



....., on 2018
(date) (place)

DECLARATION BY A PROGRAMME PARTICIPANT

I, the undersigned,
residing at,
holder of ID card No., series,
issued by

hereby declare as follows:

S 1

I hereby grant my consent to FM COSMETICS UK Ltd with its registered office in the Companies House under No. 06224812, hereinafter referred to as the Organiser, to process my personal data contained in this document. This consent also applies to the personal data that will be provided to the Organiser after the date of submission of this declaration, including sensitive personal data concerning my health, excess weight or obesity, participation in the FIT6 Programme, the fact of participating in the slimming treatment, etc.

In addition, I represent that:

- a) All the aforementioned personal data are provided by me voluntarily;
- b) I acknowledge that the Organiser is the controller of the personal data collected in the above manner;
- c) I consent to my personal data to be provided by the Organiser to other entities cooperating in the performance of the FIT6 Programme, for the purposes arising from the organisation of that Programme;
- d) I have been informed that I have the right to access and update my data;
- e) I have been informed that my personal data will be processed in accordance with the Personal Data Protection Act of 29 August 1997 and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, for the purpose of performing the Organiser's tasks arising from the organisation of the FIT6 Programme, and that they may be processed in connection with the marketing, promotional and advertising campaigns carried out by the Organiser;
- f) I have been informed that the Organiser implements appropriate technical and organisational measures in order to ensure the proper level of protection of the processed personal data. In particular, the Organiser protects the data against access by unauthorised persons, processing in violation of the applicable laws and their loss or destruction.

§ 2

1. I hereby, irrevocably and free of charge, permit the Organiser and any entities acting on its behalf and at its instruction to use and disseminate my image presented in the photograph sent to the Organiser in the e-mail message dated, sent from my e-mail address, the photograph of which has been saved in a file named, (hereinafter referred to as the Photograph).
2. The permission to use the image referred to in paragraph 1 above refers to the use and dissemination of my image captured in the Photograph without any limitations regarding time, form or territorial space.
3. The scope of permission referred to above includes all the fields of use known at the time of the conclusion of this Agreement, and in particular the following:
 - 1) recording in any form on all media (photosensitive strip, magnetic strip, DVD, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard drive, MP3, MP4 files) and by means of any technique;
 - 2) publishing in any form;
 - 3) reproducing by means of any analogue or digital technique (photosensitive strip, magnetic strip, DVD, Blu-ray, CD-R, CD-RW, Video-CD, Mini Disc, computer hard drive, MP3, MP4 files, entering into server memory);
 - 4) public screening;
 - 5) public replaying;
 - 6) wireless ground broadcasting by means of any technique;
 - 7) wire ground broadcasting by means of any technique;
 - 8) satellite broadcasting by means of any technique;
 - 9) rebroadcasting by means of any technique;
 - 10) placing on the Internet;
 - 11) including in the materials connected with the operations of the Organiser or entities related to the Organiser by capital or people, and in particular in marketing or advertising materials;
 - 12) the right to adaptation;
 - 13) use in multimedia;
 - 14) making it available to the public so that anyone can access the image at any time and place – services on viewers' demand;
 - 15) use of the image for promotional and advertising purposes;
 - 16) publishing in the Organiser's social media (Facebook, Instagram, WhatsApp, etc.);
 - 17) use of the image under a merchandising agreement.

§ 3

I consent to the Organiser to process, publish, disseminate and screen, to the extent specified in § 2, my personal data together with the image captured in the Photograph to the extent concerning: the first and last name and information about the result of the slimming treatment; e.g. by making available the information about me including the indication of my name together with the Photograph and information about the fact of losing specific weight in a specific period of time to the public.

§ 4

1. I acknowledge that joining the FIT6 Programme and sending an e-mail message to the Organiser containing the Photograph is tantamount to a declaration that I have the exclusive copyright in the Photograph.
2. I acknowledge that sending the Photograph to the Organiser is tantamount to granting the Organiser a non-exclusive licence for that Photograph. The licence is granted for an unlimited period of time, without any territorial restrictions, in all the fields of use existing at the date of submitting this declaration, and in particular in the fields of use listed in §2(3).
3. I authorise the Organiser to exercise derivative rights to the Photograph, in particular to process it digitally, reformat it, use its individual fragments, change its colours or size and rearrange it in any way for the Organiser's purposes. Having appropriate authority, I hereby authorise the Organiser to exercise, on behalf of the author of the Photograph, the moral rights of the author.

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(signature)