

FIFA Women's World Cup Australia & New Zealand 2023™

FIFA Fan Festival™

Hamilton / Kirikiriroa

ACCREDITATION TERMS AND CONDITIONS

1. Purpose and Scope

The following Accreditation T&C are designed to ensure a correct and efficient functioning of the Accreditation process relating to the FIFA Women's World Cup Australia & New Zealand 2023™ FIFA Fan Festival™ in Hamilton / Kirikiriroa All Accreditations are subject to these Accreditation T&C.

2. Definitions

Accreditation	An individual and non-transferable right of access to one or more Zone(s) at a Site of the Event for a specified period, in accordance with the function(s) to be performed by the Accredited Party at the Event.
Accreditation Centre	Any centre established by the Host City at the Sites for issuing approved Accreditation Devices.
Accreditation Device	The accreditation pass issued by the Host City which confirms that the Accredited Party has been granted Accreditation.
Accreditation Liaison Officer	A person responsible for the Accreditation of a group of persons within an organisation/company, who submits Accreditation requests for the entire group.
Accreditation T&C	The terms and conditions set out herein.
Accredited Party	Any person granted Accreditation by the Host City.
Applicable Data Protection Laws	Any applicable laws with respect to any Personal Data to which the Host City is subject.
Applicant	Any person wishing to receive an Accreditation and for whom an Accreditation request is made with the Host City, either by such person directly or by an Accreditation Liaison Officer.
Application Form	The official form to be completed and submitted pursuant to these Accreditation T&C in order to be considered for Accreditation.
Appointed Approver	A person appointed by the Host City to manage all requests for Accreditation for the Constituent Group for which they are responsible.
Broadcaster Information Centre	The dedicated extranet website made available to Media Rights Licensees, providing them with information in relation to the Event.
Competition	The FIFA Women's World Cup Australia & New Zealand 2023™, to be held in Australia and New Zealand from 20 July to 20 August 2023, including all Matches, functions, ceremonies (if any) and activities connected therewith.

Constituent Group	Persons belonging to an Accreditation category or subcategory.
Event	The FIFA Fan Festival™, scheduled to take place in Hamilton / Kirikiriroa from 20 th July 2023 to 23 rd July 2023.
FIFA	Fédération Internationale de Football Association (FIFA), a Swiss association with registered address at FIFA-Strasse 20, P.O. Box, 8044 Zurich, Switzerland.
Host City	The city of Hamilton / Kirikiriroa, New Zealand ¹ which is, among other things, responsible for organising, hosting and staging the Event.
Host Country	The territory of New Zealand.
Identification Document	A valid international passport or other personal identification document that is valid in the Host Country.
Local FIFA Subsidiary	The local subsidiary established by FIFA in Australia and New Zealand which is responsible, among other things, for the organisation, hosting and staging of the Competition, namely FWWC2023 Pty Ltd, an ASIC Company ABN 74 650 853 302 with offices at Level 9, 1 Shelley Street Barangaroo, which is also registered in NZ with company number 8195141 and offices at Level 13, 45 Queen Street, Auckland, 1010, New Zealand.
Match	Any official football match to be played as part of the Competition including extra time (if any) and penalty shoot-outs (if any).
Matchday	The day on which any Match takes place.
Media Representative	Any member of the press, photographers, internet editors, broadcasters and other media entities as determined by FIFA (other than Media Rights Licensees).
Media Rights Licensees	Those broadcasters and other media entities to which FIFA has granted certain media rights to transmit the Matches, and/or the ceremonies of the Competition, and/or the Event (or parts thereof).
Permitted Publications	(i) Wire services, printed newspapers, magazines and their supplements; and (ii) digital publications comparable to newspapers, magazines and their supplements (e.g. online newspapers or online magazines made available by way of websites, mobile sites, apps or social media), but excluding any related stand-alone digital products or services (such as update, alert, push and short-message services), whether provided to consumers directly or via operators or other intermediaries such as social media platforms.
Personal Data	Any information identifying an Applicant and in particular the personal data which is submitted in and via the Application Form.
Site	Any area under the control of the Host City for the Event which requires an Accreditation Device to gain access.
Zone	A predefined space/area within a Site where access is limited to those holding the applicable Accreditation.

