

FOOTAGE REQUEST TERMS AND CONDITIONS

Last updated on 7 May 2018.

1. APPLICATION

These terms and conditions (“**Terms**”) apply to all Requests for Footage received by the Australian Football League (ACN 004 155 211) (“**AFL**”, “**We**” or “**Us**”) from you (“**You**”). These Terms are available on the AFL website and AFL reserves the right to change these Terms at any time, effective upon the posting of modified Terms on the AFL website.

These Terms and any documents referred to in them, including Requests, Quotes and Invoices, together form a binding agreement between You and Us (“**Agreement**”) that binds You from the earlier of (a) Your acceptance of a Quote from Us (including electronic acceptance); or (b) the time that We provide You with any Footage.

You acknowledge and warrant that You have understood these Terms and have the legal power to act on behalf of any person or entity for whom You are acting. If You are agreeing to these Terms as an individual, “You” refers to You individually. If You are agreeing to these Terms as a representative of an entity, “You” refers to that entity and You represent and warrant that You have the authority to bind that entity.

2. FOOTAGE REQUEST PROCESS

- a. **Register:** Register for access to Footage via Brandzone under the “New Footage Request” section. We will notify You within one business day whether Your registration has been successful.
- b. **Request:** Login to Brandzone and submit a valid Request online. Your Request must have each mandatory field filled in (marked with an asterisk). Please be advised that if We consider the information provided in Your Request to be incomplete or insufficient, We may reject it.
- c. **Quote:** We will process Your Request and notify You via email as to what the applicable Rights Fee and Production Fee is (calculated pursuant to item 4, below). This may take up to seven days. Your acceptance of the Quote should be made via return email.
- d. **Dispatch:** After we receive Your acceptance of the Quote, Your Footage will be dispatched. Standard footage dispatch time is up to one calendar week, noting that Requests for dispatch of Footage to interstate or overseas may take longer. Footage will be dispatched in an agreed digital format (or as specified in the Quote). Please note, if You have requested Creative Services from Us in addition to Footage, the AFL Video

Production Terms and Conditions apply.

- e. **Invoice:** We will invoice You for the Footage. If You are an AFL corporate partner, the total amount owing may be deducted from Your Media Allowance and any shortfall will be invoiced to You directly.

Approval: You must upload a copy of any completed Materials You produce using the Footage to Brandzone so that We can ensure the Footage has been used correctly, check for third party conflict and to determine whether or not player approval needs to be sought (in accordance with item 3 of these Terms). We will confirm this to you in writing. Confirmation may take up to seven working days.

3. RIGHTS IN RELATION TO FOOTAGE

Licence for Use: AFL owns the Footage and grants You a non-exclusive licence to use it for the Purpose (“**Licence**”) for the period specified in the Quote (“**Term**”). You have the right to use any part of the Footage for the Term, but only for the Purpose and at all times subject to the AFL’s approval of completed Materials containing any Footage pursuant to step (f) in item 2 of these Terms. If You wish to use Footage for any other purpose or for a period exceeding the Term, You must seek AFL’s permission in writing prior to expiry of the Term. Approval of such further usage is at the sole discretion of the AFL and may attract an additional Rights Fees.

Usage Standards: Your use of the Footage is subject to the reasonable directions of the AFL. You must not use Footage in any context which would accentuate violence, breaches of the Rules of Play or promote Australian Football as other than a family orientated spectator sport. You must not use Footage in any context which could in any way be detrimental to the image of the AFL or the game of Australian Football, or in any context which prejudices the reputation of the AFL or the playing of Australian Football or otherwise reflects unfavourably upon the AFL, any sponsor or official licensee of the AFL, or any player competing in the AFL Competition.

Internet Usage: No Footage is to be utilised on any website other than the AFL website without the written approval of the AFL. Without limiting any other provision of this Agreement, You must submit all Materials which You request to use on the internet for approval through Brandzone. Any clearance provided by AFL for use of the Footage on the internet is on the strict condition that this clearance is for broadcast or download of the full Material containing the Footage only and not for the broadcast or download of the Footage itself in isolation.

Ownership and Commercialisation: Copyright in all AFL Footage at all times remains with the AFL. You

must not commercialise any Footage without the AFL's express written consent.

Approval: In supplying the Footage (in accordance with step (d) at item 2 of these Terms), AFL gives no warranty and makes no representation that it has obtained the consent of the players featured in such Footage for the use of their image. All necessary consents from the player will be sought by Us from the player or his/her authorised representative once You upload Your completed Materials to Brandzone (in accordance with step (f) at item 2 of these Terms). You are not permitted to use any Footage contained in the completed Materials until such time as the AFL has approved the completed Materials You have uploaded to Brandzone. Any alterations to the audio or vision in the completed Materials will be considered new Material and will require renewed approval from the AFL.

4. FEES AND PAYMENT

Rights Fee: Your use of Footage attracts a Rights Fee, which we will determine and notify to You via Our Quote before we Dispatch the Footage to You. If You are an AFL corporate partner, the Rights Fee may be deducted from Your Media Allowance, with any difference invoiced to You directly.

