

TERMS AND CONDITION FOR MEDIA REPRESENTATIVES AT FIH EVENTS

International Hockey Federation (FIH) recognises the importance of top quality coverage and strives to offer a quality service to Accredited Media Representatives. The present terms and conditions are the basis for all Media Representatives applying for an accreditation and reporting from an FIH Event.

GENERAL TERMS AND CONDITIONS

DEFINITIONS

"Accreditation" means an individual, non-transferable and revocable right of access to one or more areas at a Venue for a specified period, solely for the purpose of carrying out the role to be performed by the Accredited Media as specified in the application.

"Accreditation Media Representatives" means an applicant/person who is granted Accreditation in accordance with these Terms and Conditions for Media Representatives at FIH Events.

For the avoidance of doubt the Definitions in the News Access Rules for FIH Events shall be applicable for these Terms and Conditions for Media Representatives at FIH Events.

1. APPLICATION:

- 1.1 By completing the application process, applicants will be required to accept and agree that:
 - (a) (in case of individual applicants) they have read these Terms and Conditions for Media Representatives at FIH Events, accept and agree to be bound by them and shall strictly comply with them in full and at all relevant times and if required, they consent to undergo background checks; or
 - (b) (in the case of applicants making a group application) they have provided these Terms and Conditions for Media Representatives at FIH Events to all persons for whom they are submitting accreditation applications and will ensure that they shall only submit requests for accreditation for persons who have read and accepted and agreed to be bound by these Terms and Conditions for Media Representatives at FIH Events and shall strictly comply with them in full and at all relevant times, have obtained the necessary consent of such persons to undergo background checks, if required, have the authority and consent of such persons, on whose behalf an application is being submitted to apply for accreditation on their behalf and, further that such persons have consented to the provision regarding personal data as defined in Clause 1.5 and 1.6 below.
- 1.2 Only applicants completed and submitted online within the media accreditation deadlines will be taken into consideration.
- 1.3 All applicants will be contacted and informed by email whether their application for media accreditation is successful or not.

- 1.4 The final decision to grant accreditation rests with FIH. FIH is not obliged to give reasons for any decisions made. All decisions communicated to accreditation applicants will be final and binding and no correspondence will be entered into.
- 1.5 The personal data provided will not be used for any purpose other than the management of the accreditation process and in order to provide attending Media with updated information about FIH and its competitions. Compliance with data protection shall be guaranteed.
- 1.6 An extract with data collected from the application form may be forwarded electronically to authorities for a security check.
- 1.7 FIH may impose further terms and conditions as it sees fit. Once an accreditation is granted, it may be revoked at any time without liability for compensation to the applicant.

2. UTILISING THE ACCREDITATION:

- 2.1 Accreditations may only be picked up by the bearer and not by a representative. Accreditations will only be issued on receipt of valid photo identification (eg. passport, driving licence).
- 2.2 Accredited Media Representatives must wear their accreditation cards at all times in the Venue on both match and non-match days, including training sessions.
- 2.3 Accreditations are only valid together with a photo-ID.
- 2.4 Accreditation cards may only be carried and used by the bearer and may not be assigned or transferred to any other person.
- 2.5 Accredited Media Representatives are only allowed in the designated zones as displayed on the accreditation card.
- 2.6 Accredited Media Representatives are only allowed to follow the defined and signposted routing system.
- 2.7 It is prohibited for members of the media to enter the field of play at any time.
- 2.8 Accredited Media Representatives must behave in an orderly manner throughout the competition. Any abusive behaviour or conduct unbecoming will result in expulsion from the Venue.
- 2.9 Accredited Media Representatives are accredited for the purpose/role stated in their application only and must seek prior written approval from FIH in relation to any additional roles. Individuals accredited as print journalists may not engage in audio and/or audio-visual reporting, for television, radio, internet or otherwise, without prior written approval by FIH. Any audio broadcasting within a Venue is subject to the News Access Rules.
- 2.10 The accreditation of any person found to be accredited under false pretences will be removed with immediate effect.

