

MEDIA ACCREDITATION RULES

2021 MELBOURNE CUP CARNIVAL

The Victoria Racing Club (**VRC**) welcomes media outlets to its four day 2021 Melbourne Cup Carnival comprising of Penfolds Victoria Derby Day (Saturday 30 October), Lexus Melbourne Cup Day (Tuesday 2 November), Kennedy Oaks Day (Thursday 4 November) and Mackinnon Stakes Day (Saturday 6 November) at Flemington Racecourse (together, the **Carnival**).

It is a condition of entry to Flemington Racecourse and/or access to the VRC Carnival Hub (as defined below) that all working media outlets and their representatives working on covering the Carnival are accredited through the VRC's media accreditation process, which is managed by Wrights. Unfortunately, due to the current circumstances relating to COVID-19, VRC may not be able to host the usual number of media on course for the Carnival (or any at all). Accordingly, VRC will also be providing outlets and individuals with access to an online hub of exclusive content from across the week with updates in real time, schedules of events, contact lists, transcripts, access to photo galleries, access to virtual media conferences and much more (**VRC Carnival Hub**).

All accredited media outlets and each representative either accessing the VRC Carnival Hub or working on course at the Carnival (**Accredited Media**) are bound by these Media Accreditation Rules, which comprise the On-Course Media Accreditation Rules (Part A) and the Online Media Accreditation Rules (Part B). Where Accredited Media:

- are permitted entry to Flemington Racecourse, they are bound by the On-Course Media Accreditation Rules, found at Part A; and
- access the VRC Carnival Hub, they are bound by the Online Media Accreditation Rules, found at Part B.

For the avoidance of doubt, Accredited Media may therefore be bound by both Parts A and B of these Media Accreditation Rules.

Accredited Media accessing Flemington Racecourse, who are bound by the On-Course Media Accreditation Rules, acknowledge and agree that:

- in accordance with section B of the On-Course Media Accreditation Rules, VRC will publish on the VRC media accreditation site on a date prior to the commencement of the Carnival, the Supplementary On-Course Rules;
- the Supplementary On-Course Rules are expressly incorporated into the On-Course Media Accreditation Rules and therefore bind relevant Accredited Media; and
- the Supplementary On-Course Rules will impose additional restrictions on Accredited Media in relation to matters such as (but not limited to) course access, movement within prescribed zones, entry conditions and COVIDSafe requirements.

Any Accredited Media not adhering to these Media Accreditation Rules may have their access to one or both (as applicable) Flemington Racecourse and/or the VRC Carnival Hub revoked for the remainder of the Carnival.

Media accreditation applications for the VRC Carnival Hub must be submitted online by 15 October 2021. Applications received following this date may not be processed.

PART A: ON-COURSE MEDIA ACCREDITATION RULES

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 Medium means, in relation to Accredited Media, a publication (print or online), radio or television program created, published or broadcast by that Accredited Media outlet (as specified on the Accredited Media's application form), and which publication or program is specified in the letter of authority form provided as part of the application for 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 Penfolds Victoria Derby Day (Saturday 30 October 2021), Lexus Melbourne Cup Day (Tuesday 2 November 2021), Kennedy Oaks Day (Thursday 4 November 2021) and Mackinnon Stakes Day (Saturday 6 November 2021).

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 (including for the purpose of promoting the Carnival) in regularly scheduled News Program or Public Affairs Program.

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 Carnival Raceday.

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 supplier or service provider of VRC that has not been granted media rights by VRC and is not a Media Non Rights Holder.

VRC Media Unit means VRC Senior Manager Media & PR Emily Morris (e.morris@vrc.net.au or 0438 700 297) and VRC Corporate Communications Manager Rachel Jones (r.jones@vrc.net.au or 0402 082 663).

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. SUPPLEMENTARY ON-COURSE RULES

1. Accredited Media acknowledge and agree that due to circumstances relating to the COVID-19 pandemic, the VRC is not (as at the date of publishing these On-Course Media Accreditation Rules) in a position to document applicable on-course rules, procedures and requirements.
2. VRC will, prior to the commencement of the Carnival, publish Supplementary On-Course Rules that outline the rules, procedures and requirements applicable to Accredited Media on-course at Flemington Racecourse.
3. Accredited Media acknowledge and agree that the Supplementary On-Course Rules may delete, replace or amend any provisions within these On-Course Media Accreditation Rules and Accredited Media release VRC from and against all liability for or in respect of any claims the Accredited Media have or would have had arising out of the Supplementary On-Course Rules and any resulting changes to these On-Course Media Accreditation Rules.
4. The Supplementary On-Course Rules are expressly incorporated into these On-Course Media Accreditation Rules and apply to all Accredited Media bound by these On-Course Media Accreditation Rules.

