### **OFFICIAL:** Sensitive

#### 2026 Santos Tour Down Under

#### **Accreditation Terms and Conditions**

#### 1. PURPOSE AND SCOPE

1.1 These Terms govern the Accreditation process for the 2026 Tour Down Under cycling race in Adelaide. All Accreditations are subject to these Terms.

#### 2. APPLYING FOR ACCREDITATION

- 2.1 Applications can be submitted directly by the Applicant or through an Accreditation Liaison Officer. Applications must reflect the functions to be performed by the Applicant during the Event.
- 2.2 Applications must be submitted online via the link or channels specified by the SATC. Only complete applications submitted by the deadline will be processed. Incomplete, unclear, or late applications will be rejected.
- 2.3 By submitting an Application Form, Applicants:
  - (a) Acknowledge that they have read and understood these Terms:
  - (b) Confirm their awareness of their rights and obligations;
  - (c) Agree to comply with these Terms; and
  - (d) Consent to the SATC processing their Personal Data as outlined in clause 10.
- 2.4 Accreditation Liaison Officers:
  - (a) Confirm they have provided these Terms to all Applicants they represent;
  - (b) Ensure all Applicants have read and accepted these Terms; and
  - (c) Warrant and declare that all Applicants will comply with these Terms.
- 2.5 The SATC is not responsible for incorrect information, technical issues, or any hardware/software malfunctions.
- 2.6 Accreditation does not serve as a travel visa or work authorisation. It is the Applicant's responsibility to obtain all necessary authorisations for travel and work in Australia. The SATC is not liable for any delays or failures in obtaining such authorisations.

# 3. PROCESS FOR GRANTING ACCREDITATION

- 3.1 Accreditation applications will undergo a screening process. The SATC reserves the right to reject any application. SATC's decisions are final, and rejected applications cannot be resubmitted.
- 3.2 The SATC may amend or limit an Accreditation and will notify the Accredited Party accordingly.
- 3.3 Each Accredited Party will receive one Accreditation Device upon presenting the Identification Document specified in the Application Form. Upon collection, the Accredited Party (or their representative) must sign to:
  - (a) Acknowledge receipt of the Accreditation Device;
  - (b) Accept and comply with these Terms;
  - (c) Agree to any warranties and indemnities; and
  - (d) Confirm their understanding of Personal Data processing as described in clause 10.
- 3.4 The Accreditation Device remains the property of the SATC.
- 3.5 The SATC may revoke Accreditation at any time if:
  - (a) The Accreditation Device is altered (except by SATC representatives);
  - The Accreditation Device was not obtained through the official process; or
  - (c) The Accredited Party fails to comply with these Terms.
- 3.6 The SATC may also revoke Accreditation if the circumstances qualifying the Accreditation no longer apply. The Accreditation Device becomes invalid upon revocation, and it must be returned immediately.
- 3.7 If the Accreditation Device is lost or stolen:
  - (a) Theft:
    - (i) Report immediately to the SATC representative;
    - (ii) Report to the police within 24 hours; and

- (iii) Present the theft report at the Accreditation Centre.
- (b) Loss:
  - (i) Report to the Accreditation Centre within 24 hours.
- 3.8 The SATC is not obliged to issue a replacement.
- 3.9 To replace an Accredited Party, a written request must be submitted to the Appointed Approver with details of the current Accredited Party and the substitute. The current Accreditation Device must be returned before a new one is issued. The SATC may refuse or limit the substitution at its discretion.

#### 4. USING THE ACCREDITATION

- 4.1 The Accreditation Device is personal, non-transferable, and may not be commercialised or shared. Accredited Parties must not post images of their Accreditation Device online or permit others to do so.
- 4.2 The Accreditation Device is for the functions assigned during the Event and grants access only to the designated Sites and Zones during the specified period.
- 4.3 Access requires presenting a valid Accreditation Device and, if requested, a valid Identification Document. The Accreditation Device must be visibly displayed, and a valid Identification Document must be carried.
- 4.4 Accredited Parties assume risk while on Site. The SATC's liability is limited to negligence or wilful misconduct, with no liability for special, consequential, or punitive damages. The SATC is not liable for damages due to the Accredited Party's own negligence.
- 4.5 Access will be denied to individuals under the influence of substances or exhibiting disruptive behaviour. Entry will also be refused if the individual's appearance or behaviour may negatively affect the public perception of the SATC, the Government of South Australia, the Event, Santos, or related entities.