3. BROADCASTING AND RADIO:

- 3.1 The video and audio broadcasting rights of FIH competitions as well as the live scoring and statistics belong to FIH. Any infringement will result legal action. All TV broadcaster interested in acquiring TV rights should contact FIH Media Rights Manager Chris Neilson - chris.neilson@fih.ch.
- 3.2 Radio broadcasters who do not have an agreement in place should contact chris.neilson@fih.ch to clear the radio rights for the broadcast of the games.
- 3.3 No Rights Holder is permitted to interfere/obstruct in the work of FIH, the Local Organising Committee and/or the Host Broadcaster.
- 3.4 Accredited Non-Rights Holder will not be allowed to film any match, pre- or post-match action as well as any other video and audio content unless specified below. They may not publish live scoring or live still images online.
- 3.5 Filming or live commentary from anywhere within the Venue by Non-Rights Holders is strictly prohibited at all times. Following the end of the match, Non-Rights Holders may film and broadcast interviews conducted within the designated Mixed Zone as well as the post-match Press Conference / I-Zone.
- 3.6 Non-Rights Holders must follow the News Access Rules for FIH Events, which can be found below. For any questions regarding broadcast rights and News Access Rules, please contact chris.neilson@fih.ch.
- 3.7 Media Representatives must respect all instructions and guidelines given by FIH and the Local Organising Committee.
- 3.8 For the avoidance of doubt, Internet journalists are not permitted to provide audio or video broadcasts to their respective website at any time without concluding a separate agreement with FIH in this regard.

4. PHOTOGRAPHY:

PHOTOGRAPHERS: PERMITTED WRITTEN PRESS AND INTERNET NEWS-BASED SITE:

- 4.1 An Accredited Media Representative who is a journalist or photographer may not engage in any form of audio-visual newsgathering in Venues, and materials so gathered/created may not be used in a way which constitutes audio-visual use, namely in a manner that simulates broadcast, transmission, distribution or streaming of any sound or images (or a combination of them) in connection with the Event without limitation as to time. An Accredited Media Representative who is a photographer may only originate still photographic pictures of the Event for use on or in print and digital media (such media having been disclosed at the time of application) and provided always that:
 - (i) They appear as non sequential still images (and not as simulated video or moving images);

- (ii) Images are published for news reporting purposes only and not any commercial purpose;
- (iii) Images are not used in association with (or positioned or juxtapositioned with) any marks, names, products, services or logos of any third party (commercial or otherwise) in any manner which gives rise to a false or implied commercial association between the Event and that third party; and
- (iv) No image may be altered so as to insert any sponsorship, product placement or signs or other credits or otherwise remove or obscure a commercial brand with the intention of creating a false or implied commercial association or removing an actual and existing commercial association with an official Event licensee. Otherwise images may be altered according to normal editorial practices relating to style and layout. No text other than a credit name of the photographer and/or the accredited photographic agency and/or photograph caption/headline may be superimposed on any published image.

4.2 An Accredited Media who is a photographer shall ensure that where images are passed on to a third party publisher in accordance with this clause 4.2, the third party publisher is aware that it is the publisher's sole responsibility to obtain all necessary third party consents as may be requisite in the applicable territory(ies) in relation to any use of images published. Any proposed commercial use of the Event photography by an Accredited Media Representative who is a photographer and/or his principal is subject to the prior written approval of FIH. Photographers may sell to individuals (but not photo libraries without the prior written consent of FIH) for personal, non-commercial use without the prior written approval of FIH subject to compliance with these Terms and Conditions for Media Representatives at FIH Event. In particular all photographers must clearly bring to the attention of their clients the terms of this section 3 prior to granting access to their images.

PHOTOGRAPHIC MEDIA – PHOTO AGENCIES:

4.3 The general provisions in clause 4.1 and 4.2 above also apply to Accredited Media Representatives who are photographers from recognised photographic agencies. However, such provisions shall not prevent the Accredited Media Representative who is an 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 Photographic media – photo agencies 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 Terms and Conditions for Media Representatives at FIH. To this end all photographic agencies must clearly bring to the attention of their subscribers the terms of this Clause 4 and must require their subscribers to accept and fully comply with the provisions prior to their subscribers being allowed access to their images.

