

# **LTA Professional Tournaments 2019**

## **Media Accreditation Terms and Conditions**

### **1. Introduction**

1.1 These Media Accreditation Terms and Conditions are issued by the Lawn Tennis Association Limited (the LTA) and are applicable to the Davis & Fed Cup events, the Nottingham Open, the Eastbourne International and the Birmingham Classic (together the British Tennis Tournaments) and are designed to ensure a fair and efficient functioning of the media accreditation process for these events. These Terms and Conditions apply to media (print and online), photographers and broadcast representatives only. All other individuals will be subject to separate terms and conditions.

1.2 By submitting an application for Media Accreditation to the British Tennis Tournaments, the individual named on the application (the Applicant) agrees to these Terms and Conditions. The LTA reserves the right to refuse an application for Accreditation at its sole and absolute discretion. Submission of an application does not guarantee that an Applicant will receive Accreditation.

### **2. Accreditation Application**

2.1 Applications can be submitted either by an individual Applicant on his/her own behalf or by a nominated senior representative of an organisation, who shall submit separate Applications on behalf of each of that particular organisation's intended Applicant(s). It should be noted that the nominated senior representative must have the authority to bind the organisation and its intended Applicants when submitting Applications on behalf of that particular organisation's intended Applicants. Accreditation, once approved, is provided for an individual Applicant only and is strictly non-transferable.

2.2 Where Applications are made by a nominated senior representative of an organisation on behalf of that particular organisation's intended Applicant(s), it is the responsibility of such representative to ensure that they:

- i. have provided these Terms and Conditions to all persons for whom they are submitting Applications;
- ii. shall only submit Applications for those persons who have read, understood, accepted and agreed to be bound by these Terms and Conditions and shall strictly comply with them in full and at all relevant times;
- iii. have the authority of such persons, on whose behalf an Application is being submitted, to apply for Accreditation on their behalf, and, in addition, to submit their personal details and/or information (including, without limitation, in the form of the Application) to the LTA.

2.3 By accepting the Accreditation, all Applicants are deemed to have accepted and agreed that they have read and understood these Terms and Conditions, agreed to be bound by them and shall strictly comply with them in full and at all relevant times.

2.4 Unless otherwise agreed by the LTA, Applications may only be made via the internet or any other electronic means as may be specified by the LTA. Applications should be fully completed and submitted to the LTA by the deadline notified by the LTA. Application forms that are incomplete, unclear or late may be rejected.

2.5 The LTA shall not be liable for incorrect submission of information (whether submitted by or on behalf of the Applicant), technical malfunctions or any administrative errors of any nature.

2.6 All Applications shall be managed and processed by the LTA.

2.7 All Applicants hereby acknowledge that their personal information will be used in accordance with the LTA's privacy policy (as may be updated from time to time) and which is available here: <https://www.lta.org.uk/about-the-lta/policies-and-rules/privacy-policy/>

### 3. **Application Requirements**

3.1 Accreditation will only be issued to a bona fide news gathering organisation for the purposes of producing original reporting content. Priority shall be given to those Applicants who are writing/publishing content on a daily basis and/or writing/publishing sport/tennis coverage.

3.2 The LTA reserves the right to request a letter from the media organisation that the Applicant proposes to represent at British Tennis Tournaments. This letter must be on original letterhead and signed by the Sports Editor, News Editor or Chief of Staff of the relevant organisation and must be accompanied by examples of three articles previously published by the Applicant in a PDF format. Failure to provide the information requested by the LTA may result in an Application for Accreditation being refused.

3.3 Applicants who do not represent a particular media organisation must include a letter of endorsement from the media organisation that intends to purchase and publish their articles, reports or photographs. Failure to provide such endorsement will result in the Application for Accreditation being refused.

3.4 Applicants who intend to produce content for internet use must submit details of their impressions, unique users, users and average pages per session from their google analytics for the three month period prior to the date of the Application for Accreditation (unless affiliated to a publication / organisation granted accreditation).

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

4.1 The LTA will determine the appropriate Accreditation for the Applicant (if any). The LTA reserves the right to reject any Application in its absolute discretion and without providing any reason for doing so. All decisions of the LTA are final.

4.2 The LTA will endeavour to notify all Applicants about the status of their Application by email and/or such other means as may be utilised by the LTA from time to time.

4.3 The LTA reserve the right to amend or change an Accreditation and will notify the Applicant accordingly. The Applicant agrees and accepts to be bound by such amendments and/or limitations immediately upon receipt of such notification.

