# **RUGBY WORLD CUP SEVENS 2022** MEDIA ACCREDITATION TERMS AND CONDITIONS

#### 1. **INTRODUCTION**

These Media Accreditation Terms and Conditions are applicable to Rugby World Cup Sevens 2022 ("RWC 7s 2022") and are designed to ensure a fair and efficient functioning of the media accreditation process for the Tournament. The Media Accreditation Terms and Conditions, which are issued by Rugby World Cup Limited ("RWCL"), apply from the time any member of the media is issued with his/her Accreditation and apply to any member of the media who requires access to particular Zones in a Venue at the Tournament.

All Accreditations are issued subject to these Media Accreditation Terms and Conditions and any Applicant who submits an Application or uses or attempts to use an Accreditation Device to access Zones within a Venue, shall be deemed to have accepted and agreed to comply with these Media Accreditation Terms and Conditions. These Media Accreditation Terms and Conditions will be applied in conjunction with the official Tournament Media Rules issued by RWCL. These Media Accreditation Terms and Conditions will be printed in an abbreviated form on each Accreditation Device. In the case of any conflict or ambiguity between these Media Accreditation Terms and Conditions and the abbreviated form printed on an Accreditation Device, these Media Accreditation Terms and Conditions will prevail. The Accreditation process is managed by SA Rugby and SARES as the RWC Sevens 2022 tournament organiser, on behalf of RWCL. Any accreditation is subject to the applicant having the appropriate visa or other entry requirements to enter South Africa.

Personal data processed in connection with the General Accreditation process shall be processed in accordance with the data protection provisions set out herein and notice set out in the Schedule to these Media Accreditation Terms and Conditions.

#### 2. **DEFINITIONS**

"Accreditation" An individual, non-transferable and revocable right of

> access to one or more Zones at a 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.

"Accreditation Centres" The centres established by SA Rugby/SARES for the

issuing and/or collection of Accreditation Devices.

"Accreditation Device" The official proof of Accreditation provided to an Accredited

Party by and/or on behalf of RWCL which grants to the Accredited Party access to the designated Zones at a Venue and/or Venue(s) for a specified period in accordance with these Media Accreditation Terms and Conditions. For the avoidance of doubt, this includes any supplementary access device(s) which may be required to access the designated Zone(s) at a Venue.

"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 Application made by and/or on behalf of an Applicant through the application process put in place by SA Rugby/SARES and in accordance with these Media Accreditation Terms and Conditions.

"Authorised Persons(s)"

Collectively all Tournament management: management; Police; other public bodies and agencies responsible for safety and security in connection with the Tournament; each Venue and each Tournament Match; and their respective staff, officials, representatives, officers

and volunteers.

"COVID-19 Protocols"

Any and all protocol(s) with respect to COVID-19 (or any other epidemic, pandemic or public health emergency) issued by SA Rugby/SARES, RWCL and/or World Rugby related to the Tournament which incorporates at a minimum: (i) the World Rugby COVID-19 Living with COVID-19 Guidelines (as updated from time to time); (ii) any protocol, policy and/or guideline related to COVID-19 (or any other epidemic, pandemic or public health emergency) issued by a Relevant Public Authority (or Relevant Public Authorities), in the territory of South Africa. which is applicable to entry to and/or presence in South Africa, Team hotel, and/or Venue(s) and/or participation in the Tournament and its related activities; and (iii) any direction related to the subject matter of a COVID-19 Protocol issued by a Relevant Public Authority and/or World Rugby Chief Medical Officer (or his nominee). For the avoidance of doubt COVID-19 Protocol(s) may be amended (subject to approval from the Relevant Public Authority(ies)) from time to time as appropriate.

"Group Application"

Multiple separate Applications on behalf of all the intended Applicants of a media organisation through a duly nominated senior representative of that organisation.

"Media Ticket"

A Tournament match ticket of entry for media, permitting access to the Venue for the designated match strictly subject to the Media Ticket Terms and Conditions and

Venue Regulations.

