



2025 Media Accreditation Terms and Conditions

PART A – General Terms

Accreditation – Venue Access

The South Metro Junior Football League (SMJFL) is a not-for-profit body with responsibility for the administration and delivery of a junior football league across Melbourne's South-East. SMJFL has the exclusive right to determine the terms on which access is granted to the Venues.

These SMJFL Accreditation Terms and Conditions (Terms) set out the terms on which SMJFL grants the Applicant with accreditation for access to SMJFL Venues. These Terms apply to all Venue accreditation.

Nothing in these Terms limits the rights of the Applicant under the Copyright Act 1968 (Cth) and SMJFL reserves its right to take any action under the Copyright Act 1968 (Cth).

I. General Obligations

I.1 Conduct

The Applicant will:

- (a) comply with, and agrees to, these Terms and any other conditions of entry applicable to the Venues as prescribed from time to time by SMJFL;
- (b) abide by all lawful directions from a SMJFL Authorised Person while in the Venue, including but not limited to the times and areas of access to the Venue, and will not enter the field of play (including area between boundary line and fence) at the Venue during a Match at the Venue without prior written approval of a SMJFL Authorised Person;
- (c) at all times while within the Venue:
 - (i) be able to provide proof of identification provided by SMJFL Accredited Photographer Program Welcome Email;
 - (ii) not tamper with or obscure any items described in (c)(i) above and return such items to SMJFL immediately upon request;
- (d) not breach the intellectual property rights of any person involved in the staging of a Match;
- (g) conduct himself/herself/themselves in a manner that will not bring the Match, SMJFL and/or the game of football into disrepute; and
- (h) conduct himself/herself/themselves in a way that will not cause offence to, or otherwise inhibit the enjoyment of, any other person, including other accredited personnel, media, players, coaches, teams or patrons at the Venue

I.2 Indemnity, Risk and Access

- (a) The Applicant agrees to indemnify and hold harmless SMJFL, the host Venue, the League Teams and each of their volunteers, contractors, officers and agents against any loss, claim, expense or damage to SMJFL, the host Venue, the League Teams and each of their volunteers, contractors, officers and agents resulting from a breach of these Terms by the Applicant (whether or not the Applicant is acting within the scope of any employment or contract) or resulting from the revocation of accreditation by SMJFL.
- (b) The Applicant acknowledges and agrees that the Applicant shall move in and around the Venue at his/her/their own risk.
- (c) Access to the Venue will be refused and/or accreditation will be revoked if the Applicant, in the opinion of SMJFL, is noticeably under the influence of alcohol, narcotics, stimulants or any behaviour modifying substance, is behaving or is likely to behave violently, harmfully or in a manner contrary to public order, or if the Applicant's appearance or behaviour negatively affects the public standing of the Match or SMJFL. Smoking and vaping are also prohibited at the Venue.
- (d) The Applicant is strictly prohibited from using, possessing or holding promotional or commercial, political, religious or racist objects and materials, offering to sell, selling or possessing with intent to sell goods such as drinks, food, souvenirs, clothes, promotional and/or commercial items at any time in or at the Venue. All such items may be removed or temporarily confiscated by duly authorised persons.

I.3 Accreditation Not Transferable

The Applicant acknowledges and agrees that any rights in connection with the accreditation granted to the Applicant cannot, without the prior consent of SMJFL, be loaned, transferred, licensed or in any other way assigned to another person or entity for any purpose whatsoever.

I.4 Grant of Request

- (a) Failure to abide by these Terms and/or any request by a SMJFL Authorised Person will result in the Applicant's accreditation being revoked.
- (b) SMJFL may grant or reject the request for accreditation in its absolute discretion and may impose such further terms and conditions as it determines are necessary in its absolute discretion (including during a Match). Once granted, SMJFL may revoke the accreditation at any time in its absolute discretion and without being liable to compensate the Applicant or any other person.
- (c) All accreditation devices (including passes and vests) remain the property of SMJFL. In the event of a breach of any of these Terms, accreditation devices shall, on request by a SMJFL Authorised Person, be returned immediately to SMJFL.

1.5 Minimum Age Requirement

Unless the following requirement is otherwise permitted or waived by SMJFL in its absolute discretion, the Applicant warrants and represents to SMJFL that the Applicant is or will be over the age of eighteen (18) prior to attending any Venue under these Terms and the Applicant agrees that SMJFL may revoke the accreditation at any time in its absolute discretion if the Applicant is not over the age of eighteen (18) at the time of attending any Venue.

Should the Applicant be under 18 years of age then the Applicant must provide the necessary consent of their Parent and/or Guardian and such Parent and/or Guardian must also agree to be personally bound by these Terms. In the event that either the Applicant, Parent and/or Guardian breach any of these Terms then the SMJFL, in its absolute discretion, may revoke the accreditation.

1.6 Use of Attributes

The Applicant agrees that use may be made by SMJFL and SMJFL's commercial partners (including any official sponsor, official supplier or official broadcaster) without compensation to the Applicant of any kind, of the Applicant's name, voice, image and/or likeness (including but not limited to video, audio and audio-visual recordings):

- (a) at the Venue (including on vision screens throughout the Match); and/or
- (b) commercially, throughout the world and in perpetuity, by any means.

1.7 Additional directions and policies

SMJFL may issue further directions, conditions and policies relating to accreditation and Venue access (which may apply to specific applicants), and the Applicant must comply with any such specific directions, conditions and policies which will be incorporated into these Terms.

1.8 Amendment

SMJFL may make amendments to these Terms from time to time at its sole discretion and without notice.

Specific obligations for Media Accreditation:

- All media captured at SMJFL Matches and Venues remain the joint property of the SMJFL and the photographer/videographer.
- SMJFL Accredited media/photographers MUST wear orange bibs at ALL TIMES or approved by SMJFL to wear their own orange bibs.
- Photographers and videographers may not capture content in changerooms, medical rooms or private areas at SMJFL Venues.
- Content published on digital platforms (websites, social media, email, etc.) must not contain inappropriate content (offensive gestures, nudity, violence, etc.) which may put the reputation of the SMJFL at risk.
- The SMJFL is given exclusive access to all media taken to allow the league to use imagery on digital platforms and for other purposes (presentations, marketing collateral, etc.). Content provided to the SMJFL must not contain any photographer watermarks, unless stated otherwise, however credit will be provided to individual photographers wherever possible.
- All SMJFL accredited media personnel must have a valid Victorian Working with Children Check before their application can be approved.
- Photographers and videographers may sell content to the public through their own platforms. However, photographers and videographers cannot supply images or footages of SMJFL matches to third parties for commercial use.

2. Specific Obligations for Media Accreditation

The following provisions of the Terms apply in respect of Media Accreditation and deal with different types of content relating to a Match played at a Venue. These provisions list what the Applicant may do with content that is recorded or produced within or at a Venue. Any rights not specifically granted to the Applicant are expressly reserved to the SMJFL. These provisions are subject to the Applicant's request for accreditation in relation to each type of content being granted by SMJFL.

Except as specifically permitted in accordance with the terms of clauses 2.1, 2.2 and 2.3 below, the Applicant is prohibited from:

- (a) recording, broadcasting or transmitting or assisting any person to record, broadcast or transmit from within or at a Venue by any means whatsoever any Video or other moving images, photographs, sounds (including commentary), Data, Text (including results, scores or commentary of or concerning any of the Matches, or the Venue, attendees or any activity at any Match) without the prior written consent of SMJFL (which may be withheld in its absolute discretion);
- (b) selling, licensing, distributing or otherwise publishing, disseminating or reproducing for any purpose (commercial or otherwise), whether in whole or in part, any recordings relating to a Match, a Venue, attendees or any activity at any Match SMJFL Accreditation Terms and Conditions taken or made inside or at a Venue (including, without limitation, Photographs, Video recordings or sound recordings) without the prior written consent of SMJFL (which may be withheld in its absolute discretion); and
- (c) creating or developing or in any way exploiting a database or archive or any amount of Text or Data or Photographs taken or sourced at or within a Venue for use or sale by the Applicant or any other person for any purpose other than for bona fide news editorial reporting purposes only, which bona fide purposes, for the avoidance of doubt, shall not include:
 - (i) the right to publish or permit the publication on the Internet or any Mobile Device of any live or near live scoring or any rich data, including by way of data feeds (xml, etc) either transmitted or directly sourced by any person within or at a Venue; or
 - (ii) the right to sell, commercialise or syndicate any Text or Data or Photographs for any printed newspaper, sports-related magazine, wireless service or Internet website other than the specific printed newspaper, sports-related magazine or Website (subject to clauses 2.1(b)(ii), 2.2(b)(ii) and 2.3(b)(ii)) owned by the Applicant for which Media Accreditation has been specifically granted.

For the avoidance of doubt point-by-point and quarter-by-quarter updates produced or sourced in any part or manner within or at a Venue for transmission via the radio, the Internet or via any form of Mobile Device (including mobile telephones) or other related devices or by way of any wireless service from within the Venue are strictly prohibited.

(d) at venues where SMJFL Partner, MySportLive, are filming any matches, videography is prohibited unless obtaining written from the SMJFL.

2.1 Text

(a) The Applicant will be entitled to produce and, subject to clause 2(c) above and paragraph (b) of this sub-clause, publish Text relating to a Match, the Venue, attendees or activities at the Venue. Text may include, but must not solely comprise, team and/or individual scores and statistics.

(b) Subject in all cases to clause 2(c) above:

- (i) Text generated within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed newspapers or sports-related magazines; and
- (ii) Text may be transmitted from the Venue to an outside agency for publication (by that agency or any third-party recipient) on a Website provided that such Website is not updated with any Text (including, for the avoidance of doubt, Text transmitted from the Venue) more than 10 times per hour during play on any one day of any Match.

(c) For the avoidance of doubt, the transmission of Text from within the Venue either directly to, or to an outside agency for the purpose of retransmission to or display on, Mobile Devices is expressly prohibited (including by way of transmission to any Mobile Device through a “push” service). This does not restrict the transmission of Text to Websites that are accessible by Mobile Devices solely as a result of being available on the internet (including m-sites, provided the m-site is not developed solely for delivery of football on Mobile Devices). Transmission of SMS direct to Mobile Devices promoting the Applicant’s coverage of the day’s play is acceptable, provided the SMS does not feature any Text, Data, Photography, Audio or Video sourced from within the Venue.

2.2 Data

(a) The Applicant will be entitled to capture, produce and, subject to clause 2(c) above and paragraph (b) of this sub-clause, publish Data relating to a Match, the Venue, attendees or activities at the Venue.

(b) Subject in all cases to clause 2(c) above:

- (i) Data that is captured or produced within the Venue may be transmitted from the Venue to an outside agency at any time for publication in printed newspapers or sports related magazines; and
- (ii) Data may be transmitted from the Venue to an outside agency for publication (by that agency or any third-party recipient) on a Website provided that such Website is not updated with any Data (including, for the avoidance of doubt, Data transmitted from the Venue) more than 10 times per hour during play on any one day of any Match.

(c) For the avoidance of doubt, the transmission of Data from within the Venue either directly to, or to an outside agency for the purpose of retransmission to or display on, Mobile Devices is expressly prohibited (including by way of transmission to any Mobile Device through a “push” service). This does not restrict the transmission of Data to Websites that are accessible by Mobile Devices solely as a result of being available on the internet (including m-sites). Transmission of SMS direct to Mobile Devices promoting the Applicant’s coverage of the Match is acceptable, provided the SMS does not feature any Text, Data, Photography, Audio or Video sourced from within the Venue.

