

RX 2013 FIA EUROPEAN RALLYCROSS CHAMPIONSHIP
MEDIA ACCREDITATION TERMS AND CONDITIONS

1. Introduction

These Media Accreditation Terms and Conditions are applicable to the 2013 FIA European Rallycross Championship (“RX 2013”) and are designed to ensure a fair and efficient functioning of the media accreditation process for the RX 2013. IMG UK Ltd (“IMG”) has been appointed as the exclusive commercial rights holder of RX 2013 RX and owns all the commercial rights in relation to the RX 2013.

The Media Accreditation Terms and Conditions, which are issued by IMG, 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. These Media Accreditation Terms and Conditions shall only apply to media representatives who have received Accreditation. The Accreditation process is managed by IMG, RX 2013 on behalf of the FIA.

2. Definitions

“Accreditation”	An individual and non-transferable 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”	The official proof of Accreditation provided to an Accredited Party by and/or on behalf of IMG 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”	An Applicant who is granted Accreditation in accordance with these Media Accreditation Terms and Conditions.
“Applicant”	Any person applying for Accreditation in accordance with these Media Accreditation Terms and Conditions.
“Application”	An individual Application made through the application process put in place by IMG.
“IMG”	means IMG Motorsport, a company registered in England and Wales and having registered office at McCormack House, Burlington Lane, Chiswick W4 2TH.
“Group Application”	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.
“Event”	The RX 2013 event for which this application was made.
Conditions”	The terms and conditions of tickets issued to an Event 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 Regulations”	The policies and regulations (as may be published and/or amended by IMG in its sole discretion from time to time) for the RX 2013 governing NRH media organisations.
“NRH”	A non rights holding media organisation who is not an official media licensee of IMG for RX 2013 RX 2013.
“RHB”	A rights holding broadcaster who is an official media licensee of the RX 2013 or IMG for the Event.

“RX 2013”	2013 FIA European Rallycross Championship
“RX 2013 Accreditation Manager”	The person appointed by IMG to manage the Accreditation process.
“RX 2013 Media Rules”	The media rules (as may be published and/or amended by IMG in its sole discretion from time to time) applicable to the participating unions/team members in RX 2013.
“Venue”	An area under the control of IMG and/or FIA for RX 2013 which requires Accreditation(s) to gain access including, without limitation, the stadium at which RX 2013RX 2013 Events are taking place.

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 IMG’s online accreditation system unless otherwise agreed by IMG. Applications should be fully completed and submitted to IMG by the deadline notified by IMG. Application forms that are incomplete, unclear or late will be rejected.
- 3.3 Neither the RX 2013nor IMG 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 Event. Applicants must also provide a valid identity document (either a passport or driving licence).
- 3.5 By completing the online Application process, Applicants will be required to accept and agree that:
- (a) They have read these Media Accreditation Terms and Conditions, accept and agree to be bound by them and shall comply with them in full; or
 - (b) 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 comply with them in full 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 IMG on behalf of the RX 2013. The approval of Accreditation Applications is the sole responsibility of IMG.
- 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 IMG and the RX 2013 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 RX 2013 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 IMG. 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 Event.

4. Approval Process for Accreditation

4.1 IMG will determine the appropriate Accreditation for the Applicant (if any). IMG reserves the right to turn down any Application in its sole discretion and without providing any reason for doing so. All decisions of IMG are final.

4.2 IMG will endeavour to notify all Applicants about the status of Accreditation application(s) by email.

4.3 IMG reserves 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 Event Venue and when attending all official Accreditation controlled Event media events. An Accreditation Device is personal and strictly non-transferable.

4.6 The Accreditation Device can be collected at a nominated accreditation centre upon presentation of suitable identification (being a Media Accreditation Confirmation letter plus a corroborating passport or driving licence only). Upon collection of an Accreditation Device, the Accredited Party must sign a separate form to confirm receipt of an Accreditation Device and this will also serve to confirm acceptance of these Media Accreditation Terms and Conditions.

4.7 IMG reserves 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 directly via the official accreditation channel 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 incorporated herein; and/or
- (v) The Accredited Party is in breach of the applicable News Access Regulations.

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 IMG or RX 2013 Official.

4.8 In the event that an Accreditation Device is lost or stolen, IMG shall in its sole discretion decide whether a new Accreditation Device will and/or is to be issued and IMG 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 the Accreditation centre as soon as possible but no later than twenty-four (24) hours after its detection.

