



Adult Consent and Release - Generic

DATE OF RECORDING	
TEN	Network Ten Pty Limited ABN 91 052 515 250 1 Saunders Street, Pyrmont, New South Wales, 2009
PROGRAM	Creative Generation 2021, Totally Wild, Shake Takes
FEE	N/A
PARTICIPANT	Full Name: Job Title: Organisation: Email: Address: Phone Number:

1. The Participant irrevocably and unconditionally consents to:
 - (a) Ten recording the Participant in connection with the Program (**Recording**);
 - (b) Ten editing or authorising any other person to edit the Recording in any way;
 - (c) Ten embodying or authorising any other person to embody the Recording (in whole or in part) in the Program or any other program;
 - (d) Ten communicating or authorising any other person to communicate the Recording (in whole or in part) and the Program in any media (now existing or hereafter devised) throughout the world in perpetuity; and
 - (e) Ten using the Participant's name, image and likeness in connection with the Recording and the Program.

2. The Participant represents to Ten that:
 - (a) the Participant is 18 years of age or older as at the date of signature; and
 - (b) the Participant's appearance in and contribution to the Recording and/or Program will not infringe the rights of any person, or be defamatory, contemptuous, or obscene.

3. The Participant acknowledges that it will not have any interest:
 - (a) in any material created by the Participant in accordance with this Release, including the Program and the Recording; and
 - (b) in the copyright or any other right in the Program and the Recording,

and, to the extent permissible by law, immediately upon their creation the Participant waives and/or assigns to Ten all such rights which might but for this Release arise.

4. The Participant acknowledges that Ten is not required to include the Participant or the Recording in the Program or use any material created in accordance with this Release.

5. The Participant:
 - (a) irrevocably and unconditionally consents to the Recording being changed, copied, edited, added to, taken from, adapted and/or translated, in any manner or context by Ten, and any person authorised by Ten to do so, for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the work within the meaning of the *Copyright Act 1968* (Cth);
 - (b) irrevocably and unconditionally waives any right of attribution; and



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- (c) acknowledges that the consent is genuinely given by the Participant and is not given because any person:
 - (i) applied duress to the Participant (or any representative of the Participant) to give that consent; or
 - (ii) made a false and misleading statement to the Participant in relation to the giving of that consent.
- 6. The Participant undertakes to take reasonable care whilst in and around Ten's premises and the Program set (as applicable) and acts in accordance with all of Ten's reasonable instructions.
- 7. To the fullest extent permissible by law, the Participant releases Ten, and Ten's employees, agents, officers, contractors and licensees from and against any claim, proceeding, action, demand, cost, interest or injunctive relief (**Claim**) or other remedy which the Participant has or may have arising out of or in connection with:
 - (a) this Release;
 - (b) the Participant's participation in the Recording or the Program; or
 - (c) the exploitation of the Recording or the Program.
- 8. The Participant acknowledges that the Participant's only remedy in relation to any Claim is an action at law for damages (if any).
- 9. The Participant undertakes to keep confidential any information disclosed to the Participant relating to Ten and the Program, including this Release.
- 10. The Participant consents to Ten collecting, using and disclosing the Participant's personal information in connection with the Participant's participation in the Program, in accordance with Ten's Privacy Policy available at: <http://tenplay.com.au/privacy>.
- 11. This Release is governed by and is to be construed in accordance with the laws from time to time in force in the State of New South Wales, Australia and the Participant irrevocably submits to the exclusive jurisdiction of the courts of that State and any courts competent to hear appeals therefrom.

Signed and delivered by the Participant

In the presence of

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Signature of Participant

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Signature of Witness

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Name of Participant

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Name of Witness