



**RUGBY  
WORLD CUP  
2015**

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2015

MEDIA  
ACCREDITATION  
TERMS AND  
CONDITIONS

**England<sup>TM</sup>  
2015**

## RUGBY WORLD CUP 2015

### MEDIA ACCREDITATION TERMS AND CONDITIONS

#### 1. Introduction

These Media Accreditation Terms and Conditions are applicable to the Tournament (as defined below) and are designed to ensure a fair and efficient functioning of the media accreditation process for the Tournament. The Media Accreditation Terms and Conditions, which are issued by Rugby World Cup Limited, apply from the time a member of the media is issued with his/her Accreditation.

All Accreditations are issued subject to these Media Accreditation Terms and Conditions and will be applied in conjunction with the official Tournament Team Media Rules issued by RWCL. These Media Accreditation Terms and Conditions shall only apply to media representatives who have received Accreditation. The Accreditation process is managed by England Rugby 2015 Limited, as the Tournament organiser, on behalf of RWCL.

#### 2. 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 Party as specified in the Application.

“*Accreditation Device*” means the official proof of Accreditation provided to an Accredited Party by and/or on behalf of RWCL which grants to the Accredited Party access to the designated areas at a Venue and/or Venue(s) for a specified

period in accordance with these Media Accreditation Terms and Conditions.

“*Accredited Party*” means an Applicant who is granted Accreditation in accordance with these Media Accreditation Terms and Conditions.

“*Applicant*” means any person applying for Accreditation in accordance with these Media Accreditation Terms and Conditions.

“*Application*” means an individual application for an Accreditation made by and/or on behalf of an Applicant through the application process put in place by ER 2015 and in accordance with these Media Accreditation Terms and Conditions.

“*Authorised Person(s)*” means collectively all Tournament management including, without limitation, ER 2015 and RWCL; Venue management; Police; the National Crime Agency; the security services; and other public bodies and agencies responsible for safety and security in connection with the Tournament; the United Kingdom Border Agency; and their respective staff, officials, representatives, officers and volunteers.

“*Editorial Purposes*” means usage for the description or depiction of newsworthy events or information concerning or relating to such events and its dissemination to media outlets and emerging media sectors, such as independent reporters, columnists, and journalists who reach audiences via blogs and other forms of new media. For the avoidance of doubt, in respect of the use of images, it expressly excludes any commercial or non-editorial uses, including, but not limited

to, advertising, sales, promotion (other than a media outlet's self-promotional use (including such media outlet's promotion of its own coverage of the Tournament) that depicts a use made for Editorial Purposes), marketing, merchandising or, in particular, the sale or licensing of images to third parties that use the images for any non-editorial or commercial use. For the avoidance of doubt, in respect of the use of images, use for or in connection with the following classes of products or services will not constitute Editorial Purposes and such usage would require separate prior written RWCL approval:

- (a) books (including autobiographies) or magazines, which are entirely dedicated to any and/or all RWCL competition(s) and/or Match(es) provided that such publication features material relating to any and/or all such RWCL competition(s) and/or Match(es) and/or the publication title contains the official name of the competition SAVE in respect of so called 'pull-out supplements' of newspapers which may be entirely dedicated to the Tournament and/or a Match and the title of which may contain the official name of such competition PROVIDED ALWAYS such 'pull-out supplement' is sold as part of the applicable newspaper only and not in any way separately therefrom; also is not sponsored by a commercial sponsor nor advertorial space is given in such a way as to create an association between that company and the Tournament;
- (b) collector cards;
- (c) posters sold separately from the publications of Accredited organisations;
- (d) collector stickers;
- (e) packaging;
- (f) calendars;
- (g) competitions;

- (h) advertisements and promotional and point of sale material (except at the place and for the purposes of sale of the following items: magazines produced on a weekly or monthly basis and/or books, both with exception of the publications listed in (a) above and/or with RWCL's prior written approval);
- (i) the sale of any images taken at a RWCL event (including within the Venue) by newspapers, magazines or websites;
- (j) souvenir publications; and
- (k) branding on merchandise.

*"ER 2015"* means England Rugby 2015 Limited of Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham TW2 7BA.

*"Group Application"* means multiple separate Applications on behalf of all of the intended Applicants of a media organisation through a nominated duly authorised senior representative of that organisation.

*"Illegal or Prohibited Item(s)"* means those items specified in paragraph 5.5(b) of these Media Accreditation Terms and Conditions and any further items listed from time to time at [www.rugbyworldcup.com](http://www.rugbyworldcup.com).

*"Match"* means a Rugby match which forms part of the Tournament (including pre-match, halftime and post-match ceremonies and interviews as well as media conferences and media interview mixed zone).

*"Media Ticket"* means a ticket for entry to a Match for media, permitting access to the Venue for the designated Match strictly subject to the Media Ticket Terms and Conditions and Venue Regulations.

