

NewsMediaCoalition

Preserving the function of news organisations to inform public society about events of interest

Press Release – for immediate use

February 17 2010

The news media industry today (February 17 2010) invites the Indian Premier League to find a solution to widespread press concerns about coverage of the 2010 tournament due to begin on March 12. In a statement issued today the News Media Coalition, which reached a compromise agreement with the IPL for last year's tournament, called upon the 'IPL executive to avoid alienating the international news media community'.

The statement read: 'The terms on offer from the IPL raise serious issues of press freedom including the ability to inform the public with topical information and the legitimate distribution of news content for editorial publications. News organisations which have studied the rules on journalistic attendance feel that the current wording will serve to act as a barrier to coverage by some media. This can only result in the loss of opportunities for cricket fans internationally to share in this news spectacle through the opinions and eyes of independent journalists and photographers working for publishers worldwide through the network of agencies and newspaper syndication services. We urge the IPL executive to avoid alienating the international news media community and to engage in meaningful discussions to identify a solution in this area of press freedom concern.

News organisations wish the media terms for the IPL 2010 to reflect the agreement reached between the news media and the IPL for 2009 in South Africa. In particular they would wish the IPL to remove those aspects of the terms and conditions which seek to define news platforms that are acceptable to the IPL in terms of their ownership and/or the scope of their business operations. This would mean reinstating 2009 wording which sought to deal with IPL concerns about what the IPL felt were rogue operators, many of whom the IPL acted against.

We believe the language presents an excessive limitation on the free flow of information such as journalistic photography through legitimate distribution chains and is therefore damaging to press freedom. For many news organisations it is not feasible, nor in accord with their founding principles, to distinguish between legitimate customers. It may be that alternative wording which mirrors the sentiments of the 2009 agreement could be found and we look forward to hearing a positive response on this.

There are other concerns, particularly as regards the imposition of updating quotas, which also need reconsideration.

Statement Ends

Notes

The **News Media Coalition** is an international organisation focussed on the specific threat to editorial operations, publishing and independent journalism from excessive controls on the flow of news to the public imposed by events entities such as sports governing bodies through accreditation contracts. The **NMC** is a platform for the concerns of supporters, which include newspapers and publishers, national and global agencies, press freedom organisations and other media bodies, and journalist groups in many countries and regions. The **News Media Coalition** has bases in London and Brussels – and operates worldwide.

Press Contacts:

For further information please contact the NMC Executive Director Andrew Moger, via:

Email: andy@newsmediacoalition.org

Tel: +44 (0) 7836 572273

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Indian Premier League

Media Accreditation and News Access Guidelines

Please note: These Terms apply to all accredited persons and their employers / principals with respect to any DLF IPL match ("Match")

Accreditation Terms for Media Groups

1. Only one Reporter/ Sports Reporter recommended by the Editor/Sports Editor of a publication will be given accreditation at a Match venue, unless otherwise agreed. National dailies may receive up to two accreditations.
2. No more than two journalists representing a recognised News Agency will be given accreditation at a venue, unless otherwise agreed. Only one photographer per recognised News Agency will be given accreditation at a Match venue, unless otherwise agreed.
3. However, an open and flexible accreditation process will be followed in case of the above clauses.
4. Only one pair (journalist + cameraman) representing a recognised Electronic Media Group will be given accreditation, unless otherwise agreed. Access to a Match venue with a moving picture camera before or during a Match will be prohibited and the cameraman shall comply with all reasonable and lawful requests of DLF IPL in this respect.
5. Only one photographer representing a recognised print media publication (national as well as regional) will be accommodated on a Match day inside the Match venue. One more photographer from such publication may be accommodated upon request subject to reasonable availability of space.
6. 6. Reporters for Websites, which have not otherwise been granted accreditation, will be given access to the Match venue the day before the Match and for post-Match press conferences only on the day of the Match, unless otherwise agreed.

Formalities pre- and post- accreditation

1. Every application for accreditation will have to be accompanied by a scanned photograph of the applicant.
2. Every application will have to be accompanied by a covering letter signed by the Editor / Sports Editor or other relevant representative of the concerned publication / channel, authorised by and agreeing on behalf of the relevant media organisation to be bound by these Terms.
3. The accreditation cards will have to be collected in person, at the Match venue marked in the online form.
4. All journalists holding accreditation will have to meet the DLF IPL Media Managers at the match venues to collect their match passes from a prescribed venue a day prior to the match.

MEDIA PERSONNEL WILL BE PERMITTED ENTRY TO THE MATCH VENUES ON MATCH DAYS ONLY UPON PRODUCTION OF THEIR ACCREDITATION CARDS. AT ALL TIMES WHILE WITHIN THE MATCH VENUES, THE ACCREDITED PARTY SHALL WEAR THE ACCREDITATION CARD AND ENSURE THAT SUCH CARD IS VISIBLE AT ALL TIMES, SHALL NOT TAMPER WITH OR OBSCURE THE ACCREDITATION CARD AND SHALL RETURN THE ACCREDITATION CARD TO DLF IPL IMMEDIATELY UPON REQUEST OR OTHERWISE AT THE CONCLUSION OF THE DLF IPL Season for which it was issued.

