

DISCLAIMER AND LICENCE

FROM:

NAME of ADDRESS:

FROM:

NAME of ADDRESS:

TO: Eleventh Hour Films Limited ("**EHF**" which term includes its affiliates, assignees and licensees)

DATED:

ALEX
RIDER

By submitting your video (such video and all materials relating to it and all trademarks, trade names, and the names and likenesses of any individuals that appear being the "Materials"), you and any person included in the video, including without limitation, any voices that are heard on the video (collectively referred to as "You" or "Artist" or "Your", as applicable, are agreeing for good and valuable consideration (receipt of which you hereby acknowledge) to the following;

- You hereby grant to EHF, a non-exclusive, worldwide, royalty-free perpetual right and license to (a) reproduce, distribute, transmit, publicly perform and publicly display the Materials, in whole or in part, in any manner and media, including in all marketing materials and on EHF's social media channels and partner media channels (b) modify, adapt, translate and create derivative works from the Materials, in whole or in part, in any manner and media, and (c) sublicense the foregoing rights, in whole or in part, to any third party, with or without a fee use the Materials the names and likenesses of any individuals that appear in the Materials worldwide in any and all media.
- You acknowledge that EHF shall collect, use and otherwise process certain personal data relating to You in accordance with Appendix 1.

You agree that EHF shall be under no obligation to make any use of the Materials and shall not be liable to You in the event that the Materials are not used and You agree that EHF shall not be liable for any third party use of the Materials.

- You waive any moral rights in respect of the Materials.
- You waive any right to injunct, enjoin or restrain the use by EHF of the Materials.
- This disclaimer and licence shall be governed by English law and subject to the non-exclusive jurisdiction of the English courts.

.....

Agreed and accepted

.....

Agreed and accepted

PARENT/LEGAL GUARDIAN SIGNATURE REQUIRED IF YOU ARE UNDER 18

By signing below I confirm that I am the parent or legal guardian of the Artist and I agree that Artist has read and understood this disclaimer and licence. I consent to the Artist entering into the disclaimer and licence and shall if necessary procure Artist's signature to a ratification agreement if required by EHF when Artist is 18 years old.

Dated:

Parent/Legal Guardian

SIGN:

PRINT NAME:

Appendix 1

DATA PROTECTION NOTICE

Eleventh Hour Films Limited ("Eleventh Hour Film") is the controller of your personal data.

This notice explains:

- Why Eleventh Hour Films processes your personal data;
- With whom Eleventh Hour Film shares your personal data;
- How Eleventh Hour Films protects your personal data if it is transferred outside the European Economic Area;
- Your rights; and
- Who to contact if you have queries.

Why does Eleventh Hour Film process your personal data?

Personal data which you supply throughout the casting process to Eleventh Hour Films about yourself (including but not limited to information about your health and any previous criminal convictions) will be used in a number of ways, for example:

1. Where it is necessary for Eleventh Hour Film's legitimate interests, as listed below, and where the Eleventh Hour Film's interests are not overridden by your data protection rights:
 - for selecting potential contributors to take part in and appear on the relevant television series ("the Programme").
 - to assess whether you are a suitable contributor in relation to the Programme
 - to safeguard your welfare during participation in the Programme
2. Where this is necessary for Eleventh Hour Films to establish or perform the contract between you and the Eleventh Hour Films:
 - to develop, produce and publicise the Programme and
 - (if you are selected to participate in the Programme) to broadcast and distribute the Programme and exploit all allied and ancillary rights including but not limited to video, DVD, online, books and magazines.
3. Where you have given your consent to the processing of your personal data: to send you
 - direct marketing from Eleventh Hour Films
 - to carry out background checks (including criminal record checks).
4. We also carry out background checks on the internet and social media, to assess whether you are suitable for the Programme. We may also use a third-party database that combines private and public information, to conduct our background searches. This is in our legitimate interest to assess whether you are suitable for the Programme.
5. When Eleventh Hour Films asks you for personal data, Eleventh Hour Films will make clear which personal data has to be provided by law, or in order for Eleventh Hour Films to enter into or fulfil a contract with you. If mandatory data is not provided, then Eleventh Hour Films will not be able to assess your application to participate in the Programme.
6. Eleventh Hour Films will retain personal data no longer than is necessary to carry out the purposes listed in this notice and/or as required by applicable law.

With whom does Eleventh Hour Films share your personal data?

7. Eleventh Hour Films will not publish your address or contact details.
8. Your personal data will be shared with: members of the Programme production team and relevant staff at the broadcaster of the Programme;
Eleventh Hour Film's insurers as well as the broadcaster's insurers, where deemed necessary; and third parties who provide services to Eleventh Hour Films in connection with:
 - > supplying IT systems and services
 - > marketing and social media support
 - > administering compensation and travel reimbursements

Information about transfer of personal data

9. Should we transfer your personal data outside of the European Economic Area to a country that does not have data protection legislation that does not afford the same level of protection as within the European Economic Area, Eleventh Hour Films puts in place transfer mechanisms approved by the European Commission, including use of approved contractual clauses, Privacy Shield and Binding Corporate Rules.

Your Rights

10. You have a right to access and correct your data and to ask us to provide some of your personal data in a structured, machine readable format. In addition, you can object to the processing of your data (where we process this for purposes of direct marketing or where we process your personal data because this is in our legitimate interests) and you can ask us to erase or restrict your data. These rights can be limited - for example, if we are required by law to retain your data.
11. Where you have given Eleventh Hour Films your consent to process your personal data, you may withdraw consent at any time. If you ask to withdraw your consent to Eleventh Hour Films processing your personal data, this will not affect any processing which has already taken place at that time
12. If you have unresolved concerns about how your personal data has been handled, you have the right to complain to a data protection authority, in the country where you live, work, or where you consider that your data protection rights have been breached.

Contact Us

13. If you have any questions about how Eleventh Hour Films process your personal data or wish to exercise your rights, please email Eleventh Hour Films at alexrider@eleventhhourfilms.co.uk