C. REQUIREMENTS FOR ALL ACCREDITED MEDIA

General

5. Each Accredited Media outlet is responsible for briefing each person representing the outlet on the Course Conditions and Media Accreditation

Rules in advance of working at the Carnival.

6. 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.
7. Media Accreditation Passes are personalised and non-transferable.
8. All 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 media accreditation, which authorises them to act on behalf of their media outlet, or the media outlet they are contracted by.
9. Accredited Media (excluding newswire service providers) must not cause or permit any Work, or part thereof, to be broadcast, published or used other than in a program or publication which is an Approved Medium for the Accredited Media outlet that created the Work. Media outlets may be asked to supply an Intention of Works document, outlining the coverage they anticipate to generate and story angles they anticipate taking.
10. 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.
11. Access to Flemington Racecourse and specific areas including the VRC Members' Reserve is at the VRC's discretion.
12. Media accreditation does not provide access to marquees in the Birdcage. These are invitation-only areas managed by third parties.
13. Outside of the VRC's official media partners, priority accreditation and access will be granted to outlets with a high audience reach or circulation and media which are required to file frequently but will at all times be at VRC's discretion.

14. 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.
 15. Filming of individual wagers is not permitted.
 16. Accredited Media must adhere to the dress codes set out by the VRC here.
 17. 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.
 18. All media outlets and individuals are invited to liaise directly with VRC's Media Unit to request pre-recorded or stand-up interviews with talent during the Carnival period. Reasonable efforts will be made to meet your request for an interview outside of the Mounting Yard, subject to the first priority of Network 10 and Racing.com, and the availability of talent. Please contact Rachel Jones of the VRC Media Unit on +61 (0) 402 082 663 or r.jones@vrc.net.au.
 19. While the VRC acknowledges the changing media landscape and will endeavour to service all requests for media accreditation access for the Carnival, availability of accreditation is capped at the number of personnel specified in the Supplementary On-Course Rules for the duration of the Carnival.
- television network Racing.com to deliver race footage, pre-race and post-race talent interviews. Accredited Media working at the Carnival must comply with Network 10's reasonable directions.
22. Macquarie Media holds privileges within the AM radio category and have first right (within its category) to raceday talent including, but not limited to winning race connections, Myer Fashions on your Front Lawn competitors, winners or judges and guest talent on any raceday of the Carnival.
 23. Nova, MMM and ARN have exclusive rights to broadcast on FM radio in areas to be specified in the Supplementary On-Course Rules.
 24. No other entity may film, broadcast, publish or otherwise communicate any part of the Carnival on any of the four Carnival Racedays at or from Flemington Racecourse, except as permitted by these Media Accreditation Rules or as otherwise authorised by the VRC.
 25. 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.

D. BROADCAST MEDIA

General

20. 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.
21. Network 10 is VRC's exclusive free-to-air telecaster for the Carnival and holds the exclusive rights to broadcast the Carnival on live television in Australia, which includes first access to the winning connections of all races. Network 10 works with industry
26. 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.
27. Television network link equipment, including but not limited to television link vans and portable link equipment, will not be permitted inside the grounds of Flemington Racecourse at any time on a Carnival Raceday

without the prior approval of the VRC Media Unit.

28. The parking of television link vans will not be permitted on Epsom Road, Smithfield Road, Fisher Parade or Leonard Crescent. These restrictions will be patrolled and enforced by Victoria Police.
29. Non Rights Holders and Other Media 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.
30. News media partner, News Corp, can exercise its right to communicate content, under its agreement with VRC, through its various online platforms including the Herald Sun website provided such content does not include live vision of any nature from Flemington Racecourse at any time until the completion of Network 10's live telecast on each raceday the Carnival.
31. 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 Penfolds Victoria Derby Day.

