General terms of business of the Paznaun - Ischgl Tourism Association for the Paznaun - Ischgl Picture Archive

I. General Information

(1) The Paznaun - Ischgl Tourism Association has established an online picture archive which allows access to our pictures. The downloaded picture files are free for public use, under the proviso of the regulations in Section III of these General Terms of Business.

(2) Within the meaning of these General Terms of Business, "use/usage" is defined as any form of publication of the image material or any parts thereof. The term "use/usage" herein further pertains to the layout, copy, projection, reproduction, duplication, scanning and storage of the image material in electronic data media, even if such usage pertains only to portions of the image material.

(3) Usage of the "Paznaun - Ischgl Picture Archive" shall be without obligation and non-exclusively under the following terms of business. Any potential contradictory terms of business of the user herewith expressly shall not apply.

(4) The user of the Paznaun - Ischgl Picture Archive expressly gives consent to these General Terms of Business. A "user" within the meaning of these General Terms of Business means anyone who acquires access to the Paznaun - Ischgl Picture Archive by means of registration, regardless of whether such person does or does not download any pictures.

(5) Usage of the picture files stored in the Paznaun - Ischgl Picture Archive is allowed at no fee.

(6) Any image material digitally transferred by download shall permanently remain the property of the originator and/or of the Paznaun - Ischgl Tourism Association.

II. Paznaun - Ischgl Picture Archive

(1) Any visitor must first register online to obtain access to the Paznaun - Ischgl Picture Archive. After completed registration, the user will receive a user name and password by email. Users can view and download the desired pictures in the Paznaun - Ischgl Picture Archive.

(2) The user's data supplied to obtain access rights shall be handled confidentially and not provided to third parties. If the access data is misused at the user's own fault, then the user shall be liable for any resulting damages.

(3) The user shall have no right to permanent access to the Paznaun - Ischgl Picture Archive; the Paznaun - Ischgl Tourism Association is entitled at any time to shut down the Paznaun - Ischgl Picture Archive temporarily or permanently, and also to change, delete or expand the content stored therein. Users shall be responsible for any provider costs and telecommunications fees incurred by the download.

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III. Liability

(1) The Paznaun - Ischgl Tourism Association bears no liability for any errors and defects in hardware and software which occur or may occur due to the online search, data transmittal or usage of the Paznaun - Ischgl Picture Archive or for other damages, in particular also those occurring due to the use of data storage provided by third parties for storage of the image files.

(2) Furthermore, the Paznaun - Ischgl Tourism Association assumes no liability for the suitability of a picture or of the data corresponding to a picture for the objective pursued by the user. The Paznaun - Ischgl Tourism Association shall provide the Paznaun - Ischgl Picture Archive as it presently exists, that is, with any and all potential errors.

(3) The Paznaun - Ischgl Tourism Association cannot guarantee that the provided internet pages in the Paznaun - Ischgl Picture Archive are free of viruses, unauthorized program code, java code or source code or any other functional parts or components which may be detrimental to business.

(4) The user shall be liable for any usage of the Paznaun - Ischgl Picture Archive and of the pictures provided therein, where such usage is in violation of or in contravention of these General Terms of Business, or for any other unlawful use thereof. In the event that the user makes use of the Paznaun - Ischgl Picture Archive or of the images therein in an impermissible manner, then such user shall fully and completely indemnify and hold harmless the Paznaun - Ischgl Tourism Association for any damages resulting therefrom. Furthermore, the user shall indemnify and hold harmless the Paznaun - Ischgl Tourism Association overall, in the event that the usage - even an allowed usage - gives rise to claims against the Paznaun - Ischgl Tourism Association.

III. Limitations on Use

(1) To complete the registration, the user shall provide the user's name, mailing address and email address. Only after registration will the user obtain access to the Paznaun - Ischgl Picture Archive.

(2) Registration and enabling of the download shall occur automatically, so that the data provided in paragraph (1) of this section shall not be reviewed.

(3) Usage of the Paznaun - Ischgl Picture Archive is only permitted when all the data provided during the registration are complete and correct.

(4) The automated transmittal of the user name and password shall not be deemed as consent by the Paznaun - Ischgl Tourism Association for any usage contrary to the provisions of this agreement.

(5) The data provided by the Paznaun - Ischgl Picture Archive may not be used in a manner which is likely to damage the reputation and image of the state of Tyrol, the Paznaun - Ischgl Tourism Association and the communities, companies and residents within the tourism region, the tourist destinations of the state of Tyrol and of the Paznaun - Ischgl Tourism Association or any other public or private facility whose legal entity or managing director, directly or indirectly, is the state of Tyrol.

