

# Terms and Conditions of use

Terms and Conditions of Use for Graphical Material of Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG ("FWTM"), Neuer Messplatz 3, 79108 Freiburg, Germany

## 1) General remarks

Any images delivered by FWTM and posted on the portal at [www.freiburg.de/pressedownload](http://www.freiburg.de/pressedownload) are subject to copyrights and may be used only pursuant to these Terms and Conditions. Upon accepting these Terms and Conditions, the User and FWTM conclude a legally binding contract. "Use" in the context of this document means downloading as well as any type of duplicating, processing, distribution and publication, regardless of the technical means used for this.

Usage and processing rights will be granted exclusively based on these Terms and Conditions. We hereby reject any deviating terms and conditions of the User.

By registering for press download purposes and/or by submitting this document, the User implicitly agrees to these Terms and Conditions.

Illegal use may be subject to prosecution in terms of civil and criminal law. Should the User violate these Terms and Conditions, FWTM may request them to correct, at their own expense, all the products showing graphical material and/or to refrain from distributing them.

Being the operator, FWTM has the right to unilaterally amend these Terms and Conditions at any time.

## 2) Usage terms

The User is provided with graphical material on a non-paid basis for editorial reports on the city of Freiburg, for advertising events in Freiburg and for promoting tourism in Freiburg.

Temporary usage and processing rights may be granted for the following purposes:

- a. presentation of Freiburg as a travel destination or travel advertising activities;
- b. advertising conferences or events taking place in Freiburg;
- c. press reports on Freiburg.

We expressly point out that provided graphical material may only be used for contractual purposes on media specified in the contracts and that the material must be deleted thereafter. Transfer of graphics to third parties is generally prohibited.

Upon accepting these Terms and Conditions, the User undertakes to inform FWTM about their use of the graphical material within 60 days and to submit a specimen copy and/or a link to the website in question.

Generally, no usage right will be granted for the following purposes:

- a. usage by banks, insurance companies, industrial or trade companies – unless the graphics are used to promote a conference or event taking place in Freiburg;
- b. printed material such as travel guides, illustrated books, calendars, postcards, posters or similar;
- c. merchandise articles, e.g. photo magnets, cups and similar.

Should the data you provided differ from the actual usage purpose, the usage right we granted shall cease to exist.

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### 3) Copyright

All graphics available for press download are subject to global copyright protection. FWTM and/or the photographer indicated in the file name are the owners of the copyrights concerning the photos. FWTM owns all usage and processing rights required for transfer for the above usage purposes.

Based on these Terms and Conditions, FWTM grants you a simple and non-transferrable usage and processing right limited as to the time and space. In this regard, requests must relate to usage by the User themselves or by their direct customers or clients who are the final users of the graphics. The User must not sell, rent, lend, sub-license or otherwise transfer a usage and processing right with which they are provided.

All publications must show the below graphics source remark:

© FWTM/name of the photographer (indicated next to the graphic)

### 4) Fee

Usage and processing rights for graphic files available for press download are provided free of charge.

### 5) Prohibition of using graphic materials for sensitive topics

Usage of graphic materials is expressly forbidden:

- a. for defamation of, discrimination against or slander of products, natural or legal persons who did not consent to such use;
- b. in connection with possibly sensitive topics, e.g. sex, abuse, domestic violence, physical or mental disabilities, diseases, drug abuse, alcohol and similar;
- c. for pornographic purposes;
- d. for extremist political parties/associations and opinions;
- e. in connection with negative presentations of Freiburg.

### 6) Revocation

FWTM reserves the right to revoke a permission to use graphical material for important reasons in individual cases. Important reasons particularly include violations of these Terms and Conditions and of other legal regulations.

In this case, the User undertakes to no longer use such graphical material and to completely delete any files they have saved. When using the graphics for online media, they must be replaced and deleted. Products which have already been fully manufactured (e.g. printing products) may still be distributed, provided they were manufactured pursuant to these Terms and Conditions and they are not contrary to third-party rights and/or that there are no court orders forbidding their distribution.

### 7) Liability and indemnification from third-party claims

FWTM is liable only for damage related to graphical material usage which the Company's employees caused culpably or in a grossly negligent manner. Otherwise, we accept no liability for the graphics being fit for certain purposes. Also, FWTM must be indemnified from any third-party claims caused by illegally using the graphics.

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## 8) Data processing/protection

- a. Personal client data is collected via the website at [www.freiburg.de/pressedownload](http://www.freiburg.de/pressedownload) and the City of Freiburg content management system. For more information on data protection, please click [here](#).
- b. Data provided by the User will be forwarded by email for processing to FWTM and stored on the its servers. In this regard, this data is only collected, processed, stored or used for processing any graphic-related requests.
- c. The data will not be forwarded for advertising purposes, unless you granted a written or electronic consent to this.

## 9) Other

Should any of the above provisions of these Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

## 10) Person to contact

If you have any questions regarding the use of press downloads or these Terms and Conditions, please feel free to contact FWTM:

Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG

Person to contact: Hanna Joos

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