4.4 If an Applicant is successful he/she will be provided with an Accreditation Pass. An Accreditation Pass is personal to the Accredited Party and may not be transferred or assigned to any other person.

4.5 The Accreditation Pass can be collected in person by the Accredited Party at a nominated Accreditation Centre upon presentation of a valid proof of identity (in this case being the passport or UK driver's licence or other identity document(s) (as deemed acceptable by LTA in its sole and absolute discretion)). Upon collection of an Accreditation Pass, the Accredited Party must sign a separate form to confirm receipt of an Accreditation Pass and this will serve to further confirm acceptance of these Terms and Conditions.

4.6 The LTA reserves the right to unilaterally suspend or revoke the Accreditation of any Accredited Party at any time if it appears that:

- i. any unauthorised changes have been made to an Accreditation Pass and/or it has been copied or counterfeited;
- ii. an Accreditation Pass was not obtained directly via the official accreditation channel (including in accordance with the applicable Application and/or Accreditation processes), or was obtained through duplicity;
- iii. the Accredited Party is not undertaking the specified role as set out in the Application;
- iv. an Accreditation Pass is being misused by the Accredited Party or another person, including (without limitation) being sold and/or otherwise transferred or used jointly with third parties;
- v. the Accredited Party is acting in breach of any LTA policy, additional terms and conditions and/or regulations as may be notified and/or issued to the Accredited Party by the LTA from time to time or has otherwise engaged in gross misconduct; and/or
- vi. the Accredited Party does not comply with these Terms and Conditions and/or the Venue Regulations, or for any other reason that the LTA (at its complete discretion) deems appropriate.

4.7 In the event that an Accreditation Pass is lost or stolen, the LTA shall in its sole discretion decide whether a replacement Accreditation Pass will and/or is to be issued and the LTA reserves the right to charge a £5 fee for a replacement Accreditation Pass.

4.8 In the event that an Accreditation Pass is lost or stolen the Accredited Party shall report the loss or theft of the Accreditation Pass to an Accreditation Centre (and fill out the applicable documentation) as soon as possible but no later than 24 hours after becoming aware of it being lost or stolen.

4.9 If an Accredited Party is to be replaced by another person, the individual Accredited Party to be replaced or a nominated representative responsible for the Accredited Party must submit a request in writing to the Accreditation Co-ordinator. The request shall clearly state the reason for the replacement and must specify all the information of the existing Accredited Party and full details of the proposed replacement Applicant. If an Accreditation Pass has already been issued it must be returned to the LTA at an Accreditation Centre. The LTA reserves the right (in its sole discretion) to refuse such proposed replacement or to limit the scope of the replacement Accreditation granted.

4.10 Each Accreditation Pass remains the property of the LTA and shall be returned immediately upon request and/or otherwise in accordance with these Terms and Conditions. In the event of a breach of any of these Terms and Conditions, Accreditation may be suspended or withdrawn by the LTA (at its absolute discretion). Where Accreditation is suspended or revoked, the Accredited Party must immediately return any Accreditation Pass to the LTA.

## 5. **Using the Accreditation**

5.1 Access to a Venue shall only be authorised upon presentation of a valid Accreditation Pass and, upon request, a valid proof of identity with a photograph and signature. For the avoidance of doubt, each Accredited Party is only permitted access to the Venue for a specified period and to the Zone(s) indicated on the Accreditation Pass. An Accreditation Pass does not give the Accredited Party any right to a spectator seat. The Accreditation Pass must be clearly displayed at all times and the Accredited Party must comply with the regulations of the relevant Venue and/or such other safety and security regulations of a Venue as may be applicable. In addition, the Accredited Party may be required by the LTA to wear an identifying bib when present at the Venue.

5.2 Each Accredited Party acknowledges that his/her presence and movement in and around a Venue is at his/her own risk and that to the maximum extent permitted by law, neither the LTA or the Venue nor their servants or agents, nor any Authorised Persons are or shall be liable for any loss, damage and/or harm, including (without limitation) personal property damage or loss, or any other loss and/or harm arising from and/or occurring during his/her attendance at the Venue and, without limitation to the foregoing, each Accredited Party agrees that no claim, complaint or proceeding will be brought in relation to the foregoing.

5.3 The Accredited Party and his/her principal(s), representative(s) and/or employer(s) shall jointly and severally indemnify and hold the LTA and all Authorised Persons harmless from and against all loss (including consequential loss), damages and liabilities (including but not limited to the costs of enforcement or attempted enforcement of these Terms and Conditions) suffered or incurred by any of them, or their employees, officers and agents or any unconnected persons in connection with, resulting from, or arising out of, an act or omission of any of these Terms and Conditions by the Accredited Party and/or his/her principal(s), representative(s) and/or employer(s) or resulting from any suspension, withdrawal, revocation or cancellation of Accreditation.