Production Fee: We will charge You a Production Fee for compiling the Footage. If You are an AFL corporate partner, the Production Fee may be deducted from Your Media Allowance, with any difference invoiced to You directly.

Change in Scope: You acknowledge that if the scope of Your Footage Request changes after We have provided You with Our Quote, including any increase in the production hours required for Us to compile Your Footage, We may revise Your Quote and charge You additional Production Fees and / or Rights Fees, as applicable.

Payment terms: You agree to pay all Fees in accordance with these Terms and any Quote. If no payment terms are specified in a Quote, the Fees must be paid within 30 days from the date of Your receipt of a valid tax invoice from Us. Except as expressly provided in these Terms or in any Quote and to the extent permitted by law, all Fees and any other amounts paid or payable under these Terms or any Quote are non-refundable, non-cancellable and not subject to any credits.

No set off: Except as expressly provided in these Terms or in any Quote, all amounts payable under these Terms must be paid in full without set-off, deduction or other withholding of any amount. Should You be required by any law or regulation to make any deduction on account of tax or otherwise on any sum payable under these Terms, the sum payable will be increased by the amount of such tax to ensure that

We receive a sum equal to amount to be paid under these Terms.

Sales tax: If any sales tax, value added tax or goods and services tax ("**Sales Tax**") is payable on any supply made under these Terms by Us to You, You must pay the amount of the Sales Tax, subject to receipt of a valid tax invoice.

5. LIABILITY

Breach: If You breach any requirement of the Agreement, AFL may immediately terminate the Agreement, in which case You must immediately cease using the Footage and You are not entitled to a refund of any fees paid or owing, or to any compensation.

Liability Cap: To the extent permitted by law, AFL's cumulative liability to You in respect of all claims made by You under or in connection with these Terms, whether arising out of breach of contract, negligence or any other tort, misrepresentation, under statute or otherwise, will not exceed in the aggregate the amount paid by You to Us for the Footage in the 12 months immediately preceding the claim. In these Terms, "claim" means claim, cause of action, suit, proceedings, judgment, debt, fine, penalty, damage, loss, cost, expense or liability of any kind.

No Consequential Loss Liability: In no event shall either party have any liability to the other party for any lost profits or revenues, loss of data, loss arising from interruption to business, loss of goodwill or for any indirect, special, incidental, consequential or punitive damages however caused, whether in contract, tort, misrepresentation or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages.

6. PRIVACY

The AFL collects personal information about You when You provide Requests and other material to Us for the purpose of dispatching the Footage to You. This information may include Your name, email address and location data. We will not disclose Your personal information to third parties without Your consent except to the extent necessary to complete Your Request as contemplated by these Terms. AFL's Privacy Policy contains information on how You can access personal information that is held by AFL and seek correction of such information. If You would like to make a complaint about a breach of the Australian Privacy Principles please contact AFL's Privacy Officer at privacy@afl.com.au.

7. GENERAL

Notices: Notices (including Your instructions to Us) under these Terms may be delivered by hand, by mail or electronic communication to the addresses specified in a Quote and/or Your Request.

Disclaimer: Except as expressly provided herein, neither party makes any representations, warranties, conditions or guarantees of any kind in relation to the Footage, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied representations, warranties, conditions and guarantees including any representations, warranties, conditions or guarantees of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

Governing Law: This Agreement and its formation is governed by and must be construed in accordance with the laws of Victoria and the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Agreement.

8. DEFINITIONS

AFL Competition means any Australian Football competition conducted by the AFL.

AFL Content means images, footage and recordings of AFL grounds, AFL matches or associated match day events.

Brandzone means the cloud-based media production management, resource planning, scheduling and accounting software system called "Brandzone" via which You submit Requests to Us:

www.aflbrandzone.com.au.

Creative Services means any creative services that We provide You which may include filming, editing and production.

Fees means the Rights Fee and Production Fee.

Footage means footage and/or images containing AFL Content and/or images of AFL players and/or AFL matches that the AFL may licence to You the rights to use.

Intellectual Property means all rights in or to any patent, invention, copyright, work, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.

Materials means programs, works or other materials You produce incorporating the Footage.

Media Allowance means the amount of media spend You are entitled to under Your Partnership Agreement if You are an AFL corporate partner.

Partnership Agreement means the partnership agreement between You and the AFL which sets out the applicable Media Allowance You are entitled to, if You are an AFL corporate partner.

Production Fee means Our professional fees for responding to Your Request as set out in Our Quote and calculated based on Our Rate Card.

Purpose means the program(s) or other purposes for which You have requested the Footage, as set out in Your Request and/or Our Quote.

Quote means the written quote for the works and the services that We provide to You in response to a Request submitted by You.

Rate Card means the document setting out the rates applicable to Our processing of Your Request.

Request means the electronic application form You submit to Us via Brandzone to request Footage.

Rights Fee means vision royalties payable for the use of Footage, calculated based on Our Rate Card and, if You are an AFL corporate partner, in accordance with the terms of Your Partnership Agreement with Us.