Accreditation Terms for Photographers

1. The Accredited Party shall not use his/her accreditation at any time, whether now or in the future, for any Commercial Purpose (as defined below) except for his/her publication or syndication service or, in the case of an authorized News Agency, for their clients/customers in accordance with these Terms (save in respect of the exercise of any rights which have been expressly granted by DLF IPL herein).
2. The Accredited Party may, notwithstanding paragraph 1 above and provided that he/she is an Accredited photographer, originate still photographic pictures of a Match for editorial use on or in print media, Websites and within news services such as syndication services and in the case of a news agency for their clients/customers provided that:

(a) they appear as still images (and not as moving images to emulate broadcast);

(b) the still images are published as captured or with adaptation but without deliberately removing, replacing or obscuring any logo of a sponsor of the DLF IPL, a team, a player or at the Match venue;

(c) the still images are used only for bona fide editorial purposes and are not used for any Commercial Purpose (as defined below);

3. Photographs taken within the Match venue by an Accredited Party may be transmitted from the Match venue to an outside agency for publication (by that agency or any third party recipient):

(i) in printed newspapers, sports-related magazines, Bona Fide News Magazines (as defined below) or other magazines with the prior written approval of DLF IPL; and/or

(ii) on a Website (as defined below) provided that such Website is not updated with any photographs (including, for the avoidance of doubt, photographs transmitted from the Match venue by any other employee or agent of the Accredited Party's employer and/or principal) more than fifteen (15) times per hour (with a reasonable number of photographs displayed at any one time) during play on any one day of any Match.

4. Photographs of Match action or photographs taken at the Match venue taken by an Accredited Party may not be used in any manner that suggests an endorsement or "sponsorship" of DLF IPL, or any team participating in the DLF IPL, in each case 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 (including within the photograph) or in any other way that would in any manner suggest any association between that third party and the photograph or subject of the photograph).

5. The Accredited Party and his/her employer and/or principal (if any) agree that the photographs must not be used in any commercial activity whatsoever without the prior written consent of DLF IPL (which may be withheld in its absolute discretion), including without limitation in or on:

- any calendar;
- packaging;
- collector cards;
- posters;
- stickers;
- pop-up, stand-up or other cards;
- competitions;
- recordings;
- videos and films;
- advertisements, promotional and point-of-sale material;
- games (including computer games);
- software;
- avatars;
- merchandise; or
- on Websites (other than as provided under these Terms).

6. Under no circumstance shall the Accredited Party and/or his/her employer and/or principal be able to use (or cause or permit to be used by any third party) any such photographs in any book where such photographs include (i) any trademarks, logos or other intellectual property of DLF IPL or (ii) an image of any participant in any Match played within or at a Match venue, unless all clearances and consents have first been obtained in writing from DLF IPL and/or such participants, as the case may be.

7. The Accredited Party and/or his/her employer and/or principal will not knowingly sell or supply any such photographs to any third party who intends to use any photograph for a Commercial Purpose or Commercial Use (each as defined below) and the Accredited Party and/or his/her employer and/or principal will procure the prior written agreement of any third party to whom the Accredited Party and/or his/her employer and/or principal, license, sell or supply any Photograph not to use any Photograph for a Commercial Purpose or a Commercial Use (each as defined below).

8. For the purposes of this section, "Commercial Purpose" includes, but is not limited to:

(a) promotions or any promotional materials (other than the promotion of editorial coverage of cricket matches and/or series in newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such coverage as long as such point-of-sale promotional materials are not sold or distributed to members of the public and provided always that such promotional activity shall not be conducted through

mobile devices);

(b) advertising (including advertorials); or

(c) merchandising purposes, including all the activities listed in clause 5 above, as well as animations, avatars and invitations; or

(d) subject to these Terms, any use that generates financial value to the person or organisation using the content solely as a result of such use;

(e) any use that in any manner that suggests an endorsement by or sponsorship of DLF IPL, any team participating in the DLF IPL or any member of a participating team; or

(f) any use in connection with any third party or in any manner promoting or being associated with any third party,

each of the above shall be defined as "**Commercial Use**".

Terms relating to Audio-visual Broadcasting

Guidelines for News Access of DLF IPL footage ("Guidelines")

These Guidelines are solely for News Broadcasters registered under the category of "News and Current Affairs" channels under the Ministry of Information and Broadcasting's "Downlinking Guidelines" ("**News Broadcasters**") and are not applicable to other channels including in particular Sports Channels or Sports News/Programmes on Sports Channels.

News Broadcasters may use footage from sporting events telecast live by SET MAX the DLF IPL official broadcaster ("Official Broadcaster") without payment to the Official Broadcaster, within the following parameters:

1. News Broadcasters will be allowed up to 30 seconds of fresh footage per regularly scheduled news bulletin subject to a maximum of 120 seconds of fresh footage per Match in a day. The overall limit for use of footage shall be not more than seven (7) minutes for the entire day, i.e., the footage from a single Match, not exceeding 120 seconds aggregate duration, cannot be repeated more than three (3) times during the entire day in regularly scheduled news bulletins. It is clarified that the footage is permitted for use only in regularly scheduled news bulletins and not in special programming created for the purpose of and centered around any match.
2. The use of live footage is not permitted at any time and under any circumstances. There will be a minimum of 30 minutes delay from the live telecast. "Live" for this purpose shall include the period from the first ball to the last ball of any Match and will extend to the post-Match presentation ceremony.
3. Use of archival footage during the DLF IPL 2010 season: "archival" footage i.e. footage from previous DLF IPL seasons, which in this case is the DLF IPL 2008 and DLF IPL 2009 seasons, may be used by News Broadcasters, subject to the following:
 - (a) the use of archival footage is limited for news purposes and will not be used for any non news or commercial purpose, including by way of special programming created for the purpose of and centered around any match;
 - (b) News Broadcasters may have normal ad breaks during the news transmission that uses the DLF IPL archival clips / footage in accordance with these terms, and
 - (c) use of archival clips may be permitted up to a maximum of two (2) clips of 30 seconds each (i.e., not more than 60 seconds per day) for news coverage till the 2011 IPL season.
4. Courtesy bugs acknowledging the DLF IPL and the Official Broadcaster must be pasted throughout the use of content "on-air". The logos of the DLF IPL and the Official Broadcaster should be seen "as is" or referred to with due prominence. If either of the logos is covered by the News Broadcaster's logo or overlays, there must be a source credit or a courtesy line extended at the bottom of the screen.
5. News Broadcasters must carry the name of the league and the logo viz. DLF IPL in all their broadcast mentions.
6. These Guidelines have been framed on the basis of well-established fair use principles upheld by the Hon'ble Courts in India. News Broadcasters may only use footage as above without financial obligation to the DLF IPL.
7. Any use beyond these Guidelines will be subject to prior bilateral agreement between the relevant News Broadcaster and the Official Broadcaster.
8. Failure to abide by these Guidelines may lead to cancellation of accreditation by the IPL, apart from any other action as per applicable law.

Accreditation Terms for Electronic Media

1. As per the guidelines of the Board of Control for Cricket in India ("BCCI"), only one pair (journalist + cameraman) representing an Electronic Media Group will be given accreditation, unless otherwise agreed.
2. As per the guidelines of the BCCI, accredited reporters of News & Current Affairs Broadcasters will be given a desk in the main press box.
3. There will be no bar on players speaking to accredited reporters of TV News Broadcasters when the IPL is being played, as long as the interviews are conducted as per the BCCI guidelines.
4. The limitations on use of photographs on Websites shall apply equally to News Broadcasters' own Websites.
5. News Broadcasters shall not display deferred or archived video footage of the DLF IPL, whether as part of news bulletin or otherwise, on its own website or via its account on a third-party video-upload site such as YouTube, DailyMotion, etc.

Definitions of All Terms

A Bona Fide News Magazine means a magazine:

- whose business solely concerns the provision of news to the public (and not "market/consumer/product/service information" e.g. computer/gaming magazines, travel magazines, contract publishing magazines, food and wine magazines, telecommunications/IT magazines, financial services magazines, pornographic magazines etc); and
- no part of that magazine's business involves the sale, distribution or supply of any goods or services other than the provision of news to the public (and associated advertising placed alongside that news); and
- that does not promote itself as a magazine containing pornographic, obscene or immoral content.

Website means an official on-line Website version of a printed newspaper or sport-related magazine, a Bona Fide News Media Website or any other DLF IPL-approved Website, in each case forming part of the world wide web and/or Internet with a unique URL/domain displaying Text, Data and Photographs for editorial use only and not for any Commercial Purpose or Commercial Use.

A Bona Fide News Media Website means a Website:

- that is owned (directly and indirectly), run and managed by an organisation whose primary business solely concerns the provision of news to the public; and
- no material part of that organisation's business involves the sale, distribution or supply of any goods or services other than the provision of news to the public (and associated advertising placed alongside that news); and
- that does not promote itself as a Website containing pornographic, obscene or immoral content.

Enforcement of Terms

The DLF IPL and/or the Official Broadcaster retains and, to the extent required, is hereby granted by the relevant copyright owner governed by these Terms, the rights to enforce compliance by Accredited Parties, News Agencies, Electronic Media Groups, News Broadcasters and associated and unassociated third parties with these Terms (whether by means of anti-infringement actions, legal proceedings or otherwise) and with the copyright law in force. In all such cases the Accredited Parties, News Agencies, Electronic Media Groups, News Broadcasters and Websites governed by these Terms will not undertake any act to obstruct, nullify or obviate the rights of the DLF IPL and/or the Official Broadcaster under this provision.