

## Flora London Marathon 2008

### Media Accreditation

#### I. TERMS AND CONDITIONS

- I.1 The “Event” means the Flora London Marathon. For the purposes of this agreement LM includes any designated contractor employed by The London Marathon Limited to carry out certain obligations. Performance by such contractors of LM’s obligations will be deemed to be performance by LM of such obligations.
- I.2 The “Reserved Areas” means the areas requiring an accreditation to gain access including but not limited to the reserved start and finish areas and any other area to which the public have no access.
- I.3 Any Accredited Party attending the Event agrees that the Event is a public event and the Accredited Party agrees that use may be made, free of charge, of his/her name, voice, image and likeness by means of live or recorded audio/visual broadcast or transmission or recordings, photographs or any current or future technologies
- I.4 **Authorised Licensees of LM and News Access Regulations:** Only accredited representatives of authorised media (who have specifically been licensed by LM for this purpose) may make sound and/or image recordings of the Event in the Restricted Areas. Such authorised media (including television broadcasters, radio broadcasters and new media licensees) should refer to the terms specified in their agreements with LM and other applicable documentation issued to them by LM in relation to the use of sound and image recordings of the Event. To the extent that these Conditions of Accreditation are inconsistent with such agreements, the terms of such agreements shall prevail. **Non-rights holding broadcasters (whether television, radio or new media) together with any media representative accredited for news access must comply with the News Access Regulations of the Event specified by in Annex I of this document. Other than as provided for in Annex I, no other sound or image recordings of the Event are permitted.**
- I.5 **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 written journalistic (editorial) usage within print and online media - which media be disclosed at the time of application. When reporting on the Event the Accredited Party and the principal/publication shall comply with the Media Visual Guidelines in relation to any reference to the title of the Event and/or any of the Event logos. The Media Representative must only use leaderboards and/or statistics for editorial and factual reporting, unless separately agreed in writing in advance with LM. It will be permissible to publish stand-alone detailed times and leaderboards after an embargo of 15 minutes but this must not be represented as ‘live results’. Reports that include ‘live data’ and are part of editorial news content can be published as they become available but must not include elements that could be misconstrued as a ‘live results’ service. The Media Representative may not

(other than as part of a report) reproduce any times, leaderboards, statistics or other information relating to the Event to create live or near-live results coverage or digital reconstruction of any action, either on its/their own behalf or by distribution, sale or licence of such data to any third party. Times, leaderboards and/or statistics relating to the Event (other than as part of a report) may not be provided to mobile telephone operators or any other party involved in mobile telephony services unless separately agreed in writing in advance with LM.

- I.6 LM agrees that all copyright in material created by the Media Representative and/or publisher at/or in connection with the Event will be owned by the Media Representative and/or publisher. All such material may be used for any Editorial Purposes but not for Commercial Purposes. "Editorial Purposes" means use of any content generated by an accredited representative in Reserved Areas in printed newspapers, magazines, books and editorial publications controlled by the principal and any others connected with or that are within the principal's organisation (excluding Commercial Purposes as defined below).
- I.7 Commercial Purposes shall be defined as including, but not limited to:
- I.7.1 promotions or any promotional materials (other than the promotion of editorial coverage of London Marathon 2008 in newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such coverage, or
  - I.7.2 advertising (including advertorials); or
  - I.7.3 merchandising purposes, including all the activities listed in Annex 3 below as well as animations, avatars and invitations; or
  - I.7.4 any use that in any manner that falsely suggests an endorsement by or sponsorship of LM each of which shall be defined as a Commercial Use.

The Accredited Party will not knowingly license, sell or supply any Photographs to any third party who intends to use any Photograph for a Commercial Purpose

- I.8 **Photographers: Permitted Written Press and Internet news-based sites:** Accredited Photographers may only originate still photographic pictures of the Event for Editorial Purposes provided that: (i) They appear as still images (and not as moving images or in any way that could be deemed to emulate broadcast) (ii) images are published in connection with Editorial Purposes only (iii) Images are not used in association with (or positioned or juxtapositioned with) any marks, names or logos of any third party (commercial or otherwise) as to imply an official association where none exists (iv) The Photographer may adjust photographs by reversing and/or cropping the images, manipulating the images as means of telling a story, computerise enhancement and composite layout. Any major or significant alterations must carry a suitably positioned and sized statement, explaining to the reader or viewer that the image has been artificially created. The Accredited Photographer / employer / publisher shall be solely responsible

for obtaining all necessary third party consents in relation to any use of images published.

