

2018 Rogers Cup Accreditation Policy

1. SCOPE AND TERM OF ACCREDITATION

- 1.1. This accreditation policy (the **Policy**) shall be binding on any person (the **Accreditee**) who has applied for or been issued with a temporary or permanent accreditation (the **Accreditation**) by or on behalf of Tennis Canada (the **Accreditor**) in respect of the 2018 Rogers Cup presented by National Bank (the **Tournament**) whether on his/her own account, on behalf of an employer, or on behalf of any person or company he/she is working with (in whatever form) in respect of the Tournament.
- 1.2. With effect from the date of signature or online acceptance of this Policy, this Policy shall supersede and replace any prior agreement, understanding, arrangement, representation or document, whether written or oral, entered into between the Accreditor and the Accreditee with respect to the subject matter of this Policy.

2. TERM

- 2.1. This Policy shall come into effect and be binding as between the Accreditor and Accreditee from the date of signature or online acceptance of this Policy by the Accreditee and shall terminate upon the conclusion of the Tournament in the relevant year (save that the Accreditee and the Accreditor agree that paragraphs **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, 3.1.13 to **Error! Reference source not found.** (inclusive), **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** shall survive expiry or termination of this Policy).
- 2.2. The Accreditation provided to the Accreditee shall at all times remain the property of the Accreditor and be subject to the Accreditee complying with the terms of this Policy. The Accreditor may, at any time and in its sole discretion: (i) terminate this Policy; (ii) rescind any Accreditation provided to the Accreditee for the current year; (iii) reject any applications for future Accreditation; and/or (iv) eject the Accreditee from the Tournament site, and/or take legal action against the Accreditee for breach of this Policy.

3. TERMS AND CONDITIONS

- 3.1. In consideration for the grant to the Accreditee of his/her Accreditation, the Accreditee hereby agrees, undertakes and/or acknowledges (as applicable) that:

General

- 3.1.1. the Accreditation is strictly non-transferable and in particular the Accreditation may not be used as a prize or give-away or as part of any competition or promotion or other similar activity;
- 3.1.2. the Accreditation must be worn correctly at all times (with any photo clearly visible – if applicable) and be visible and accessible to be scanned or otherwise checked prior to entry and exit from the Tournament site, and at relevant areas within the Tournament site, at all times;

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- 3.1.3. he/she shall not alter, edit or otherwise amend the Accreditation or make or take any copy of the Accreditation or provide any third party with the Accreditation, any photograph or copy of the Accreditation (whether directly or indirectly by way of social media for example);
- 3.1.4. he/she shall abide by all instructions, orders and directions given to the Accreditee by the Accreditor or any Tournament official, employee or agent and if the Accreditee is at any time unsure whether to comply with such instruction, order or direction he/she must contact the Tournament Representative (see paragraph 6.1 below);
- 3.1.5. to the extent permitted by law, the Accreditee grants (free of charge) to the Accreditor and ATP Tour, Inc. (the **ATP**) the perpetual right to make and use, exhibit and reproduce worldwide at their discretion, the Accreditee's name, voice, biographical material, likeness, image and/or any visual description of the Accreditee made during the Tournament for: (i) promotion and publicity of the Tournament; (ii) information and news in relation to the Tournament; (iii) audio visual coverage and broadcast of the Tournament; and (iv) archive purposes. The Accreditee acknowledges and agrees that such use of his/her name, voice, biographical material, image and/or any visual depiction by the Accreditor or the ATP may be effected by way of any technologies, distribution techniques or media;
- 3.1.6. he/she shall conduct himself/herself and act generally in a manner that will not: (i) bring the Tournament, the ATP (or any of its subsidiaries), the Accreditor or the game of tennis into disrepute; or (ii) otherwise inhibit the enjoyment of any other party in attendance at the Tournament;

Ground Regulations/Access

- 3.1.7. he/she shall comply with the Tournament Ground Regulations which can be found at www.rogerscup.com/conditionsofentry and as attached as Appendix 1 to this Policy;
- 3.1.8. he/she shall directly or indirectly access only those areas of the Tournament site specifically allowed by the Accreditation and necessary for the Accreditee to perform activities directly related to the purpose for which the Accreditation was granted;

