



PARTICIPANT PERSONAL INFORMATION CONSENT FORM

1. CONSENT TO USE OF PERSONAL INFORMATION

By agreeing to the terms of this consent form, you as the participant (the Participant) and / or the (Parent / Guardian) on behalf of your child / charge that is participating in the SWPSA Event, hereby acknowledge, consent and agree as follows:

- 1.1 to having been informed herein of how the Schools Water Polo South Africa (SWPSA) and its affiliates (in particular the local organising committee of any SWPSA Event) uses Personal Information provided by, or received in respect of, Participants for SWPSA events (Events) in accordance with the Protection of Personal Information Act 4 of 2013 and other applicable data protection legislation;
- 1.2 that the terms hereof apply to SWPSA's use of your and or the Participant's Personal Information, but that other organisations such as the Participant's school (School), their provincial schools water polo association (Province) and Swimming South Africa (SSA) (as applicable) are also likely to collect and use the Participant's Personal Information. Reference should also be made to such respective privacy policies to understand how each of those organisations collect and make use of the Participant's Personal Information;
- 1.3 that you have read the SWPSA's Player and Related Persons Privacy Policy and hereby voluntarily authorise SWPSA to process your Personal Information as well as that of the Participant including, in particular, your and their names, physical address, telephone numbers and such other information you have provided to the team for which he/she/it has been selected;
- 1.4 that your consent is effective immediately and will remain effective for the duration that such Personal Information is necessary or until consent is withdrawn in terms of the SWPSA's Player and Related Persons Privacy Policy;
- 1.5 that the Personal Information will only be processed if it is relevant and not excessive, given the purpose for which it is required to be processed, and if processing occurs in accordance with the relevant provisions of POPIA;
- 1.6 The type of information will depend on the purpose for which it is collected, and will be processed for that purpose only. For the avoidance of any doubt such purposes include:
 - 1.6.1 to confirm identity and eligibility in the application of rules and regulations relating to player registration in order to ensure that Participants are eligible to participate in SWPSA events and competitions;



- 1.6.2 to create an accurate picture of racial, ethnic diversity within water polo to allow for informed assessments to be made about, and action taken in respect of equality of opportunity in Schools water polo in South Africa;
- 1.6.3 for identity verification purpose so as to maintain a high level of security at matches and other SWSPA events (including by producing event accreditation cards);
- 1.6.4 to audit School and Province development and training initiatives to ensure they are meeting the standards set out in SWPSA strategic plans;
- 1.6.5 to administer, deliver and support player education and coach development;
- 1.6.6 to prevent unauthorised access to confidential information (including personal information) by creating registered accounts for use of certain digital platforms/ services;
- 1.6.7 to record and confirm player match appearances and performances;
- 1.6.8 for safeguarding vulnerable individuals in accordance with our safeguarding policies;
- 1.6.9 to comply with health and safety and other legal obligations and uphold our duty of care towards players and other individuals;
- 1.6.10 to resolve disputes and allegations;
- 1.6.11 to communicate with you and the Participant;
- 1.6.12 to promote and/or commercialise SWSPA water polo including by publishing or sharing photographs of and information on players and match officials and their performances and by sharing information with broadcast partners and/or commercial partners;
- 1.6.13 to protect and enforce our rights and, where necessary or appropriate, take legal action;
- 1.6.14 to generate internal reports to help develop and improve SWSPA rules, policies, procedures and strategies;
- 1.6.15 for preserving the history of Schools water polo and SWPSA competitions; and
- 1.6.16 for other administrative and statistical tasks required to discharge SWPSA's function as a governing, regulatory and organising body of Schools water polo.



