



Consent Form to Use of Image, Voice and Other Information 肖像、声音与其他信息使用同意书

The British School of Guangzhou (“**School**”) and Nord Anglia Education Limited and its affiliates (collectively, “**NAE**”) use photos, films, videos, clips, sketches, and other media and promotional works (collectively “**Promotional Work**”) to promote the School and NAE through their websites, school communications, direct emails, magazines, and various social medias.

广州英国外籍人员子女学校（“**学校**”）及Nord Anglia Education Limited与其关联方（统称“**NAE**”）使用照片、影像、视频、短视频、短剧和其他媒体与推广材料（统称“**推广材料**”）通过其网站、学校通讯、直邮、杂志和其他各类社交媒体推广学校和NAE。

From time to time, the School’s campuses, events and activities may be the subject of a Promotional Work. I acknowledge that I am fully aware that names, images, voices and likenesses of me and any applicant/student (“**Student**”) that I am responsible for as his/her parent or guardian may be captured in such Promotional Work and that the Student will contribute to, create and appear in such Promotional Work. I further understand that the School and NAE desire to use such Promotional Work in which the Student and/or I might appear, and certain information about the Student or me, in connection with the Student’s and/or my participation in the School’s events or activities to promote School and NAE.

学校的校园和活动可能不时成为推广材料的内容。我确认：我完全了解我和我作为父母或监护人负责的任何申请者/学生（“**学生**”）的姓名、肖像、声音和形象将可能用于此类推广材料，学生将帮助或参与制作此类推广材料，并将出现在此类推广材料中。我进一步理解，学校和NAE有意使用含有我和/或学生以及关于我和/或学生参与学校活动的某些信息的推广材料，以推广学校和NAE。

I have agreed to grant and by signing this Consent Form do hereby grant, certain rights to the School and NAE and release the School and NAE from certain liabilities, on behalf of myself and on behalf of the Student (if the Student is not capable of providing his/her own consent). This Consent Form confirms the Student’s and my grant of rights and our agreement as follows:

我代表我本人并代表学生（若学生不具备本人给予同意的能力）同意授予并通过签署本同意书在此授予学校和NAE相关权利并免除其相关责任。本同意书确认学生和我授予的如下权利和我们给予的如下同意事项：

1. Grant of Rights 授权

- 1.1 I, on behalf of myself and the Student, authorize the School and NAE to record my and/or the Student’s participation in the School’s events or activities on video tape, audio tape, film, photograph or any other medium. I, on behalf of myself and the Student, hereby grant to the School and NAE the worldwide and sublicensable right and license to: (a) use, edit, reproduce, modify, portray, publish, copy, distribute, publicly perform, and display without restriction all or portions of my or the student’s identity and my or the Student’s experience at the School’s campuses, events or activities, including without limitation my or the Student’s name, fictional names (if any), voice, photograph, words, image, or other likeness of me or the Student, and any audio and video recordings of me or the Student or remarks and statements made by me or the Student (collectively “**Images and Remarks**”, which, for purpose of this Consent Form,



do not include email address, postal address, telephone or fax numbers of me or the Student); and (b) use, copy, distribute, perform, display and create any copyright protected Promotional Work of my or the Student's Images and Remarks or using or incorporating my or the Student's Images and Remarks (collectively "**Particular Promotional Work**") for advertising, distribution, marketing, promotion, publicity, research, reporting or any other lawful purposes. To avoid any doubt, my grant of the right and license under this Clause 1.1 is conditional on that (i) the School and NAE will store all my and my child's Images and Remarks in the NAE's image achieves; (ii) the School and NAE will use all my and the Student's Images and Remarks for purposes described in this Consent Form; and (iii) the School and NAE will not sell any of my or the Student's Images and Remarks to any third party without my prior written consent.

我代表我本人和学生，授权学校和 NAE 以录像、录音、影像、照片或其他媒体记录我和/或学生参与学校活动。我代表我本人和学生在此授予学校和 NAE 世界范围内可再许可的以下权利和许可：**(a)**无限制地全部或部分使用、编辑、复制、修改、描绘、出版、拷贝、分发、公开表演和展示我或学生的身份与我或学生在学校校园或活动中的经历和体验，包括但不限于我和学生的姓名、假名（如有）、声音、照片、言论、肖像或其他形象，我或学生的任何声频或视频记录以及我或学生作出的评论和陈述（统称“**肖像与评论**”，为本同意书之目的，不包括我或学生的电子邮箱地址、邮政通信地址，电话或传真号码）；与**(b)**为广告、分发、营销、推广、公开发表、研究、报道或任何其他合法目的而使用、复制、分发、表演、展示并创作具有著作权的使用我或学生肖像与评论或含有我或学生肖像与评论的推广材料（“**特定推广材料**”）。为避免疑义，我在第 1.1 条下授予权利和许可基于以下前提条件：**(i)**学校和 NAE 将把我和学生的全部肖像与评论储存于 NAE 的肖像档案；**(ii)**学校和 NAE 将为本同意书记载的目的使用我和学生的全部肖像与评论；且**(iii)**学校和 NAE 不会未经我的事先书面同意将我或学生的肖像与评论出售给任何第三方。

