

## **Conditions of Use: München Tourismus video and photo service**

The following Conditions of Use are based on binding agreements with photographers and film producers and are legally binding for all processes involving the provision of photographic or video material. The purpose of the München Tourismus video and photo service is to support the advertising activities of third parties aimed at promoting München Tourismus through the provision of photographic and video material. München Tourismus grants the user non-exclusive right of use for royalty-free use of the photographic and video material provided, in as far as it is used for the purposes of tourism-related advertising and public relations work. München Tourismus reserves the right to grant rights of use to other users.

### **Royalty-free use includes the following scenarios:**

1. The designing of content related to tourism in Munich as well as other promotional publications produced by German and international tour operators, travel agencies, airlines, rail and bus companies, shipping lines, hotels, trade fair, conference and convention organisations, incoming agencies and similar companies (e.g. travel consultants in industrial companies).
2. The composing of pieces about Munich to appear in national and international media (the publication should be of an informative, tourism-related and – in the broadest sense – promotional nature).
3. In advertising material supporting conventions, conferences, trade fairs and exhibitions in Munich. This also includes advertising about visiting cultural institutions and the events they organise in Munich (e.g. art exhibitions, concerts, theatre and sporting events) as well as the traditional seasonal activities throughout the year in Munich (Fasching (Carnival), Starkbierzeit (strong beer season), Festsommer (Festival Summer), Oktoberfest, Dulten (traditional markets) and the Christkindlmarkt Christmas Market)
4. Use on social networks online (e.g. Facebook, Twitter, Instagram, etc.), exclusively as part of tourism-related advertising.

### **The following usage situations are not considered royalty-free use:**

1. Usage types where the video material forms the main basis for making a profit, e.g. through sale of the video material as a DVD or as footage.
2. Use by commercial enterprises from outside the tourism sector as a creative backing for the presentation of their goods or services, where the video material is exclusively intended as advertising to promote their interests with regard to marketing and image (e.g. as a background theme in a window display for a specific product or to communicate the company image).
3. Use in a political context, e.g. for the purposes of advertising a political party as part of an election campaign

### **General exclusion of use:**

As a general rule, the use of München Tourismus video material is prohibited if such use would be illegal, immoral or discriminatory.

### **Prohibition on transfer to third parties**

The video material may only be transferred to third parties for the purposes of reproduction. In the event of any infringement, the user shall be obliged to immediately provide München Tourismus and/or the creator of the video material with detailed information about the nature and extent of the unauthorised use. Furthermore, all unauthorised copies must be immediately handed over to München Tourismus free of charge.

**Objective restriction of use**

The rights of use granted upon provision of the video material shall only be valid for single use within the scope agreed (see details above). Reuse and other extensions of the right of use originally granted shall only be allowed with the prior written permission of München Tourismus.

**Extent of rights of use**

The royalty-free usage right applies exclusively with reference to the cinematic copyright. This applies in particular to film excerpts that are subject to additional copyright because of their content (e.g. works in the fields of visual or performing arts). It is the user's responsibility to obtain further copyrights and procure publication authorization in the case of collections, etc.

**Liability for the video material provided**

The City of Munich shall not be liable for any claims for damages that may arise from the use of the video material provided. The user shall be solely liable in all such cases, including for claims pertaining the rights of a person to their own image. München Tourismus shall also not be liable for claims arising from the infringement of trademarks.

**Compliance with the German Press Code (Pressecodex)**

The user shall be obliged to comply with the publishing principles of the German Press Council (Press Code/Pressecodex). The user shall be responsible for the use of the material provided. München Tourismus shall accept no liability for any infringement of the general right to protection of personality or of copyright through any use of the material that is immoral, abusive, or contrary to the intended use. The same shall apply to any derogatory presentation of the persons pictured in the video material provided. In the event that these rights are violated, the user shall be solely liable for any damages claimed by third parties.

**Other agreements**

Unless specifically stated otherwise above, all use of the material must comply with the provisions of German copyright law. German law shall apply in the case of delivery of the materials from outside Germany. In all cases, the place of jurisdiction and the place of performance shall be Munich. Should one of the provisions of these Conditions of Use be invalid, it shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by a provision that would have been arranged between the Parties based on the sense and purpose of the Agreement had they been aware of the invalidity of the provisions in question.

Munich, November 2017