



## HBL PSL 2021 Media Accreditation Terms and Conditions

Media Accreditation is the method of providing access to match/training/press conference venues for all working personnel in a controlled environment so that they can work efficiently and with least disturbance and is strictly reserved for members of the press (print, photo, radio, television, film, news agencies and online media) and not intended for those who sell photographs or images. Accreditations will not be granted to those involved in commercial ventures, unless specifically and expressly approved by PCB in advance.

When reporting on the domestic and international cricket during the 2021-22 season, accredited media personnel should familiarise themselves with the PCB Media Accreditation Terms and Conditions (hereinafter referred to as the 'Terms and Conditions') and the onus shall remain on all journalists and media organisations to ensure that their broadcasting and/or publication of news reports comply with applicable laws.

By completing and submitting their Applications, all Applicants acknowledge and agree that they have read these Terms and Conditions, understood and accepted them, and confirm that they will strictly comply with the provisions thereof in full and at all material times.

All media personnel wishing to access the stadia or any offsite practice sessions MUST wear their accreditation for security reasons, without which they will not be allowed entry into the Venues. The accreditation cards will also be compulsorily required to gain access to any PCB media facilities. All accreditation cards are personal and non-transferable.

Nothing in these Terms and Conditions is intended to be, or shall be, interpreted as undermining editorial independence and/or as restricting or preventing the reasonable exercise of legitimate journalistic activities, including expressions of comments and fair criticism.

### 1. Definitions

Capitalised terms in these Terms and Conditions shall bear the following meanings:

- a) **Accreditation** means the individual and non-transferable licence to access one or more Venues for the Accreditation Period, on and subject to these Terms and Conditions. The Accreditation does not give the Accredited Party a spectator seat.
- b) **Accreditation Card** means the official proof of Accreditation issued by PCB which shall serve to grant the Accredited Party access to the relevant Zone(s) for a specified period.
- c) **Accredited Party** refers to any Applicant granted Accreditation.
- d) **Accreditation Period** means the duration for which the accreditation has been granted, which can vary from complete domestic season to event-based.
- e) **Application** shall mean the application for Accreditation.
- f) **Applicant** means any person applying for Accreditation.

- g) Commercial Partner(s)** refer to any official sponsor, partner, broadcaster, licensee and/or any other party which has been granted a commercial association with the PCB, PSL and/or the relevant Event (as applicable).
- h) Event Material** shall mean all audio, visual, audio-visual, text, data, statistical (including scores) or other information relating in any manner whatsoever to the Event(s) and/or any Match.
- i) Match** means any official cricket match part of the Event (including a warm up match) to be played as part of the Event.
- j) PCB Officials** mean and include PCB employees and consultants; BOG members; and coaches, cricketers and support staff contracted with the PCB.
- k) Permitted Broadcast and Publications** mean and include:
  - i. audio, visual and audio-visual programmes aired on TV or the internet;
  - ii. newspapers, magazines and newspaper or magazine supplements or other printed editorial (and strictly non-commercial) publications, including those distributed by Media; and
  - iii. any digital version of such newspapers, magazines and newspaper or magazine supplements or other printed editorial (and strictly non-commercial) publications, including those distributed by Media, including any news agencies or supplied by news agencies to editorial subscribers.
- l) Venue** means the entire premises at which a Match or Event will take place encompassing the area inside the perimeter fence and other Zones to which an Accreditation Card is required to gain access, as well as the immediate vicinity of such areas.
- m) Venue Regulations** refer to the security protocols and the public order and safety conditions of admission at each Venue where a Match is being hosted/organized as may be amended from time to time.
- n) Website** means and refers to the official PCB and PSL websites.
- o) Zone(s)** mean the pre-defined area(s) within a Venue where access shall be limited to those holding the applicable Accreditation Card.

## **2. Accreditation Usage**

- a) PCB shall issue Accreditation Cards bearing photographic identity of the Accredited Party, which shall neither be transferable nor assignable to any other person and must be displayed and visible at all times inside the Venue(s). If requested by PCB, the Accredited Party shall produce additional documents for the purposes of identification.
- b) The Accreditation Card is personal to the Applicant and may not be tampered with, loaned, sold, duplicated or reproduced in any manner.
- c) The Accreditation Card shall remain the property of PCB at all times and must be returned immediately if so requested by PCB. Lost or stolen credentials should be reported to the PCB Media Managers at the earliest opportunity and PCB shall, at its sole discretion, decide whether or not a new Accreditation Card will be issued.