*“Media Ticket Terms and Conditions” means the terms and conditions of tickets issued to a Match to members of the Accredited media as applicable from time to time and as set out in Appendix 1 and incorporated as part of these Media Accreditation Terms and Conditions.*

*“News Access and Additional Permitted Content Regulations” means the policies and regulations (as may be published and/or amended by RWCL in its sole discretion from time to time) for the Tournament governing NRH and online media organisations.*

*“Non Rights Holder” or “NRH” means a media organisation who is not an official media licensee of RWCL in respect of the Tournament.*

*“Participating Union” means each or any of the member unions of World Rugby of the twenty nations who qualify to participate in the Tournament.*

*“Restricted Item(s)” means items which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue including, without limitation, those items specified in paragraph 5.5(c) of these Media Accreditation Terms and Conditions and any further items listed from time to time at [www.rugbyworldcup.com](http://www.rugbyworldcup.com).*

*“Rights Holding Broadcaster” or “RHB” means a broadcaster who is an official media licensee of RWCL in respect of the Tournament.*



*“RWCL” means Rugby World Cup Limited of World Rugby House, 8-10 Pembroke Street Lower, Dublin 2, Ireland.*

*“Tournament” means the Rugby World Cup 2015 tournament scheduled to be held in England and Wales from Friday 18 September to Sunday 31 October 2015.*

*“Tournament Team Media Rules” means the media rules (as may be published and/or amended by RWCL in its sole discretion from time to time) applicable to the Participating Unions/team members in the Tournament.*

*“Venue” means an area under the control of ER 2015 and/or RWCL for the Tournament which requires Accreditation(s) to gain access including, without limitation, the stadium at which Matches are taking place, all media facilities within the stadium, open team training sessions with Participating Unions, interviews, press conferences, functions and events organised by the Participating Unions.*

*“Venue Regulations” means any additional security, public order and safety terms and conditions of entry to each Venue as applicable from time to time as set out at [www.rugbyworldcup.com/media/operations](http://www.rugbyworldcup.com/media/operations).*

### **3. Accreditation Application**

**3.1** Accreditation applications can be submitted either by an individual media representative or a nominated senior representative of a media organisation who shall submit a Group Application on behalf of all that particular organisation's intended Applicants. It should be noted that the nominated senior representative must have the authority to bind the media organisation and its Applicants when submitting the Group Application. All

applications must contain the name of the requisite person in the media organisation who has the authority to nominate an Applicant. Accreditations, once approved, are provided for an individual Applicant only and are strictly non-transferable.

- 3.2 Application for Accreditation must be made via ER 2015's online accreditation system unless otherwise agreed by RWCL and/or ER 2015. Applications should be fully completed and submitted to ER 2015 by the deadline notified by ER 2015. Application forms that are incomplete, unclear or late will be rejected.
- 3.3 Neither ER 2015 nor RWCL shall be liable for incorrect entry of information by an Applicant, technical malfunctions of the internet or failure of computer hardware or software and/or any administrative errors of any nature.
- 3.4 Applicants must request Accreditation strictly in accordance with the roles to be performed by them during the Tournament. Applicants must provide such valid proof of identity as may be required by ER 2015 (either a passport, United Kingdom driving licence, UK birth certificate, National Identity Card (EEA/Swiss nationals only) or such other document as deemed acceptable by ER 2015 in its sole and absolute discretion) which proof of identity must be valid until at least 1 November 2015.
- 3.5 By completing the online Application process, Applicants will be required to accept and agree that:
  - (a)(in the case of individual Applicants) they have read these Media Accreditation Terms and Conditions,



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 Media Accreditation Terms and Conditions 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 Media Accreditation Terms and Conditions 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 provisions of section 3.7 below:

- 3.6 All Applications for Accreditation shall be managed and processed by ER 2015 on behalf of RWCL. The approval of Accreditation Applications is the sole responsibility of RWCL.
- 3.7 All Applicants hereby acknowledge and accept that their details (including personal details) may be stored and processed in electronic form (including, but not limited to, as part of a database) by ER 2015 and RWCL and that such details may be shared with and/or provided to non-commercial third parties for the purposes of the

implementation of Accreditation arrangements and the Media Accreditation Terms and Conditions, which may also involve the transfer of such details across international borders to effect such purposes. Such details/data may also be used for the purposes of updating the RWCL media contacts database and Applicants hereby agree that their personal data/details may be processed, used, stored and transferred for such purposes. The Applicants are informed that they have a right of access, a right of rectification regarding their personal details. Applicants may exercise these rights by contacting ER 2015 or RWCL. Other than for the purpose of maintaining a media contacts database, all unnecessary personal data will be deleted within a suitable period following the conclusion of the Tournament.

#### **4. Approval Process for Accreditation**

- 4.1 RWCL and/or ER 2015 will determine the appropriate Accreditation for the Applicant (if any). RWCL and/or ER 2015 reserve the right to turn down any Application in its sole discretion and without providing any reason for doing so. All decisions of RWCL and/or ER 2015 are final.
- 4.2 ER 2015 will endeavour to notify all Applicants about the status of Accreditation application(s) by email.
- 4.3 RWCL and/or ER 2015 reserve the right to amend or change an Accreditation and will notify the Applicant accordingly. The Applicant agrees and accepts to be bound by such amendments and/or limitations immediately upon receipt of such notification.