(d) Notwithstanding clause 2.1(b) and 2.2(b) above, the Applicant agrees that in no circumstances shall any Website be updated with any team and/or individual scores or other statistics from any source more than 10 times per hour during any Match.

(e) For the avoidance of doubt, the Applicant is prohibited from transmitting any dedicated live or near scoring service, or other statistics service, for Matches using Data or Text transmitted from the Venue.

2.3 Photographs

(a) The Applicant will be entitled to take and, subject to clause 2(c) above and paragraph (b) of this subclause, publish media taken within the Venue.

(b) Subject in all cases to clause 2(c) above and further subject to paragraph (c) of this sub-clause, Photographs taken within the Venue may be transmitted from the Venue to an outside agency for publication (by that agency or any third-party recipient):

(i) in printed newspapers, sports-related magazines or other magazines with the prior written approval of SMJFL; and/or

(ii) on a Website provided that such Website is not updated with any Photographs (including, for the avoidance of doubt, Photographs transmitted from the Venue by any other employee or agent of the applicant's employer and/or principal) more than 10 times per hour (with a reasonable number of photographs displayed at any one time, but in no circumstances more than 30 photographs) during play of any Match.

(c) The right to publish Photographs under paragraph (b) of this sub-clause is subject to the Applicant being prohibited in all circumstances from permitting the use of Photographs in any manner that suggests an endorsement or "sponsorship" of South Metro Junior Football League by any third party which, for the avoidance of doubt, shall include the use of any Photograph in connection with, or in the same creative as, any third party, name brand or logo (e.g. promoting the Photograph as the "XYZ pic of the day" or by in any way including any corporate logo or other designation of any third party in close proximity to the Photograph that would in any manner suggest any association between that third party and the Photograph or subject of the Photograph).

(d) For the avoidance of doubt, the transmission of Photographs from within the Venue either directly to, or to an outside agency for the purpose of retransmission to or display on, Mobile Devices is expressly prohibited (including by way of transmission to any Mobile Device through a "push" service). This does not restrict the transmission of Photographs to Websites that are accessible by Mobile Devices solely as a result of being available on the internet (including m-sites). Transmission of SMS direct to Mobile Devices promoting the applicant and his/her/their employer/principal's coverage of the day's play is acceptable, provided the SMS does not feature any Text, Data, Photography, Audio or Video sourced from within the Venue.

(e) The Applicant agrees that the Photographs must not be used for any Commercial Purpose whatsoever without the prior written consent of SMJFL (which may be withheld in its absolute discretion).

(g) The Applicant will not knowingly sell or supply any Photographs to any third party who intends to use any Photograph for a Commercial Purpose and will procure the prior written agreement of any third party to whom the Applicant licences, sells or supplies any Photograph not to use any Photograph for a Commercial Purpose.

2.4 General inc. Videos

For the avoidance of doubt, the Applicant shall not be permitted to (i) sell or distribute copies of Photographs or videos to members of the public on any condition without the express written consent of SMJFL (which may be withheld in its absolute discretion) or (ii) use, publish, disseminate or reproduce or sell, licence or distribute for use or publication by any third party any Photographs, Videos, Text or Data (in each case taken or sourced or transmitted from or produced or generated in or at a Venue) other than solely for bona fide editorial use or purpose solely by bona fide media organisations in bona fide newspapers or sports related magazines or on official on-line website versions of such printed newspaper or sports-related magazine, or any other SMJFL approved Website (subject to clauses 2.1(b)(ii), 2.2(b)(ii) and 2.3(b)(ii)), provided, in the case of Websites, those Websites must not be updated with any Photographs, Text or Data sourced from within or at a Venue more than 10 times per hour in any one day of any Match. The Applicant will not use or publish, or else licence, sell or supply to any third party any Photographs, Text or Data (in each case taken or sourced or transmitted from or produced or generated in or at a Venue) to anyone for any Commercial Purpose.