

**TERMS AND CONDITIONS FOR CHERITA PICTURES PORTRAITURE SESSION PROMOTION
(MARCH-APRIL 2009)**

1. The promotion period ends on 30th of April 2009.
2. The promotion is only applicable for ON LOCATION portraiture within Klang Valley. Client is responsible for any cost incurred (i.e: entrance fee, permits, rent, etc) related to the usage of portraiture location.
3. The promotion is only applicable for individual or group of maximum 5 person, and the session shall be performed within 2 hours only. Cherita Pictures reserves the right to extend additional hours and charge accordingly should the client request to have a session which involves more than the maximum number of person allowed. Necessary arrangement and agreement pertaining to this matter should be made in written between the Client and Cherita Pictures upon booking of the portraiture session.
4. **PAYMENT.** The Client shall make full payment deposit in order to retain the Photographer to perform the portraiture service on agreed date and time. Booking(s) only confirmed upon signing of contract and receipt of payment. All payment shall be made payable to CHERITA PICTURES.
5. **VOUCHER.** The voucher is downloadable from Cherita Pictures Facebook Fan Page, or can be requested personally through email. The voucher is valid for this portraiture session promotion only. The voucher is transferable, but only one (1) voucher can be used at one (1) time and must be presented upon signing of contract. The voucher's validity period follows the promotion period accordingly. The voucher cannot be used in conjunction with any other promotion or service by Cherita Pictures. The voucher is not redeemable for cash or any other goods and may only be used as described.
6. **CANCELLATION.** No deposit will be refunded should the client decide to cancel the booking. However, the portraiture session is transferable at the client's own discretion and the Client shall inform Cherita Pictures and provide necessary details accordingly.
7. **FAILURE TO PERFORM.** If the session cannot be performed due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, the session will be re-scheduled to another date and location agreed between Cherita Pictures and the Client.
8. **PHOTOGRAPHER.** Cherita Pictures may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
9. **COMPLETION/DELIVERY OF DIGITAL IMAGES.** A selection of digital images in JPEG format will be compiled into CD/DVD and returned to the client within 7 working days. The digital images are presumed to have been received in good condition unless the Client notifies Cherita Pictures in writing of any discrepancy or error within 14 days of receipt.
10. **COPYRIGHT & REPRODUCTIONS.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining written permission of the Client.
11. **CLIENT'S USAGE.** The Client reserves the right to make prints of the digital images for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. The Client shall inform Cherita Pictures should they choose to use the images beyond the scope of the terms and conditions including press release and advertising. The Client shall affect the correct attribution should the images be used for publication. Attribution is requirement for all images that are published or publicly displayed/broadcasted either by the Client or by the Client's agent/publisher.