"Media Ticket Terms and Conditions"

The terms and conditions of tickets issued to a Tournament match to members of the accredited media as applicable from time to time 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 RWCL in its sole discretion from time to time) for the Tournament governing NRH media organisations.

"NRH"

A non-rights holding media organisation who is not an official media licensee of RWCL for the Tournament.

"Prohibited Item(s)"

Any items prohibited by RWCL and/or the Venue Regulations including (without limitation) those items specified in clause 5.9, the Ticket Terms and Conditions and/or the items listed in Annexure A.

"Relevant Public Authority"

The authority(ies) responsible, without limitation, for: (i) issuing and implementing guidance on the return to sport and sporting activities during and/or following the COVID-19 pandemic in South Africa which is/are applicable to entry to and/or presence in South Africa, Team hotel and/or Venue(s), participation in any qualification event relating to the Tournament and its activities; and/or (ii) for issuing and/or related implementing guidance more generally related to COVID-19 with which the Accredited Party are required to comply, which may include (for example and without limitation) social distancing requirements, the use of face coverings and/or lockdowns.

"RHB"

A rights holding broadcaster who is an official media licensee of RWCL for the Tournament.

"RWCL"

Rugby World Cup Limited of World Rugby House, 8-10 Pembroke Street Lower, Dublin, Ireland.

"Tournament"

The Rugby World Cup Sevens 2022 tournament scheduled to be held in Cape Town, South Africa from Friday 9 September to Sunday 11 September 2022.

"Tournament Media Rules" The media rules (as may be published and/or amended by RWCL in its sole discretion from time to time) applicable to the participating unions/team members in the Tournament.

"Ticket Terms and Conditions"

The Tournament ticket terms and conditions applicable from time to time and incorporated as part of these Media Accreditation Terms and Conditions.

"SA Rugby" SA Rugby Union, SARU House, Tygerberg Office Park,

163 Uys Krige Drive, Plattekloof, 7500, Cape Town, South

Africa.

"SARES" SA Rugby Event Services (RF) (Pty) Ltd, Ground Floor, B

Block, Black River Park North, 2 Fir Street, Observatory,

7925, Cape Town, South Africa.

"Venue" An area under the control of SA Rugby/SARES and/or

RWCL for the Tournament which requires Accreditation(s) to gain access including, without limitation, the stadium at

which Tournament matches are taking place.

"Venue Regulations" The terms and conditions of entry to each Venue as

applicable from time to time.

"Zone(s)" A pre-defined space/area within a Venue where access is

limited to those holding the applicable Accreditation

Device.

#### 3. ACCREDITATION APPLICATION

3.1. Accreditation applications must be submitted by each individual representative or a nominated senior representative of an organisation on behalf of each individual Applicant associated with such organisation who have the authority to bind the organisation and its intended Applicants when submitting Applications on behalf of that particular organisation's intended Applicants. Accreditations, once approved, are provided for an individual Applicant only and are strictly non-transferable.

- 3.2. Application for Accreditation must be made via the SA Rugby/SARES's accreditation system which can be submitted via the website at <a href="https://rwcsevensmedia.mypass.zone/">https://rwcsevensmedia.mypass.zone/</a> unless otherwise agreed by RWCL and/or SA Rugby/SARES. Applications should be fully completed and submitted to SA Rugby/SARES by Tuesday 9 August 2022. Application forms that are incomplete, unclear or late will be rejected.
- 3.3. Neither SA Rugby, SARES nor RWCL shall be liable for incorrect entry and/or submission of information (whether entered and/or submitted by and/or on behalf of the Applicant), 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 for the purpose of and in accordance with the role(s) to be performed by them during the Tournament. As part of the Application process Applicants must also provide the number of a valid identity document (either a passport or driving licence), which must be valid for at least 6 (six) months after the date on which the Applicant intends to leave

South Africa.

