

Terms and Conditions for Use of Pictures from the State Tourist Board Baden-Württemberg (TMBW) Picture Database

When you click the "Accept" button you are entering into a legally binding contract with the State Tourist Board Baden-Württemberg (TMBW) for the use of pictures from the picture database on this website. The pictures can be downloaded directly from this website.

By clicking the "Accept" button you are agreeing to abide by the terms and conditions of this contract. If you do not agree, click on the "Cancel" button to reject the contract. Please bear in mind that you will not then be able to access the database.

1.) General

All offers, deliveries, electronic transmissions and user rights are subject to the following terms and conditions. Any conflicting terms and conditions of business of the user are hereby rejected.

2.) Intended use

By accepting the terms and conditions you agree to inform the TMBW about the use of the pictures within 90 days. This will be done by sending a copy or a reference link to a website. This license can only be granted for if the pictures are to be used for advertising purposes in connection with the promotion of travel to and within Baden-Württemberg/ SouthWest Germany. The photographs may not be used by picture or book publishers unless by special agreement. The user license will lapse if the actual use of the photograph is inconsistent with the details and information you have supplied.

A license may be granted for the following forms of use:

A. Print

If you are granted picture rights for print use, you may use the picture for printing purposes, such as articles, travel catalogues, brochures, reports and for educational purposes. In all cases, we would ask you to supply a specimen copy which indicates the TMBW/Photographer or TMBW/Owner (for example: photo (supplied by) State Tourist Board Baden-Württemberg/Mayer). The print license includes multimedia user rights as laid down in Paragraph B below.

B. Multimedia

If a picture is licensed for multimedia use (72 dpi image file), you are only allowed to use the picture in non-print applications, e.g. internet pages, video transmissions, multimedia presentations and CD-ROMs. The pictures must not be edited in any form. The TMBW/Photographer or TMBW/Owner notice must always be included. Please advise us of the website address.

C. Layout

You are only entitled to incorporate the layout picture data file in a comprehensive layout for presentations intended for acceptance/approval or for planning purposes.

3.) Copyright

All pictures are copyrighted. The TMBW and its licensors hold the necessary rights for the pictures. You will only receive the rights which are necessary for you to use the pictures as approved.

The TMBW will grant you a simple, non-transferable user right. Non-transferable in this sense means that the picture must be intended for your own use or for use by your immediate employer, client or customer, who is the end-user of the

picture. You are not allowed to sell, rent, loan, sub-license or transfer the picture, or the right to use the picture, in any other form to any other person.

4.) Period of use and deletion

The data is made available for a limited period of time. All data must be deleted 12 months after the digital transfer. If the data in question is required for longer than 12 months, it may be digitally archived beyond the specified period, provided that the written consent of the TMBW is obtained. At the end of the archiving period as specified in this agreement or any other written agreement, and after the data has been used, the said data must be destroyed or returned to the TMBW.

5.) Fee

The picture data is provided free of charge. Exceptions see 2.) Intended use.

6.) Ban on the use of pictures in connection with sensitive matters

It is expressly forbidden to use our pictures for the following purposes or in the following contexts:

- a) To directly or indirectly promote products and natural or legal persons who or which have not expressly agreed to such use, or to establish a conceptual link with such products or persons.
- b) To defame or disparage products or natural or legal persons.
- c) In conjunction with matters which could be considered sensitive, including, but not limited to, sex, contraception, abuse, violence in families, physical or intellectual disabilities, illnesses, cancer, aids, drug abuse, alcohol and cigarettes, etc.
- d) For pornographic purposes.
- e) In a context that projects a negative image of Baden-Württemberg/ SouthWest Germany.

7.) Indemnification against third party claims

The TMBW is to be indemnified against all third party claims arising from or in connection with the use of a picture if such use is inconsistent with the applications expressly permitted by this agreement.

8.) Liability

Our liability is limited to willful intent and gross negligence. The TMBW assumes no liability whatsoever for the usability / suitability / marketability of the pictures for a specific purpose.

9.) Editing

Downloaded or purchased pictures may only be edited or modified way with the written consent of the TMBW and after consultation with the TMBW.

10.) Social Network

Please note that you are not allowed to use or display any images from this online database on any Social Network like Facebook, Pinterest, Twitter etc.

11.) Miscellaneous

If any provision of this agreement is invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision which comes closest to the substance and purpose of the invalid provision, to the extent permitted by law.

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12.) Contact person

If you are uncertain about your rights within the scope of this agreement, or if you wish to use a picture in a way which is not permitted within the scope of the agreement, please contact:

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