



**“KIDS’ WB (Competition)”
PHOTOGRAPH CONSENT**

THE FOLLOWING DOCUMENT IS AN IMPORTANT LEGAL DOCUMENT. DO NOT SIGN IT UNTIL YOU HAVE READ AND UNDERSTOOD IT.

To: Nine Network Australia Pty Limited A.B.N. 88 008 685 407 and its successors, executors, licensees and assigns (**Producer**)

I, _____ of _____
(FULL NAME) (ADDRESS)

(a) represent and warrant that I am the parent/legal guardian of the following minor:

_____ aged _____ years (**Minor**);
(CHILD’S FULL NAME) (CHILD’S AGE)

(a) understand that the entry and photograph of the Minor (**Photograph**) that I and/or the Minor entered in the “Kids’ WB (Competition) competition” (**Competition**) has been selected as the prize winner of the Competition and consent to Kids’ WB using the Photograph as set out in this Deed Poll;

(b) warrant, represent and undertake to Nine that I own all rights, title and interest in the Photograph (including, without limitation, copyright in the Photograph);

(c) irrevocably assign to Nine all rights, title or interest (both present and future) (including, without limitation, all copyright) in the Photograph in perpetuity throughout the world and agree to execute any document or otherwise do anything that may be necessary to perfect the assignment contemplated by this paragraph;

(d) acknowledge and agree, for the avoidance of doubt, that Nine will be exclusively entitled to exploit the Photograph in any manner and media throughout the world, including, without limitation, exploiting the Photograph:

- (i) by television on the Kids/ WB television show, broadcast on Nine (and its affiliate television stations);
- (ii) online, in particular (but not limited to) the Kids’ WB website; and
- (iii) in any other form of media expression that Nine, in its complete discretion determines suitable;

(e) acknowledge and agree that Nine may publish, broadcast, reproduce, communicate to the public, authorise or otherwise use the Photograph in any layout and accompanied by text and/or graphics it chooses without further reference to the Minor or the Parent/Guardian and that Nine owns copyright in the Photograph and may exercise all of the rights of the copyright owner in respect of such Photograph (including but not limited to editing the response as deemed necessary by Nine);

(f) acknowledge that neither I nor the Minor are not entitled to receive any remuneration, payment or compensation in connection with Nine’s exploitation of the Photograph;

(g) acknowledge and agree that Nine has no obligation to use the Photograph of the Minor in connection with the broadcast of Kids WB’ or otherwise;

(h) warrant, represent and undertake to Nine that:

- (i) I have full power to enter into this Deed Poll and that the terms of this Deed Poll do not conflict with any existing commitment on my part;



- (ii) I have not granted and will not grant any rights to any other person which is inconsistent with this Deed Poll or that may in any way limit, restrict or impair the rights of Nine under this Deed Poll;
 - (iii) there are no agreements or arrangements that conflict with the terms of this Deed Poll or that may in any way limit, restrict or impair the rights of Nine under this Deed Poll;
 - (iv) without limiting paragraph (h)(iii) I and/or the Minor have not previously sold or granted another person or entity the right to exploit the Photograph;
 - (v) the Photograph does not infringe the rights of any other person or entity, including, without limitation, any intellectual property rights;
- (i) to the extent permitted by law, waive any and all of my and/or the Minor's rights and any claim which I may have now or in the future against Nine for any acts which would infringe my moral rights in the Photograph, as described in Part IX of the *Copyright Act 1968* (Cth), or any analogous rights that exist or may come to exist anywhere in the world. For the avoidance of doubt, I agree that Nine and persons authorised by Nine may amend, edit, select, crop, manipulate, retouch, add to or delete from the Photograph;
- (j) indemnify and hold Nine, its employees, agents, related bodies corporate and assignees harmless from any claim, demand, expense, loss, damage and cost that Nine or its employees, agents, related bodies corporate and assignees may sustain as a direct or indirect result of any breach of this Deed Poll by me and/or the Minor or in connection with Nine's use of the Photograph, including without limitation any action for defamation; and
- (k) this Deed Poll is governed by and will be construed in accordance with the laws of the State of New South Wales, Australia and the executing party submits to the exclusive jurisdiction of the Courts of that State (including any court exercising appellate jurisdiction with respect to those Courts) in respect of any actions, suits and/or proceedings arising out of or in connection with this Deed.

Executed as a Deed Poll

SIGNED SEALED and DELIVERED by _____)
)
 in the presence of : _____) Signature of Parent/Legal Guardian

 Signature of witness

Name of witness (print): _____ Date: _____

SIGNED SEALED and DELIVERED by _____)
)
 in the presence of : _____) Signature of Minor (where Minor is aged over 16 years)

 Signature of witness

Name of witness (print): _____ Date: _____