- 4.4 *If an Applicant is successful s/he will be provided with an Accreditation Device which must be clearly displayed at all times inside accredited areas at the Tournament Venue and when attending all official Accreditation controlled Tournament media events. An Accreditation Device is personal and strictly non-transferable.*
- 4.5 *The Accreditation Device does not permit automatic access to Tournament Venues. A Media Ticket will also be required as a supplementary Accreditation Device on Match days. Media ticketing is an integral part of the media accreditation process and as part of the application process Applicants will be requested to select the Tournament Matches they wish to attend. Only accredited media/broadcasters will be allocated Media Tickets for the Tournament and hereby agree to be bound by and fully comply with the Media Ticket Terms and Conditions.*
- 4.6 *The Accreditation Device can be collected at a nominated accreditation centre upon presentation of the same identity document as used in the application process.*
- 4.7 *RWCL and/or ER 2015 reserve the right to unilaterally revoke the Accreditation of any Accredited Party at any time if it appears that:*
- (i) any unauthorised changes have been made to an Accreditation Device and/or it has been copied or counterfeited;*
  - (ii) an Accreditation Device was not obtained in accordance with the applicable Application or was obtained through duplicity;*

- (iii) the Accredited Party is not undertaking the specified role as set out in the Application;*
- (iv) the Accredited Party does not comply with these Media Accreditation Terms and Conditions, Venue Regulations or the Media Ticket Terms and Conditions incorporated herein;*
- (v) the Accredited Party is in breach of the applicable News Access and Additional Permitted Content Regulations;*
- (vi) an Accreditation Device is being misused by the Accredited Party or another person, including, without limitation, being sold or otherwise transferred or used jointly with third parties*
- (vii) the Accredited Party has obtained, sold, transferred, disposed of and/or used a Match Ticket(s) in a manner which is contrary to the relevant Ticket Terms and Conditions; or*
- (viii) the Accredited Party is acting in breach of any ER 2015 and/or RWCL policy, additional terms and conditions and/or regulation as may be notified and/or issued to the Accredited Party by ER 2015 and/or RWCL from time to time or has otherwise engaged in gross misconduct.*

*Any breaches of these Media Accreditation Terms and Conditions shall be subject to the process set out in section 7.*

*If and/or when Accreditation is revoked the Accredited Party shall immediately hand back the Accreditation Device to ER 2015. The formerly Accredited Party shall no longer be eligible to apply for or collect Tournament Media Tickets to gain entry to the Venues.*

4.8 In the event that an Accreditation Device is lost or stolen, RWCL and/or ER 2015 shall in its sole discretion decide whether a new Accreditation Device will and/or is to be issued and ER 2015/RWCL reserves the right to charge a £20 fee for replacement.

4.9 In the event that an Accreditation Device is lost or stolen the Accredited Party shall report the loss or theft of the Accreditation to an Accreditation centre as soon as possible but no later than twenty-four (24) hours after, the Accredited Party becomes aware of the loss or theft.

4.10 If an Accredited Party is to be replaced by another person, pre-Tournament or during the Tournament the Accredited Party to be replaced or a nominated senior representative of the media organisation must submit a request in writing to the Press Operations team directly at [pressoperations@england2015.com](mailto:pressoperations@england2015.com). The request shall clearly state the reason for the replacement and must specify all the information of the existing Accredited Party (including the Accreditation Device number) and full details of the proposed replacement Applicant. If an Accreditation Device has already been issued it must be returned to ER 2015 at an official Accreditation centre. RWCL and/or ER 2015 reserve the right to refuse the proposed replacement or to limit the scope of the Accreditation granted.

## 5. Utilising the Accreditation

5.1 Access to a Venue shall only be authorised upon presentation of a valid Accreditation Device in conjunction with, on Match days, a valid Media Ticket. An Accreditation Device does not give the Accredited

Party any right to occupy a spectator seat or view a Match from any spectator thoroughfares. An Accreditation Device must be clearly displayed at all times and must be produced for inspection upon request by ER 2015, RWCL and/or any Authorised Person. Failure to do so may result in the Accredited Party being ejected from the Venue. Each Accredited Party is only permitted access to the Venue for specified period(s) and to the areas within the Venue indicated on the respective Accreditation Device and such access may be revoked by ER 2015 and/or RWCL in their absolute discretion. In addition to complying with these Media Accreditation Terms and Conditions, the Accredited Party must comply with, the Media Ticket Terms and Conditions and any applicable Venue Regulations. If any Accredited Party fails to comply with such regulations, that Accredited Party may be refused access to and/or be removed from the Venue.

- 5.2 The Accredited Party must follow the directions, instructions and guidelines of the Authorised Persons at a Venue. Each Accredited Party is obliged to submit to body searches and searches of any bags or other items in their possession as appropriate for the purposes of identifying any Illegal or Prohibited Item and/or Restricted Item on their person, and any refusal may result in refusal of admission to the Venue. Any identified Illegal Items shall be handed over to the Police. Any identified Prohibited Items or Restricted Items which are surrendered as a condition of entry to the Venue shall be deemed to be surrendered irrevocably and voluntarily and will be unable to be reclaimed and shall be disposed of by ER 2015 without liability failure to do so may result in the Accredited Party being ejected from the Venue.