- 4.4 In the event that FIH notifies a photographic agency that any of its subscribers has failed to comply with the provisions of this Clause 4 of the Terms and Conditions for Media Representatives at FIH Event, or where the photographic agency itself becomes aware of such failure and notifies FIH, the photographic agency shall immediately notify the relevant subscriber of its infringing activity in writing. In doing so the photographic agency shall ensure that the infringing subscriber provides FIH and the photographic agency with a written undertaking (the form of undertaking to be provided by FIH) no later than 24 hours from notification of the breach, pursuant to which the subscriber shall agree to adhere to the provision of these Terms and Conditions for Media Representatives at FIH Event. In the event of failure to provide the appropriate written undertaking, the photographic agency will be immediately required to cease the delivery of images from the venues relating to the Event to the relevant subscriber (whether directly or indirectly) for the duration of the Event and seven days thereafter. Should the photographic agency fail to cease delivery of images as set out above, the photographic agency may have its accreditation(s) removed accordingly. This provision is made notwithstanding any legal remedies available to FIH pursuant to Applicable Law.
- 4.5 All photographers who enter the dedicated Photography Zones are required to wear a bib, which will be available for collection at the Main Press Centre (MPC).
- 4.6 Strobe or flash photography is prohibited.
- 4.7 During the match, all photographers shall remain behind the advertising boards.
- 4.8 For high demands matches, FIH may limit the number of photographers for these matches on a match-by-match basis.
- 4.9 For safety reasons, photographers are not permitted in the areas directly behind the goal-scoring circles.
- 4.10 Photographers must not cross in front of the team benches or TV cameras whilst a match is in play.
- 4.11 Photographers may not enter the field of play at any time, unless previously authorised by FIH.
- 4.12 Photographers are reminded that hockey balls are hard and travel in all directions at very fast speeds. Photographers enter the Photography Zones at their own risk and are expected to watch the action at all times.

5. GENERAL:

- 5.1 For the avoidance of doubt, these Terms and Conditions for Media Representatives at FIH Events are not intended to undermine editorial independence relating to genuine news reporting or editorial fair comment, review or criticism.
- 5.2 Smoking within all FIH Media Areas, including the Main Press Centre, Tribune and Mixed Zone, is prohibited.

- 5.3 It is prohibited to bring alcoholic beverages into the Media Tribune, Mixed Zone or Press Conference areas.
- 5.4 Upon violation of any of the conditions set out herein or upon non-compliance with instructions given on-site, FIH reserves the right to revoke or withdraw accreditation, with or without prior warning as well as deny accreditation to future FIH events.
- 5.5 FIH reserves the right, where a breach has been identified, to pursue other legal remedies against any Accredited Media Representative at its sole discretion.

6. RISK:

Each Accredited Media Representative acknowledges that they shall move in and around a Venue at their own risk. Neither FIH, nor their servant nor agents, nor any LOC, nor the owner of the relevant Venue are and/or shall be liable for any loss, injury or damage howsoever caused to the Accredited Media Representative (or his/her principal or employer) save for death, personal injury or damage caused by the negligence of the servants or agents of FIH or the LOC.

7. INDEMNIFICATION:

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

ORDER OF PRIORITY FOR EVENT MEDIA ACCREDITATION

In order to consider the relative merit of every application and ensure that our world class events are covered by world class media, FIH applies an order of priority to assist the event accreditation process. All applications will be considered and passes allocated based on the below priority order:

TV, RADIO & INTERNET MEDIA

- 1: Event affiliated TV and Radio Rights Holders.
- 2: National TV and Radio Non-Rights Holders.
- 3: Regional TV and radio (from competing countries only).
- 4: National news sites (from competing countries only).
- 5: Recognised internet hockey news sites (from competing countries only).
- 6: Other (including internet applications from outside the competing nations).

