



## IMAGE CONSENT FORM

The Kenya Academy of Sports places great importance on protecting and promoting the welfare, well-being and privacy of the athletes whom we engage with. Accordingly, this form concerns the use of images and video footages in relation to athletes involved in KAS activities and programmes (as defined below). To support its commitment to safeguarding, the Academy requests that the athlete and or parents/guardians consents by completing this form.

### YOUR DETAILS

**Athletes name:**

**Are you aged 18 or over (Yes/No)?**

*If you are under the age of 18, a parent/legal guardian must complete this form on your behalf.*

**Parent/Guardian name:**

*Parents should complete this form on behalf of their children who are under 18.*

Contact number(s):

Email address:

Address:

By signing this form, you consent and agree to the terms set out below (this "Agreement").

1. This Agreement confirms the terms on which you agree to allow the Kenya Academy of Sports (KAS), a State Corporation with offices at the Moi International Sports Centre Kasarani, Nairobi to use, for the purposes set out below (see **Use of the Images** – the "Use"), the photograph(s) and/or video footage(s) taken during KAS activities and programmes and/or any related information (the "Images") featuring you and/ or any Participant identified above - of whom you confirm you are the parent or guardian.

2. KAS will own the Images created at or as a result of the activities or programmes completely.
3. KAS may itself or may permit its agents/partners to edit, copy or adapt the Images in any manner it thinks fit and you now give all necessary clearances, permissions and waivers for it to do so.
4. KAS does not undertake to use the Images nor to credit you (or your Participant) if it does use them and shall not owe any compensation, and you shall receive no payment of any kind, in relation to the use of the Images or the above rights in any activities or programmes.

## **B) Data Protection**

5. For the purposes of data protection legislation, KAS is a "data controller", responsible for the personal data comprising the images and your contact details and any related personal data.
6. To the extent such personal data is processed by or on behalf of KAS in connection with the Use of the Images, you are now expressly giving your consent to that use. **If you do not wish to consent to the Use of your images or your personal data being processed by the KAS Entities, you should decline to complete this form.**
7. You have the right to withdraw that consent at any time by contacting KAS using the details provided below. This will not affect the lawfulness of KAS's use of the Images before you withdraw your consent. KAS may still process personal data (including contact details) relating to the Participant so far as necessary for the administration of the activities or programmes.
8. Information provided by you on this form will be held securely and will only be shared with those who need it on a "need-to-know" basis to facilitate KAS's Use of the Images (see below).

## **C) General**

9. In return for our mutual exchange of obligations, you and KAS agree to the terms of this Agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of Kenya and the courts of Kenya shall have exclusive jurisdiction.

### **USE OF IMAGES (and related data)**

1. KAS may wish to use your personal data (including images of you) to inform, market and promote its programmes and activities and the Academy generally, across print, broadcast and online outlets. Such use may involve sharing your data (including images and video content featuring you) with

- third parties and other broadcast, print and digital media partners.
2. KAS may use your data (including images of you) on its social media (including Twitter, Facebook, TikTok, WhatsApp, SnapChat and Instagram) and for its own commercial and internal purposes.

**DECLARATION**

By signing below, you certify that:

- The information submitted is true and accurate to the best of your knowledge.
- You have read the contents of this Agreement.
- If completing on behalf of an under 18, you have legal parental responsibility for the Participant detailed above, are entitled to complete this form and provide your consent on their behalf.

A copy of this Agreement for you to keep can be provided upon request. If you are unsure of the meaning of any of the terms set out above, a representative of KAS can explain them to and/or you can contact KAS using the contact details provided below.

*Signature:* .....

*Name* .....

*ID. No.:* .....

*Date and Time* .....

*KAS Details* .....