Players

- 3.1.9. he/she shall not request autographs, photographs or 'selfies' with any player or member of a player's wider team;
- 3.1.10. he/she shall not photograph or film any player anywhere within the Tournament site without having obtained the player's prior written permission;
- 3.1.11. he/she shall not expressly or impliedly associate any player with any products, services or brands (including, but not limited to, the products, services or brands of the Accreditee's employer);
- 3.1.12. players' press conferences shall be held in press conference rooms, and only authorized accredited media representatives may access the press conference;

Photographs/Filming (General)

- 3.1.13. other than where approved in advance in writing by the Accreditor or as set out in paragraphs 3.1.15 and 3.1.16 below, the Accreditee is strictly forbidden to film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film and/or other audio-visual content captured by any means whatsoever inside the Tournament site (including, without limitation, the competition courts, the practice courts and inside any restricted areas including locker rooms and areas reserved for players) regardless of the means of transmission or media whether now known or in the future (all of such rights, being **Broadcast Rights**), other than to the extent expressly permitted under this Policy;
- 3.1.14. subject to paragraphs 3.1.15 and 3.1.16 below, the Accreditee is in particular prohibited from:
- 3.1.14.1. filming Tournament matches, regardless of the category (e.g. main draw, junior draw, wheelchair tournament, legends trophy) or courts (including competition courts and practice courts);
 - 3.1.14.2. undertaking or facilitating live or delayed broadcast coverage (including, by way of example only, live broadcasting/streaming through platforms such as Periscope or Meerkat) from any location within the Tournament site whatsoever;
 - 3.1.14.3. filming or producing studio or stand up footage within the Tournament site, whether by way of live or delayed broadcast;
 - 3.1.14.4. soliciting and/or filming personal interviews of players;
 - 3.1.14.5. selling footage filmed within the Tournament site;
 - 3.1.14.6. producing a magazine or specific programme relating to the Tournament and containing footage filmed at the Tournament;
 - 3.1.14.7. associating himself/herself with any footage filmed within the Tournament site or with the trademarks, logos or distinctive signs of the Tournament and/or the Accreditor;
 - 3.1.14.8. publishing any photographs or footage captured anywhere on the Tournament site during the Tournament for any purpose, save that this shall not prevent the Accreditee from publishing still photographs from the Tournament on his/her personal social media account(s) for solely non-commercial purposes; and/or
 - 3.1.14.9. associating, directly or indirectly, all or part of photographs, footage or other audio-visual content captured within the Tournament site with any brand and/or name, whether commercial or not, especially as a part of a sponsorship;

Official Broadcast Partners

- 3.1.15. if the Accreditee is working on behalf of a radio, TV or other media channel, network or platform which has acquired or is otherwise in bona fide possession of legally enforceable Broadcasting Rights to the Tournament (an **Official Broadcast Partner**), such Accreditee (an **Official Broadcast Accreditee**) shall be entitled to exercise the Broadcast Rights only to the extent permitted by, and strictly in accordance with, the terms of: (i) the relevant agreement between the owner/licensor of the relevant Broadcast Rights and the Official Broadcast Partner on whose behalf the Accreditee is

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working; and (ii) any other applicable documentation issued to the Accreditee by the Accreditor from time to time in relation to the exercise of those Broadcast Rights. In the event of any conflict or inconsistency between a term in the documentation referred to in (i) and a term of this Policy or the documentation referred to in (ii), the term in the documentation referred to in (i) shall prevail. Further, any such Accreditee agrees (x) not to onward supply, sublicense or otherwise make any scores or related statistical data from the Tournament available to any third party for use not related to the broadcast, and (y) to restrict their use of such scores and data to use on a contemporaneous basis within the live broadcast of any match, any other uses shall be subject to a delay of at least :30 seconds;

News Agencies

- 3.1.16. if the Accreditee is not an Official Broadcast Accreditee but has been granted Accreditation by the Accreditor to in order to provide news, information, data and/or reporting in relation to the Tournament, (any such Accreditee, an **Official News Access Accreditee**), he/she shall be entitled to exercise the Broadcast Rights only to the extent permitted by, and strictly in accordance with, the terms of: (i) the relevant mandatory news access regulations (or similar), if any, prescribed under applicable law in the territory in which the Tournament takes place; and (ii) any other applicable documentation issued to the Accreditee by the Accreditor from time to time in relation to any such news access or reporting. In the event of any conflict or inconsistency between a term in the regulations referred to in (i) and a term of this Policy or the documentation referred to in (ii), the term in the regulations referred to in (i) shall prevail. Further, such Accreditee agrees that he/she will not disseminate, transmit, publish or release from the grounds of the Tournament any live match score or related live statistical data until :30 seconds after the actual occurrence of the incident of match play or action that leads to such live score update (e.g., a point be scored), and that such use shall be solely for news reporting and editorial use;

