

No. 8TM Magazine
Creatives Portfolio Magazine

Photography Submission Agreement

Artist / Photographer agrees, represents & warrants that:

1. The Art / Photographs are the Artist's / Photographer's original work.
2. Artist / Photographer has the right to grant the rights granted within this document,
3. there has been no prior sale, publication or transfer of rights of the Art / Photograph by any one,
4. and publication of the Art / Photographs will not infringe upon any third party's copyright and,
5. to the knowledge of the artist / photographer, any other rights, including, without limitation, the rights of privacy and publicity will not be impinged upon.
6. Artist / Photographer shall cooperate fully, and unconditionally, with Editor / Publisher in defending against third party claim relating to the Art / Photographs.

Artist / Photographer hereby grants the Editor / Publisher / Magazine the following rights to each Artwork / Photograph, with copyright retained by Artist / Photographer:

- (a) The right to publish submitted Artwork / Photograph as is or as otherwise altered and the right to reproduce and distribute such Artwork / Photograph as part activities in relation to the Issues of the Magazine in which they appear is Editor's / Publisher's sole discretion;
- (b) The right to publish and distribute such Artwork / Photograph as well as Artist's / Photographer's name, likeness and biographical information on microfilm, electronic databases and any other similar or archival research system now existing or hereinafter developed;
- (c) The right to publish and distribute such Artwork / Photograph as well as Artist's / Photographer's name, likeness and biographical information on CD-ROM, online (including, without limitation, the internet) and in any media now existing or hereinafter developed;
- (d) The right to include such Artwork / Photograph in published form in a print or online media with other material published in the Magazine, or any other compilation of derivative work of the Magazine in any medium;
- (e) The right to include such Artwork / Photograph in any reprints of any edition of the Magazine;
- (f) The right to publish and distribute such Artwork / Photograph in any foreign language edition of the Magazine or any compilation of derivative work thereof;
- (g) The right to publish and use such Artwork / Photograph, as well as the Artist's / Photographer's name, likeness and biographical information, in any medium, for advertising, and promotional purposes;
- (h) For any Artwork / Photograph used on the cover or internal pages of the Magazine, the right to use such Artwork / Photograph as it appears on the cover or any where else in any medium.

Artist / Photographer agrees to submit the Artwork / Photographs to the Magazine as soon as possible, and no later than the submission deadline date specified by the Magazine in its sole discretion. Editor / Publisher has the right to accept or decline the Artwork / Photographs for publication in the Magazine at its sole discretion.

Artist / Photographer or submitter acknowledges that they must provide the correct credits before deadline. Contributors have 2 days (after submission but no later than 5 days before scheduled publishing date – which ever is the greater) to request an amendment of the credits list prior to release of the issue, thereafter no amendments will be made.

Photographer shall obtain properly and lawfully executed model releases and any other releases and shall provide

them as and when requested by the Editor / Publisher.

Where the Model is under under Adult Legal Age &/or under 18yo of age at time of the shoot then a lawfully executed model release form MUST also accompany the submission. Alternatively, the Magazine Model Release form can also be used.

Artist / Photographer hereby waives any rights to inspect and/or approve the finished product and printed matter that may be used in connection therewith, or in the use to which it may be applied.

When posting images from tear sheets on any Social Media, Web Site and the like, the Artist / Photographer MUST **TAG** and **CREDIT** "No. 8TM Magazine". On Instagram, Twitter and Facebook our **TAGS** and **MENTIONS** are as follows | **Instagram** @No8Magazine | **Twitter**: @No8Magazine | **FB**: @No8Magazine |

If No. 8TM Magazine publishes the commissioned work, then No. 8TM Magazine will deliver to the team members **digital tearsheets** of the commissioned work for their personal use, resume or portfolio for the purpose of establishing Artist's / Photographer's professional experience and skills upon request within 14 days of publication, unless advised otherwise by way of a Web Site or Social Media post of complications.

No. 8TM Magazine reserves the right to cancel or reschedule submissions at any time for what ever reason.

The Artist / Photographer grants No. 8TM Magazine permission to publish their submission on their website also (As a Webitorial), and they will state all relevant credits and post the links (they have) that represent the Artist / photographer as part of the feature. The Artist/Photographer agrees to this publishing and its promotion in print or online.

Artist / Photographer / Submitter acknowledges that they are at least 18 years old, and has the knowledge, rights and ability to consent to the terms listed above, or that are a authorised and able to sign on behalf of all persons listed below as Artist/Photographer(s).

Where the submitter, is other than the Photographer / Artist and/or Copyright holder, the submitter acknowledges that they are at least 18 years old and agrees to these Terms and Conditions on behalf of the Photographer and/or Artist and/or Copyright holder and takes on sole responsibility for such actions.

The Artist / Photographer / Submitter / Signatory (person signing) confirms that this document has not been altered in any way by any one.

Signatory agrees to have read, understood, and agree to the terms of this Release. Signatory understands that they are or may be giving up certain legal rights by signing this Release – **PLEASE TYPE IF POSSIBLE**

Date (YYYY-MM-DD) _____

Editorial Title (Suggest a few please in order of preference – keep and short, catchy and sweet – ideally 2 or 3 words) :

- 1 - _____
- 2 - _____
- 3 - _____

Artist / Photographers Full Legal Name: _____

Address (not PO Box): _____

Business Name and Address: _____

Legal Signature: _____

Phone Number in International Format: + _____

Whatsapp / Signal Number in International Format: + _____ (MUST HAVE for Proofs etc)

Whatsapp / Signal Number in International Format: + _____ (MUST HAVE for Proofs etc)

Email:

- 1 - _____
- 2 - _____