

Appendix “C” – Recording of Images

- (A) This Appendix governs the recording of images, video and/or audio by way of electronic or any other means (recording) of League activities where used by or for the use of or on behalf of Clubs and/or for, by or on behalf of their Officials (recorder). It must be read in conjunction with relevant Codes of Conduct and the Registration Terms and Conditions. Where this Appendix is inconsistent with specific provisions in the Registration Terms and Conditions, such specific provisions of the Registration Terms and Conditions will prevail.
- (B) This Appendix sets out the terms and conditions on which such recording can take place, seeking to balance the reasonable expectations of privacy by the participants and the reasonable use of such recordings for legitimate purposes.
- (C) In this Appendix, participant means all Players, Club appointed Umpires and Team Officials, and does not include spectators and officially appointed Umpires.
- (D) The law surrounding the taking of recordings, particularly of minors, is complex. AFL NSW/ACT takes this issue very seriously and the provisions below are designed to assist Clubs, Officials, Players, families and supporters, as stakeholders, to deal with this complex issue. However, these provisions are not legal advice, and all stakeholders must make their own enquiries. Whilst AFL NSW/ACT will provide information, guidance and assistance on these issues, the responsibility to ensure compliance with all legal (including statutory) provisions lies with individual stakeholders, as appropriate.
- (E) When a person enters private land, they consent to any requirements that the property owner may impose on them. This may include restrictions, including prohibitions on the making of a recording of events held on their land. There is nothing, however, to prevent a person from making a recording from outside of the borders of private land, regardless of the property owner’s preferences. In the absence of conduct that is offensive or threatening and unlikely to interfere with the public enjoyment of a public place, there is nothing to prevent a person from making a recording of minors in public places.
- (F) It is thus not generally illegal to make a recording of minors at sporting events, but a common-sense approach needs to be taken.
- (G) Persons making a recording and persons using such recordings must be mindful of the complex issues surrounding privacy.
- (H) Unless consent is specifically withdrawn, by reason of the Registration Terms and Conditions, the Player’s image in any form or medium is able to be used for general marketing and promotional activities.
- (I) These provisions seek to strike a balance between concerns regarding privacy and the reasonable use of such images
- (J) Recordings may only be used within the spirit of the game and within the Laws of the Game and consistent with the Code of Conduct.
- (K) By agreeing to the Registration Terms and Conditions, the participant irrevocably consents to the use of participant’s footage and likeness for competition management and administrative purposes
- (L) The recorder may only record Matches and other AFL related activities such as practice Matches, training and drills (**activity** or **activities**) for legal, instructional, Coaching and promotional purposes (**the accepted purposes**) and must not record activities for commercial, indecent, inappropriate or illegal purposes.

- (M) Subject to the direction and supervision of the League, and the direction or ruling by the relevant Conduct Committee or Tribunal, such recording may be used for legitimate purposes in Code of Conduct investigations and/or Tribunal hearings.
- (N) The recorder must inform the Ground manager (where appointed), the Coach and/or Team manager of the Club and any Club (**other Club**) whose participants are involved in the activity to be recorded, before the recording is commenced. The other Club may not object to the recording being made. The Coaches and/or Team managers must use their best endeavours to inform participants, and the parents and guardians of all participants who are minors, of the recording.
- (O) If a copy of the recording is requested by an official of the other Club (the **requestor**), the recorder must provide a copy within 3 working days after being provided by the requestor with suitable media on which to copy the recording. The requestor shall pay the amount identified in Table 1. The League may request a copy of the recording and advise the recorder of the media on which it wishes to receive the recording and such copy shall be provided to the League without charge within 3 working days.
- (P) None of the recorder, the requestor or the League shall provide a copy of the recording to any other party except with the written consent of both Clubs.
- (Q) None of the recorder, the requestor or the League shall post, stream or otherwise share the recording, including on the internet or social media. The recording may be shared for instructional, Coaching, Tribunal /Code of Conduct purposes but only by the Club, the other Club or the League. Except where used for the accepted purposes, none of the Applicant, the requestor or the League may make any other form of publication of the recording.
- (R) The requestor and the League may only use the recording for the purposes outlined in the clause above.
- (S) A recording may be used for promotional purposes unless the consent of the parent or guardian of any Players who are minors for the use of such recording has been withdrawn prior to its use (informed consent).
- (T) Where informed consent is required, it is the sole responsibility of the party who is required to obtain the informed consent to obtain such informed consent.
- (U) The provisions of this document apply to recordings however and by whomever made or obtained.
- (V) Table 2 sets out various activities and how they are covered by this Appendix. However, the Table is for guidance only, and if there is any discrepancy between the Table and this Appendix, the provisions of this Appendix prevail.
- (W) Breach of the terms of this Appendix, or the spirit of the game or the Code of Conduct is an act of Misconduct under the Laws of the Game, and will be dealt with pursuant to the By-laws accordingly

Table 1

Amount to be paid by the requestor pursuant to Clause (O) – Forty (40) dollars

Table 2

Consent of participants not required	Prior consent to use not required but consent may be withdrawn prior to use	Prohibited
Instruction* Coaching* Tribunal/Code of Conduct* <i>* no post, stream or otherwise sharing of the recording, including on the internet, social media</i>	Promotional (for example, use in Club newsletter, Club Annual report, Club social media or by the League.	Commercial Illegal Inappropriate Indecent