



## Sparks Film School: Publishing Policy

Sparks Film School - also known as Sparks Film and Media Arts - works with children, young people and their families as part of its activities as a film school for children and young people. These include participatory film and media classes and workshops, alongside events and educational/social inclusion projects with schools and partnership organisations.

Owing to the nature of this work, we capture and produce footage ("data" for the purposes of GDPR) as a routine part of our activities. This footage often includes the image, voice, features and likenesses of our participants, and occasionally includes the image, voice, features and likenesses of our staff team or members of the public.

The purpose of this policy is to outline how we capture, store and publish this material, in relation to our Safeguarding policy, our customer service and our obligations under GDPR.

It makes reference to other policies in place at Sparks Film and Media Arts, including our Safeguarding Policy and our Privacy Policy.

### Creative Content:

Creative content may take the form of video recordings or moving image recordings in or on other formats. It also includes digital photographs, sound recordings, graphics and other occasional formats, such as programmes or applications.

Creative content refers to:

- Creative work produced by students or workshop participants during the course of activities, e.g. their film productions, with contributions both in front of and behind the camera
- Documentary material of the processes involved, e.g. Behind the Scenes material, documentary photographs of our activities taking place
- Productions compiled by team members or representatives associated with the work of Sparks, e.g. promotional videos or marketing materials.

### Publication of Creative Content:

We regularly publish creative content in accordance with this policy.

This is to recognise and celebrate the value of their work and to further our mission to inspire young filmmakers.

We recognise the value of the work and efforts that go into a production by the students participating. Often these works represent many hours of active participation, individual and group contributions. We also recognise that creative content is highly valued by the young people taking part and their families.

The publication of creative content allows us to share it with interested audiences, such as fellow Sparks Film School students and their families, prospective Sparks Film School students and their families, professionals working in children's media or within media education. The publication of creative content also enables its use for evidence-based applications, such as:

- Qualifying work towards accredited learning schemes including but not limited to the Duke of Edinburgh Award, or the Arts Award schemes
- Applications to school or university admissions, seeking evidence of experience in filmmaking or extracurricular interests
- Showreels or portfolio materials for students who wish to pursue professional film or performance opportunities
- Entry to award or merit-based opportunities, including film festival competitions

## How Creative Content is Published:

We publish creative content using specific data processors, in accordance with the conditions detailed below.

- Creative content may be published on our website (<https://sparksarts.co.uk>) as a record of creative work and to demonstrate our activities, subject to the conditions below
- Creative content may be shared using video streaming platforms, such as YouTube and/or Vimeo, subject to the conditions below
- Creative content may also be shared on our social media channels, subject to the conditions below
- Creative content may be shown at events, including cinema screenings hosted by Sparks Film and Media Arts, or as part of selected film festival programmes, subject to the conditions below.

## Conditions for Publication:

### 1. Consent for Image Release

Sparks Film and Media will always seek the consent of parents/guardians for:

- Students to appear on camera

- The release of students' Image, Voice and Likeness within Creative Content, under the terms of this policy and the Terms and Conditions
- Consent to indicate release permissions for different forms of creative content

Where students are in School Year 7 or above (age 11 or over), we will also seek their consent in addition to that of a parent/guardian.

Where a student or a parent/guardian does not provide consent, we will not publish any material featuring their image, voice or likeness in any form, including private channels. Their image should not be captured on camera. If it is captured, it should be deleted prior to publication.

In the case of any children who are identified as vulnerable, e.g. looked after children, explicit consent must be given in writing for the student to appear on camera and all other conditions in relation to safeguarding must apply.

## 2. Safeguarding Measures:

### Anonymity and Personal Details

Any creative content should protect the anonymity of students. Creative content must not include any details which can be used to identify any individuals. The work should not disclose any surnames, or any personal contact details or locations. Fictionalised character names should be used wherever possible.

Creative content should not include any identifying background images in particular any names or images of children.

Where credits are featured they should not contain the surnames of any child under the age of 16. In the case of students aged 16+, we understand that content may be of value to students seeking career opportunities. Full names of students aged 16+ can feature within the credits with their consent.

Where material is shared online, for instance using YouTube, it must be designated as having been made for/by/with children or minors and should use the corresponding settings, e.g. comment functionality removed.

All creative content whilst a work-in-progress should be considered as confidential and it should only be published in accordance with this Publishing Policy. To ensure full accountability for any creative content or other material in the public domain, and its suitability for viewing by children and young people, it is important that team members do not release any unauthorised material, including raw footage or any rough cuts that do not form part of any final authorised release. Where it is released, all creative content should clearly feature the Sparks branding and also include contact details, such as the website URL address, an email address or a phone number.