2. YOUR RIGHTS IN TERMS OF THIS CONSENT

2.1 You and the Participant have the right to:

- 2.1.1 request access to your Personal Information (commonly known as a "data subject access request"). This enables you to receive a copy of the Personal Information we hold about you and to check that we are lawfully processing it, provided always that this does not adversely affect the rights and freedoms of other people.
- 2.1.2 request correction of the Personal Information that we hold about you. Where any of the information we hold about you is incorrect or incomplete we will act promptly to rectify this, including where you have requested us to do so.
- 2.1.3 request erasure of your Personal Information. This enables you to ask us to delete or remove Personal Information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your Personal Information where you have exercised your right to object to processing (see below).
- 2.1.4 object to the use of Personal Information where we are relying on our legitimate interests (see "How and why we use your Personal Information") and there is something about your particular situation which makes you want to object to our use on this ground.
- 2.1.5 withdraw consent to our use of the Personal Information. Once we have received notification that you have withdrawn your consent, we will no longer process your Personal Information for the purpose or purposes you originally agreed to. **Please note a withdrawal of consent may have adversely impact your ability to participate in any SWPSA event or competition.**
- 2.1.6 request the restriction of use of your Personal Information. This enables you to ask us to suspend the use of Personal Information about you, for example if you want us to establish its accuracy or the reason for using it.

3. INTELLECTUAL PROPERTY RIGHTS

You, (as the Participant, or on behalf of the Participant),

- 3.1 assign to SWPSA with full title guarantee the entire copyright, performance rights and all other rights title and interest in and to the performance in the event and the Participant's participation and presence in same (Performance) in all media throughout the world for the full period of those rights and all renewals and extensions and this assignment shall operate to the extent necessary as a present assignment of future copyright and performers rights;



- 3.2 grant your consent and the irrevocable right to SWPSA or our affiliates and/or our media partners to record, film and photograph the Performance at and during the Event and to use the Participant's likeness, image, sounds and voice in such recordings (Recordings);
- 3.3 with full title guarantee grant and assign to SWPSA all the entire copyright (if any), performance rights, image rights and all other rights title and interest in and in respect of the Recordings or the Participant's contribution hereunder and in any materials derived from the Recordings or taken during the Performance or whilst attending the Event, including negatives, audio and/or audio visual recordings, video recordings, digital film, photographs, digital or computer readable files, interviews or other materials so derived (Materials), and this assignment shall operate to the extent necessary as a present assignment of future copyright and performers rights;
- 3.4 agree that SWPSA and its media partners shall be entitled (but not be obliged) and shall retain the exclusive right to use, broadcast, reproduce, exploit, archive, publish distribute, rent, lend or transmit the Recordings, the Materials and your name, image, likeness, biography, photographs, voice and sounds of you and your Performance (or parts or versions thereof) on and in any media (including the Internet and in any format or manner now known or yet to be devised) for all promotional and press activities, in connection with the Event (or any subsequent SWPSA Event) or the broadcast, or for the purposes of promoting the broadcast and / or any so-called "best of" or "highlights" of the broadcast throughout the world for the full period of copyright and performance rights as appropriate and all renewals and extensions thereof and thereafter so far as may be possible in perpetuity and to authorise others to do the same;
- 3.5 agree that the Recordings may be cut, edited, adapted, added to or subtracted from (provided that such editing does not make the Recordings defamatory in any way) and you and/or the Participant hereby unconditionally, irrevocably and in perpetuity waive all moral rights that they may have in relation to your Performance and to the Recordings, Materials and such rights under sections 20, 21 and 22 of the Copyright Act, No 98 of 1978 as you may now have or hereafter acquire in relation to the same and you further irrevocably grant all consents under section 13 of the Performers' Protection Act No. 11 of 1967 dealing with Rights in Performances, for the use of the Recordings, your Performance and the Materials as set out above;
- 3.6 agree that the Recordings and any Materials, shall be the exclusive property of SWPSA and/or its media partner; and
- 3.7 agree that this form, signed as a deed, constitutes an agreement that shall be binding upon you, and/or the Participant and each of your estates and legally authorised representatives or assigns. You, as the Participant and/or the Parent) on behalf of the Participant each agree that they will not assert or maintain against SWPSA, its successors, assigns and licensees or its media partner, any claim (financial or



otherwise), action, suit or demand of any kind or nature whatsoever, including but not limited to those grounded upon invasion of privacy, rights of publicity, rights in performances or other civil rights, or for any other reason in connection with the SWPSA's authorised use of the Participant's name, image, likeness, voice, the Recordings, the Performance and Materials as herein provided. The Participant hereby releases SWPSA, its media partner, and its successors, assigns and licensees, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action(s), costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which the Participant ever had, now have, or may, shall or hereafter have by reason, matter, cause or thing arising out of the SWPSA's use as herein provided.