- 5.3 Each Accredited Party acknowledges that they shall move in and around a Venue at their own risk. Neither RWCL, ER 2015, nor their servants nor agents, nor any Authorised Persons, nor the owner of the relevant Venue are and/or shall be liable for any loss, injury or damage howsoever caused to the Accredited Party (or his/her principal or employer) save for death or personal injury.
- 5.4 The Accredited Party and his/her principal or employer shall jointly and severally indemnify and hold harmless RWCL and ER 2015 against any loss (including consequential loss) or damage to RWCL or ER 2015 or either of its employees, officers and/or agents, resulting from a breach of these Media Accreditation Terms and Conditions by the Accredited Party and/or such principals or employers or resulting from suspension, withdrawal, revocation or cancellation of the Accreditation.
- 5.5 Access to a Venue will be refused to any person (or such person may be required to leave a Venue) if such person:
- a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or considered by any Authorised Person to be behaving or likely to behave violently, harmfully or in a manner contrary to public order and/or safety;
  - b) brings or attempts to bring into, and/or possesses or uses within, any Venue any Illegal or Prohibited Items including, without limitation,
    - (i) firearms & ammunition (including component parts) or replica or imitation firearms or

ammunition; any and all types of knives and bladed items, offensive weapons or implements, such as, but not limited to, extendable batons, and/or any items modified into weapons or replica or imitation weapons; controlled drugs; explosives, fireworks, flares, smoke canisters and/or replica explosive devices; personal protection sprays, laser pointers & strobe lights; glass bottles and glass receptacles (medication bottles for personal use excluded); hazardous and/or toxic materials; cans or any other item that an Authorised Person considers dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the safety of (or pose a hazard to) any person or security at the Venue;

- (ii) phone jammers, radio scanners and walkie-talkies; personal/private wireless and 3G or 4G access points/hubs (smart devices are permitted but must not be used as wireless access points to connect multiple devices);
- (iii) compressed gas containers (otherwise than required for personal medical purposes);
- (iv) protest material of any kind, including banners, clothing, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;



- (v) tents, spray paint or any other item which could be used to demonstrate within a Venue, sabotage or damage property;
  - (vi) any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which ER 2015 and/or RWCL believe are for promotional or ambush marketing purposes;
  - (vii) bicycles, roller-skates, skateboards, scooters, wheeled footwear, prams and children's buggies and similar items; and
  - (viii) pets or animals (other than guide/service dogs);
- c) brings or attempts to bring into a Venue, possesses or uses within a Venue any Restricted Item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue such as, without limitation, large flags, banners and flag poles, oversized hats, large umbrellas, noisemakers such as vuvuzelas and whistles, horns, air horns, drums, rattles, and musical instruments;
  - d) whilst within any Venue, enters or circulates in any area where that person is not permitted under the terms of their Accreditation;
  - e) is reasonably suspected by an Authorised Person of having committed, or being likely to commit, a criminal offence within any Venue;

- f) whilst within any Venue, damages, interferes with or tampers with any property of any third party;
- g) whilst within any Venue, smokes in any area where smoking is not permitted;
- h) offers to any third party any bribe or other reward to fix or contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of a Match and/or otherwise contacts or attempts to contact any player, coach, team or match official for a corrupt or improper purpose;
- i) lingers on, or otherwise restricts access to traffic areas, walkways, emergency routes, entrances, stairs or landings;
- j) accesses areas not open to the public or the Accredited Party or enters or leaves the Venue via paths laid aside for an easy exit in the event of danger;
- k) intrudes upon the privacy of teams participating in the Tournament or otherwise interferes with the conduct of the Tournament;
- l) by their appearance or behaviour negatively affects the public standing of the Tournament; and/or
- m) whilst in any Venue engages in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including without limitation, onto the playing surface), instigating violence, racism or xenophobia, behaving in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creating or posing any threat to the life or safety of

*themselves or any other person(s), or harming any other person(s) in any way and/or in a manner that is not in keeping with the conduct of attendees at a major international sporting event.*

- 5.6 All Accredited Parties at a Venue are strictly prohibited from possessing, bringing into, or using within a Venue any sponsorship, promotional or commercial items or materials (of whatever nature) without the prior written authorisation of RWCL and/or ER 2015, or whilst within any Venue, engaging in any form of ambush marketing, gambling, conducting any commercial activity whatsoever, or offering (either for free or for sale) selling or possessing items with intent to sell including without limitation drinks, food, souvenirs, clothes, promotional and/or commercial items and literature in each case without the prior written authorisation of RWCL and/or ER 2015. Any such items may be removed, confiscated and/or destroyed at the discretion of any Authorised Person.*
- 5.7 Each and every Accreditation Device remains the property of RWCL and/or ER 2015 at all times and shall be returned immediately upon request and/or otherwise in accordance with these Media Accreditation Terms and Conditions. In the event of a breach of any of the Media Accreditation Terms and Conditions, Venue Regulations, News Access and Additional Permitted Content Regulations, or the Media Ticket Terms and Conditions, Accreditation may be suspended, withdrawn and/or cancelled by RWCL (at its sole discretion).*
- 5.8 An Accredited Party may not sell or transfer an Accreditation Device or use it jointly with any third parties. An Accreditation Device must not be used for any*

kind of illegal, unlawful or unauthorised commercial purpose.

