

## Terms and conditions - FLUT Magazine Vol. 04 Legal remarks, 2022

The purpose of these Terms of Participation is to grant Anna Ebert, Elisabeth Knoblich, FangSheng Chou, Franziska Schaden, Laura Theimer, Lena Schwaab, Marie Busch and Paula Willert the necessary rights of use for the submitted image and text material. The publisher of the magazine are Anna Ebert, Elisabeth Knoblich, FangSheng Chou, Franziska Schaden, Laura Theimer, Lena Schwaab, Marie Busch and Paula Willert and will be called „FLUT“ in the following.

FLUT is receiving the simple usage rights (2) according to §31 UrhG on the imagery / pictorial texts and texts. You can find all important information about the procedure of the call for entries in the F.A.Q.

### 1. Object / Right to be granted

The author, the sole proprietor and author, FLUT receives a simple right to use the photographs, both at home and abroad. The author asserts that he is free to dispose the unlimited rights of use of the picture material and that it is free from the rights of third parties.

### 2. Rights and obligations

FLUT may use the image and text material for the creation of the fourth issue of the magazine “FLUT Vol. 04”. The magazine appears in print format in a print run of 600 copies. The publisher may use the submitted image and text material, in consultation with the author, to apply for the magazine in print, for the website ([www.flut-magazin.de](http://www.flut-magazin.de)) and for social media (Instagram, Facebook). In doing so, the visibility of the author is ensured.

FLUT treats the provided picture and text material gently and with care, but assumes no liability in case of force majeure or third party liability. The captured image and text material is digitally archived on our servers indefinitely.

### 3. Use of the image material / persons depicted

FLUT does not authorize the author to make any changes to the picture or text material within the process of editing and layout. The author agrees that his picture material and / or text material together with all other printed series will also be published on the web as an e-book.

The author assures that the persons pictured (model release) or objects (property release) agree to the publication, unless such consent is required (§23 KUG). This also applies to the use in advertising, in symbolic contexts. Material provided with watermarks or similar artifacts can not be accepted. For this we offer a detailed attribution under / over the picture and / or text material.

The author assumes responsibility for any claims made by third parties FLUT arising out of misinformation of the author regarding the origin and the image rights.

### 4. Remuneration

FLUT does not pay any fees for the transfer of the rights of use.

# FLUT

Magazin für gegenwärtige Erotik

## **5. Personal data**

The personal data given at the submission are stored for the purpose of participant and image management, for the curation and organization. Personal data will NOT be passed on to third parties. If the work submitted by the author is published in FLUT, the author agrees that the editorial team may continue to save his name and contact. This is necessary because he is still responsible for his submitted work and the editorial staff must therefore still have the opportunity to get in touch with him.

## **6. Disclaimer of liability**

As the author, I assume full liability for the material I submit.

The author indemnifies the editorial team of FLUT from any third – party claims and is liable for any damages resulting in particular from the non – fulfilment of points 2. And 3.

## **7. Documentary copy**

The author will receive a copy of the magazine free of charge after publication of the magazine. The author also has free entry to the release event.

## **8. Call for entries**

The sending of the picture material and the text material will be send via e-mail. The author will be informed about a publication as soon as the editorial team has made the selection.

## **9. Final provisions**

Amendments and supplements to this contract must be made in writing; The same applies to the waiving of this requirement. If individual provisions of this contract are or become invalid, the validity of this agreement shall remain unaffected. The invalid provisions shall then be reworded in such a way that the intended purpose is achieved.