## Jewellery Historian.

## SUBMISSION GUIDELINES

At the JEWELLERY HISTORIAN we look for designers, brands and artists whose work is exceptional and of the highest quality. Our mission is to promote, inspire and educate, so we expect designers and brands whose work we feature to be generous with their knowledge.

We welcome you to submit any and all original designs, thoughts and concepts you'd like to share.

You should be eager to describe and explain aspects of craft; you should be willing to take photos of a work in progress or document the process in some way.

If you would like to show us your creations to consider featuring in the website and our e-magazine, please follow these instructions. We accept submission ideas for a wide variety of topics.

Please be sure to download these Submission Guidelines, which contain directions on how you can submit your material for review. The Submission Guidelines contain detailed directions for how to submit your proposals.

All information in this document apply to: jewellery designers, timepieces designers, fashion designers, photographers, accessories designers, and designers in general.

## How to submit your work

All submissions must be your original design and must include:

- 1. In a cover letter, tell us what our readers could learn from the way you work.
- 2. Send us at least 40 digital photos in high resolution ( .png format ) of your creations. Do not send us low resolution images, since we cannot publish them.
- 3. If you want you can also send us scans/photos of designs. These will allow our readers to see the evolutions from design to the finished piece.
- 4. You can also include photos made during the fabrication process. These can be great.
- 5. Enclose the history of the brand/company as well if you wish a list/photos of famous
- 6. Enclose a resume of the designer, including highlights of achievements.
- 7. A portrait photo of the designer in the same format as the product's photos.
- 8. Enclose sales points, boutiques, web links etc.
- 9. Briefly introduce your brand. Include creative director bio, brand history, philosophy, inspiration.
- 10. If you are keen on collaborating for any upcoming photo shootings, please state so.
- 11. You can send us catalogues and documents in pdf format. All other texts must be in word (.doc) format.

If you want you can send us a link where we can download all material needed. Send your submission to: <a href="mailto:info@jewelleryhistorian.com">info@jewelleryhistorian.com</a> . You can also use websites such as <a href="https://www.wetransfer.com">www.wetransfer.com</a> to submit material.

When we receive the material, the Jewellery Historian team will see if it corresponds to our editorial line. We try to respond to queries within twelve weeks. Please do not e-mail about the status of your submission.

If you received our invitation to submit material and/or have been featured in a previous issue of the Jewellery Historian, please follow the same instructions as listed above.

Important notice: The Jewellery Historian does not confirm if your work has been selected. You must check in each issue and you can download your free copy in PDF format of any past issue at the website of the Jewellery Historian ( www.jewelleryhistorian.com )

## Jewellery Historian | Material Submission, terms & conditions

By submitting ANY material at the Jewellery Historian (website and/or e-magazine) you accept:

- These terms of explain the conditions, on which you may submit any material or content to or via the site (collectively, "Submissions"). Please read these terms carefully before submitting any content: by submitting content, you indicate that you accept these terms of submission and you agree to abide by them. If you do not agree to these terms, you may not use the site to submit any content.
- Definitions :
  - a) "the Magazine" shall mean the "Jewellery Historian" Magazine.
  - b) "the Publisher" shall mean the "Jewellery Historian" Magazine owner.
  - c) 1.3 "Submitter" shall mean the person, partnership or company supplying the Submission to the Magazine.
- By submitting any content to the magazine, the submitter confirms that:
  - has the legal right and authority to accept these terms of submission and to grant the applicable license (as more particularly set out below);
  - is the owner of the material or content and/or has all the necessary rights, consents, permissions and licenses which are required, to submit the content and to grant the applicable license;
  - c) the content does not (whether in its submission, subsequent use in accordance with the applicable license or otherwise) infringe the intellectual property rights of any third party;
  - d) to the extent that the content identifies any individual (whether by name, picture or otherwise), the submitter has the consents and permission from those individuals which are required for Instruct to use the content as contemplated by the applicable license:
  - the content does not include any material that may be illegal, defamatory, obscene, offensive, harmful to the safety or any person, aimed at harassing any person or otherwise inappropriate to display on the site; and
  - f) at the request of the magazine and/or publisher, the submitter will provide Instruct with written copies of any consents, permission and licenses that you are required to obtain in accordance with this clause 3.
- The submitter agrees that is the legal owner (or act on behalf of the legal owner with it's permission) of the material submitted.
- The submitter agrees to indemnify the Jewellery Historian, editor, publisher, staff, people related to and anybody harmed, if any third party takes action against the Jewellery Historian in relation to the material you submit.
- The submitter agrees not to take action against the Jewellery Historian in relation to material that submits.
- 7. The submitter agrees to defend, indemnify and hold harmless the Jewellery Historian, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such information.
- 8. All suggestions, ideas, articles, texts, photos, designs, notes, concepts and other information the submitter may send to the magazine (collectively, "Submissions") shall be used by the magazine in perpetuity and/or according to any detailed specific agreement and will not be subject to any obligation of confidence on the magazine's part.
- Liability and Indemnity
  - a) The submitter accepts not to submit anything that is not rights-free content or content that the submitter shares the rights to, to the Publisher without first clearing the use of the content by the Publisher in a signed document by other rights holders and submitting those documents to the Publisher via digital transmission or recorded delivery.
  - b) The submitter understands and agrees that the Jewellery Historian, editor, publisher, staff, people related to have no liability or involvement, legal or otherwise with any submission the submitter has not cleared the rights to.

