



CONTENT ACCREDITATION (SPONSOR, SUPPLIER & CLIENT) RULES FOR THE 2019 MELBOURNE CUP CARNIVAL

The Victoria Racing Club (**VRC**) welcomes sponsors, suppliers and clients to its four day 2019 Melbourne Cup Carnival comprising of AAMI Victoria Derby Day (Saturday 2 November), Lexus Melbourne Cup Day (Tuesday 5 November), Kennedy Oaks Day (Thursday 7 November) and Seppelt Wines Stakes Day (Saturday 9 November) at Flemington Racecourse (together, the **Carnival**).

It is a condition of entry that all sponsors, suppliers and clients, and their representatives, who wish to record audio, audio-visual footage, visual footage, or take still images either themselves directly or via the engagement of third parties at the Carnival are accredited through the VRC's content accreditation process (Sponsor, Supplier and Client), which is managed by Wrights (**Accredited Media**).

All Accredited Media are bound by the following:

- the [Ticketing and Conditions of Entry for Flemington Racecourse](#) (**Course Conditions**); and
- these Content Accreditation (Sponsor, Supplier and Client) Rules (**Content Rules**).

Any Accredited Media not adhering to the Course Conditions or these Content Rules may have its, his or her access to Flemington Racecourse revoked for the remainder of the Carnival.

Content accreditation applications for the Carnival must be submitted online by **Friday, 20 September 2019**. Applications received following this date may not be processed.

CONTENT ACCREDITATION RULES (SPONSOR, SUPPLIER & CLIENT)

A. Definitions

Access Package means a right to access the relevant part of the racetrack to create visual or audio-visual content and which is granted by Network 10.

Accredited Camera means any broadcast standard audio-visual camera and does not include a personal camera or any camera that is incorporated into a mobile phone or tablet.

Approved Organisation means, in relation to Accredited Media, an organisation approved by VRC specified in the letter of authority form detailing proposed content to be captured provided as part of the application for content/media accreditation at the Carnival.

Birdcage means the hospitality and entertainment area on course at Flemington Racecourse during the Carnival designated by VRC as 'The Birdcage' and identified on the map attached at Annexure A.

Birdcage Access Package means an Access Package for the Birdcage.

Carnival Raceday means each of AAMI Victoria Derby Day (Saturday, 2 November, 2019), Lexus Melbourne Cup Day (Tuesday, 5 November, 2019), Kennedy Oaks Day (Thursday, 7 November, 2019) and Seppelt Wines Stakes Day (Saturday, 9 November, 2019).

Commercial Package means any advertising (including television commercial advertisements or any in-broadcast advertising, sponsorships, promotional mechanisms and mentions) with Network 10 or an affiliate during the Carnival.

Media Accreditation Pass means a colour-coded lanyard and card indicating that Accredited Media's areas of permitted access.

Media Non Rights Holder means any person not granted media or sponsorship rights by VRC that is in the business of transmitting audio and/or visual material by television, a video on demand service, print, online, mobile, radio any other form of physical and tangible media now known or



hereafter developed or electronic files, but does not include the VRC or its production partner, Network 10 (or its related entities), Racing.com or any Other Media Rights Holder.

Members' Enclosure means the facilities within the Course that are accessible only by Members and their guests.

Mounting Yard means the area on course at Flemington Racecourse designated by VRC as the 'Mounting Yard' and identified on the map attached at Annexure A.

News means the reporting of news in regularly scheduled News Program or Public Affairs Program, or for the purpose of promoting the Carnival.

Non Rights Holders means Media Non Rights Holders and Supplier Non Rights Holders.

News Program means a regularly scheduled daily news program for which the actual news of the day constitutes the main feature. News programs cannot be positioned or promoted as Carnival programs or special features.

Other Areas means areas of the racecourse other than the Birdcage and the Mounting Yard.

Other Areas Access Package means an Access Package for the Other Areas.

Other Media Rights Holders means any person granted rights by VRC from time to time to transmit, reproduce, access, use or otherwise exploit audio and/or visual coverage of a racemeeting.

Public Affairs Program means a regularly scheduled television program, of which the actual news element constitutes one of the main features and which, for the avoidance of doubt, does not include news updates and includes programs currently trading as "Sunrise", "Today" and "A Current Affair". These programs cannot be positioned or promoted as Carnival programs.

