Release for the use of photographic images, company

I, the undersigned _____, born in _____ (province _____) on _____, resident at _____, _____ (province _____), postal code _____, tax code _____, legal representative of the company _____, registered office at _____, _____ (province _____), postal code _____, VAT no. _____, phone _____, email _____, PEC _____, unique code _____

I AUTHORISE

the company Pawa srl, registered office at via XX Settembre 151, 07041 Alghero (SS), Italy, VAT and tax no. IT02915080903, operating through the VEDO project, a communication and photography service, to take, use and share photographs taken during photo sessions, both of myself and of employees and collaborators, under the following conditions:

1. Purpose of use

I authorise the use of the photographic images for marketing, communication and promotion of photographic art, as provided by the VEDO project, directed by Giuseppe Irranca and Andrea Masala. The images may be used on all communication channels, including social media (among them Instagram, Facebook, Vero and LinkedIn), the websites https://vedolab.it and https://www.giuseppeirranca.it and other promotional materials.

2. Rights in the images

I acknowledge and accept that all photographs taken during the sessions are the exclusive property of VEDO and Pawa srl, under Articles 96 and 97 of Italian Law no. 633 of 22 April 1941 on copyright. The images may be used without further authorisation, within the limits of the consent to dissemination given and of its withdrawal. Ownership includes any future edits or adaptations, and the images may not be used or modified without the authorisation of VEDO and its owners, of its legal representative and of its current and future photographers.

In particular:

1. **Ownership of the images.** All photographs taken during the sessions are the exclusive property of VEDO and Pawa srl. This includes all rights of use, reproduction, publication and dissemination, without limits of time, place or format. The undersigned acknowledges

that the original files (such as RAW or other uncompressed files) remain the property of VEDO and may not be requested or used without the written authorisation of VEDO.

2. **Applicable law.** Under Article 87 and following of Law no. 633/1941, VEDO has the exclusive right to use and commercially exploit the images produced.
3. **Disclaimer on the use of the images.** The undersigned acknowledges that VEDO and Pawa srl will not be liable, except in cases of wilful misconduct or gross negligence, for legal disputes arising from the use of images depicting people, places or things. The undersigned declares to have obtained the necessary authorisations from any third parties involved (people depicted, location owners, holders of rights in the items shown) and holds VEDO and Pawa srl harmless in this respect, as they act on the information received. The undersigned guarantees the truthfulness of the information provided and the possession of the necessary rights.
4. **Limits and authorisations.** Any use of the images by third parties other than as provided in this release must be authorised in writing by VEDO. Unauthorised use is a copyright infringement and will be prosecuted under Articles 171 and following of Law no. 633/1941.

3. Privacy and protection of personal data

Under Regulation (EU) 2016/679 (GDPR), Legislative Decree 101/2018 and Legislative Decree 196/2003 as amended, I declare that I have received and read the attached information notice on the processing of personal data (VEDO Project), which forms an integral part of this release. Data and images are processed in ways that ensure security and confidentiality, with measures such as encryption and access control, and are used only for the stated purposes. Images are disseminated on communication channels only with the consent given in the attached form, which can be withdrawn as described in the section "Withdrawal of consent to dissemination".

4. Liability

With this release I release VEDO and Pawa srl, to the extent permitted by law and except for wilful misconduct or gross negligence, from any liability arising from the use of the photographs as described. This release is consistent with Article 2049 of the Italian Civil Code on indirect liability. I acknowledge that damage caused by unauthorised third parties (for example hackers or unauthorised access) is outside the responsibility of Pawa srl and VEDO.

5. Tax matters and invoicing

VEDO is a communication and photography service offered by Pawa srl, registered office at via XX Settembre 151, 07041 Alghero (SS), Italy, VAT and tax no. IT02915080903, unique code M5UXCR1, website https://vedolab.it, email info@vedolab.it, PEC pawasrl@pec.it. The

service or product offered is regularly invoiceable to both companies and private individuals, in accordance with the tax rules in force in Italy, including VAT rules (Presidential Decree no. 633 of 26 October 1972) and other relevant tax provisions.

