



ROLEX MONTE-CARLO MASTERS

PRINCIPAUTÉ DE MONACO
8-16 AVRIL 2023

MEDIA ACCREDITATION POLICY

I. SCOPE

The present media accreditation policy shall be binding (i) on any journalist, whether Print journalist or Broadcast journalist, (ii) any Photographer, and (iii) any member of a TV technical crew, irrespective of her/his nationality or professional status, who has been issued a temporary or permanent accreditation (collectively, the “**Accredited Media representative**”) by the SMETT, with a view to cover the 2023 Rolex Monte-Carlo Masters, an « ATP Masters 1000 Tournament » (hereinafter the “**Tournament**”), whether on her/his own account, on behalf of an employer, or on behalf of any company whom the Accredited Media Representative is working with in relation to her/his activity (collectively, the “**Media**”), in whatever form, in respect of the Tournament. This media accreditation policy supersedes and replaces from the date of its signature any prior agreement, understanding, arrangement, representation or document, whether written or oral, entered into between the SMETT and the Accredited Media Representative or agreed by the Accredited Media Representative, with respect to the subject matter of this media accreditation policy, and in particular the documents entitled “Rules for use of pictures and sounds collected” and “Regulations for TV crews Accreditation” available on the Internet site: www.montecarlorolexmasters.mc.

II. TERM OF VALIDITY

The present media accreditation policy shall come into effect and be binding from the time of issuance to the Accredited Media Representative of its 2023 Rolex Monte-Carlo Masters accreditation till:

- *For temporary accreditations*: the end of the day or the expiration of the term set out on the accreditation;
- *For permanent accreditations*: the end of the Tournament.

III. TERMS AND CONDITIONS

Signing the present media accreditation policy shall constitute full acceptance by the Accredited Media Representative of the terms and conditions hereof. The maintenance of the accreditation given to the Accredited Media Representative is subject to the Accredited Media Representative, her/his employer and/or the Media, strictly complying with each of the following conditions and obligations:

1. *Inalienability* | Accreditations are non-transferable and must be visibly worn at all times inside the Monte-Carlo Country Club.
2. *Official name of the Tournament* | The Accredited Media Representative undertakes, within the scope of its official activities, to use at all times the official name of the Tournament (“Rolex Monte-Carlo Masters”), to the exclusion of any other denomination.
3. *Filming video content* | **The Accredited Media Representative understands and agrees that, unless approved in advance in writing by the SMETT, it is strictly forbidden to film and/or broadcast end/or to offer to the public, on a live or on a delayed basis, in whole or in part, whether on a free basis or subject to payment, any sound recording and/or motion pictures captured by any means whatsoever inside the Monte-Carlo Country Club venue (especially on the competition courts and inside any restricted areas including locker rooms and areas reserved for players) for any type of public access and this regardless of the means of transmission (Internet, radio, television, mobile phones, data storage accessories or any other current or future media). This prohibition includes, but is not limited to, any recording within the Monte-Carlo Country Club venue, any broadcasting and/or provision and/or incorporation of motion pictures and/or sound recordings captured inside the Monte-Carlo Country Club venue (especially on the competition courts and inside any restricted areas including locker rooms and areas reserved for players) on any User Generated Content (UGC) website platform, in any digital media as well as in any audio-visual**



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output or work. | In any event, any sound recording and/or motion picture collected or created by the Accredited Media Representative during or in connection with Tournament matches or Tournament training sessions, shall remain the exclusive property of the SMETT, what Accredited Media Representative hereby acknowledges and expressly agrees.

4. *Specific rules of recording/broadcasting* | By way of derogation from Section 3, (i) any Accredited Media Representative working on behalf of a TV channel or a TV network which has acquired broadcast rights to the Tournament, may access the competition courts where the matches take place and film/broadcast them, and (ii) any Accredited Media Representative working on behalf of a TV channel or a TV network, whether broadcast rights holders or not, may access the training courts (**subject to ATP's consent with respect to non-rights holders**) or the interview/press conferences rooms where training sessions or interviews/press conferences take place, and film/broadcast them. In any event, no picture captured within the Monte-Carlo Country Club venue may be commercialized without the prior, express and exceptional permission of the SMETT and ATP Media.

5. *Photos and content* | No text, photo and/or audio/video content, whatsoever, from the Tournament official Web site (www.rolexmontecarlomasters.mc), and from all SMETT's official Web sites shall be reproduced and/or represented, in any manner whatsoever, on any other web site, without the prior consent of the SMETT. The SMETT acknowledges that the Accredited Media Representative, her/his employer and/or the Media shall have the right, under their sole and exclusive responsibility, to publish Accredited Media Representative – produces photos (or agency-owned photos with the agency's priori approval) taken inside the Monte-Carlo Country Club venue, to the extent by the French *Droit à l'Information* laws. **With the sole exception of photographers, it is strictly forbidden to all Accredited Media Representative to take photos within the press area, by any means whatsoever.**

6. *Security* | Accredited Media Representative taking picture from an elevated position by means of a device equipped with a telescopic lens, are required (i) to be equipped with a camera shoulder strap/harness worn in accordance with its operating instructions and properly attached to the camera body and to the camera lens (if it is a fixing system), and (ii) remove the lens shade before taking any picture.

7. *Live scoring* | Unless approved in advance by the SMETT, any non-authorized use, by the Accredited Media Representative, her/his employer and/or the Media of data or content, notably including point live scoring and/or latch statistics, produced by the SMETT in relation to the Official Web sites is strictly prohibited. **The reporting of scores shall be permitted only to the extent authorized by the French *Droit à l'information* laws, it being understood that the SMETT remains the sole and exclusive owner of live score data.**

8. *Statistical data* | Unless approved in advance in writing by the SMETT, any non-authorized use, whatsoever, by the Accredited Media Representative, her/his employer and/or the Media of data and scoring produced by the SMETT (the "**Statistical Data**") shall be prohibited. However, the Accredited Media Representative, her/his employer and/or the Media shall have the right to use Statistical Data once distributed in the Press Room.

