

Permission to produce photographic or film material

The permission to produce photographic or film material is granted exclusively pursuant to the conditions below:

1. The MAK must be named in the piece, the closing credits, or photo credits as follows:

Photo material: © **Photographer's name/MAK**
Film material: **Film recording in the MAK, calendar year**
2. The MAK agrees to the release of the photographic or film material only for the purpose listed on the reverse. Any other use, exploitation, release, or publication shall require the MAK's prior written approval. The MAK shall be informed of the release once it has taken place. The MAK Press and Public Relation Department (presse@mak.at) shall be provided with a specimen copy of the published material.
3. The MAK reserves the right to make future permissions to produce photographic or film material contingent upon compliance with these conditions.
4. The MAK points out that the permission to produce picture or film material used editorially in the MAK is absolutely not an authorization to exploit works which would allow the reproduction of works in the MAK.

The party requesting permission to produce photographic or film material (hereinafter **Applicant**) is obligated to obtain their own authorization to reproduce works protected by copyright. If any third party makes a claim against the MAK in this regard, the Applicant shall be obligated to indemnify and hold the MAK harmless. This also applies to the rights of depicted persons.
5. The Applicant is liable for any damage that the MAK or the Federal State incurs while shooting material.
6. The MAK is not liable for damages incurred by the Applicant and their employees and vicarious agents in the context of being given permission to produce photographic or film material. In particular, the MAK is not liable for changes, such as changes in the time of the event, changes in the location of the exhibit, or a complete cancellation of the event.
7. The production of photographic or film material on exhibits other than those requested, and of security precautions taken by the MAK, is prohibited. The Applicant shall ensure that persons who are visible on the photographic or film material have provided any required consent to being depicted.
8. While photographing and filming takes place, the MAK will provide a supervisor whose instructions must be followed absolutely. If instructions issued by the supervisor are violated, the MAK reserves the right to terminate the production of photographic or film material, to revoke the authorization already granted, and to expel the entire team from the premises.
9. Exhibits may absolutely not be touched and may only be moved by authorized employees of the MAK.
10. Photographing and filming objects which must not be recorded (indicated by pictograms) is prohibited.



MAK

- 11. Lamps shall be turned off during shooting breaks and set-up phases and while moving. In the case of works on paper, indirect, diffuse light and highly sensitive film material must be utilized. The exposure time must be limited to the time of exposure metering and shooting. Flash photography is generally prohibited and requires a prior written special exception permit.
- 12. It is noted that no oral agreements exist in addition to this agreement. Amendments or modifications of this agreement must be in writing to be valid, as must any waiver of the written form agreement.
- 13. This permission is subject to Austrian law. The exclusive place of jurisdiction for disputes under and in relation to this agreement is the court at the MAK's location having subject matter and local jurisdiction.
- 14. As Applicant (or its authorized representative), the undersigned accepts the conditions for permission to produce photographic and film material, which begin on the reverse.

- Production of photo material
- Production of film material

Head of the film/photo team: _____

Applicant/Company/Media: _____

Address: _____

Contact details (phone/e-mail): _____

Team members (number of persons/names): _____

Purpose of the shooting and publication medium: _____

Production title: _____

Date/duration of the planned publication: _____

Please keep this document available to show supervisory staff and for admittance.

Approved by the MAK:

Date

File number

Photo/film locations (please tick the appropriate boxes):

- MAK Exhibition Hall
- MAK DESIGN LAB
- MAK FORUM
- MAK GALLERY
- MAK Works on Paper Room
- MAK Columned Main Hall
- MAK Permanent Collection Asia
- MAK Permanent Collection Baroque Rococo Classicism
- MAK Permanent Collection Contemporary Art
- MAK Permanent Collection Empire Style Biedermeier
- MAK Permanent Collection Historicism Art Nouveau
- MAK Permanent Collection Renaissance Baroque Rococo
- MAK Permanent Collection Carpets
- MAK Permanent Collection Vienna 1900
- MAK Lecture Hall
- MAK Branch Geymüllerschloß
- _____

Date, time, and duration of shooting/recordings

Date and signature

Printed name of undersigning person

The applicant shall agree to the processing of the data collected in the context of this contract for the purpose of fulfilment of the contract by the MAK (including electronically). No forwarding of the data collected to third parties shall ensue, unless this is absolutely necessary for the purpose of fulfilment of the contract or to fulfil statutory obligations. Where necessary, the MAK shall ensure that corresponding order-processing contracts be concluded with third parties, which guarantee the security required in handling the data. Following discharge of the contract, the data collected shall be only stored for the purpose of complying with the accounting retention periods as well as maintaining the historical MAK-archive. Pursuant to statutory provisions, the applicant shall be entitled to the right of information, correction, deletion, restriction, data portability and objection in relation to the data. Responsible within the meaning of the General Data Protection Regulation is the MAK.