

Terms and Conditions for Photography Services.

Last Updated September 2020.

Unless The Collab Society otherwise agree in writing, these Terms are incorporated into and form part of any purchase of services rendered by The Collab Society (I.e. "Basic Photoshoot Add-On" and/ or "Ultimate Photoshoot Add-On", in addition to a Giveaway spot).

It is The Collab Society's sole discretion to vary these Terms and Conditions at any time, with or without notice to you. By purchasing and engaging in Photography services with The Collab Society, you are acknowledging that you have read, understood and agree with the below Terms and Conditions.

1. **PHOTOSHOOT**

- 1.1. We will deliver an album of photographs via Dropbox prior to the Giveaway commencing, unless we advise of delays due circumstances out of our control (I.e. postage delays, illness, injury, reasonable cause for a reshoot and other extenuating circumstances deemed appropriate by us).
- 1.2. Our priority remains to deliver quality content in a reasonable timeframe, even if that exceeds the deadline of two (2) hours prior to the Giveaway launch.
- 1.3. During the photoshoot, we will take all reasonable precautions to safeguard the products you send/ ship/ deliver to us. However, in the absence of negligence on our part, we are not responsible for loss, destruction or damage of such property.
- 1.4. Any and all content photographed will be retained by us and we have the license to use this content in any and all promotional and marketing activities, indefinitely.
 - 1.4.1. This includes, but is not limited to, publications (print and electronic), print, portfolio use (print and electronic), website/s, marketing collateral and across all social media platforms.
- 1.5. In conjunction to 2.4, all reasonable measures will be taken to encourage featured brands, businesses and products to tag each other when

repurposing content across social media (I.e. Instagram, Facebook and the like) however, we cannot guarantee and will not be held accountable, for failure to do so.

1.5.1. Once the Giveaway has concluded, The Collab Society do not have any control over how often (if at all), other participating brands, influencers and businesses will continue to tag or mention your product/s.

1.6. We cannot guarantee that every single product will be included in the main Giveaway promotional graphic posted to The Collab Society Instagram feed. When choosing a single promotional image, thought is given to what best represents the Giveaway prize as a whole whilst also aiming to include as many of the featured products as possible.

1.6.1. If the product you have supplied for the photoshoot is not included in the Main Giveaway promotional graphic, there will be a close-up photograph of your product in the subsequent slider images in the main Giveaway post on The Collab Society Instagram's feed.

1.6.2. The order of the slider images is completely random and is not influenced by prize value or brand presence.

1.7. In conjunction to 1.6, brands and businesses who have purchased a Standard or Custom spot in the Giveaway will not be required to repost the slider images, however all product/s supplied as part of the total prize pool will be listed in the Prize List promotional graphic and tagged in the Giveaway promotional caption copy. All participating brands and businesses must repost the Prize List promotional graphic and use the Giveaway promotional caption copy in their initial Giveaway post.

1.8. Included in the purchase of a service is full license to the images we supply to you.

1.8.1. Specifically, we grant you unconditional permission to use and display these purchased images, in an unlimited number of mediums, with unlimited alterations for any purpose (commercial or personal) you see fit.

1.9. Working with children is unpredictable, therefore we cannot guarantee that your product will be worn/ played with/ photographed with a child. Whilst we do our best to include children models in photoshoots where appropriate, we

revoke the clients' right to creative or technical revisions when it comes to requiring a child to be included in the photos.

1.10. There are two options when supplying a product/s for content creation:

1.10.1. If you require the product to be set up/ unboxed/ removed from the packaging/ assembled/ worn/ any other means aside from leaving the product entirely packaged and in "as new" condition, you must supply a second, brand new product for the winner of the Giveaway. You will be required to post this second product directly to the winner after they are announced. We will take care of sending you the winner's postage and contact details after we have collected this information (no later than seven days after the Giveaway has concluded).