### Age Appropriate Content:

The content must be appropriate for viewing by children of any age in line with the classification guidelines outlined by the BBFC as 'Universal' or as 'PG'. These are available at [www.bbfc.co.uk](http://www.bbfc.co.uk).

Where content isn't suitable for younger children, but is in line with the BBFC guidelines issued for the corresponding age of the students, Sparks Film and Media Arts may still choose to publish this content, but with specific warnings that it is not recommended for younger children.

If creative content produced is not appropriate for the vast majority of students within the Sparks Film and Media Arts age range, e.g. content corresponding to the guidelines at '15' or '18' certificates, then the content should not be published using the standard channels, but can be made available privately to the students involved in the production, or to nominated third parties, e.g. film festivals, at the discretion of a Manager. This decision will always be made on a case-by-case basis, dependent on the individual merits of the creative content, any applicable learning objectives and the intent or purposes of production.

### Prevention of Online Bullying:

Sparks Film and Media Arts will only release approved creative content for publication. It will feature the relevant marks (e.g. the Sparks logo) and contact details. It will also indicate that Sparks Film and Media Arts is the sole copyright holder of any creative content produced in the course of its activities.

Any creative content released via YouTube/Vimeo will be marked as "Made for Kids" or made for/by minors. All comment features must be disabled.

Sparks will not release any non-approved content, including uncut rushes or any raw footage or composite content. This is to prevent unauthorised assembly and release of any material that has not been approved by Sparks, where content may not reflect the project as intended by the students, or may represent intentions to cause harm to Sparks students or to others. This includes the release of footage for 'home editing' by any student or participant.

## 3. Approval by a Manager

All published content should go through the Approval process and be approved by a Manager prior to publication. The Approval process will ensure that the creative content is suitable and appropriate for viewing by young audiences and that the material does not feature any contraventions to this policy or to the Safeguarding Policy.

If there is any publication of creative content without prior approval, this will be treated as negligence under the Safeguarding Policy and Sparks will demand immediate removal of any content that breaches these conditions. Sparks will seek legal recourse if necessary. Any actions in breach of this

policy by a member of Sparks staff will also be subject to disciplinary procedures and may result in termination or other measures, as outlined within the Safeguarding Policy.

## 4. Ownership & Copyright

Sparks Film and Media Arts holds the sole copyright on all creative content produced during the course of its activities. Creative content should always feature the Sparks marks (e.g logo).

Creative contributions should be acknowledged in the credits. We will always support students to use any creative content that they have produced towards their portfolios, records of achievement, academic or career progression opportunities.

Where content is released by third parties, e.g. as part of a film festival screening or as part of a partnership project, this should always be with the express permission of Sparks Film and Media Arts under a Licencing Agreement or Terms and Conditions. Creative content should always feature the Sparks marks (e.g logo) and any re-editing that distorts the meaning or changes the meaning of creative content in any way is not authorised under any Agreement. Sparks Film and Media Arts reserves all rights and may pursue legal action in response to any violation of this policy term.

### Third Party Publication:

Creative content may be shared more widely through selected third party organisations as demonstrations or examples of our activities as part of our advertising. Selected third parties must be professional and reputable organisations and Sparks Film and Media Arts will conduct checks to ensure compliance with GDPR.

Sparks Film and Media Arts may submit creative content to third party organisations where it considers the instance representative of an opportunity for students. For example, creative content may be submitted to film festivals or other competitions, where there is a link to career development or the potential for further achievements and recognition of students' work. This also applies in the case of award or qualification schemes.

In the case of Sparks Film and Media Arts staff members, who may seek to use creative content as part of their CV, project portfolio for grant applications or project partners, we grant third-party Licence Agreements, enabling Sparks staff members to share approved creative content releases as part of their portfolio of media education work. This Agreement is conditional on the creative content clearly displaying Sparks company marks (e.g. Logo), along with acknowledgement that Sparks Film and Media Arts is the sole copyright holder and the Sparks company contact details. Attribution must be present, so that Sparks can remain accountable for the publication of creative content and can respond to any concerns that may be raised. In the event that any policy conditions are not fully

adhered to, we will withdraw consent and terminate any Licence Agreements in place.

### References to Other Policies:

- Safeguarding Policy
- GDPR & Privacy Policy
- Anti-Bullying & Behaviour Policies

Please see [the Policies section here](#) for full details.