

Appearance Release – TRUTH&RECONCILIATION CONVERSATIONS

REFLECTING FREEDOM NETWORK (the "**Company**" which expression includes any assignee, licensee or successor in title) is making a documentary film, provisionally entitled "TRUTH&RECONCILIATION CONVERSATIONS", made up of material submitted by online users via a dedicated microsite and certain other contributors, which is intended for making available on YouTube and other commercial exploitation worldwide (the "**Film**" which expression includes any and all versions of such film now or subsequently produced, any part or parts of such film, any audio only track or version of such film, any trailers, teasers, advertising or promotional material, DVD "extras", bonus materials, electronic press kit, making-of film, documentary or other production based on or relating to such film, or any other material connected with advertising, promoting or exploiting such film).

One of the filmmakers submitting footage for the Film (named below) has recorded you and/or your voice and/or other sounds created by you on camera, or intends to record you and/or your voice and/or other sounds created by you for this purpose.

NAME OF FILMMAKER: (the "**Filmmaker**")

If you (the "**Contributor**") agree that this recording (or any part of it selected by us) of the Contribution (as defined below) may be included in the Film and/or be uploaded and/or used on the dedicated microsite for the Film located at <https://www.youtube.com/channel/UCIMsqOpBNZqhYEmir79VbKA>(the "**Film Microsite**") and/or any other website owned by the Company relating (in whole or in part) to the Film including without limitation the YouTube channel located at <https://www.youtube.com/channel/UCIMsqOpBNZqhYEmir79VbKA> (together with the Film Microsite, the "**Websites**") , please read the following which sets out our agreement in relation to you and the Film ("**Release**") and sign at the end of this Release to acknowledge your agreement.

The Company shall be under no obligation to use the Contribution or any part of the Contribution and shall not be liable to the Contributor in the event that no part of the Contribution is used in the Film or on the Website or otherwise in accordance with clause 2 below, in which case the terms set out in the Release below (other than clause 9 below which shall apply in any event) shall not apply and neither party shall have any obligation to the other.

If (in the Company's sole discretion) the Contribution or any part of the Contribution is included in the Film and/or on any Website and/or otherwise in accordance with clause 2 below, in consideration of the same and for other good and valuable consideration (together, the "**Consideration**"), the receipt and sufficiency of which the Contributor acknowledges, the Company and the Contributor agree as follows:

1. The Contributor confirms that they have irrevocably and voluntarily consented to participate in any and all video recordings submitted by the Filmmaker to the Company (the "**Videos**" which may comprise audiovisual, visual only or audio only content).
2. The Contributor irrevocably grants to the Company:
 - (i) a non-exclusive royalty free licence (where applicable, by way of present licence of present and future copyright); and
 - (ii) all consents which are or may be required under the Copyright, Designs and Patents Act 1988 (UK) (as amended or re-enacted from time to time) or under any similar laws of any jurisdiction (including without limitation the U.S.) now in force or in the future enacted, for the Company to make the fullest use of the Contributor's appearance, performance, voice and other sounds in the Videos and all products of the Contributor's contribution to the Videos (together, the "**Contribution**") and of the Videos, the Film and any clips from the Film (in each case incorporating the Contribution or any part of it) throughout the world in perpetuity in all languages, in any and all media and by any and all means now known or devised in future (including without limitation any renting and lending of the Film and any use or exploitation in connection with any Website, the YouTube website and any other websites, products, businesses and/or services of Google and any of its group companies (the "**Google Services**")) without liability or acknowledgement to the Contributor.
3. The Contributor irrevocably grants to the Company the unlimited right to download, edit, copy, add to, take from, modify, adapt, translate, dub or subtitle the Contribution (including without limitation the right to extract audio only or picture only content). To the extent permitted by law, the Contributor irrevocably waives the benefits of and agrees not to assert and waives and releases the Company from any and all claims that the Contributor may now or hereafter have in any jurisdiction based on any provision of law known as "moral rights" or "droit moral" or any similar rights or unfair competition with respect to the exploitation by the Company of the Videos without further notification or compensation to the Contributor of any kind, and the Contributor agrees not to instigate, support, maintain, or authorise any action, claim, or lawsuit against the Company or any other person in connection with the Videos or the Film, on the grounds that any use of any Videos or any derivative works thereof, infringes or violates any rights of the Contributor.
4. The Contributor agrees that the Consideration includes equitable remuneration in respect of any and all rights of whatsoever kind or nature (including rental and lending rights) to which the Contributor may now be or shall subsequently become entitled under the laws of any country in connection with the exploitation of the Videos, the Film and the Contribution in any and all media.
5. The Contributor warrants and confirms to the Company that (i) unless their parent or legal guardian also signs this Release, they are at least 18 years old (or the legal age of majority in their country of residence, if older), (ii) they have the

