

MEDIA ACCREDITATION - TERMS AND CONDITIONS

Manchester United Tour in Perth

10th – 18th July 2019

These terms and conditions, together with the online application (**Application**) submitted by the person named in the Application (**you**), constitutes a legally binding agreement (**Agreement**) between you and VenuesLive Management Services (WA) Pty Ltd as agent for the Western Australian Sports Centre Trust, trading as VenuesWest, ABN 47 894 197 015 (**Operator**).

1. You warrant that the information provided by you on the Application is current, true and correct. You further warrant that the photograph submitted with your Application is a recent photograph and a true likeness of you.
2. Accreditation is available to persons from recognised media outlets, for specific media functions at the Match. The Operator reserves to accept or decline your Application at its sole discretion. The Operator's decision is final.
3. If your Application is accepted the Operator will issue you with an accreditation pass with applicable access areas (**Accreditation**).
4. Accreditation is subject at all times to your continued compliance with these terms and conditions, the Terms and Conditions of Entry to Optus Stadium (<https://optusstadium.com.au/-/media/files/os-web/legal/optus-stadium/optus-stadium---conditions-of-entry-2019.pdf>), the terms and conditions of the governing body of the Match, and directions of Optus Stadium staff.
5. If you fail to comply with any of these terms and conditions and/or directions, or behave in any way which brings Optus Stadium, the FFA and/or the participating teams, into disrepute the Operator may revoke your Accreditation and you will be removed from Optus Stadium. If you are removed, it will not prejudice any other rights the Operator may have against you, or your employer or the organisation they represent. It may also prejudice any application you, or your employer or the organisation they represent, may make for accreditation for future events held at Optus Stadium.
6. The Accreditation is and remains the property of the Operator and the Operator may suspend or cancel your Accreditation at any time.
7. The Accreditation issued to you is non-transferable and may not be used by any other person. If your Accreditation is lost or stolen you must immediately notify the Operator in writing. The Operator will cancel the original Accreditation and may charge a replacement fee should it decide, at its discretion, to issue a replacement Accreditation.
8. You will be given access to Optus Stadium (and the areas as specified) on presentation of your Accreditation and, if requested, proof of identity.
9. If you are a photographer your Accreditation is subject to the following:
 - (a) you must not enter onto the playing field, except immediately prior to the start of play to photograph the team line ups where you must remain within a dedicated area for photographers, as directed by the Operator. You must otherwise stay within the dedicated areas for photographers (for example, at each end of the field of play behind advertising boards) during the Match;
 - (b) you must wear a photographer's bib, provided by the Operator, at all times when within Optus Stadium. The photographer's bib must be returned to the Operator after the Match. You must wear the photographer's bib over your clothing, and must not otherwise wear any clothing or carry any equipment that contains any promotional, advertising or commercial branding which would be visible during the Match (save where otherwise approved by the Operator);
 - (c) your Accreditation is granted for the sole purpose of your providing photographs or images to the publication for which you are accredited, or in the case of news agencies to bona fide publications that subscribe to your service;

- (d) you must not record moving pictures or audio material at any time;
 - (e) if you take a photograph you must only use that photograph or image for editorial, private or non-advertising purposes and not for any commercial purpose whatsoever. For the avoidance of doubt, commercial purposes include sale on the internet, licensing, memorabilia or marketing.
10. From 2 hours prior to the Match until 1 hour after the Match the host broadcaster of the Match has the exclusive right to film or record any moving footage inside Optus Stadium (including on the field of play). For the avoidance of doubt, this means that you cannot record “stand-ups” with the crowd, Optus Stadium or the Match in the background.
 11. The press conference after the Match is open to all news crews and non-broadcasting television and radio stations.
 12. You agree to safeguard your equipment or property and acknowledge that the Operator is not responsible for any lost, stolen or damaged equipment or property.
 13. You, and your employer or the organisation they represent, are jointly and severally liable for, and agree to indemnify and to hold harmless the Operator from and against, any and all loss, damages and liabilities, including (without limitation) personal injury, property damage or loss, or any other loss and/or harm howsoever arising (including but not limited to the costs of enforcement or attempted enforcement of this Agreement), suffered or incurred by the Operator, their employees, officers or representatives in connection with, resulting from or arising out of an act or omission by you or a breach of this Agreement.
 14. To the extent permitted by law, you waive any claim in tort, contract, bailment, statute or otherwise against the Operator for any damage, loss, injury or liability you may suffer performing your duties or in accessing Optus Stadium, caused by (i) any act or omission of the Operator in connection with this Agreement; or (ii) arising from the Match being cancelled, postponed, or abandoned.
 15. The Operator will collect your personal information for the purpose of processing your Application. You may request access to personal information the Operator holds about you by sending an email to privacy@optusstadium.com.au (for more information see the Operator’s Privacy Policy, at <https://optusstadium.com.au/privacy-policy>).
 16. Any failure to enforce a right under this Agreement by the Operator shall not be treated as a waiver of the Operator’ rights to enforce it at a later date.
 17. The dates, times, participating teams and the venue of the Match may change at any time without notice to you.
 18. This Agreement:
 - (a) is governed by the law applicable in the State of Western Australia and each party submits to the jurisdiction of the courts of that state; and
 - (b) is the entire agreement between the Operator and you in respect of its subject matter.