3. Applying for Accreditation

- 3.1. Application Forms can be submitted either by the Applicant directly or by an Accreditation Liaison Officer submitting Application Forms on behalf of various Applicants. Accreditation must be requested strictly in accordance with the functions to be performed by the relevant Applicant during the Event.
- 3.2. Unless otherwise determined by the Host City, Application Forms must be submitted via the internet (through such link made available, or such channels as determined, by the Host City). Only Application Forms that are fully completed and submitted to the Host City by the established deadline will be processed. Application Forms that are incomplete, unclear or late will be rejected.
- 3.3. By completing the Application Form, Applicants warrant and declare that
 - (i) they have read and understood these Accreditation T&C;
 - (ii) they are fully aware of the rights and obligations arising therefrom;
 - (iii) they accept and agree to comply with these Accreditation T&C;
 - (iv) they accept and agree to comply with all Covid-19 related requirements of the Host City and the Host Country; and
 - (v) they grant the Host City their consent to their Personal Data being processed as set out in Clause 11 of these Accreditation T&C.
- 3.4. Accreditation Liaison Officers additionally warrant and declare that
 - (i) they have provided these Accreditation T&C to all Applicants for whom they are submitting Accreditation applications;
 - (ii) all such Applicants have read and accepted these Accreditation T&C; and
 - (iii) they will ensure that all such Applicants comply with these Accreditation T&C.
- 3.5. Neither the Host City nor FIFA (or the Local FIFA Subsidiary) is liable for the incorrect entry of information by the Applicant or the Accreditation Liaison Officer, as the case may be, technical malfunctions of the internet, or any failure of computer hardware or software.
- 3.6. The right of Accreditation is subject to an Applicant having read and agreed to, and at all times complying with, the Venue Policies]” applicable to Accredited Parties for the Event, which forms an integral part of the application process and shall remain available to Accredited Parties upon request.
- 3.7. Neither an Accreditation Device nor the right of Accreditation granted by the Host City constitutes a travel visa or any other authorisation to travel to or work in the Host Country. It is the sole responsibility of the Applicant to ensure that they have obtained all applicable authorisations required by local laws to travel to the Host Country and perform the functions for which they have been or seek to be granted Accreditation. The Host City, FIFA and the Local FIFA Subsidiary accept no liability for any failure or delay by the Applicant in obtaining any such authorisations.

4. Process for Granting Accreditation

- 4.1. Accreditation applications will be subject to a screening process, based on which the Host City will determine the appropriate Accreditation in each case (if any). The Host City reserves the right to turn down any application at any time. Decisions made by the Host City have binding force. The Host City’s decision is final and Applicants are not permitted to resubmit an application for an Accreditation that has been rejected.
- 4.2. The Host City reserves the right to amend or limit an Accreditation and will notify the Accredited Party accordingly.
- 4.3. The Accredited Party will be provided with one Accreditation Device. The Accreditation Device can be collected upon presentation of the Identification Document stated on the Application Form. Upon collection of the Accreditation Device, the Accredited Party (or the Accreditation Liaison Officer or other authorised representative acting on behalf of the Accredited Party) must sign a separate form to confirm (i) the receipt of the Accreditation Device, (ii) the Accredited Party’s acceptance of and compliance with these Accreditation T&C, (iii) any warranties and indemnities given under these Accreditation T&C, and

(iv) the Accredited Party's acknowledgement that their Personal Data is being processed as set out in Clause 11 of these Accreditation T&C. All Accreditation Devices remain at all times the property of the Host City.

- 4.4. The Host City reserves the right to unilaterally revoke the Accreditation of any Accredited Party at any time. The Accreditation will be revoked in any case if it appears that (i) any changes have been made to the Accreditation Device (unless made by representatives of the Host City), (ii) the Accreditation Device was not obtained following the official application process, and/or (iii) the Accredited Party does not comply with these Accreditation T&C. The Host City additionally reserves the right to unilaterally revoke the Accreditation of any Accredited Party at any time in the event that the circumstances which qualified the Accredited Party to obtain Accreditation are no longer applicable (including, without limitation, if the Applicant does not comply with local laws/regulations or does not successfully pass the security/background checks carried out by the local authorities). Revocation of Accreditation renders the Accreditation Device invalid, which means that the Accredited Party's right to access Sites will be denied and the Accredited Party must return the Accreditation Device to the Host City immediately.
- 4.5. In the event that the Accreditation Device is lost or stolen, the Host City shall decide whether a new Accreditation Device is to be issued. This requires the Accredited Party to adhere to the following procedure:

In the event of theft:

- Any theft must be reported to the Host City authorised representative immediately;
- Any theft must also be reported to the police within 24 hours of its detection.; and
- The issued theft notification/report must be presented at an Accreditation Centre.

In the event of loss:

- Loss of any Accreditation Device must be reported to an Accreditation Centre within 24 hours of its detection.