- I.9 Any proposed use of Event photographs created in the Reserved Areas by an Accredited Party for Commercial Purposes is subject to the prior written approval of LM.
- I.10 The Accredited Photographers must abide by the terms of the Photographers Code of Conduct (see attached Annex 4) Furthermore, no accredited photographer or its principal (or any other party on his/her/its behalf) shall make photographs taken under accredited terms in Reserved Areas available, nor sell, distribute or supply (whether directly or indirectly) such images (other than those that have been published in the newspaper or on the newspaper website in connection with Editorial Purposes) to the general public at any time during or after the Event (e.g. via a photo library) without the prior written permission of LM and subject to such conditions as LM shall determine.
- I.11 **Photographic Media – Photo Agencies:** The general provisions in section 1.9 above also apply to photographers from recognised photographic agencies. For the avoidance of doubt, subject to Annex 3, the provisions under this accreditation do not prevent agencies as accredited parties conducting the business of an agency, including but not limited to exhibiting such pictures on bona fide online photographic agency distribution websites for the purposes of sales/syndication in the normal course of business (this excludes sales to the public via photo libraries without prior consent of LM).
- I.12 **Multi-platform Media:** Accredited Parties are accredited for the purpose/function stated in their application only and must seek written approval from LM in relation to any additional functions. Individuals accredited as print journalists may not engage in audio and/or audio-visual reporting in Reserved Areas except for those attending the Media Centre or similarly designated areas, for television, radio, internet or otherwise, without prior written approval of LM. Any audio or audio/visual broadcasting within the Event is subject to the News Access Regulations in Annex I.
- I.13 **Other considerations:** Each Accredited Party and/or principal shall make available to LM, if requested, for inspection and approval, any equipment capable of capturing any still and/or moving image or making any sound recording. Accredited broadcasters will have to display accreditation marks on their equipment (e.g. camera stickers). 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 challenge, damage, prejudice, undermine and/or in any way devalue the intellectual property rights of LM and/or the commercial programme of the Event and/or which may assist ambush marketing of the Event to take place.
- I.14 References in this Media Form to the Media Representative will, where the Media Representative is a company, be read as references to the Media Representative procuring that its employees or those under its control act in accordance with this Media Form.

## **2. THE MEDIA REPRESENTATIVE AGREES:**

- 2.1 To signify their agreement to this Media Form by clicking the Acceptance box after reading the relevant Terms and Conditions and Media Regulations in the on-line credential form.
- 2.2 That where sponsorship of an accredited internet site featuring LM material is being considered by a publisher, an approach will firstly be made to the official patrons of LM giving them opportunity to sponsor the Event section of such internet site. A list of patrons is attached at Annex 2.
- 2.3 To abide by a formal Code of Conduct a copy of which is attached.
- 2.4 That any rights not specifically granted in this Media Form are reserved by LM. LM reserves the right to refuse entry to the Event or to withhold, suspend or terminate the Media Representative's accreditation. LM also reserves the right to grant or withhold additional specific rights on a case by case basis. In the event of dispute, LM will make every effort to resolve the matter in the first instance with the Media Representative, if he is solely responsible for his accreditation, or with the relevant newspaper or publication being the Media Representative's employer.
- 2.5 To comply with all applicable laws and regulations and, whilst at the Event, with the reasonable directions of LM. For the avoidance of doubt any licences required by the Royal Parks are hereby granted to the accredited representative and any act carried out in accordance with this agreement is not in breach of any by-law.
- 2.6 That provided nothing in this Media Form 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, LM shall have no liability to the Media Representative either in contract, delict (including negligence or breach of duty) or otherwise for any loss, damage or expense suffered by the Media Representative, howsoever caused.

## **3. THE MEDIA REPRESENTATIVE WARRANTS AND UNDERTAKES:**

- 3.1 That where the Media Representative is a company, that company will procure that its employees or those under its control will comply with the terms of the Media Application.
- 3.2 That in order to keep the course safe they will not enter onto the course of the Event except as authorised by LM.

## **4. GENERAL MEDIA PROTOCOL.**

The following regulations are to be followed by all members of the media:

- 4.1 Athletes shall not be interviewed at the Event other than at designated interview points.
- 4.2 In designated areas, Media Representatives must display their passes and media bibs/armbands (if appropriate at all times)

## **5. PRINT MEDIA PROTOCOL**

Media credentials will be issued only to personnel on assignment from recognised and accredited publications, as determined by LM in its sole discretion. Individuals representing multiple interests must agree to be bound by all applicable media regulations.

LM retains exclusive media rights to the Event.

- 5.1 Only personnel with appropriate credentials will be permitted into the Media Centre or other designated areas.
- 5.2 The credentialed person has rights only with respect to print publication media and has no rights with respect to any other media without obtaining the proper and valid credentials for such media.
- 5.3 Audio recording devices and/or video recorders are not permitted within the start and finish areas of the Event unless written permission has been granted from LM.

## **ANNEX I**

### **NEWS ACCESS REGULATIONS FOR MEDIA REPRESENTATIVES OF NON-RIGHTS HOLDERS**

#### **Definitions**

- (i) Venue(s):** The entire premises at which Events will take place encompassing the area inside the barriers and other areas which require an Accreditation to gain access.
- (ii) Event Material:** Any sound or broadcast images created by accredited persons at the Venue during the Event, including, without limitation, any function or competition organised prior to the start of a tournament or following its conclusion.