Racing Coverage

32. No entity or person other than Network 10, VRC and its production partner will be permitted to record any Racing Coverage. Network 10 will make the Racing Coverage available to Media Non Rights Holders.
33. Racing Coverage provided by Network 10 may only be used for News reporting purposes in regularly scheduled news updates and News Programs and must not be live.
34. Any Racing Coverage must only show the first 200 metres and/or the last 400 metres of each race.
35. All Racing Coverage must clearly display Network 10's watermark, which is not to be distorted or altered in any fashion.

36. The duration of Racing Coverage used in any one News Program should be consistent with the usual fair dealing exceptions under copyright laws, but in any case shall not exceed a total of more than two minutes or include advertising on a split screen (or otherwise).

Race broadcast (audio)

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

E. NON-RACING COVERAGE – BIRDCAGE

38. This part applies to all sounds, vision and images taken in the Birdcage during the Carnival
39. 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:
 - i. Persons approved by Network 10 and VRC.
 - j. Other Media Rights Holders provided that the transmission of the audio-visual or visual recordings made by them in the Birdcage using Accredited Cameras is for the purposes of reporting News.
 - k. Media Non Rights Holders provided that:
 - i. the transmission of the audio-visual or visual recordings made by them in the Birdcage using Accredited Cameras for the purposes of reporting News will not occur until after the conclusion of Network 10's free-to-air telecast for the relevant raceday; or
 - ii. prior to the conclusion of Network 10's free-to-air telecast, such Media Non Rights Holder must use Network 10's free-to-air telecast dirty feed of non-Racing Coverage made in the Birdcage for the purposes of reporting News;
 - l. Other Media Rights Holders 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;
- m. Other Media Rights Holders who have not acquired a Birdcage Access Package and 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 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
 - n. 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 Carnival 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 10 for use by Network 10; 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)).

F. NON-RACING COVERAGE – OTHER AREAS

- 40. This part applies to all sounds, vision and images taken in the Other Areas during the Carnival other than Racing Coverage.
- 41. 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. Other Media Rights Holders provided that the transmission of the audio-visual or visual recordings made by them in the Other Areas using Accredited Cameras is for the purposes of reporting News.
- c. Media Non Rights Holders provided that:
 - i. the transmission of the audio-visual or visual recordings made by them in the Other Areas using Accredited Cameras for the purposes of reporting News will not occur until after the conclusion of Network 10's free-to-air telecast for the relevant raceday; or
 - ii. prior to the conclusion of Network 10's free-to-air telecast, such Media Non Rights Holder must use Network 10's free-to-air telecast dirty feed of non-Racing Coverage made in the Other Areas for the purposes of reporting News;
- d. Other Media Rights Holders 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;
- e. Other Media Rights Holders who have not acquired an Other Areas Access Package and 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 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
- f. 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)).

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

42. Media accreditation may be granted to photographers capturing images for editorial purposes only, except by separate contract with VRC.
43. Any Non Rights Holder filming or capturing audio or any moving footage must ensure it complies with Section B of these Media Accreditation Rules.
44. Accredited Media must respect raceday patrons at all times and be considerate when gaining photographic position.
45. Photographers and videographers who receive 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 an Approved Medium for that Accredited Party; or
 - b. by any media outlet that is a print, broadcast or online subscriber to an approved newswire service provider.
46. A newswire service provider must use all reasonable endeavours to ensure that its subscribers only use the Works for editorial purposes in a publication (print or online) or television program

created, published or broadcast by that subscriber's media outlets.

47. 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.
48. Commercial Photography – Any media outlets, or individuals, working at the Carnival that wish to deliver photography for commercial (non-editorial) purposes should apply to Racing Photos, Racing Victoria (Contact Hannah Greasley: 03 9258 4354) and such application will be assessed and a response provided.
49. Commercial Videography – Any media outlets, 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.

H. ONLINE MEDIA

50. This section applies to any media outlet that reports, blogs, films, broadcasts, publishes or otherwise communicates stories, photography, audio and/or moving footage across any online media or channel, including social media.
51. Media accreditation for online media is intended for professional, stand-alone online editorial and News coverage only. It is not to be used for any other purposes, including but not limited to public relations, promotional, commercial or entertainment use.
52. Any Non Rights Holder filming or capturing any moving footage or photography communicated by an online outlet must ensure they comply with Sections B and F of these Media Accreditation Rules.