In case of theft or loss, the Host City is not obliged to issue a new Accreditation Device.

- 4.6. If an Accredited Party is to be replaced by another person, the Accredited Party or the Accreditation Liaison Officer responsible for such Accredited Party must submit a written request to the respective Appointed Approver. The request must clearly state the reason for the substitution. It must also specify all the information of the current Accredited Party, including the registration number of the Accreditation applied for and the relevant details of the substitute Applicant. Where an Accreditation Device has already been handed out to the current Accredited Party, such Accreditation Device must be returned to an Accreditation Centre or the respective Appointed Approver. The new Accreditation Device will not be issued to the substitute Applicant until such current Accreditation Device has been returned. The Host City reserves the right, at its sole discretion, to refuse the proposed substitution for any reason whatsoever, or to limit the scope of the Accreditation granted to the substitute Applicant in any manner whatsoever.
- 4.7. For the avoidance of doubt, the Event's Accreditation processes are solely managed by the Host City. Notwithstanding anything to the contrary in these Accreditation T&C, neither FIFA nor the Local FIFA Subsidiary shall be liable to the Accredited Party in respect of any Event- and/or Accreditation-related matters.

5. Using the Accreditation

- 5.1. The Accreditation Device is personal and non-transferable and may not be commercialised. Accredited Parties may not sell or otherwise transfer their Accreditation or use their Accreditation jointly with third parties. Accredited Parties are strictly prohibited from photographing, posting and/or sharing images of their Accreditation Device online or via social media, or knowingly permitting any third party to do the same.
- 5.2. Accredited Parties must use the Accreditation Device solely to fulfil the functions that are to be performed by them during the Event and for which such Accreditation Device has been issued. Each

Accredited Party is permitted access to Sites and Zones only for the duration indicated on the respective Accreditation Device.

- 5.3. Access to a Site and/or Zone shall only be granted upon presentation of a valid Accreditation Device and, upon request by the security staff, a valid Identification Document. The Accredited Party present at the Site and/or Zone must display the Accreditation Device clearly at all times and always carry a valid Identification Document.
- 5.4. ALL ACCREDITED PARTIES ACKNOWLEDGE THAT THEY SHALL MOVE IN AND AROUND A SITE AT THEIR OWN RISK. ALL ACCREDITED PARTIES ALSO ACKNOWLEDGE AND ACCEPT THAT BY ENTERING ANY SITE, THERE MAY BE AN INCREASED RISK OF EXPOSURE TO COVID-19 AND/OR OTHER INFECTIOUS DISEASES. IN THE EVENT OF THE OCCURRENCE OF AN INCIDENT WHICH CAUSES DAMAGE OR LOSS INVOLVING (I) INJURY CAUSING DEATH, (II) BODILY INJURY, OR (III) PERMANENT DAMAGE TO HEALTH, THE HOST CITY, FIFA AND/OR THE LOCAL FIFA SUBSIDIARY SHALL ONLY BE LIABLE IF ANY OF THEIR AUTHORISED REPRESENTATIVES OR AGENTS CAUSED SUCH DAMAGE OR LOSS THROUGH THEIR NEGLIGENCE OR WILFUL INTENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IN RESPECT OF ALL OTHER INCIDENTS CAUSING OTHER DAMAGE OR LOSS, THE HOST CITY, FIFA AND/OR THE LOCAL FIFA SUBSIDIARY SHALL ONLY BE LIABLE FOR DAMAGE AND/OR LOSS SUFFERED BY THE ACCREDITED PARTY IF SUCH DAMAGE AND/OR LOSS HAS BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILFUL INTENT OF THE HOST CITY'S, FIFA'S OR THE LOCAL FIFA SUBSIDIARY'S AUTHORISED REPRESENTATIVES OR AGENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL THE HOST CITY, FIFA OR THE LOCAL FIFA SUBSIDIARY BE LIABLE FOR (I) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND OR (II) ILLNESS, DEATH OR INJURY THAT IS CONTRIBUTED TO BY THE ACCREDITED PARTY'S OWN NEGLIGENCE.
- 5.5. Access to a Site will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or deemed likely to behave violently, harmfully or in a manner contrary to public order. Furthermore, access will be refused to any person whose appearance or behaviour is deemed likely to negatively affect the public standing of the Host City, FIFA, the Local FIFA Subsidiary, the Competition or the Event.
- 5.6. All persons at a Site are strictly prohibited from using, displaying or possessing with the intent to display promotional or commercial, political, religious, offensive or discriminatory objects and materials, as well as from offering to sell, selling or possessing with intent to sell goods such as drinks, food, tobacco/vaping products, souvenirs, clothes, promotional and/or commercial items unless approved in advance by the Host City in writing.

