Photo Manipulation
Political Figures: image manipulation

Political figure are often the target of image manipulation simply for humor.

Photo Manipulation that changes message / truth

December 1997: This digitally altered photograph of Kenny and Bobbi McCaughey appeared on the cover of Newsweek magazine shortly after Bobbi gave birth to septuplets. This photograph was manipulated from the original that appeared, unaltered, on the cover of Time magazine. Newsweek manipulated the photograph to make Bobbi’s teeth straighter, and were accused of trying to make her "more attractive".

Reference: http://www.cs.dartmouth.edu/farid/research/digitaltampering/ retrieved on Dec 1, 2009
January 2003: This cover of GQ magazine featured a digitally slimmed actress Kate Winslet that had reduced the size of her legs by about a third.

Reference: http://www.cs.dartmouth.edu/farid/research/digitaltampering/ retrieved on Dec 1, 2009
Model Release
Model Release required when:

The models face is visible

Unique features are visible (tatoos, scars, custom clothes etc).

Model Release required when:

The overall situation in the photo (location, events etc.) would make the subject recognize herself with little difficulty.

The model is participating in professional or semi-professional activity (motor cross, rodeo, basketball, etc).

Model Release required when:

The photo is suggestive or has nudity

If the person is the main subject of the photo

Model Release required when:

If the person is a secondary subject, that is still essential to the overall photo.

If the person in the photo is doing something, most people would rather not see pictures of themselves doing (scratching their privates, slipping on a banana peel etc.)

Model Release not required when

- Though this person is obviously the main subject, he is also reduced to little more than a silhouette (with no defining features). The fact that he is windsurfing is not unique enough to warrant a release.

- Here’s a whole crowd of people, and not a single release is required. Everything is generic enough, and there is nothing identifiable about the setting, so we can safely say 'this could be any group of people, anywhere'. No faces or tattoos either, so no release is needed.

Model Release

For good and valuable Consideration herein acknowledged as received, and by signing this release, I hereby give the Photographer/Filmmaker and Assigns my permission to license the Images and to use the Images in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Images may be combined with other images, text and graphics, and cropped, altered or modified. I acknowledge and agree that I have consented to publication of my likeness as indicated below, but understand that other likenesses may be associated with Images of me by the Photographer/Filmmaker and/or Assigns for descriptive purposes.

I agree that I have no rights to the Images, and all rights to the Images belong to the Photographer/Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional Consideration or accounting, and that I will make no further claims for any reason to the Photographer/Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual, and will be governed by the laws of the Province of Alberta, Canada.

I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

Definitions.

"MODEL" means me and includes my appearance, likeness and form.

"WEB" means all media including digital, electronic, print, television, film and other media now known or to be invented.

"PHOTOGRAPHER/PRODUCER/ASSIGN" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me.

"ASSIGN" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company.

"WASH" means all photographs, film or recording taken of me as part of the Shoot.

"CONSIDERATION" means something of value I have received in exchange for the rights granted by me in this release.

"SHOOT" means the photographic or film session described in this form.

"PARENT" means the parent and/or legal guardian of the Model and Model is referred to together as "we" and "us" in this release.

Photographer/Filmmaker information

Name (print) ________________________________

Address ________________________________

City __________________ State/Province ____________ Zip/Postal Code ________

Country __________________ Phone ____________ Email __________________

Date of Birth __________________

Signature __________________

Date __________________

Parent(s) or Guardian(s) fill in all information.

Name __________________

Address ________________________________

City __________________ State/Province ____________ Zip/Postal Code ________

Country __________________ Phone ____________ Email __________________

Date of Birth __________________

Signature __________________

Date __________________

Additional information to be completed by Model: (Optional)

Ethnicity information is requested for descriptive purposes only, and serves as a means of providing more accuracy in assigning search words.

Asian  Caucasian  Hispanic, Latin American  Pacific Islander  Black

Middle Eastern  Native American  Mixed Race  Other:

Attach visual reference of Model here: (Optional)

For example, Polaroid, drivers license, print, photocop, etc.

Witness (Note: All persons signing and witnessing must be of legal age and capacity in the area in which this Release is signed. A person cannot witness their own release)

Name (print) __________________

Address ________________________________

City __________________ State/Province ____________ Zip/Postal Code ________

Country __________________ Phone ____________ Email __________________

Date of Birth __________________

Signature __________________

Date __________________

Reference:

Retrieved on Dec 1, 2009
Photo Compilation and Licensing
Example of a Compilation requiring licensing

Usually the pictures on website that are not free to download are watermarked. In order to obtain the original picture one must purchase a license to use it.