## 6. Conditions of Accreditation

As a fundamental condition to the issue of an Accreditation Device, the Accredited Party accepts that:

6.1 Any Accredited Party attending a Venue agrees that the Tournament is a well-known sporting event and the Accredited Party agrees that use may be made, free of charge, of his/her name, voice, image and likeness by means of live or recorded audio/visual broadcast or transmission or recordings, photographs or any current or future technologies in accordance with the Media Ticket Terms and Conditions.

6.2 Authorised licensees of RWCL and News Access And Additional Permitted Content Regulations: Only RHBs (licensed by RWCL) and permitted NRHs may make audio and/or audio/visual broadcast recordings inside the Match Venue on a Match day. Such RHBs and permitted NRHs should refer to the terms specified in their agreements with RWCL and other applicable documentation issued to them by or on behalf of RWCL in relation to the use of audio and audio/visual broadcast recordings of the Tournament. To the extent that these Media Accreditation Terms and Conditions are inconsistent with such agreements, the terms of their agreement with RWCL shall prevail.

NRH broadcasters and audio-visual news gatherers (including, without limitation, television, radio and/or new media) shall also comply with the News Access and

*Additional Permitted Content Regulations specified by RWCL.*

*6.3 General prohibition on sound and image recordings: Except as set out in section 6.2 above and as permitted by sections 6.4 to 6.6 below, the Accredited Party and/or the principal or employer for whom the Accredited Party is working on behalf of, shall not at any time, whether for commercial use or otherwise:*

- (i) take, capture, produce, publish, transmit or distribute via any media or device, any moving images from within Accredited areas inside the Venue on Match day; or*
- (ii) take, capture, produce or transmit via any media or device any sound recordings or audio transmission or any live (or "as live") sound reporting of the Match including (but not limited to) any interview or broadcast originated from within a Venue; or*
- (iii) reproduce photographs in a sequential manner, so as to simulate in any way, moving images or rapid-sequence streaming images (e.g. slideshows of images from a phase of play during a Match). For the avoidance of doubt, a phase for these purposes only shall be deemed to be when the ball is put into play until the moment the ball subsequently becomes dead, for broadcast publication, distribution or exhibition by any means.*

*6.4 Permitted written press and internet news-based publications: Accredited Parties representing the written press or other media who provide information and/or reports thereto shall only be entitled to report for normal editorial usage within print, social and digital media*

(such media having been disclosed at the time of Application). It should be noted that any online/web based Match tracking using content generated by the Applicant from within the Venue must not be live or “as live” or a continuous consecutive play by play textual commentary of the Match, shall be for news reporting purposes only and shall not be described as a “Live Match Tracker” (or similar).

6.5 Photographers: permitted written press and internet news-based site:

6.5.1 An Accredited Party who is a journalist or photographer may not engage in any form of audio-visual newsgathering in Venues on Match day, 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 a Match without limitation as to time. An Accredited Party who is a photographer may only originate still photographic pictures of the Tournament 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 and Editorial Purposes only and not any unauthorised commercial purpose;
- (iii) images are not used in association with (or positioned or juxta-positioned 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 Tournament 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 Tournament 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. For the avoidance of doubt, the restrictions and obligations in this clause 6.5.1 shall only apply to photographers/journalists and their use of applicable images.

6.5.2 An Accredited Party who is a photographer shall ensure that where images are passed on to a third party publisher in accordance with this section, 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 Tournament photography by an Accredited Party who is a photographer and/or his principal is subject to the prior written approval of RWCL. Photographers may sell to individuals (but not photo libraries without the prior written consent of RWCL) for personal, non-commercial use without the prior written approval of RWCL subject to compliance with these Media Accreditation Terms and Conditions. In particular all photographers must clearly bring to the attention of their clients the terms of section 6 prior to granting access to their images.*

*6.5.3 Accredited Parties may sell their copyright material (by way of example only which, in respect of newspapers, may include image(s) in such material(s)) to third parties, strictly for Editorial Purposes by the third party (and excluding for the avoidance of doubt any audio-visual use (save for use by RHBs and/or bona fide news reporting pursuant to the News Access and Additional Permitted Content Regulations) subject to both parties compliance with these Media Accreditation Terms and Conditions. In the event that either party fails to adhere to Media Accreditation Terms and Conditions then RWCL shall initiate the process set out for dealing with breaches pursuant to section 7.1 and 7.2 below:*

*6.5.4 On a case by case basis, where RWCL is unable to obtain material from its contracted agencies, RWCL shall be entitled to reasonably request access to images for use and reproduction, free of charge, worldwide and for the duration of protection by*



applicable intellectual property law, any photographs/images captured by the Accredited Party at any Venue for RWCL's non-commercial purposes in the normal course of business. The Accredited Party agrees to use all reasonable endeavours to meet such requests.

