

PHOTOGRAPHY CHECKLIST FOR OPERATORS

SOUTH AUSTRALIAN TOURISM COMMISSION



SHOOT CONSIDERATIONS

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1. Prior to engaging with a photographer it is a good idea to work out your photography brief and budget, this can also dictate which photographer to approach. All photographers have different strengths and it is important that you contract a supplier that is able to meet your needs.
2. Will you be shooting mostly indoors/outdoors?
3. If indoors does the photographer shoot with/without additional lighting?
4. What time of day will you be shooting? Will any sunrise/sunset shots be factored into the schedule?
5. If shooting in a National/Conservation Park is a permit required? For more information visit:
<https://www.parks.sa.gov.au/permits-and-licences/photography-and-filming-permits>
6. If using a drone, does the supplier have all the relevant certifications? For more information visit:
<https://www.casa.gov.au/aircraft/landing-page/flying-drones-australia>
<https://www.casa.gov.au/aircraft/standard-page/can-i-fly-there-drone-safety-app>

CONTRACT | AGREEMENT | CHARGES

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1. In discussions with your photographer it is important to communicate your intention for the images to be used for your own marketing purposes. This may include having your images available on the SA Media Gallery for the promotion of your business which distributes to third parties both nationally and internationally.
2. Who will own copyright? When engaging a photographer for a commissioned shoot, it may be beneficial to own copyright of the produced assets. This way you will be able to use and distribute the images without limitation as you will own the intellectual property of the assets. Alternately, if the photographer retains copyright, you may wish to negotiate suitable terms around unlimited use of the assets for your own marketing purposes including having images available on the SA Media Gallery.
3. Will a recce (reconnaissance) be required? What is the additional cost for this? A recce is normally carried out to scope out specific angles and assist in determining location requirements and overall shoot planning to achieve the best outcomes.
4. Provide your photographer with the SATC's Visual Style Guide so they can see what types of imagery the SATC are seeking for the SA Media Gallery.
5. Read your photographer's terms and conditions. What is their cancellation policy if you need to postpone the shoot due to weather? If the shoot goes over the scheduled time, what are their costs per hour? Does this vary depending on time of day?
6. Does the photographer's fee include receiving both TIFF and JPEG files?
7. Does the photographer's fee include any post production work? If not, what are their rates? Post production work can include, but is not limited to, colour correction, editing, composing, image stitching, retouching (clothing/talent), detail enhancement, object removal and straightening of horizon lines.
8. When would you expect final delivery of files including post production work? 2-3 weeks post shoot date should be sufficient.

BRIEF | SHOOT SCHEDULE

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1. Discuss the brief with your photographer. Do they have any questions/concerns?
2. Identify the hero locations and include these in the brief. Is there a priority order for locations? Discuss your expectations and work out realistically how many locations can be included into the schedule.
3. Is there a location that needs to be captured at a specific time? This can affect the order of locations in the shoot schedule.
4. Consider capturing images in both portrait and landscape orientation. Each orientation will suit different applications, for example, marketing collateral and social media platforms.
5. When shooting at a venue/property other than your own, ensure each operator/property owner signs a Property Release Form so you have an agreement in place providing permission to shoot at the location.
6. Factor in driving times as well as any breakfast/lunch/dinner breaks.
7. Consider including a contingency plan in case weather or other unforeseen circumstances inhibit shooting at particular locations on the day.
8. Have a backup location(s) prepared for any unforeseen circumstances that may occur on the day or if you are running ahead of schedule and can fit another location in.

DOCUMENT EXAMPLES

VISUAL ASSETS LICENCE ORDER TERMS AND CONDITIONS

These terms and conditions apply to the Licence granted to the South Australian Tourism Commission ("SATC") by the Supplier ("Supplier") of the visual asset material ("Material") described in the Visual Assets Licence Order ("Order").

BACKGROUND

(a) The SATC is the South Australian Government agency responsible for the development and promotion of South Australia as a tourism destination.

(b) The SATC and other State Government agencies use and distribute an extensive range of visual media to support South Australian tourism, events and business activities.

(c) The Supplier has offered to provide the Material for use by the SATC in accordance with the Order and these terms and conditions and the SATC has accepted that offer.

