

Permission to use Audio Visual materials

Definitions

In this License:

CITS means the Department of Creative Industries, Tourism and Sport.

Materials include:

- (i) photographic images;
- (ii) video recordings;
- (iii) films; and
- (iv) audio recordings.

State means the State of Western Australia, any Minister of the State, any department, agency or authority of the State and each of their respective officers and employees.

Terms and Conditions

1. The grantor of this licence (Grantor) gives CITS and the State, a perpetual, irrevocable, worldwide, royalty-free licence to use the Materials listed on the attached form for the purpose of promoting the State including CITS, its programs and its policies or for any other printed or digital publication or material including but not limited to promotional videos, online newsletters, social media and website content issued by CITS and any other State party.
2. In granting this licence, the Grantor acknowledges and agrees that CITS and the State will have the right to reproduce, publish or otherwise communicate the Materials in a printed or digital format and may alter, crop or manipulate the Materials in a reasonable manner.
3. Where the Grantor is not the same person or entity as the image copyright holder, the Grantor hereby warrants that the Grantor has obtained all appropriate licences and/or permissions to sign the attached form and grant this licence and indemnifies CITS and the State against any potential breach of copyright by any third-parties in relation to the Material.
4. Where the subject(s) of the Image is a person or persons, the Grantor hereby warrants that they have obtained the consent (if required), of any such persons (or a parent or guardian where the subject is a child or children), to use the Materials in the manner contemplated by this licence.
5. Where the Grantor is an entity, the person signing the attached form on behalf of the Grantor hereby warrants that he or she is authorised to grant this licence on the Grantor's behalf.
6. Where any permissions, authorisations or licences have not been obtained in accordance with paragraphs 3, 4 and 5 above, the Grantor agrees to indemnify CITS against any loss or liability sustained by CITS in relation to any unauthorised use of the Materials.

Name

Organisation

Signed

Date

Email address

Contact telephone

Material 1:

File name:

Description of activity/event name/project name/performance name:

Location (place name/town/city):

Date (Month/Year):

Photographer's/video content creator's name:

Material 2:

File name:

Description of activity/event name/project name/performance name:

Location (place name/town/city):

Date (Month/Year):

Photographer's/video content creator's name:

Material 3:

File name:

Description of activity/event name/project name/performance name:

Location (place name/town/city):

Date (Month/Year):

Photographer's/video content creator's name:

Material 4:

File name:

Description of activity/event name/project name/performance name:

Location (place name/town/city):

Date (Month/Year):

Photographer's/video content creator's name:

Material 5:

File name:

Description of activity/event name/project name/performance name:

Location (place name/town/city):

Date (Month/Year):

Photographer's/video content creator's name:

Material 6:

File name:

Description of activity/event name/project name/performance name:

Location (place name/town/city):

Date (Month/Year):

Photographer's/video content creator's name: