATION TERMS AND CONDITIONS (Terms and Conditions) Accreditation























- Swimming Australia Ltd (SA) owns all proprietary rights in the 2018 Para Pan Pacific Championships (Event) including in relation to media accreditation for the Event (Accreditation). The Event will be held at the Tobruk Memorial Pool, Cairns (Venue).
- 2. To be granted Accreditation for the Event you must:
 - a. complete the media accreditation application and submit to SA by 11:59pm July 27;
 - b. submit a current headshot photo; and
 - c. sign and date these Terms and Conditions where indicated.
- 3. You acknowledge and agree that SA may, in its sole discretion:
 - a. grant your Accreditation; or
 - b. reject your request for Accreditation.
- 4. Where SA rejects your request for Accreditation it is not required to provide you with reasons for such decision. A decision to reject Accreditation is not subject to appeal.
- 5. You acknowledge and agree that SA may, in its sole discretion and at any time and for any reason, revoke your Accreditation. Where SA revokes your Accreditation it is not required to provide you with reasons for such decision and the decision is not subject to appeal.
- 6. Where SA rejects your request for Accreditation or revokes your Accreditation, it is not liable in any way to you or to any other person for such decision.
- 7. Accreditation is personal, not-transferable and must be displayed at all times while in areas requiring accreditation and is valid only in areas as specified by SA from time to time. You must not transfer your Accreditation.

Obligations

- 8. In consideration of SA granting you Accreditation, you must:
 - a. comply with any relevant terms and conditions of entry to the Venue as in force from time to time;
 - b. comply with all SA rules, regulations, policies and procedures as in force from time to time;
 - c. comply with and follow all lawful directions of SA or its employees, officers or agents acting on its behalf, including in relation to these Terms and Conditions;
 - d. comply with all relevant laws regarding the sourcing and use of any media rights associated with SA, the Event and the Venue;
 - e. not breach the intellectual property rights of any person involved in the Event; and
 - f. not conduct yourself in a manner unbecoming and must not bring yourself, SA or the sport of swimming into disrepute.

Use of images

9. Any photographic images taken are for the purpose of reproduction in newspapers and websites of the applicant's media organisation and in subscription to its syndications service. Images captured from within the Venue must be still images only and not moving images or audio. For the avoidance of doubt, rights to taking moving images and audio from within the Venue are reserved for a host television, radio broadcasters and online rights holders. Photographic images taken at the event must not be sold for commercial use without the express permission of SA. Any images sold to readers must be sold on the basis that they are marked for personal consumption only and are not to be used commercially.

Indemnity























- 10. By signing these Terms and Conditions you acknowledge and agree that you undertake to perform media services and activities in relation to the Event and move around the Venue voluntarily and at your own risk.
- 11. In consideration of SA granting you Accreditation for the Event, to the extent permitted by law you agree to:
 - a. release and will release SA, its employees, officers and agents from all claims that you may have or may have had but for this release arising from or in connection with your Accreditation or any decision by SA to reject or revoke your Accreditation; and
 - b. indemnify and will keep indemnified to the extent permitted by law SA and each of its employees, officers and agents against any loss, claim, expense or damage to SA or any of its employees, officers and agents arising or resulting from your breach of these Terms and Conditions, your participation in the Event or the rejection or revocation of your Accreditation by SA, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of a claim is caused or contributed to by the grossly negligent act or omission of SA.

Privacy

12. Personal information provided in this application is necessary for the conduct and management of the Event, and it is collected in accordance with SA's Privacy Policy (available from www.swimming.org.au). You agree SA may use or disclose your personal information for the purposes of administering the Event and SA or otherwise in accordance with the SA Privacy Policy. SA may share your personal information with third parties such as affiliates and other organisations involved in the Event; companies engaged by SA to carry out functions and activities on SA's behalf including direct marketing; SA's professional advisers, including SA's accountants, auditors and lawyers and SA's insurers. Information is not generally disclosed to anyone outside Australia. The SA Privacy Policy contains information about how you may access and request correction of your personal information held by SA or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by SA. Your application for Accreditation may be rejected if the requested information is not provided. If you do not wish to receive promotional material from SA sponsors and third parties you must advise SA in writing or via the opt-out procedures provided in the relevant communication.

Declaration

By signing and entering your name below, you declare that you have read, understood, acknowledge and agree to the Terms and Conditions of Accreditation including the release and indemnity and you agree that if your application for Accreditation is accepted, you will be bound by these Terms and Conditions.

| Signature: | Date: |
|-------------------|-------|
| Name ⁻ | |



