- d) PCB reserves the right to revoke Accreditations on account of unprofessional behaviour or conduct by the Accredited Party and take into consideration any past incidence of unprofessional behaviour/conduct at the time of the issuance of the accreditations
- e) All Applicants and Accredited Parties confirm and agree to:
  - i. comply strictly with these Terms and Conditions;
  - ii. adhere to and act in accordance with any and all directions/instructions issued by PCB in relation to a particular Event, including but not limited to the areas inside and the times during which the Venue(s) may be accessed; and
  - iii. comply with in full and abide by any and all security protocols issued/advised by PCB at a particular Venue.

### **3. Grant of Request for Accreditation**

- a) Submission of an Application does not guarantee approval or access to the Venues.
- b) The PCB may grant or reject the request for Accreditation in its absolute discretion and, if granted, may impose such further terms and conditions as it sees fit. Once granted, the PCB may revoke Accreditation at any time in its absolute discretion without providing reasons and without being liable to compensate the Applicant, Accredited Party, their employer or any other person or entity.
- c) The PCB, or its representative, may ask an Applicant or Accredited Party to substantiate the work being undertaken at the Event (and/or any Match) by requesting the Applicant or Accredited Party to provide evidence of their work and/or if the Accredited Party is a freelancer, evidence of the assignments secured by him/her in relation to the Event (on relevant company letterhead). If requested, this evidence must be provided as soon as is practicable and in any event by no later than forty-eight (48) hours after the initial request. Should this material not be provided, the PCB may withdraw or refuse Accreditation.

### **4. Supporting Letter**

To be considered for Accreditation, the Applicant must provide a letter from his/her employer, client or commissioning editor in support of his/her application for Accreditation. This letter must contain the contact details, including email address and telephone number, of the editor of the Permitted Publication concerned. Where necessary, the PCB may contact relevant government departments and/or the editor to confirm support of the application and may request additional information as it deems necessary for the purposes of evaluating the Applicant's application for Accreditation.

### **5. Covid-19 immunization certificate**

To ensure the health and safety of the working journalists and all those at the venues, the Covid-19 vaccination certification is mandatory to attain accreditation for events during the 2021-22 season. (This will apply to the entire 2021-22 domestic and international cricket season or for access to a PCB venues and events at any time.

With the pandemic affecting every aspect of life, the Covid-19 has had a grave impact on cricket and the sport's coverage. In line with its duty of care policy not only towards its staff but all the stakeholders – including the media – the PCB devised Covid-19 standard operating procedures, which will keep on evolving with the changing nature of the pandemic.

These SOPs will be communicated to the media prior to the season and events.

## **6. Code of Conduct for Accredited Parties**

- a) All Accredited Parties are expected to conduct themselves in a professional manner in their interaction and have due regard for the dignity, privacy and integrity of all individuals they engage with at the Venues during the Events.
- b) Media personnel having been granted the requisite Accreditation for the Event shall ensure that no media coverage shall impede the flow of the Event and agree to conduct themselves in a manner that will not cause offence to, or otherwise inhibit the enjoyment of all other parties/individuals in attendance.
- c) All PCB accredited media should treat PCB officials and staff with due courtesy and consideration and agree to conduct themselves in a manner that will not bring the Event, the PCB, players and management, commercial partners or the game of cricket in disrepute or ridicule.
- d) Any Accredited Party will be refused entry and/or have their accreditation revoked if noticeably under the influence of alcohol, narcotics or any other behaviour-modifying substance, or to any person behaving or likely to behave violently, harmfully or in a manner contrary to public order.
- e) All media members/Accredited Parties must acknowledge that they shall abide by the terms of the PCB Anti-Racism Code, ICC Anti-Discrimination Policy and PCB Covid-19 Regulations (available for review on the website).
- f) Without prejudice to the foregoing, any conduct by the Accredited Party (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person (including without limitation, any player and player support personnel, match official, staff member, fellow journalist or other spectator) on the basis of their race, sex, religion, culture, colour, descent, nationality, or ethnic origin will result in his/her accreditation being withdrawn, his/her ejection from the venue/event and possible further actions available under this document and applicable law including criminal prosecution, identification in the way of being photographed and/or being captured by video camera and a life-ban being imposed on the accredited party.

