

PHOTO SUBMISSION CONTRACT

Bathurst Collective Magazine Submission Terms

This agreement made by and between Bathurst Collective Magazine (BC MAGAZINE) and the artist entering their photos into the Bathurst collective magazine (ARTIST) contains the entire understanding between BC MAGAZINE and the ARTIST. There is no understanding between the parties verbal or otherwise than contained in this agreement. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought must have signed the waiver in writing.

1. It is understood that ARTIST is the exclusive Official Photographer of the images submitted by ARTIST.
2. The BC MAGAZINE will deliver the ARTIST's Published image(s) with a BC MAGAZINE badge of publication attached to the image in the form of a digital JPEG, PDF or PNG file via E-mail within 12 weeks of the Magazine being published.
3. The ARTIST retains full copyright to all photographs they have submitted to be published in the BC MAGAZINE, but grants, nontransferable rights to BC MAGAZINE to use any of the photos the ARTIST has sent/submitted for the BC MAGAZINE publication in digital, physical and printed form within the magazine publication itself and as a BC MAGAZINE badged winning entrant image. This permission is limited to BC MAGAZINE's publication use within the entity of BC MAGAZINE's use only for social media, website and magazine print form. The image can only be sold by BC MAGAZINE in the form of a published image inside the magazine publication. The image itself cannot be sold or used by BC MAGAZINE as a single image in its own right and must be recognized as ARTIST's work when advertised within BC MAGAZINE.
ARTIST will retain the copyright of the photographs and permission is hereby given for BC MAGAZINE to attach the BC MAGAZINE Badge of publication to the images published that were submitted by ARTIST for the ARTIST and BC MAGAZINE's future advertising, studio display & recognition as ARTIST recognition as a published artist/photo.
4. The ARTIST gives BC MAGAZINE permission to crop images to suit page layout for magazine publication.

By submitting your images to BC MAGAZINE for publication you understand and confirm you are the photographer/owner of the photograph(s) submitted to BC MAGAZINE. You have also received permission from all models used in any images you have submitted along with any details of the model you have provided about the model to BC MAGAZINE with the model(s) consent to share the image and their information to be published in the BC MAGAZINE publication.

I hereby release and hold harmless the BC MAGAZINE from any reasonable expectation of privacy or confidentiality for myself and any models as specified above.

I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the publication of the magazine containing my photographs or participation in the BC MAGAZINE marketing materials. I acknowledge and agree that publication with said photos within the magazine confers no rights of ownership or royalties whatsoever as long as the image is within the magazine issue in which I submitted to.

I hereby release the BC MAGAZINE, its contractors, its employees/volunteers and any third parties involved in the creation or publication of the BC MAGAZINE publication, from liability for any claim by me or any third party in connection with my participation.