INTELLECTUAL PROPERTY OWNERSHIP AND/OR USE RIGHTS

The Supplier grants the SATC and all South Australian Government agencies, a non-exclusive, irrevocable, perpetual, worldwide licence ("Licence") to publish, modify, reproduce, communicate and distribute the Material by any means (including digital) for the following purposes:

- ▶ Promotion of South Australia as a tourism, events and business destination.
- ▶ Distribution to third parties for them to promote South Australia as a tourism, events and business destination.
- ▶ Provision to Tourism Australia for inclusion in media galleries and distribution for the promotion of Australia as a tourism, events and business destination.

The Licence will commence on the provision of the Material to the SATC by the Supplier. If the SATC distributes Material to third parties the SATC will not charge third parties for the use of the Material, except for the cost of dubbing, copying and delivery of the Material which will be recovered by the SATC.

Under the Licence, the SATC and other South Australian Government agencies are permitted to use the Material in the commercial arena to a global audience including but not limited to:

- ▶ the World Wide Web and associated distribution mechanisms (blogs, email, e-newsletters, social media etc).
- ▶ multi-media applications;
- ▶ free to air and paid television;
- ▶ video (i.e. trade and consumer applications, in-flight viewing etc)
- ▶ print publications;
- ▶ press advertising and editorial;
- ▶ promotional items (t-shirts, mugs, posters, signs, etc);
- ▶ billboards/outdoor/OOH advertising.

The SATC will ensure that any requests for use of the Materials listed below by a third party for uses other than promoting South Australia will be referred back to the Supplier of the Material to negotiate other arrangements.

The Supplier acknowledges that the SATC is not able to control and has no liability for the use of the Material contrary to the terms of the Licence.

THE SUPPLIER'S WARRANTY AND INDEMNITY

The Supplier warrants that:

- (a) it is the bona fide owner of all intellectual property rights in the Material or if the Supplier is not the intellectual property rights owner then it has been duly authorised to act on behalf of the intellectual property rights owner, and the Supplier agrees to provide written evidence of that authority to the SATC if requested;
- (b) it complied with all laws, regulations and other requirements in the creation or capture of images in the Material;
- (c) the Material the subject of this Agreement does not infringe the intellectual property rights of any third party; and
- (d) that releases have been obtained from any talent, models, persons and properties shown in the Material which enable the Supplier to provide the Licence to the SATC in accordance with these terms and conditions.

The Supplier will indemnify the SATC if there is any breach of the warranties specified in sub clauses (a), (b), (c) or (d) above.

PRICE

In consideration for granting the Licence, the SATC will pay the Price stated on the Order.

The SATC will make payment once the Materials have been delivered to the SATC in an Approved Format with 30 day of receipt of a tax invoice which includes the suppliers address, ABN and bank details.

The Price includes all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.

The Price includes all costs of compliance with the obligations under this Agreement. No other cost or expenses are payable by the SATC.

The Supplier:

- (a) acknowledges that SATC may be obliged under taxation laws to deduct a withholding from the fees payable to the Contractor under this Agreement; and
- (b) agrees that if SATC is obliged to deduct such a withholding, SATC is entitled to do so under this Agreement and will not be required to pay any compensation to the Supplier.

DELIVERY

The Supplier must deliver the Materials in an Approved Format as follows:

By email to: brandassets@sa.gov.au
By post to: **Brand Assets Coordinator**
South Australian Tourism Commission
GPO Box 1972 ADELAIDE SA 5001

GENERAL

The Supplier consents to use of the Material without attribution. The parties may not terminate or vary this Agreement except by written agreement signed by both parties. The parties agree that any termination of the Agreement shall be of prospective effect only, and that SATC shall not be required to recover, destroy, or surrender any publication, reproduction, communication or other use of the Material effected prior to the date of termination.

This Agreement constitutes the entire agreement between the parties and replaces any previous agreement between them relating to intellectual property rights in the Material.

SPECIAL CONDITIONS

These terms and conditions are subject to any Special Conditions included on the Order. In the event of a conflict between these terms and conditions and the Special Conditions included on the Order the Special Conditions shall take precedence.

APPLICABLE LAW

This Agreement must be read and construed according to the laws of the State of South Australia and the parties submit to the jurisdiction of that State.

FORMATS OF MATERIAL PROVIDED

The Material to be provided to the SATC should be of the highest possible quality. The following are Approved Formats for the delivery of the Materials.