- 3.5. By completing and submitting the Application, Applicants will be required to accept and agree that:
  - 3.5.1. they have read and understood these Media Accreditation Terms and Conditions, accept and agree to be bound by them and shall strictly comply with them in full and all relevant terms;
  - 3.5.2. If required, they consent to undergo background checks for security reasons, by due legal process; and
  - 3.5.3. they consent to RWCL and/or SA Rugby/SARES obtaining and exchanging information with relevant third parties (in accordance with the data protection notice set out in the Schedule to these Media Accreditation Terms and Conditions), specifically for the purpose of RWCL and/or SA Rugby/SARES determining the suitability of the Applicant for Accreditation, especially with state services.
- 3.6. 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:
  - 3.6.1. have provided these Media Accreditation Terms and Conditions (including the data protection notice set out in the Schedule to these Terms and Conditions) to all persons for whom they are submitting 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 (including the data protection notice set out in the Schedule to these Terms and Conditions) and shall comply with them in full and, further, that such persons have consented to the provisions of clause 3.7 below;
  - 3.6.2. have obtained the necessary consent of such persons to undergo background checks and for RWCL and/or SA Rugby/SARES obtaining and exchanging information with relevant third parties (including the data protection notice set out in the Schedule to these Terms and Conditions specifically for the purpose of RWCL and/or SA Rugby/SARES determining the suitability of the Applicant for Accreditation;
  - 3.6.3. have the authority and consent 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 SA Rugby/SARES and/or RWCL; and
  - 3.6.4. have an operational role requiring Accreditation.
- 3.7. All Applications for Accreditation shall be managed and processed by SA

- Rugby/SARES on behalf of RWCL. The approval of Accreditation Applications is the sole responsibility of RWCL.
- 3.8. All Applicants hereby acknowledge 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 SA Rugby/SARES and RWCL and that such details may be shared with and/or provided to non-commercial third parties for the purpose of the implementation of Accreditation arrangements and the Media Accreditation Terms and Conditions. To achieve this purpose, it may be necessary for SA Rugby/SARES and/or RWCL to transfer such details across international borders, in each case, subject to appropriate safeguards as stipulated under applicable data protection laws. Such details/data may also be used for the purpose of updating the RWCL media contacts database. SA Rugby/SARES and/or RWCL process Applicants' details for the above-mentioned purposes on the basis that such processing is necessary for the performance of the Media Accreditation Terms and Conditions. The Applicants are informed that they have rights in respect of their personal details under applicable data protection laws. including the right of access and rectification regarding. Applicants may exercise these rights by contacting SA Rugby/SARES or RWCL using the contact details set out on the website https://www.rwcsevens.com/contact-us. All unnecessary personal data will be deleted within a suitable period following the conclusion of the Tournament (unless SA Rugby/SARES and/or RWCL have a lawful basis for retaining such data for a longer period).

#### 4. APPROVAL PROCESS FOR ACCREDITATION

- 4.1. RWCL and/or SA Rugby/SARES will determine the appropriate Accreditation for the Applicant (if any). RWCL and/or SA Rugby/SARES reserves the right to turn down any Application in its sole discretion. All decisions of RWCL and/or SA Rugby/SARES are final.
- 4.2. SA Rugby/SARES will endeavour to notify all Applicants about the status of Accreditation application(s) by email.
- 4.3. RWCL and/or SA Rugby/SARES reserves the right, acting reasonably and on legitimate grounds, 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 following receipt of such notification.
- 4.4. If an Applicant's Application is successful s/he will be provided with an Accreditation Device which must be visible and clearly displayed by the Accredited Party at all times once and/or whilst inside the Venue and when attending all official Accreditation controlled Tournament media events. An Accreditation Device is personal and strictly non-transferable or assignable.
- 4.5. The Accreditation Device can be collected in person by the Accredited Party or nominee at a nominated Accreditation Centre upon presentation of suitable identification (being a letter of invitation plus a corroborating passport or valid driving licence/accepted photo identification). Upon collection of an Accreditation

Device or receipt of the Accreditation Device from a nominee, the Accredited Party must sign a separate form to confirm receipt of an Accreditation Device and this will also serve as further confirmation of the acceptance of these Media Accreditation Terms and Conditions and the Media Ticket Terms and Conditions.

- 4.6. RWCL and/or SA Ruby/SARES reserves the right to unilaterally revoke the Accreditation of any Accredited Party at any time if it appears that:
  - 4.6.1. any unauthorised changes have been made to an Accreditation Device and/or it has been copied or counterfeited;
  - 4.6.2. an Accreditation Device was not obtained via the official accreditation channel (an Applicable Application and/or Accreditation process) or was obtained through duplicity;
  - 4.6.3. the Accredited Party is not undertaking the specified role as set out in the Application;
  - 4.6.4. an Accreditation Device 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;
  - 4.6.5. the Accredited Party is acting in breach of any SA Rugby/SARES and/or RWCL policy, additional terms and conditions and/or regulation as may be notified and/or issued to the Accredited Party by SA Rugby/SARES and/or RWCL from time to time or has otherwise engaged in gross misconduct; and/or
  - 4.6.6. the Accredited Party does not comply with these Media Accreditation Terms and Conditions, the Venue Regulations and/or the Tournament Media Ticket Terms and Conditions incorporated herein.
  - 4.6.7. If and/or when Accreditation is revoked the Accredited Party shall immediately hand back the Accreditation Device to SA Rugby/SARES. The formerly Accredited Party shall no longer be eligible to apply for or collect Tournament Media Tickets to gain entry to the Venues.
- 4.7. Any breaches of these Media Accreditation Terms and Conditions shall be subject to the process set out in clause 7.
- 4.8. In the event that an Accreditation Device is lost or stolen, RWCL and/or SA Rugby/SARES shall in its sole discretion decide whether a new Accreditation Device will and/or is to be issued and SA Rugby/SARES /RWCL reserves the right to charge a ZAR 1,000 (one thousand rand) 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 (and fill out the applicable and/or relevant documentation) as soon as possible but no later than 12 (twelve) hours after the Accredited Party becomes aware of its loss or theft.

4.10. If an Accredited Party is to be replaced by another person, pre-Tournament or during the Tournament, the individual media representative to be replaced or a nominated senior representative of the media organisation must submit a request in writing to the Accreditation Team. 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 proposed replacement Applicant. If an Accreditation Device has already been issued it must be returned to SA Rugby/SARES at an official Accreditation Centre. RWCL and/or SA Rugby/SARES reserves the right (at its sole discretion) to refuse the proposed replacement or to limit the scope of the replacement Accreditation granted.

#### 5. UTILISING THE ACCREDITATION

- 5.1. Access to a Venue shall only be authorised upon presentation of a valid Accreditation Device. For the avoidance of doubt, each Accredited Party is only permitted access to the Venue for a specified period(s) and/or duration(s), and to the Zone(s) indicated on the respective Accreditation Device and such access may be revoked by SA Rugby/SARES and/or RWCL in their absolute discretion. An Accreditation Device does not give the Accredited Party any right to occupy a spectator seat or view a match from any spectator thoroughfares. The Accreditation Device must be clearly displayed at all times and the Accredited Party must comply with the Venue Regulations, COVID-19 Protocols, the Media Ticket Terms and Conditions and health protocols and/or such other safety and security regulations of a Venue as may be applicable. If an Accredited Party fails to comply with such regulations and COVID-19 Protocols, that Accredited Party may be refused access to and/or be removed from the Venue.
- 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 (and all Zones therein) at their own risk. Neither RWCL or SA Rugby/SARES, or any Authorised Persons, or the Venue owner 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 RWCL or SA Rugby/SARES.
- 5.4. Each of the Accredited Party and his/her principal(s), representative(s) and/or employer(s) shall individually indemnify and hold SA Rugby/SARES, RWCL 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 General Accreditation Terms and Conditions) suffered or incurred by any of them, or their employees, officers and agents of RWCL or SA Rugby/SARES in connection with, resulting from, or arising out of, a breach of any of these Terms and Conditions by each of the Accredited Party or his/her principal(s), representative(s) or employer(s), or

- resulting from any suspension, withdrawal, revocation or cancellation of Accreditation.
- 5.5. Each and every Accreditation Device remains the property of SA Rugby/SARES and/or RWCL at all times and shall be returned immediately upon request and/or otherwise in accordance with these General Accreditation Terms and Conditions. In the event of a breach of any of these General Accreditation Terms and Conditions, Accreditation may be suspended, withdrawn, revoked and/or cancelled by RWCL and/or SA Rugby/SARES (at their absolute discretion). In such circumstances, the Accredited Party must immediately return any Accreditation Device to SA Rugby/SARES.
- 5.6. An Accredited Party may not sell or transfer an Accreditation Device or use it jointly with any third party. An Accreditation Device must not be used for any kind of illegal or commercial purpose.
- 5.7. For the purposes of safety, security and/or checking compliance with these Media Accreditation Terms and Conditions, each Accredited Party shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including, without limitation, producing a valid Accreditation Device and/or submitting to a body and possessions search and screening process for the purposes of identifying any Prohibited Item(s) on their person or otherwise being carried by the Accredited Party) and any refusal by the Accredited Party may result in refusal of access to or eviction from the Venue. Any identified Prohibited Item(s) may be handed over to the Police or other relevant authority as appropriate. Any identified Prohibited and/or Restricted Item(s) which is/are surrendered by an Accredited Party as a condition of entry to the Venue shall be deemed to be surrendered irrevocably and voluntarily and will be unable to be reclaimed by the Accredited Party and shall be disposed of by SA Rugby/SARES without liability.
- 5.8. Access to a Venue shall be subject to these Media Accreditation Terms and Conditions, the COVID-19 Protocols and any applicable Venue Regulations. RWCL, SA Rugby/SARES and/or any Authorised Person may refuse access to a Venue or eject from the Venue any Accredited Party who fails to comply with the COVID-19 Protocols (including failure to carry or possess the documents required by the public health authorities on the date of the relevant Match (such as a health pass or vaccine passport)), are 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 playing surface), instigating violence, racism or xenophobia, unreasonable obstructing the viewing of spectators, 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), is reasonably suspected by an Authorised

Person of having committed, or being likely to commit, a criminal offence within any Venue, whilst within any Venue, damages, interferes with or tampers with any property of any third party, whilst within any Venue, smokes in any area where smoking is not permitted, 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 Tournament (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.

5.9. All Accredited Parties at a Venue are strictly prohibited from: (i) 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 RWCL and/or SA Rugby/SARES; (ii) 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; or (iii) from engaging in any form of betting or wagering activity within a Venue in each case without the prior written authorisation of RWCL and/or SA Rugby/SARES. Any such items may be removed, confiscated and/or destroyed at the discretion of any authorised person.

#### 6. CONDITIONS OF ACCREDITATION

As a fundamental condition to the issue of an Accreditation Device, the Accredited Party accepts, acknowledges and agrees that:

6.1. Any Accredited Party attending a Venue agrees that the Tournament is a well-known sporting event and that s/he is likely to be recorded in number of media and publicly disseminated material. The Accredited Party agrees that perpetual use may be made, free of charge, of her/his name, voice, image and likeness captured while present at or about a Venue (by means of live or recorded audio/visual broadcast or transmission or recordings, photographs or any current or future technologies) in accordance with the Media Accreditation Terms and Conditions and Venue Terms and Conditions and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies.

#### 6.2. Authorised licensees of RWCL and News Access Regulations

Only RHBs (licensed by RWCL) and authorised NRHs may make sound and/or broadcast image recordings inside the match Venue on a match day unless specifically granted permission in writing by RWCL. Such RHBs and authorised NRHs should refer to the terms specified in their agreements with RWCL and other applicable documentation issued to them by RWCL in relation to the use of sound and broadcast image recordings of the Tournament. To the extent that these Media Accreditation Terms and Conditions are inconsistent with such

agreements, the terms of their agreement with RWCL shall prevail.

