TRUE

POLICY 14 · CONSENT POLICY

Image, Voice and Video Consent

The separate opt-in for unboxing content and recorded focus groups, and how footage is used, stored, shared, licensed and deleted.

True Intel Ltd, trading as TRUE · Company no. 17255261

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Photos, voice and video are only ever made and used with a separate opt-in from the worker and, if they are under 18, their parent or guardian. Workers choose exactly how their content can be used, and can change their mind at any time.

1. Purpose and scope

1.1 This policy covers every photo, voice recording and video of a TRUE worker, including unboxing content and recorded focus groups. It follows the UK GDPR, copyright and performers' rights law, the ICO's Children's Code and the MRS Code of Conduct.

1.2 Workers are never photographed in mystery shops, pulse surveys or focus groups. Video is never recorded in a store during a mystery shop, and mystery shop photos show store displays only, never people.

2. A separate opt-in

2.1 Image consent is separate from the Worker Agreement and from parental consent to work. It is never a condition of working for TRUE. Workers who don't opt in can still do pulse surveys, mystery shops and unrecorded focus groups.

2.2 Workers aged 16 and 17 and their parent or guardian must each opt in, separately and digitally, in the TRUE app. Workers aged 18 and over opt in for themselves.

2.3 Workers can opt in at any of the levels below, separately. Each level has its own tick box, and none is ticked by default.

Level	What it allows	Who can see it
A. Research use	TRUE and the client's insight team use the content to understand the findings.	TRUE and the client's research team only. Never public.
B. Client internal use	The client uses the content inside its business, such as in training or presentations.	People inside the client's business. Never public.
C. Public use	TRUE or the client publishes the content, such as on a website, social media or in advertising.	The public.

2.4 Public use needs a new opt-in for each campaign. The worker, and their parent or guardian if under 18, see the actual content and where it will be used before agreeing.

3. Recorded focus groups

3.1 Workers are told before the session if it will be recorded, and confirm their consent in the app. Before agreeing, they are told the client's name, the purpose, who will see the recording, how long it is kept and that they can withdraw at any time. Recording is announced at the start and is always visible.

3.2 Anyone can ask to stop the recording, to be seated out of shot, or to take part by audio only. All observers are named to the group before the session starts, are briefed by TRUE on their legal and ethical duties, and sign an observer agreement.

4. Content rules

4.1 Content never shows a worker's surname, school, uniform, home address, location or other people. At most, a first name is used. TRUE checks all content against the content rules in the Young Worker Health and Safety Policy before anyone else sees it.

5. Storage

5.1 Content is stored only in TRUE's systems, encrypted, with access limited to the people working on the project. Workers delete their own copies once TRUE confirms it has received the upload.

5.2 Clients see level A content through TRUE's secure platform and must not download or copy it. Level B and C content is shared by secure link, and only for the use agreed.

6. Sharing

6.1 Content is only shared as the worker's chosen levels allow. It is never sold, and never passed to anyone outside TRUE and the client named in the brief.

7. How long content is kept

Content	Deleted
Level A, research use	12 months after the project ends
Level B, client internal use	2 years after the project ends
Level C, public use	At the end of the campaign, and no later than 2 years after it starts, unless the worker opts in again
Raw focus group recordings	Within 12 months, once transcribed without names

8. Withdrawing consent

8.1 Workers, or a parent or guardian of a worker under 18, can withdraw consent at any time in the app.

8.2 TRUE stops any new use straight away and tells the client to stop within 7 days. Published content that TRUE or the client controls is taken down within 30 days. Printed materials already given out, and anonymous findings already reported, cannot be recalled.

9. Licence of content

9.1 Workers own the copyright in content they create, and have rights in their own performance.

9.2 By opting in, the worker gives TRUE a non-exclusive, royalty-free licence to use the content, and to edit it without changing its meaning, and to pass that licence on to the client named in the brief. The licence covers only the levels the worker has chosen, for the periods in section 7, in the UK and online.

9.3 The reward for the task covers this licence, unless a public use opt-in says otherwise.

10. Advertising

10.1 Any public use is clearly labelled as advertising. Content is never presented as an independent customer review or testimonial, as the Independence and Conflicts Policy sets out.

11. Records and review

11.1 TRUE keeps a record of every opt-in and withdrawal: who gave it, which levels, when, and which version of this policy they saw.

11.2 This policy is reviewed every year, and sooner if the law or TRUE's activities change.

Version	Approved by	Approved on	Next review
1.0	**Victoria Phillips, Director**	**3 November 2026**	**November 2027**