

# **AUSTRALIAN RUGBY LEAGUE**

## **IMAGES POLICY**

### **INTRODUCTION**

A high level of care needs to be exercised by clubs and associations when dealing with the issue of photo images of children.

There have been a number of instances where photos of children in sporting magazines and sporting websites have been misused and/or altered for inappropriate purposes.

Clubs and associations also need to be alive to the possibility that photo images bearing the name of the child and also identifying the club, can lead to the child being located and contacted by third parties for inappropriate purposes.

ARL urges its member clubs and associations to be aware of such risks and to take steps, where possible, to minimise those risks.

### **THIRD PARTY PHOTOGRAPHERS**

ARL recommends that steps be taken to verify that bona fides of any third party photographer wishing to take photographs of children participating in your Club or Association. Even when the bona fides are verified, ARL recommends that the third party photographer be required to complete the enclosed Authority to Photograph form, which vests all of the intellectual property in the photos directly to your Club.

### **USE OF CHILD IMAGES IN YOUR WEBSITE OR NEWSLETTERS**

It is common practice for clubs and associations to use images of participating children on the club's website and in newsletters.

ARL recommends the selection of images which are not likely to be used by others in an inappropriate manner. Wherever possible, use images which portray the children in full playing uniform.

Clubs and associations should only use images of children when so authorised by the children's parent to guardian. A sample authority form is enclosed for that purpose.

## **GENERAL CAUTION ON PERSONAL INFORMATION**

Be conscious of the possibility of the misuse of personal information such as phone numbers, addresses or names published by your club or association, especially when such information can be cross referenced to photo images naming those children appearing.

ARL recommends that only the contact details for club officials are displayed on your published material and also recommends the exercise of caution in publishing the full names of children appearing in any published material.

When publishing photo images on a website, take advice from a computer specialist to minimise the possibility of images on the website being copied and misused inappropriately.

Under no circumstances allow any photographer access to a child for personal or unsupervised photo sessions.

Where the club is aware of upcoming exposure by the Club to newspaper or television exposure, a general caution should be issued to parents, notifying them of the media exposure and giving them the opportunity to make enquiries or objections.

## **WHAT TO DO IN THE EVENT OF A BREACH**

If you believe there has been a breach, or even a potential breach, of the Images Policy, ARL recommends that you:

- (a) provide such evidence to your local police station; and
- (b) notify ARL

## PHOTOGRAPHY APPLICATION

Name of Photographer: .....

Address of Photographer: .....

.....

Driver's License Number: .....

**1. Nature of Photographer's connection with the Club:**

.....

.....

**2. Purpose of Request for photography authorisation:**

.....

.....

**3. Agreement as to Intellectual Property:**

3.1 In consideration for authorised access to record photographic images of the participating members of the Club, the Photographer acknowledges that all ownership and intellectual property rights in the images taken by the Photographer vests upon its creation jointly in the Club and the parents of the member of the club whose image is recorded.

3.2 The Photographer must, at the Photographer's own cost, do all things necessary to vest ownership and title of the intellectual property in the photo images, in the Club and the parents of the member of the club whose image is recorded.

3.3 The Photographer must ensure that all releases, license fees and/or consents applicable by law are paid and/or obtained from the Club and the member of the Club; in writing in advance prior to any reproduction, adaptation or use of any intellectual property necessary by the Photographer in the publication of any such photographic images.

3.4 If the Photographer wishes to publish any such photographic images in any publication, or on any website, the Photographer must first obtain the written consent of the Club and disclose in writing to the Club the name, location, type and extent of use of the proposed usage of the photographic images.

3.5 The Photographer must make and keep proper records in accordance of all photo images made by the Photographer and the location of them at all times.

- 3.6 The Photographer must ensure that the images are used, copied or reproduced only for the limited purposes stated in this Agreement and only with the prior written approval of the Club. Whilst the Club will not unreasonably withhold approval, it may attach any terms and conditions it considers appropriate, especially for the members of its Club, who the Photographer acknowledges are minors.
- 3.7 Use of the intellectual property may be made by the Club for purposes including advertising, promotion, and development purposes.
- 3.8 The Photographer shall ensure that where the images will be securely stored.
- 3.9 The Photographer will ensure that where the images have not been used within 12 months of the date of the creation of the images, all such images will be destroyed.

4. **Indemnity:**

- 4.1 The Photographer and any successors and assignees, will indemnify and keep indemnified the Club and its officers from and against all actions, claims, suits, demands, costs including legal costs, expenses and damages which arise from any Act or omission of the Photographer or any representative, agent, sub-contractor or the like, including but not limited to any claim for damages by a third party or a member of the Club against the Club, arising from the use or mis-use of any photo images taken by the Photographer.

.....  
Signature of the Photographer

Date: .....

.....  
Signature of Club Official

.....  
Name of Club Official

PARENTAL AUTHORITY  
TO PUBLISH IMAGES

..... Club would like to use photographs of your child in its communication activities and material for the purpose of promoting the Club and rugby league.

The Club will take all reasonable care in using photographs that are appropriate and in context.

The use of your child's photograph may include, but is not limited to, reproduction in; electronic and printed promotional material, the Club's website and media promotion activity.

By signing this form you agree to the following:

1. .... Club is able to use your child's image as many times as it requires, for the purpose of promoting the Club and rugby league.
2. Your child's image may be reproduced and may be altered, distorted or blurred for design purposes.
3. You do not need to be consulted each time your child's image appears.

Your agreement to permit the use of such photographs of your child is greatly appreciated.

If you have any queries or concerns relating to the use of your child's image for the Club's promotional material, please contact the President of the Club.

**Permission Granted**

*I approve that my child or ward's image can be included in images compiled by the Club for a period of three (3) years from the date of this permission form. I approve this on the understanding that the Club use the image only for general promotion of the Club and rugby league. I acknowledge that such images may be reproduced in electronically or printed promotional material and that they can be used for media promotion purposes. I understand that I do not need to be consulted about the context in which the photograph appears.*

*I confirm that I have read this form and understand its terms.*

*I am over the age of 18 years.*

**Child's Name:** .....

**Child's Age:** .....

**Parent/Guardian's signature:** .....

**Parent/Guardian's name:** .....

**Phone contact details:** .....

**Date:** .....