# 6.3. General prohibition on sound and image recordings

Except as specifically provided for in this Media Accreditation Terms and Conditions, 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:

- 6.3.1. take, capture, produce, publish, transmit or distribute via any media or device, any moving images from within Accredited areas inside the Venue;
- 6.3.2. 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 Tournament match day including (but not limited to) any interview or broadcast originated from within a Venue; or
- 6.3.3. reproduce photographs in a sequential manner so as to simulate in any way moving images or rapid sequence streaming images (e.g. slideshows of images from a phase of play during a match). For the avoidance of doubt a phase for these purposes only shall be deemed to be when the ball is put into play until the moment the ball subsequently becomes dead, for broadcast publication 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, social and digital media (such media having been disclosed at the time of Application). It should be noted that any online/web based match 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 a match and shall be for news reporting purposes only and shall not be described as a "Live Match Tracker" or similar.

# 6.5. Photographers: permitted written press and internet news based site

- 6.5.1. An Accredited Party, who is a photographer, may only originate still photographic pictures of the Tournament for use on or in print and digital media (such media having been disclosed at the time of Application) and always provided that:
  - (i) They appear as non-sequential still images (and not as simulated video or moving images).
  - (ii) Images are published for news reporting and editorial 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 Tournament and that third party.

- (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 Tournament 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. For the avoidance of doubt the restrictions and obligations in this clause 6.5.1 shall only apply to photographers/journalists and their use of applicable images.
- 6.5.2. An Accredited Party, who is a photographer, shall be solely responsible for obtaining all necessary third party consents in relation to any use of images published. Any proposed commercial use of Tournament photography by an Accredited Party who is a photographer and/or his principal is subject to the prior written approval of RWCL.
- 6.5.3. Accredited Parties may sell their copyright material to third parties, for editorial use by the third party subject to both parties' compliance with these Media Accreditation Terms and Conditions and the News Access Regulations Photographers may sell to individuals (but not photo libraries) for personal, non-commercial use without the prior written approval of RWCL subject to compliance with these Media Accreditation Terms and Conditions and the News Access Regulations. In particular, all photographers must clearly bring to the attention of their clients the terms of clause 6.5 prior to granting access to their images.

# 6.6. Photographic media – photo agencies

The general provisions in clause 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 clause 6 and must require their

subscribers to accept and fully comply with the provisions prior to their subscribers being allowed access to their images.

# 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 RWCL 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 RWCL. 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 RWCL, 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 the RWCL or SA Rugby/SARES. 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 RWCL and/or damage, prejudice, undermine or devalue the commercial programme of the Tournament and/or which may assist ambush marketing of the Tournament 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.

# 7. BREACH OF TERMS AND CONDITIONS

7.1. Any breach or suspected breach of the Media Accreditation Terms and Conditions and/or Media Ticket Terms and Conditions and/or News Access Regulations capable of remedy (in RWCL's sole discretion) will be raised by RWCL 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, RWCL will be entitled to immediately suspend, remove or cancel that party's Accreditation and may be refused entry to a Venue or may be evicted from a Venue which they have accessed and/or the relevant Accreditation Device may be revoked and/or such other appropriate action may be taken as set out in these Media Accreditation Terms and Conditions. RWCL 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, RWCL 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 RWCL 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 News Access Regulations, and a breach or consistent breaches of said Terms and Conditions/ Regulations have been identified, RWCL reserves the right to immediately suspend, remove or cancel any Accreditation Device and/or unilaterally revoke the Accreditation of any Accredited Party.
- 7.3. RWCL reserves the right, where a breach has been identified, to pursue other legal remedies against any Accredited Party at its sole discretion.

#### 8. COVID-19

- 8.1. The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organisation. The Accredited Party must at all times follow and adhere to any COVID-19 Protocols and other health protocols. The Accredited Party acknowledges that RWCL or SA Rugby/SARES cannot prevent any Accredited Party from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the Tournament. It is not possible to prevent against the presence of the disease. Therefore, there is the possibility that the Accredited Party may be exposed to and/or increase the risk of contracting or spreading COVID-19 or any other communicable diseases. By entering a Venue, the Accredited Party has assumed the risk to and understand the above warning concerning COVID-19 or any other communicable diseases. The Accredited Party hereby acknowledges that s/he has been informed and are aware that in attending the Tournament and entering a Venue that they may be at risk of being exposed to, contracting, and/or spreading COVID-19, and must comply with and follow any COVID-19 Protocols.
- 8.2. In this regard the Accredited Party waives the right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and shall not seek damages, whether known or unknown, foreseen or unforeseen relating to COVID-19 or any communicable diseases.

