



1. SCOPE AND TERM OF ACCREDITATION

- 1.1. This accreditation policy (the **Policy**) shall be binding on any person (the **Accreditee**) who has applied for or been issued with a temporary or permanent accreditation (the **Accreditation**) by or on behalf of Cincinnati Tennis LLC (the **Accreditor**) in respect of the 2021 Western & Southern Open (the **Tournament**) whether on his/her own account, on behalf of an employer, or on behalf of any person or company he/she is working with (in whatever form) in respect of the Tournament.
- 1.2. With effect from the date of signature or online acceptance of this Policy, this Policy shall supersede and replace any prior agreement, understanding, arrangement, representation or document, whether written or oral, entered into between the Accreditor and the Accreditee with respect to the subject matter of this Policy.

2. TERM

- 2.1. This Policy shall come into effect and be binding as between the Accreditor and Accreditee from the date of signature or online acceptance of this Policy by the Accreditee and shall terminate upon the conclusion of the Tournament in the relevant year (save that the Accreditee and the Accreditor agree that paragraphs 3.1.3, 3.1.5, 3.1.11, 3.1.13, 3.1.21 (inclusive) and paragraphs 4, 5, and 6.4 shall survive expiry or termination of this Policy).
- 2.2. The Accreditation provided to the Accreditee shall at all times remain the property of the Accreditor and be subject to the Accreditee complying with the terms of this Policy. The Accreditor may, at any time and in its sole discretion: (i) terminate this Policy; (ii) rescind any Accreditation provided to the Accreditee for the current year; (iii) reject any applications for future Accreditation; and/or (iv) eject the Accreditee from the Tournament site, and/or take legal action against the Accreditee for breach of this Policy.

3. TERMS AND CONDITIONS

- 3.1. In consideration for the grant to the Accreditee of his/her Accreditation, the Accreditee hereby agrees, undertakes and/or acknowledges (as applicable) that:

General

- 3.1.1. the Accreditation is strictly non-transferable and in particular the Accreditation may not be used as a prize or give-away or as part of any competition or promotion or other similar activity;
- 3.1.2. the Accreditation must be worn correctly at all times (with any photo clearly visible – if applicable) and be visible and accessible to be scanned or otherwise checked prior to entry and exit from the Tournament site, and at relevant areas within the Tournament site, at all times;
- 3.1.3. he/she shall not alter, edit or otherwise amend the Accreditation or make or take any copy of the Accreditation or provide any third party with the Accreditation, any photograph or copy of the Accreditation (whether directly or indirectly by way of social media for example);
- 3.1.4. he/she shall abide by all instructions, orders and directions given to the Accreditee by the Accreditor or any Tournament official, employee or agent and if the Accreditee is at any time unsure whether to comply with such instruction, order or direction he/she must contact the Tournament Representative (see paragraph 6.1 below);

- 3.1.5. to the extent permitted by law, the Accreditee grants (free of charge) to the Accreditor, ATP Tour, Inc. (the **ATP**), and WTA Tour, Inc. (the **WTA**) the perpetual right to make and use, exhibit and reproduce worldwide at their discretion, the Accreditee's name, voice, biographical material, likeness, image and/or any visual description of the Accreditee made during the Tournament for: (i) promotion and publicity of the Tournament; (ii) information and news in relation to the Tournament; (iii) audio visual coverage and broadcast of the Tournament; and (iv) archive purposes. The Accreditee acknowledges and agrees that such use of his/her name, voice, biographical material, image and/or any visual depiction by the Accreditor, the ATP, or the WTA may be effected by way of any technologies, distribution techniques or media;
- 3.1.6. he/she shall conduct himself/herself and act generally in a manner that will not: (i) bring the Tournament, the ATP (or any of its subsidiaries), the WTA (or any of its subsidiaries), the Accreditor or the game of tennis into disrepute; or (ii) otherwise inhibit the enjoyment of any other party in attendance at the Tournament;

Ground Regulations/Access

- 3.1.7. he/she shall comply with the Tournament Ground Regulations which can be found at WSOpen.com and as attached as Appendix 1 to this Policy;
- 3.1.8. he/she shall directly or indirectly access only those areas of the Tournament site specifically allowed by the Accreditation and necessary for the Accreditee to perform activities directly related to the purpose for which the Accreditation was granted;

