



## **2017 Atlantic Tire Championships Accreditation Policy**

### **1. SCOPE AND TERM OF ACCREDITATION**

1.1. This accreditation policy (the Policy) shall be binding on any person (the Accreditee) who has applied for or been issued with a temporary or permanent accreditation (the Accreditation) by or on behalf of Town of Cary (the Accreditor) in respect of the 2017 Atlantic Tire Championships whether on his/his own account, on behalf of an employer, or on behalf of any person or company he/she is working with (in whatever form) in respect of the Tournament.

1.2. With effect from the date of signature or online acceptance of this Policy, this Policy shall supersede and replace any prior agreement, understanding, arrangement, representation or document, whether written or oral, entered into between the Accreditor and the Accreditee with respect to the subject matter of this Policy.

### **2. TERM**

2.1. This Policy shall come into effect and be binding as between the Accreditor and Accreditee from the date of signature or online acceptance of this Policy by the Accreditee and shall terminate upon the conclusion of the Tournament in the relevant year (save that the Accreditee and the Accreditor agree that paragraphs 3.1.3, 3.1.5, 3.1.11, 3.1.13, 3.1.21 (inclusive) and paragraphs 4, 5 and 6.4 shall survive expiry or termination of this Policy).

2.2. The Accreditation provided to the Accreditee shall at all times remain the property of the Accreditor and be subject to the Accreditee complying with the terms of this Policy. The Accreditor may, at any time and in its sole discretion: (i) terminate this Policy; (ii) rescind any Accreditation provided to the Accreditee for the current year; (iii) reject any applications for future Accreditation; and/or (iv) eject the Accreditee from the Tournament site, and/or take legal action against the Accreditee for breach of this Policy.

### **3. TERMS AND CONDITIONS**

3.1. In consideration for the grant to the Accreditee of his/her Accreditation, the Accreditee hereby agrees, undertakes and/or acknowledges (as applicable) that:

#### **General**

3.1.1. the Accreditation is strictly non-transferable and in particular the Accreditation may not be used as a prize or give-away or as part of any competition or promotion or other similar activity;

3.1.2. the Accreditation must be worn correctly at all times (with any photo clearly visible – if applicable) and be visible and accessible to be scanned or otherwise checked prior to entry and exit from the Tournament site, and at relevant areas within the Tournament site, at all times;

3.1.3. he/she shall not alter, edit or otherwise amend the Accreditation or make or take any copy of the Accreditation or provide any third party with the Accreditation, any photograph or copy of the Accreditation (whether directly or indirectly by way of social media for example);

3.1.4. he/she shall abide by all instructions, orders and directions given to the Accreditee by the Accreditor or any Tournament official, employee or agent and if the Accreditee is at any time unsure whether to comply with such instruction, order or direction he/she must contact

3.1.5. to the extent permitted by law, the Accreditee grants (free of charge) to the Accreditor and ATP Tour, Inc. (the ATP) the perpetual right to make and use, exhibit and reproduce worldwide at their discretion, the Accreditee's name, voice, biographical material, likeness, image and/or any visual description of the Accreditee made during the Tournament for: (i) promotion and publicity of the Tournament; (ii) information and news in relation to the Tournament; (iii) audio visual coverage and broadcast of the Tournament; and (iv) archive purposes. The Accreditee acknowledges and agrees that such use of his/her name, voice, biographical material, image and/or any visual depiction by the Accreditor or the ATP may be effected by way of any technologies, distribution techniques or media and without compensation;

3.1.6. he/she shall conduct himself/herself and act generally in a manner that will not: (i) bring the Tournament, the ATP (or any of its subsidiaries), the Accreditor or the game of tennis into disrepute; or (ii) otherwise inhibit the enjoyment of any other party in attendance at the Tournament;

#### **Ground Regulations/Access**

3.1.7. he/she shall comply with the Tournament Ground Regulations which can be found at [www.atlantictirechampionships.com](http://www.atlantictirechampionships.com) and as attached as Appendix 1 to this Policy;

3.1.8. he/she shall directly or indirectly access only those areas of the Tournament site specifically allowed by the Accreditation and necessary for the Accreditee to perform activities directly related to the purpose for which the Accreditation as granted;

#### **Players**

3.1.9. he/she shall not film any player anywhere within the Tournament site without having obtained the player's prior written permission, unless the filming is being done for noncommercial purposes and is not for more than :60 seconds;

3.1.10. players and their registered coaches may film a players' practice session within the Tournament site provided that such film may only be used for their own personal use and shall not be used for any commercial purposes.