Reference: www.veermarketplace.com retrieved on Dec 1, 2009
Example Royalty Free License Agreement

1. Upon your payment of the purchase price for the Image, you are granted a non-exclusive, non-transferable right to use and reproduce the image in printed materials, or any electronic or digital form. In the latter case, each image should be incorporated into a design in such a manner to make it clear that the image is not intended to be separately downloaded, copied, or distributed and the image size in use must less than 800 pixels on the longest side.

The above is subject to the following restrictions. Without limitation, images may not be used:

- as a trademark or service mark
- for any pornographic, unlawful purpose or use
- to defame any person
- to violate any person's right of privacy or publicity
- to infringe upon any copyright, trade name, trademark, or service mark of any person/entity
- for uses covering sensitive subjects including, without limitation, topics that may depict the subject matter of an Image in a negative or unfavorable light or subject persons to ridicule
- use in retail photo products – these include, without limitation, greeting cards, calendars, postcards, stationery, mouse pads, clothing etc
- for a purpose in respect of which a model or property release is required should such a release not be available. You shall check that the Image has the appropriate releases before using the Image for such a purpose.

2. "Non-transferable" means that the work you produce using an Image must be for your own use, or if purchased on behalf of your employer or client, your employer or client must be the end-user of your work. You may not sell, rent, loan, give, sublicense, or otherwise transfer to anyone the Image, or the right to use an Image, and nothing you produce shall grant or purport to grant to any third party a right to use or duplicate an Image. You agree to take all commercially reasonable steps to prevent third parties from duplicating or distributing the Image.

3. You shall indemnify and defend the photographer against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses, arising out of or related to (i) a breach of this Agreement, (ii) the use or modification of any Image or combination of any Image with any other material, (iii) your failure to abide by any restriction regarding the use of an Image, or (iv) any claim by a third party related to the use of an Image, alone or in combination with any other material. The photographer warrants ownership of the copyright for the Image.

4. This Agreement shall be governed by the laws of the United Kingdom.
PHOTO REPRINT EULA

THIS END USER LICENSE AGREEMENT (EULA) is made this____day of_____, 200__ , by and between Georgia Real Eats, LLC ("Licensor") doing business as garmentcows.com and _______ ("Customer").

Definitions

“Content” – Stock photography (“Images” or “photo reprint”) provided to Customer by Licensor in the form of a physical print.

“Content Metadata” – Information attached to Content, including camera information, locations, creation dates, captions and keywords.

“Customer” – The individual person or company who paid license fee for Content.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Licensor hereby agree as follows:

1. Services.

Licensee agrees to render Services to Customer as follows:

(a) Provide a single physical photo reprint of purchased Content.

(b) Grant of license to use Content as outlined in this Agreement for which license fee has been paid in full by Customer.

2. Reproduction.

Size are approximate. Due to differences in height and width proportions of the original image, photo reprints may not always fit an exact print dimension. 8 x 10, 11 x 14, 16 x 20, 20 x 24, 20 x 30.

Customer agrees that at least one dimension may differ by one or two inches.

Colors will not match exactly what Customer originally viewed on the Company’s web site. Due to differences in each Customer’s monitor color and size used in different printers, it is impossible to maintain color profiles between Customer’s computer monitors and service provider’s printers.

Prints are made on glossy paper unless otherwise indicated.

Prints will be made from a digital image and will be printed either digitally or as a standard photograph or using printing technologies.


Customer receives no digital access rights to Content.

4. Ownership Rights.

Licensor and/or original photographers shall retain all copyrights to Content provided Customer including copyrights to derivative works. Licensor has the rights to issue Licenses to Content for a fee to Customer. Customer does not acquire any ownership rights to the Content or the Content after modification into a derivative work.

5. Usage Rights.

a. Customer is granted ownership of the physical media purchased for commercial and non-commercial use. Customer may duplicate or redistribute the Content by any means (physically or digitally) within the licensing period.

b. Customer may not use the Content for any commercial, editorial, or other purpose for which stock photography is typically used.

c. Licensing Period: Customer may use the Content for the duration of One (1) Year from the date of delivery unless amended.

6. Returns.

There are no returns or exchanges on photo reprints or other media unless damaged prior to acceptance by customer or deemed by customer to be of unacceptable quality. Photo reprints are custom printed when ordered and are not a normally stocked product. Customer has 10 days to request a 100% refund, reprint or exchange.

7. Commissions.

For all of Licensor’s Services under this Agreement, Customer shall compensate Licensor in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any payment referenced in Exhibit A by the date set forth in Exhibit A, Licensor has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) withhold all materials, Services, and Content, (3) bring legal action, and (4) revoke all license rights associated with the Content.

8. Termination of Agreement.

If any part of this Agreement has been violated by Customer, Licensor at its sole discretion may terminate Customer’s license to access and use the Content. Customer must immediately destroy any copies of Content and forfeits any fees paid to Licensor.

9. Limited Warranty and Limitation on Damages.

Licensor warrants photo reprints to be free of damage. Physically damaged prints may be replaced if damage was caused before shipping. Prints physically damaged during shipping will be replaced at shipper’s expense. Damage caused by Customer such as bending, scratching, and finger prints is not covered and will be replaced at Customer’s expense. Damage caused by Customer will be replaced “as-is” plus a minimum shipping and handling fees.

There is no warranty on facing of photo reprints.

Customer agrees to indemnify and hold Licensor harmless with respect to any claims, loss, liability, or judgment suffered by Licensor which results from the use of any material provided by Licensor or execution of Service by Licensor or at the direction of Licensor, which has been used in

Customer initials __________ Licensee initials _________
End User License Agreement Form

violation of this Agreement. Content is provided as is without any warranty or suitability for any specific purpose. Content is fully responsible for use of Content and access to Content at Customer’s own risk. Licensee does not warrant that all Content Metadata will be completely accurate. Licensee does not make any representations for the rights to use any individual’s name, likeness, or image in any Content or Content Metadata.


10.1 Entire Agreement.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties relating to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

10.2 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue shall be in the Houston County, Georgia Superior Court.

10.3 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of Customer and Licensee and their respective successors and assigns, provided that Licensee may not assign any of Licensee’s obligations under this Agreement without Licensee’s prior written consent.

10.4 Waiver.

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive each party’s right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

10.5 Good Faith.

Each party represents and warrants to the other that each party has acted in good faith and agrees to continue to act, in the negotiation,occurrence, delivery, performance, and any termination of this Agreement.

10.6 Indemnification.

Customer agrees to indemnify and hold Licensee harmless from any and all claims brought by any third party relating to any aspect of the Services, creative or other content, including, but without limitation, any claims resulting from any demands, liabilities, losses, costs, and claims, including attorney’s fees.

10.7 Limitation of Damages.

Customer agrees that the only damages available under this Agreement shall be limited to the total amount of compensation paid to Licensee and that this shall be the sole remedy to Customer for damages under this Agreement.

30.8 Attorney's Fees.

In the event that any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney’s fees and costs, including expert witness fees.

The parties represent and warrant that, as of the date first written above, they are authorized to enter into this Agreement in its entirety, and duly bind their respective principals by their signatures below.

EXECUTED as of the date first written above.

Client: _______________________________________

By: _______________________________________

Title: _______________________________________

Date signed: ________________________________

Georgia Real Tours, LLC

By: _______________________________________

Title: _______________________________________

Date signed: ________________________________

Customer Initials: _________________________

Licensee Initials: _________________________
Ethically Acceptable Photo Manipulation
Policy for the Ethical Use of Photographs

Generally Allowed:

- Brightness/contrast control
- Burning & dodging to control tonal range
- Color correction
- Cropping a frame to fit the layout
- Retouching of dust & scratches

Reference: www.webster.edu/%7Ebarrettb/journal_ethics.htm, retrieved on Dec 1, 2009
Policy for the Ethical Use of Photographs

Never Allowed:

- Adding, moving, or removing objects within the frame
- Color change other than to restore what the subject looked like
- Cropping a frame in order to alter its meaning
- Flopping a photograph (left/right reversal)
- Printing a photograph in other than "true" orientation

Reference: www.webster.edu/%7Ebarrettb/journal_ethics.htm, retrieved on Dec 1, 2009
Policy for the Ethical Use of Photographs

Any images that are staged or fundamentally altered will be:

- Prominently labeled as Photo Illustrations
- Credited in following the format, "Photo Illustration by Lillian Bassman, photographer and Alexei Brodovitch, designer."
- Photo Illustrations will never be represented as news photographs
- Color-enhanced photographs (e.g., duotone printing of monotone images) must be prominently labeled as Photo Illustrations
Policy for the Ethical Use of Photographs

- Color enhancement should never alter the meaning of the picture
- Photo Illustrations should be used sparingly
- Archive photos should be clearly labeled and credited following the format, "Photo by W. Eugene Smith/Journal File Photo."
- Overlapping of photographs should be avoided in a layout unless absolutely necessary
- Never alter the meaning of a picture

Reference: www.webster.edu/%7Ebarrettb/journal_ethics.htm, retrieved on Dec 1, 2009
Ethically Acceptable Photo Manipulation

This image shows a double exposure of a gigantic moon or an eclipse shot with a telephoto lens and a foreground scene that was shot with a wide angle. It's fake and however, this picture is ethically accepted because it simply entertains people and as long the method is explained in the caption.

This photo manipulation is accepted because the original picture is accompanied with the manipulated one.
Fair Use
Fair Use

Under the Copyright Act, following four factors are considered to determine a specific action is to be a "fair use" or not:

- the purpose and character of the use: commercial nature or nonprofit educational purposes
- the nature of the copyrighted work
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole
- the effect of the use upon the potential market
- value of the copyrighted work.

Reference: http://www.bitlaw.com/copyright/fair_use.html#example retrieved on Dec 1, 2009
Five Basic Rules of Fair Use

When Is A Use a "Fair Use"?

There are five basic rules to keep in mind when deciding whether or not a particular use of an author's work is a fair use:

Rule 1: Are You Creating Something New or Just Copying?

The purpose and character of your intended use of the material involved is the single most important factor in determining whether a use is a fair use. The question to ask here is whether you are merely copying someone else's work verbatim or instead using it to help create something new.

Rule 2: Are Your Competing With the Source You're Copying From?

Without consent, you ordinarily cannot use another person's protected expression in a way that impairs (or even potentially impairs) the market for his or her work.

For example, say Nick, a golf pro, writes a book on how to play golf. He copies several brilliant paragraphs on putting from a book by Lee Trevino, one of the greatest putters in golf history. Because Nick intends his book to compete with and hopefully supplant Trevino's, this use is not a fair use.

Rule 3: Giving the Author Credit Doesn't Let You Off the Hook

Some people mistakenly believe that they can use any material as long as they properly give the author credit. Not true. Giving credit and fair use are completely separate concepts. Either you have the right to use another author's material under the fair use rule or you don't. The fact that you attribute the material to the other author doesn't change that.

Rule 4: The More You Take, the Less Fair Your Use Is Likely to Be

The more material you take, the less likely it is that your use will be a fair use. As a general rule, never quote more than a few successive paragraphs from a book or article, take more than one chart or diagram, include an illustration or other artwork in a book or newsletter without the artist's permission, or quote more than one or two lines from a poem.

Contrary to what many people believe, there is no absolute word limit on fair use. For example, copying 200 words from a work of 300 words wouldn't be fair use. However, copying 2000 words from a work of 500,000 words might be fair. It all depends on the circumstances.

To preserve the free flow of information, authors have more leeway in using material from factual works (scholarly, technical, and scientific works) than to works of fancy such as novels, poems, and plays.

Rule 5: The Quality of the Material Used Is as Important as the Quantity

The more important the material is to the original work, the less likely your use of it will be considered a fair use.

In one famous case, The Nation magazine obtained a copy of Gerald Ford's memoirs before their publication. In the magazine's article about the memoirs, only 300 words from Ford's 200,000-word manuscript were quoted verbatim. The Supreme Court ruled that this was not a fair use because the material quoted (dealing with the Nixon pardon) was the "heart of the book ... the most interesting and moving parts of the entire manuscript," and that pre-publication disclosure of this material would cut into value or sales of the book.

In determining whether your intended use of another author's protected work constitutes a fair use the golden rule: Take from someone else only what you wouldn't mind someone taking from you.

Fair Use

- Copy Right Agency
- Why Copy Right?

Revisiting Fair Use
August 14, 2008

I ran across a great example of fair use in education that I wanted to share because it teaches us a lot about one type of situation where you can use copyrighted photos, and illuminates the thought process/procedures for working out whether something is fair use and how to document it.

The Wikipedia entry on Anne Frank features the famous picture of her that we all know well.

When you are using photos from Wikipedia, it's always a good idea to go to the image page. You get there by clicking on the picture. It will let you know what licensing the picture has, and how to credit it. You should always look at this page before you copy a picture from Wikipedia. The one for Anne Frank's photo is interesting. Let's take a look:

1. Now we see that photo is copyrighted but unlicensed. This means it's not "registered" but that makes no difference about whether it is "protected".
2. They are using it under Fair Use because no free equivalent is available, it shows the subject, and it's being used for educational purposes.
3. Someone is telling the uploader (the person who put it up and wrote that rationale), that they did not put up enough information, and lists what is missing.

This illustrates what steps Wikipedia wants contributors to go through to document fair use, and is a good lesson in what you might want to do if you are making a fair use of copyrighted material on your Website at school. –ALICE MERCER

Reference:
Fair Use - Example

Reference: http://boundless.uoregon.edu/digcol/images/rights_eg.jpg retrieved on Dec 1, 2009