# 5. SAFETY AND SECURITY

- 5.1 Accredited Parties must comply with safety and security instructions from stewards, security personnel, and authorised persons.
- 5.2 Accredited Parties must:
  - (a) Present a valid Accreditation Device and/or Identification Document;
  - (b) Submit to searches of bags and containers; and
  - (c) Consent to confiscation of prohibited items and follow Site regulations.
- 5.3 Prohibited items include (but are not limited to):
  - (a) Weapons, sharp objects, and large umbrellas;
  - (b) Hard cooler boxes, glass bottles, and pyrotechnics;
  - (c) Alcohol, narcotics, and discriminatory materials;
  - (d) Large flagpoles, promotional materials, and drones; and
  - (e) Noise-producing instruments and cameras (except media under clause 7).
- 5.4 Decisions on items are at the discretion of security personnel.
- 5.5 Accredited Parties must conduct themselves respectfully and avoid behaviour that offends, endangers, or harasses others.
- 5.6 Stairways and emergency exits must remain clear.
- 5.7 Litter should be disposed of in appropriate bins.
- 5.8 Smoking and vaping are not permitted.
- 5.9 Unauthorised actions include (but are not limited to):
  - (a) Entering restricted areas;
  - (b) Obstructing views or throwing objects;
  - (c) Igniting fires or fireworks;
  - (d) Engaging in discriminatory behaviour;
  - (e) Provoking or threatening behaviour;
  - (f) Selling goods without authorisation;
  - (g) Creating safety threats or damaging property;

- (h) Climbing on structures:
- (i) Facilitating unauthorised access;
- (j) Defacing property; and
- (k) Misusing bathrooms or littering.

#### 6. IMAGE RELEASE

6.1 By attending the Event, Accredited Parties consent to the use of their name, voice, image, and likeness for commercial and other purposes, as permitted by law, without compensation. This includes use in any media now known or developed in the future. Accredited Parties waive any rights to oppose such use, subject to applicable laws.

#### 7. SOUND, IMAGE, AND DATA RECORDINGS

#### 7.1 General Prohibition

- (a) Recording and Transmission: Except for private, non-commercial use, Accredited Parties are prohibited from recording (using any device, including mobile phones/smartphones) or transmitting (via any medium, including radio, TV, internet, or mobile) any sound (including commentary) and/or image (moving or still) of the Site(s), attendees, or any Event activities. This includes musical or theatrical performances and public viewing transmissions at the Event (e.g., on screens). Assistance in such activities is also prohibited.
- (b) Event Details: Except for private, non-commercial use or as required to perform functions related to the Event for which the Accreditation Device was issued, Accredited Parties are prohibited from recording or transmitting descriptions, results, or statistics of the Event. This includes any form of assistance to others in such activities.
- (c) Editorial Freedom: These Terms do not restrict or undermine the editorial independence or freedom to report and comment of Accredited Parties.

# 7.2 Media Representatives

- (a) Printed Publications: Media Representatives designated as photographic journalists may record and transmit still images for printed, non-electronic Permitted Publications, provided:
  - (i) Images are used solely for editorial news reporting;
  - (ii) Images are not commercially associated with any commercial entity's names, marks, symbols, or logos; and
  - (iii) Images are not altered to obscure or remove sponsor identification or add third-party commercial identification. Permissible manipulations include cropping and overlaying (e.g., credits).
- (b) Digital Publications: Media Representatives designated as photographic journalists may record and transmit still images for digital Permitted Publications, provided:
  - Images are not used to emulate video (e.g., GIFs);
  - (ii) Images are used solely for editorial news reporting;
  - (iii) Images are not commercially associated with any commercial entity's names, marks, symbols, or logos; and
  - (iv) Images are not altered to obscure sponsor identification or add third-party commercial identification. Permissible manipulations include cropping and overlaying (e.g., credits).
- (c) For clarity, such images may only be used in digital Permitted Publications and not for direct consumer exploitation or via intermediaries (e.g., mobile alerts, downloads. MMS).
- 7.3 Photographic Agencies: The terms in clauses 7.2(a) and 7.2(b) apply to:
  - (a) Agencies distributing or selling photographic images ("Photographic Agencies"); and
  - (b) Agencies supplying images to Photographic Agencies.
- 7.4 Photographic Agencies must inform their subscribers of these Terms and require compliance. If notified of a subscriber's