- c) The submitter understands that the employees, editors and or legal representatives of the Publisher will not be held liable for any legal issues arising out of false statements made by me about my Submission or my inability or ignorance in clearing the rights with any other rights holders of my Submission.
- 10. The magazine and publisher shall be entitled to unrestricted use of the Submissions for any purpose related to the Jewellery Historian, unless otherwise specified in any other written agreement, without compensation to the provider of the Submissions. Such use will by no means infringe on any property/ trade mark/ intellectual property rights.
- 11. Grant of Rights/License: In consideration of The Jewellery Historian publishing the material submitted, the submitter grants the Jewellery Historian and the publisher the following rights/license in the Work:
  - a) Worldwide rights to publish in any or all print and electronic editions/versions of the Jewellery Historian's publications, which include domestic and foreign, whether in the English language or translated into a foreign language, including any successor, similar or replacement versions thereof;
  - b) The right to use the Work as it appears in the Publications in advertising and promoting the Jewellery Historian, the Publisher and the Magazine, its publications and/or its products as well as the right to excerpt and create teasers and summaries of the Work;
  - The right to use the Work in whole or in part on magazine's and/or publisher's website(s);
  - d) The right to republish, store, syndicate, distribute and/or sell reprints in print or electronic media of all or any portion of the Work in any language and in any country;
  - e) The right to publish the Work in whole or in part in a print or electronic edition of an anthology and in an electronic database;
  - f) The right to use the name and likeness of the submitter in a fair and dignified manner and to publish information about the submitter in connection with the advertising and promotion of the Publications;
  - g) All rights granted by this agreement are granted in perpetuity and applicable in all media including, but not limited to, all electronic media, internet, wireless or mobile platforms whether now known or hereafter created.
- 12. Copyright/Coverage: Except for the rights granted to the Jewellery Historian, the magazine and/or publisher, hereunder, the submitter retains all rights, including copyright, in the Work. The magazine and published intend that this agreement shall cover Works published in any of the Publications after the date of this agreement.
- 13. The submitter hereby waives any right to inspect or approve the finished product in any Service that may be used in conjunction with any Submission now or in the future, whether that is known to the submitter or unknown, and waives any right to royalties or other compensations arising from or related to the use of the Submission.
- 14. The submitter grants to the Jewellery Historian, the magazine and the publisher, a non-exclusive, royalty-free, transferable, sub licensable, worldwide license to use, store, display, reproduce, re-pin, modify, publish and distribute the material submitted, solely for the purposes of operating, developing, providing, and using the Jewellery Historian's products.
- 15. Submissions may be placed on the website, social media sites or in Emails of the Jewellery Historian as they appear in the Magazine and with full credits.
- 16. If a Submission is to be used for any other purpose other than stipulated in these Terms and Conditions, the rights holder(s) will be informed and permission sought before publication.
- 17. The submitter agrees that at the sole discretion of the magazine and/or publisher may publish, withdraw, postpone or alter any content provided by the submitter. The submitter understands that is the unique and exclusive responsible for any legal claims arising from the material submitted to the Jewellery Historian.
- Any material submitted (including, but not limited to, product samples) submitted by the Legal owner or Agency (including, but not limited to, press office, advertising

agency, employee etc), and any material to which other material links or refers, complies with all applicable laws, rules and regulations and does not and will not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. (The person who submits the material understands that the intended audience of the Service is worldwide and the Service is accessible and/or have incidental physical distribution throughout the world.) As part of the consideration to induce the Jewellery Historian to Publish such material, the legal owner of the material and/or representative and/or employee, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless the Jewellery Historian, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such material; (b) any violation of other laws relating to material submitted, including, but not limited to, commercial messages; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial, or personal information; (d) the products and/or services promoted, sold, presented and/or contained in material submitted.