6. Safety and Security Provisions

- 6.1. Accredited Parties must, at all times in and around a Site, comply with the safety and security provisions of the present Clause and with any instructions given by the stewards, security personnel and any other person duly authorised to give such instructions at a Site acting at their absolute discretion.
- 6.2. IN ORDER TO ATTEMPT TO REDUCE THE SPREAD OF OR THE RISK OF CONTRACTING CERTAIN INFECTIOUS DISEASES, SUCH AS COVID-19, THE HOST CITY MAY ADOPT RULES AND PROTOCOLS APPLICABLE TO ANY SITE WHICH ACCREDITED PARTIES AGREE TO ABIDE BY AT ALL TIMES. DUE TO THE EVOLVING UNDERSTANDING ABOUT APPROPRIATE AND EFFECTIVE METHODS TO REDUCE THE RISK OF SPREADING OR CONTRACTING CERTAIN INFECTIOUS DISEASES, INCLUDING COVID-19, SUCH RULES AND PROTOCOLS MAY BE PROVIDED TO ACCREDITED PARTIES AT ANY TIME AND REMAIN SUBJECT TO CHANGE. ANY NON-COMPLIANCE WITH SUCH RULES AND PROTOCOLS MAY RESULT IN AN ACCREDITED PARTY BEING REMOVED FROM A SITE AND THEIR ACCREDITATION DEVICE BEING CONFISCATED. BY ENTERING ANY SITE, EACH ACCREDITED PARTY VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.
- 6.3. Each Accredited Party is obliged to (i) present a valid Accreditation Device and/or Identification Document upon demand, (ii) submit to body searches and searches of any bags or other containers which the Accredited Party is seeking to bring and/or has brought into the Site(s), and (iii) consent to the confiscation of prohibited items and abide by the applicable Site regulations and/or code of conduct (if

any) at all times. Accredited Parties shall be obliged, upon request, to give an explanation as to how, from whom and from where their Accreditation Devices were obtained.

6.4. The following is a non-exhaustive, indicative list of items which Accredited Parties are forbidden to use or bring into a Site unless otherwise authorised by the Host City:

- weapons of any kind;
- anything that could be used as a weapon or to cut, thrust or stab, or as a projectile, in particular long umbrellas and other unwieldy implements;
- hard cooler boxes (branded or unbranded); as well as bottles, cups, jugs or cans made of glass and/or that display any prominent branding other than branding of FIFA, the FIFA Women's World Cup Australia & New Zealand 2023™, the Event or approved FIFA commercial affiliates;
- fireworks, flares, smoke powder, smoke canisters, smoke bombs or other pyrotechnics;
- alcoholic beverages of any kind, narcotics or stimulants;
- discriminatory materials of any kind against a country, person or group based on race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, birth, wealth or any other status, sexual orientation or any other grounds, including but not limited to banners, signs, symbols and leaflets, objects or clothing, which could impair the enjoyment of the Event by others or detract from the sporting focus of the Event;
- flagpoles or banner poles of any kind;
- banners or flags of any kind larger than 1.5m x 2m;
- any type of animal, except for assistance dogs, provided that they are not prohibited under local laws. Assistance dogs shall only be permitted if they are accompanying a disabled Accredited Party. In such cases, the Accredited Party intending to bring and use an assistance dog may be required to present such official documentation or notarised copies thereof which (i) provide(s) proof of their disability justifying the need for an assistance dog, and (ii) evidence(s) the qualification of the dog as an assistance dog, within the parameters established by applicable rules;
- any promotional or commercial materials, including but not limited to signs, symbols and leaflets, or any kind of promotional or commercial objects, material and clothing;
- gas spray cans, corrosive, flammable substances, dyes or receptacles containing substances which are harmful to health or are highly flammable;
- large quantities of paper and/or rolls of paper;
- mechanically or manually operated instruments which produce an excessive volume of noise such as megaphones, hooters or gas-powered horns;
- drones and similar types of flying and recording devices;
- laser pointers;
- cameras or any other sound or video recording equipment, except (i) for private use and then only with one set of replacement or rechargeable batteries, or (ii) to the extent the use of such devices by accredited Media Rights Licensees or Media Representatives is permitted under Clause 8 below; and/or
- other objects which could compromise public safety and/or harm the reputation of the Event, the Competition, the Host City, FIFA, the Local FIFA Subsidiary as assessed at the sole discretion of the Host City, FIFA and/or the Local FIFA Subsidiary.

