

Content Data Base of the Vienna Tourism Association

TERMS OF USE

VIENNA TOURISM ASSOCIATION
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1 General

The Vienna Tourism Association (*Wiener Tourismusverband*, from hereinafter *WTV*) is an association with legal personality, which was founded by the law regarding tourism promotion in Vienna (Vienna Tourism Promotion Act). Its task is to promote tourism in Vienna as well as to safeguard the interests of the province of Vienna in the area of tourism.

All agreements with the WTV in connection with the content data base shall be subordinate to this purpose of the association. Activities and the use of materials entrusted to WTV, i.e. in particular photos, pictures, videos respectively footage material – in particular through the content data base - must be compatible with the purpose.

The WTV has a content data base with numerous material which serves the advertisement of tourism in Vienna as well as image advertising for the city of Vienna. The WTV manages its data base not just for its own advertising productions, but rather also makes this material available to other interested parties under the agreed upon terms - so long as they are not in contradiction to the task of the tourism association respectively so long as they are compatible with the abovementioned purposes.

The currently existing material of the WTV is saved on the internet under foto.wien.info and can be viewed, chosen and, depending on the suitability of the user, downloaded from there.

Upon registration under foto.wien.info, the user declares that they agree with the terms of use of the WTV.

2 Requirements for the acquisition of material

The requirement for the acquisition and use of material is the association promotion of tourism in Vienna and the advertisement of the tourism destination Vienna (see Point 3). Apart from that, the user must belong to one of the following branches:

- Print- and Online-Media for reports on Vienna (newspapers, magazines, but not books)
- Television and Radio in the course of reports on Vienna
- Travel agencies and Tour Operators
- Austrian hotel and gastronomy companies
- Tour guides
- Transport Carriers (Train, Bus, Shipping, Airlines, etc.)
- Austrian and EU-authorities
- Congress-, Meeting- and Incentive operators

3 Permission to use a Copyrighted Work for the Material

- a. The user is obligated to use the material in question exclusively for the promotion of tourism in Vienna and the advertisement of the tourism destination Vienna. The WTV is free to deny the use without stating any reasons or to restrict the right of use.
- b. All users, who wish to acquire and use material from WTV, shall be granted a permission to use copyrighted work (pursuant to § 24 Copyright Act in accordance with the above purpose and restricted to a set period of time and bound to the period of use.
- c. The right of use is limited in time and shall end at the latest one year after download. The material may be used worldwide, for an unlimited number of projects and in any media format, non-exclusively and not for one's own commercial purposes (see lit d.). Use on social media channels and the like is only allowed insofar as the user guarantees that the social media terms of use ensure that the material may not be used (further) for other purposes.
- d. The user is aware of the meaning, purpose and object of this data base and of the WTV. He is obligated not to use the material for a purpose which contravenes the purpose of the WTV, i.e. tourism in Vienna. Expressly barred is in particular the use for advertising purposes of products, commercial goods and services outside of the branches defined under Point 2 of this agreement and for political purposes. In particular, the material may not be used for the advertisement of any anti-democratic or sexual content or be used unlawfully. The material may not be used for the printing on objects (e.g. promotional gifts, merchandising products, souvenirs). A special permit is required for the use in movies or on posters. It is generally forbidden to use the material for the promotion of tourist cities other than Vienna respectively other tourist countries other than Austria.
- e. The dissemination of material to third parties is expressly barred. The granted rights of use are not transferable and may not be sub-licensed. This means that the granted rights may not be transferred to anybody else and may not be sub-licensed to anyone else.
- f. Processing of the material is only allowed with regard to the usual resizing -without detail enlargement – and without removal of labels, in particular copyright information or the like.
- g. For each publication of the downloaded material, the user is obligated to identification in close proximity to the material in question or in the copyright notes. The identification must be carried out pursuant to the copyright information on foto.wien.info respectively the information in the meta-data of the material.
- h. The user is obligated to consult with the WTV prior to use respectively publication in case of any uncertainties regarding the use or identification.

4 Liability and Termination of the Permission to use a Copyrighted Work

WTV's liability is restricted to the existence and transfer of the Permission to use a Copyrighted Work for the downloaded material pursuant to Point 3. WTV is liable vis-a-vis the user – except in the case of bodily injury or pursuant to mandatory liability laws – only for gross negligence and intent.

If material is used in a manner which contravenes these terms of use, the granted permission to use a copyrighted work or other agreements in this regard, the user may be prosecuted in a court of law in particular pursuant to the Copyright Act provisions, in particular for cease and desist, withdrawal or publication of the judgement. In case of use contrary to the agreement, WTV shall be indemnified and held harmless and WTV has the right to terminate the permission to use a copyrighted work with regard to individual or all uses immediately and without replacement.

5 Jurisdiction

Austrian law shall apply with the exclusion of provisions concerning the conflict of laws as well as UN Sales Convention. The Vienna Court 1030 is agreed upon as the competent court having subject-matter jurisdiction.

In case, however, the user has his seat or habitual residence in a country in which judgements of the ordinary courts of the Republic of Austria are not enforceable, a court of arbitration pursuant to the provisions of the ICC is agreed upon for disputes arising from the use respectively these terms of use.

Vienna is agreed upon as the seat of the arbitration court, and German as the language of proceedings. The ICC arbitration court shall be composed of three arbitrators.