

Vienna Tourist Board B2B Footage Database

TERMS AND CONDITIONS OF USE

LAST UPDATED: NOVEMBER 2020

VIENNA TOURIST BOARD
INVALIDENSTRASSE 6
1030 VIENNA
Tel: +43 1 211 14
FOOTAGE@VIENNA.INFO

1 General Provisions

The Vienna Tourist Board (VTB) is an association with legal personality which was established on the basis of the Vienna Tourismusförderungsgesetz (Promotion of Tourism Act). The VTB is responsible for promoting tourism in Vienna and safeguarding the province's interests in relation to tourism.

Commercial use of material provided by the VTB, in particular made available through its moving images database – e.g. photos, images, videos and footage (hereinafter referred to as "Material") – by the user must comply with these Terms and Conditions of Use and the specified purpose (see also point 3 below).

The Material currently available from the VTB can be accessed online at footage.wien.info, and can be viewed, selected and – depending on the user's authorization – downloaded at that address.

By registering at footage.wien.info, the user accepts the Terms and Conditions of Use; any (general) terms and conditions or similar of the user do not apply.

2 Requirements for Access to and Commercial Use of the Material

The VTB makes the Material available to the user free of charge. The VTB is entitled to prohibit use or to restrict rights of use without giving reasons.

The user must operate in one of the following sectors and use the Material for such operations; by registering, the user undertakes to do so and will indemnify and hold harmless the VTB in this respect:

- TV (on-air) productions for reports on Vienna
- Online media for reports on Vienna
- Travel agents and tour operators
- Accommodation and hospitality providers
- Tour guides
- Travel and transport operators (rail, bus, ship, airlines, etc.)
- VTB tourism partners
- Congress, meeting and incentive organizers
- Organization of major sports and cultural events

3 Licenses to the Material

The user undertakes to use the Material solely for purposes that serve to promote tourism in Vienna and Vienna as a tourist destination.

The Material may not be used for purposes other than those specified in point 2 above (i.e. not for product advertising, promotional gifts, merchandising products, souvenirs, postcards, calendars, for political/party political purposes, and the like). Use of the Material to promote city travel destinations other than Vienna or country destinations other than Austria is prohibited. Any use of the Material to the detriment of the reputation of Vienna and Austria, or the Austrian tourist industry is also prohibited.

The VTB will grant the user a license to use the Material which is restricted to the agreed purpose of use (i.e. not exclusive; see section 24 Urheberrechtsgesetz [Austrian Copyright Act]) in accordance with these Terms and Conditions of Use.

Commercial use of the Material on posters/billboards requires separate written permission from the VTB.

Moving images may be used on social media to promote the main production.

The user is not permitted to make multiple commercial use of or to transfer these rights to third parties (i.e. the rights are not transferrable and not sublicensable). The license expires following commercial use of the footage in accordance with the agreement.

Copies may only be made to the extent required for commercial use of the Material. The Material may be edited, but the original content and graphics may not be modified.

Where possible, a copyright designation must be included in the form commonly used in the industry or for such commercial use, i.e. "© Vienna Tourist Board" or "© WienTourismus". Removal of any copyright designations in the Material is prohibited.

In case of any uncertainty regarding use or designation prior to use or publication, the user is obliged to consult the VTB.

4 Liability and Revocation of the License

If the user breaches these Terms and Conditions of Use, the VTB or the copyright holder may exercise their rights to seek an injunction for the user to cease using the Material and for material be removed, to publication of the court verdict, and to assert claims for compensation/damages.

The user will indemnify and hold harmless the VTB with regard to all third-party claims relating to commercial use of the Material, irrespective of fault. This limitation of liability does not apply to commercial use of the Material in conformity with the Terms and Conditions of Use.

The VTB will only be liable for granting the user rights to the Material in accordance with these Terms and Conditions of Use. The VTB will only be liable for damage arising from gross negligence or willful intent, except in case of bodily harm or breach of mandatory liability law.

The VTB is entitled to revoke the license if the user breaches the Terms and Conditions of Use. In such cases, the user must cease commercial use of the Material without delay, delete or destroy all copies of the Material, and at the VTB's request provide the VTB with written confirmation that it has fulfilled these requirements. Potentially detrimental actions on the part of the user constitute reasonable grounds for the VTB to terminate the agreement. Liability on the part of the VTB regarding revocation of the license or termination of the agreement is excluded, except in cases of intentional damage.

5 Applicable Law and Jurisdiction

Austrian law applies, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

The court with subject-matter jurisdiction in the third district of Vienna will have jurisdiction. In the event that the user's domicile or habitual residence is in a country where verdicts of ordinary Austrian courts are not enforceable, the VTB is entitled to refer the matter to an arbitration tribunal with three arbitrators which will resolve the dispute in accordance with the ICC Rules of Arbitration; the place of arbitration will be Vienna and the language of the arbitration proceedings will be German.

6 Severability clause

If provisions of these Terms and Conditions of Use are or become ineffective, this does not affect the effectiveness of the remaining provisions. The ineffective provisions will be replaced by effective provisions that come closest to the economic purpose of the ineffective provisions.