All decisions regarding any items carried by any Accredited Party at a Site shall be at the absolute discretion of the stewards, security personnel, and/or any other duly authorised persons.

6.5. All Accredited Parties shall, at all times during their stay at a Site, conduct themselves in a manner so as not to offend, discriminate against, endanger the safety of, or unnecessarily hinder or harass other Accredited Parties and/or any other person.

6.6. All access stairways (if any) and emergency exits must be kept clear at all times.

6.7. All Accredited Parties are requested not to drop litter, packaging or empty containers, but to dispose of such items in the appropriate litter bins.

- 6.8. In accordance with the FIFA Event Policy on Tobacco, smoking (including vaping) is only permitted in outdoor designated smoking areas (if they are made available) as determined by the Host City and local laws.
- 6.9. Unless otherwise authorised by the Host City, Accredited Parties shall not:
- enter any area, whether before, during or after the Event, for which access has not been granted as indicated on their respective Accreditation Device;
 - stand on seats in the spectator areas or unreasonably obstruct the view of others;
 - throw objects or liquids of any kind, particularly in the direction of another person or in the direction of the area around the stage or the stage itself;
 - start a fire, or let off or launch fireworks, flares, smoke powder, smoke bombs or other pyrotechnics;
 - engage in conduct which expresses discriminatory views of any kind against a country, person or group based on race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, birth, wealth or any other status, sexual orientation or any other grounds, which could impair the enjoyment of the Event by others, or detract from the sporting focus of the Event;
 - act in a way which may be interpreted by others as provocative, threatening, discriminatory or offensive;
 - offer for sale or sell goods or tickets, distribute printed material or make collections;
 - create any threat to the life or safety of oneself or others, or harm anyone else in any way whatsoever;
 - cause damage to anyone or anything;
 - climb on or over structures and installations not intended for general use, particularly facades, fences, walls, barriers, lighting masts, camera platforms, trees, masts of any other kind and roofing;
 - restrict or impede circulation, footpaths and roadways, entrances and exits to visitor areas and emergency exits, or obstruct or interfere with zones open to traffic;
 - facilitate or attempt to facilitate the access to a Site or Zone by a person who does not hold an Accreditation Device or a valid ticket for such Site or Zone;
 - write or paint on or affix anything to structural elements, installations or pathways;
 - relieve themselves anywhere other than in the toilets, or litter a Site by discarding objects such as rubbish, packaging, empty containers, etc.; and/or
 - engage in other activities which could compromise public safety and/or harm the reputation of the Event, the Competition, the Host City, FIFA or the Local FIFA Subsidiary as assessed at the sole discretion of the Host City and/or any other duly authorised persons.
- 6.10. In addition, all Accredited Parties undertake to comply with the relevant Venue Policies” and other Site regulations, policies and procedures for the Event, which can be requested from the Host City. The Host City shall have sole discretion in resolving any inconsistency between such other regulations, policies and procedures and these Accreditation T&C.

7. Image Release

Any Accredited Party attending a Site agrees that the Event is a public event and thus unconditionally agrees (to the extent permitted by applicable laws) that use may be made in perpetuity, for commercial purposes or otherwise, free of charge or any compensation, of their name, voice, image, photograph or likeness and other biographical details by means of live or recorded audio/video display, broadcast, streaming, uploading, posting or other transmission or recording, photographs or any other current and/or future media technologies (now known or hereinafter invented and/or devised) and irrevocably consents to the use of such name, voice, image, photograph or likeness by the Host City, FIFA, the Local FIFA Subsidiary or third parties authorised by the Host City and/or FIFA or the Local FIFA Subsidiary to use such media. Each Accredited Party waives in advance all rights and actions seeking to oppose such use, subject to applicable laws.

8. Sound, Image and Data Recordings

8.1. General Prohibition

- 8.1.1 Except for photographic images for private and non-commercial use only, each Accredited Party is prohibited from recording (by means of any device, including but not limited to mobile telephones/smartphones) and/or transmitting (over any medium, including but not limited to radio, television, the internet and mobile transmission media) any sound (including commentary) and/or image (whether moving or still) of the Site(s), attendees or any activity at the Event, including of any musical/theatrical performances and any Match transmissions made for public viewing reception at the Event (e.g. on the screens), in whole or in part, or from assisting any other person or entity in conducting such activities.
- 8.1.2 Except for private and non-commercial use only, or except to the extent strictly required in order to fulfil the functions that are to be performed during the Event and for which the Accreditation Device has been issued, each Accredited Party is strictly prohibited from recording (by means of any device, including but not limited to mobile telephones/smartphones) and/or transmitting (over any medium, including but not limited to radio, television, the internet and mobile transmission media), any description, result and/or statistics of the Event, in whole or in part, or from assisting any other person or entity in conducting such activities.
- 8.1.3 For the avoidance of doubt, nothing in these Accreditation T&C is intended to be, or shall be interpreted as, restricting or undermining the editorial independence or freedom to report and comment of Accredited Parties.