- 1.2 I waive any of my or the Student's right to own, inspect, approve or receive any payment or attribution with respect to any Particular Promotional Work.

我放弃我和学生对任何特定推广材料的所有权，也放弃对特定推广材料进行检查和批准的权利，并放弃因特定推广材料而获得任何报酬或收益。

- 1.3 I understand and agree that the Images and Remarks, and any Particular Promotional Work may be used without any restriction as to changes or alterations, and may be modified.

我理解并同意，肖像与评论以及任何特定推广材料在使用时可不受任何限制地进行改变或调整，且可能被修改。。

- 1.4 To the extent moral rights in my or the Student's Images and Remarks or any Particular Promotional Work may not lawfully be waived, I hereby agree not to bring any actions or claims against the School or NAE therefor.

如果我或学生的肖像与评论或任何特定推广材料的人身权利不能合法放弃，我在此同意不就其向学校或 NAE 采取任何法律行动或提出任何权利主张。

2. **Copyrights**

著作权

The School shall have complete ownership of any such Particular Promotional Work, including all copyrights, and any such Particular Promotional Work will only be used for the purpose/s mentioned in this Consent Form. Furthermore, I acknowledge that I or the Student shall have no rights in any Particular



Promotional Work.

学校将拥有任何特定推广材料包括全部著作权在内的完整所有权，且任何此类特定推广材料仅将用于本同意书提及的目的。同时，我确认我或学生在任何特定推广材料中不享有任何权利。

3. Term 期限

Unless agreed otherwise in writing, I agree that the right and license I have granted under Clause 1.1 with respect to my and the Student's Images and Remarks shall be for a long-term until the School ceases its operation.

除非另有书面协议，我同意我在第 1.1 条下授予的关于我和学生的肖像与评论的权利和许可期限为长期，直至学校停止运营。

4. Regrant of Rights 重新授权

It is agreed that the School and NAE shall not use any Particular Promotional Work for any purposes other than those described in this Consent Form unless I have regranted the right and license with respect to my and the Student's Images and Remarks.

除非我已经就我和学生的肖像与评论重新授予权利与许可，学校和 NAE 承诺不会将任何特定推广材料用于本同意书所述目的之外的任何其他目的。

5. Withdrawal of Grant 撤回授权

It is further agreed that I have the right to withdraw the grant of right and license under Clause 1.1 at any time in my sole discretion, provided however that I shall notify the School and NAE of my withdrawal in writing one (1) month in advance.

我有权自主决定，随时撤回第 1.1 条下授予的权利和许可，但条件是我须在撤回前一（1）个月书面通知学校和 NAE。

The contact information of the School and NAE is as follows:

学校和 NAE 的联系方式如下：

Attention:	Admissions Team
收件人	招生团队
Email:	admissions@bsg.org.cn
电子邮箱地址	

Upon receipt of my withdrawal of grant, the School and NAE shall acknowledge their receipt of the withdrawal in writing by letter or email. The School and NAE shall delete any such Particular Promotional Work from image achieves within one (1) month and shall not use my or the Student's Images and Remarks in any new Promotional Work from the date of receipt of withdrawal. However, I acknowledge that even if I withdraw the grant of right and license under Clause 1.1, any Particular Promotional Work may still remain in circulation or online.

一旦收到我撤回授权的通知，学校和 NAE 应通过信件或电子邮件书面确认。学校和 NAE 应在一（1）个月内从肖像档案中删除任何该等特定推广材料，且从收到撤回通知之日起不得在任何新的推广材料中使用我或学生的肖像与评论。但是，



我确认即使我撤回第 1.1 条下授予的权利和许可，任何特定推广材料仍有可能继续流转或存在于网络。

6. **Release**
免除责任

I hereby release the School and NAE from any claims that may arise regarding the use of my or the Student's Images and Remarks including any claim of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright.