1.10.2. If you are not willing to supply a second brand new product for the winner of the Giveaway, we will shoot your product/s in their original packaging so that the prize can be forwarded onto the winner in "as new" condition. See 5.4 for costings associated with this clause.

1.10.3. In conjunction to 2.9.2, we strongly recommend you supply a second, brand new product for the winner of the Giveaway. Boxed/ packaged product/s do not photograph well and it is unlikely we will be able to include it in the Main Giveaway promotional graphic. There is limited creativity a photographer can exercise when it comes to styling a boxed/ packaged product/s and as such your entitlement to creative revisions will be revoked.

1.11. Whilst your business is unique, it is common for other businesses to stock/ sell duplicate or very similar product/s. As such, we may be contracted to photograph products similar to or identical to yours. We will not be held accountable for photographs bearing a likeness to one another when they feature the exact same or similar product/s.

1.12. The client accepts that all photographs taken in the shoot are at the discretion of the contracted photographer, stylist and The Collab Society. This is based on a collective look, feel and vision for the photoshoot incorporating the contracted photographer, stylist and The Collab Society's experience and artistic vision.

1.12.1. All efforts will be taken on our behalf to produce a finished album that best showcases all the products involved.

- 1.13. The client acknowledges that the value in purchasing this service is based on “collaboration” (i.e. each photoshoot has to incorporate a number of different product/s and you will not receive an album of single-product images).
- 1.13.1. You will receive a mix of up-close and group shots that incorporate your product/s.
- 1.14. The number of photos you receive will always meet the minimum number outlined in the package you purchase, however there is no upper limit of how many images you will receive and it will differ from Giveaway to Giveaway dependent on the photographer, product/s you supplied and other typical factors occurring during a photoshoot.
- 1.15. Clients will be notified of the photoshoot date, prior to the scheduled photoshoot date. Cut off times for postage are indicative of when the photoshoot date will be scheduled.
- 1.16. Once we receive a product and check it into our database, The Collab Society will assume possession over the product/s. Should a product/s be lost, damaged or stolen while in our possession, then we will reimburse the client for such damage or loss up for the repair cost or replacement cost of the damaged or lost product, up to a maximum amount of \$1,000 per client.

PHOTOGRAPHY BRIEFS

- 1.17. As with all photography services, you are entitled to provide a comprehensive brief of how you would like your product/s shot.
- 1.17.1. Upon purchasing our service, you have 72 hours to provide us with a brief on how you would like your products photographed.
- 1.17.2. If you purchase our service as a last-minute addition to your Giveaway package and there is less than 72 hours until the scheduled photoshoot date, you must provide us with a brief on how you would like your products photographed, 24 hours prior to the scheduled photoshoot date.
- 1.17.3. We do not recommend adding this service to your Giveaway package less than three (3) days prior to the scheduled photoshoot date, as postage times are unreliable and The Collab Society do not take

responsibility to product/s which do not arrive in time for a photoshoot (see 3.0 Shipping & Handling).

- 1.17.4. If we do not receive a brief via email (briefs sent via Instagram DM or any other channel, other than email, are void and will not be forwarded onto the photographer/ stylist) within the abovementioned timeframes, you agree to give full creative direction to the contracted photographer, stylist and/ or The Collab Society. Failure to provide us with a brief via email, within the abovementioned timeframes mean that your entitlement to creative and/or technical revisions will be revoked.
- 1.17.5. The following list is an example of what you may like to include in your brief. This list is not comprehensive, exhaustive or a one-size-fits-all. Every business and product is different, therefore it is your responsibility to provide us with a brief that best explains how your product needs to be displayed and shot. We do not take responsibility for misinterpreting your brief.
 - 1.17.5.1. How to correctly set up your product/s.
 - 1.17.5.2. How to correctly display your product/s.
 - 1.17.5.3. How to correctly position your product/s.
 - 1.17.5.4. How to correctly wear your product/s.
 - 1.17.5.5. How to correctly fit your product/s.
 - 1.17.5.6. What we will require to correctly assemble your product/s.
 - 1.17.5.7. What age is suitable for your product/s.
 - 1.17.5.8. Whether you would like the product/s photographed turned on/ in use or not.
 - 1.17.5.9. A list of things not to do with your product/s.
 - 1.17.5.10. Include visual examples of the correct/ incorrect way to display your products to best explain the brief.
- 1.17.6. The client may waive their right to shooting direction by failing to provide a brief or in writing, thus allowing the photographer to decide how best the items be photographed. In doing so, the clients' entitlement to creative and/or revisions are revoked.

