



For and on behalf of Zodiak Kids Studio UK Ltd formerly The Foundation Television Productions Ltd
Gloucester Building, Avonmore Road, London W14 8RF
Main Switchboard No. 020 7013 4400 | enquiries@foundationtv.co.uk

SCRAMBLED SERIES 7 – CHILD CONTRIBUTOR RELEASE FORM
(For Contributors under the age of 18)

To: [] (“Contributor/Child/
You”)

c/o: [] (together comprising the
“Guardian”)

Address: []
[]
[]

Email: []

Phone Number: []

Date: []

Programme title
and description: A television provisionally entitled "**Scrambled Series 7**" (“Programme”) which is being
produced by Zodiak Kids Studio UK Limited (“the Company”).

Filming Period: [] (“Filming Period”)

Material: All and any materials created, owned and provided by the Contributor or the Guardian
whether created for the Programme or not to be included in the Programme (e.g. images,
videos, artwork, works of craftsmanship etc.) (“Material”)

In consideration of the sum of one pound sterling (£1) and for such other good and valuable consideration (sufficiency and receipt of which is hereby acknowledged), we write to confirm our Agreement as follows:

- In consideration of our arranging to film and record your contribution the Guardian agrees on your behalf to us recording and filming the interview and/or contribution and/or performance (the “**Contribution**”) to be given by you during the Filming Period.
- You and the Guardian acknowledge that you have had explained to you and you fully understand the full nature of the Programme and your participation in it and you agree to so participate.
- You and the Guardian hereby give all consents necessary for the reproduction, exhibition, transmission, broadcast, publicising, promotion, previewing, reviewing and exploitation of the Contribution and of all or part of the Material (if applicable) without time limit throughout the universe by all means and media (whether now known or hereafter invented) without liability or acknowledgement to you.
- You and the Guardian agree that the copyright, if any, in the Contribution and all other rights title and interest shall be fully assigned with full title to us now and/or in the future. You and the Guardian agree, to irrecoverably waive the right to assert any moral rights under any law.
- We may without your or your Guardian’s further consent use your name, likeness, biography, photograph and recordings of interviews with you in advertising, publicising, promoting the Programme in all media formats throughout the world.

- If applicable, you and the Guardian warrant that in relation to the Material the exercise of the rights in accordance with this agreement will not (a) infringe the copyright or any other personal or property rights of any person or (b) entitle any person to claim any payment from us or from any of our licensees.
- You and the Guardian acknowledge that we shall be entitled to cut, edit and translate the Contribution as we deem fit and we shall not be obliged to include all or any of the Contribution or Material in the Programme.
- The Guardian warrants that he or she is over the age of 18, that he or she is the Contributor's parent and/or lawful guardian and is entitled to enter into this Agreement and to grant all rights and consents given by the Guardian in this Agreement on behalf of the Contributor.

The Guardian agrees to the Company's processing of the Guardian and the Contributor's personal data as set out in the Appendix to this Agreement. Should you wish to know more about how the broadcaster will manage your data please click here https://www.itv.com/data/documents/pdf/ITV_Broadcasting_Privacy_Notice.pdf."

- The Programme and everything that occurs during the Filming Period is highly confidential and is to be treated by you and the Guardian as highly confidential. You and the Guardian will not make any disclosure (directly or indirectly) or supply any information (including any photographs and video footage) or make any statement or comment to the public or any third party (including the press or other media) and including on any website or online platform (such as Twitter, Facebook, or another social networking site, or through a blog or similar) in relation to any matter arising under this Agreement and/or in relation to the Programme, without our prior written consent.
- In the event of a breach by us of any of our obligations under this agreement, your and the Guardian's rights and remedies (if any) shall be to recover damages in an action at law and in no event shall you or the Guardian be entitled by any such breach to enjoin or restrain the production, distribution, exhibition, broadcast, advertising or exploitation of the Programme.
- We shall not be liable to you or the Guardian or your legal representatives for any loss or damage or injury to you or your property caused or suffered in connection with our making of the Programme unless caused by our negligence and recoverable on that ground.
- The main UK broadcasters are researching diversity in production. If the Company has the Guardian's e-mail addresses the Guardians understands that they may be contacted by Soundmouse and invited to provide the Contributor's diversity characteristics – gender, ethnicity, disability, age, and if the Contributor is over 13 years old gender identity and sexual orientation. They are also researching how viewers are likely to perceive diversity on screen. Diversity information will be stored safely and encrypted and used to create anonymised reports. Further information can be found here <http://creativitydiversitynetwork.com/diamond-contributors/>;
- We shall be entitled to freely assign this Agreement and this Agreement shall be governed by and construed under the laws of England and Wales and the parties shall submit any dispute or claim arising out of or in connection with this Agreement to the exclusive jurisdiction of the English courts.
- Executed copies of this Agreement in transmitted electronically in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment.

Yours faithfully,

Read and agreed:

For and on behalf of
**ZODIAK KIDS STUDIO UK
 LIMITED**

.....
GUARDIAN

APPENDIX

What happens to your personal data?

- The Company is committed to safeguarding and protecting personal information and complying with the General Data Protection Regulations and a copy of the Company's Privacy Policy can be provided upon request.
- The Guardian agrees on behalf of themselves and the Contributor to the Company's processing of their and the Contributor's personal data (if any) which the Guardian and/or the Contributor provides to the Company (a) to produce, promote and exploit the Contribution as part of the Programme and (b) for compliance or legal obligations.
- The Guardian acknowledges on behalf of the Guardian and the Contributor that the Company will need to share the Guardian's and the Contributor's personal data with the Programme broadcaster/distributor and any other appropriate third parties (for example, broadcaster, commissioner, distributors or financiers of the Programme) and the Guardian agrees on behalf of the Guardian and the Contributor to the Company using any "Special Category Data" which the Guardian and/or the Contributor has provided/ given access to as part of this agreement for the same purposes.
- The Guardian acknowledges on behalf of the Guardian and the Contributor that the Programme has substantial public and commercial interest and this written contract documents the lawful basis upon which the Company shall process the Guardian's and the Contributor's data and that the Company has a legitimate interest in processing the data provided it balances this interest with the Guardian's and/or the Contributor's legal rights.
- The Guardian agrees on behalf of the Guardian and the Contributor that that the Programme may exist and/or be archived in perpetuity and the Company or a related third party will need to process the Guardian's and the Contributor's personal data for compliance or legal obligations.