

BBC Pictures Photographer Special Terms

Note: the Welsh translation of these terms can be found below.

In the event of any conflict between the overarching terms and conditions and these special terms, the special terms will prevail.

1 Definitions

“Delivery Date” means the date specified in the Booking Documentation for the delivery of the Photographs or if none, within 7 days of the completion of the photographic assignment.

“Photographs” means all digital still images created by You pursuant to the Booking.

2 Delivery

2.1 You agree to deliver the Photographs on the Delivery Date and instructed by the BBC. All Photographs taken pursuant to the Booking must be:

- (a) Delivered without pre-editing;
- (b) Shot at the highest possible resolution;
- (c) Delivered in two formats: RAW files - minimum file size of 45 megabytes for unit material and 60mb for Key Art and Portrait photography, 300dpi. JPEGs - 35 megabytes, 300 dpi; and
- (d) Cleared of all personal metadata before delivery to the BBC.

2.2 You agree that You are not entitled to take any photographs (other than those which you are obliged to take pursuant to the Booking) which You would not normally have been able to take due to lack of access or otherwise if You had not been carrying out the Booking. If You do take any photographs other than those specified in Your booking then those photographs will be treated as Photographs and these Special Terms and Conditions and the overarching Terms and Conditions will apply.

3 Exploitation

3.1 By accepting this Booking, You agree that You are not entitled to retain copies of or to exploit the Photographs without the prior written permission of BBC Pictures.

3.2 The BBC will not unreasonably withhold permission for You to exploit the Photographs for non-commercial purposes (eg portfolios, websites, and competitions). Where

permission is granted, copies will be provided to You by the BBC at cost but You accept and acknowledge that the BBC will not consent to any exploitation or publication of the Photographs pursuant to this clause prior to first publication and/or broadcast of the associated BBC programme and that the withholding of such consent in these circumstances is not unreasonable.

4 Warranties

4.1 You warrant that:

- (a) You will at all times ensure the security and confidentiality of the Photographs and prevent the Photographs being seen or exploited by any unauthorised person;
- (b) The Photographs shall be original and shall not have been published or exploited in any form prior to Delivery;
- (c) You are fully entitled to agree to these Photographer Special Terms and Conditions and the accompanying overarching Terms and Conditions; and
- (d) Exploitation of the Photographs by the BBC pursuant to these Photographer Special Terms and Conditions and the overarching Terms and Conditions shall not infringe the rights of any third party.