

**GENERAL TERMS AND CONDITIONS OF THÜRINGER TOURISMUS GMBH (TTG)
FOR THE PROVISION AND USE OF PHOTO AND FILM MATERIAL**

The image archive of Thüringer Tourismus GmbH (TTG) contains image and film material from Thuringia in various different genres. It primarily serves the commercial purposes of TTG.

In the scope of the available options the photographs and recordings in the image archive may also be made available to third parties. Provision and use are undertaken in accordance with the following General Terms and Conditions of TTG.

To a limited extent, the images can be downloaded directly from the website. Contradictory terms of the user are hereby also refuted for future transactions. Deviations require written form for their validity in each individual transaction.

TTG has the right to amend the Terms of Use for images unilaterally at any time.

1. Conclusion of contract

1.1 The presentation of the images in the image archive of TTG does not constitute a binding offer. Offers are subject to confirmation and non-binding.

1.2 The order submitted by a user on the internet, in written form, via telephone or verbally and received by TTG constitutes a binding offer.

1.3 The order is only binding upon TTG where it has confirmed the order in writing or complied by sending the goods. To this extent the user waives notice of acceptance.

1.4 If the image data is downloaded from the image database by the user, in whatever resolution, this shall be deemed to be acceptance of the Terms of Use.

2. Terms of Use

2.1 The images made available in the TTG image archive may be downloaded free of charge where the Terms of Use are observed.

2.2 The user shall state his name, postal address and e-mail address on registering. The user shall only be granted access to the image archive after registration.

2.3 Registration and activation for downloading occurs automatically. Subsequent use is only permissible and free of charge when all information submitted on registration is correct and complete, the purpose of use stated prior to downloading of the images corresponds to the actual use by the user and the purpose of use is permissible in accordance with the following paragraphs of this contractual article. In the event of the information of the user not corresponding to the actual type of use, or where the actual use does not correspond to

the details of the user, usage consent shall be deemed to have not been granted.

2.4 The image and film material made available may only be used for purposes of tourism advertising, that is for the depiction of travel destinations, sights and tourism offers of the Free State of Thuringia.

2.5 All commercial use or use of the image and film material provided that does not serve the purpose of tourism advertising is not permitted or requires a separate agreement with the copyright holder.

2.6 The alteration of the image statement via image montages and alienation of all kinds is not permitted without the authorisation of TTG. The same also applies for the editing of film material.

2.7 The data for access authorisation is to be treated with confidentiality by the user and not forwarded to third parties. In the event of the access data being misused through the culpability of the user, the user shall be liable for any loss incurred.

2.8 Prior to downloading an image or an image shopping basket TTG must be notified of the type, scope and distribution of the intended use of each image.

2.9 In accordance with the truthful statement of use TTG shall grant the user, according to the stipulations of the photographer (copyright holder) or image owner, a non-recurring, non-fee-incurring, single, non-transferable right of use, limited with regard to content and period of time for print and multimedia use. In the case of multimedia use, for example internet sites, video broadcasts, multimedia presentations, CD-ROMs etc. the image may only be incorporated in a manner that does not allow it to be downloaded or copied, however.

3. Copyright

3.1 The image motifs provided remain the property of TTG and the tourist organisations and photographers who provide images for the image database at all times.

3.2 All images of the database are protected by copyright worldwide. TTG and its licensors own the necessary rights to the images.

3.3 The forwarding, in particular in online systems, sale, leasing and sub licensing of the image material to third parties is not permitted. An exception to this is the forwarding of images to which the user has acquired a right of use, for purposes of distribution (e.g. news agency, advertising agency, printer, graphic designer, website designer or similar).

3.4 Under copyright law the user is obliged to add a copyright notice to an image prior to

publication. The copyright notice for publications is as follows: "Image owner/name of photographer (where available)" - see also IPTC information in the image file. Each image must be clearly labelled. This may be located in the direct vicinity of the image or in a separate legal notice, with statement of the respective page number. Should this not occur, we reserve the right to enforce a contractual penalty as per paragraph 8.7, unless the user can prove that no or minimal loss has been incurred. It is not permitted to give multiple motifs one collective source in a reproduction. The following notification is to be made with the use of film material: Thüringer Tourismus GmbH | www.thueringen-entdecken.de.