- 6.6 Photographic media – photo agencies: The general provisions in section 6.5 above also apply to Accredited Parties who are photographers from recognised photographic agencies. However, such provisions shall not prevent the Accredited Party 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 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 Media Accreditation Terms and Conditions. To this end all photographic agencies must clearly bring to the attention of their subscribers the terms of this section 6 and must require their subscribers to accept and fully comply with the provisions prior to their subscribers being allowed access to their images.

In the event that RWCL notifies a photographic agency that any of its subscribers has failed to comply with the provisions of this section 6 of the Media Accreditation

Terms and Conditions, or where the photographic agency itself becomes aware of such failure and notifies RWCL, 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 RWCL and the photographic agency with a written undertaking (the form of undertaking to be provided by RWCL) no later than 24 hours from notification of the breach, pursuant to which the subscriber shall agree to adhere to the provision of these Media Accreditation Terms and Conditions. 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 Tournament to the relevant subscriber (whether directly or indirectly) for the duration of the Tournament 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 RWCL pursuant to applicable law.

- 6.7 Other considerations: Each Accredited Party and/or principal shall make available to RWCL, if requested, for inspection and approval, any equipment capable of capturing any still and/or moving images or making any sound recording. RHBs will have to display Accreditation marks on their equipment (e.g. camera stickers). The Accredited Party and/or principal shall not cause or permit the use of any material captured and/or recorded by the Accredited Party to be used in any way, which may breach the intellectual property rights of RWCL

*and/or damage, prejudice, undermine or devalue the commercial programme of the Tournament and/or which may assist ambush marketing of the Tournament to take place.*

- 6.8 For the avoidance of doubt, these Media Accreditation Terms and Conditions are not intended to undermine editorial independence relating to genuine news reporting or editorial fair comment, review or criticism.*
- 6.9 Save as may be expressly permitted herein or with the prior written approval of RWCL on a case by case basis, an Accredited Party shall not use, present, position or promote any editorial, audio/visual footage or imagery relating to the Tournament that may be deemed by RWCL, to wrongly associate the Accredited Party and/or the principal and/or its advertisers/sponsors, with the Tournament, Tournament commercial partners or Participating Unions in such a manner as to devalue the commercial interests of the Tournament, its commercial partners or Participating Unions and which the Accredited Party ought reasonably to have been aware of.*
- 6.10 An Accredited Party must not infringe, or facilitate the dilution or infringement of the rights of any third party officially associated with the Tournament and in this regard the Accredited Party may not, without limitation enter into any third party sponsorship or similar agreements or arrangements in connection with the publishing of its news content relating to the Tournament.*

## *7. Breach of Terms and Conditions*

- 7.1 Any breach or suspected breach of the Media Accreditation Terms and Conditions and/or Media Ticket Terms and Conditions and/or News Access and Additional Permitted Content Regulations capable of remedy (in RWCL's sole discretion) will be raised by RWCL or its nominee in the first instance with the Accredited Party or their organisation to allow for remedy. In circumstances involving a serious breach(es) of the said Terms and Conditions/Regulations by an Accredited Party, RWCL will be entitled to immediately suspend, remove or cancel that party's Accreditation. RWCL shall in its sole discretion determine if the organisation represented by the individual will be entitled to make a new Application for Accreditation in the name of an alternative individual.*
- 7.2 Where a breach or suspected breach is believed to have been made by a media organisation, RWCL will notify a senior responsible representative of that organisation and thereafter determine the extent of any breach and the subsequent measures (including enforcement measures) required. Thereafter should RWCL consider that there are reasonable grounds to believe that the media organisation or any Accredited Party of the organisation has not complied with the Media Accreditation Terms and Conditions and/or Media Ticket Terms and Conditions and/or News Access and Additional Permitted Content Regulations, and a breach or consistent breaches of said Terms and Conditions/Regulations have been identified, RWCL reserves the right to immediately suspend, remove or cancel any Accreditation Device and/or unilaterally revoke the Accreditation of any Accredited Party.*

7.3 RWCL and/or ER 2015 reserve the right, where a breach has been identified, to pursue other legal remedies against any Accredited Party at its sole discretion.

## 8. Severability, Amendments, Language and Governing Law

8.1 In the event that any provision(s) or section(s) of these Media Accreditation Terms and Conditions are declared void, ineffective or unenforceable by any competent court, the remainder of these Media Accreditation Terms and Conditions shall remain in full force and effect as if such void, ineffective or unenforceable provision(s) or section(s) had not been contained herein.

8.2 ER 2015 and/or RWCL reserves the rights (without providing reasons for doing so) to make amendments to these Media Accreditation Terms and Conditions including to address such matters not considered and/or adequately addressed at the time of issuance and/or in the event of a crisis (as determined in the reasonable opinion of RWCL and taking into account the best interests of the Tournament). Any such updated versions shall be notified to Accredited Parties by RWCL or ER 2015 and such amended Media Accreditation Terms and Conditions shall become binding on all Accredited Parties from the time of such notification.

8.3 The Applicant acknowledges that s/he has read and understood these Media Accreditation Terms and Conditions and that s/he is fully aware of the rights and obligations arising from them and shall be bound by and comply therewith.