8.2. Media Representatives

8.2.1 Printed, Non-Electronic Permitted Publications

Notwithstanding the general prohibition in Clause 8.1 above, Media Representatives who are designated photographic journalists may record and/or transmit still photographic images for publication in printed, hard-copy non-electronic Permitted Publications, provided that:

- (i) images are published for editorial news reporting purposes only;
- (ii) images are not used in commercial association with the names, marks, symbols or logos of any commercial entity; and
- (iii) no alteration or manipulation is made to or of any published image, which (a) intentionally obscures or removes a sponsor identification image, or (b) adds or overlays onto the image the commercial identification of any third party which is not officially associated with the Event. Except as prohibited by the foregoing, the images may be manipulated by, for example, cropping, overlaying (including with copyright or photographer credits), bleeding and obscuring parts of the image.

8.2.2 Digital Permitted Publications

Notwithstanding the general prohibition in Clause 8.1 above, Media Representatives who are designated photographic journalists may record and/or transmit still photographic images for publication on or in digital Permitted Publications, provided that:

- (i) they appear as still images (and are not used in a manner to emulate video, e.g. GIFs of images from the same scene);
- (ii) images are published for editorial news reporting purposes only;
- (iii) images are not used in commercial association with the names, marks, symbols or logos of any commercial entity; and
- (iv) no alteration is made to, and no text or image is superimposed over, any published image which (a) intentionally obscures or removes a sponsor identification image, or (b) adds or overlays the commercial identification of any third party which is not officially associated with the Event. Except as prohibited by the foregoing, the images may be manipulated by, for example, cropping, overlaying (including with copyright or photographer credits), bleeding and obscuring parts of the image.

For the avoidance of doubt, such images may not be exploited in any manner other than for inclusion in digital Permitted Publications, whether directly to consumers or via operators or other intermediaries, such as, without limitation, via mobile alert services, downloads to mobile devices or MMS messaging.

8.2.3 Photographic Agencies

The provisions of Clauses 8.2.1 and 8.2.2 shall apply to any Media Representative Accredited Party:

- (i) which is engaged in the business of distribution (including without limitation the sale and/or syndication) of photographic images (each a “**Photographic Agency**”); or
- (ii) which supplies images to any Photographic Agency.

To this end, all Photographic Agencies must, when distributing photographic images taken under these Accreditation T&C, clearly bring to the attention of their subscribers the terms of this Clause 8.2, and in particular Clauses 8.2.1 and 8.2.2 above, prior to their subscribers being allowed access to their images and must require their subscribers to accept and fully comply with the provisions of this Clause 8.2 as a condition of accessing the Photographic Agency’s images taken under these Accreditation T&C. All Photographic Agency images taken under these Accreditation T&C must be accompanied by the appropriate advisory indicating the restrictions on the use of images contained in these Accreditation T&C.

In the event that the Host City notifies a Photographic Agency that any of its subscribers to images taken under these Accreditation T&C has failed to comply with the provisions of this Clause 8.2, the Photographic Agency will be required to notify the relevant subscriber of its infringing activity and shall require the subscriber to provide the Host City with a written undertaking (such undertaking to be received by the Host City no more than 24 hours after receipt of the original infringement notification by the Photographic Agency), pursuant to which the relevant subscriber agrees to adhere to the provisions of these Accreditation T&C. In the event of any failure by any such subscriber to provide the appropriate written undertaking, the Photographic Agency will be required to immediately cease the delivery of images from the Site(s) to the subscriber (whether directly or indirectly). Any continuing non-compliance by the relevant subscriber may result in legal action being taken against the subscriber.

8.2.4 Non-Rights Holding Broadcasters, News Channels, News Agencies and Video Journalists

Notwithstanding the general prohibition in Clause 8.1 above, a limited number of non-rights holding broadcasters, news channels, news agencies and video journalists may be permitted to record and/or transmit sound and/or moving images at specific locations within a Site, if and strictly limited to the extent expressly authorised by FIFA, it being understood that FIFA remains free to revoke such authorisation at any time. The non-rights holding broadcasters (including video journalists, news channels, news agencies and/or agencies working on behalf of Commercial Affiliates) are prohibited from recording, transmitting and/or publishing any sound (including commentary) and/or image from any Match transmission made for public viewing or reception at the Event (e.g. on the screens) and/or from any musical/theatrical performances.