53. Online media may be subject to providing proof of coverage and editorial support of previous Carnivals or similar events hosted by VRC. It is anticipated that all accredited online media would leverage their editorial content with social media activity, in the lead up to and during the Carnival. Online applicants will be asked to provide audited traffic figures for their website before being granted accreditation.

I. MOUNTING YARD ACCESS

54. The Mounting Yard at Flemington Racecourse is an area specifically designed to accommodate horses, trainers, jockeys, connections and VRC officials. Media access is limited and designed to enable racing coverage. For the safety and security of all parties in the Mounting Yard, it is important that media granted access to this area abide by all applicable rules.

55. There is to be no Accredited Cameras, video reporters or video journalists other than from rightsholder broadcasters Network 10, Racing.com and VRC's production partner in the Mounting Yard at any time. All members of the crews of Accredited Media, including cameras, must remain outside the Mounting Yard and refrain from filming into the area at all times. Racing.com has priority over all networks other than Network 10.

56. There is to be no recording equipment, reporters or journalists from radio broadcasters other than from rightsholder broadcasters in the Mounting Yard at any time.

57. It is a condition of access to the Mounting Yard or areas adjacent to the racetrack that you organise and complete a Flemington safety induction prior to raceday. All requests for inductions and safety enquiries should be directed to the VRC's Work Health and Safety Manager Mike Cheadle via the Flemington Racecourse Operations Office, on +61 (0)3 8378 0888. There will be limited spaces available for inductions on raceday mornings.

58. Network 10, as the VRC's exclusive free-to-air telecaster for the Carnival, has first access to winning

connections post-race. Accredited Media working in the Mounting Yard must comply with Network 10's reasonable directions.

59. Industry television network Racing.com has secondary access to post-race winning connections following Network 10.

60. Macquarie Media has priority over other AM radio stations for pre-race and post-race interviews with talent in the Mounting Yard. This will be managed at the VRC Media Unit's discretion.

61. All photographers accredited with access to the Mounting Yard must wear their Media Accreditation Pass and corresponding vest at all times.

62. Camera operators from Network 10, Racing.com or those filming on their behalf with access to the Mounting Yard must wear their Media Accreditation Pass and the corresponding vest at all times.

63. 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.

64. Except with the permission of stewards, phone calls must not be made on mobile telephones from the Mounting Yard or scales areas.

J. NON-RACEDAY MEDIA ACCESS

65. 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.

66. All media requests for access to Flemington during the Flemington Event Lockdown Period, being the period specified in the Supplementary On-Course Rules, 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, Senior Manager Media and Public Relations – e.morris@vrc.net.au, +61 (0) 438 700 297 or Rachel Jones, VRC Corporate Communications Manager r.jones@vrc.net.au, +61 (0) 402 082 663 and require individual sign off for

access to the Flemington Racecourse grounds.

67. 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.

K. TRACKWORK MEDIA ACCESS

68. All media wishing to access the Flemington Racecourse for trackwork at any time of the year, excluding specific VRC media trackwork events, must have completed the VRC's media safety induction. Please liaise directly with the VRC's Work Health and Safety Manager Mike Cheadle on +61 (0) 3 8378 0888 to ensure that the appropriate induction is completed prior to your intended visit.

PART B: ONLINE MEDIA ACCREDITATION RULES

A. DEFINITIONS

Approved Medium means, in relation to Accredited Media, a publication (print or online), radio or television program created, published or broadcast by that Accredited Media outlet (as specified on the Accredited Media's application form), and which publication or program is specified in the letter of authority form provided as part of the application for media accreditation at the Carnival.

Material means all information, video, audio, artwork, graphics, text, copy, data, software, advertisements and other material included on the VRC Carnival Hub.

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

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.

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.

Work/s 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. GENERAL

1. Each Accredited Media outlet is responsible for briefing each person representing the outlet on the Media Accreditation Rules in advance of working on the Carnival.
2. Any log-in credentials to the VRC Carnival Hub are personalised, non-transferable and must be kept confidential.
3. Accredited Media (excluding newswire service providers) must not cause or permit any Work, or part thereof, to be broadcast, published or used other than in a program or publication which is an Approved Medium for the Accredited Media outlet that created the

Work. Media outlets may be asked to supply an *Intention of Works* document, outlining the coverage they anticipate to generate and story angles they anticipate taking.

4. No Accredited Media 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.

C. DIGITAL MEDIA

6. The VRC Carnival Hub is owned and operated by VRC.
7. Accredited Media may be required to create an account in order to access material on the VRC Carnival Hub. Any personal information supplied to VRC in the registration process (such as names and email addresses) will be used and disclosed in accordance with VRC's Privacy Policy.
8. Access to the VRC Carnival Hub is intended for professional, stand-alone online editorial and News coverage only. It is not to be used for any other purposes, including but not limited to public relations, promotional, commercial or entertainment use.
9. Material may be reproduced, distributed, downloaded, uploaded, modified, copied, adapted or communicated to the public in whole or in part for editorial purposes only and only in accordance with directions given by VRC and/or third party owners.
10. All Material is VRC's or the relevant third party owner's copyright material. All Material is protected in Australia by the Copyright Act 1968 and by applicable legislation in other jurisdictions. All rights not expressly granted by these Media Accreditation Rules are reserved.
11. Accredited Media agree not to disrupt, modify or interfere with the VRC Carnival Hub or its associated software, hardware and/or servers in any way, and agree not to impede or interfere with others' use of the VRC Carnival Hub. Accredited Media agree not to alter or tamper with any information or materials on, or associated with, the VRC Carnival Hub.
12. Accredited Media must not:
 - a. modify any Material without VRC's written

- permission;
- b. remove any copyright, trade mark or other proprietary notices from the Material;
 - c. directly or indirectly charge or obtain other consideration for others for accessing, viewing or listening to any Material, or attempt to commercialise or exploit the Material in any way; or
 - d. engage in any activity which could mislead or deceive a person into believing that the Material is from a source other than the VRC Carnival Hub, including embedding, deep-linking or framing the Material without VRC's consent.
13. The VRC Carnival Hub will be provided on an "as is" and "as available" basis. VRC makes no claims and makes no representations as to the content or suitability of the information on the VRC Carnival Hub or for any other purpose.
 14. VRC has the right to suspend, and/or terminate access to any part of the VRC Carnival Hub, for any reason (including a breach of these Rules), or may prevent use of the VRC Carnival Hub with or without notice. Accredited Media do not have any rights in the VRC Carnival Hub and VRC has no liability to if the VRC Carnival Hub are discontinued or access to it is terminated.
 15. Network 10 is VRC's exclusive free-to-air telecaster for the Carnival and holds the exclusive rights to broadcast the Carnival on live 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. Accredited Media working at the Carnival must comply with Network 10's reasonable directions.
 16. Nine Radio holds privileges within the AM radio category and have first right (within its category) to raceday talent including, but not limited to winning race connections, Myer Fashions on the Field competitors, winners or judges and guest talent on any raceday of the Carnival.
 17. No other entity may film, broadcast, publish or otherwise communicate any part of the Carnival on any of the four Carnival Racedays at or from Flemington Racecourse, except as permitted by these Media Accreditation Rules or as otherwise authorised by the VRC.
 18. 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.
 19. News media partner, News Corp, can exercise its right to communicate content, under its agreement with VRC, through its various online platforms including the Herald Sun website provided such content does not include live vision of any nature from Flemington Racecourse at any time until the completion of Network 10's live telecast on each Raceday of the Carnival.
 20. For any questions or queries in relation to the VRC Carnival Hub, please contact Nicolette on nstathopoulos@wrights.com.au or 0405 270 910.
 21. No entity or person other than Network 10, VRC and its production partner will be permitted to record any Racing Coverage. Network 10 will make the Racing Coverage available to Media Non Rights Holders.
 22. Racing Coverage provided by Network 10 may only be used for News reporting purposes in regularly scheduled news updates and News Programs and must not be live.
 23. Any Racing Coverage must only show the first 200 metres and/or the last 400 metres of each race.
 24. All Racing Coverage must clearly display Network 10's watermark, which is not to be distorted or altered in any fashion.
 25. The duration of Racing Coverage used in any one News Program should be consistent with the usual fair dealing exceptions under copyright laws, but in any case shall not exceed a total of more than two minutes or include advertising on a split screen (or otherwise).
 26. No entity or person other than those with the written consent of VRC will be permitted to record or broadcast any audio-only coverage of any thoroughbred horse race at Flemington Racecourse on any day during the Carnival.