

## ARTIST LICENSING AGREEMENT

This Agreement applies to any image, graphics, digital assets, texts or digital Images created or taken by Artist and delivered to the Grantee (collectively known as “Phōs”).

### Rights & Duties:

- The submissions must not contain any copyright works belonging to third parties. Copyright and ownership rights in the media in which the Images/Texts are stored, remain the sole and exclusive property of the Artist. This license provides the Grantee with the limited right to reproduce, publicly display, and distribute the Images/Texts only for the agreed upon terms as set forth in the Grantee Invoice by both parties.
- Images/Texts used for any purpose not directly related outside of those terms, must be with the express permission of the Artist.
- Images/Texts may contain copyright management information (CMI) at the discretion of the Artist in the form of either 1) a copyright notice © and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties.
- By submitting your entry, you agree and warrant that (i) your entry is entirely your own original work (Images/Texts); and (ii) nothing in your entry is defamatory, private or an infringement of copyright or other intellectual property right or in any way a breach of another’s rights.
- Artist agree to respect, act in good faith and use Phōs in order not to offend whatever rights of third parties, to particularly not attack third parties in relation to their nationality, ethnicity, religion, political belief or gender; they shall not constitute defamation, incitement to theft, fraud, violence, terrorism, sadism, prostitution, paedophilia.

## Production:

The manner and method of creating any Image is solely at the discretion of Artist and the Grantee has no right to control Artist's manner and method of performance under this Agreement. Artist will use his/her best efforts to: (a) ensure that the Images/Texts conform to Grantee's specifications; and (b) submit all Images/Texts to Grantee in publishable quality, on or before the applicable deadlines.; and (c) all the people involved in the artwork submitted by the Artist will have to have consented their presence in it, and it's out of the control and responsibility of the Grantee if the opposite happens.

In consideration of the mutual promises set forth below, as well as other valuable considerations, the parties agree as follows:

- 1) The Artist grants to the Grantee the exclusive right to use/reproduce/distribute the image /text for: Featuring in Phōs Zine (online and physical); featuring in Phōs social media (twitter, instagram and facebook); prints giveaways.
- 2) The profits from the sale of the Artist's merchandise will cover the costs of production and any extra amount could be used for some of the artists featured and other expenses.

There is no submission fee to participate.

Once submitted, the entries cannot be withdrawn for any reason whatsoever.

This agreement constitutes the entire agreement between the parties and shall not be modified, amended or changed in any way except upon a written agreement signed by both parties.