



Gymnastics
Australia

GYMNASTICS AUSTRALIA (GA) - TERMS OF MEDIA ACCREDITATION

The terms and conditions of holding media accreditation for a Gymnastics Australia Event are outlined on this document (**Form**), and these terms (including any incorporated terms) form a legally binding contract (**Agreement**) between the person named on the Form (**you**) and Gymnastics Australia (**GA**).

By applying to GA for media accreditation for the 2017 Australian Gymnastics Championships, you are agreeing to comply to the terms of this Agreement. Any terms used but not defined in this Agreement, have the meaning given to them on this Form.

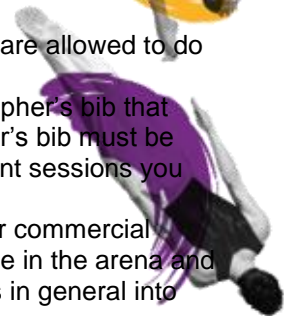
1. You warrant that the information provided by you on the Form is current, true and correct.
2. GA will not process any Form that:
 - (a) is not clear, signed or completed in full; or
 - (b) has not been received by GA before the Deadline.
3. GA reserves the right to not accept any Form in its absolute discretion. GA's decision is final and unsuccessful applicants cannot resubmit an application for accreditation.
4. If GA accepts your application, GA will notify you in writing and forward you an accreditation pass with applicable access zones (**Accreditation**).

Terms of Use

5. The Accreditation is issued to you and is non-transferable.
6. The Accreditation is and remains the property of GA and GA may suspend or cancel your Accreditation at any time.
7. You will gain entrance to the Venue (and a zone within the Venue) only with your ticket and on presentation of valid Accreditation and, if requested, proof of identity.

Media and Photographs

8. If you are accredited as a photographer for the Championships:
 - (a) Accreditation is granted for the sole purpose of enabling you to provide photographs or images only to the publication for which you are accredited, or in the case of news agencies to bona fide publications that subscribe to your service;
 - (b) you must not record moving pictures or audio material at any time unless previously authorised by GA;
 - (c) and if you take a photograph, you must use that photograph or image only 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;
 - (d) you must not enter the Field of Play unless specifically directed that you are allowed to do so;
 - (e) you must at all times whilst within the Venue wear the provided photographer's bib that must be prominently displayed and worn over your clothing. The photographer's bib must be returned at the end of the day's competition and collected again for subsequent sessions you wish to attend;
 - (f) you must not carry or wear any political, promotional, advertising or other commercial material of whatever nature (save for material provided by GA), which is visible in the arena and you must not do anything which brings GA, the Championships or gymnastics in general into disrepute.





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Replacement, suspension or cancellation

9. Lost or stolen Accreditation must be immediately reported to GA in writing. GA may, in its absolute discretion, issue duplicate Accreditation and charge a replacement fee.

10. Any breach of these Terms of Accreditation may result in your Accreditation being suspended or cancelled and you will be evicted from the Venue.

11. The suspension or cancellation of Accreditation by GA and your eviction from the Venue, is without prejudice to any other rights or remedies that GA may have against you or the company, organisation or business that you represent. Suspension, cancellation and eviction may also impact on rights to accreditation for you and your company, organisation, or business at future GA events.

Ticket Conditions and Regulations

12. It is an essential condition of this Agreement and of the right of admission to the Championships conferred on the holder of a ticket that you and each subsequent holder of the ticket agrees with GA:

- (a) not to resell or transfer, or attempt to resell or transfer, the ticket at a premium;
- (b) not to use it for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; and
- (c) not to bundle it with other goods or services, without GA's prior consent. If this condition is breached, GA may, in addition to any other remedy and even if the holder of the ticket did not have notice of the condition or the breach, deny the holder admission to the event and retain the price of the ticket.

13. You agree to comply with GA's rules and regulations as well as any Venue conditions of entry.

14. You must comply with the directions of GA staff whilst in and around the Venue during the Championships.

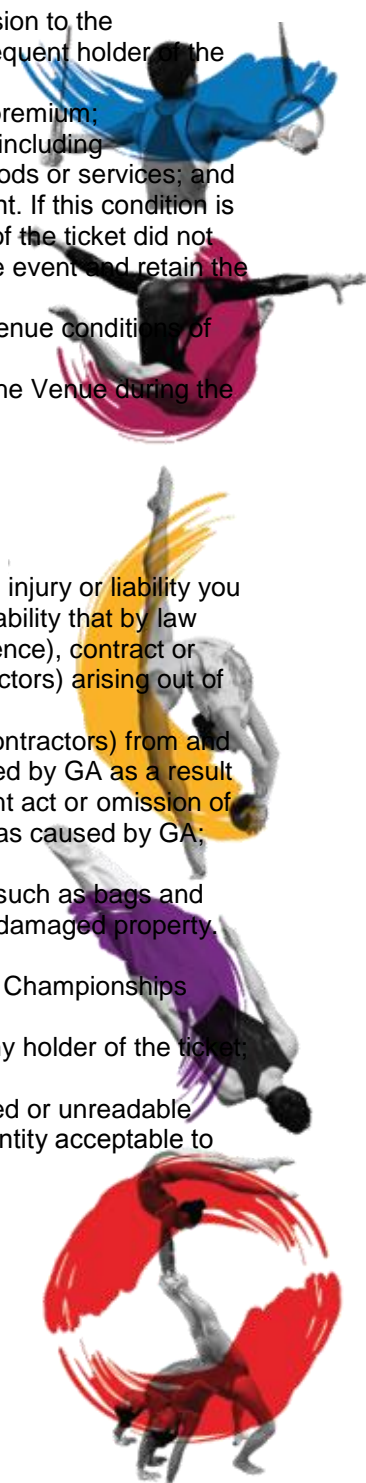
Liability

15. You agree:

- (a) not to bring any claim or proceeding against GA for any damage, loss, injury or liability you may suffer in accessing the Venue or carrying out your duties. Except for liability that by law cannot be excluded, GA excludes all liability to you in tort (including negligence), contract or bailment, for acts and omissions of GA (including its employees and contractors) arising out of or in relation to the event or this Agreement;
- (b) to indemnify and keep indemnified GA (including its employees and contractors) from and against all losses, damages, expenses, costs and claims incurred or suffered by GA as a result of any breach of this Agreement by you and any willful, unlawful or negligent act or omission of you, except to the extent that such loss, damage, expense, cost or claim was caused by GA; and
- (c) to safeguard your equipment or property (including personal property such as bags and money) and acknowledge that GA is not responsible for any loss, stolen or damaged property.

16. GA:

- (a) is not liable to you for any loss or damage you suffer as a result of the Championships being cancelled, postponed or changed;
- (b) disclaims the existence of any common law duty of care to you and any holder of the ticket; and
- (c) will not replace your ticket if it is lost, stolen, forgotten, damaged, forged or unreadable (unless, at GA's discretion, you can demonstrate proof of purchase and identity acceptable to GA).





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Privacy

17. The personal information that GA collects on the Form is used for the purpose of processing your request for accreditation. You may request access to personal information GA holds about you by sending an email to media@gymnastics.org.au. For full details of GA's Privacy Policy, go to gymnastics.org.au.

General

18. GA may choose not to enforce a term of this Agreement in some cases in its absolute discretion without affecting its right to enforce that term in other cases.

19. The dates, times, participating athletes and the Venue of the Championships may change without notice to you.

20. This Agreement:

(a) is governed by the law applicable in the State of Victoria and each party submits to the jurisdiction of the courts of that state; and

(b) is the entire agreement between GA and you in respect of its subject matter.

