

## Ötztal Tourismus Terms and Conditions

### Images/Logos/Videos/Texts

**presse.oetztal.com** is your free image database for license-free photos of Ötztal valley. Please note our Terms of Use before using images/logos/videos and texts. Ötztal Tourismus grants users a non-exclusive, non-transferable license for authorized use of downloaded images/logos/videos and texts that is not limited locally and for an indefinite period of time. All rights of the images/logos/videos and texts, including all copyrights and other industrial property rights that relate to the images/logos/videos and texts, remain with Ötztal Tourismus or the respective photographer/author. Permission for uses exceeding the granted permission of use can be requested directly at Ötztal Tourismus (Advertising/Brand/CI department) in individual cases. Other questions are readily answered by our staff.

### Type of License

Ötztal Tourismus herewith grants users a non-exclusive, non-transferable license for downloaded images/logos/videos and texts that is not limited locally and for an indefinite period of time for the authorized uses listed below.

- Only **editorial (non-commercial)** use of the pictures, logos and video materials provided is allowed.
- Excluded is the use for image databases, picture catalogues and similar image collections.

### Types of Use – the following types of use are transferred:

- Right of reproduction and distribution, i.e. the right to optionally reproduce and to distribute and/or have reproduced and/or distributed image materials within the scope of the listed types of use, also on image/sound/data carriers not originally used.
- Retrieval and online right, i.e. the right to provide image materials by analogue, digital or other memory or data telecommunication, with or without intermediate storage, wireless or by cable.
- Broadcasting right, i.e. the right to make image materials accessible to the public within the licence type listed before, as often as wanted and with all technical methods (e.g. analogue, digital, high-definition, incl. DVB-T, -C, -S and -H) by means of broadcasts, e.g. sound and television broadcasting, wired broadcasting, Hertzian waves, laser, microwaves etc. or similar technical means, irrespective of whether broadcasting is effected by means of terrestrial radio installations, cable TV (also via telephone lines) including cable retransmission, satellites including direct satellites (DBS), other data of telephone lines or networks like ISDN, DSL, GSM, UMTS, radio relay system, powerline (electric lines) etc., other technical means or by a combination of broadcasting means.
- Printing right, i.e. the right to use the image and logo material within the scope of the licence listed above for making, reproducing and distributing illustrated or non-illustrated books, leaflets or other publications. Excluded is the use in image catalogues and similar image collections.
- Videography right, i.e. the right to utilize the image material by reproduction and distribution on analogue and digital image/sound/data media of all kind. Videography rights include all types of storage devices (image/sound media) like CD, DVD etc.
- Limited right to edit, i.e. the right to edit image material with help of analogue, digital or other image editing methods in the following way: changing of image size (enlargement, reduction, cutting), changing of colour information, changing of colour, contrast and

rightness parameters. The right to change the image materials in any other way remains with the creator.

All other rights relating to the pictures/logos, including all copyrights and other industrial property rights relating to the image material remain with the creator.

**Non-transferable** are especially:

- the merchandising right, i.e. the right to commercially use logos and image materials by selling the image or logo materials or making or distributing of goods of all kind, which depict images and logos (e.g. posters, postcards, clothes, publications including comics, sound storage mediums, headwear, mouse pads, buttons etc.)

### **Cost Exemption**

Ötztal Tourismus abstains from charging users for granting the users' rights listed before.

### **Naming the Creator and References**

If technically possible the user has to name ÖTZTAL TOURISMUS either in the image itself or at the end of the page as customary for the respective use as well as the photographer, the name of whom is given when uploading the images, in the following way:

','© Name of the Photographer / Ötztal Tourismus'

If images are used in the Internet or for digital media Ötztal Tourismus must be referred to with its link [www.oetztal.com](http://www.oetztal.com).

### **Forbidden Use**

presse.oetztal.com must be exclusively used for legal purposes.

presse.oetztal.com may not be used for distributing defamatory, pornographic material or material that is illicit in any other way, or used for threatening or troubling third parties or harming the rights of third parties (including personal rights).

### **Blocking**

In the case of violations of these Terms of Use, Ötztal Tourismus reserves the right to block access or sectional access to presse.oetztal.com with immediate effect. Ötztal Tourismus reserves the right to take legal action and to make claims (especially claims for damages).

### **Database Right**

The images, logos, videos and texts available at presse.oetztal.com form a copyright-protected database. It is forbidden to take over its structure or sections of it or to edit it without permission of Ötztal Tourismus.

### **Final Clauses**

This contract of use is exclusively subject to the substantive law of the Republic of Austria with exception of the UN-treaty on international buying of movable goods

In the course of business with traders, corporate bodies subject to public law or with public law separate assets the court of jurisdiction is Innsbruck.

Ötztal Tourism reserves the right to sue at the place of general jurisdiction.