9. *Player interviews/Press conferences* | **Player interviews should be requested to the ATP office. Interviews shall be conducted under the ATP's Office control. Transcripts of press conferences shall be made available to all Accredited Media Representative in the Press Room, at the close of the press conferences.**

10. *Gambling – Betting* | Due to technical issues with respect to protecting the integrity of tennis competitions, the Accredited Media Representative shall not engage in or carry out, whether directly or through an intermediary, regardless of the method (including by way of using on-line communication techniques), any form of gambling or betting activity whatsoever (including private gambling between physical persons), in connection with the Tournament and/or people involved in the Tournament within premises of the Monte-Carlo Country Club. Nor shall



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the Accredited Media Representative communicate to any third party any privileged information acquired within the scope of her/his functions and unknown to the public, in connection with the Tournament and/or people involved in the Tournament. | The Accredited Media Representative, her/his employer and/or the Media also undertake not to communicate to any online sports betting site, by any means whatsoever, all or part of the production of the Accredited Media Representative (written content, motion or still pictures, etc ...), either on a free or commercial basis.

11. Image clearance and authorization | All accredited persons are informed that they may be photographed and/or filmed by the SMETT's teams or by any third parties authorized by the SMETT, and any media operators (television teams, photographers, newspaper and Internet journalists, etc ...). Consequently, the Accredited Media Representative freely and expressly consents to (i) recording of her/his image by any means, and (ii) use of her/his image on any media (press, posters, prospectuses, digital, analogue, etc ... without limitation on quantity), and for all broadcasting media (television, cinema, exhibitions, websites, social networks, etc ...), by the SMETT (and by any parties authorized by the latter), by the media operators and by the official partners/suppliers of the Tournament and of the SMETT, for the purposes of promotion and/or representation of the Tournament, of the Monte-Carlo Country Club venue, of the SMETT, and of the quality of official partners/suppliers, and its televised retransmission of the Tournament. This authorization covers worldwide use and shall remain valid for the entire legal duration of copyright protection for the media indicated above.

12. Personal Data | Personal data provided by the Accredited Media Representative will be processed electronically. These data, as well as the data processing, are necessary to issue and administrate the accreditations. The SMETT is the sole recipient of personal data collected. Personal data collected are reserved for the strict purpose of issuing and administrating the accreditations and will not be passed to any third party. Similarly, these data will under no circumstances be used for commercial purposes. | According to Article 39 and Article 40 of the French data protection act [French : *Loi du 6 janvier 1978 modifiée en 2004 relative à l'informatique, aux fichiers et aux libertés*], the Accredited Media Representative has the right to access and require modification, correction and deletion of her/his personal data. Such rights may be enforced by sending an e-mail to the DATA PROTECTION OFFICER OF THE SMETT at : (info@smett.mc). | The Accredited Media Representative may also, for legitimate reasons, oppose the processing of her/his personal data. The Accredited Media Representative can find information on her/his rights and obligations, and on the protection of personal data, on the French Data Protection Authority [French: *Commission Nationale de l'Informatique et des Libertés*] website: (www.cnil.fr).

IV. BREACH OF THE MEDIA ACCREDITATION POLICY / APPLICABLE LAW JURISDICTION

1. Any false or incomplete information given by the Accredited Media Representative in the present media accreditation policy, or the breach of any of the obligations set out herein and/or of the Monte-Carlo Country Club Ground Regulations, by the Accredited Media Representative, her/his employer and/or any Media, shall allow the SMETT to take all appropriate actions, including but not limited to, expulsion of the Accredited Media Representative from the Monte-Carlo Country Club venue, temporary or permanent revocation of her/his accreditation, and termination of any all associated rights, without giving right for the Accredited Media Representative, her/his employer and/or the Media to any damages whatsoever. In connection with such breach, the SMETT shall have the right to take judicial action against the Accredited Media Representative, her/his employer and/or the breaching Media and claim damages.

2. The Courts of Nice shall have exclusive jurisdiction in relation to any conflict whatsoever arising out of media accreditation policy, in connection with its interpretation and/or its execution. This media accreditation policy shall be subject to French Law.



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3. This media accreditation policy has been drawn up in French [*Charte des Accreditations Médias*] and translated in good faith into English. The French version shall always prevail.

V. UNERDTAKING OF THE ACCREDITED MEDIA REPRESENTATIVE

I, the undersigned, (insert first name and last name),

.....

Press card ID number (if applicable):

If applicable, the employer and/or the Media's name:

Hereby declare and certify that:

1. Work as a (please tick the appropriate box)
 - Broadcast Journalist (TV, Web or Radio)
 - Print Journalist
 - Photographer
 - Member of a technical crew

And can provide evidence thereof upon SMETT's request;

2. Approve the media accreditation policy *in toto* and shall comply with all its provisions;
3. Shall inform my employer and/or the Media – by transmitting them a signed copy – of the content of the media accreditation policy, and shall obtain their acceptance to the aforementioned provisions;
4. Understands the risks in case of non-compliance with any or the provisions of the media accreditation policy.

I HAVE READ, UNDERSTOOD AND AGREE WITH THE ABOVE, AND ACKNOWLEDGE THIS BY SIGNING BELOW.

Signature:

Date:

**SMETT (Société Monégasque pour l'Exploitation du Tournoi de Tennis
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