



NAME OF PARENTS/GUARDIANS:	(1) (2)  <b>("you"/"your")</b>
NAMES OF CHILD(REN):	
CHILD(REN) DATE OF BIRTH:	
ADDRESS:	
PHONE/EMAIL:	
DATE/PLACE OF FILMING:	Suoer Summer Spelling Bee, Palm Beach. 9-11 <sup>th</sup> July 2019
DESCRIPTION OF CONTRIBUTION:	Participant or audience member at the Super Summer Spelling Bee.

**Warner Bros. TV Production Services Limited ("we"/ "us"/ "our")** is making an audio-visual documentary series provisionally entitled **"PROJECT LISBON"** (including without limitation any re-edited, re-voiced, reformatted, update or compilation or any other versions thereof, the **"Programme"**). The Programme is intended to document the first years of human development, turning the cameras on ourselves, to capture the wonder and drama of every milestone in the first five years of life, from new-born to a walking, talking, thinking person.

By signing this agreement, and in consideration of our mutual exchange of obligations (which you acknowledge to be good and valuable consideration), you confirm your agreement to your Child(ren) (named above) taking part in our filming for the Programme and further confirm your understanding and agreement that:

1. You have seen the short description of the Programme above and you are happy that you understand its nature, purpose and content.
2. Your Child(ren) will be filmed, recorded or photographed (and you acknowledge that this may involve them taking part in activities such as dance or sports facilitated by us which may have inherent hazards) and that such footage, recordings or photographs may be included in the Programme or used by us (or those authorised by us) in and in connection with the Programme, marketing and publicity (including by the Programme's exhibitors for promotion, publicity and marketing of the Programme and their products and/or services).
3. The Programme may be made available to viewers in any or all media or via any device currently available or invented in the future throughout the universe in perpetuity. We may freely assign this agreement for the purpose of such use of the Programme.
4. You are the parents/legal guardians of the Child(ren) named above and you have the right to enter into this agreement on behalf of your Child(ren). You irrevocably grant to us all rights and consents that may be necessary for us to exercise the rights granted in this agreement.
5. You grant to us all and any rights in and to all footage, recordings and photographs we make and/or take of your Child(ren) (together, the **"Contribution"**) (including but not limited to copyright, rental and lending and any rights in the recordings and/or footage of any performances or copyright works created by your children which may form part of the Contribution). We may decide to use only a part of the Contribution or decide not to use the Contribution at all and if we do use the Contribution we may edit, dub and/or change it. You waive, on behalf of yourself and your Child(ren), any "moral rights" which may exist in the Contribution.
6. To the best of your and your Child(ren)'s knowledge and belief, the Contribution will not 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 bring us and/or any of our associated or parent companies or the Programme's exhibitor into disrepute;
7. Neither you nor your Child(ren) will (nor permit any third party to) at any time without our prior written consent; (a) take, distribute and/or publish any photographs and/or recordings of our activity in connection with the Programme or any personnel engaged on the Programme; (b) make any statement or disclose any information, recordings, materials and/or photographs regarding the Programme (including, without limitation, the premise and concept of the Programme or the identity of the Programme's exhibitor), this agreement, and/or the Contribution to any third party (including to the press, in online postings and/or on social media as yourselves or as an alias) except where the same is in the public domain otherwise than by a breach by you of this agreement; nor (c) make any statements or commit any acts which may prejudice or damage our reputation or the successful exploitation of the Programme and/or the rights granted under this agreement;
8. Your and your Child(ren)'s sole remedy for breach by us or our licensees and assignees of any of our obligations under this agreement shall be an action at law for damages and you waive any right you may have to bring an injunction against or otherwise restrain the exploitation of the Programme.



- 9. You further agree not to make use of Your association with the Programme, any other person and/or company featured in the Programme or the Programme in any commercial or charitable context.
- 10. We, our associated or parent companies or the Programme’s exhibitor, shall not be liable to you, your Child(ren) and/or any other person including for any loss, damage or injury caused or suffered in connection with the Contribution and/or the Programme, except for death or personal injury caused by our negligence and recoverable on that ground. You hereby release and discharge us and the Programme’s exhibitor and/or its subsidiaries to the extent possible in law from any and all claims, liabilities, demands, actions and causes of action whatsoever which you or your Child(ren) may have arising out of your and/or your Child(ren)’s participation in the Programme.
- 11. No terms of any union or guild (including Equity and/or SAG-AFTRA) shall apply and/or override any of the terms of this agreement.
- 12. We will process your/your Children’s personal data (and, to the extent you provide any to us, sensitive personal data) (“**Personal Data**”) for the purposes of developing and producing the Programme and more generally, to exploit, publicise and market the Programme. You may also disclose information which might include sensitive personal data (for example personal information about your/your child’s ethnic origin and health). By signing below where indicated, you consent to us processing any sensitive personal data that you/your Child(ren) disclose to us. We will share this Personal Data with the Programme’s exhibitors and may share it with entities in the Warner Media group of companies and our service providers (such as IT system suppliers and any advisors). You/your Child(ren) have a right to access and update the Personal Data, and in certain circumstances, request that it be erased, restricted and/or withdraw consent to processing.

We will only retain the Personal Data for as long as is necessary to achieve the purposes for which it was collected. We have an internal retention policy that sets out varying retention periods for different categories of Personal Data depending on our legal obligations and the purposes for which we need this information. After the relevant retention period has elapsed, the Personal Data is securely deleted. For more information about our retention policy, please submit a request through our individual rights request portal at [privacy.wb.com](http://privacy.wb.com).

For more information on how we process personal data, please see our privacy notice at <https://www.walltowall.co.uk/privacypolicy.aspx>. If you would like to exercise any of the rights, contact our Data Protection Officer or if you have any questions about the way that we use your /your Child(ren)’s personal data, please submit a request through our individual rights request portal at [privacy.wb.com](http://privacy.wb.com).

If you’d like to complain about how we process your Personal Data, please contact us and we will do all we can to help. If you are not happy with how we have responded, you have the right to complain to your local data protection authority.

- 13. No variation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 14. This agreement and all matters ancillary to it shall be governed by and construed in accordance with State of Florida Law and the Florida courts will have exclusive jurisdiction.

**DELETE AS APPLICABLE:**

(1) You confirm and declare that you are aged 18 or over and you, Parent/Guardian 1 and Parent/Guardian 2 named below, share joint parental responsibility/legal guardianship for your Child(ren).

**OR:**

(2) You confirm and declare that you are aged 18 or over and have sole parental responsibility/legal guardianship for your Child(ren).

SIGNED BY:

SIGNED BY:

\_\_\_\_\_  
**PARENT/GUARDIAN 1**

\_\_\_\_\_  
**PARENT/GUARDIAN 2**

SIGNED BY:

\_\_\_\_\_  
**WARNER BROS. TV PRODUCTION SERVICES LIMITED**

I consent to the processing of my/my Child(ren)’s sensitive personal data in accordance with Clause 12 (above):

\_\_\_\_\_  
**PARENT/GUARDIAN 1**

\_\_\_\_\_  
**PARENT/GUARDIAN 2**