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(6) Furthermore, the data made available by the Paznaun - Ischgl Picture Archive may not be used directly for commercial purposes, that is, pictures which are taken from the Paznaun - Ischgl Picture Archive may not be part of a product intended for sale (e.g. T-shirt with a picture from the Paznaun - Ischgl Picture Archive). However, use of such pictures for advertising purposes (e.g. a picture from the Paznaun - Ischgl Picture Archive in an advertising brochure or internet presence) is permitted, since the pictures in the Paznaun - Ischgl Picture Archive will serve solely for marketing of a product, and are not a direct part of the product destined for sale (indirect commercial usage). If in doubt, then please first obtain a written usage consent from the Paznaun - Ischgl Tourism Association.

(7) Any kind of processing, in particular the generation of pictures by copying, re-photography, photo-composing, electronic aids or by other means, is not allowed. Also it is not allowed to use parts of pictures. Therefore, pictures may only be used as a whole and unprocessed. Any exceptions require a separate, written agreement. Falsification of the pictures and wording, and any uses that might degrade the imaged persons, is not allowed and shall subject the user to damages for compensation.

(8) Likewise, use of the pictures in erotic, criminal or other illicit relationships, and also use of the pictures that denigrates minorities, ethnic, religious or other groups is not allowed, nor use of the pictures in a manner which might injure the feelings or perception of members of these groups. In addition, in no case may the personal rights of the imaged persons be adversely impacted or violated.

(9) Use of the pictures for journalistic purposes is permitted - notwithstanding the paragraphs above. The user is required to follow the publishing principles of the Journalism Council (Press codex).

(10) In the event of any disallowed use of the pictures of the Paznaun - Ischgl Picture Archive contrary to the principles stated above, the user shall for each individual case, upon demand, pay to the Paznaun - Ischgl Tourism Association a conventional penalty of 3,000 euros (in words: three thousand euros) within 14 days, with value secured pursuant to VPI 2010 (base month: January 2018). Any additional damages can be enforced by the Paznaun - Ischgl Tourism Association, including also a demand to cease and desist. Any profit gained by the user due to a disallowed, direct commercial usage under Section III paragraph (6), shall be transferred to the Paznaun - Ischgl Tourism Association. In such a case, the user shall be required to provide the relevant accounting information to the Paznaun - Ischgl Tourism Association.

IV. Exploitation Rights and Copyright

(1) All pictures of the Paznaun - Ischgl Picture Archive shall be handled as originals. Basically, only the usage rights to the photographic copyright are conveyed. This applies in particular to pictures whose image content is subject to a broad copyright protection (e.g. works relating to contemporary art and display art). The user is responsible to obtain additional rights such as publishing approvals for collections, museums etc. The pictures are made available by the Paznaun - Ischgl Tourism Association for usage only.

(2) Archiving or transmittal of the image material to third parties is not allowed.

(3) The user shall bear sole responsibility for any text or legends.

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V. Copyright Notice

(1) The Paznaun - Ischgl Tourism Association expressly requests that an agency and copyright citation (source) be given, and specifically such that there can be no doubt about the origin of the particular picture. Collective picture citations will only be sufficient in this respect provided they are sufficient to provide an unambiguous origin of the particular pictures. The user shall indemnify the Paznaun - Ischgl Tourism Association from any claims by third parties arising from the omission of the copyright citation.
A sufficient copyright citation for all picture files from the Paznaun - Ischgl Picture Archive is "TVB Paznaun - Ischgl."

(2) Paragraph (1) also applies to advertising, fade-ins on television broadcasts and films or other media, if no express, separate agreement is obtained.

(3) Unless otherwise governed above, any usage is subject to the provisions of the Austrian Copyright Law.

(4) A complete sample copy of each print publication is required, at no cost and without request. It must be stated precisely which picture was used at which point in which publication.

VI. Court of Record, Miscellaneous

(1) Any side agreements to these terms shall be in writing to be legally effective. This also applies to any decision to bypass or cancel this requirement for written format.

(2) Any disputes arising from the use of the Paznaun - Ischgl Picture Archive shall be adjudicated by application of Austrian Material Law. The use of the Paznaun - Ischgl Picture Archive by foreign users shall also be governed by application of Austrian law.

(3) The exclusive court of jurisdiction for all disputes arising from the use of the Paznaun - Ischgl Picture Archive as governed by these General Terms of Business shall be the court handling legal affairs for the municipality of 6500 Landeck. However, the Paznaun - Ischgl Tourism Association can prosecute the user in another foreign or domestic court.

(4) In the event that any one provision of these General Terms of Business is held to be invalid, then the Paznaun - Ischgl Tourism Association and the user shall put into effect a legally valid provision or provisions which most closely reflect the financial intent of the invalidated provision. The validity of all other provisions shall not be affected by the invalidated provision.

(5) All rights and obligations from these General Terms of Business shall convey to any and all legal successors of the Paznaun - Ischgl Tourism Association.

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