**No television, radio, internet or other inter-active or electronic media broadcaster other than an official licensed broadcaster appointed by LM may broadcast, transmit and/or stream sound or images or a combination of them anywhere in the world of any LM Event other than what is allowable under these News Access Regulations.**

**These News Access Regulations are subject to applicable national laws and regulations.**

**The Accreditation of any person(s) accredited at the Event may be withdrawn without notice or reason, at the discretion of LM for the purposes of ensuring compliance with these News Access Regulations:**

- 1. Event Material may only be used in regularly scheduled bona fide daily news programmes/bulletins (specifically excluding any magazine, analysis, feature and/or discussion programmes) of which the actual local, regional, national or international current hard news elements constitute the main feature of the programmes. Such programmes may not be positioned or promoted as LM Event programmes.**
- 2. Non-rights holders may not make available or provide Event Material to any third party without the consent of LM.**
- 3. Non-rights holders may not infringe, or facilitate the infringement of, the rights of any party officially associated with the Event and in this regard the non-rights holders may not, without limitation:**
  - a. add any sponsorship, product placement, signs or other commercial credits in, on or around its broadcasts, transmissions and/or streaming of Event Material; and/or**
  - b. enter into any sponsorship agreements for the broadcast, transmission and/or streaming of the Event Material; and/or**
  - c. place any advertising or other commercial message before, during or after the broadcast, transmission or streaming of the Event Material, in such a manner as to imply an association or connection between any third party, or third party's products or services, and the Event Material or the LM and/or**

- d. alter or add to Event Material so as to remove, change or obscure any advertising or other commercial messages appearing in the Event Material e.g. by way of on-course signage.

#### **Television & Internet – rules particular to broadcasters of visual and audio-visual recordings**

4. For television broadcast purposes and for all territories no more than 120 seconds of Event Material may be featured in any single news programme/bulletin per day.
5. Non-rights holding television and internet broadcasters, provided they hold proper Accreditation, will have access, with equipment, to official press conferences held at designated areas at the Event, as well as access to the applicable media centre. Non-rights holders may not originate or broadcast, transmit and/or stream any audio, visual and/or audio visual programming from the course at the Event. Equipment and cameras of non-rights holders are not allowed into the Event Venue for any purpose except recording the press conferences. No recording/filming is allowed at the Venue even after the presentations except in designated areas.
6. Save as set out above non-rights holders shall have no further access within the Venue with equipment, including for the purposes of conducting interviews or otherwise. Where non-rights holders require access to footage for incorporation in their news programmes/bulletins as set out herein they should seek access to the same only from the official broadcaster.

#### **Radio & Internet – rules particular to broadcasters of audio / sound recordings**

7. For all territories no more than two (2) minutes of Event Material may be featured in any single news programme/bulletin per transmission hour.
8. Non-rights holding radio and internet (audio and text) broadcasters may not broadcast live commentary or analogous coverage of the Event, whether on a live or delayed basis, or any other material obtained from within the Venue, including interviews, except with respect to official press conferences or designated areas.
9. Non-rights holding radio and internet (audio and text only) broadcasters provided they hold proper Accreditation, will have access, with equipment, to official Event press conferences as well as access to the applicable media centre. Non-rights holders may not originate or broadcast, transmit or stream any live audio programming from the Venue.

## **Annex 2**

### **LIST OF PATRONS**

Flora  
Adidas  
Vittel  
Timex  
Lucozade  
Renault  
TNT  
Holiday Inn  
Fullers

### **Annex 3**

The Accredited Party and his / her employer / publisher (if any) agree that the Photographs must not be used for any Commercial Purpose whatsoever without the prior written consent of LM or on:

- Any calendar;
- Packaging;
- Collector cards;
- Stickers;
- Pop-up, stand-up or other cards
- Competitions;
- Entertainment videos and films;
- Advertisements;
- Games (including computer games);
- Software.

## **Annex 4**

### **Photographer's Code of Conduct**

All accredited photographers are obligated to comply with this Code of Conduct. In the event of any breach, accreditation may be suspended, revoked and/or cancelled

1. Photographers need a valid accreditation pass. In addition to the accreditation pass, an official London Marathon bib is required to be worn when working in Reserved Areas. The bibs must be worn on the outside of clothing and must be clearly visible at all times.
2. Photographers shall not carry or wear any commercial, political, promotional, advertorial slogans, trademarks, banners and logos on their equipment within view of host broadcaster cameras.
3. Photographers are restricted to the designated photo positions in Reserved Areas and movement to and from these areas. Photos cannot be taken Reserved Areas other than from designated positions.
4. Photographers must remain behind TV cameras at all times.
5. All Photographers must operate behind the advertising boards at all times.
6. Photographers must remain in the designated area during medal ceremonies and not obstruct the TV cameras.
7. Accredited Photographers must comply with all requests of the London Marathon Reserved Areas Manager / Supervisor and any London Marathon official personnel
8. For reasons of privacy, photographs must not be taken of runners whilst they are:-
  - i) receiving medical treatment; or
  - ii) dressing or undressing
9. Accreditation for use of the Finish Gantry is subject to allocated time slots which must be adhered to strictly.