

Terms of service

By using this service you are entering a legally binding contract with the operator 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 agree 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 in this case you won't 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

You must inform the operator how you intend to use the digital photographs before you place your order. The operator will then grant you a licence for this specific use, based on the information you have supplied. This licence can only be granted for if the pictures are to be used for advertising purposes in connection with the promotion of the operator's destination. The photographs may not be used by picture or book publishers unless by special agreement.

The user licence will lapse if the actual use of the photograph is inconsistent with the details and information you have supplied.

A licence 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 photographer or owner (for example: photo (supplied by) operator/photographer). The print licence includes multimedia user rights as laid down in Paragraph B below.

B. Multimedia

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 photographer or 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 operator 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 operator 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 of the data. 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 operator 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 operator together with any hard copy print-out, slide films, negative films or any other form of data carrier.

5.) 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 Germany.

6.) Indemnification against third party claims

The owner is to release from any claims of third parties arising from the use of an image that does not belong to the applications that are expressly permitted by this agreement.

7.) Liability

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

8.) Editing

The downloaded / ordered may be changed or alienated only after written approval and consultation with the operators.

9.) Social Networks

Please note that some images have the property "Social Media usage allowed: No". In this case you are not allowed to use or display this image on any Social Network like Facebook, Twitter etc.

10.) 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.

11.) Contact person

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