8.2.5 Secure Transmission

Any and all transmissions of images permitted under this Clause 8.2 shall be made on a securely encrypted basis only, so as to prevent unauthorised access, receiving and/or viewing.

8.2.6 Use of Official Marks

Media Representatives may only use trademarks, logos, emblems and marks associated with the Event in accordance with the guidelines issued by FIFA, unless otherwise expressly permitted in writing by FIFA and, notwithstanding the foregoing, for editorial news reporting purposes only. Media Representatives shall not engage (either by themselves or with any third party) in any marketing, promotional or any other activities associated with the Event which could result in themselves, or any third party or third

party's products, being associated with the Event, without the prior written approval of FIFA. Further, Media Representatives shall not use any Permitted Publications, in which images are published in accordance with the provisions of this Clause 8.2, in any manner which could result in themselves, or any third party or third party's products, being associated with the Event, without the prior written approval of FIFA.

8.3. Media Rights Licensees

Notwithstanding the general prohibition in Clause 8.1 above, the representatives of authorised Media Rights Licensees may conduct the activities prohibited under such Clause 8.1 above strictly limited to the extent expressly permitted in their agreements with FIFA and other applicable documentation issued from time to time by FIFA with respect to the terms and conditions applying to the use of sound and images from the Event.

8.4. Image Rights

Nothing in these Accreditation T&C grants any right or consent on behalf of any person appearing in any image taken by Accredited Parties at the Site(s) where such activity is permitted under this Clause 8, and Accredited Parties are responsible for determining whether they require any such rights and consents from any such persons and for obtaining any such rights and consents.

8.5. Third Party Rights

The Accredited Party shall be solely responsible, as its own cost and expenses, for obtaining any and all relevant rights clearances, permits and consents of any nature whatsoever (including, without limitation, those related to: (i) image rights: (ii) copyrights in any music or image performed, played and/or displayed at the Event; and (iii) any performer's rights regarding any performance at the Event (in respect of its recording, transmission and/or publication of any sound and/or image (whether moving or still) on the Event.

8.6. Assignment of Intellectual Property

All copyright, database rights and any other intellectual property rights in any recording and/or transmission that is not expressly permitted under these Accreditation T&C are assigned (by way of present assignment of future rights) to FIFA. Any such person to whom these Accreditation T&C apply shall (if and whenever required to do so by FIFA) promptly execute all instruments and do all things necessary to vest the right, title and interest in such rights to FIFA absolutely and free of all encumbrances and other charges.

9. **Consequences of a Breach of these Accreditation T&C**

- 9.1. Any Accredited Party whose actions are inconsistent with, or whose Accreditation Device has not been obtained in accordance with, these Accreditation T&C, will be refused entry to any Site and/or Zone or will be expelled from any Site and/or Zone which they have accessed for the Event, and the relevant Accreditation Device will be confiscated.
- 9.2. Where the Host City has reasonable grounds to believe that an Accredited Party has not complied with these Accreditation T&C, the Accreditation Device of such Accredited Party will be confiscated and rendered invalid.
- 9.3. It is not possible to reapply for Accreditation once it has been withdrawn.
- 9.4. The Host City, FIFA and the Local FIFA Subsidiary reserve the right to pursue other legal remedies against any such Accredited Party at its/their sole discretion. The Host City, FIFA and the Local FIFA Subsidiary reserve all other rights against the Accredited Party.

9.5. Without prejudice to the provisions of Clause 9.4 above and to the extent permitted under applicable law, the Host City, FIFA and the Local FIFA Subsidiary reserve the right to impose a reasonable financial penalty on any Accredited Party in respect of any breach of these Accreditation T&C.

10. Indemnification

ACCREDITED PARTIES ARE RESPONSIBLE FOR THE USE OF ALL ACCREDITATION DEVICES ALLOCATED TO THEM AND SHALL INDEMNIFY AND HOLD THE HOST CITY, FIFA AND THE LOCAL FIFA SUBSIDIARY HARMLESS FROM AND AGAINST ALL DAMAGES AND LIABILITIES SUFFERED OR INCURRED IN CONNECTION WITH THE ALLOCATED ACCREDITATION DEVICES OR ARISING OUT OF A DISREGARD FOR THESE ACCREDITATION T&C.

