

Using venue access to control coverage of sporting events

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This provides increased exposure for the event and value for sponsors, player profiles and the event generally.

But along with this increased exposure comes a problem for the event organisers. As technology creates ever more easy ways to distribute content, there is inevitably a loss of control of the brand and the images associated with the sporting event.

Large events have vast resources to assist with this issue. But what about smaller events, such as those that are now more frequently being held in the Middle East? What can they do to try and ensure that they have some degree of control and protection over their brand as well as the footage and images that are created at their events?

Sporting events organisers generally protect their rights by using three layers of protection. The first involves controlling access to the location of the event itself. They either exclude people who are not associated with official broadcast/media partners or they allow access to non rights holders but subject to contractual terms. The second layer of protection comes from the control of rights in relation to the recordings and images that are created of the event itself. This is important since there is no copyright in the sporting event itself but only in images or recordings created from the game. The third relies on the contractual relationships with the key figures taking part in the event – that is the players and athletes themselves. In this article we will address the first layer.

Controlling Access

Generally a person who controls access to a property is able to deny a particular person from accessing that property. In the early days of sporting events, all local broadcasters were able to attend the event venue with their usual press passes and film or take photographs as they pleased. But as the media and sports industries grew together and became more reliant on each other for audiences and revenue, it became common for one media outlet to pay for exclusive rights to the event. To allow this exclusivity to be put into effect in practical terms, the event organiser simply stopped all other media outlets from entering the grounds.

Of course rival media outlets were then angered that they were excluded from reporting about an event that had, in their view, news value. This led to the development of the news access regime whereby non-rights holding media outlets were provided with restricted accreditation and could attend the events as long as they signed a contract that restricted the amount of recordings or stills they would use from the event and the way in which they would use it. Usually, the rival media outlets could not access the venues with camera equipment and crews – they simply had access to a feed from the rights holding media outlet and could use that in accordance with the terms and conditions of the contract that they signed. This was not only helpful to the non-rights holding media outlets but also worked in favour of the event organiser, particularly in those countries where the law allowed for use of a ‘fair’ amount of material without consent if it was used for the purposes of news reporting (the ‘fair dealing’ or ‘fair use’ provisions; similar provisions are found in the Middle East, such as Article 3 of the UAE’s Federal Law No 7 of 2002, Concerning Copyrights and Neighbouring Rights). The event organiser could now contractually restrict the

amount of material used by way of a contract, thereby taking control of the 'fair dealing' that might take place under a news exemption.

This regime of news access and associated rules became standard within the sporting industry. This approach has not however been without its own controversies from time to time. At the Olympic Games in Athens in 2004, a crew from a non-rights holding broadcaster managed to enter the main athletics' arena with their entire camera kit without any of the appropriate passes. But on the whole, this method of rights control has been extremely effective at controlling event content.

Implementing Controlled Access in the Middle East

With several of the local sporting events becoming recognisable local and international brands, we believe that it is time for local events organisers in the region to consider implementing news access regimes. So what might a contract for non-rights holders look like?

Contract for non-rights holders can completely restrict the way in which the non-rights holder can deal with the ownership of any images or footage that they create. If an event organiser wished to do so, it could demand that rights be granted back to it as well. For example, Taylor Swift had, until recently, required all photographers to allow her to use their images in any way that she wished in perpetuity with no payment back to them.

Below is a list of some areas in which an event organiser might consider applying restrictions under a news access regime:

- the duration of the recording used.
- the number of times per day it can be used.
- the time period between each usage.
- the type of program or publication in which it can be used.
- credits or logos that must be used in conjunction with the footage or images.
- restricting use of mobile devices to create content.

For the entity that gains news access, the restrictions may have an upside as well. In addition to gaining access to the event, they may be given access to press conferences, provided with live statistics, given a live feed of the event, given tickets to networking events or permitted to interview athletes. They may also be allowed to film in certain areas that are close to the event, albeit not within the event venue itself, which would allow interviews with attendees of the event. Again, this can be controlled.

Breaches of any of the news access terms usually result in swift action. The offending news outlet can expect all of its accreditation to be withdrawn, meaning that its reporters and photographers will not be granted any of the permissions noted above - no interviews with athletes, no entry to press conferences. For a news organisation in particular, this can be devastating for its coverage. Some of the more influential event organisers may also refuse to provide accreditation for the next event to the breaching entities. So the organisations that are granted access do not usually breach any of the conditions of entry.

As the Middle East hosts more world class events, the event organisers need to become more sophisticated in the way they allow third parties to access the events in order to record them. It is standard practice in many areas of the world for professional sporting events to impose news access restrictions and provide proper accreditation for media outlets. Media outlets and reporters are used to dealing with the restrictions and will only respect those event organisers who put them in place.

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