- non-compliance, the Photographic Agency must secure a written undertaking from the subscriber within 24 hours or cease image delivery to that subscriber.
- 7.5 Non-Rights Holding Entities: Non-rights holding broadcasters, news channels, news agencies, and video journalists may record and/or transmit sound and moving images only at locations and to the extent expressly authorised by SATC. SATC reserves the right to revoke this authorisation at any time. Recording, transmitting, or publishing sound or images from Event transmissions or performances is prohibited.
- 7.6 Use of Official Marks: Media Representatives may use Event trademarks, logos, and marks only per SATC guidelines and for editorial purposes. Any marketing or promotional activities associating third parties with the Event require SATC's prior written approval.
- 7.7 Media Rights Licensees: Representatives of authorised Media Rights Licensees may engage in activities prohibited by clause 7.1 only as expressly permitted in their agreements with SATC and associated documentation.
- 7.8 Image Rights: These Terms do not grant rights or consent on behalf of individuals appearing in images taken by Accredited Parties. It is the responsibility of Accredited Parties to obtain any necessary rights or consents.
- 7.9 Third Party Rights: Accredited Parties are solely responsible for obtaining all necessary rights, clearances, and permits related to image rights, copyrights, and performer's rights for recording, transmitting, or publishing any sound or image at the Event.
- 7.10 Intellectual Property Assignment: All intellectual property rights in recordings or transmissions not expressly permitted under these Terms are assigned to SATC. Accredited Parties must execute all necessary documents to transfer these rights to SATC, free of encumbrances.

### 8. CONSEQUENCES OF A BREACH OF THESE TERMS

- 8.1 Accredited Parties breaching these Terms will be refused entry or expelled from the Site(s) and/or Zone(s), and their Accreditation Device will be confiscated.
- 8.2 If SATC has reasonable grounds to believe an Accredited Party is non-compliant, their Accreditation Device will be confiscated and rendered invalid.
- 8.3 Accreditation cannot be re-applied for once withdrawn.
- 8.4 SATC reserves the right to pursue additional legal remedies at its discretion and retains all other rights against the Accredited Party.

## 9. INDEMNIFICATION

Accredited parties are responsible for the use and security of all Accreditation Devices allocated to them. They agree to indemnify and hold the SATC harmless from any damages, liabilities, or losses incurred in connection with these Accreditation Devices, or resulting from any breach of these Terms.

### 10. DATA PROTECTION

- 10.1 By submitting an Application Form, Applicants consent to the SATC's use, storage, and transfer of their Personal Data in accordance with the SATC Privacy Statement, available at https://www.tourism.sa.gov.au/privacy-statement. If Applicants do not consent to the processing of their Personal Data as described, they will not be eligible to receive Accreditation.
- 10.2 The SATC collects the Personal Data provided by Applicants in the Application Form.
- 10.3 The SATC may use Personal Data to:
  - (a) Process Application Forms and issue Accreditation Devices; and
  - (b) Send communications related to Accreditation and the Event, including confirmations and reminders.
- 10.4 The SATC will comply with all applicable data protection obligations.
- 10.5 Personal data will be securely processed and stored only for as long as necessary for the purposes for which it was collected.
- 10.6 Applicants acknowledge that their Personal Data may be transferred to:

- (a) Relevant public authorities or authorised bodies as required by the laws of South Australia or applicable Commonwealth laws, or for security purposes; and
- (b) Travel service providers, including airlines and accommodation providers.
- 10.7 The SATC will not use or disclose Personal Data beyond the scope permitted by the Privacy Statement.
- 10.8 Applicants may contact the SATC at satc.privacy@sa.gov.au with any concerns about Personal Data use or to lodge complaints. Applicants also have the right to file a complaint with relevant data protection authorities.