4. Duration of use | Deletion

4.1 All images and data downloaded must be deleted again 120 days following downloading of the image data from the image database. The electronic saving of image files for own archiving purposes is not permitted. The creation of copies of the image provided free of charge for own archive purposes is prohibited. This also applies for the companies assigned by the user with publication or reproduction. If the respective data is required for a longer period of time, then the digital archiving of this data beyond the deadline requires the written authorisation of TTG. The unauthorised saving or archiving constitutes an infringement of rights of use and may result in civil liability and criminal prosecution.

5. User fee

5.1 A fee is not charged for the use of the image and film material pursuant to paragraph 2.4. However, the user shall provide TTG with two voucher copies of the publication with the images used, free of charge and without being requested to do so. In the case of the use of film material TTG shall be sent a recording of the broadcast.

5.2 For all use beyond this as per paragraph 2.4 the right to levy a user fee is reserved.

6. Prohibition of use of the images in association with sensitive topics

It is expressly not permitted to use our images for the following purposes or in the following circumstances:

- a. For the indirect or direct promotion of or association with products, natural or legal persons that have not expressly agreed to such a use.
- b. To defame or disparage products, natural or legal persons.
- c. In association with a possibly sensitive topic such as, but not limited to, sex, contraception, abuse, domestic

violence, illness, cancer, AIDS, drug abuse, alcohol, cigarettes and similar

d. For pornographic purposes.

e. In association with a negative portrayal of the state of Thuringia.

7. Indemnification from third-party claims

TTG is to be indemnified from all claims of third parties arising from the use of an image that does not correspond to the uses expressly permitted in this agreement.

8. Liability | Compensation

8.1 The liability of TTG is limited to intent and gross negligence. TTG assumes no liability for the usability / marketability / market suitability of the images for a specific purpose.

8.2 Liability for damage or loss of data (e.g. electronic image files) on data carriers belonging to the user or TTG and electronic data transfer channels and networks shall only be assumed for costs incurred with regard to the reasonable expense of recreating the data from suitable data back-up sources.

8.3 Unless otherwise stated below, further claims are excluded. TTG shall therefore not be liable for loss that has not been incurred to the images provided themselves, in particular, no liability is assumed for loss of earnings or for other financial loss.

8.4 The aforementioned limitations of liability shall not apply where the cause of loss is the intent or gross negligence of TTG or its representatives or agents, or where TTG has culpably breached a key contractual obligation. The obligation to compensate other loss incurred as a result of negligence is limited to the compensation of typical and foreseeable loss. The obligation to compensate physical injury culpably caused by TTG is not limited in amount.

8.5 TTG assures that rights of third parties (personal rights, copyright, motif rights, trademark rights) are observed with the use of the image material in the scope of the aforementioned terms of use.

To the extent that this is not assured, the motifs concerned are labelled correspondingly.

8.6 The user is liable for the contractually-appropriate use of the image material as well as all claims arising from the use.

8.7 In the event of failure to observe the contractual conditions fixed contractual penalties shall be levied to the following amount:

- in the case of absence of or missing proof of origin € 50

- in the case of misuse of the image material € 500

9. Obligations of the user

The user is liable, including when acting on behalf of third parties, for the following in particular: **9.1.** possible user fees in full, **9.2.** possible infringement of the personal rights of the persons depicted through use of the image not authorised by TTG, **9.3.** unauthorised reproduction and/or forwarding of the image material to third parties pursuant to paragraph 8.7.

10. Data processing and data protection

10.1. TTG saves personal information about the customer generated in the scope of contractual fulfilment on an image database server via automated data processing.

10.2. TTG shall only collect, process, save or use for research and market research purposes customer data generated in the course of ordering in relation to the Thuringian image archive within the scope of the image archive itself.

10.3. The forwarding of the data to third parties for advertising purposes does not occur, to the extent that the customer has not given prior written or electronic agreement for this.

11. Miscellaneous

Should a term of this agreement prove invalid, this shall not affect the validity of the remainder of the terms. The invalid term shall be replaced by another that is effective and the content of which approaches the content and purpose of the invalid term as closely as possible, where legally permissible.

TTG operates this web-based image database in Germany. The Terms of Use and all legal procedures are based upon German law.

Should legal proceedings be conducted against TTG, the choice of jurisdiction shall be that of TTG.

12. Contact

If you are unsure of your rights within the scope of this agreement or if you wish to use an image in a manner that is not permitted within this agreement, please contact:

Thüringer Tourismus GmbH,

Content Management

Willy-Brandt-Platz 1

99084 Erfurt

Germany

Telephone: +49 (0)361-37 42-224/

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