*NOTE: All the terms mentioned above also strictly apply to permitted broadcast and publications (explanation below) and social media accounts of all PCB registered and accredited media when making any posts/tweets/comments etc. about any PCB staff member, players, umpires or officials in the manner referred to above.*

*In addition, all accredited parties are expected to not to indulge into acts which are deemed as personal attacks and/or character assassination of a PCB official.*

*Any use of indecent language when making any posts/tweets/comments etc. about any PCB staff member, players, umpires or officials as explained above can also result in accreditation withdrawal/revocation/non-issuance and initiation of legal action.*

- g) Media persons may also be ejected from a venue or/and have their accreditation withdrawn if they are reasonably believed to be a source of danger, nuisance, or annoyance or who may otherwise give rise to concerns in relation to the safety and security arrangements for a Match or who is behaving in any way that is or could reasonably be construed as provocative, discriminatory, offensive, indecent or threatening (whether to the life or safety of himself/herself or any other person(s)).

## **7. Anti-Corruption**

- a) The Applicant acknowledges that PCB has policies and procedures in place to eradicate conduct of a corrupt nature, which is prejudicial to the interests of the game of cricket. By completing the application for Accreditation, Applicants and Accredited Parties agree that any information which they receive as a result of obtaining an Accreditation shall be for the sole purpose of media reporting or conducting other legitimate Event business.
- b) The information obtained whilst in the possession of an Accreditation Card shall not be used or disclosed by an Accredited Party for the purposes of obtaining financial gain or the creation or collection of data, whether directly or indirectly, for the purpose of gambling, betting, gaming or any other form of financial speculation.
- c) The Accredited Party shall NOT:
  - i. use any electronic device to engage in any online betting or gambling activities in relation to the result, progress, conduct or any other aspect of any Match, including but not limited to ball-by-ball spread and/or the use of betting exchanges nor facilitate in any manner whatsoever the conduct of any form of betting or gambling whether within or outside the Venue by any third party; or
  - ii. offer to any third party any bribe or other reward to fix or to contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Match.
- d) Each Accredited Party shall report any suspicious betting or other potentially corrupt activity of which he/she becomes aware whilst present at any Venue as soon as reasonably practicable to PCB Anti-Corruption contact number +923000705622, +923211234501 or by email to pcbacsu@pcb.com.pk

## **8. Sound and Image Recordings**

- a) PCB reserves the right to restrict access to any audio or video recording device at any time without prior notice.
- b) Except as permitted in accordance with the terms of the Accreditation below, each Applicant and Accredited Party is prohibited from:
  - i. recording, broadcasting or transmitting or assisting any person to record, broadcast or transmit, by any means whatsoever (including, without limitation, radio, television, over the internet or by way of mobile telephone or other mobile device, modem or other form of technology), any moving images, sounds (including, without limitation, commentary), data, results, scores or commentary of or concerning any of the Matches, or the Venues, attendees or any activity at any Match (including in particular any audio-visual recordings of on-field Match action on social media), except with the express prior written consent of PCB. *This paragraph is not intended to prevent the distribution of data, results, scores or textual commentary distributed or published as part of news services for editorial use only or to prevent audio only or text coverage of post-match media conferences via any form of media;*
  - ii. selling, licensing, distributing or otherwise publishing, disseminating or reproducing for a commercial purpose, whether in whole or in part, any recordings taken or made inside a venue (including, without limitation, photographs, video recordings or sound recordings), except with the express prior written consent of PCB; and/or
  - iii. creating or developing data or statistics for any purposes other than for bona fide news reporting purposes.