2. **SHIPPING & HANDLING**

- 2.1. We are not responsible for shipping, handling, postage or transfer costs of the product/s you are providing for the photoshoot, unless agreed in writing prior to you sending the product/s.
- 2.2. We are not responsible for damage, loss, errors made by the shipping carrier, such as delayed items, damages, lost packages or any other extraordinary circumstance that causes unforeseen interference with carrier routes.
- 2.3. In conjunction to 3.2, we are therefore not responsible for failure to include your product/s in the photoshoot and will not be held accountable for the late delivery of your album as a result of the abovementioned circumstance/s.
 - 2.3.1. Shipping and delivery timeframes remain completely out of our control, but we will always do our utmost to deliver a service in due course of the product/s arriving (I.e. you may receive a full album of photographs after the Giveaway has commenced or ended, however the photographs may or may not be shot consistently with the original photoshoot that took place).
- 2.4. If you require the product/s to be returned to yourself after the photoshoot, you must include a return label and appropriate packaging. Failure to do so means we will provide an invoice to cover the expense of return shipping, which must be paid in full before we ship the item back to you.
 - 2.4.1. We are not responsible for damage, loss, errors made by the shipping carrier, such as delayed items, damages, lost packages or any other extraordinary circumstance that causes unforeseen interference with carrier routes.
 - 2.4.2. If you require the product to be set up/ unboxed/ removed from the packaging/ assembled/ worn/ any other means aside from leaving the product entirely packaged and in “as new” condition, we do not take responsibility for the condition it is returned in.
 - 2.4.3. If you selected the abovementioned option for the photoshoot, the product may or may not be returned in its’ original packaging.
- 2.5. Once the product/s arrive with The Collab Society, they will be checked for damages which may have occurred in transit. The client will be notified of any damages within 24 hours.

2.5.1. If you require the product to be set up/ unboxed/ removed from the packaging/ assembled/ worn/ any other means aside from leaving the product entirely packaged and in “as new” condition, we will entirely remove the product from its’ packaging and thoroughly check for damages.

2.5.2. If you require your product/s to remain in their original packaging so that the prize can be forwarded onto the winner in “as new” condition, we will conduct a visual inspection of the packaging and notify the client if the packaging appears compromised or damaged in any significant way.

2.5.2.1. When onforwarding the product to the winner, The Collab Society are not responsible for damage, loss, errors made by the shipping carrier, such as delayed items, damages, lost packages or any other extraordinary circumstance that causes unforeseen interference with carrier routes.

2.5.2.2. If there is any reported issue with the winners’ prize upon their receipt, we will refer back to the client for remedy.

2.5.2.2.1. An issue may include, but is not limited to a, missing, broken, lost, wrong or compromised product.

2.6. It is the clients’ responsibility to retain all tracking information when they sending both the photoshoot product and the winners’ prize. We will email through a form which has a section for recording the associated tracking details for the product sent.

2.7. It is the clients’ sole responsibility to ensure their product/s arrive before the photoshoot date. We will not re-shoot or refund a client for if the product/s does not arrive in time for the photoshoot. The client will be given the option to have the item onforwarded to the winner or kept in-studio for future photoshoot opportunities.

2.7.1. Onforwarding of the product will attract standard fees and the client will be invoiced prior to shipping the product/s.