### 11. UNFORESEEN CIRCUMSTANCES

The SATC reserves the right to change the location, timing, or access to any Site due to unforeseen circumstances, including force majeure, safety and security concerns, or decisions by competent authorities.

#### 12. CONTACT

All requests regarding these Terms should be sent via email to the SATC at tourdownunder@sa.gov.au.

#### 13. SEVERABILITY AND AMENDMENTS

- 13.1 If any provision of these Terms is found to be invalid or unenforceable by a competent court, the remaining provisions will remain in effect. The invalid provision will be replaced by a valid one that closely aligns with the original intent.
- 13.2 The SATC may amend these Terms at its discretion. Updated versions will be posted on the SATC Credential Registration Portal at

https://satccardcredentials.azurewebsites.net/Registration/Inde x/0375e16d-0e4c-f011-877b-000d3ad15811. Applicants are responsible for reviewing these Terms regularly. Continued use of the platforms and/or Accreditation following the posting of updates constitutes acceptance of the changes.

#### 14. PLACES OF JURISDICTION AND GOVERNING LAW

These Terms are governed by the laws of South Australia. Disputes arising under these Terms will be resolved amicably where possible. If an amicable resolution is not possible, disputes will be resolved exclusively in the courts of South Australia.

#### 15. DEFINITIONS

- 15.1 "Accreditation" means an individual, non-transferable right to access specified Zones at an Event Site for a designated period, according to the Accredited Party's function at the Event.
- 15.2 "Accreditation Centre" means the location(s) established by the SATC for issuing Accreditation Devices.
- 15.3 "Accreditation Device" means an accreditation pass issued by the SATC that confirms an individual's Accreditation.
- 15.4 "Accreditation Liaison Officer" means a person responsible for managing Accreditation requests for a group within an organisation or company.
- 15.5 "Accredited Party" means any person who has been granted Accreditation by the SATC.
- 15.6 **"Applicant"** means any person who applies for Accreditation, either directly or through an Accreditation Liaison Officer.
- 15.7 "Application Form" means the official online form available at the SATC Credential Registration Portal required for Accreditation consideration.
- 15.8 "Appointed Approver" means a person designated by the SATC to manage Accreditation requests for a specific Constituent Group.
- 15.9 "Constituent Group" means individuals categorised under a specific Accreditation type or subcategory.
- 15.10 "Event" means the Tour Down Under cycling race, scheduled from 17-26 January 2026 in and around Adelaide.
- 15.11 "Identification Document" means a valid international passport or other personal identification document acceptable
- 15.12 "Media Representative" means members of the press, photographers, internet editors, broadcasters, and other media entities as determined by the SATC (excluding Media Rights Licensees).

- 15.13 "Media Rights Licensees" means broadcasters and media entities granted specific media rights by the SATC to cover the Event.
- 15.14 "Permitted Publications" means:
  - (a) Print media, including newspapers, magazines, and their supplements; and;
  - (b) Digital media comparable to print publications (e.g., online newspapers and magazines), excluding standalone digital services like alerts and push notifications.
- 15.15 **"Personal Data"** means information relating to an Applicant that identifies them, including data submitted in the Application Form
- 15.16 "Related Body Corporate" has the meaning given to it in the Corporations Act 2001 (Cth).
- 15.17 "Santos" means Santos Limited ABN 80 007 550 923, the naming rights sponsor of the Event, including its Related Bodies Corporate.
- 15.18 "SATC" means the South Australian Tourism Commission ABN 80 485 623 691, a statutory corporation under the South Australian Tourism Commission Act 1993 (SA) responsible for organising the Event.
- 15.19 "Site" means any area controlled by the SATC for the Event that requires an Accreditation Device for access.
- 15.20 "Terms" means the terms and conditions outlined herein.
- 15.21 **"Zone**" means a designated area within a Site where access is restricted to those holding the appropriate Accreditation.