# 9. SEVERABILITY, AMENDMENTS, LANGUAGE AND GOVERNING LAW

9.1. 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, that provision shall be severed to the extent necessary and 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.

- 9.2. SA Rugby/SARES and/or RWCL reserves the right (without providing reasons for doing so) to make amendments to these Media Accreditation Terms and Conditions upon reasonable notice except in extreme circumstances. Any such updated versions shall be notified to Accredited Parties by RWCL or SA Rugby/SARES and such amended Media Accreditation Terms and Conditions shall become binding on all Accredited Parties from the effective date notified to the Accredited Parties.
- 9.3. 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.
- 9.4. The English language shall be the definitive language governing these Media Accreditation Terms and Conditions. In the event of any conflict with any translations thereof the English language shall prevail.
- 9.5. These Media Accreditation Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa and are subject to the non-exclusive jurisdiction of the Western Cape High Court.

# **ACCREDITATION AND REGISTRATION FOR RUGBY WORLD CUP SEVENS 2022**

#### **DATA PROTECTION NOTICE**

Please read here for information on how your information is used in connection with your Accreditation Application and/or Accreditation for Rugby World Cup Sevens 2022 (the "**Tournament**") and your registration at the Tournament.

Unless defined in this notice, capitalised terms used in this notice have the meaning given in the Media Accreditation Terms and Conditions which apply to your Accreditation for the Tournament.

#### CONTROL AND SCOPE OF INFORMATION

Rugby World Cup Limited, which has an address at World Rugby House, 8–10 Pembroke Street Lower, Dublin, Ireland ("RWCL"), is the controller of the information collected in connection with your registration and Accreditation for the Tournament. The data protection officer of RWCL is Liam McKenna.

The information which will be processed in connection with your registration and Accreditation in relation to the Tournament includes the information which you submit in the course of your Application (or which is submitted on your behalf in accordance with the Accreditation Terms and Conditions to which this Notice is attached (i.e. information regarding your name, your organisation and role, your date and place of birth, gender, contact details, address, passport details (number, place of birth, issue and expiry date, nationality), apparel sizing, your travel preferences and bookings, preferred language, title/function, and designated Venues for which you have received or are seeking Accreditation), a passport-style photo of you, details of any dietary requirements or mobility restrictions which you provide to us and details of your acceptance of the Terms and Conditions of Accreditation and this notice.

The precise scope of the information we need to collect relating to you will depend on the capacity in which you are receiving Accreditation.

Where we agree with you separately to this notice, we will use a passport-style photo of you which we already have on file, rather than requiring you to submit a new photo (but you are free to submit a new photo if you prefer, provided it meets the prescribed quality, layout and size specifications).

# **USES AND LEGAL BASIS**

Your information is used, depending on the capacity in which you are receiving Accreditation, for the purpose of the implementation of Accreditation arrangements, to arrange travel and other logistical details relating to the Tournament on your behalf, performance of the Accreditation Terms and Conditions, to contact you and to facilitate your access to Venues for which you have received Accreditation. Our legal basis for processing your information is the performance of the Accreditation Terms and Conditions and any other contracts to which we are a party with you or your organisation, the entering into travel and other logistical contracts on your behalf and our legitimate interests in implementing appropriate Accreditation, travel and logistical arrangements for the Tournament (including in relation to security).

Your information will be shared with and/or provided to SA Rugby/SARES and to non-commercial third-party service providers engaged in connection with the Tournament for these purposes.

