



# CHILD 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

**Child**

**Name** .....

**Address** .....

**Contact Number** .....

**Email** .....

**Program**

**Creative Generation – State Schools Onstage 2019**

**Title of Segment  
within the Program**

The Parent wishes to have the Child participate in the Program and, in consideration of Ten agreeing to consider the Child for inclusion in the Program, the Parent 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 Parent**

Signature:

Signature:

Name:

Date:

Position:

Date:

## TERMS AND CONDITIONS OF THE CHILD TALENT RELEASE

### 1. AGREEMENTS AND ACKNOWLEDGMENTS

The Parent agrees and acknowledges that:

- (a) Ten may record the Child's image and voice for use in the Program;
- (b) Ten may incorporate any recorded image or sound made by Ten of the Child in the Program;
- (c) Ten may use the Parent's and the Child'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 licence, authorise or otherwise transfer the rights in the Program to others to do the same;
- (e) Ten may use the Child's recorded images and/or sounds in the promotion of the Program; and
- (f) the Child and the Parent 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 Parent on behalf of himself or herself and as the parent and guardian of the Child waives and/or assigns to Ten all such rights which might, but for this release, arise.

### 2. RELEASE

The Parent agrees and acknowledges that the Child participates in the Program at the Child's own risk and the Parent on behalf of himself or herself and as the parent and guardian of the Child 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 Parent or the Child has, or may have, which are connected with, or incidental to:

- (a) the Child'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. COVENANTS AND WARRANTIES

The Parent covenants with and warrants to Ten that:

- (a) the Parent is the parent and guardian of the Child;
- (b) the Parent is fully authorised to enter into this agreement on his or her own behalf and for and on behalf of the Child;
- (c) this agreement is a valid agreement and is binding upon the Parent and the Child;
- (d) the Child is under the age of 18; and
- (e) no other person is required to authorise or consent to the execution of this agreement on behalf of the Child.

### 4. INDEMNITY

In consideration of Ten considering the Child for inclusion in the Program, the Parent on behalf of himself or herself and as the parent and guardian of the Child 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 Child's participation in the Program;
- (b) any claim by the Parent or the Child or any other person against any of the Released Persons which relates to the release given by the Parent and the Child in clause 2;
- (c) any breach of the covenants and warranties contained in clause 3; or
- (d) any of the covenants or warranties in clause 3 not being complete, true and correct,

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.

### 5. MORAL RIGHTS

The Parent as the legal administrator of the Child's affairs:

- (a) consents to any work created by the Child 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 and is not given because any person:
  - (i) applied duress to the Parent or the Child (or any representative of the Parent or the Child) to give that consent; or
  - (ii) made a false and misleading statement to the Parent or the Child in relation to the giving of that consent.

### 6. GENERAL

- (a) Waiver:

Any failure or delay on the part of Ten in insisting upon strict performance by the Parent or the Child of any provision of this agreement will not be taken to be a waiver of such provision or of any rights of Ten and shall 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 Parent's or the Child's consent. The Parent and the Child 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 Parent and the Child 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.

### 7. DEFINITIONS

In this agreement "Child", "Ten", "Parent" and "Program" have the meaning ascribed to them in the attached cover sheet.