PRESS

- 1: Recognised International news agencies.
- 2: National daily / Sunday newspapers (from competing countries only).
- 3: Recognised national agencies (competing countries only).
- 4: International hockey magazines.

- 5: National hockey magazines (from competing countries only).
- 6: Regional newspapers (from competing countries only).
- 7: Freelance hockey writers (from competing countries only).
- 8: Recognised online hockey news sites (from competing countries only).
- 9: General interest magazines (from competing countries only).
- 10: Other.

PHOTOGRAPHERS

- 1: Recognised international news agencies.
- 2: Recognised national photographic agencies (from competing countries only).
- 3: National daily newspapers (from competing countries only).
- 4: Recognised specialist hockey photographers (from competing countries only).
- 5: Recognised photographic agencies from all other countries.
- 6: National newspapers (from competing countries only).
- 7: International hockey magazines.
- 8: Other national and large regional newspapers, hockey magazines and photographic agencies (from competing countries only).
- 9: Freelance hockey photographers (from competing countries only).
- 10: Website photographers.
- 11: Other.

NEWS ACCESS RULES APPLICABLE FOR FIH EVENTS:

These rules ("**News Access Rules**") are applicable including, but not limited to, the following international competitions:

- World Cup (Men)
- World Cup (Women)
- Champions Trophy (Men)
- Champions Trophy (Women)
- Hockey World League Finals (Men)
- Hockey World League Finals (Women)
- Hockey World League Semi-Finals (Men)
- Hockey World League Semi-Finals (Women)
- Junior World Cup (Men)
- Junior World Cup (Women)
- Indoor World Cup (Men)
- Indoor World Cup (Women),

including in respect of each such competition, all sporting action, opening and closing ceremonies, medal ceremonies, or other activities which occur at venues at which any such competition is staged ("**FIH Events**").

For the sake of clarity, these News Access Rules shall comprise of the Television News Access Rules and the Radio News Access Rules, each as set out below and as amended by FIH from time to time.

TELEVISION NEWS ACCESS RULES

All use of audio-visual and/or visual FIH Material by Non-Rights Holders shall be strictly subject to the following restrictions:

1 Use in News Programs only:

The broadcast of FIH Material may be used only as a part of News Programs broadcast by means of Television (other than as set out in the Radio News Access Rules, below). News Programs shall not be positioned or promoted as FIH Events Programs and FIH Material cannot be used in any promotion for any News Program or any other program whatsoever. The right to grant to broadcasters and/or news gathering and dissemination organisations or News Agency, the right, whether on a national or multi-national basis, to transmit clips of FIH Material, such clips (in respect of Match Footage) not exceeding ninety (90) seconds per Match, within a regularly scheduled news programme which includes, as part of that programme, a sports bulletin (or such greater duration and/or other type of programme as may be required by Applicable Law relating to news access/short news reporting in the relevant territory). Notwithstanding the foregoing, News Programmes broadcast on Television may be simulcast by means of any and all other delivery systems and media, and/or made available on an on-demand basis by means of any and all delivery systems and media for a period of up to forty-eight (48) hours following the completion of the relevant FIH Events.

2 Maximum Limits on duration of FIH Material:

Non-Rights Holders may use a maximum of: (i) three (3) minutes of FIH Material but not exceeding ninety (90) seconds of Match Footage per Match; and (ii) six (6) minutes of FIH Material in aggregate per day, subject to the provisions set out herein.

3 Number of News Programs, Length and Separation of News Excerpts (3x2x3):

Save as set out in Clause 4 below, FIH Material used in News Programs is strictly subject to the following provisions:

- a) FIH Material may appear in no more than three (3) News Programs per day; and
- b) No more than three (3) minutes in aggregate duration of FIH Material may be used in any one News Program; and
- c) News Programs containing FIH Material must be separated by a period of at least three (3) hours; and
- d) Not exceeding ninety (90) seconds of Match Footage per Match.