4.10 If an Accredited Party is to be replaced by another person, pre-Event or during the Event the individual media representative to be replaced or a nominated senior representative of the media organisation must submit a request in writing to IMG Marketing and Communications Manager. 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 replacement Applicant. If an Accreditation Device has already been issued it must be returned to IMG at an official Accreditation centre. IMG reserves 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. An Accreditation Device must be clearly displayed at all times and the Accredited Party must comply with the venue regulations.
- 5.2 The Accredited Party must follow the directions of the persons duly authorised to give such directions 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.
- 5.3 Each Accredited Party acknowledges that they shall move in and around a Venue at their own risk. Neither IMG or the RX 2013, or their servants or agents shall be liable for any loss, injury or damage howsoever caused to the Accredited Party (or his/her principal or employer) save for death, personal injury or damage caused by the negligence of the servants or agents of IMG or the RX 2013..
- 5.4 The Accredited Party and his/her principal or employer shall jointly and severally indemnify and hold harmless IMG and the RX 2013 against any loss (including consequential loss) or damage to IMG or the RX 2013 or either of its employees, officers, and agents, resulting from a breach of these Media Accreditation Terms and Conditions by the Accredited Party.
- 5.5 Access to a Venue will be refused to any person (or such person may be required to leave a Venue) 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 and/or whilst in any Venue engage in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including without limitation, onto the track), 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. Access will be refused to any person whose appearance or behaviour negatively affects the public standing of the Event (or such person may be required to leave a Venue). Admission will be refused to any person who attempts to bring any prohibited item into a Venue.
- 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 IMG, 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 IMG. Any such items may be removed, confiscated and/or destroyed at the discretion of any authorised person.
- 5.7 Due to the variety of locations of Rallycross tracks, and the distance of some venues from major towns, it is not possible to guarantee high-speed internet access to all media applicants. Because of this, we strongly urge all applicants to consider acquiring a form of mobile internet access that will satisfy their own requirements.
- 5.8 Each and every Accreditation Device remains the property of IMG. In the event of a breach of any of the Media Accreditation Terms and Conditions, News Access Regulations, or the Accreditation may be suspended, withdrawn and/or cancelled by IMG (at its sole discretion) subject only to section 7 below.
- 5.9 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 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 Event 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)

6.2 Authorised licensees of IMG or the RX 2013 and News Access Regulations:

Only RHBs (licensed by IMG or the RX 2013) may make sound and/or broadcast image recordings inside the Event Venue on an Event day. Such RHBs should refer to the terms specified in their agreements with IMG and other applicable documentation issued to them by IMG in relation to the use of sound and broadcast image recordings of the Event. To the extent that these Media Accreditation Terms and Conditions are inconsistent with such agreements, the terms of their agreement with IMG shall prevail.

NRH broadcasters and audio-visual news gatherers (whether television, radio, new media) shall also comply with the News Access Regulations specified by IMG.

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 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 Event 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 Event day 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 or refreshed images 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 and digital media (such media having been disclosed at the time of Application). It should be noted that any online/web based Event 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 Event, shall be for news reporting purposes only and shall not be described as a "Live Event 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 Event 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 RX 2013 Event without limitation as to time. An Accredited Party 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 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 Event or the RX 2013 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 RX 2013 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.

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 in relation to any use of images published. Any proposed commercial use of Event photography by an Accredited Party who is a photographer and/or his principal is subject to the prior written approval of IMG. Photographers may sell to individuals (but not photo libraries without the prior written consent of IMG) for personal, non-commercial use without the prior written approval of IMG 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 to third parties, strictly for editorial use by the third party (and excluding for the avoidance of doubt any audio-visual use) 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 IMG 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 IMG is unable to obtain material from its contracted agencies, IMG 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 IMG'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 IMG 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 IMG, 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 IMG and the photographic agency with a written undertaking (the form of undertaking to be provided by IMG) 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 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 IMG pursuant to applicable law.

6.7 Multi-platform media:

Accredited Parties are accredited for the purpose/role stated in their Application only and must seek prior written approval from IMG 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 of IMG. Any audio broadcasting within a Venue is subject to the News Access Regulations for Radio.

6.8 Other considerations:

Each Accredited Party and/or principal shall make available to IMG, 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 shall be subject to the venue regulations and shall not (without limitation) bring into a Venue any of the following items: controlled containers, bottles, cans, weapons, flares, sharp objects, or other items designated as prohibited by or on behalf of IMG or the RX 2013. If an Accredited Party fails to comply with the venue regulations, they may be refused access to or be removed from the Venue. The Accredited Party may be searched and/or may not be permitted to bring any prohibited items and/or non-approved equipment into a Venue. 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 IMG and/or damage, prejudice, undermine or devalue the commercial programme of the Event and/or which may assist ambush marketing of the Event to take place.

6.9 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.

6.10 An Accredited Party must not use, position or promote of any editorial, audio/visual footage or imagery relating to the Event that may be deemed by IMG, to wrongly associate the Accredited Party and/or the principal or its advertisers/sponsors with the Event, its programming, IMG, the RX 2013 or the commercial partners of IMG or the RX 2013.

6.11 An Accredited Party must not use or present any editorial, audio/visual footage or imagery relating to the Event in a manner which does or in relation to audio-visual news programming has the potential to devalue the valid commercial interests of the Event, the RX 2013, IMG or its commercial partners.

6.12 An Accredited Party must not infringe, or facilitate the dilution or infringement of the rights of any third party officially associated with the Event 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 Event.

7. Breach of Terms and Conditions

7.1 Any breach or suspected breach of the Media Accreditation Terms and Conditions and/or News Access Regulations capable of remedy (in IMG's sole discretion) will be raised by IMG 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 / Rules by an Accredited Party, IMG will be entitled to immediately suspend, remove or cancel that party's Accreditation. IMG 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, IMG 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 IMG 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 Regulations, and a breach or consistent breaches of said Terms and Conditions / Rules have been identified, IMG reserves the right to immediately suspend, remove or cancel any Accreditation Device and/or unilaterally revoke the Accreditation of any Accredited Party.

7.3 IMG reserves 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 IMG reserves the rights (without providing reasons for doing so) to make amendments to these Media Accreditation Terms and Conditions. Any such updated versions shall be notified to Accredited Parties by IMG 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 non-exclusive jurisdiction of the English courts.