Photographs:

- ▶ CMYK
- ▶ TIFF
- ▶ 300dpi
- ▶ A3 420mm x 297mm (if possible)

Artwork (i.e. maps, diagrams):

- ▶ Editable EPS/Vector file. (Preference is for Illustrator files)

Video footage:

- ▶ Frame Size: 1920 x 1080 or 1280 x 720
- ▶ Editing Timebase: 25fps
- ▶ Field Dominance: None
- ▶ Pixel Aspect Ratio: Square
- ▶ Anamorphic: 16:9 Off
- ▶ Video Processing: High Precision YUV allowed (8-bit)
- ▶ White Point: White
- ▶ Compressor:
 - ▶ Uncompressed 8-bit 4:2:2 or HDV 720p25
 - ▶ Millions of Colours (24-bit)
 - ▶ No Data Rate Limit
 - ▶ No Keyframes Set
 - ▶ Quality 100
- ▶ Audio Settings: 16-bit/48,000Hz Stereo

Online video: QuickTime Settings

- ▶ Description: H.264 for medium-bandwidth streaming
- ▶ File Extension: mov
- ▶ Estimated file size: 87.89 MB/hour of source
- ▶ Audio Encoder
 - ▶ AAC, Mono, 32,000 kHz
 - ▶ Video Encoder
 - ▶ Width: 320
 - ▶ Height: 240
 - ▶ Pixel aspect ratio: Square
 - ▶ Frame rate: 12
 - ▶ Codec Type: H.264
 - ▶ Temporal quality: 50
 - ▶ Min. temporal quality: 50
 - ▶ Average data rate: 204.8 (Kbps)
 - ▶ Maximum data rate: 204.8 (Kbps)

Flash Settings

- ▶ Ratio: 4 x 3
- ▶ Video: 150kb/s
- ▶ Sound: 32kb/s
- ▶ Pixels: 320 x 240
- ▶ Codex: Flash default



TALENT RELEASE FORM

The South Australian Tourism Commission (SATC) is a State Government body responsible for the development and promotion of South Australia as a tourism destination.

For the purpose of promotion and general Government business, the SATC and other State Government Agencies use an extensive range of images and video footage that reflect South Australian lifestyle, business activities and tourism experiences.

Date ____ / ____ / ____

Project Title _____

Location _____

Notes _____

Participant Name (print) _____

Telephone _____

Address _____

At the request of representatives of the SATC (State Government of South Australia) I have agreed to be photographed, filmed and/or interviewed and I hereby irrevocably consent to the reproduction of this film footage, and/or photographs, and any other material in any SATC (State Government) and any other State Government agencies websites, publications, displays or paid advertising related to the promotion of tourism or any general government business; and also in any other publications (including internet, newspapers and magazines) to which the SATC (State Government of South Australia) might supply the imagery for the general purpose of the promotion of South Australia.

The SATC knowingly only releases photographs and/or film for the general promotion of South Australia and will not stand liable for the photographs and/or film that have been reproduced or passed onto a third party without granted permission.

I understand that the SATC (State Government of South Australia) will have copyright over the use of the film or photographs for an unlimited period.

Executed as a Deed

Signature of participant _____

If participant is under 18 years of age:

Parent/guardian's name (print) _____

Signature of parent/guardian _____

SATC representative (print) _____

Signature _____





PROPERTY RELEASE FORM (FOR FILM AND STILL PHOTOGRAPHY)

The South Australian Tourism Commission (SATC) is a State Government body responsible for the development and promotion of South Australia as a tourism destination.

A contractual agreement with the SATC is in effect an agreement with the State Government of South Australia and all its statutory departments.

For the purpose of promotion and general Government business, the SATC and other State Government Agencies use an extensive range of images and video footage that reflect South Australian lifestyle, business activities and tourism experiences.

Date ____ / ____ / ____

Project Title _____

Location _____

Notes _____

Owner's Name (print) _____

Owner's Telephone _____

Owner's Address _____

At the request of representatives of the SATC (State Government of South Australia) I have agreed for my property to feature in photographs and/or film and hereby consent to the reproduction of these photographs and/or film described above, in any SATC (State Government of South Australia) publications, displays or paid advertising, related to the promotion of tourism or any general government business; also in any other publications (including internet, newspapers and magazines) to which the SATC (State Government of South Australia) might supply the photographs and/or film for the general purpose of the promotion of South Australia.

The SATC knowingly only releases photographs and/or film for the general promotion of South Australia and will not stand liable for the photographs and/or film that have been reproduced or passed onto a third party without granted permission.

I understand that the SATC (State Government of South Australia) will have copyright over the use of the film or photographs for an unlimited period. I am also aware that in relation to still photography, the photographer may contact me to discuss further possible use under special license granted by the State Government.

Executed as a Deed

Owner's signature _____

SATC representative (print) _____

Signature _____





CONTACT US

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