

## **Tate Movie Project Terms and Conditions**

We would like as many children as possible to take part in Tate Movie Project activity and also to have their drawings and other creative work considered for the film. It means we need consent from parents or the accompanying adult responsible for them. By signing this form you understand and agree the following:

### **1. Workshop Participation**

- 1.1 You give your permission for your child to take part in the Tate Movie Project activity below. You or the adult accompanying your child into workshop activity shall remain with and be responsible for your child at all times. Tate shall provide a safe and secure environment for the workshop activity but Tate Movie Project staff and crew are present as facilitators and guides only.
- 1.2 Tate may document the workshop activity through photography, audio and video and use such material in relation to the Tate Movie Project across all media. If you do NOT want your child's image and/or voice to appear in any such material, please tick the box provided overleaf. If you are happy for their image and/or voice to be used, you hereby agree that Tate shall be entitled without further permission or payment to use such material for any and all purposes of the Tate Movie Project (including publicity) in perpetuity across all media now or hereafter known, including TV, Radio, Online (on Tate and 2012 Olympic websites, interactive Tate services, at Tate road shows, other Tate events and in cinemas and big screens at associated events and that this use will not infringe your or your child's rights of privacy, copyright or any performance rights.
- 1.3 Tate reserves the right to cancel or cease your child's participation in the workshop activity for safety reasons, in the event of emergency or events beyond our control or if we consider that their conduct is not appropriate.
- 1.4 Tate shall only be liable for loss or damage to you, your child or your property if the loss or damage is directly connected with the Tate Movie Project and caused by Tate or Tate Staff negligence.

### **2. Your Child's Creative Work**

By submitting your child's creative work to the Tate Movie Project (your child's "Contribution") and in consideration of your child participating in the Tate Movie Project activity:

- 2.1 You hereby assign to us absolutely the entire copyright (including without limitation any rental and lending rights and the right to communicate to the public) throughout the world in all media whether now known or hereafter developed and whether used in the Tate Movie or in other works for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as you are able, in perpetuity) and, to the extent relevant, by way of present assignment of future copyright, and all other rights whatsoever in your child's Contribution. You understand that this means that Tate can make full use of your child's Contribution without further permission in the Tate Movie or otherwise in connection with the Tate Movie Project and the 2012 Olympics.
- 2.2 You confirm that your child's Contribution:
  - Has been made by your child aged 5 – 13 years old, that it's your child's own original work and that s/he has the right to make it available to the Tate Movie Project.
  - Has not previously been published or submitted elsewhere for public use and you will not do so in the future.
  - If it contains material created by another person, you have told us this and understand that we may not be able to use those parts of it containing such other person's work.
  - Does not infringe the rights of any other person or company; and
  - Is not defamatory or offensive.
- 2.3. You agree that Tate can change and/or edit your child's Contribution for technical or any other reason and agree to waive in perpetuity any so called 'moral rights' in your child's work – this means that you waive the right to complain about the way in which we may edit, alter or use the Contribution and agree that your child may not be credited as the creator or author of the Contribution.
- 2.4 You acknowledge that although the Tate hopes to use your child's Contribution it cannot guarantee to do so. Contributions will be selected based on the following criteria: relevance to scene and originality as judged by the film director and their community team. Contributions may also be selected as being voted upon by children participating on the site. Every contribution is viewed by a member of the community team in the selecting process.
- 2.5 You acknowledge that neither you nor your child will receive any fee or royalty payment for the consents and grants given by you in relation to your child's Contribution and for Tate using the Contribution.

### **3. Data Protection**

You and your child's details overleaf will be kept on file in a Tate secure environment until December 2012 after which time they will be destroyed. You have the right to ask to see details about you kept on file in this way.

### **4. English Law**

If there is a legal dispute over this agreement, the Courts of England and Wales applying English law will be used to resolve it.



## Workshop Consent Form

### About Your Child

**First Name:**

**Surname:**

**Date of Birth:**

**Age:**

**Address:**

**Postcode:**

**Emergency contact name:**

**Emergency contact number:**

**Does your child have a medical condition that we should be aware of? (eg asthma, epilepsy, nut allergies)**

You hereby grant to Tate and its staff and facilitators the right to call for medical emergency treatment for you/your child should the need arise during Tate Movie Project activity.

### Your Visit

**Workshop Venue:**

**Date:**

**Time:**

**School or Group (if applicable):**

### Signature of Parent or Guardian

I agree to the terms & conditions set out in this form for my child to take part in activities in and submit Contributions to the Tate Movie Project.

**Signed:**

**Date:**

Please tick this box if you do not wish for any photography, audio or video of you/your child to be used in any way on Tate's public services or for publicity reasons in relation to the Tate Movie Project.

### After Your Visit

Tate would like to contact you via the details given on this form to keep you in touch with developments on the Tate Movie Project and forthcoming Tate events and news.

**Your email address:**

Please tick this box if you do not wish to be contacted