6. When the service is free of charge

If the service or product offered by VEDO is free of charge, the undersigned is aware that the work is carried out without payment, because the service is free in exchange for the dissemination of the images described in the section "Purpose of use": spreading and strengthening the VEDO brand and promoting photographic art. Pawa srl and VEDO reserve the right not to provide the original files in any form, even on request, unless expressly agreed.

Models who undergo the portrait or photo session are entitled to receive the images in JPG format, but acknowledge that the original files (RAW or other uncompressed formats) remain the exclusive property of VEDO and Pawa srl, which may use them for the purposes of this release.

If consent to the dissemination of the images is not given, the service is not free of charge and the flat fee stated in the section "Withdrawal of consent to dissemination" applies.

7. Withdrawal of consent to dissemination

Consent to the dissemination of the images may be withdrawn at any time, without giving a reason, by writing to info@giuseppeirranca.it or to the PEC address pawasrl@pec.it. Withdrawal does not affect the lawfulness of dissemination that took place before it and carries no cost for paid services.

1. Withdrawal applies for the future: within 30 days of the request the images are removed from the channels under the control of VEDO and the photographer, and no new dissemination or communication use is made of them.
2. Excluded are materials already printed or published on media no longer under the control of VEDO, and anything others have already shared on their own account.
3. The original files remain in the photographer's author's archive, as stated in the information notice, protected and not used for any dissemination.
4. If the service was free because it was tied to the dissemination of the images and consent is withdrawn after the service has been carried out, reimbursement of expenses and a flat fee of euro 500.00, plus VAT where due, remain payable as consideration for the work already performed (shooting time, travel and image processing), and not as a penalty for withdrawing.

8. Governing law and jurisdiction

This release is governed by Italian law. For any dispute the Court of Sassari has exclusive jurisdiction, subject to the mandatory forum of the consumer where applicable. Mandatory rules protecting consumers and personal data remain unaffected.

9. Legal notes and indemnity

Copyright and intellectual property

Under Article 96 of Law no. 633 of 22 April 1941, the portrait of a person may not be displayed, reproduced or sold without that person's consent. With this release the undersigned consents to the use of the images produced by VEDO for the stated purposes, waiving any economic claim on future uses, subject to what is provided for withdrawal.

An image may be reproduced without the consent of the person depicted when reproduction is justified by their fame or public office held, by the needs of justice or police, by scientific, educational or cultural purposes, or when it is connected with facts, events or ceremonies of public interest or held in public. VEDO and Pawa srl reserve the exclusive right to use, reproduce, publish and disseminate the images in accordance with Articles 12 and following of Law no. 633/1941.

Indemnity

By signing, the undersigned indemnifies VEDO and Pawa srl, to the extent permitted by law and except for wilful misconduct or gross negligence, for liability relating to the use, publication, dissemination, storage and printing of the images produced, for commercial or promotional purposes, including use for photo albums, exhibitions or other media. The undersigned is aware that VEDO and Pawa srl are not required to pay any fee for the use of the images as described and waives future claims in this respect, including use on printing platforms, social media or websites.

Storage and security of the images

VEDO and Pawa srl undertake to store the images in safe and protected ways, in accordance with their data protection standards. The undersigned releases VEDO and Pawa srl from liability for loss, damage or unauthorised access due to causes outside their direct control.

Place and date _____ Signature _____

10. Additional effective clauses of the release

10.1 Specific areas of use

In addition to the purposes already stated, the images may be used in various contexts, including but not limited to:

- photo exhibitions and competitions;
- public or private screenings;
- publication on digital platforms and social media (Facebook, Instagram, Vero, LinkedIn and others);
- printing of photo books, catalogues or magazines;
- production of gadgets, posters and other promotional materials;
- use in advertising, both traditional and electronic;
- display in galleries, photo studios or other public and private spaces.

10.2 Duration of the release

This release has unlimited duration, without limits of time or place. Consent to the dissemination of the images may be withdrawn at any time, in the ways and with the effects stated in the section "Withdrawal of consent to dissemination". The other agreements, in particular those on copyright, archive and fees, remain effective.

10.3 No unauthorised changes to the images

The person photographed acknowledges and accepts that the images supplied may not be altered, modified, cropped or presented in a form different from the one chosen by the photographer. Any unauthorised intervention causes the right to use the images to lapse, and the photographer reserves the right to take legal action to protect his work.

10.4 Reciprocal grant of rights of use

In a spirit of mutual collaboration, the photographer undertakes to give the person photographed copies of the images used, authorising their use for personal or portfolio purposes, in the same areas described above, without any change and always crediting the photographer.

10.5 Photographic style and artistic images

The photographer's style includes portraits of an emotionally sensual character, refined and never vulgar. No explicit nudes are planned. Any artistic or partial nudes are agreed in writing before the shoot, and the related images may be disseminated only if the person concerned has given specific written consent. The person photographed declares to be familiar with this style.

10.6 Penalties for improper use and copyright infringement

The person photographed acknowledges that any unauthorised use, counterfeiting, modification or falsification of the images produced by VEDO is an infringement of copyright, protected by Law no. 633 of 22 April 1941, and of the rules on personal data protection.

1. **Unintentional infringements.** For unauthorised use of the images, including use on websites, social media or advertising materials without the written consent of VEDO, a penalty between euro 750 and euro 30,000 per image applies, determined by the seriousness of the infringement, the spread of the image and the economic damage caused, in accordance with Article 158 of Law no. 633/1941.
2. **Intentional and serious infringements.** In cases of intentional infringement, such as removing watermarks or metadata identifying the author, falsifying information about the author or modifying the images without authorisation, a penalty of up to euro 150,000 per image applies, without prejudice to the sanctions of Articles 171 and following of Law no. 633/1941.
3. **Legal costs.** In addition to the penalties, the person photographed reimburses the legal, expert and consultancy costs incurred by VEDO to enforce its rights, under Article 91 of the Code of Civil Procedure.

Penalties are due subject to the court's equitable reduction under Article 1384 of the Civil Code and without prejudice to proven greater damage.

Place and date _____ Signature _____

Specific approval of clauses

Under and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, I declare that I have read carefully, understood and specifically approve the following clauses:

- no. 2, Rights in the images
- no. 4, Liability
- no. 6, When the service is free of charge
- no. 7, Withdrawal of consent to dissemination
- no. 8, Governing law and jurisdiction
- no. 9, Legal notes and indemnity
- no. 10.2, Duration of the release
- no. 10.3, No unauthorised changes to the images
- no. 10.6, Penalties for improper use and copyright infringement

Place and date _____ Signature in acceptance _____

Information notice on the processing of personal data, VEDO Project

Articles 13 and 14 of Regulation (EU) 2016/679 (GDPR), Legislative Decree 196/2003 as amended by Legislative Decree 101/2018

1. Data controller and contacts

The data controller is **Pawa S.r.l.** (the "Controller"), VAT and tax no. IT02915080903, registered office at via XX Settembre 151, 07041 Alghero (SS), Italy, represented by its sole director Giuseppe Irranca, operating the VEDO project, a communication and photography service. Contacts: email info@giuseppeirranca.it, PEC pawasrl@pec.it, registered mail to the registered office. No Data Protection Officer (DPO) has been appointed, as it is not mandatory.

2. Data processed

Identification and contact data (name, date and place of birth, residence, phone, email), tax code and tax data, the photographs and information linked to them, of the company and of its legal representative, and the images of the employees and collaborators portrayed.