- 19. As part of the consideration to induce the Jewellery Historian to Publish any article, the legal owner and its Agency (including, but not limited to, press office, advertising agency, employee etc), if there be one, each agrees jointly and severally to defend, indemnify and hold harmless the Jewellery Historian, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature, including attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy, harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing transmitting of such information.
- 20. The rights of the Jewellery Historian shall in no way be affected by any dispute or claim between the legal owner of the material and Agency (including, but not limited to, press office, advertising agency, employee etc). The legal owner of the material and Agency agree to reimburse the Jewellery Historian for its costs and attorneys' fees that may result from any dispute.
- 21. By submitting material the legal owner confirms that it has appointed Agency(including, but not limited to, press office, advertising agency, employee etc) to be its authorised representative with respect to all matters relating to press relations and/or advertising placed on his behalf with the understanding that Agency may be paid a commission.
- 22. The submitter agrees that the Jewellery Historian has the unrestricted right to use the material submitted in any way and for any purpose related but not limited to promotion, advertising etc related to the Jewellery Historian, unless specified in a written agreement.
- 23. The submitter agrees that the Jewellery Historian has the unrestricted right to use the submitted material as many times the Jewellery Historian wants and to any of its publications and website with no restriction of any kind.
- 24. The submitter agrees and grants to the Jewellery Historian unrestricted non-exclusive right to use the material now and in the future.
- The submitter agrees not to receive any compensation on behalf the Jewellery Historian for the material submitted.
- 26. The submitter agrees that the use of material submitted by no means infringe any property, copyright, trademark, intellectual rights and any legal rights.
- 27. The submitter agrees that the Jewellery Historian's liability shall be in all cases limited to the maximum amount you paid for publication. In case submitter didn't paid, submitter accepts that the Jewellery Historian has no responsibility and that submitter is not entitled to any amount and/or compensation.
- 28. The submitter agrees that it is at the Jewellery Historian's sole discretion to publish or not the material submitted in the website and/or the e-magazine.
- 29. The submitter agrees, that submitting any material, does not guarantee that the material will be featured in the

- magazine.
- 30. The submitter agrees that the Jewellery Historian reserves the right at its absolute discretion, and at any time, to cancel any article publication or reject any material in connection with any Service, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the material.
- 31. In the event of the Jewellery Historian's errors in or omissions of any article(s), the Jewellery Historian's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to the Jewellery Historian for the article), and the Jewellery Historian shall have no liability unless the error/omission is brought to the Jewellery Historian's attention no later than 60 days after the article is first Published.
- 32. In no event will the Jewellery Historian have any liability for errors or omissions caused by force majeure or errors in key numbers. This also applies in the event of a suspension of the Jewellery Historian's Service due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war or any other cause or contingencies or force majeure beyond the reasonable control of the Jewellery Historian.
- 33. The submitter agrees and allows to the readers of the Jewellery Historian to download the issues of the Jewellery Historian for personal use, which contain the material submitted.
- The conditions are applicable for the website and emagazine of the Jewellery Historian.
- 35. These conditions and terms may be updated or/and change without prior notice on behalf of the Jewellery Historian and at any moment. The submitter agrees that is sole responsible to read them as they are published on the website of the Jewellery Historian.
- 36. The Jewellery Historian has no obligation to send to the submitter revised and/or new terms and conditions. The submitter agrees that is sole and unique responsible to read them every time any material is submitted to the lewellery Historian.
- 37. The submitter understands and agrees that a Submission is provided pro bono and that the only compensation will be credit for the Submission published in the Magazine.
- 38. The magazine and the publisher, allow to the submitter, after publication of the issue containing the material submitted to use the pages containing the material submitted for promotional purposes to the website, social media, e-mails of the submitter.
- 39. The submitter understands and agrees to share after publication of the material, share the published material it in social media(s), website and newsletters.
- 40. In the case of 39, the submitter understands and agrees always to mention the source as described in 41.
- 41. The submitter understands and agrees that the use of visual content in a "promotional" context, shall be accompanied by an adjacent credit to the Jewellery Historian in substantially the following form: "Jewellery Historian magazine" and/or, "Photo courtesy of www.jewelleryhistorian.com" and/or "Photo courtesy of Jewellery Historian (www.jewelleryhistorian.com).
- 42. The submitter understands and agrees that once a Submission is made it cannot be withdrawn.
- 43. The submitter understands and agrees that if exclusive content is made and/or submitted exclusively for/to the Publisher, the rights to the content will belong to the Publishers ad infinitum and that the submitter can not share that content with any other publication, website or other Service but only use that content for personal or non-commercial use.
- 44. The Jewellery Historian does not send any file to featured brands. All brands featured can download for free at the website of the Jewellery Historian the issue the brand is featured in PDF ™ format.
- 45. The Publisher must receive the Submission of any material, no later than the submission deadline agreed.
- 46. IN NO EVENT WILL THE JEWELLERY HISTORIAN HAVE ANY LIABILITY FOR ANY ADVERTISING, CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.