

## AUTHORITY TO USE IMAGES (single signatory)

**Artwork:** Artwork commissioned at (and on the interior or exterior walls, or associated fixtures and fittings, of) the following branches of Bendigo and Adelaide Bank Limited and/or Community Bank branches (companies in the “Community Bank” network being organisations with whom Bendigo and Adelaide Bank Limited has a franchise agreement for the distribution of banking services and products) during (date) \_\_\_/\_\_\_/\_\_\_:

Event / Activity name			
Date of event / activity		Branch Location	

### PRIVACY

We are committed to ensuring that your privacy is protected. We collect your personal information to verify that you have properly consented to the use of your Images (as defined) for the purposes outlined below. Without this information, we are unable to verify your consent (and cannot use your Images). For information about how we treat your personal information, how you can access or seek correction of it, or how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint, please read our Privacy Policy (available at our branches or online at [www.bendigobank.com.au/public/privacy-policy](http://www.bendigobank.com.au/public/privacy-policy)).

1. I consent to Bendigo and Adelaide Bank Limited ABN 11 068 049 178, “Community Bank” companies and their respective affiliates, and their respective employees, agents, legal representatives, successors and permitted assigns (“**Bendigo Bank**”) taking photographs of me at the Event/Activity and making audio and video recordings of me and/or the Artwork in any format, whether hardcopy or electronic (collectively “**Images**”).
2. I authorise Bendigo Bank to use the Images in whole or in part in any of its advertising or promotional material and via social media.
3. I agree and acknowledge that:
  - a. Bendigo Bank may use the Images from time to time and for such periods as Bendigo Bank deems appropriate;
  - b. Bendigo Bank may use my name, likeness, voice and any biographical material provided by me (or by third parties with my consent) in connection with any use of the Images including on any Bendigo Bank website, on social media and in reports and presentations to third parties;
  - c. Bendigo Bank (and third parties assisting or providing services to Bendigo Bank associated with the Images, but solely for the purposes of providing such assistance and services) may undertake alterations, amendment, deletion or modification of the Images, edit and synchronise the Images, and otherwise deal with or change the Images which actions may otherwise constitute an infringement of my moral rights;
  - d. any use by Bendigo Bank of my Images will be without payment to me and does not require my further consent or any notice of any particular use;
  - e. all intellectual property rights to or in the Images (including copyright) will be owned exclusively by Bendigo and Adelaide Bank Limited;
  - f. to the extent necessary, I hereby assign all existing and future intellectual property rights in and to the Images to Bendigo and Adelaide Bank Limited;
  - g. this Deed does not create or alter any existing employment relationship between me and Bendigo Bank;

- h. following the publication of my Images, Bendigo Bank cannot control the unauthorised use of my Images by persons not associated with Bendigo Bank; and
  - i. I forever waive any right to inspect or approve my Images before publication by Bendigo Bank.
4. I release and indemnify Bendigo Bank for any loss or damage (including consequential loss) arising from or in connection with the publication of my Images, except to the extent that the loss or damage has been caused by Bendigo Bank.
  5. I have (unless a parent or guardian consent is completed below) full legal capacity to give this consent, release and indemnity and to execute this Deed such that it is legally enforceable.

<b>Executed as a DEED on:</b>	
Full name	Signature
Email address	Mobile

<b>Witnessed by:</b>	
Full name of witness	Signature of Witness
Position	ADM (if applicable)

**If you are under 18 years of age, your parent or guardian must fill out this section:**

**PARENT OR GUARDIAN CONSENT**

I \_\_\_\_\_ as the parent or guardian of \_\_\_\_\_  
[full name]  [child's full name]

have read, understood and agree to the terms and conditions set out in this AUTHORITY TO USE IMAGES and hereby consent to them.

<b>Executed as a DEED on:</b>	
Full name of parent/guardian	Signature
Email address	Mobile