- c) Continuous ball-by-ball updates (whether live, deferred or delayed) for transmission via the radio, the internet or via any form of mobile device (including, without limitation, mobile telephones) or other related devices from within any Venue are strictly prohibited. The PCB may in its sole discretion revoke the Accreditation of any Accredited Party and/or their employer offering and/or undertaking the same off-tube from outside any Venue.
- d) Applicants, Accredited Parties and their employers (if any) acknowledge and agree that all commercial rights in respect of the Event (or any Match) are (as between the parties) the property of the PCB.
- e) Applicants, Accredited Parties and their employers may only use trademarks, logos, emblems and/or marks associated with the Event strictly in accordance with the guidelines issued by the PCB, unless otherwise expressly permitted in writing by the PCB.
- f) Accredited Parties shall not use tickets, passes or Accreditations for the Event in any manner or engage (either by themselves or with any third party) in any marketing, promotional or any other activities associated with the Event which could result in themselves or any third party or third party's products, being associated with the Event, except with the express prior written approval of the PCB.

## **8. Non-rights holding television**

- a) On Match days:
  - i) The Applicant acknowledges and agrees that he/she shall NOT be entitled to record audio-visual footage himself/herself within any venue during Match days unless specifically approved by the PCB. This, consequently, means non-rights holding television camera operators will NOT be allowed access inside the Venue on Match days.
  - ii) Recording equipment will NOT be allowed inside the venue as no recording or filming is permitted on match days, including after the conclusion of the day's play or match.
  - iii) To facilitate non-rights holding television, the PCB will film and post day's play or Match media conferences in broadcast quality and provide unedited clips for usage.
- b) On non-Match days:
  - i) The Applicant shall be entitled to record audio-visual footage himself/herself within any Venue. This includes training, player interviews and pre-Match media conferences.
  - ii) Non-rights holding television camera operators will be accredited for non-Match day activities that will allow them access inside the venue.

## **9. Non-rights holding digital text**

The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into a Venue for the sole purpose of reporting on the internet a description of the status and/or outcome of the Match or other newsworthy occurrences; provided always that such reporting is limited to text and/or still photos only (but not audio), is for editorial (and strictly non-commercial) purposes only, and does not constitute continuous consecutive ball-by-ball commentary (whether live, deferred or delayed).

Local media working group(s) will decide on the social media reporters/YouTubers' media accreditation request. Those accredited for match-days, will be accommodated in the overflow area. If there is no provision for overflows, the social media reporters/YouTubers will be accommodated in the press boxes but will not be allocated prime seats.

## **10. Non-rights holding photographers**

- a) The PCB reserves the right to appoint official photographers for any match. Such photographers shall be granted preferential rights in respect of positioning in Zones.
- b) The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into any Venue for the sole purpose of taking photographs inside the Venues for editorial purposes.
- c) Subject only to paragraph below the Applicant, Accredited Party and their employer (if any) must not (either together or separately):
  - i. sell, assign, transfer or license the copyright in photographs taken at any venue(s) other than to another media organisation (and then always on the strict condition that such media organisation undertakes to only use the photographs for editorial purposes and undertakes not to sell-on or sublicense the copyright in such photographs, which condition shall be strictly enforced by the Accredited Party and their employer); and/or
  - ii. publish, disseminate or reproduce such photographs other than for editorial purposes (such as publication in the news section of a newspaper).
- d) Nothing in the paragraph above is intended to or will be used to preclude news agency and newspaper syndication distribution in the normal course of business including sale of material to third parties for non-commercial use

## **11. Event nomenclature**

The correct event name is HBL Pakistan Super League 2021 or HBL PSL 2021. Media houses are requested to use correct event nomenclature in texts, headlines and bulletins. Failure to use correct event nomenclature can jeopardise your event accreditation.

## **12. Print media**

The Applicant and his/her employer (if any) acknowledge and agree that Accreditation will enable the Accredited Party to gain entry into any Venue for the sole purpose of reporting in permitted publications a description of the status and/or outcome of the Match.

## **13. Digital Content**

- a) All Digital Content is the exclusive intellectual property of PCB and, unless expressly provided otherwise, no right, title or interest in or to any of the Digital Content is transferred, granted or licensed to any person/entity by access of the same.
- b) All Digital Content is for editorial and non-commercial use only. No person/entity may use the Digital Content for any commercial purpose whatsoever without PCB's express prior written consent.
- c) An Accredited Party may only retweet/share PCB's Digital Content on social media/media platforms and ensure that PCB is accorded credit.
- d) A person/entity may not reproduce, distribute, modify, create derivative works from any video(s) and/or archive video(s) (for example highlights, press conferences, interviews, training sessions, studio shows, behind the scenes and other digital content) or host/transmit any of the Digital Content by uploading natively on any social media/media platforms and/or websites.