Players

- 3.1.9. he/she shall not request autographs, photographs or 'selfies' with any player or member of a player's wider team;
- 3.1.10. he/she shall not photograph or film any player anywhere within the Tournament site without having obtained the player's prior written permission;
- 3.1.11. he/she shall not expressly or impliedly associate any player with any products, services or brands (including, but not limited to, the products, services or brands of the Accreditee's employer);
- 3.1.12. players' press conferences shall be held in press conference rooms or the Mixed Zone area, and only authorized accredited media representatives may access the press conference;

Photographs/Filming (General)

- 3.1.13. other than where approved in advance in writing by the Accreditor or as set out in paragraphs 3.1.15 and 3.1.16 below, the Accreditee is strictly forbidden to film, photograph, broadcast, stream, publish, transmit and/or otherwise offer to the public (or assist any third party in offering to the public), on a live or on a delayed basis, in whole or in part, and whether on a free basis or subject to payment, any sound recording, photograph, video footage, motion picture, film and/or other audio-visual content captured by any means whatsoever inside the Tournament site (including, without limitation, the competition courts, the practice courts and inside any restricted areas including locker rooms and areas reserved for players) regardless of the means of transmission or media whether now known or in the future (all of such rights, being **Broadcast Rights**), other than to the extent expressly permitted under this Policy;
- 3.1.14. subject to paragraphs 3.1.15 and 3.1.16 below, the Accreditee is in particular prohibited from:
- 3.1.14.1. filming Tournament matches, regardless of the category (e.g. main draw, qualifying) or courts (including competition courts and practice courts);

- 3.1.14.2. undertaking or facilitating live or delayed broadcast coverage (including, by way of example only, live broadcasting/streaming through platforms such as Periscope or Meerkat) from any location within the Tournament site whatsoever;
- 3.1.14.3. filming or producing studio or stand up footage within the Tournament site, whether by way of live or delayed broadcast;
- 3.1.14.4. soliciting and/or filming personal interviews of players;
- 3.1.14.5. selling footage filmed within the Tournament site;
- 3.1.14.6. producing a magazine or specific programme relating to the Tournament and containing footage filmed at the Tournament;
- 3.1.14.7. associating himself/herself with any footage filmed within the Tournament site or with the trademarks, logos or distinctive signs of the Tournament and/or the Accreditor;
- 3.1.14.8. publishing any photographs or footage captured anywhere on the Tournament site during the Tournament for any purpose, save that this shall not prevent the Accreditee from publishing still photographs from the Tournament on his/her personal social media account(s) for solely non-commercial purposes; and/or
- 3.1.14.9. associating, directly or indirectly, all or part of photographs, footage or other audio-visual content captured within the Tournament site with any brand and/or name, whether commercial or not, especially as a part of a sponsorship;

Official Broadcast Partners

- 3.1.15. if the Accreditee is working on behalf of a radio, TV or other media channel, network or platform which has acquired or is otherwise in bona fide possession of legally enforceable Broadcasting Rights to the Tournament (an **Official Broadcast Partner**), such Accreditee (an **Official Broadcast Accreditee**) shall be entitled to exercise the Broadcast Rights only to the extent permitted by, and strictly in accordance with, the terms of: (i) the relevant agreement between the owner/licensor of the relevant Broadcast Rights and the Official Broadcast Partner on whose behalf the Accreditee is working; and (ii) any other applicable documentation issued to the Accreditee by the Accreditor from time to time in relation to the exercise of those Broadcast Rights. In the event of any conflict or inconsistency between a term in the documentation referred to in (i) and a term of this Policy or the documentation referred to in (ii), the term in the documentation referred to in (i) shall prevail. Further, any such Accreditee agrees (x) not to onward supply, sublicense or otherwise make any scores or related statistical data from the Tournament available to any third party for use not related to the broadcast, and (y) to restrict their use of such scores and data to use on a contemporaneous basis within the live broadcast of any match, any other uses shall be subject to a delay of at least :30 seconds;