3.1.11. he/she shall not expressly or impliedly associate any player with any products, services or brands (including, but not limited to, the products, services or brands of the Accreditee's employer);

3.1.12. players' press conferences shall be held in press conference rooms or other designated areas, and only authorized accredited media representatives may access the press conference;

#### **Photographs/Filming (General)**

3.1.13. other than where approved in advance in writing by the Accreditor or as set out in paragraphs 3.1.14.8, 3.1.15 and 3.1.16 below, the Accreditee is strictly forbidden to film, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, video footage, motion picture, film and/or other audio-visual content captured by any means

whatsoever inside the Tournament site (including, without limitation, the competition courts, the practice courts and inside any restricted areas including locker rooms and areas reserved for players) regardless of the means of transmission or media whether now known or in the future (all of such rights, being Broadcast Rights), other than to the extent expressly permitted under this Policy;

3.1.14. subject to paragraphs 3.1.15 and 3.1.16 below, the Accreditee is in particular prohibited from:

3.1.14.1. filming Tournament matches, regardless of the category (e.g. singles, doubles, junior, wheelchair tournament, legends trophy) or courts (including competition courts and practice courts);  
3.1.14.2. undertaking or facilitating live or delayed broadcast coverage (including, by way of example only, live broadcasting/streaming through platforms such as Periscope or Meerkat) from any location within the Tournament site whatsoever; 3.1.14.3. filming or producing studio or stand up footage within the Tournament site, whether by way of live or delayed broadcast; 3.1.14.4. soliciting and/or filming personal interviews of players; 3.1.14.5. selling footage filmed within the Tournament site;  
3.1.14.6. producing a magazine or specific program relating to the Tournament and containing footage filmed at the Tournament; 3.1.14.7. associating himself/herself with any footage filmed within the Tournament site or with the trademarks, logos or distinctive signs of the Tournament and/or the Accreditor; 3.1.14.8. publishing any photographs or footage captured anywhere on the Tournament site during the Tournament for any purpose, except that this shall not prevent the Accreditee from publishing still photographs or video that is less than :60 seconds from the Tournament on his/her personal social media account(s) for solely non-commercial purposes; and/or 3.1.14.9. associating, directly or indirectly, all or part of photographs, footage or other audio-visual content captured within the Tournament site with any brand and/or name, whether commercial or not, especially as a part of a sponsorship;

#### **Official Broadcast Partners**

3.1.15. if the Accreditee is working on behalf of a radio, TV or other media channel, network or platform which has acquired or is otherwise in bona fide possession of legally enforceable Broadcasting Rights to the Tournament (an Official Broadcast Partner), such Accreditee (an Official Broadcast Accreditee) shall be entitled to exercise the Broadcast Rights only to the extent permitted by, and strictly in accordance with, the terms of: (i) the relevant agreement between the owner/licensor of the relevant Broadcast Rights and the Official Broadcast Partner on whose behalf the Accreditee is working; and (ii) any other applicable documentation issued to the Accreditee by the Accreditor from time to time in relation to the exercise of those Broadcast Rights. In the event of any conflict or inconsistency between a term in the documentation referred to in (i) and a term of this Policy or the documentation referred to in (ii), the term in the documentation referred to in (i) shall prevail. Further, any such Accreditee agrees (x) not to onward supply, sublicense or otherwise make any scores or related statistical data from the Tournament available to any third party for use not related to the broadcast, and (y) to restrict their use of such scores and data to use on a contemporaneous basis within the live broadcast of any match, any other uses shall be subject to a delay of at least :30 seconds;

#### **News Agencies**

3.1.16. if the Accreditee is not an Official Broadcast Accreditee but has been granted Accreditation by the Accreditor to in order to provide news, information, data and/or reporting in relation to the Tournament, (any such Accreditee, the Broadcast Rights only to the extent permitted by, and strictly in accordance with, the terms of: (i) the relevant mandatory news access regulations (or similar), if any, prescribed under applicable law in the territory in which the Tournament takes place; and ii) any other

applicable documentation issued to the Accreditee by the Accreditor from time to time in relation to any such news access or reporting. In the event of any conflict or inconsistency between a term in the regulations referred to in (i) and a term of this Policy or the documentation referred to in (ii), the term in the regulations referred to in (i) shall prevail. Further, such Accreditee agrees that he/she will not disseminate, transmit, publish or release from the grounds of the Tournament any live match score or related live statistical data until :30 seconds after the actual occurrence of the incident of match play or action that leads to such live score update (e.g., a point be cored), and that such use shall be solely for news reporting and editorial use;

