

2020 SILVERSTONE MEDIA ACCREDITATION FORM FOR BRSCC 'CLUB' MEETINGS

TERMS AND CONDITIONS OF ACCREDITATION

The following terms and conditions ("**Conditions**") apply to the grant of media accreditation to companies and individuals by the British Racing & Sports Car Club ("BRSCC") in respect of motorsport events taking place at the following motor racing circuits located at Silverstone in Northampton (the "**Venue**"). In these Conditions, "**Accreditation**" means an individual and non-transferable right to access a Venue (including without limitation the areas adjacent to track, pits paddock and other areas within the Venue which require a Media Pass to gain access) for a specified period during an Event, in accordance with the function to be performed by the Accredited Person at the Event; "**Accredited Person**" means any applicant granted Accreditation; a "**Media Pass**" is the official proof of Accreditation issued by the BRSCC which grants access to the relevant area(s) of the Venue for the purpose of exercising the Accreditation; and an "**Event**" means any motorsport event taking place at any Venue as detailed on the application form overleaf.

Liability and Indemnity

1. No claim of any kind arising from the negligence, injudicious act, error or omission or otherwise of any Accredited Person shall be made by, or on behalf any Accredited Person or on behalf of any dependants of such Accredited Person against the BRSCC, the organisers, any instructor(s), driver(s), rider(s), team(s), marshal(s), guest(s), spectator(s) or any company or organisation connected with the event (including without limitation those involved with the preparation or maintenance, or the supply of component parts of vehicles used at the event) (each a "**Relevant Person**") or any of their respective employees, agents or assistants.
2. Neither the BRSCC nor any other Relevant Person shall be liable for any loss, damage, claims, costs, expenses, injury or demands suffered directly or indirectly by any Accredited Person (or their employer, if applicable) as a consequence of the attendance at the Event of such Accredited Person. Nothing in this form shall exclude any Relevant Person's liability for personal injury or death caused by its negligence or for fraud.
3. The Accredited Person and their employer (if any) shall jointly and severally indemnify and hold harmless the BRSCC and other Relevant Persons against any loss or liability suffered by them as a result of any breach of these Conditions.

Grant of Accreditation and Use of Media Pass

4. The BRSCC may grant or reject any application for Accreditation in its absolute discretion. Once granted, the BRSCC may revoke Accreditation in its absolute discretion without providing reasons and without liability to the Accredited Person or their employer (if any).
5. Any Accreditation granted by the BRSCC is personal to the Accredited Person and may not be transferred or assigned to any other person. The Media Pass remains the property of the BRSCC and shall be returned on request.
6. Media Passes must be worn and clearly displayed at all times whilst an Accredited Person attends at the Venue.
7. Accredited Persons must not use their accreditation for any commercial purpose (including without limitation selling or offering for sale any items, leafleting or marketing) without the prior written consent of the BRSCC.
8. In the event of breach of any Condition, the Accredited Person shall immediately return their Media Pass to the BRSCC and the BRSCC shall be entitled at its discretion to remove the Accredited Person from the Venue without liability to the Accredited Person or their employer.
9. The Events are public events and the BRSCC may use, free of charge and without notice, names, voices, images and likeness of Accredited Persons in any media for the purposes of or in conjunction with the promotion or production of coverage of the relevant Event or the promotion of the BRSCC.

Copyright and Licence

10. Accredited Persons must not prejudice or infringe the copyright or other intellectual property right owned by, or licensed to the BRSCC or any other person or organisation officially involved with the Event. In particular (but without limitation) no Accredited Person shall themselves, or permit any person to:
 - (a) take, produce, record, broadcast or transmit by any means (including without limitation radio, television, internet, mobile or any other form of media known or hereafter invented) any moving visual and/or audio-visual materials, audio-only materials (including commentary), data or results of or concerning the Event or any race or other element of the Event including without limitation the Venue, any race, or any attendees at the Event without the prior written consent of the BRSCC in each case; or
 - (b) sell, license, distribute or otherwise publish, disseminate or reproduce for a commercial purpose (as distinct from editorial purposes), whether in whole or in part, any still or moving audio-visual, audio-only or visual-only recordings (including without limitation photographs) made inside any Venue without the prior written consent of the BRSCC in each case; or
 - (c) take, produce or publish any photograph of (or still picture derived from) any moving visual film or image of any aspect of the Event, or any still picture or frame of any television, video or monitor screen depicting any aspect of the Event, or any picture taken from a moving audio-visual signal (including without limitation television and on-board camera signals).
11. In the case of photographers, the BRSCC may require an Accredited Person to provide examples of their photographs taken at any Event. If requested, these photographs shall be provided by the Accredited Person within 5 working days of the original request in a format to be agreed between the Accredited Person and the BRSCC. The BRSCC is hereby granted a royalty-free worldwide license for the use of such photographs in the BRSCC event programmes, the BRSCC websites and the BRSCC advertising in any media. Any other usage of such photographs by the BRSCC shall be subject to receipt of express prior consent from the Accredited Person. The photographs remain the intellectual property of the Accredited Person or his/her employer, where applicable. The Accredited Person warrants that such use by the BRSCC shall not infringe the copyright or any other intellectual property right of any person, including without limitation the Accredited Person's employer (if applicable).