



ADULT TALENT RELEASE

Ten

Network Ten Pty Limited
ABN 91 052 515 250
1 Saunders Street
Pymont NSW 2009

Please fax or mail to
GPO Box 751
Brisbane Qld 4001
FAX: 07. 3214 1066

Participant

Name

Address

.....

Contact Number

Email

Program

Creative Generation – State Schools Onstage 2019

**Title of Segment within
the Program**

The Participant wishes to participate in the Program and, in consideration of Ten agreeing to consider the Participant for inclusion in the Program, the Participant makes the agreements and acknowledgments in accordance with the terms and conditions which are attached.

Signed for and on behalf of Ten

Signed by the Participant

Signature:

Signature:

Name:

Date:

Position:

Date:

TERMS AND CONDITIONS OF THE ADULT TALENT RELEASE

1. AGREEMENTS AND ACKNOWLEDGMENTS

The Participant agrees and acknowledges that:

- (a) Ten may record the Participant's image and voice for use in the Program;
- (b) Ten may incorporate any recorded image or sound made by Ten of the Participant in the Program;
- (c) Ten may use the Participant's name or any other personal reference in the Program;
- (d) Ten may copy, alter, adapt, utilise and exploit the Program in any way it sees fit, at any time, anywhere in the world, by any means and may license, authorise or otherwise transfer the rights in the Program to others to do the same;
- (e) Ten may use the Participant's recorded images and/or sounds in the promotion of the Program; and
- (f) the Participant will not have any interest in the Program, in the copyright or any other right in the Program and, to the extent permissible by law, the Participant waives and/or assigns to Ten all such rights which might, but for this Release, arise.

2. RELEASE

The Participant agrees and acknowledges that the Participant participates in the Program at Participant's own risk and releases Ten and, each station in its network and its and their employees, agents, officers and contractors ("**the Released Persons**") from any action, proceeding, suit, claim or demand which the Participant has, or may have, which are connected with, or incidental to:

- (a) the Participant's participation in the Program;
- (b) the provision by Ten or any other person of any goods and/or services; and/or
- (c) any matter or thing referred to in this Release.

3. INDEMNITY

In consideration of Ten considering the Participant for inclusion in the Program, the Participant indemnifies and holds Ten, and each station in its network and their employees, agents, officers and contractors ("**the Indemnified Persons**") harmless and keeps each of them indemnified from and against any action, proceeding, suit, claim or demand made against any of the Indemnified Persons arising from or in consequence of:

- (a) the Participant's participation in the Program; or
- (b) any claim by the Participant or any other person against any of the Released Persons which relates to the Release given by the Participant in clause 2,

and from and against any direct, indirect, consequential or special damage, loss, cost or expense (including legal expenses as between solicitor and client) suffered or incurred by any of the Indemnified Persons as a consequence thereof.

4. MORAL RIGHTS

The Participant:

- (a) consents to any work created by the Participant in the course of participating in the Program 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*; and
- (b) acknowledges that the consent in paragraph (a) 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.

5. GENERAL

(a) Waiver:

Any failure or delay on the part of Ten in insisting upon strict performance by the Participant of any provision of this Agreement will not be taken to be a waiver of such provision or of any rights of Ten and will not be taken to be a waiver of the same provision on any subsequent occasion.

(b) Assignment:

Ten may assign any or all of the rights or obligations of the Agreement to any other person without the Participant's consent. The Participant may not assign any of the rights or obligations of this Agreement to any other person in any circumstance.

(c) Governing Law:

This Agreement will be governed by and construed in accordance with the Laws of New South Wales and Ten and the Participant unreservedly submits to the jurisdiction of the Courts of that State and all Courts competent to hear appeals from those Courts.

(d) Assigns:

Any reference to any party in this Agreement includes a reference to that party's successors and assigns.

6. DEFINITIONS

In this Agreement "**Ten**", "**Participant**" and "**Program**" have the meaning ascribed to them in the attached cover sheet.