我在此放弃就学校和 NAE 使用我或学生的肖像与评论而对其提出任何权利主张，包括诽谤、侵犯隐私权、侵犯人身权利、公开发表权或著作权。

7. **Representations and Warranties**
陈述和保证

I represent and warrant that I have the power, capacity and authority to grant the rights to the School and NAE herein granted, that this Consent Form constitutes my and the Student's legal and binding obligation enforceable in accordance with its terms, and that the grants of rights or any portions thereof will not conflict with any similar grants of rights agreements I or the Student has made.

我陈述并保证我有权力、能力和权限授予学校和 NAE 本同意书下的权利，本同意书依据其条款构成了我和学生合法有约束力且可强制执行的义务，且授予的权利或其任何部分不与我或学生作出的任何类似授权协议相冲突。

8. **Contact**
联系

I agree to receive information/news/updates and other communications, in hard copy, electronic, via telephone and other means, from the School and NAE. I hereby consent to collection and disclosure of my mailing address, email address, and phone number to the School and NAE for such purposes.

我同意接受学校和 NAE 通过纸质文件、电子方式、电话或其他方式提供的信息/新闻/更新和其他通讯。我在此同意学校和 NAE 为这些目的收集和披露我的邮政通讯地址、电子邮箱地址和电话号码。

9. **Binding Agreement**
有法律约束力的协议

This Consent Form expresses the entire understanding among the School/NAE, the Student, and me, and supersedes any prior agreements and discussions among us with respect to the Student's or my publicity rights. This Consent Form may be amended only by written instrument signed by the School/NAE, me and the Student (if appropriate). The provisions hereof shall be binding upon the Student, me and my heirs, representatives, executors, administrators, and successors. The School and NAE may, in their sole discretion, assign or transfer all or portions of this Consent Form.

本同意书阐明了学校/NAE、学生和我之间的完整谅解，并取代我们之间关于学生或我的公开发表权的任何先前的协议和讨论。本同意书仅能以学校/NAE、我和学生（如适用）签署的书面文件进行修改。本同意书的规定对学生、我和我的继承人、代表、遗嘱执行人、管理人和承继方均有法律约束力。学校和 NAE 可完全自主转让本同意书的全部或部分。



10. Governing Law and Dispute Resolution
适用法律和争议解决

The laws of the People’s Republic of China will govern this Consent Form. Actions or claims of any type related to this Consent Form shall be brought in the appropriate court where the School is registered.

本同意书受中华人民共和国法律管辖。与本同意书相关的任何诉讼或索赔应提交至学校登记地有管辖权法院解决。

BY SIGNATURE BELOW, I AGREE AND ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND ACCEPTED THIS CONSENT FORM; THAT THE PROVISIONS CONTAINED HEREIN REPRESENT AN AGREED ALLOCATION OF RISKS WHICH THE SCHOOL AND NAE ARE RELYING UPON; THAT I HAVE SIGNED THIS CONSENT FORM VOLUNTARILY AND OF MY OWN FREE WILL; AND THAT I HAVE HAD AMPLE OPPORTUNITY TO ASK QUESTIONS REGARDING THE TERMS AND CONDITIONS OF THIS CONSENT FORM.

通过下方的签字，我同意和确认：我已经阅读、理解和接受本同意书；本同意书的规定阐明了学校和 NAE 所依赖的、各方协商同意的风险安排；我自愿且出于自己的自由意志签署本同意书；且我已有充分机会就本同意书的条款和条件提出问题 and 咨询。

Parent / Legal Guardian Name 父母/法定监护人姓名		Date 日期
Parent / Legal Guardian Signature 父母/法定监护人签字		
Contact Details 联系方式		

BY SIGNATURE BELOW, I AGREE AND ACKNOWLEDGE THAT I AM CAPABLE OF PROVIDING MY OWN CONSENT IN RESPECT OF THE USE OF MY IMAGE, VOICE AND OTHER RELATED INFORMATION; THAT I HAVE READ, UNDERSTOOD, AND ACCEPTED THIS CONSENT FORM; AND THAT I HAVE SIGNED THIS CONSENT FORM VOLUNTARILY AND OF MY OWN FREE WILL.

通过下方的签字，我同意并确认：我本人有能力就使用我的肖像、声音和其他相关信息作出同意；我已经阅读、理解并接受本同意书；我自愿且出于自己的自由意志签署本同意书。

Name of Student 学生姓名		Age 年龄
Student signature (if appropriate) 学生签字（如适用）	(if appropriate)	Date 日期