



Contributor's release form

Project title: **What Scotland Means to Me** ('the Film')

Name of production company: **National Library of Scotland** ('the Company')

Title of one-minute film contribution ('the Contribution')

Name of contributor ('the Owner')

Address of contributor

Email address of contributor

Telephone number of contributor

I hereby consent to the use of my Contribution in the Film and confirm that I understand and agree to the terms and conditions specified below.

Signed by contributor

Print name

Date

Contributor under 16 years of age

Consent signed by parent / guardian

Print name

Privacy information

The personal data you give above will be used for the purposes described in these terms and conditions below. Our legal basis for processing your data is that it is necessary for the contract you enter into with us when you sign this form. Your rights as a data subject under the General Data Protection Regulation apply to how we process your personal data. You have the right to access any of your personal data that we are processing; the right to ensure that we correct any inaccuracies in your personal data that we are processing; the right, in certain circumstances, to restrict our processing of your personal data; the right to receive personal data that you provided to us in a structured machine-readable format; and the right, in certain circumstances, to request that we erase your personal data.

Electronic Upload Submission:

We use a third party provider, FilmFreeway, as a platform for you to upload and deliver your film to us. For more information about how FilmFreeway processes your data, please see [FilmFreeway's Privacy Policy](#). FilmFreeway are based in Canada and data transferred to us through FilmFreeway will be transferred to Canada.

Paper or email Submission:

You can choose to send your submission by data disc or email film and forms through WeTransfer. WeTransfer is a third party provider through which you can deliver your film to us. For more information about how WeTransfer processes your personal data, please see [WeTransfer's Privacy Statement](#). Your data will not leave the European Economic Area.

Terms and Conditions

The Owner hereby grants to the Company the non-exclusive and irrevocable right and licence to record and include all or part of the Contribution as part of the Film. The Company shall have the right to preserve the Contribution in Scotland's Moving Image Archive and reproduce the Contribution as part of the Film, throughout the world in perpetuity.

1. The Owner hereby irrevocably grants to the Company the non-exclusive and irrevocable right and licence to record and reproduce the Contribution for and/or in connection with the production, exploitation, sale, rental, lending, making available to the public, promotion and/or advertising of any and all versions of the Film by all means and in media whether now known or hereafter developed or discovered and to authorise others to do any of the foregoing.
2. The Owner represents and warrants that the Owner is the sole author and owner of the Contribution and is entitled to grant to the Company the rights granted under this agreement, the consent of no other person is required in order for the Company to use the Contribution. The Owner warrants that the Contribution does not infringe upon copyright, moral rights or any other right of any other person.
3. The Owner will defend, indemnify and hold harmless the Company, its employees, officers, directors, licensees and assigns for any claim, action, liability or expense arising from a breach or alleged breach of any of the above representations or warranties.
4. The Owner agrees that the Company may modify the Contribution, the Owner hereby waiving all moral rights in the Contribution.
5. The Company shall be under no obligation to make any use of my Contribution within the Project and shall not be liable to me in the event that my Contribution is not included in the Project or if the Project is not exhibited.
6. The Owner understands that there is no fee offered for Contributions and no expenses incurred as a result of submission will be paid.
7. This agreement constitutes the entire agreement between the parties and may not be modified except by written instrument signed by both parties. The Company may license or assign the rights set out in this agreement without the consent of the Owner.
8. The Company may without my further consent use my name, likeness, biography, photographs of me and recordings of interviews with me for all purposes of advertising, publicising, distributing the Film and/or advertising, promoting or publicising the Company in all media and formats throughout the universe.
9. The Courts of Scotland shall have sole jurisdiction in relation to the terms and conditions of the agreement contained in this release, which shall be interpreted according to the laws of Scotland.