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I do give permission for photographs/still/moving footage of myself taken by/on behalf of Sage and/or photographs, still images, videos, written and verbal accounts and other material that I have posted on my social media accounts or otherwise made publicly available, as well as my written or verbal materials or testimonials (which may include my name and business name) (collectively “the Material”), to be published in the media as set out in section 1 of the below Terms and Conditions (“Media”) produced by The Sage Group plc or any of its subsidiaries, affiliates (for example, business partners, marketing agencies, etc), subcontractors or licensees (“Sage”), subject to the terms below.

I confirm that I have reached the age of majority.

## Terms and Conditions

1. I agree that for the purpose of its publicity materials, Sage needs to be the legal and beneficial owner of the rights in the Material as used in the Media (as defined below). In consideration of the undertaking given below by Sage and a copy of the Material being provided to me by Sage for my own personal use only (acknowledged as received), I grant to Sage (and its assignees where appropriate, and including Sage’s Business Partners) the exclusive, royalty free, right to use worldwide the Material either together, alone or in conjunction with any other wording and/or images as decided by Sage in all and any media including without limitation in Sage’s printed publications, presentations, promotional materials, in the advertising of its goods or services or on Sage’s websites, social media platforms, social networking sites and blogs as well as for use in internal and external brand materials (singly or collectively “Media”) in its original format or edited or altered in any way which Sage deems appropriate.

2. As Sage has confirmed that it will act reasonably in its use, I give permission that Sage may decide at its discretion how the Material is used from time to time and I understand that if the Material, is placed on a website or similar location, it may be viewed by any visitor to the location and it will be accessible worldwide.

3. Sage may at its own discretion license any of its rights in the Material to any third parties, including its Business Partners. I agree that Sage may utilize the services of third parties to prepare, edit, post the Material and manage the Media, and upload the Material to social media platforms. These third parties and social media platforms may be located in a country different from where I reside or where Sage posts the Material.

4. I agree that Sage may edit, adapt, reproduce, distribute and broadcast the Material on the Media in the manner that Sage determines is most advantageous to the promotion of Sage and Sage’s products and services.

5. Where the Material have been created by Sage or on behalf of Sage, I acknowledge that I do not own the copyright or any other intellectual property rights in the Material.

### 6. Data Privacy.

(a) I give Sage my consent to use and process the Material and/or Media and/or my personal data, which may involve a transfer of such information overseas, including outside the European Economic Area, where the laws may not provide for the same level of protection of my personal data, for the purposes set out herein.

(b) Sage warrants that it will keep the Material and Media secure. All Sage transfers will be to persons or entities that will warrant the security of the Material and the Media or data stored with them.

(c) If provided by me, I understand and agree that the Material may include my personal data (name, contact details, business name, physical address, email address, phone number, social media names and avatars), and my sensitive personal data (where sensitive characteristics are inherently part of the Material including but not limited to my ethnicity (if evident from the image) or mental or physical health (such as a visible disability) or sexual orientation (where a partner is included in an image).

(d) I acknowledge and agree that the Material may be shared within the Sage group of companies and its licensees, located

anywhere in the world.

(e) Where the Material is posted by Sage on a Sage corporate social media account, I acknowledge that the Material will be held by the social media provider in accordance with their terms of use and privacy policy (available on their websites), over which Sage has no control.

(f) I understand and agree that Sage may “tag” my image in any Material posted on any social media platform. I understand that the image will be available to the public and accessible in any location in which the social media platform operates. I acknowledge that I can use my own privacy settings on most social media platforms to restrict the use and visibility of any images “tagged” as me. I understand that I can be de-tagged upon request, or request an image of me is removed from social media, by contacting: lauren.burton@sage.com.

7. Where the Material is provided by me to Sage (i.e. pictures that I have posted on my social media accounts), I guarantee to Sage that I own the Material and that the Material is legally available and not partially or totally, directly or indirectly encumbered by rights owned by third parties. More specifically I guarantee Sage against any consequences of possible claims from third parties grounded on intellectual property rights infringements related to Sage’s use of the Material. I remain solely responsible of my use of the Material and I guarantee Sage against any consequences of possible claims from third parties based on the Material that is abusive, harassing, threatening, impersonating, intimidating, violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or includes sexual content.

8. I understand and agree that neither Sage nor its employees shall be liable for any loss, demand, claim or cause of action of any kind, for defamation, invasion of privacy, publicity or any similar matter whether or not such loss, demand or claim is foreseeable or not, provided always that neither party restricts its liability for fraud or for personal injury or death caused by that party’s negligence.

9. Sage undertakes that the Material shall only be used in accordance with the terms of this Form. This Form will be valid for five (5) years from the date that it is signed.

10. No amendment to this Form shall be binding unless made in writing and signed by the parties.

11. This Form and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of The United Kingdom. The Parties hereby submit to the exclusive jurisdiction of the United Kingdom courts.

12. Any privacy concerns or questions, including requests for access to information, revocations of consent or other queries should be directed [as detailed in our privacy policy](#).