1 Stephen Street

London W1T 1AL

Tel: +44 (0)20 7691 6000

Fax: +44 (0)20 7691 6100
www.fremantlemediauk.com

|  |  |
| --- | --- |
| **NAME OF MINOR CONTRIBUTOR:** | (the “**Contributor**”) |
| **DATE OF BIRTH**: |  |
| **NAME(S) OF PARENT(S)/ LEGAL GUARDIAN(S):** | (the “**Parent/Guardian**”) |
| **ADDRESS:** |  |
| **PHONE/ EMAIL:**  |  |
| **DATE:** |  |

**“BRITAIN’S GOT TALENT 10” and “BRITAIN’S GOT MORE TALENT 10” (the “Programme”)**

We write to confirm the agreement between ourselves (“**us/we**” or the “**Company**”) and you (“**you**” or the “**Parent/Guardian**”) on behalf of the Contributor whereby, in consideration for the Company making arrangements to record the Programme, you have consented to the filming and recording of the Contributor’s participation in the Programme (which we propose but do not undertake to produce) on the terms set out below:

**Key Terms**

|  |  |  |
| --- | --- | --- |
| 1. | **Contribution**: | Recorded interviews, meetings and such other filming / recording at various locations as we might require with the Contributor in connection with the Programme.  |
| 2. | **Rights**: | All copyright and other rights in the Contribution. |
| 3. | **Other Special Conditions**: | You hereby confirm that:  |
| 3.1 | you are the parent and/or authorised guardian of the Contributor who is a minor under the age of 18 years and you are authorised to sign this Agreement on behalf of the Contributor;  |
| 3.2 | you have read and understood this Agreement; |
| 3.3 | the format, style and nature of the Programme have been fully explained to you; and |
| 3.4 | you consent to the Contributor participating in and contributing to the Programme entering into this Agreement. |

The General Terms & Conditions appended to this letter shall be deemed part of this Agreement. To the extent that they are inconsistent with these Key Terms, the latter shall apply. Capitalised terms given a meaning in one part of the Agreement shall bear the same meaning throughout the Agreement.

Yours sincerely Agreed and accepted

for and behalf ofthe Contributor

……………………………………….. ……………………………………………..

For and on behalf of **Parent/Guardian 1**

**FREMANTLEMEDIA LIMITED**

**(trading as THAMES) Name:**……………………………….........

……………………………………………..

 **Parent/Guardian 2**

**Name:**……………………………………..

**GENERAL TERMS & CONDITIONS**

1. The Parent/Guardian will promptly and faithfully comply, and shall procure that the Contributor shall promptly and faithfully comply, with all instructions of the Company including but not limited to those involving artistic taste and judgement and consult with the Company at all times regarding the Contribution.
2. The Parent/Guardian hereby agrees for on behalf of the Contributor that the Rights including without limitation the copyright (if any) and all other rights in the Contribution and the Programme shall vest in and are hereby assigned to the Company and grant for and on behalf of the Contributor all necessary consents that may be required under any legislation or regulation in any jurisdiction to permit the Contribution or any part of it (whether as part of the Programme or otherwise) to be exhibited or otherwise exploited by all means and in all media and formats throughout the universe for the full period of copyright and all renewals, revivals, reversions and extensions thereof and thereafter so far as may be possible in perpetuity. The Parent/Guardian further confirms that neither the Parent/Guardian nor the Contributor shall seek to enforce any rights to equitable remuneration in respect of any rental and lending and cable re-transmission rights in the Contribution.
3. Without limiting the foregoing in any way, the Company shall be entitled to (a) alter, adapt or make additions to or deletions from the Programme (and the Contributor’s appearance thereon) at its discretion, (b) make and exploit and to authorise the making and exploitation of any recording or fixation of the Contributor’s appearance separately from or in conjunction with the Programme throughout the Universe in perpetuity by all means and in all media whether now known or hereafter invented including without limitation by way of any interactive, online, telephony or new media application; (c) dub the Contributor’s voice in any language; and (d) include the Contributor’s name, likeness, voice, biographical details, photographs of the Contributor and recordings of interviews with the Contributor separately from or in conjunction with the Programme by all means and in all media and formats throughout the Universe including but not by way of limitation in advertising, publicity and exploitation material;
4. The Parent/Guardian acknowledges that no repeat fees or any other fees shall be payable to the Parent/Guardian or the Contributor in respect of any subsequent rebroadcast or retransmission or any other use by the Company (or any assignees or licensees) of the Programme or any part thereof.
5. The Parent/Guardian hereby waives for and on behalf of the Contributor any so-called 'moral rights' in the Programme and such rights under section 77 and section 80 of the Copyright Designs and Patents Act 1988 as the Parent/Guardian or the Contributor now have or hereafter acquire in relation to the Programme. Accordingly, the Company shall have the unfettered right to modify the Contribution or any part of it in any way that it thinks fit.
6. The Parent/Guardian warrants that he/she has given a full and honest disclosure of all information requested by the Company concerning the Contribution to the Programme and any information which may affect the Contribution, the Programme, the Company and/or the commissioning broadcaster, even if it may be construed as detrimental to the Programme. Except as fully disclosed in writing to the Company prior to the Programme neither the Parent/Guardian nor the Contributor has now or ever been involved in any criminal proceedings whether as a defendant, witness or in any way whatsoever or subject to an order of bankruptcy.
7. The Parent/Guardian shall not (and shall procure that the Contributor shall not) disclose or permit the disclosure to any persons (other than his/her professional advisors) of any information relating to the Company, its business, the Programme or this Agreement and the Parent/Guardian shall keep (and shall procure that the Contributor shall keep) all such information strictly confidential.
8. The Company shall not be liable to the Parent/Guardian or the Contributor for any loss or damage or injury to the parent/Guardian or the Contributor or to the Parent/Guardian’s or the Contributor’s property caused or suffered in connection with the production of the proposed Programme or any advice given to the Parent/Guardian by the Company or its employees, servants or contractors unless caused by the negligence of the Company and recoverable on that ground.
9. The Parent/Guardian agree for and on behalf of the Contributor that the Contribution shall be true and original to the Contributor and shall not contain anything which is defamatory or an infringement of copyright or in contempt of court or which is calculated to bring the Programme, the Company or the commissioning broadcaster into disrepute.
10. Nothing contained in this Agreement shall constitute an undertaking by the Company to produce or exhibit the Programme or to use the Contribution or any part of it in the Programme or its exploitation.
11. The Parent/Guardian confirms that the Contributor is free to enter this Agreement and hereby agrees for and on behalf of the Contributor to indemnify the Company in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against or incurred by the Company as a result of the breach of any of the Parent/Guardian’s warranties, representations, obligations or undertakings contained in this Agreement.
12. The Company shall be entitled to assign the benefit of this agreement either in whole or in part to any of its subsidiary or associated companies or successors in title and/or any third party.
13. The Parent/Guardian agrees on behalf of the Contributor that in the event of any breach of this agreement by the Company the Parent/Guardian shall not be entitled to enjoin and/or injunct the distribution and/or exploitation of the Programmes and any legal remedy the Parent/Guardian may have shall lie in an action at law for damages.
14. The Courts of England shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this release which shall be interpreted according to the laws of England.

**END**