

## **Terms of Use for Images by the Town of Dachau**

These terms of use are legally binding for any transfer of use of images or video footage.

The purpose of any such transfer of use is to support the advertising activities of third parties promoting tourism in Dachau by providing images, video tapes, photo CDs, and films.

The Town of Dachau grants the user a simple right of use in the images provided, free of charge\*, provided that such use is for the purposes of tourism advertising and public relations. It reserves the right to grant rights of use to other users.

### **Uses free of charge include, but are not limited to:**

1. The graphic design of Dachau tourism information and other promotional publications by domestic and foreign tour operators, travel agencies, airlines, rail and coach operators, shipping companies, hotels, organisers of trade fairs, conferences, and meetings, destination management companies, and similar businesses (including e.g. travel consultants in industrial companies).
2. The graphic design of journalistic articles about Dachau in domestic and foreign newspapers, periodicals, magazines, and brochures, as well as travel guides (principle: the text accompanying the images shall provide tourist information and be of a promotional nature, broadly construed).
3. Promotional support of meetings, conferences, trade fairs, and exhibitions in and about Dachau. This shall include promoting visits to cultural institutions in Dachau and events hosted by them (e.g., art exhibitions, theatre productions, concerts, and sporting events) as well as traditional seasonal events (carnival, musical summer, fair, markets, and Christmas market).
4. Images supplementing tourist information about the Town of Dachau on the internet by providers from the tourism sector (tourist information offices, associations, hotels, tour operators, travel agencies, rail and coach operators, etc.).

### **\* Uses free of charge shall not include:**

1. Any use where the image primarily serves as the basis for making an economic profit. This applies, in particular, to postcards, calendars, illustrated books, posters (except posters promoting tourism), and similar objects.
2. Graphic design support for presentations of goods or the provision of services by commercial enterprises outside the tourism sector, where these wish to use the images solely in support of promoting their sales or their own image (e.g., as a backdrop in a shop window display for clothing, or for presentational purposes in property sales brochures).

## **Prohibition of reproductions, digital storage and transfer**

Making reproductions of the images provided free of charge for the user's own archiving purposes or the electronic and/or digital storage of image data for the user's own archiving purposes (e.g. image databases) is prohibited. Any digitised versions of the images provided must be deleted after use.

Images may only be transferred to third parties for printing purposes. The transfer via data carriers (e.g., disks, CDs and the like) shall also only be permissible for printing purposes. In the event of non-compliance, the user shall be required to inform the Town of Dachau in detail of the type and scope of the unauthorised use without undue delay. In addition, any unauthorised reproductions must be handed over to the Town of Dachau free of charge.

## **Prohibition of alteration and falsification**

The distortion or falsification of the copyright work by redrawing, re-photographing, photocomposing, and any other photomechanical or digital alterations are not permitted. Any exemptions shall require approval of the Town of Dachau.

## **Limitations of use**

The rights of use granted by providing the images shall only apply for one-time use within the scope agreed (see above).

Any re-use or other extensions of the right of use originally granted shall only be permitted with the prior written approval of the Town of Dachau.

For photographs depicting Dachau Palace, the prior written approval of the Bavarian Administration of State-owned Palaces, Gardens and Lakes shall also be required: Photography Department, Nymphenburg Palace, 80638 Munich, Tel. 089-17908-162.

## **Scope of rights of use**

The use granted free of charge shall only include the right of use in the photographic copyright. This applies, but is not limited, to motifs whose content may be subject to further copyright (e.g., works of visual or performing art). The user shall be responsible for any compensation for further copyright and for obtaining any publication authorisations from collections, etc.

## **Property rights and return periods**

The images provided shall remain the property of the Town of Dachau. In any case, they are provided only on loan, subject to a reasonable return period being agreed (see notes overleaf). At the end of such period, all images or videos provided must be returned in full. Any other arrangements (e.g., in favour of a partnership of use with tourist associations, the German National Tourist Board, etc.) must be made in writing.

## **Liability for the images provided**

The Town of Dachau shall not be liable for any claims for damages that may arise from the use of the images and/or videos provided. The user shall in any case bear full responsibility, including that for any privacy rights in a person's own image. Furthermore, the Town of Dachau shall not be liable for any claims arising from trade mark infringement.

## **Attribution of authorship**

In using the images, the notice '*Stadt Dachau*' [Town of Dachau] must be included. Prior to any publication, a complete specimen copy must be sent to the Town of Dachau (Culture Department) without undue delay and without prompting.

## **Compliance with the Press Code**

Users shall be required to observe the journalistic standards of the German Press Council (Press Code). They shall be responsible for any accompanying text. The Town of Dachau shall not be liable for any infringement of the general right to privacy or of copyright arising from any use of images or text that is contrary to agreement, immoral, or distorted. The same shall apply to any derogatory portrayal of any persons depicted in the images provided. In case of infringement of such rights, only the user shall be liable for damages vis-à-vis any third parties.

## **Further provisions**

Unless specifically stated otherwise above, any use shall be subject to the provisions of German copyright law. German law shall apply to supplies from abroad. In any case, the place of jurisdiction and fulfilment shall be Dachau and/or

Should any provision of these terms of use be void, this shall not affect the validity of the remaining provisions. Any invalid provisions shall be replaced by such provision as the parties would have intended given the intent and purpose of the agreement if they had been aware of such invalidity.