4 All-News Networks and All-Sports Networks:

Where FIH Material is broadcast in News Programmes on All-News Networks or All-Sports Networks, (each a "Network"), the use of FIH Material by such Network must either comply with the requirements in the general rules in clause 1 to 3 or, alternatively comply to the requirements as set out in this provision. The Network may elect to include FIH Material in News Programs strictly subject to the following provisions:

- a) FIH Material shall appear in no more than six (6) News Programs per day; and
- b) Not exceed more than one (1) minute in aggregate duration of FIH Material may be used in any one News Program; and
- c) News Programs containing FIH Material must be separated by a period of at least two (2) hours.

5 Airing after broadcast by Rights Holders only:

Non-Rights Holders may only broadcast FIH Material within a News Program in accordance with Clauses 1, 2, 3 and 4 above and all other conditions contained in these News Access Rules, as follows:

- a) As of three (3) hours following the broadcast of an FIH Events by the local Rights Holding Broadcaster via any licensed broadcast platform in that territory;
- b) If not broadcast by the local Rights Holding Broadcaster via any licensed broadcast platform in that territory on the day (local time) during which the FIH Events concluded, then as of the end of the broadcast day (i.e. 24:00 hours local time);

Non-Rights Holders can broadcast FIH Material prior to the times referred to above, or can broadcast more FIH Material than permitted above, only in compliance with Applicable Law, or with the specific written agreement of the local Rights Holding Broadcaster.

6 Courtesy Credit/Rights Holder “Bug”:

Each broadcast of FIH Material in accordance with these News Access Rules must give an on-screen credit to the local Rights Holder in the particular territory (where applicable) by the following means: (i) displaying the Rights Holder's watermark or ident for the duration of the FIH Material being broadcast; or (ii) should the FIH Material not be sourced through the local Rights Holder (or the watermark or ident not be included within the original broadcast by the Rights Holder), adding a super video credit to the Rights Holder for the duration of the FIH Material being broadcast to read as follows: “Courtesy of (Name of Rights Holder)”.

7 No interactive service such as “News Active”/“Sport Active”:

FIH Material must not be broadcast on interactive services such as “News Active” or “Sports Active”, which would allow the viewer to make a viewing choice within a channel and to thereby view FIH Material at times and in programs other than when broadcast as part of a News Program as set out in Clause 1 above.

8 FIH Material of previous FIH Events:

FIH’s ownership of all archive materials (including footage) relating to any and all past editions of the FIH Events and it is acknowledged that FIH is consequently free to use, and authorise others to use in any and all media and for any purpose, any and all such archive materials throughout the world in perpetuity. Should any fair dealing or similar provisions contained in any Applicable Law permit the use by Non-Rights Holders of any footage of previous FIH Events, then such footage of previous FIH Events will be included in the aggregate total of six minutes per day.

9 Duration of Use:

FIH Material may only be broadcast for a period of forty-eight (48) hours following the completion of the relevant FIH Events depicted in the News Program. After such period, Non-Rights Holders may only broadcast such FIH Material and other archive FIH Material with the express prior written consent of FIH.

10 Access to FIH Venues for Non-Rights Holders:

Non-Rights Holders, provided they are holders of ANR accreditation shall have access, **without equipment**, to FIH Venues.

11 Access to Main Press Centre for Non-Rights Holders:

Non-Rights Holders, provided they are holders of ANR accreditation shall have access, **with equipment**, to the Main Press Centre (“MPC”).

For the avoidance of doubt, except as expressly permitted herein, only Rights Holders are permitted to film within FIH Venues and to broadcast FIH Material.

12 Non-Rights Holders:

All Non-Rights Holders must:

- a) only use FIH Material in strict accordance with these News Access Rules; and
- b) not make available or provide FIH Material to any third party except that Non-Rights Holders who are international News Agencies may make such FIH Material available to their regular clients, in accordance with their standard distribution procedures, with the prior written consent of the FIH and subject to compliance by those clients with the terms of these News Access Rules; and
- c) ensure that no advertising, promotion, publicity or other message appears at the same time (be it superimposed or on a split screen or otherwise) as FIH Material and/or at the same time as any other coverage of the FIH Events which contains any FIH Marks or other imagery of FIH or the FIH Events; and
- d) ensure that no advertising, promotion, publicity or other message (including any broadcast sponsorship) is broadcast or otherwise placed before, during or after the broadcast of FIH Material, in such a manner as imply an association or connection between any third party (or any third party's product or service) and FIH Material, the FIH or the FIH Events.