5.4 An Accredited Party must not sell or transfer an Accreditation Pass or use it jointly with any third party. An Accreditation Pass must not be used for any illegal or commercial purpose.

5.5 An Accredited Party acknowledges that they are subject to the rules of the Tennis Anti-Corruption Program published by the Tennis Integrity Unit. By accepting the Accreditation the Accredited Party agrees that any information that they receive on the basis of this Accreditation shall be for the purpose of media reporting only. The information obtained through the Accreditation shall not be used or disclosed by the Accredited Party for the purposes of obtaining financial gain, directly or indirectly, from gambling, betting, gaming or any other form of financial speculation.

5.6 An Accredited Party should note that no accreditation holder may continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data during match play (from the commencement of a match through its conclusion) for any commercial, betting or gambling purpose. The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the Tournament match courts is prohibited. The exception to this provision is properly credentialed media (including an Accredited Party under these Terms & Conditions), Tournament vendors and Tournament staff when used in the performance of their duties.

## 6. Breach of these Terms and Conditions and Other Rules

6.1 Any Accredited Party whose actions (and/or the actions of his/her principal(s), representative(s) and/or employer(s)) are inconsistent with, or whose Accreditation Pass has not been obtained in accordance with, these Terms and Conditions and/or the terms and conditions of entry to the relevant Venue (or where there has been a breach of these Terms and Conditions and/or the Venue Regulations) may be refused entry to a Venue or may be evicted from a Venue and the relevant Accreditation Pass may be revoked. Furthermore, if the LTA has reasonable grounds to believe that an Accredited Party has not complied (or intends not to comply) with these Terms and Conditions and/or the terms and conditions of entry to the relevant Venue, the LTA reserves the right to unilaterally suspend or revoke an Accreditation Pass and/or Accreditation of an Accredited Party.

6.2 The LTA reserves the right, where a breach has been identified, to pursue other legal remedies against any such Accredited Party at its sole discretion.

## 7. General

7.1 In the event that any provision of these Terms and Conditions is declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions shall remain in full force and effect as if such void, ineffective or unenforceable provision had not been contained herein.

7.2 The LTA reserves the rights (without providing reasons for doing so) to make amendments to these Terms and Conditions. Any updated versions shall be available at <https://www.lta.org.uk/majoreventsmedia> and such amended Terms and Conditions shall become binding on each Accredited Party from the time of their availability on the website.

7.3 The Applicant acknowledges that he/she has read and understood these Terms and Conditions and that he/she is fully aware of the rights and obligations arising from them and shall be bound by and comply with them.

7.4 These Terms and Conditions, and any connected non-contractual obligations, shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms and Conditions or an Accredited Party's attendance at a Venue.

## 8. Definitions

8.1 Accreditation means an individual, non-transferable and revocable right of access to one or more Zones at the Venue for a specified period solely for the purpose of and in accordance with carrying out the role to be performed by the named Accredited Party as specified in the Application.

8.2 Applicant means any media and/or broadcasting representative applying for Accreditation in accordance with these Terms and Conditions (including individuals who have the Application made on their behalf).

8.3 Application means an application for Accreditation made by or on behalf of an Applicant through the application process put in place by the LTA and in accordance with these Terms and Conditions.

8.4 Accreditation Centre means the centre established by the LTA for the issuing and/or collection of Accreditation Passes.

8.5 Accreditation Pass means the official proof of Accreditation provided to an Accredited Party by the LTA, which grants to the Accredited Party access to the designated Zone(s) at the Venue for a specified period in accordance with these Terms and Conditions.

8.6 Accreditation Co-ordinator means the person appointed by the LTA to co-ordinate the Accreditation process.

8.7 Accredited Party means an Applicant who is granted Accreditation in accordance with these Terms and Conditions.

8.8 Authorised Person(s) means collectively all management of the relevant Venue; police; agencies responsible for safety and security in connection with the relevant British Tennis Tournament and other individuals granted the relevant authority by the LTA or the Venue.

8.9 Venue means the Nottingham Tennis Centre in respect of the Nottingham Open, Edgbaston Priory Club in respect of the Birmingham Classic and Devonshire Park in respect of the Eastbourne International. Venue also means the site the Davis or Fed Cup tie the accreditation is used for.

8.10. Zone(s) means a pre-defined space/area within a Venue where access is limited to those holding the applicable Accreditation Pass.