- 8.4 *These Media Accreditation Terms and Conditions shall be governed by and construed in accordance with the laws of England and are subject to the exclusive jurisdiction of the English courts.*
- 8.5 *In the event of any inconsistencies between these Media Accreditation Terms and Conditions and Appendix 1, the terms of these Media Accreditation Terms and Conditions shall prevail.*

## *Appendix 1*

### *Rugby World Cup 2015*

#### *Media Tickets Terms and Conditions*

*These Conditions govern all Media Tickets issued for the Tournament and the admission to any Venue to attend any Match. These Conditions will be printed in an abbreviated form on each Ticket. In the case of any conflict or ambiguity between these Conditions and the abbreviated form printed on a Ticket, these Conditions will prevail. All capitalised terms used in these Conditions and in the abbreviated form printed on a Ticket shall have the meanings given to them in paragraph 30 of these Conditions. All Tickets are issued by or on behalf of ER 2015, the Tournament organising committee, pursuant to authority granted by RWCL. Any person who obtains, possesses a Ticket, or uses or attempts to use any Ticket shall be deemed to have accepted and agreed to comply with these Conditions. These Media Tickets Terms and Conditions should be read in conjunction with the Media Accreditation Terms and Conditions*

#### *Venue Regulations*

*1. These Conditions are subject to any additional security, public order and safety conditions of admission to a particular Venue that may be issued by ER 2015 from time to time (the 'Venue Regulations'). If a Ticket Holder fails to comply with the applicable Venue Regulations, he/she may be refused admission to the Venue or evicted from the Venue without compensation. In the case of any conflict or ambiguity between these Conditions and the Venue Regulations, these Conditions will prevail.*

#### *Ticket Issuance*

*2. Tickets will only be issued by and obtained from ER 2015. Tickets are non-transferable. A Media Ticket will not be valid for entry into any Match Venue unless it is presented with a valid media accreditation.*

3. The issuance of any Ticket is final. ER 2015 reserves the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged or forged, or any Ticket which is unreadable or incomplete.

#### *Ticket Use & Prohibitions on Transfers*

4. It is an essential condition of the issuance of each and every Ticket and the right of admission to a Venue that, **THE TICKET MUST NOT BE SOLD OR OFFERED, EXPOSED OR MADE AVAILABLE FOR SALE, OR TRANSFERRED OR OTHERWISE DISPOSED OF.** In particular, but without prejudice to the generality of the foregoing, the Ticket must not be:

a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; and/or

b) transferred, used or otherwise disposed of:

i. in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise); or

ii. to enhance the demand for any other goods or services; and/or

c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or

d) transferred, used, combined with or incorporated as part of any hospitality, accommodation or travel package or service; and/or

e) combined with any other good(s) or service(s) (including as part of any hospitality, accommodation or travel package or service),

in each case without the prior written approval of RWCL.

5. In the event that ER 2015, RWCL or any Authorised Person reasonably suspects that a Ticket Holder has obtained their Ticket(s)



from an unauthorised source or in breach of these Conditions, the Ticket Holder shall, upon request by ER 2015, RWCL or any Authorised Person, give a full explanation as to how and from whom (including full contact details) his/her Ticket(s) have been obtained and at what price (if any). If a Ticket Holder fails to provide a reasonably satisfactory explanation, ER 2015 may cancel the Ticket(s) and refuse the Ticket Holder admission to and/or eject the Ticket Holder from the Venue without compensation.

6. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraph 4 of these Conditions may be cancelled by ER2015 and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue without compensation and may also be liable to legal action.

#### **Venue Entry & Requirements**

7. Admission to a Match Venue will only be authorised upon presentation of a valid Ticket and a valid Accreditation Device. A valid Ticket permits the Ticket Holder to view the relevant Match from the position indicated on that Ticket or such other alternative seat as ER 2015 and/or RWCL may allocate acting reasonably. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Match from the seat provided, nor is any representation or warranty given as to the quality, content or duration of the Match.

8. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket).

9. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue where that person is banned by the Venue Owner from attending the Venue or by any competent authority and/or sports governing body from attending the Venue or the Match (or sports events more generally) and/or from receiving any Ticket (or tickets generally in respect of sports events).

10. Ticket Holders must retain their Ticket at all times whilst within any Venue and Tickets must be produced for inspection upon request by ER 2015, RWCL and/or any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue without compensation.

11. Nothing in these Conditions seeks to exclude any liability of ER 2015, RWCL, the owner of the Venue or any Authorised Person for death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law.

12. The liability of ER 2015 and RWCL shall (in aggregate) otherwise be excluded.

13. Personal arrangements including travel, accommodation or hospitality relating to attendance at the Match which have been arranged by the Ticket Holder are at the Ticket Holder's own risk and neither of ER 2015 and RWCL, shall be responsible to the Ticket Holder for any indirect losses or damages including, but not limited to, loss of enjoyment and goodwill.

14. The Ticket Holder is responsible for his/her own personal property brought to and into a venue. None of ER2015, RWCL, the owner of the venue or any Authorised Person accepts any responsibility for any loss, theft or damage of a Ticket Holder's personal property.