RADIO NEWS ACCESS RULES

Non-Rights Holder radio stations may use FIH Material in their News Programs in their respective territories only, strictly subject to the following restrictions:

13 Use in News Programs only:

The broadcast of audio-only FIH Material on radio services may be used only as a part of News Programs, provided that such News Program are not positioned or promoted as FIH Events programs.

14 No play-by-play commentary by Non-Rights Holders:

Non-Rights Holders shall not broadcast or originate play-by-play commentary or analogous coverage of any FIH Material, whether on a live or delayed basis, or any other material obtained while inside a FIH Venue, including interviews, except with respect to official press conferences held in the MPC, provided that there is upheld a delay of thirty (30) minutes following the completion of the press conference.

15 Usage of actual commentary of FIH Events:

Actual commentary of FIH Events recorded from the television coverage of the Rights Holders in the particular territory can only be used with the prior express written permission of the Rights Holder.

16 Access to the FIH Venues for Non-Rights Holders:

Non-Rights Holders, provided they are holders of ANR accreditation, will have access, without equipment, to FIH Venues and, with equipment, to the MMC.

GENERAL

17 Access to FIH Material for Non-Rights Holder:



Non-Rights Holders should submit any requests for access to FIH Materials to the applicable provider as notified by FIH from time to time. Any such access shall be subject to payment by the Non-Rights Holder of applicable technical access and duplication costs.

18 Subject to Applicable Law:

The rights and obligations herein are subject to any rights and/or obligations under Applicable Law in any territory.

DEFINITIONS

"All-News Network" means a channel which has news as its sole or predominant content.

"All-Sport Network" means a channel which has sport [news] as its sole or predominant content.

"Accredited Media" means written press, photographers and other Non-Rights Holders who have been accredited to report on FIH Events.

"ANR" means accredited Non-Rights Holders.

"Applicable Law" means all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority within the relevant territory and any subsidiary local laws and regulations relating to television coverage (including in respect of FIH Competition(s) and/or of any Match) but for the avoidance of doubt excluding the internal regulations, guidelines and similar directives of Rights Holding Broadcaster or Non-Right Holder and/or their respective Affiliates.

"FIH" means the International Hockey Federation.

"FIH Marks" means the FIH Logo, any and all official marks and logos in respect of any FIH Events, and any and all other official emblems, mascots, pictograms and other identifications, designations, logos and/or insignias identifying FIH Events.

"FIH Material" means any and all audio, visual and/or audio-visual footage, signals or recordings of any FIH Events (or part thereof), wherever and whenever broadcast or transmitted and however sourced, including without limitation sporting action, Opening and Closing ceremonies, medal ceremonies or other activities which occur at FIH Venues.

"FIH Venues" means any venue at which an FIH Events is staged.

"Match Footage" means footage of the Match.

"News Agency" means a media organisation whose primary business is the reporting and syndicating of news.

"News Programs" means regularly scheduled daily news programs of which the actual news element constitutes the main feature and which, for the avoidance of doubt, does not include news updates. News Programs shall not be positioned or promoted as FIH Events programs.

"Non-Rights Holder" means broadcast media organisations who have not been granted the right to broadcast FIH Events in a particular territory by or on behalf of the FIH.

"Rights Holding Broadcaster/Rights Holder" means a corporation who has been granted the right to broadcast the FIH Events in a particular territory by or on behalf of the FIH.

"Television" means the broadcast of linear audio-visual programming by means of analogue or digital signals intended for intelligible reception on the screen of conventional television monitors. Notwithstanding the foregoing and for the avoidance of doubt, Television shall specifically exclude, Internet, video downloading, video streaming, computer network exhibition, mobile platform exhibition, home video, and radio.

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