

APPLICATION FOR MEDIA & SPORT SCIENCE ACCREDITATION TO SWIMMING NEW ZEALAND EVENTS

PLEASE NOTE:

- Event Accreditations will be issued to successful applicants subject to Swimming New Zealand's sole discretion and provided their Organisation or Publication (or the individual themselves if applicable) has completed an application and signed the Swimming New Zealand Accreditation Terms & Conditions attached to the application form.
- Any stories produced and/or still photographic images taken at any Swimming New Zealand event will be used for **MEDIA PURPOSES** only and not for **COMMERCIAL or PERSONAL USE** (including digital and social media platforms). Any applicant who wishes to undertake any commercial venture must obtain prior approval in writing from Swimming New Zealand. If at any stage Swimming New Zealand suspects that photographic images are being used for commercial or personal purposes, your accreditation may be revoked without notice.

Swimming New Zealand Media & Sport Science Accreditation Guidelines

Photographer Accreditation

- Must be working directly for a bona fide news outlet or an international news agency. *Swimming New Zealand will only accept bona fide media producing work certain for publication, no speculation.*
- Rights free images for editorial use only will be made available on direct request to Swimming New Zealand at its discretion.

Media Accreditation

- Media accreditation is subject to the applicant holding a permanent position with a major metropolitan, provincial or community newspaper, magazine, television station or radio.
- Freelance Media will only be granted media accreditation if an approved and bona fide media outlet verifies publication or coverage with the Swimming New Zealand Media Manager.

Interview protocol

- Interviews must be conducted in the designated media area after the athlete's race or coordinated with the Swimming New Zealand Media Manager if not at this time.
- Interview requests with Swimming New Zealand staff / officials / volunteers must be requested through the Swimming New Zealand Media Manager.
- The host broadcaster will have primary rights to conduct interviews.

Sports Science protocol

- Must be working directly for the Swimming New Zealand High Performance programme or a credible university research programme/project.
- Outcomes from the research will be shared with Swimming New Zealand.

Swimming New Zealand would like to acknowledge V8 Supercars for their input into this accreditation application process.

PLEASE TICK APPROPRIATE BOXES

- JOURNALIST** **TELEVISION** **SPORTS SCIENCE**
- PHOTOGRAPHER** **RADIO**

EVENT: _____

ORGANISATION DETAILS:

Organisation/Publication: _____

Address: _____

City/Suburb: _____ Post Code: _____

Phone: _____

Web: _____ Email: _____

Editor or Direct Report: _____ Email: _____

Mobile: _____ Phone: _____

Frequency: Daily Weekly Monthly
 Bi-monthly Other

Circulation: _____ Audited Figures: _____ Coverage Area: _____

PERSONAL DETAILS:

First Name: _____ Last Name: _____

Address: _____

City/Suburb: _____ Post Code: _____

Country: _____

Mobile: _____

Email: _____

This is an important document which affects your legal rights. Taking legal advice is recommended.

Accreditation will be issued by Swimming New Zealand for the exclusive use by the Applicant specified above ("you", "your"). The Accreditation entitles you to enter Swimming New Zealand events specified in this Application ("the Events"). Accreditation is conditional upon you being at least 18 years old, abiding by the terms and conditions of Accreditation and by your agreement to the below provisions. Accreditation may be revoked at any time.

You agree to act in accordance with the policies and procedures of Swimming New Zealand and any further supplementary instructions and notices issued (collectively "Rules"). You must not carry out any activities at Events for a commercial purpose (whether directly or indirectly) except where specifically authorised by Swimming New Zealand. The Accreditation cannot be transferred. Transfer or misuse of the Accreditation, or breach of the Rules, may be cause for suspension or termination of the Accreditation by Swimming New Zealand in its absolute discretion and is subject to civil and criminal penalties, including liability resulting from injuries to the person or property of anyone purporting to use an Accreditation without the express written permission of Swimming New Zealand.

In consideration for the granting of Accreditation (including entering the Events), you unconditionally and irrevocably agree:

- to release Swimming New Zealand, sponsor organisations, land owners and lessees, organisers of Events, their respective servants, officials, representatives and agents (collectively, the "Associated Entities") from all liability for your death, personal injury, psychological trauma, loss or damage (including property damage) ("harm") howsoever arising from your participation in or attendance at the Events except to the extent prohibited by law; whether caused by the negligence of any of the Associated Entities or otherwise;
- to indemnify and keep indemnified the Associated Entities and each of them from loss, liability, damage and costs they may suffer or incur arising out of or related to your attendance at or participation at an Event;
- that Swimming New Zealand and the Associated Entities make no warranty, implied or express, that Event services will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- to attend and/or participate in the Events at your own risk and that you voluntarily assume all risks (inherent and otherwise) arising from participation in or attendance at the Events, whether caused by the negligence or otherwise.

You acknowledge that:

- the risks associated with attending and/or participating in the Events include the risk that you may suffer harm as a result of:
- acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in the event; and
- the unsuitability of facilities (including grandstands, fences and guard rails) to ensure the safety of persons or property at the event.

No official timing, results or other data including photographs and/or vision relating to the Events may be reproduced, stored in a retrieval system or transmitted in any form or by any electronic, mechanical, photocopying, recording, or broadcasting means or otherwise without the prior express written permission of Swimming New Zealand except for reproduction by local, national or international press in regular publications on sale to the public or accessible on their corresponding authorised Internet sites.

No person shall make or use sound recordings or radio broadcasts and/or take moving picture images of the Event(s) without the prior express written permission of Swimming New Zealand. You accept the terms and conditions of, and acknowledge the risk arising from, attending or participating in the event and being provided with the Event services by Swimming New Zealand and the Associated Entities.

DISCLAIMER – EXCLUSION OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

In exchange for being able to attend or participate in the Events (and as condition of this Accreditation), I agree:

- I agree to waive any rights or claims I may have now or at any time in the future against, and releases from all liability, not to sue Swimming New Zealand and other organisations connected to the Events and their directors, members, officers, employees, agents, representatives and contractors (together the **Associated Bodies**) for any personal injury, death, damage or loss of any kind that I may suffer or sustain as a result of

and in connection with its presence at the Events or its use of the media pass which is not due to the proven negligence of the Associated Bodies.

- to indemnify the Associated Bodies against any claims by a third party for personal injury, death, damage or loss of any kind suffered or sustained by that third party as a result of my proven negligence at the Events.

- I agree to comply with all reasonable instructions from all Officials at the Events and will ensure that at all times I will remain in permitted or designated areas as advised by Officials throughout the course of the Events.

***PHOTOGRAPHERS PLEASE NOTE**

- I may take still photographic images solely for customary editorial use in the print media (and their corresponding **authorised** Internet sites), and will be responsible for obtaining all necessary third party consents, as well as the prior express written permission of Swimming New Zealand, for any non-editorial or commercial use of these still photographic images. I acknowledge and agree, and will do all things necessary to ensure, that any intellectual property rights in photographic images taken at the Event(s) will on creation vest in, and remain the property of, Swimming New Zealand.

DECLARATION:

By signing this I agree I have supplied accurate information and will abide by the above terms & conditions should Swimming New Zealand issue me with an accreditation for the event specified in this application.

Signature:

Date:
