



# BENDIGO KANGAN INSTITUTE TALENT RELEASE & PUBLICITY CONSENT FORM

I,  
of (address)  
(suburb) (postcode)  
Telephone: Mobile:  
Email:

1. Give my consent to appear in visual and/or audio recordings produced in any format (collectively "Recordings") taken or recorded of me by Bendigo Kangan Institute or its appointed representatives (including its contractors or service providers) for the purposes of Bendigo Kangan Institute using the Recordings in any of its advertising, promotional, publications or other material including social media ("Publicity Material").
2. Give consent for my name, words, text, artworks and/or designs (collectively "Talent") to be used by Bendigo Kangan Institute or its appointed representatives (including its contractors or service providers) for the purposes of Bendigo Kangan Institute using the Talent in any of its Publicity Material.
3. Acknowledge and agree that:
  - (a) Bendigo Kangan Institute may use the Recordings, Talent and/or Publicity Material from time to time and for such period as Bendigo Kangan Institute deems appropriate;
  - (b) any use by Bendigo Kangan Institute of the Recordings, Talent and/or Publicity Material will be without remuneration or compensation to me and does not require any further consent by me;
  - (c) all intellectual property and any other rights to or in the Recordings or Publicity Material will be owned exclusively by Bendigo Kangan Institute;
  - (d) to the extent necessary, I hereby assign all existing and future rights in the Recordings and Publicity Material to Bendigo Kangan Institute;
  - (e) this form does not create or alter any existing employment relationship between myself and Bendigo Kangan Institute; and
  - (f) If Publicity Material containing the Recordings and/or Talent has been created or is in use by Bendigo Kangan Institute, it can continue to be used or distributed if my consent is subsequently withdrawn but no new Publicity Material is to be created or distributed by Bendigo Kangan in respect to me.
4. Hereby release, discharge and agree to hold harmless Bendigo Kangan Institute and its appointed representatives (including its contractors or service providers) from all claims, causes of action and liability of any kind related to or arising out of Bendigo Kangan Institute's use of the Recordings, Talent and/or Publicity Material pursuant to this Consent form.

Brief description of Recording and/or Talent:

Course:

Signature:

Signature of Witness:

Name and address of Witness:

Date:

OR, WHERE THE PERSON IS UNDER 18 OR HAS A GUARDIAN APPOINTED,  
THE PARENT OR GUARDIAN SHOULD SIGN BELOW:

**Parent / Guardian Consent:**

I / We

(print name/s),

as the Parent(s) / Guardian(s) of  
have read, understood and agree to the terms set out in this Consent form and hereby consent to them.

Signature:

2nd Signature:

(for joint Parents/Guardians) Date:

**Please return completed and signed form to Marketing, Bendigo Kangan Institute via:**

Email: [marketing2@kangan.edu.au](mailto:marketing2@kangan.edu.au) | Post: Private Bag 299, Somerton, VIC 3062

**Information about having visual and/or audio recordings taken of you for Bendigo Kangan Institute**

*Note: Where a photo or photograph is used, the same applies to any other recordings, such as video, film and sound.*

**What will happen to my photograph/recording once it is taken?**

The Institute will store your photograph digitally in its photographic database and library. The talent release consent form that you signed will be placed in a file. The photograph and the form will be cross referenced to ensure we have your permission to use your photograph.

**Who can use my photograph/recording?**

Once stored in the database, your photograph may be used by the Institute or its appointed representatives (including its contractors or service providers) ("Institute").

Your photograph cannot be shared with any person, organisation or company outside of the Institute without your express permission.

**Where will my photograph/recording be used?**

Your photo may be used in a variety of communications and applications, ranging from small newsletters to major displays. Some of the typical places you might see your photo include:

- In newsletters we distribute both printed and electronic format.
- In advertisements in newspapers, magazines or television in Victoria, Australia and overseas.
- In a range of printed publications such as strategy documents or brochures promoting our services.
- On our websites and social networks, including but not limited to Facebook, Twitter, Instagram, Snapchat and YouTube.
- On our educational displays.

**What if I don't want my photograph to be used somewhere?**

It can be quite a surprise to see your photograph blown up two metres tall at a display, or to suddenly find yourself appearing on television. You need to be aware that your photograph may be used in these situations. If there are circumstances where you do not want your photo used, make sure you specify that in the talent release consent form you sign. Or if you are giving permission for your photograph only to be used for one purpose, you also need to specify this in the talent release consent form.

**I had my photograph taken some time ago and I no longer want it used. How can I get it taken out of the database?**

You should email the address on the talent release consent form to discuss this.