

Terms of Use for Images, Photos and Video Provided by visitBerlin

By downloading or copying of the photos, images and/or videos, the user warrants that he or she has read the following terms of use and agrees to the same.

The photos, images and videos are provided for use in press/editorial coverage of Berlin as a tourist, meeting and convention destination. This includes the integration of images and photos in press releases, visitBerlin press articles, visitBerlin advertising in domestic and foreign newspapers and periodicals, inclusion in flyers and advertising posters, visitBerlin brochures, and online. In essence, the text accompanying the photo(s) and/or images should be informative about Berlin as a destination.

The photos, images and videos may also be used to market Berlin as a destination for conferences, meetings, events, and exhibitions. This licence extends to all appropriate media and means of transmission (online and print media, television, social media etc.) as well as any similar media that may arise in future.

The photos, images and/or videos **may** be distributed to **third parties** provided that they will use the same to market Berlin as a tourist, meeting and convention destination.

Excluded from use under this licence provided free of charge is any use of the photos, images and/or videos for the purpose of making a profit, for example, from charging licence fees to third parties for the use of the same. The use of the photos, images and/or videos does not entitle the user to claim ownership and/or authorship of the same. No such rights have been granted. These rights are held exclusively by their copyright holder and/or author(s).

Users are also not entitled to copy the photos, images and video licensed from *visitBerlin* for their own archiving purposes. Making and digitally storing a copy of the photo/image file is permitted for one time only for use within the purpose stated herein. Once the file has been used, it must be deleted from its storage location.

The photos, images and videos provided here are **protected by copyright**. Users are therefore not permitted to alienate or distort the photos, images and/or videos by copying, rephotographing, photocomposing or any other modifications by photomechanical or digital means. Exceptions, such as marginal changes to the colour and/or size, require the written consent of visitBerlin. If a user plans to apply for an exception or if there are any doubts concerning the nature and scope of how the photos, images and/or videos are to be used, the user shall send a draft layout to picture@visitberlin.de at least 10 days prior to its use and/or publication. visitBerlin will review the intended use and, if necessary, issue a written permission allowing such use. A failure by visitBerlin to respond does not constitute consent. visitBerlin may refuse permission for such use for any reason. The reason does not have to be disclosed.

Users are required to create a photo/image/video **credit** for each use of any and all photos, images and/or videos which clearly refers to the licence holder and any copyright or other intellectual property rights holder to the same.

For example, in addition to listing *visitBerlin* as the licence holder, the photographer must also be listed with first and last name: e.g. Title © visitBerlin, Photo: Philip Koschel. For photos of works of art and other intellectual property, the owner, title and creator of the work must also be indicated: "Berlin East Side Gallery: Kanie Alavi 'Es geschah im November' © visitBerlin, Photo: Marc

Darchinger." Photos and images subject to the Creative Commons licence must be labelled, for example, as follows: TV Tower © Firstname Lastname (CC BY-SA 3.0).

There must be no doubt as to the licence and copyright holder and any licensor. Exact details on how the image and/or photo are to be cited can be found in the specific information attached to the same. We also ask that the website www.visitBerlin.de also be specified in the caption to any photo or image or video used.

For photos/images which are to be published in social media, the credit is to be integrated into the photo or image itself to ensure that it remains visible if the photo/image is shared. In designing an integrated photo/image credit, the design must ensure that credit is still easily legible and, at the same time, does not cover the motif.

Breaches against these terms of use shall entitle the licence holder to assert its rights for a punitive injunction or claim for damages. *visitBerlin* is not liable for any damages claimed by other rights holders (authors) such as may arise from third-party use of works for purposes other than those permitted herein or for third-party violation of these terms. Should such third-party claims be asserted against *visitBerlin*, the user hereby expressly indemnifies *visitBerlin* therefrom. This **indemnification** also includes any attorney costs incurred by *visitBerlin* in responding to the same.

Users are also required to follow the journalistic principles of Deutscher Presserat known as the (**Pressecodex**) when publishing photos, images, and/or videos. Users are responsible for any text that they may add to the same. *visitBerlin* assumes no liability for any violation of general privacy rights or copyright infringements caused by unauthorised, immoral and unintended use of image and text by users or other third parties. The same applies for any derogatory portrayal of individuals depicted on the photos and/or images provided. Should such claims be asserted by rights holders against *visitBerlin* as a result of such actions, the user hereby expressly indemnifies *visitBerlin* therefrom. This indemnification also includes any attorney costs incurred by *visitBerlin* in responding to the same.

Video material is mostly sent via *visitBerlin's* own storage devices (hard disk, Betacam SP, digital) and delivered to the user by mail. Should the user require dispatch by courier, the user will incur shipping fees, which are payable upon *visitBerlin's* request in advance.

The video material is provided only for a limited time as specified in the delivery note. After the shas expired, futher use of the material is prohibited and must be sent to Werbung & Produktion, Foto- und Filmservice, Am Karlsbad 11, 10785 Berlin at own expense. The name of the sender must be indicated on the parcel.

Should the user exceed the service life, he or she will be in default and a reminder is not required. In the event of default, *visitBerlin* is entitled to charge €2.50 per calendar day that the user remains in default. Should a reminder to the user be necessary, the fee will increase by €5.00 per reminder.

In case of loss or damage to the material, *visitBerlin* will claim compensation for replacement/administrative burdens of €120. The user is at liberty to demonstrate that the damage in question did not occur or did not amount to such an amount.

The law of the Federal Republic of Germany shall apply. The place of implementation and jurisdiction to any disputes is Berlin.

Publisher:

Berlin Tourismus & Kongress GmbH (*visitBerlin*), Am Karlsbad 11, 10785 Berlin

Last updated: September 2016