Assignment of copyright

- 3.1.17. if and to the extent that the Accreditee obtains, acquires or exercises any Broadcast Rights other than as expressly permitted pursuant to paragraphs 3.1.15 or 3.1.16 above, the Accreditee hereby assigns all such Broadcasting Rights (including all intellectual property rights therein), by way of a present assignment of past, present and future rights, to the Accreditor (or its nominee). The Accreditee shall do and execute all such further acts and things as are reasonably required to give full effect to the assignment referred to in this paragraph 3.1.17. All goodwill arising from the Accreditee's use or exploitation of any such Broadcast Rights shall accrue to the Accreditor (or its nominee);

Tournament Website

- 3.1.18. no text, photo and/or audio or video content whatsoever from the Tournament official website www.rogerscup.com or from the Accreditor's or the ATP's official websites shall be reproduced and/or represented, in any manner whatsoever, on any other media without the prior written consent of the Accreditor and/or the ATP;

Data

- 3.1.19. unless approved in advance in writing by the Accreditor or ATP, the Accreditee may not (a) continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data during match play (from the commencement of a match through its conclusion for any commercial, betting or gambling purpose); and (b) film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film and/or other audio-visual content captured by any means whatsoever inside the Tournament site (except as is allowed in the Tournament Accreditation Policy). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media, tournament vendors and tournament staff when used in the performance of their duties.

Gambling

- 3.1.20. he/she shall not engage, whether directly or through an intermediary and regardless of the method (including, without limitation, by way of using online communication techniques) in any form of gambling or betting activity whatsoever including private gambling or between physical persons in connection with the Tournament. Further, the Accreditee shall not communicate to any third party any privileged information within the scope of his or her function and unknown to the public in connection with the Tournament, nor shall the Accreditee communicate to any third party any privileged information acquired within the scope of his or her Accreditation and unknown to the public in connection with the Tournament; and
- 3.1.21. without prejudice to paragraph 3.1.20 above, he/she shall comply with the terms of the Tennis Anti-Corruption Programme (available for download [here](#)).

4. DATA PROTECTION

- 4.1. The Accreditor may use the Accreditee's personal details (including his/her photograph) for the purposes of: assessing a request for Accreditation, administration, marketing and/or vetting/security checking. The Accreditor may also disclose the Accreditee's personal details to its service providers and agents for these purposes and to the ATP/other tournament owners where the Accreditor reasonably believes that the Accreditee poses a risk in relation to the security, staging or commercial rights of other tournaments.
- 4.2. The Accreditor shall comply with applicable laws when processing the Accreditee's personal details as described in paragraph 4.1 above.

5. INDEMNITY AND LIMITATION OF LIABILITY

- 5.1. The Accreditee hereby indemnifies and holds harmless the Accreditor and ATP against any direct loss or damage to the Accreditor or ATP or their employees, officers or agents or arising out of any dispute, proceedings, claim suit or other action brought against the Accreditor or ATP or their employees, officers or agents by any third party resulting from or in any way connected with (i)

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negligence or misconduct of the Accreditee at the Tournament site; or (ii) a breach of this Policy by the Accreditee.

- 5.2. PROVIDED THAT NOTHING IN THIS POLICY SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY OR THEIR AGENTS OR EMPLOYEES, OR IN RESPECT OF ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, NEITHER THE ACCREDITOR NOR ATP SHALL HAVE ANY LIABILITY TO THE ACCREDITEE EITHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF DUTY) OR OTHERWISE FOR ANY LOSS, DAMAGE OR EXPENSE SUFFERED BY THE ACCREDITEE, HOWSOEVER CAUSED.

6. MISCELLANEOUS

- 6.1. The Accreditor nominates its Operations Manager, Greg Jauncey as the representative (the **Tournament Representative**) to whom the Accreditee should direct any queries or complaints in connection with his/her Accreditation or the terms of this Policy.
- 6.2. The Accreditor may alter this Policy at any time in its sole discretion if it reasonably believes that such changes are necessary to protect the legitimate interests of the Accreditor and/or the Tournament, and the Accreditee must comply with the Policy as amended.
- 6.3. If any paragraph in this Policy is rendered void or unenforceable by any court or authority of competent jurisdiction then all other provisions of this Policy will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.
- 6.4. The Accreditation and this Policy shall be governed by the laws of Ontario, Canada and the Accreditor and Accreditee agree that the courts of Ontario, Canada shall have exclusive jurisdiction over any dispute (whether contractual or non-contractual) in relation to this Accreditation Policy.