#### **Assignment of copyright**

3.1.17. if and to the extent that the Accreditee obtains, acquires or exercises any Broadcast Rights other than as expressly permitted pursuant to paragraphs 3.1.15 or 3.1.16 above, the Accreditee hereby assigns all such Broadcasting rights (including all intellectual property rights therein), by way of a present assignment of past, present and future rights, to the Accreditor (or its nominee). The Accreditee shall do and execute all such further acts and things as are reasonably required to give full effect to the assignment referred to in this paragraph 3.1.17. All goodwill arising from the Accreditee's use or exploitation of any such Broadcast Rights shall accrue to the Accreditor (or its nominee);

#### **Tournament Website**

3.1.18. no text, photo and/or audio or video content whatsoever from the Tournament official website ([www.atlantictirechampionships.com](http://www.atlantictirechampionships.com)) or from the Accreditor's or the ATP's official websites shall be reproduced and/or represented, in any manner whatsoever, on any other media without the prior written consent of the Accreditor and/ or the ATP;

#### **Data**

3.1.19. unless approved in advance in writing by the Accreditor or ATP, the Accreditee may not continually collect, disseminate, transmit, publish or release from the rounds of the Tournament any match scores or related statistical data (the Statistical Data), during match play (from the commencement of a match through its conclusion) for any commercial, betting or gambling purpose. In particular he/she shall not use any communication device (including without limitation a mobile telephone, tablet or laptop) to transmit Statistical Data to a third party in connection with the placing of a bet or for any improper, corrupt, fraudulent or otherwise unlawful purpose whatsoever. As between the parties, the Accreditor remains the sole and exclusive owner of the Statistical Data;

#### **Gambling**

3.1.20. he/she shall not engage, whether directly or through an intermediary and regardless of the method (including, without limitation, by way of using online communication techniques) in any form of gambling or betting activity whatsoever including private gambling or between physicato any third party any privileged information within the scope of his or her function and unknown to the public in connection with the Tournament, nor shall the Accreditee communicate to any third party any privileged information acquired within the scope of his or her Accreditation and unknown to the public in connection with the Tournament; and

3.1.21. without prejudice to paragraph 3.1.20 above, he/she shall comply with the terms of the Tennis Anti-Corruption Program (available for download at <http://www.tennisintegrityunit.com/player->

resources).

#### **4. DATA PROTECTION**

4.1. The Accreditor may use the Accreditee's personal details (including his/her photograph) for the purposes of: assessing a request for Accreditation, administration, marketing and/or vetting/security checking. The Accreditor may also disclose the Accreditee's personal details to its service providers and agents for these purposes and to the ATP/other tournament owners where the Accreditor reasonably believes that the Accreditee poses a risk in relation to the security, staging or commercial rights of other tournaments. 4.2. The Accreditor shall comply with applicable laws when processing the Accreditee's personal details as described in paragraph 4.1 above.

#### **5. INDEMNITY AND LIMITATION OF LIABILITY**

5.1. The Accreditee hereby indemnifies and holds harmless the Accreditor and ATP against any direct loss or damage to the Accreditor or ATP or their employees, officers or agents or arising out of any dispute, proceedings, claim suit or other action brought against the Accreditor or ATP or their employees, officers or agents by any third party resulting from or in any way connected with (i) negligence or misconduct of the Accreditee at the Tournament site; or (ii) a breach of this Policy by the Accreditee.

5.2. PROVIDED THAT NOTHING IN THIS POLICY SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY OR THEIR AGENTS OR EMPLOYEES, OR IN RESPECT OF ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, NEITHER THE ACCREDITOR NOR ATP SHALL HAVE ANY LIABILITY TO THE ACCREDITEE EITHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF DUTY) OR OTHERWISE FOR ANY LOSS, DAMAGE OR EXPENSE SUFFERED BY THE ACCREDITEE, HOWSOEVER CAUSED.

#### **6. MISCELLANEOUS**

6.1. The Accreditor nominates Sean Ferreira as the representative (the Tournament Representative) to whom the Accreditee should direct any queries or complaints in connection with his/her Accreditation or the terms of this Policy. 6.2. The Accreditor may alter this Policy at any time in its sole discretion if it reasonably believes that such changes are necessary to protect the legitimate interests of the Accreditor and/or the Tournament, and the Accreditee must comply with the Policy as amended. 6.3. If any paragraph in this Policy is rendered void or unenforceable by any court or authority of competent jurisdiction then all other provisions of this Policy will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.

6.4. The Accreditation and this Policy shall be governed by the laws of North Carolina and the Accreditor and Accreditee agree that the courts of North Carolina shall have exclusive jurisdiction over any dispute (whether contractual or non-contractual) in relation to this Accreditation Policy.