3. LIFESPAN OF PRODUCT/S AND CONTENT

- 3.1. All final images are retained by us for indefinite use. We reserve the right to periodically re-organise the content retained by us and delete content we no longer deem relevant or fit for promotional use.
- 3.2. A full library of final images are only kept for six (6) months after the photoshoot date, therefore we may not be able to supply you with original files outside of this timeframe.
- 3.3. Raw images are never retained by the studio, only final edited photos.
- 3.4. When opting for this service, we rightfully assume that you intend for us to keep the product/s sent to us for the photoshoot unless:
 - 3.4.1. You supply a return shipping label when sending the product or;
 - 3.4.2. You explicitly advise us that you want us to shoot your product/s in their original packaging so that the prize can be forwarded onto the winner in “as new” condition.
- 3.5. Products kept in our warehouse will be used in future photoshoots, if we deem them suitable (i.e. a bassinet may be used in a future baby nursery shoot). We will endeavour to tag your business in all photoshoots whereby your product continues to be featured, however we are not obliged to unless you have a paid spot in the Giveaway.
 - 3.5.1. You can request access to an album of these images at any time, as long as it is within six (6) months of the Giveaway going live. They will be supplied in due course, via Dropbox.

4. PRICING

- 4.1. Unless otherwise stated, all prices listed at the time of purchase are GST inclusive.
- 4.2. The service must always be purchased in addition to a Standard, Custom or Silent Spot in the Giveaway.
- 4.3. At any time, we reserve the right to make changes to the price of the service.
- 4.4. If you have elected to have your product/s photographed in their original packaging so that the prize can be forwarded onto the winner in “as new” condition, there will be a postage fee of \$20.00 to cover onforwarding to the winner.

- 4.4.1. The product will be sent via standard, tracked post with a requirement for signature on delivery.
- 4.4.2. The fee associated with winners' postage is variable dependent on the size and weight of the item. We will invoice you directly for onforwarding postage fees.

5. OTHER CONTRACTAL OBLIGATIONS

- 5.1. If you are unhappy with the image/s you have received, The Collab Society offer the following remedies;
 - 5.1.1. If there is a perceived lighting, colour, balance and/ or minor issue with the final content, we will attempt to fix the image using retouching at no additional cost.
 - 5.1.1.1. Due to the nature of the service, we cannot return an entire album of content that will seamlessly blend into your existing brand "look and feel". For this reason, photographs are minimally retouched to appear bright, clear and neutral. This allows you to apply your own filters/ presets or editing to the images to change the balance, colouring, warmth, etc. to ensure cohesive marketing content.
 - 5.1.2. If you request a reshoot or redo because of the clients' general dissatisfaction with the final content, we will revert back to the contracted photographer for remedy.
 - 5.1.2.1. The photographer will then reshoot the specified content at an additional expense to the client, in a reasonable timeframe.
 - 5.1.2.2. We are not obligated to stipulate a timeframe for reshoots, but will endeavour to have the content re-shot, edited and transferred via Dropbox within three (3) months of the Giveaway.
 - 5.1.3. In instances whereby the clients' general dissatisfaction with the final content is found to be caused by The Collab Society or our contracted parties, we will negotiate with the client to remedy the final content.
 - 5.1.3.1. Once the client agrees in writing, that they are satisfied with the remedy, The Collab Society will undertake the agreed upon

measures to provide new final content within a reasonable timeframe, not exceeding two (2) months.

5.1.3.2. We have the right to refuse to make further adjustments to the final content, if the client remains dissatisfied.

5.2. We are not responsible for pursuing copyright violations of the images of your product/s. By purchasing this service, you agree that, if you determine a third party is using, displaying or disseminating your images without your consent that you are responsible for enforcing your rights and pursuing action for any copyright violations.

5.3. We are liable to offer a reshoot for the client, should photographic materials be damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer.

5.3.1. The Collab Society will undertake the agreed upon measures to provide new final content within a reasonable timeframe, not exceeding two (2) months.