



## Media consent

### Terms and conditions

I acknowledge and agree:

- photographs, sound recordings or audio visual recordings (as relevant to the Materials) in which I appear will be provided to the Victorian Health Promotion Foundation (ABN: 20 734 406 352) (VicHealth) who may use those items internally or externally to promote its business and further its objectives under the Tobacco Act 1987 (Vic), and I irrevocably consent to my image and voice being used for these purposes (including the Agreed Purposes);
- that VicHealth may edit, amend or otherwise vary photographs, sound recordings or audio-visual recordings (as relevant to the Materials) at any time and may use those items in any other media, or may not use the items at all. I understand that VicHealth will not be required to enter into any correspondence with me about such decisions;
- there is no time limit on VicHealth's use of the photographs, sound recordings or audio-visual recordings (as contained in the Materials);
- VicHealth will deal with my personal information in accordance with its privacy policy and I understand that I may seek access to personal information by contacting VicHealth;
- I agree to be photographed or recorded voluntarily and I understand I will not receive payment, royalties or other consideration for my appearance in these items or for any subsequent use of such items by VicHealth or its licensees or assignees;
- that I do not have any interest in the copyright to the Materials. The Materials will become VicHealth's property and VicHealth and Cancer Council Victoria may keep the Material on record and may use the material in the future as they sees fit in accordance with the permission, I have provided in this form. VicHealth and Cancer Council Victoria will not be required to enter into any correspondence with me about such decisions;
- that the Materials may be edited, modified, altered, cropped, combined, duplicated, used, re-used or similar with other content such as images, video, audio, text, graphics or other publication mediums by VicHealth or Cancer Council Victoria or others for the Agreed Purposes and for any internal and external VicHealth and Cancer Council Victoria communications and reporting,

including to promote their business and further VicHealth's objectives under the Tobacco Act 1987 (Vic);

- that the Materials may contain my personal information (including any sensitive information that is comprised in the Materials), and that this will be collected and handled by Cancer Council Victoria on VicHealth's behalf, in accordance with VicHealth's Privacy Policy and Collection Statement and Cancer Council Victoria's Privacy Policy and Collection Statement. I understand that my personal information will be used, disclosed and published (to the public) for the Agreed Purposes (which may include disclosures to overseas recipients who are not subject to Australian privacy laws and the protections they afford). For further information about how to request access to or correction of my personal information, or to make an enquiry or complaint, I can review the privacy policies and collection statements referred to in this paragraph;
- that I have the right to enter into this Agreement and am not restricted by commitments to third parties. I warrant that VicHealth's and Cancer Council Victoria's use of quotes, text or artwork composed by me will not infringe the rights of any other person;
- that Cancer Council has the right for the Materials only to do any or all things VicHealth and Cancer Council Victoria requires which may or could otherwise be inconsistent with my moral rights, which are rights that may arise for the creator(s) of the Materials;
- that I have not received, nor will I receive payment from Cancer Council Victoria or VicHealth or its licensees or assignees unless otherwise agreed by Cancer Council Victoria or VicHealth in writing;
- that I am over 18 years old, or I am the parent or legal guardian of the minor named above and I have read the above clauses and understand their content;
- that Cancer Council Victoria or VicHealth will not be liable for any claims and/or actions arising from VicHealth's or Cancer Council Victoria's use including any claims of defamation, invasion of privacy, infringement of moral rights or rights of publicity; and
- that I waive any right to review or approve any uses of the Materials. This consent form and the rights granted to VicHealth and Cancer Council Victoria will continue unless otherwise agreed in this form or I have requested to withdraw my permission and Cancer Council Victoria and VicHealth has agreed.