

FILMING AT PETWORTH PRIMARY SCHOOL 2018

Dear Parents/ Guardians,

The television production company 'Electric Ray' will be filming BBC TWO's television series, 'BRITAIN IN BLOOM', at Petworth Primary School from Saturday 5th May 2018 until Monday 2nd July 2018 (inclusive). As part of the series we will be following communities across the UK while they prepare for the 'Britain in Bloom' competition. We will be filming the gardening efforts in Petworth and focusing on the school's sensory garden during this period.

If your child is attending any of the filmed events, please be aware that your child will require a Release From (below) to be signed by you, as their parents/guardians. If there are objections to your child being featured in any filming, then please do let us know.

If you can come along on Saturday, the team look forward to meeting you!

Many thanks,

BBC TWO Britain in Bloom Team!

CONTRIBUTOR RELEASE FORM (CHILD)

PROGRAMME NAME AND SERIES NUMBER (working title) (the "Programme")	"BRITAIN IN BLOOM – SERIES 2" which shall include without limitation any re-edited re-formatted or compilation versions thereof.
NAME, ADDRESS AND TELEPHONE NUMBER OF PARENT/GUARDIAN ("I" "me" "Parent/Guardian")	
NAME OF CHILD ("Child") ADDRESS AND TELEPHONE NUMBER OF CHILD (if different from above)	
AGE AND DATE OF BIRTH OF CHILD	Age: DOB:
DESCRIPTION OF APPEARANCE OF CHILD	(e.g Hair colour, clothing style & colour, distinguishing features etc so they can be identified in edit)
DATE(S) OF CONTRIBUTION (the "Filming Dates")	Saturday 5 th May- Monday 2 nd July 2018
NAME AND ADDRESS OF PRODUCER (the "Producer")	ELECTRIC RAY, 30 GOLDEN SQUARE, LONDON, W1F 9LU

In consideration of the Producer arranging to film the Contribution (as defined below) and for all other good and valuable consideration (the sufficiency of which is hereby acknowledged by me on behalf of my Child), I, on behalf of my Child, agree to the following:

1. I, on behalf of my Child, consent to the photography, filming, recording and/or live relay of my Child on the Filming Date(s) in connection with the Programme (which the Producer intends but does not undertake to produce) (the "Contribution"). I, on behalf of my Child, accept that the Producer is not required to incorporate any of the Contribution in the final version of the Programme.

2. On behalf of my Child I agree that the copyright (if any) and all other rights, title and interest (including, without limitation, all performers' property rights and any rental and lending rights) in respect of the Contribution shall vest in and is hereby irrevocably assigned with full title to the Producer (and this assignment shall operate to the extent necessary as a present assignment of future copyright) to enable the Producer to make the fullest use of the Contribution worldwide in any and all media now known or hereafter developed for the full period of copyright and all renewals and extensions thereof and thereafter so far as may be possible in perpetuity, without any liability or fees becoming due to me, my Child or any third party. Further, on behalf of my Child, I grant to the Producer the right to use and reproduce my Child's name, voice, likeness, photographs and any biographical materials concerning my Child in connection with the promotion and exploitation of the Programme and/or ancillary products and services derived therefrom and/or in connection with the Producer worldwide by all means and in all media now known or hereafter developed in perpetuity.
3. I, on behalf of my Child, accept that the Producer shall have the right to edit, copy and translate the Contribution as the Producer sees fit and, on behalf of my Child, I hereby irrevocably and unconditionally waive the benefit of and agree not to assert any so called "moral rights" or similar laws in any jurisdiction.
4. I warrant that:
 - i. I am the parent and/or authorised guardian of the Child;
 - ii. I have the legal capacity to enter into this agreement and am fully entitled to grant all rights and consents set out herein on behalf of my Child;
 - iii. my Child has no criminal convictions or county court judgments against them and my Child is not the subject of any ongoing criminal proceedings and/or investigations (other than those already notified to the Producer);
 - iv. I am and my Child is aware of the nature and the purpose of the Programme which I acknowledge has been fully explained to me and my Child;
 - v. the content of the Contribution and all information my Child and I have provided to the Producer is entirely honest and true and I agree I will advise the Producer of any information which might compromise or call into question the integrity of the Programme (for example, factual errors);
 - vi. the Contribution shall not infringe the copyright or any other right of any person, breach any contract or duty of confidence, be defamatory and/or otherwise bring the Producer, the broadcaster of the Programme and/or any other party into disrepute; and
 - vii. I shall and shall procure that my Child shall keep confidential any information, photographs or other material relating to the Contribution, the Producer, the Programme and any person or entity connected therewith unless otherwise agreed by the Producer in writing.
5. I agree and agree on behalf of my Child that the Producer shall not be liable to me, my Child or any legal representatives of myself or my Child for any loss or damage or injury to me, my Child or any property caused or suffered in connection with the Producer's making of the Programme unless caused by the negligence of the Producer and recoverable on that ground. I further agree and agree on behalf of my Child that neither my Child nor I shall seek or effect any injunction or restraint on the production, transmission, distribution or exploitation of the Programme.
6. Each party to this agreement will comply with all applicable country laws relating to anti-corruption and anti-bribery, including the US Foreign Corrupt Practices Act and the UK Bribery Act; and agrees and undertakes that they will not perform, offer, give or receive bribes or perform corrupt actions in relation to the procurement or performance of this agreement. For the purposes of this clause, bribes or corrupt actions means any payment, gift or gratuity whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under applicable country laws.
7. I understand that the Producer, any of its group companies and the broadcaster of the Programme may use my Child's name, my name and any personal data that my Child or I have supplied to the Producer for the purposes of the production and exploitation of the Programme and the administration of this agreement and that my personal data and my Child's personal data may be transferred outside of the EEA for these purposes.

8. The Producer shall be entitled to assign this agreement and this agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England.

UK broadcasters are researching diversity on their productions. This covers diversity characteristics you choose to tell the broadcasters about and also how viewers might perceive diversity on screen. If you provide us with your e-mail address we will enter this in a system called Silvermouse. You will be invited to provide, and may do so at your option, your diversity characteristics- gender, ethnicity, disability, age and, if you are over 13 years old, gender identity and sexual orientation. The broadcaster, as data controller, is responsible for the data and will have access to reports compiled from it for purposes of the research.

Further information can be found here: <http://creativitydiversitynetwork.com/diamond-contributors/>

Please signify your acceptance of the above terms and conditions by signing below.

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Signed (Parent/Guardian 1 on behalf of the Child)

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For and on behalf of the Producer

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Date

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Date

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Signed (Parent/Guardian 2 on behalf of the Child)

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Date