

CONTRIBUTOR RELEASE FORM – CHILDREN

(For children under 16. For young people aged 16/17 where circumstances require parent/guardian consent.)

Programme (working title) (“Programme”)	Children in Need 2024 (working title) and associated programming and material
BBCSPL	BBC Studios Productions Limited, a wholly owned subsidiary of the BBC registered in England and Wales under company no: 09463829 whose address for the purposes of this Agreement is 1 Television Centre, 101 Wood Lane, London, United Kingdom, W12 7FA
BBC	British Broadcasting Corporation
BBC Children in Need	BBC Children in Need, a company limited by guarantee in England and Wales under company number 04723022 and a charity registered in England and Wales under number 802052 and in Scotland under number SC039557, whose registered office is at 4th Floor Dock House, Media City UK, Salford, M50 2LH
Commissioner Broadcaster (the “Commissioner”)	BBC
Programme Description	Children in Need 2024
Child’s name (“Child”)	
Parent/Guardian (“You”/“Your”) Name, address, tel & email	
Please state your relationship to the child:	
Who will attend with the child and be responsible for the child if not you? (name and relationship to child)	
BBCSPL Production Contact Name, title, email & production address	Joe Baldwin, BBC West Midlands Broadcast Coordinator, BBC Birmingham, Level 7, The Mailbox, Birmingham, B1 1RF, joe.baldwin@bbc.co.uk

<p>Contribution</p> <p>Description of the contribution (include any material they will provide like photos and blogs).</p>	<p>Taking part in the filming of a Heart Heroes performing arts session, including drumming, interviews and general shots.</p>

By signing this form You agree to the following terms.

- * You confirm that You are the Child’s parent or legal guardian or adult acting in loco parentis.
- * You acknowledge the nature and purpose of Your Child’s Contribution has been explained to You.
- * BBCSPL takes child safety very seriously and will at all times comply with the Child Protection Policy located here: <https://www.bbc.com/aboutthebbc/reports/policies/childprotection>.
- * You confirm Your Child is sufficiently fit and able to provide their Contribution. If Your Child becomes unwell or may be contagious to others, then You will immediately notify the Production Contact that Your Child will not be able to participate. BBCSPL may at BBCSPL’s discretion prevent Your Child from participating.
- * You will not leave Your Child unaccompanied or ask the production team to care for or supervise Your Child.
- * You will tell Your Child they must not give anyone or ask anyone for any personal contact details (including social media details). If anyone gives or asks Your Child for personal contact details then immediately tell a member of the production team. Only generic production contact details will be provided to You.
- * You give your consent to (i) the filming and recording of Your Child’s interview/performance/contribution to the Programme, (ii) the taking of stills photographs of Your Child and (iii) the communication to the public of Your Child’s Contribution.
- * You hereby assign to BBCSPL all rights in Your Child’s Contribution for BBCSPL to use it worldwide in perpetuity in all media known now or in the future.
- * You agree that if Your Child provides their own existing material (such as photos or blogs) then the material remains Your Child’s property and BBCSPL shall have the right to use the material in or in association with the Programme.
- * To the best of Your knowledge and belief, Your Child’s Contribution will not infringe the copyright or any other rights of any third party or be defamatory and any material Your Child provides is their original work and consent has been obtained from others appearing in such material.
- * BBCSPL may edit, copy, adapt or translate Your Child’s Contribution at BBCSPL’s discretion and You irrevocably waive any “moral rights” that may exist in Your Child’s Contribution.

- * BBCSPL will not be liable for any loss or damage to You, Your Child, Your property or Your Child’s property unless caused directly by BBCSPL’s negligence.
- * Although BBCSPL hopes to use Your Child’s Contribution, we cannot guarantee to do so.
- * You agree that all of the rights, permissions and releases that you give to BBCS in this consent form in respect of Your Child’s Contribution are also given to all persons, firms or corporations who are distributing, broadcasting or using the Contribution (including but not limited to the BBC and BBC Children in Need (“CIN”).
- * In consideration of mutual exchange of obligations, You and BBCSPL agree to these terms.
- * This agreement is governed by the laws of England and Wales and the jurisdiction of the English and Welsh courts applies.

If you agree with these terms please sign below and return it to the Production Contact. A copy is attached for you to keep. If you are unsure of the meaning of any of the terms set out above, the production team can explain them to you.

Thank you once again for your assistance in making the Programme.

Signed for BBC Studios Productions Limited

I agree to these terms:

Signed by parent/guardian..... Date

About Your and Your Child's privacy:

- * This Programme is produced by BBCSPL on behalf of BBC Children in Need and the BBC for broadcast, use and exploitation by BBCSPL, the BBC and BBC Children in Need). BBC Studios are the primary data controller of the data you provide and is responsible for handling personal data you provide, including your contribution, in accordance with data protection law. Where your personal data or that of your child is shared with BBC Children in Need or the BBC, they will each become separate data controllers of the data they receive, and the data will be subject to their privacy policies (links to these are provided at the end of this privacy statement).
- * We have a legitimate interest in using you and your child's personal data for journalistic, artistic and literary purposes. We may also process personal data for the performance of your contract with us (for example to pay you) and/or for fulfilling our legal obligations (for example, HMRC reporting or safeguarding).
- * If you or your child provide us with special category or criminal offence personal data (for example as part of your contribution itself, or in relation to your health via fitness to work forms or background checks), we will only process this for the purposes of journalism, art and literature or where we have your consent or otherwise where the law allows. Access to such personal data will be restricted to relevant members of the programme's production team and crew and the programme's external experts and professional advisers (where relevant).
- * BBC Children in Need processes you or your child's data for its legitimate interests, it does to raise awareness of and raise funds for the charity ensuring that any processing does not unreasonably impact your rights and freedoms. Where BBC Children in Need process Special categories of personal data or criminal convictions information it does so on where it has a safeguarding obligation or on the basis that you consent to that processing except where your personal data is from public sources in which case the processing is for its legitimate interests where it will not unreasonably impact your rights and freedoms.
- * We intend to keep your child's contribution in perpetuity. We will keep this release form for the duration of copyright in the material. All other information will be kept only for as long as necessary and in accordance with our retention schedule. Generally, this may be up to 7 years and may include information such as your application form, contact details, and any relevant information collected in connection with fitness to participate (including medical information). Unless you advise us otherwise, we may also store your contact details so we can contact you about contributing to future series or other BBC Studios programmes.
- * If you or your child's contribution is not used in a programme, or is not intended for broadcast, we will delete your contribution much sooner - usually within 12 months of it being filmed.
- * We will share some of you and your child's data with the Commissioner (the BBC) and BBC Children in Need. Specifically we may share details relating to contributors for the purpose of obtaining editorial, safety, insurance or other professional advice and we may share completed contributor release forms with BBC Children In Need to enable them to use content in their own promotional materials.

- * 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, gender identity and sexual orientation.

The broadcaster is responsible for this data and will have access to reports compiled from it for purposes of the research. Further information can be found here: <http://creativitydiversitynetwork.com>

- For more information about how we, the BBC and BBC Children in Need use Your personal data and your rights, visit our privacy policies:
 - BBC Studios Contributor Privacy Policy: <https://productions.bbcstudios.com/privacy-policy>
 - BBC Contributor Privacy Notice: <https://www.bbc.com/contributors/working-for-the-bbc/privacy-notice>
 - BBC Children in Need Privacy Policy: <https://www.bbcchildreninneed.co.uk/legal/privacy-policy/>