News Agencies

- 3.1.16. if the Accreditee is not an Official Broadcast Accreditee but has been granted Accreditation by the Accreditor to in order to provide news, information, data and/or reporting in relation to the Tournament, (any such Accreditee, an **Official News Access Accreditee**), he/she shall be entitled to exercise the Broadcast Rights only to the extent permitted by, and strictly in accordance with, the terms of: (i) the relevant mandatory news access regulations (or similar), if any, prescribed under applicable law in the territory in which the Tournament takes place; and (ii) any other applicable documentation issued to the Accreditee by the Accreditor from time to time in relation to any such news access or reporting. In the event of any conflict or inconsistency between a term in the regulations referred to in (i) and a term of this Policy or the documentation referred to in (ii), the term in the regulations referred to in (i) shall prevail. Further, such Accreditee agrees that he/she will not disseminate, transmit, publish or release from the grounds of the Tournament any live match score or related live statistical data until :30 seconds after the actual occurrence of the incident of match play or action that leads to such live score update (e.g., a point be scored), and that such use shall be solely for news reporting and editorial use;

Assignment of copyright

- 3.1.17. if and to the extent that the Accreditee obtains, acquires or exercises any Broadcast Rights other than as expressly permitted pursuant to paragraphs 3.1.15 or 3.1.16 above, the Accreditee hereby assigns all such Broadcasting Rights (including all intellectual property rights therein), by way of a present assignment of past, present and future rights, to the Accreditor (or its nominee). The Accreditee shall do and execute all such further acts and things as are reasonably required to give full effect to the assignment referred to in this paragraph 3.1.17. All goodwill arising from the Accreditee's use or exploitation of any such Broadcast Rights shall accrue to the Accreditor (or its nominee);

Tournament Website

- 3.1.18. no text, photo and/or audio or video content whatsoever from the Tournament official website (WSOpen.com) or from the Accreditor's, the ATP's, or WTA's official websites shall be reproduced and/or represented, in any manner whatsoever, on any other media without the prior written consent of the Accreditor and/or the ATP and WTA;

Data

- 3.1.19. unless approved in advance in writing by the Accreditor, ATP, or WTA, the Accreditee may not continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data (the **Statistical Data**), during match play (from the commencement of a match through its conclusion) for any commercial, betting or gambling purpose. In particular he/she shall not use any communication device (including without limitation a mobile telephone, tablet or laptop) to transmit Statistical Data to a third party in connection with the placing of a bet or for any improper, corrupt, fraudulent or otherwise unlawful purpose whatsoever. As between the parties, the Accreditor remains the sole and exclusive owner of the Statistical Data;

Gambling

- 3.1.20. he/she shall not engage, whether directly or through an intermediary and regardless of the method (including, without limitation, by way of using online communication techniques) in any form of gambling or betting activity whatsoever including private gambling or between physical persons in connection with the Tournament. Further, the Accreditee shall not communicate to any third party any privileged information within the scope of his or her function and unknown to the public in connection with the Tournament, nor shall the Accreditee communicate to any third party any privileged information acquired within the scope of his or her Accreditation and unknown to the public in connection with the Tournament; and
- 3.1.21. without prejudice to paragraph 3.1.20 above, he/she shall comply with the terms of the Tennis Anti-Corruption Programme.

4. DATA PROTECTION

- 4.1. The Accreditor may use the Accreditee's personal details (including his/her photograph) for the purposes of: assessing a request for Accreditation, administration, marketing and/or vetting/security checking. The Accreditor may also disclose the Accreditee's personal details to its service providers and agents for these purposes and to the ATP/other tournament owners where the Accreditor reasonably believes that the Accreditee poses a risk in relation to the security, staging or commercial rights of other tournaments.
- 4.2. The Accreditor shall comply with applicable laws when processing the Accreditee's personal details as described in paragraph 4.1 above.

5. INDEMNITY AND LIMITATION OF LIABILITY

- 5.1. The Accredittee hereby indemnifies and holds harmless the Accreditor, ATP, and WTA against any direct loss or damage to the Accreditor, ATP, WTA, or their employees, officers or agents or arising out of any dispute, proceedings, claim suit or other action brought against the Accreditor, ATP, WTA, or their employees, officers or agents by any third party resulting from or in any way connected with (i) negligence or misconduct of the Accredittee at the Tournament site; or (ii) a breach of this Policy by the Accredittee.
- 5.2. PROVIDED THAT NOTHING IN THIS POLICY SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THAT PARTY OR THEIR AGENTS OR EMPLOYEES, OR IN RESPECT OF ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, NEITHER THE ACCREDITOR NOR ATP SHALL HAVE ANY LIABILITY TO THE ACCREDITEE EITHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF DUTY) OR OTHERWISE FOR ANY LOSS, DAMAGE OR EXPENSE SUFFERED BY THE ACCREDITEE, HOWSOEVER CAUSED.

