

PHOTOGRAPH(S) RELEASE

**PIN UP AMERICA Magazine** will credit your photograph(s) with our company name as provided below, wherever it uses the photograph(s).

NAME OF CEO/PHOTOGRAPHER:

PHOTOGRAPHER'S WEBSITE:

www.pinupamerica.com

COMPANY NAME:

**PINUP AMERICA MAGAZINE**

COMPANY ADDRESS:

EMAIL ADDRESS:

pinupamericamagazine@pinupamerica.com

TELEPHONE #:

WHAT PHOTOSHOOT DID YOU PARTICIPATE IN? (NAME OF PHOTOGRAPHER, HMUA AND LOCATION):

"By signing this release, I hereby grant to **PINUP AMERICA Magazine** ™, and their legal representatives: the right to use in conjunction with the company's business—still photographs & video taken (and/or any employees acting on behalf of my company):

a) The unrestricted rights and permission to:

i) transmit, download, save, store, and view the still photographs taken by myself (and/or any employees acting on behalf of my company) (the "Photographs") in both print and digital formats on multiple machines, screens, papers, etc. at once;

What this means: You allow us and the team at **PINUP AMERICA Magazine** to actually download and look at the Photographs. You allow us to forward the Photographs to other members of the team. You allow your Photographs to appear on more than one screen or piece of paper at once.

ii) upload the Photographs onto a private server or account in order to enable and facilitate the publishing process (e.g. to allow the Photographs to be uploaded to **PINUP AMERICA's Magazine** and/or file sharing accounts so all the editors may be able to view them from their respective computers, smart phones, tablets etc.);

What this means: You allow us to upload the photographs onto, for example, a server or a DropBox, where the team can view, and make selections etc. necessary in order to publish the Photographs.

iii) upload and open the digital file of your Photograph in a computer program including but not limited to Adobe® InDesign®, in order to create the digital file necessary for publication;

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iv) publish, republish, print, store, transmit, and view the Photographs as part of **PINUP AMERICA's Magazine**, both in print and digital formats, in multiple copies of the same issue, in which you are featured;

What this means: You allow us to make multiple copies of the issue of the **PINUP AMERICA Magazine**, in which your image appears. These copies will be in print and digital (e.g. pdfs, or on screen). This means your Photographs as it appears in that Issue of the **PINUP AMERICA Magazine** will be viewed on multiple screens and in multiple print copies at once.

v) upload the Photographs as part of **PINUP AMERICA Magazine** onto Third Party Servers in order to enable and facilitate the publication process;

What this means: You allow us to upload your submitted Photographs, once it is part of the Magazine, onto servers such as the MagCloud or the pinupamerica.com servers in order to be published. As well as social mediums such as Facebook, Twitter, Snapchat & Instagram.

vi) use the Photographs to promote the **PINUP AMERICA Magazine** through social media;

What this means: For example, you allow us to upload the Photograph onto our Facebook page to promote the Issue of the Magazine in which you appear. You allow us to upload the Photograph onto **www.pinupamerica.com** as part of promoting the Issue of the **PINUP AMERICA Magazine** in which you appear as well as other social mediums such as twitter, instagram and snapchat along with Facebook.

vii) **PINUP AMERICA Magazine** will make modifications and manipulations which are necessary for the publication process, or which may result inadvertently because of the publication process.

What this means: You allow us to do things including, but not limited to: cropping the image to fit on the page, adding text on top of the Photograph including but not limited to titles, credits etc., resizing the Photograph, and making a composite piece of your Photographs. Inadvertent changes include the colours appearing differently on various screens and in print, due to different calibration of the monitor or the printer's ink. We strive to publish each and every Photograph as closely to the original as possible.

b) Submitted Photographs will not be sold to any third party. **PINUP AMERICA Magazine** maintains all copyright of the Submitted Photographs.

c) I hereby agree that I am not owed any compensation (fees or any other consideration) for the uses of the Photographs, other than a photo credit whenever the images are used. I have no further right to additional consideration or accounting, and I will make no further claim for any reason against **PINUP AMERICA Magazine**.

d) These images have not been published in another publication, online or in print, previously.

e) I will not submit these Photographs for review, or potential publishing to any other magazine, directory, publication, website, online blog, social media outlet (i.e. Facebook, Twitter) or television show, worldwide, until The Magazine decline usage. The Magazine have until the publication of the next Issue to accept or decline usage. (e.g. If you are submitting for Issue 10, we have until the publication date of Issue 10 to accept or decline usage.)

f) We may accept usage for a future Issue (e.g. You submit for Issue 10, we accept for Issue 11). If that is the situation, you may not submit these photographs as above in (e) nor may you publish the Photographs, online or in print, in the meantime.

g) I hereby affirm that if **PINUP AMERICA Magazine** publishes my submission, they have exclusive publishing rights to the submission for print and online media.

h) I hereby affirm that if I breach the terms of this agreement, **PINUP AMERICA Magazine** may withdraw, delete, and remove my Photographs from any and all online, digital, and print versions of the Issue in which

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my Photographs appears, without any penalty, consequences, or repercussion.

i) I hereby acknowledge that it is my responsibility to assure that **PINUP AMERICA Magazine** receives the correct information on how I wish to be credited. This may include alternative spellings of my legal name, usage of a stage name, or usage of a shortened name. I understand that the **PINUP AMERICA Magazine** are not obligated to make corrections after publication has occurred. **PINUP AMERICA Magazine** is not liable for any harm, inconvenience, or lost opportunities that may arise due to information that you, an agent acting on your behalf, or any assign, have provided.

j) I hereby relinquish any right to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied. I release, discharge and agree to save harmless **PINUP AMERICA Magazine**, legal representatives or assigns, and all persons functioning with **PIN UP AMERICA Magazine** permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the publishing of said Photograph or in any subsequent processing thereof, including without limitation any claims for libel.

k) I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release. I acknowledge and agree that I am the owner of the enclosed photograph(s) and that I have the exclusive right and authority to grant the licenses mentioned herein.

l) I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws (excluding the law of conflicts) of the state of Melbourne, Victoria. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

m) I agree that this agreement sets forth the entire understanding between **PINUP AMERICA Magazine**, and the signatories with respect to the submitted photographs. I agree that this agreement supersedes any and all prior arrangements, understandings or agreements, oral or written, between **PINUP AMERICA Magazine** and me and cannot be changed except by a written agreement signed by **PINUP AMERICA Magazine** and me.

MODEL NAME:  
IDENTIFICATION:  
PRINT NAME:

SIGNED:  
DATED:

WITNESS (PRINT NAME):

SIGNED:  
DATED:

**PINUP AMERICA Magazine**  
CEO/PHOTOGRAPHER  
PRINT NAME:

SIGNED:  
DATED: