

CONTRIBUTOR RELEASE FORM (CHILD – UNDER 18 – NF)

PRODUCTION COMPANY (“we”, “us”, “our”)	ITV SPORT , a business division of ITV BROADCASTING LTD of ITV White City, 201 Wood Lane, London W12 7RU
PROGRAMME NAME AND SERIES NO (provisional title) (the “Programme”)	British Touring Car Championship - Oulton Park
PROGRAMME CODE	N/A
NAME OF PARENT/GUARDIAN (“you”, “your”, “Parent/Guardian”)	
NAME OF CHILD (your “Child”)	
DATE OF BIRTH OF CHILD	
HOME ADDRESS OF PARENT/GUARDIAN	
AGENT COMPANY NAME AND ADDRESS (where applicable)	N/A
DATE(S) OF CONTRIBUTION (the “Filming Date(s)”)	Friday 16th June 2023

Please sign below to confirm your agreement to the **above terms and the terms and conditions** attached:

<p>PLEASE SIGN HERE:</p> <p>_____</p> <p>Signed by Parent/Guardian on behalf of the Child</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Date</p> <p>_____</p>	<p>Signed for and on behalf of ITV BROADCASTING LIMITED:</p> <p>_____</p> <p>ITV authorised signatory</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Date</p> <p>_____</p>
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TERMS AND CONDITIONS

In consideration of the sum of one pound (the receipt and sufficiency of which is hereby acknowledged by you), you consent and shall procure that your Child consents to their filming and recording, including any performance of any musical composition(s) during and in connection with their role for the Programme and you shall further procure that if so requested, your Child shall provide their additional services (including, but not limited to, providing interviews and voiceovers and behind the scenes material, participating in online activities and undertaking reasonable promotional activities from time to time) (the foregoing shall be collectively referred to as the "**Contribution**"). You consent and shall procure that your Child consents to the use of the Contribution in the Programme in whole or in part or not at all. You irrevocably assign to us and shall procure the absolute assignment absolutely with full title guarantee all of the right, title and interest in and to the copyright and related rights in your Child's Contribution so as to permit the fullest use throughout the world of the Contribution or any part(s) thereof by all means and in all media whether now known or hereafter developed in perpetuity in connection with the Programme or otherwise. You accept that and shall procure that your Child accepts that we have the right to edit, copy, adapt or translate the Contribution as we see fit and you as agent for your Child waive absolutely all moral rights arising under The Copyright Designs and Patents Act 1988 in relation to the Contribution and, so far as is legally possible, any broadly equivalent rights in the Contribution in any territory in the world.

You hereby as agent for your Child grant us the right to use your Child's name, professional name, voice, likeness, photographs and any biographical material concerning your Child in connection with the promotion and exploitation of the Programme and/or ancillary products/services and/or in connection with us and/or the broadcaster of the Programme thereof by all means and in all media whether now known or hereafter developed in perpetuity throughout the world.

You hereby warrant and undertake that:

- you are fully entitled to grant all rights and consents herein and are free to provide the Contribution of your Child and that neither you nor your Child has entered nor will enter into any professional or other commitment or undertake work for any third party which would or might conflict with the full and due rendering of your Child's Contribution and observance of your Child's obligations herein;
- the content of the Contribution shall be true in all respects to the best of your and your Child's knowledge and belief and, insofar as the contribution contains any opinions, these opinions are your Child's own and are genuinely and truly held by them;
- nothing in your Child's Contribution will infringe the copyright or any other right of any person, breach any contract or duty of confidence, constitute a contempt of court, be defamatory, and/or otherwise bring us or any other party into disrepute;
- you shall inform us immediately if the information provided to us pursuant to this Agreement or otherwise becomes incorrect prior to the first transmission of the Programme;
- you will advise and shall procure that your Child advises us of any information which might compromise or call into question the integrity of the Programme (for example, factual errors).
- the rights hereby granted and assigned are vested in you and/or your Child absolutely and that neither you nor your Child have previously assigned, licensed or in any way encumbered the same nor do you have knowledge of any facts the necessary consequence of which would be an encumbrance so as to derogate from the grant and assignment hereby made nor will you or your Child hereafter purport to so assign, license or encumber the same;
- the ownership of all materials and documents of whatsoever kind or nature created, prepared and/or acquired by you and/or your Child in connection with the rendering of the Contribution to us herein or otherwise relating to the Programme shall vest in us absolutely and you and your Child shall deliver the same to us on demand or earlier termination of this engagement herein; and
- you agree to indemnify us in respect of all actions, claims or damages that may be brought against or suffered by us as a consequence of any breach or non-performance or threatened breach or non-performance of any of the representations, undertakings and warranties by you and/or your Child in this Agreement

We shall not be under any liability in respect of: any claim for loss of publicity or opportunity to enhance your Child's reputation notwithstanding the fact that we may delay or abandon production or exploitation of the Programme or the use of the Contribution (notwithstanding that we may have advertised the same) or terminate this Agreement; or any loss or damage to you or your Child's property whilst in transit to or from or whilst at places where they render the Contribution under this Agreement; or any personal injury, ailment or death arising out of or in the course of the engagement herein to the extent permitted by law and except to such extent if at all as the same was due to our negligence.

We shall be entitled by notice to you to terminate this engagement if you and/or your Child fail, refuse or neglect to perform any of the obligations hereunder or are otherwise in breach of any undertaking or warranty contained in this Agreement or if any act or conduct by you and/or your Child shall in our reasonable opinion prejudice the production or successful exploitation of the Programme. We shall also be entitled to terminate this engagement at any time at our discretion. Notwithstanding termination we shall remain entitled to all rights granted or assigned to us under this Agreement.

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Notwithstanding termination of this Agreement for whatever reason we will remain entitled to enforce any claim against you and/or your Child arising from any breach of this Agreement that may have occurred before termination; and all rights granted or assigned to us under this Agreement and the confidentiality provisions herein shall remain in full force and effect.

In the event of breach by us of any obligations under this Agreement, your and your Child's rights and remedies shall be limited to the rights (if any) to recover damages in any legal action.

You shall keep confidential and shall not disclose and shall procure that your Child shall keep confidential and shall not disclose to any third party, any information, photographs or other material relating to the Contribution, us, the Programme or anyone taking part in it unless otherwise agreed by us in writing.

Where one Party receives any personal data (as defined in the Data Protection Legislation) from the other Party, it shall ensure that it fully complies with the provisions of the Data Protection Legislation and only deals with the data to fulfil its obligations under this Agreement. Both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data of their employees to the other Party for the duration and purposes of this Agreement.

"Data Protection Legislation" shall mean (i) unless and until the GDPR (as defined hereunder) is no longer directly applicable in the UK, the General Data Protection Regulation (Regulation (EU) 2016/679 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (the **"GDPR"**) and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

We shall be entitled to assign the benefit of this Agreement and the services and rights provided herein to any third party. You shall not and shall procure that your Child shall not assign, transfer, sub-contract, sub-licence or deal in any other manner with this Agreement or any of the rights and obligations arising from this Agreement.

If we are delayed in, or prevented from, performing any of the provisions of this Agreement or if production of the Programme is prevented, interrupted or delayed by reason of an event of force majeure then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by you and/or your Child by any reason thereof.

This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements, whether oral or in writing, between the parties relating to its subject matter. You acknowledge and shall procure that your Child acknowledges that, in entering into this Agreement, neither you or your Child has relied on any statement or other representation other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect and no variation of this Agreement shall be valid unless it is in writing signed by or on behalf of each of the parties to this Agreement.

Subject to any express provisions to the contrary as set out in this Agreement any person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be construed and governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England & Wales.