



Photos or videos or podcast consent and release form

Name of the event:

Place where the event takes place:

Dates of the event:

You hereby expressly consent that, Capgemini Technology Services India Ltd. and any affiliate of Capgemini SE and Capgemini SE itself (hereinafter collectively referred to as "Capgemini") record photographs and/or video and/or audio of you on the occasion of the above-mentioned event.

You hereby expressly grant to Capgemini the worldwide rights to Use (as defined below) these photographs and/or videos and/or podcasts, as well as your name, your professional status, and any quotes and statements on your parts (written or oral) (hereinafter referred as the "Content"), for the internal and external purposes of marketing, promotion and communication and on all mediums and medias currently in existence or yet to be created.

"Use" (and/or "Used") includes the rights to capture, fix, retain, record, use, re-use, reproduce, copy, represent, show, integrate, publish, download, forward, transmit and receive, broadcast, perform, display, modify, adapt, change, retouch, mix, assemble, edit, transcribe, alter, create derivative works, digitize, communicate, issue to the public and to assign and to sublicense any of the foregoing, in any way, in its entirety or in part, separately or in conjunction with other materials.

As a result, you also agree that the Content may be shared with third party providers for the sole above mentioned purposes. However, note that your personal data (including photographs or videos) will not be shared with third parties for any other purposes. Where data transfers out of India occur, such data transfers will be based on the Binding Corporate Rules for internal data transfers where such data transfers is made to a third party, by a confidentiality agreement executed in that behalf.

You accept that your likeness may be altered (cropping), depending on the media platform where it appears, as long as the alterations do not damage your reputation or character.

You acknowledge and accept that in the event a work of authorship is produced in relation with the Content such work(s) shall be deemed the exclusive property of Capgemini.

There shall be no payment or compensation for the foregoing grant of your consent and rights, for your participation in the event, or for the use of your name in conjunction with the use of the photographs and/or videos and/or audios.

Subject to the local applicable law, you waive any rights of ownership, rights of publicity, rights or expectations of privacy (to the extent permissible by law), rights of image, intellectual property rights and any other legal or moral rights that might preclude Capgemini's ownership and/or use of the Content in accordance with the purposes set out in this document.



You hereby acknowledge being informed and to accept that the decision to exploit or not the Content will be at the discretion of Capgemini. Because of this, you expressly renounce undertaking any action against Capgemini which would originate in the exploitation of the Content as aforesaid.

You are aware that Capgemini cannot control the use by third-parties of the Content posted online or on social networks. Capgemini shall not be held liable for possible re-use of publicly accessible Content by third parties, whether in contract, tort (including negligence), or otherwise, howsoever arising, to the extent permissible by law.

Capgemini Technology Services India Ltd. is processing your personal data to obtain your formal consent to the Use of the Content, and for purposes of marketing, promotion and communication. The Content may be communicated to third parties for the sole above mentioned purposes.

Note that your personal data and the Content will be kept in our database for 5 years.

In any case, you can request to access your personal data (including the Content), and to obtain them in a structured, commonly used and machine-readable format. You can also request the Content to be removed from websites, social media or versions of printed materials, or to have the processing of your personal data restricted. At any time, you can also withdraw your consent. You can exercise these rights by sending an email to the regional Data Protection Officer at dpo.in@capgemini.com

If any provision of this grant of consent and rights becomes void or unenforceable under applicable law it shall be deemed to be deleted from this grant of consent and rights and the remaining provisions of this grant of consent and rights shall continue unaffected.

Nothing in this grant of consent and rights (or any proposal or correspondence), is intended to create a legal partnership, or joint venture between you (or any person) and Capgemini.

This document contains the entire agreement with respect to the subject matter and supersedes all other written and oral communications, arrangements or understandings between you and Capgemini relating to such subject matter.

Nothing in this agreement (or any proposal or correspondence), is intended to create a legal partnership, joint venture or employment relationship between you (or any person) and Capgemini.

This form contains the entire agreement with respect to the subject matter of this agreement and supersedes all other written and oral communications, arrangements or understandings between you and Capgemini relating to such subject matter.

This grant of consent and rights shall be governed by and construed in accordance with Indian law. SUBJECT TO THE APPLICABLE LAW YOU AGREE THAT IN THE EVENT OF ANY DISPUTE OR CONTROVERSY IN RELATION WITH THIS GRANT OF CONSENT AND RIGHTS, the COMPETENT COURTS in Mumbai SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION OVER ANY DISPUTE OR CONTROVERSY RELATING THERETO.



I hereby consent to have the Content (as defined above) Used by Capgemini for the internal purposes of marketing, promotion and communication.

I hereby consent to have the Content (as defined above) Used by Capgemini for the external purposes of marketing, promotion and communication.

Name*	
Phone	
Email*	
Date*	
Signature*	

*mandatory information without which this consent form will not be valid