APPENDIX 1

Ground Regulations

Conditions of Entry to the Grounds – Aviva Centre, 2018 Rogers Cup presented by National Bank

Entry to the Grounds of the Aviva Centre requires a valid ticket, or authorized credential by or on behalf of the 2018 Rogers Cup presented by National Bank, which must be retained at all times and implies acceptance of the following conditions which have been established for the safety and enjoyment of all our visitors and may be amended from time to time:

Security

The 2018 Rogers Cup presented by National Bank reserves the right to limit items which may be brought into the Grounds of Aviva Centre. To access the Grounds, you must pass through security screening involving metal detection and visual inspections, which are designed to prevent prohibited items from entering Aviva Centre. Any bag, container or package will be checked prior to entering the grounds. All persons entering the grounds will be subject to search. Please leave unnecessary items at home or in your vehicle.

Here are a few tips to help the security screening process go more quickly:

- Co-operate with staff at all times and follow their directions.
- Be prepared to empty your pockets and remove metallic items from your persons.
- Be prepared to have your bag inspected.
- You will be asked to pass through a magnetometer (walk through metal detector). Let the security staff know if, for medical reasons, you are not comfortable doing this.

Prohibited Items

The following items are not permitted inside the Grounds and are subject to confiscation:

- Bottles or Cans (Glass or Metal)
- Non-Clear Plastic Bottles
- Glass Containers
- Alcohol
- Aerosol Sunscreen Cans
- Weapons
- Bicycles
- Rollerblades
- Skateboards
- Scooters
- Animals (unless a service animal)
- Noisemaking Devices
- Laser Pointers
- Selfie Sticks

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- Flag Poles
- Tennis Racquets
- Drones
- Monopods
- Tripods
- Self-balancing devices
- Video Cameras or other Recording Devices
- Unauthorized Advertising or Promotional Material
- Any other objects deemed unsatisfactory by the management of Rogers Cup presented by National Bank are strictly prohibited on the grounds.

Allowed Items:

- Clear Plastic Bottles
- Food and water as long as it abides by the above prohibited items list
- Small Personal Coolers
- Laptops, tablets and other handheld electronic devices are allowed on site, however their use within the confines (spectator area) of the tournament match courts is prohibited.
- Cameras are allowed on site as long as the following two rules are followed:
 - No flash photography is allowed while play is in session.
 - The usage of the camera does not interfere with any other guest's enjoyment of the tennis.

Tennis Etiquette

There are some simple rules that apply to all spectators that differentiate Tennis from that of the other major sports. If seated at any court, please remain in your seat until the end of play and only leave your seat during a player changeover. In addition, please refrain from making noise during play. If prompted, please co-operate with any staff and follow their directions.

Data Collection

No ticket holder or spectator may: (a) continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data during match play (from the commencement of a match through its conclusion for any commercial, betting or gambling purpose); and (b) film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film and/or other audio-visual content captured by any means whatsoever inside the Tournament site (except as is allowed in the Tournament Accreditation Policy). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media, tournament vendors and tournament staff when used in the performance of their duties.

Restricted Actions

The following actions are restricted on the Grounds and are subject to ejection:

- Ambush marketing of any kind including unauthorized commercial or promotional activities; attempting to distribute leaflets, pamphlets, non-approved publications, wearable items or premium giveaways; attempting to create an unauthorized brand affinity or presence; and unauthorized selling or possessing items with intent to sell.
- Smoking (including cigarettes, e-cigarettes, hookahs, and chewing tobacco)
- Disruptive or dangerous behavior that disturbs spectators, including public drunkenness, fighting, gambling, spitting and threatening behavior exhibited toward any games spectators, workforce or participants.
- Use of unauthorized radio frequency devices that have not been previously registered and coordinated for use at that venue with Industry Canada.

The 2018 Rogers Cup presented by National Bank reserves the right for its authorized employees, agents, contractors, and police officers to remove from the grounds any person who contravenes the above “Conditions of Entry to the Grounds” and any person whose presence and/or behavior in the grounds could reasonably be construed as dangerous, a nuisance, or annoyance to any other person in the grounds without compensation. As of January 2018.