right to enter into this Release and grant the rights referred to in it free from any encumbrances and third party rights, (iii) the Contribution is original to the Contributor and (iv) nothing in the Contribution infringes or will infringe the copyright or any other rights (including any rights of confidentiality) of any person or is or will be defamatory or derogatory of any person. The Contributor agrees to indemnify and to keep the Company fully indemnified against all claims, costs, proceedings, actions, demands, damages and/or liabilities whatsoever incurred by and/or awarded against and/or compensation agreed by the Company in consequence of any breach or non-performance by the Contributor of the warranties specified in sub-clauses (ii)-(iv) (inclusive).

6. The Company shall have the right to use the Contributor's name, photograph, non-photographic likeness and voice throughout the world for all purposes of advertising, promotion, publicity, broadcast, exhibition, distribution, exploitation and communication to the public of the Videos, the Film, any Website and the Google Services in any and all media now known or devised in future in perpetuity.
7. The Contributor irrevocably releases the Company from any and all claims for invasion of privacy, violation of any publicity rights, defamation (including libel or slander), breach of moral rights or similar rights and in respect of any other personal or property rights in connection with the use of the Contribution and undertakes that the Contributor will not now or in the future assert or maintain any such claim against the Company.
8. The Contributor acknowledges that the Contributor shall not in any circumstances be entitled to rescind this Release or to any injunctive or other equitable relief or to enjoin or restrain the production or exploitation of the Videos or the Film.
9. **The Contributor acknowledges that the Contributor is solely responsible for any claims, losses, damages, expenses and other liabilities of any kind whatsoever arising from or as a result of or connected with any activities involved in participating in the Videos (together, "Liabilities"), including without limitation any damage or loss to any property (including the Contributor's property) and any injury to or death of any person (including the Contributor) and the Contributor irrevocably releases the Company and any third parties from any and all Liabilities.**

10. The Company shall be entitled to assign or licence the whole or any part of this Release to any third party.
11. For the purposes of the applicable UK Data Protection Act legislation, and any analogous legislation applicable in any other jurisdiction, the Company is the data controller, and agrees to use the personal information provided by the Contributor (and, where applicable, their parent or legal guardian) in accordance with the Company's Data Protection Notice for Contributors which also summarises certain of the Contributor's (and, where applicable, their parent's or legal guardian's) rights under applicable UK Data Protection laws.
12. If any provision of this Release is invalid, void or unenforceable under the law, rules or regulations of a particular country, such provisions shall in no way affect any other provision of this Release, the application of such provision in any other circumstance or the validity or enforceability of this Release and such provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements of the relevant jurisdiction.
13. This Release constitutes the entire agreement between the parties and shall be governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.
14. This Release may be executed in any number of counterparts, original or sent by facsimile or transmitted in any electronic format, each of which when so executed shall be deemed an original and all of which shall together constitute one and the same agreement. The parties agree that this Release may be authenticated with an electronic signature and each party's electronic signature should be given the same legal force and effect as a handwritten signature. In this Release "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign and thereby authenticate the record.



for and on behalf of
REFLECTING FREEDOM NETWORK

I confirm that I have read and agree to the above, including the Data Protection Notice for Contributors

Details and Signature of Contributor (and, where applicable, Parent/Guardian):

NAME:

ARE YOU UNDER 18 (OR UNDER THE LEGAL AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE IF THAT IS MORE THAN 18)?*:

ADDRESS:.....

.....

TEL NO:.....

EMAIL ADDRESS:.....

DATE:

SIGNATURE:

***If you are under 18 (or under the legal age of majority in your country of residence if that is more than 18), please have your parent or legal guardian sign and complete the details below:**
I am the parent and/or lawful guardian of the Contributor, who is a minor, named above (“Minor”) and I am satisfied that this Release is for the benefit of the Minor and consent to the execution of this Release by the Minor and confirm the foregoing on the Minor’s and my own behalf. Moreover, neither the Minor nor I will attempt at any time or for any reason to revoke any of the foregoing consents, waivers, releases or agreements. **I confirm that I have read and agree to the Data Protection Notice for Contributors**

SIGNATURE (Parent/Legal Guardian):

NAME (Parent/Guardian):.....

DATE:.....

ADDRESS (IF DIFFERENT FROM MINOR):.....

TEL NO. (IF DIFFERENT FROM MINOR):.....

EMAIL ADDRESS (IF DIFFERENT FROM MINOR):.....