11. Data Protection

Applicants shall read the Privacy Policy, available on the Hamilton City Council website carefully and ensure they understand it.

11.1. By submitting an Application Form, Applicants authorise the Host City to store, transfer and otherwise use any Personal Data provided by Applicants in the Application Form as set out in Privacy Policy. If Applicants do not authorise the Host City to store, transfer and otherwise use any Personal Data provided by Applicants in the Application Form as set out below by submitting the Application Form then the Applicant will not be able to receive their Accreditation.

11.2. Collection of Personal Data

The Host City collects the Personal Data provided by the Applicant in the Application Form.

11.3. Purpose of Processing and Use of Personal Data

The Host City may use the Personal Data as follows:

- (i) to process Application Forms and issue Accreditation Devices;
- (ii) subject to local laws and to the extent applicable to the Applicant, to facilitate expedited procedures for entry and exit to and from the Host Country and exemptions from obligations to obtain work permits;
- (iii) to carry out the access check procedure; and
- (iv) any other purposes as outlined in the Hamilton City Council privacy policy

The Host City will comply with the obligations and safeguard the Applicant's rights under the Applicable Data Protection Laws.

The Host City will process and store the Personal Data securely and for no longer than is necessary for the purposes for which it was first collected.

11.4. Sharing Personal Data with Third Parties

In this regard, Applicants acknowledge and agree that such Personal Data may be transferred to: (i) the relevant public authorities and/or authorised bodies and organisations as may be required under the applicable national laws and/or for security reasons. The Personal Data will not be used, processed, stored or transmitted by the Host City over and above the scope described in the Hamilton City Council Privacy Policy [\[Link\]](#).

Neither FIFA nor the Local FIFA Subsidiary will receive any Personal Data relating to the Applicant. FIFA and the Local FIFA Subsidiary have no control over the processing of Personal Data by the Host City or any third party engaged by the Host City.

11.5. Applicant's Rights

In the event of any cause for complaint about the use of the Personal Data or if the Applicant has any questions relating to this Clause 11, the Applicant shall contact the Host City by writing to Claudia.mcneill@hcc.govt.nz or the following address: Claudelands Event Centre, Gate 6, Brooklyn Road, Claudelands, Hamilton. The Host City shall apply its best efforts to solve the problem for the Applicant. The Applicant also has the right to lodge a complaint with the competent data protection supervisory authorities.

12. **Unforeseen Circumstances**

The Host City and/or FIFA reserve the right to make alterations to the location of any Site, or the time, date and place of access to any Site, due to unforeseen circumstances. Such circumstances include, without limitation, force majeure, safety and security concerns or decisions of any competent authority.

13. **Point of Contact**

Any request pursuant to these Accreditation T&C shall be made by email to the Host City at Claudia.mcneill@hcc.govt.nz.

14. **Severability and Amendments**

14.1. In the event that any provision of these Accreditation T&C is declared void, ineffective or unenforceable by any competent court, the validity of the remaining provisions of these Accreditation T&C shall remain unaffected. To the maximum extent permitted under applicable law, the void, ineffective or unenforceable provision shall be replaced automatically by a valid and enforceable provision whose effect comes as close as possible to the intended purpose of the void, ineffective or unenforceable provision.

14.2. Without indicating the reasons for doing so, the Host City reserves the right to make reasonable amendments to these Accreditation T&C. Updated versions shall be available on [Host City's internet portal]. The Applicant is responsible for reviewing the Accreditation T&C regularly and may request the latest version at Claudia.mcneill@hcc.govt.nz. The Applicant's continuing use of the abovementioned platforms and/or Accreditation's prerogatives (if any) following the posting of updated versions will constitute binding acceptance of the amendments.

15. **Authentic Text**

Although these Accreditation T&C may have been made available in multiple languages on the various Host City and/or FIFA platforms, the English version shall prevail in the event of any dispute or in the event of any conflict or ambiguity between the different versions.

16. **Places of Jurisdiction and Governing Law**

16.1. To the fullest extent permitted under applicable laws and subject to Clause 11 above, these Accreditation T&C shall be governed by the substantive laws of New Zealand. For all disputes regarding and in connection with any rights and obligations deriving from these Accreditation T&C, the parties will seek to resolve such dispute amicably. In case of failure to reach such an amicable solution, the exclusive places of jurisdiction to resolve any dispute shall be the courts of New Zealand].

16.2. Irrespective hereof and subject to applicable laws, the Host City reserves the right to bring any legal action in relation to these Accreditation T&C in the local court of the domicile or residence of the Accredited Party.