- e) A person/entity may not use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text of the Digital Content.
- f) A person/entity must not delete or alter any copyright, trademark or other proprietary logo shared as part of the Digital Content and/or insert any other logo or trademark as part of the footage/Digital Content.
- g) When using still images, which are only shared with the media for editorial purposes, copyright credit must be accorded to PCB.
- h) Any violation of these Terms and Conditions, in addition to appropriate legal/regulatory action, may also result in the Digital Content being automatically taken down without any advance notice and such strike-out will not be revoked.
- i) PCB reserves the right to monitor use of its intellectual property and Digital Content in order to determine compliance with these Terms and Conditions and take any or all appropriate measures to protect and police its intellectual property rights.

#### **14. Specific accreditation terms**

- a) No television, radio, internet or other interactive or electronic media broadcaster other than an official licensed broadcaster appointed by the PCB or its media partner may broadcast, transmit and/or stream sound or images or a combination of them anywhere in the world of the Event, including, without limitation, any event/function organised prior to the commencement of the matches, any media conference, interviews, training sessions, warm-up matches and competitive matches, the opening ceremony, any post-match presentations and the closing ceremony, and/or other events/functions which are organised under the auspices of the PCB, save as expressly permitted under these Accreditation Terms and Conditions or any applicable laws.
- b) 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.
- c) Non-rights holders may not make available or provide Event Material to any third party without the prior written consent of the PCB.
- d) 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:
  - o 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
  - o enter into any sponsorship agreements for the broadcast, transmission and/or streaming of the Event Material.
- e) Save as set out above, non-rights holders shall have no further access within any venue with equipment, including, without limitation, for the purposes of conducting interviews, attending media conferences or otherwise on match days.
- f) Non-rights holders may not broadcast ball-by-ball commentary or analogous coverage of the Event, whether on a live or delayed basis, or any other material obtained from within the venue on match days, including interviews.
- g) Non-rights holders may not originate or broadcast, transmit or stream any audio programming from a Venue.



## **15. Consequences of Breach of Accreditation Terms and Conditions:**

Any Accredited Party whose actions are inconsistent with, or whose Accreditation Card has not been obtained in accordance with, these Accreditation Terms and Conditions may be expelled from a Venue and/or Zone which they have accessed and the relevant Accreditation Card may be confiscated.

Where PCB has reasonable grounds to believe that an Accredited Party has not strictly complied with these Accreditation Terms and Conditions, the Accreditation Card of such Accredited Party may be confiscated and rendered suspended. The matter then shall be referred to a committee to be constituted by the PCB at its discretion (the "Committee").

The Committee shall determine whether the accreditation will be re-granted or will remain suspended for a specific period or revoked for that event or complete season.

If the provisions of these Terms and Conditions are violated, the Committee may Suo Moto take Notice or may, upon the application/complaint of any PCB Official, individual, person or body, issue a Notice to the Accredited Party, with a copy to their parent organisation against whom a violation is alleged. The said Accredited Party shall, in all circumstances, be provided an opportunity of at least 48 hours to respond to such Notice in writing. In the event no response is received within the stipulated deadline, the Committee may in their discretion proceed on an ex parte basis. If the PCB's Committee is not reasonably satisfied with the explanation provided by the Accredited Party, they shall afford an opportunity of personal hearing to the Accredited Party to determine whether a violation of the Terms and Conditions has occurred. In the event the said Accredited Party fails to attend such personal hearing without justification, PCB's Committee may in their discretion proceed on an ex parte basis. Pursuant to the conclusion of the personal hearing, the PCB's Committee shall make a determination in writing, copy of which shall be provided to the Accredited Party.

The PCB reserves the right to pursue all of their legal rights and remedies against any Accredited Party in breach of these Accreditation Terms and Conditions at their sole discretion.

## **16. Dispute Resolution**

Media personnel can contest the decision of the committee and/or any dispute arising out of these PCB Media Accreditation Terms and Conditions by following the process set out under Clause 37 of the PCB Constitution, which is available on the PCB corporate website.