3. Purposes and legal bases

- **Providing the photographic service**, managing contacts, delivery of images and the contractual relationship. Legal basis: performance of a contract or pre-contractual measures (Art. 6.1.b GDPR).
- **Meeting tax and accounting obligations.** Legal basis: legal obligation (Art. 6.1.c).
- **Disseminating the images** on the Controller's sites and channels for marketing, communication and promotion of photographic art. Legal basis: consent (Art. 6.1.a), optional and revocable.
- **Keeping the original files in the photographer's author's archive** and defending one's rights, including in court. Legal basis: legitimate interest (Art. 6.1.f), within artistic expression and archiving (Arts. 85 and 89 GDPR) and the protection of copyright (Law 633/1941).

4. Nature of the provision of data

Identification, contact and tax data and the images taken to perform the service are **necessary**, and therefore mandatory: without them the service cannot be provided. **Dissemination of the images** is instead **optional** and depends on the consent you express with the boxes at the end of the document; you may give it or refuse it. If the service is paid, refusing changes nothing. If the service is free, dissemination is part of the agreement (the service is free in exchange for dissemination): in case of refusal the service is due with the flat fee of euro 500.00 stated in the release. There is no automated decision-making or profiling.

5. Recipients and dissemination channels

Data are processed by the Controller and authorised staff. Contact and tax data may be communicated to tax and accounting advisers and IT service providers, acting as independent controllers or processors. Images, if consent has been given, are disseminated on the Controller's channels where the project is present, including Instagram, Facebook, Vero, LinkedIn and the websites https://vedolab.it and https://www.giuseppeirranca.it; the updated list is available on request. On the data subject's request the images may be collected in photo books and delivered.

6. Transfers outside the European Union

Some dissemination platforms (for example Instagram, Facebook and LinkedIn) also process data outside the European Union, in particular in the United States. Transfers take place on the basis of a European Commission adequacy decision (EU-US Data Privacy Framework) or of the standard contractual clauses these companies adopt. The Controller does not control how the platforms process their users' data.

7. Retention

- Contract and tax data: for the period required by law (as a rule 10 years).
- Disseminated images: until consent is withdrawn, with removal within 30 days of the request from the channels under the Controller's control.
- Author's archive: the original photo files are the author's work and are kept without time limit, as was done with negatives, in safe ways and with limited access. Retention is justified by copyright, artistic expression, archiving and the defence of rights in court (Art. 17.3, letters a, d, e, GDPR). After a withdrawal or an erasure request, the archive is not used for any dissemination or communication and the data subject may ask for restriction of processing.

8. Your rights

You may exercise at any time the rights under Articles 15 to 22 GDPR: access, rectification, erasure (within the limits of Art. 17.3), restriction, portability, objection to processing based on legitimate interest. You have the right to withdraw consent to the dissemination of the images at any time (Art. 7.3 GDPR), with the effects stated in the release. To exercise your rights write to info@giuseppeirranca.it or to the PEC address pawasrl@pec.it. If you believe the processing breaches the rules, you may lodge a complaint with the Italian Data Protection Authority (www.garanteprivacy.it).

Consent to the processing of personal data

I, _____, as legal representative of the company _____ and in my own name, declare that I have understood the notice and further:

☐ I consent to the dissemination of photographs of myself and of the company on the Controller's digital channels and websites

☐ I do not consent to the dissemination of the photographs on the Controller's digital channels and websites

Place and date _____ Name and signature _____

Employees and collaborators portrayed

The legal representative declares to have informed the employees and collaborators portrayed. Each of them, having seen the notice, gives here their personal consent to the dissemination of their own images.

Full name	Consent to dissemination	Signature
	☐ yes ☐ no	
	☐ yes ☐ no	
	☐ yes ☐ no	
	☐ yes ☐ no	
	☐ yes ☐ no	
	☐ yes ☐ no	