## **DIETARY REQUIREMENTS OR MOBILITY RESTRICTIONS**

We process details of any dietary requirements or mobility restrictions which you provide to us to ensure that these requirements can be catered for during your presence at the Tournament. Our legal basis for processing this information is the explicit consent which you provide to us in the registration form. You have the right to withdraw this consent at any time by contacting us using the details set out below, but please note that if you do withdraw your consent, we may not be able to ensure that your dietary or mobility requirements can be catered for.

#### TRANSFER OF YOUR INFORMATION ABROAD

SA Rugby/SARES are based in South Africa, which (of course) is outside the European Union, and both RWCL and SA Rugby/SARES use service providers outside the European Union in connection with your information. Some of the other persons to whom we may provide your information, as described above, may also be outside the European Union. Countries outside the European Union may not provide a level of legal protection for your information as strong as the level of protection provided in Ireland or your home country.

In order to ensure an adequate level of protection for your information, RWCL and SA Rugby/SARES have put in place appropriate safeguards as stipulated under applicable data protection laws protecting the information in the appropriate standard form approved for this purpose by the European Commission (please contact us if you would like further information).

#### RETENTION OF YOUR INFORMATION

Your accreditation information will be retained for the duration of the Tournament and for a suitable period of time thereafter (save where SA Rugby/SARES and/or RWCL have a lawful basis for retaining such data for a longer period).

#### **FAILURE TO PROVIDE INFORMATION**

Please note that the information we collect in connection with your registration and Accreditation is necessary for us to provide you with Accreditation in accordance with the Accreditation Terms and Conditions. If you fail to provide any of the information we require in connection with your Accreditation, or any of the other purposes mentioned above, or seek to object to use processing your information for such purposes, we will not be able to provide you with Accreditation or any other access to designated Venues at the Tournament.

### YOUR RIGHTS

You also have certain rights in relation to the categories of personal data listed above, subject to certain exemptions: a) the right to access your personal data; b) the right to request the rectification and/or erasure of your personal data; c) the right to restrict the use of your personal data; d) the right to object to the processing of your personal data or withdraw your consent to the processing of personal data; e) where we are processing personal data based on your consent, the right to receive your personal data, which you provided to us, in a structured, commonly used and machine-readable format or to require us to transmit that data to another controller; and f) if unsatisfied with a response from us, you have the right to lodge a complaint relating to the processing of your personal data to the Irish Data Protection Commission by emailing info@dataprotection.ie or by email to another data protection supervisory authority.

# **QUERIES AND FURTHER INFORMATION**

If you wish to exercise any of your rights under applicable data protection laws, or have any queries in relation to this notice, you may contact RWCL by emailing <a href="mailto:dataprotection@worldrugby.org">dataprotection@worldrugby.org</a>. You can contact our data protection officer by emailing <a href="mailto:dataprotection@worldrugby.org">dataprotection@worldrugby.org</a> and marking your correspondence for the attention of the Data Protection Officer of Rugby World Cup Limited.

For further information on your rights, and on RWCL's privacy practices, please visit <a href="https://www.world.rugby/privacy-policy">https://www.world.rugby/privacy-policy</a>.

# ANNEXURE A PROHIBITED ITEMS

# Prohibited from entering the Venue:

- Bottles: Cans, glass or Plastic bottles of any kind including squeezer bottles
- Firearms, ammunition, or device as defined in the Firearms Control Act, 2000 (Act No.60 of 2000)
- Fireworks
- Sharp metal objects
- Explosives
- Tear gas, mace, or similar airborne chemical agents
- Narcotics
- Items which could cause injury
- Banners or flags with, racist, sexist, discriminatory or offensive content
- Flagpole or banner pole of any kind, unless it is made from inflammable and flexible plastic and does not exceed 1 meter in length 1cm in diameter
- Ambush marketing items
- Animals
- Liquor
- Drunkenness and unacceptable behaviour
- Dangerous weapons as defined in Dangerous Weapon Act, 1968 (Act No.71 of 1968) including Knifes and sticks
- Unauthorized Cameras with detachable lenses
- Fraudulent tickets and ticket holder
- NO PASSOUTS rule be enforced and also communicated to event goers

Further details are available on DHL Stadium Website - https://dhlstadium.co.za