15. There is no storage available at Venues for prams and children's buggies, any surrendered Illegal or Prohibited Items or any Restricted Items or Ticket Holders' other personal property.

### **Media & Recordings**

16. Each Ticket Holder attending a Match:

a) acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;

b) agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies; and

c) acknowledges and agrees that RWCL is the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any unauthorised recordings of sound or images taken within a Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings.

### *Cancellation*

17. ER2015 does not guarantee that the Match for which a ticket is issued will take place at the date, time and venue stated on the ticket. ER 2015 reserves the right to make alterations to the time, date, duration and Venue of any Match or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), force majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither ER 2015 nor RWCL will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration.

17. As soon as possible after ER 2015 becomes aware of postponement, rescheduling or cancellation of a Match, all available information will be posted on [www.rugbyworldcup.com](http://www.rugbyworldcup.com) but it is the responsibility of the Ticket Holder to ascertain whether a Match has been postponed, rescheduled or cancelled and any new dates, times, and venue.

19. If the Match is rescheduled a Ticket for the rescheduled match will be issued at the discretion of ER 2015.

### *General*

20. Information about a Ticket Holder is gathered and stored to identify the Ticket Holder and for administration, communication, marketing, enforcement and access control purposes. The Ticket Holder has a right of access to and correction of his/her personal information by written request to ER 2015.

21. The Ticket Holder irrevocably and unconditionally consents to the collection and processing by ER2015 of personal information provided to ER 2015 by the Ticket Holder and any other Ticket Holder in accordance with ER 2015's privacy policy (<http://www.rugbyworldcup.com/home/news/newsid=2063833.html>) for the purposes of the implementation of these Conditions, including for administration, communication, marketing, enforcement and access control purposes.

22. Save as required by English law, neither ER 2015 nor RWCL accepts any responsibility for any loss, theft or accidental destruction of any personal information provided by the Ticket Holder (and any other Ticket Holder) or any financial or other loss or damage which may result, directly or indirectly therefrom.

23. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.

24. ER2015 reserves the right to make amendments to these conditions from time to time. A full copy of the latest version of the Conditions (as amended, if appropriate) will be available as part the ticketing information at [www.rugbyworldcup.com](http://www.rugbyworldcup.com).

25. Any information requests or other correspondence in relation to these Conditions should be addressed to: Press Ticketing Manager, England Rugby 2015 Limited, Webb Ellis House, Rugby Road, Twickenham TW1 1DZ.

26. Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her eviction from the Venue, in each case without compensation in addition to any other remedy that ER 2015 and/or RWCL may have. No failure or delay by ER 2015 and/or RWCL to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.

27. All Tickets (and the copyright in all Tickets) remain the property of ER 2015 and/or RWCL. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies which ER 2015 and/or RWCL may have.

28. Any person not party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 save that, In addition to ER2015, all the provisions of these Conditions shall be enforceable by RWCL.

29. These Conditions will be governed by and interpreted in accordance with English law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match will be submitted to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, ER 2015 and RWCL, reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with English law.

### **Definitions**

30. When used in these Conditions, the following capitalised terms shall have the following meanings:

*“Authorised Person(s)” means collectively all Tournament management including ER 2015 and RWCL, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Tournament or the Venue or a Match, and their respective staff, officials, representatives, officers and volunteers;*

*“Conditions” means these conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of ER 2015 from time to time;*

*“ER 2015” means England Rugby 2015 Limited of Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham TW2 7BA;*

*“Illegal or Prohibited Item(s)” means those items specified in paragraph 5.5(b) of the Media Accreditation Terms and Conditions and any other items from time to time prohibited from being brought into Venues (and Ticket Holders should check the ticketing information on [www.rugbyworldcup.com](http://www.rugbyworldcup.com) from time to time for details of any additional Illegal or Prohibited Items);*

*“Match” means a game of rugby union forming part of the Tournament, the particulars of which are indicated on the Ticket;*

*“Media Accreditation Terms and Conditions” means the terms and conditions of accreditation issued by ER 2015 to members of the accredited media as applicable from time to time in respect of the Tournament and as set out in Appendix 1 and incorporated as part of these Media.*

*“Restricted Item(s)” means any item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue and Ticket Holders should check the ticketing information on [www.rugbyworldcup.com](http://www.rugbyworldcup.com) from time to time for details of any further examples of items which may only be brought into a Venue at the discretion of an Authorised Person;*



*"RWCL" means Rugby World Cup Limited of World Rugby House, 8-10 Pembroke Street Lower, Dublin 2, Ireland;*

*"Ticket" means a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from ER 2015 for an individual to attend a particular Match at a particular Venue in accordance with the details indicated thereon;*

*"Ticket Holder" means any individual possessing, holding or using a Ticket, including (without limitation) the person to whom the Ticket was issued or transferred;*

*"Tournament" means the Rugby World Cup 2015;*

*"Venue" means the entire premises of a stadium where a Match is scheduled to take place including all adjacent and surrounding areas used or controlled by ER 2015 in connection with the staging of the Tournament at the Venue; and*

*"Venue Regulations" means as defined in paragraph 1.*