

LITTLE WAVES

Participant's declaration for underwater shootings of LITTLE WAVES - Marc Hillesheim Underwater Photography

Dear participant,

please carefully read the following conditions of participation and the terms and conditions on the following pages.

Some items are particularly important for our shootings:

The participation in photo shootings of LITTLE WAVES and other shootings of Marc Hillesheim Photography takes place at your own wish and your own risk. With your signature you explicitly declare the absence of medical reasons that could exclude the participation in such shootings.

Before the shooting you have to fill in a medical questionnaire. We are sorry that we cannot let you participate in one of our shootings without this precaution. If in doubt, please check with your doctor.

If and how often the participant will duck dive is solely in his or her own responsibility. However, the photographer is entitled to cancel the shooting at any time if it is in the interest of the participant or a group of participants.

There is no guarantee for „successful“ shootings. Working with non-professional models is foreseeable only to a certain degree. In case of a „failure“ we will do our best to set up another shooting (see our terms and conditions)

I want to participate in the photo shooting of LITTLE WAVES. I agree to the stipulated conditions. I have read this declaration and the terms and conditions on the following pages and agree to them. I have read the declaration of consent regarding the General Data Protection Regulation (GDPR) on the following page and agree to it.

Name

Address

E-mail

Place, Date

Signature

Terms and Conditions

Preamble

All participants or all customers will sign and accept the terms and conditions of Marc Hillesheim Underwater Photography after booking a shooting. No booking is finally confirmed unless the terms and conditions are signed by the participant / customer.

1. Copyright

No image may be commercially used without written permission of Marc Hillesheim. Please observe the valid provisions of copyright law! These are also applicable for internet use.

2. Guarantee

There is no guarantee for "success" while shooting babies or other non-professional models under water. Not every baby but also not every adult is equally fit for being an underwater model. Sometimes it's just the wrong day. A warranty or reimbursement therefore is excluded.

The number of taken pictures per participant is subject to a certain variation. There is no title of the participant for a certain number of successful or taken images.

For prepaid photoshootings that haven't generated usable results because of reasons not on the responsibility of the photographer, Marc Hillesheim will endeavour to set up another shooting. Hereunto exists no legal claim.

3. Flaws

Legitimate complaints and flaws have to be reported within one week in written form (mail or email).

legitimate flaws will be corrected. Any refund is excluded.

4. Service provision

All services offered only after advance payment or collect on delivery. All prices are including VAT where applicable.

5. Appointments

Shooting dates fixed per mail or email are binding!

For dates that are cancelled by the participant not earlier than 48 hours before the date no refund will be given. All expenses that arise for Marc Hillesheim related to a booking (for instance travel expenses) cannot be refunded once the booking is confirmed.

6. Use of images for the promotion of Marc Hillesheim Photography

Images taken by Marc Hillesheim may be used for layouts, for promotion, internet, in regional, nationwide and international print media and media of other kind. The participant approves to this by signing these terms and conditions before the shooting. For minors the signature of a parent or legal guardian applies.

This doesn't allow any commercial exploitation (sale) of the images to third parties!

7. Water quality

Water quality is a vital criteria for the quality of underwater photos. Should the optical quality of the water not be acceptable for a shooting, Marc Hillesheim reserves the right to cancel the shooting after consulting the participants. The participants retain the right for a new attempt at no cost. Further claims are excluded.

For shootings in pools owned by the participant the participant bears the responsibility for the water quality.

8. Scope of performance

The customer has legitimate claim to all services stipulated in written form (mail or email).

Exceeding services need separate agreements and, if applicable, additional compensation.

9. Cancellations, Returns

The right to cancel or return an ordered photographic print or an ordered retouching of a photographic file is in German law excluded under § 312d Abs. 4 Nr. 1 BGB, because the ordered products are manufactured according to the specifications of the buyer and tailored to his personal needs. For legitimate complaints see Art.3.

10. Governing law, Jurisdiction

German law applies under exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all legal matters resulting from a contract between the customer and Marc Hillesheim is Cologne, Germany

11. Salvatory Clause

Should any part of these terms be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the agreement shall remain unaffected and valid.

Datenschutz - Datenerhebung - Datenverarbeitung - nach DSGVO - neues EU Gesetz 2018

Die neuen EU Richtlinien / Gesetze verpflichten mich als Fotografen, und zwar schon vor dem eigentlichen Fotoshooting bzw. vor dem Abschließen eines Kaufvertrages von Fotos, meine Kunden zu informieren was mit Ihren Daten passiert - Diese benötige ich als Fotograf ua. dazu, um Ihnen Ihre Bestellung zukommen zu lassen und Ihnen eine Rechnung zu erstellen. Hierbei fallen natürlich Daten an, mit denen sorgsam umgegangen wird (was natürlich auch schon vor diesem EU-Gesetz selbstverständlich war).

Littlewaves.de / Marc Hillesheim erhebt personenbezogene Daten des Auftraggebers ausschließlich auf freiwilliger Basis und **NUR** zum Zweck der Vertragsdurchführung, zur Erfüllung vertraglicher und vorvertraglicher Pflichten. Die Datenerhebung und Datenverarbeitung ist für die Durchführung des Vertrags erforderlich und beruht auf Artikel 6 Abs. 1 b) DSGVO. Eine Weitergabe der Daten an Dritte findet nicht statt. Die Daten werden gelöscht, sobald sie für den Zweck ihrer Verarbeitung nicht mehr erforderlich sind und soweit dem keine gesetzliche Aufbewahrungspflicht entgegensteht.

Das Model oder seine Erziehungsberechtigten erklärt mit seiner Unterschrift das Einverständnis, dass die von ihm angefertigten Aufnahmen auf Datenträgern gespeichert werden dürfen. Der Fotograf ist weiter berechtigt, Reproduktionen dieser Aufnahmen in unveränderter, veränderter und/oder künstlerisch bearbeiteter Form für Folgezwecke zu nutzen:

- für die Abgabe an das Model selber
- für die Promotion von Marc Hillesheim nach AGB Punkt 6

Die Einwilligung wird erteilt, ohne jede zeitliche, örtliche und inhaltliche Beschränkung der Verarbeitung und Nutzung der Daten, sowohl durch den Fotografen, als auch durch Dritte, die mit dem Einverständnis des Fotografen handeln, ungeachtet der Übertragungs-, Träger-, und Speichertechnik.

Das Model oder seine Erziehungsberechtigten erklärt sich ausdrücklich mit einer Bearbeitung der Aufnahmen, sei es durch Retusche, sei es durch digitale Bearbeitung mittels entsprechender Software, oder einer Verwendung im Rahmen von Montagen jeder Art einverstanden.

Das Model oder seine Erziehungsberechtigten bestätigt, dass es vom Fotografen über sämtliche Umstände der Anfertigung, Verarbeitung und Verwendung der Aufnahmen umfassend informiert worden ist und dass es seine Willenserklärung zum Zustandekommen dieser Vereinbarung freiwillig abgibt.