6. MISCELLANEOUS

- 6.1. The Accreditor nominates the Director of Credentials as the representative (the **Tournament Representative**) to whom the Accredittee should direct any queries or complaints in connection with his/her Accreditation or the terms of this Policy.
- 6.2. The Accreditor may alter this Policy at any time in its sole discretion if it reasonably believes that such changes are necessary to protect the legitimate interests of the Accreditor and/or the Tournament, and the Accredittee must comply with the Policy as amended.
- 6.3. If any paragraph in this Policy is rendered void or unenforceable by any court or authority of competent jurisdiction then all other provisions of this Policy will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.
- 6.4. The Accreditation and this Policy shall be governed by the laws of the State of Ohio and the Accreditor and Accredittee agree that the courts of Warren County, Ohio shall have exclusive jurisdiction over any dispute (whether contractual or non-contractual) in relation to this Accreditation Policy.

APPENDIX 1

Ground Regulations

In consideration of credential holder electing to participate in and/or attend or otherwise be present at the Tournament and its associated parking and other facilities, credential holder assumes all risk for any loss, damage, injury, or costs, regardless of cause, which he or she may sustain in connection therewith and releases each of Cincinnati Tennis LLC (operator of Tournament) and Tennis for Charity, Inc. (owner of Lindner Family Tennis Center) and their representatives associates, successors and assigns from any liability arising from above.

SECURITY

The Tournament reserves the right to limit items which may be brought into the Grounds and to search bags, vehicles and the person before granting entry to the Grounds and other specific facilities within the Grounds.

PROHIBITED ITEMS

The following items are prohibited from the Grounds:

- Backpacks (multi-compartment bag with multiple shoulder straps), Bags larger than 12" x 18" x 15" (30cm x 46cm x 38cm). Any bag left at a gate is left at the owner's risk. Tournament assumes no responsibility for left bags;
- Selfie Sticks, Drones (any mechanical object in motion or in flight) or Tennis Racquets;
- Firearms or Weapons of any kind, (**regardless of permit**), Any item which may be interpreted as a potential weapon and/or compromise public safety, including sharp or pointed objects (e.g. knives, large corkscrews), 'personal protection' sprays and fireworks/flares;
- Hoverboards, Skateboards, Segways or any motorized vehicle not associated with a medical need;
- Bottles, Cans, Coolers, Ice Chests, Thermoses or Picnic Baskets;
- Food, except in a limited quantity for medical or infant purposes, Alcoholic Beverages, Illegal Substances;
- Flags or banners larger than 18" x 18" (46cm x 46cm);
- Personal camera, video camera or recording devices (unless with Media Credential) larger than 4" x 14" x 8" (10cm x 35cm x 20cm).
- Animals (Except service animals);
- Any objects or clothing bearing political statements or commercial identification intended for 'ambush marketing'.
- Any other items deemed unlawful or dangerous by the Tournament management.

Visitors in possession of prohibited items may be refused entry or ejected from the Grounds.

COFFEE / MORNING BEVERAGE POLICY

One coffee or morning beverage (juice, smoothie) per person in a disposable cup is allowed at the credential gates only.

UMBRELLA POLICY

Umbrellas are not permitted to be opened in the stands or viewing areas of any match or practice court under any circumstances, except for a stoppage in play due to rain.

SMOKING

Smoking and vaping are not permitted on Tournament grounds. Smoking areas are available in designated locations outside the Grounds.

BEHAVIOR

The use of any annoying or dangerous behavior, foul or abusive language or obscene gestures, the removal of shirts or any clothing likely to cause offense and the climbing onto any building, wall or other structure/equipment and the use of wheeled footwear is forbidden and may result in ejection from the Grounds.

COURTS

Unauthorized persons are not permitted on the courts at any time.

MOBILE TELEPHONES, TABLETS, COMMUNICATIONS DEVICES AND RADIOS

Personal headphones must be used when listening to radios inside the Grounds. Betting is prohibited in the Grounds at all times.

The use of mobile telephones, computers or other electronic devices, communications devices, audio-visual equipment or radios must be SWITCHED OFF in and around the courts in play.

TICKETS

Tournament tickets may not be bought, sold or distributed without lawful authority.

The complete Tournament Ticket and Accreditation Policy may be found at wsopen.com

Accepted:

Date:
