

## **Jimstalents – Terms & Conditions**

These Terms & Conditions ("Agreement") govern the agreement between Jimstalents (run by Jim & Jim Marketing AG, called 'the Agency') and the model or talent (called 'the Model').

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### **1. Representation & Non-Exclusivity**

- The Model is free to be represented by other agencies.
  - If a Model receives a booking request through the Farner Network but is represented exclusively by another agency, it is the Model's responsibility to obtain that agency's permission and inform Jimstalents before the booking is confirmed.
  - Jimstalents acts as an intermediary between talents, clients, and the wider Farner Network, facilitating bookings and campaign participation.
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### **2. Model Criteria & Registration Information**

To be represented by Jimstalents, the Model must meet the following requirements:

- Positive charisma, self-confidence, and body awareness.
  - Photogenic/telegenic qualities and enjoyment of photography/filming.
  - Possession of a personal email address and mobile phone number.
  - Ownership of a smartphone or digital camera with photo/video capability.
  - Legal age of majority (18+), or written consent from a legal guardian.
  - A valid Swiss passport, or residence in Switzerland with a valid B or C work permit (where applicable).
  - The Model confirms that all information provided in the registration form is accurate and complete.
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### **3. Data Use & Privacy**

- Personal data and image material provided by the Model will be stored and made available across the Farner Network, including our clients, for the purpose of reviewing and presenting talents.
  - Models grant the agency the right to use their images and videos for promotion, portfolios, and presentations to clients.
  - The internal Jimstalents database is secured and cannot be edited externally by talents. For updates to profiles and images, the Model may contact Jimstalents directly.
  - Jimstalents reserves the right to upload campaign output (e.g., images, videos) to the database after productions involving the Model within the Farner Network.
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### **4. Web, Cookies & Third-Party Services**

- Cookies & Local Storage: Our website uses cookies and local storage to improve user experience, navigation speed, and analytics (e.g., frequency of page visits, navigation paths).
  - Instagram: Our website integrates features of Instagram (Instagram Inc., 1601 Willow Road, Menlo Park, CA, USA). If the Model is a registered Instagram user, interactions with our content may be linked to their Instagram account. For details, see Instagram's Privacy Policy: <http://instagram.com/about/legal/privacy/>.
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### **5. Newsletter & Marketing Communication**

- By agreeing to these Terms, the Model consents to the collection, storage, and processing of personal data for Jimstalents' own marketing purposes.
  - Occasional information emails (e.g., newsletters) may be sent, subject to legal requirements (e.g., double opt-in, unsubscribe options).
  - The Model may unsubscribe at any time to stop receiving marketing communications.
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## **6. Right of Withdrawal**

The Model may at any time object to the use, processing, storage, or transfer of their personal data for marketing purposes, with effect for the future. Requests can be made via email: [info@jimjim.ch](mailto:info@jimjim.ch).

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## **7. Data Protection Rights**

- The Model has the right to request free information regarding the storage and use of their data by Jimstalents.
  - The Model may request correction, restriction, or deletion of personal data at any time by contacting: [info@jimjim.ch](mailto:info@jimjim.ch).
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## **8. Liability**

- The Agency acts as an intermediary and is not responsible for damages, injuries, or delays occurring during assignments, unless caused by gross negligence.
  - The Model is responsible for their own insurance coverage (e.g., accident or liability insurance).
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## **9. Governing Law & Jurisdiction**

This Agreement is subject to Swiss law. Jurisdiction shall be the courts of Zurich, Switzerland.