Racing Coverage means audio-visual coverage of any of the following at Flemington Racecourse on any day during the Carnival:

- a. thoroughbred horse racing;
- b. jockeys weighing in, interviews with jockeys, strappers, trainers, horse owners and officials but not any press conference;
- c. awarding of race prizes and trophies and associated speeches by jockeys, strappers, trainers, horse owners and officials;
- d. steward protest hearings (where any such hearing is open to the public) and declaration of correct weight for the races;
- e. horses which have or will compete in a race (including horses in their stalls, in any pre-parade ring, on their way to or from the Mounting Yard, in the Mounting Yard, on their way from the Mounting Yard to the racecourse and horses otherwise on the racecourse before or after races, horses behind the barriers, horses entering the barriers, horses in the barriers, and horses taking part in exhibition gallops);
- f. the singing of the national anthem prior to the start of any race;
- g. coverage from the betting ring at the racetrack; and
- h. of any activity within the Mounting Yard (unless otherwise agreed by VRC).

Supplier Non Rights Holder means any sponsor, supplier, service provider or corporate client of VRC that has not been granted content or media rights by VRC and is not a Media Non Rights Holder.

VRC Media Unit means VRC Head of Media & PR Emily Morris (e.morris@vrc.net.au or 0438 700 297) and VRC Corporate Communications Manager Alexandra Factor (a.factor@vrc.net.au or 0412 149 669).

Works means any film, audio and/or video recording, audio and/or video broadcast, still picture or photograph or any other image in or of, or taken at, Flemington Racecourse or of the Carnival.



B. REQUIREMENTS FOR ALL ACCREDITED MEDIA

General

1. Each Approved Organisation is responsible for briefing each person representing the outlet on the Course Conditions and Media Accreditation Rules in advance of working at the Carnival.
2. All Accredited Media will be given a Media Accreditation Pass and all photographers and camera operators will also be given a coloured vest that corresponds with their permitted access prior to raceday. Media Accreditation Passes (and any coloured vest if required) must visibly be worn by the Accredited Media at all times whilst on course.
3. Media Accreditation Passes are personalised and non-transferable.
4. All content/media accreditation applicants are required to complete and return the “letter of authority”, the form of which is provided as part of the application for content/media accreditation, which authorises them to act on behalf of an Approved Organisation.
5. Accredited Media must not cause or permit any Work, or part thereof, to be broadcast, published or used other than in a program or publication nominated in the application form. Sponsors and suppliers may be asked to supply an *Intention of Works* document, outlining the coverage they anticipate to generate and story angles they anticipate taking.
6. No Accredited Media (other than Network 10, VRC and its production partner) will be permitted to sell, licence or otherwise deal with any Work taken during the Carnival, except with the written approval of the VRC Media Unit.
7. Access to Flemington Racecourse and specific areas including the VRC Members’ Reserve is at the VRC’s discretion.
8. Content/Media accreditation does not provide access to marquees in the Birdcage. These are invitation-only areas managed by third parties.
9. Accreditation and access will only be granted to outlets at all times at VRC’s sole discretion.
10. Filming and photography in the Members’ Enclosure is only permitted on the Members’ Lawn and not from within the Members’ Grandstands, including The Club Stand, without receiving prior approval from the VRC Media Unit.
11. Filming of individual wagers is not permitted.
12. Accredited Media must adhere to the dress codes set out by the VRC [here](#).
13. Non Rights Holder video camera operators must wear the corresponding vest at all times and will be provided with the appropriate vest prior to raceday.

C. BROADCAST MEDIA

General

14. This section applies to all Accredited Media filming, broadcasting, publishing or otherwise communicating audio or moving footage across television, a video on demand service, print, online, mobile, radio any other form of physical and tangible media now known or hereafter developed or electronic files.
15. Network 10 is VRC’s exclusive free-to-air telecaster for the Carnival and holds the exclusive rights to broadcast the Carnival on television in Australia, which includes first access to the winning connections of all races. Network 10 works with industry television network Racing.com to deliver race footage, pre-race and post-race talent interviews. All Accredited Media working at the Carnival must comply with Network 10’s reasonable directions.
16. **No other entity may film, broadcast, publish or otherwise communicate any part of the Carnival on any of the four racedays at or from Flemington Racecourse, except as permitted by these Content Rules or as otherwise authorised by the VRC.**



