

## **CONSENT TO USE, RECORD OR DISCLOSE COPYRIGHT MATERIAL, IMAGE, RECORDING, NAME OR PERSONAL INFORMATION**

### **CONSENT GIVEN**

On behalf of the student identified in the Enrolment Form (the Individual), the person or persons signing the Consent (the Signatory)\* grant consent to the Department of Education, Training and Employment (the Department), to Nerang State High School (the School) and to any other Department or Agency of the State of Queensland (the State) to use, record and disclose the Individual's:

- name, image and recording, which includes photographs, videos, film or sound recordings of the student; and
- copyright material, including their written, artistic or musical works or video or sound recordings

*\*Note: If the Individual is under 18 years of age, the Signatory must be a parent or guardian of the Individual. The Individual must also sign if he or she is under 18 and able to give and understand the consent. If the Individual is 18 or older, the Signatory and the Individual will be the same person.*

It is not compulsory for you to provide this consent. If you decide not to provide consent, this will not adversely affect academic achievement, or any relationships with teachers or the school.

### **What is this consent for?**

This Consent authorises the Department, the School and the State to use the Individual's personal information and copyright material, together with information about the Individual's participation in Departmental, School and State initiatives. The consent covers the entire or partial use of the Individual's personal information and copyright material in conjunction with other words and images. For example, the Individual's personal information and copyright material may appear in school newsletters, magazines, websites (including Social Media Websites) and other school, departmental or State publications, as well as in television advertising, videos, brochures, forms, public relations displays, annual reports, press advertising, internal documents such as manuals, websites, certificates and strategic plans, and posters and other promotional material. There may also be occasions on which the Department or School may approve the media, such as local newspapers and television stations, using information and copyright material in relation to the Individual (for example, where the Individual is involved in dramatic or musical performances, sporting activities or award ceremonies).

### **Websites**

Individuals and Signatories should be aware that publication of an Individual's personal information and Individual work on Social Media Websites is similar to publication in newsletters, magazines, brochures, etc; however publication on Social Media Websites is publication of that material to the world at large.

Individuals and Signatories should be aware that the publication of an Individual's personal information and Individual work, by the Department, the School or the State, on a Social Media Website typically constitutes a permanent and publicly available record of that material. This means that anyone may be able to copy and use an Individual's personal information and Individual work that has been published on a Social Media Website for any purpose and without the consent or knowledge of the Department, the State or the Individual. Individuals or Signatories should not grant their consent to the Department, the School or the State to use an Individual's personal information or Individual work in connection with a Social Media Website if the Individual or Signatory does not agree to the material being permanently available to the public.

If an Individual's personal information or Individual work is published on a Social Media Website, that material will be governed by the privacy policy and terms of use of the relevant Social Media Website. The Department, School or State cannot reasonably control how an Individual's personal information or Individual work is used by third parties once the material has been published on a Social Media Website.

### **What is copyright material?**

An Individual's copyright material may include written work (e.g. stories and poems), paintings, pictures, drawings, designs, photographs, videos, films, music, performance, recordings, computer programs, websites, sculptures, fashion, metal- or wood-works made by them or to which they contributed. In the case of students, it includes, but is not limited to, work that they create in the course of their studies during the time they are enrolled at a State school. These materials may form part of their academic assessment or be part of their studies generally and may attract copyright.

The Department understands that students generally own the intellectual property rights in the material they create and that this Consent is not meant to transfer the Individual's ownership of the intellectual property in their copyright material.

### **What is personal information?**

Personal information includes information or opinions, whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion. This includes the Individual's name, image or video or sound recording. It also includes the Individual's educational information such as the Individual's assessment and results, and health information and court orders provided to the Department or School, where such information may enable the Individual to be identified.

### **What if I give my consent and later change my mind?**

This consent will be in effect from the date the Consent is signed. The Department, the School and the State will then start using the Individual's personal information and Individual work to create material incorporating the Individual's personal information and Individual work and entering into contractual obligations in relation to that material.

If you wish to later modify or revoke this consent, the Individual or the Signatory should send a notice in writing to the Principal of Nerang State High School. After that notice is received, the Department, the School and the State will not make any new additional use of the Individual's work, but any existing uses will continue.

Where the Department or another person uploads material to a Social Media Website or other website, it may need to accept contractual obligations that are perpetual and irrevocable. It may not be possible to ensure that all copies of the material are deleted or cease to be used, and the Department, the School and the State cannot take responsibility for doing so.

## **PURPOSE**

This consent only applies to any use, recording or disclosure of the Individual's personal information or Individual work, in connection with the Department, the School or the State, for the following purposes:

- any activities engaged in during the ordinary course of the provision of education and training (including assessment) or other purposes associated with the operation and management of the Department or the School;
- public relations, promotion, advertising, media and commercial activities. If this is via the internet, this will only be via the School Website (<https://nerangshs.eq.edu.au>) or School Facebook site.
- where the material is uploaded to a Social Media website or other website:
  - any purpose, commercial or otherwise, required by the operators of the website as a condition of uploading the personal information or Individual work; and
  - transfer of the personal information outside of Australia in the course of the operation of the website.
- use by the media in relation to the Individual's participation in school activities or community events, including, for example, dramatic or musical performances, sporting activities and award ceremonies; and

## **DURATION**

If the Department, the School, the State or another person permitted by them is using the Individual's personal information or Individual work, or has entered into contractual obligations in relation to the Department's, the School's or the State's material that incorporates the Individual's personal information or Individual work, the consent will continue in relation to that material until the use is complete or until the contractual obligations come to an end. It is not possible for the Signatory or the Individual to withdraw the Individual's personal information or Individual work or revoke this consent in relation to such existing uses of that material.

If you do wish to revoke or modify this consent in relation to any further new uses of the Individual's personal information or Individual work, the Individual or the Signatory should send a notice in writing to the Principal of Nerang State High School. After that notice is received, the Department, the School and the State will still be able to continue the existing uses, but will not be able to make any further new use of the Individual's personal information or Individual work.

The Signatory acknowledges that where material is uploaded to a Social Media website or other website:

- the use and contractual obligations may be perpetual and irrevocable; and
- it may not be possible to ensure that all copies of the material are deleted or cease to be used, and the Department, the School and the State will not be responsible for doing so.

## **DEFINITIONS**

- 'Use' includes:
  - to create, make copies of, reproduce, modify, adapt or retain in any form, including by camera, video, digital recorder, webcam, mobile phone or any other device; and
  - to distribute, publish or communicate in any form, including in newsletters and other print media, television and the internet and Social Media websites, in whole or in part, and to permit other persons to do so.
- The Department, the School or the State will not pay the Signatory or the Individual for giving this consent or for the use of the Individual's personal information or Individual work.
- This Consent revokes and replaces all previous consent forms in relation to the use of the Individual's personal information or Individual work.
- This Consent is a legally binding and enforceable agreement between the Signatory and the Department, the School or the State.
- Nothing in this Consent limits the rights that the Department, the School or the State reserve in relation to the use of the Individual's personal information, Individual work or other intellectual property under any other law.
- The 'Department' and the 'State' include the officers and employees of the Department and the State engaged in performing services for the Department and the State.
- 'Social Media Website' includes any website operated by a third party which facilitates the uploading and sharing of user generated content, including social and professional networking websites, web forums, blogs and wikis.
- This consent extends to the Department and the State:
  - disclosing the Individual's personal information and Individual work to the Department's and the State's agents, contractors and volunteers for the purpose of performing services for the Department and the State; and
  - permitting those persons to use, record and disclose such material to the same extent as the Department and the State are entitled to deal with the Individual's personal information and Individual work.