17. **Non Rights Holders of any nature, including any individual staff members from accredited Non Rights Holders, are not permitted to telecast live, or imply it is broadcasting live, whether with Accredited Cameras or otherwise, from Flemington Racecourse (including live crosses and any live streaming from a digital or social platform) on a Carnival Raceday at any time from 12.01am (AEDT) until 11.59pm (AEDT) on each of those racedays, except at VRC's discretion.**
18. The use of microphones or any link vans and technical equipment that would enable a live telecast or feed to be made of or from the Carnival must be pre-approved by the VRC. The VRC has the right to confiscate any equipment that has not been given prior approval and to remove all media accreditation privileges, revoking access of Accredited Media to Flemington Racecourse for the remainder of the Carnival.
19. Non Rights Holders are permitted no more than two small crews (consisting of no more than one camera person, one audio person, one journalist, one producer and two talent) at Flemington Racecourse at any time, with access managed by the VRC Media Unit.
20. All Non Rights Holders and camera crews must be off course (and have exited Flemington Racecourse) within 30 minutes after the last race at Flemington Racecourse on each race day of the Carnival, except with the prior written consent of VRC on AAMI Victoria Derby Day.

Racing Coverage

21. No entity or person other than Network 10, VRC and its production partner will be permitted to record any Racing Coverage.

Race broadcast (audio only)

22. No entity or person other than those with the written consent of VRC will be permitted to record or broadcast any sounds or audio coverage of any thoroughbred horse race at Flemington Racecourse on any day during the Carnival.

D. NON-RACING COVERAGE - BIRDCAGE

23. This part applies to all sounds, vision and images taken in the Birdcage during the Carnival.
24. No Accredited Media (other than Network 10, VRC and its production partner) will be permitted to bring in Accredited Cameras into the Birdcage on a raceday other than:
 - a) Persons approved by Network 10 and VRC.
 - b) VRC sponsors who have acquired a Commercial Package, provided that they may only transmit any audio-visual or visual recordings made by them in the Birdcage using Accredited Cameras no earlier than 30 minutes after making the recording or such earlier time as approved by Network 10;
 - c) VRC sponsors who have acquired a Birdcage Access Package, provided that they may only transmit any audio-visual or visual recordings made by them in the Birdcage using Accredited Cameras no earlier than one hour after making the recording or such earlier time as approved by Network 10;
 - d) VRC sponsors who do not acquire any Commercial Package or a Birdcage Access Package but who have been approved by Network 10, provided that, if Network 10 approves the VRC sponsor, they may only transmit any audio-visual or visual recordings made by them in the Birdcage using Accredited Cameras after the conclusion of Network 10 free-to-air telecast for the relevant raceday or such earlier time as approved by Network 10; and
 - e) Non Rights Holders who are not otherwise using the relevant recording to report News, provided that they may only transmit any audio-visual or visual recordings made by them in the Birdcage using Accredited Cameras no earlier than midnight on the relevant raceday; provided that,



- i. before using the audio-visual or visual recordings made in the Birdcage using the Accredited Cameras, the person making the recordings uses reasonable endeavours to provide a copy of the recording to Network TEN for use by Network TEN; and
- ii. except in the case of VRC sponsors, any use of the vision created in the Birdcage using an Accredited Camera must only be used on the Accredited Media's properties (being a property that is owned or operated by the entity (for clarity, for the purpose of this clause, a social media handle that is solely branded by the entity is a property operated by the entity

E. NON-RACING COVERAGE – OTHER AREAS

25. This part applies to all sounds, vision and images taken in the Other Areas during the Carnival other than Racing Coverage.
26. No Accredited Media (other than Network 10, VRC and its production partner) will be permitted to bring in Accredited Cameras into the Other Areas on a raceday other than:

- a) Persons approved by Network 10 and VRC.
- b) VRC sponsors who have acquired Commercial Package, provided that they may only transmit any audio-visual or visual recordings made by them in the Other Areas using Accredited Cameras no earlier than 30 minutes after making the recording or such earlier time as approved by Network 10;
- c) VRC sponsors who have acquired an Other Areas Access Package, provided that they may only transmit any audio-visual or visual recordings made by them in the Other Areas using Accredited Cameras no earlier than one hour after making the recording or such earlier time as approved by Network 10;
- d) VRC sponsors who do not acquire any Commercial Package or an Other Areas Access Package but who have been approved by Network 10, provided that, if Network 10 approves the VRC sponsor, they may only transmit any audio-visual or visual recordings made by them in the Other Areas using Accredited Cameras after the conclusion of Network 10's free-to-air telecast for the relevant raceday or such earlier time as approved by Network 10; and
- e) Non Rights Holders who are not otherwise using the relevant recording to report News, provided that they may only transmit any audio-visual or visual recordings made by them in the Other Areas using Accredited Cameras no earlier than midnight on the relevant Carnival Raceday;

provided that,

- i. before using the audio-visual or visual recordings made at Flemington Racecourse using the Accredited Cameras, the person making the recordings uses reasonable endeavours to provide a copy of the recording to Network 10 for use by Network 10; and
- ii. except in the case of VRC sponsors, any use of the vision created at Flemington Racecourse using an Accredited Camera must only be used on the Accredited Media's properties (being a property that is owned or operated by the entity (for clarity, for the purpose of this clause, a social media handle that is solely branded by the entity is a property operated by the entity)) for a period no longer than 30 days post the Melbourne Cup Carnival unless agreed otherwise with VRC in writing.

F. ACCREDITED MEDIA CAPTURING, PUBLISHING OR SELLING PHOTOGRAPHY OR VIDEOGRAPHY

27. Content/Media accreditation may be granted to photographers capturing images for editorial purposes only, except where expressly agreed by separate contract with VRC.



28. Accredited Media must respect raceday patrons at all times and be considerate when gaining photographic position.
29. Photographers and videographers who receive content/media accreditation (**Accredited Party**) must not take or make any Works during the Carnival period, except where such Works are created for the purpose of publication, broadcast or use for editorial purposes, as follows:
 - a) in a program or publication that is as advised by the relevant Approved Organisation for that Accredited Party; or
 - b) by any media outlet that is a print, broadcast or online subscriber to an approved newswire service provider.
30. The VRC has made a significant investment in the intellectual property of the Melbourne Cup, Melbourne Cup Carnival, the Victoria Racing Club, Flemington and associated brands. It is the VRC's intention to continue to protect and enforce its intellectual property rights. Accredited Parties must not infringe any of VRC's intellectual property rights.
31. Any sponsors, suppliers, clients or other individuals working at the Carnival that wish to deliver non-racing photography for commercial (non-editorial) purposes should apply to the Media Accreditation Unit [Contact mediaaccred@vrc.net.au or 03 8378 0770] and such application will be assessed and a response provided. If an application is successful, any images obtained as a result of this application must only be used for the commercial purposes approved by the VRC.
32. *Commercial Videography* - Any sponsors, suppliers clients or individuals working at the Carnival that wish to deliver videography for commercial (non-editorial) purposes should apply to VRC, Contact David Campbell: 0402 825 740 / d.campbell@vrc.net.au and such application will be assessed and a response provided. If an application is successful, any footage obtained as a result of this application must only be used for the commercial purposes approved by the VRC.

G. MOUNTING YARD ACCESS

33. All Non Rights Holder staff, including sponsor and supplier photographers and videographers are not permitted in the Mounting Yard.
34. All Accredited Media must remain behind the allocated media barriers before and after each race and follow the directions of VRC's officials and security personnel.
35. Except with the permission of stewards, phone calls must not be made on mobile telephones from the Mounting Yard or scales areas.

H. NON-RACEDAY MEDIA ACCESS

36. On any day during the Carnival on which a race meeting is not being held no person other than Network 10, VRC and its production partner will be permitted to bring Accredited Cameras into the Birdcage without the prior approval of Network 10.
37. All sponsor or supplier requests for access to Flemington during the Flemington Event Lockdown Period, being Monday, 28 October – Wednesday, 13 November 2019, or on any day during the Carnival on which a race meeting is not being held should be directed to the VRC's Media Unit via Emily Morris, Head of Media and Public Relations – e.morris@vrc.net.au, +61 (0) 438 700 297 or Alexandra Factor, VRC Corporate Communications Manager a.factor@vrc.net.au, +61 (0) 412 149 669 and require individual sign off for access to the Flemington Racecourse grounds.
38. While the VRC will endeavour to facilitate media access, requests made in advance are more likely to be accommodated. Please note, not all areas of Flemington are always accessible and access is at the discretion of VRC.

