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**Germany**  
*The travel destination*



# Terms and conditions for the use of images and videos in the GNTB media database (downloads)

By accepting these terms and conditions of use and /or by using the database, users enter into a legally enforceable agreement between such user and the German National Tourist Board (GNTB) concerning the use of images and videos. By clicking on the button, you agree to the provisions of this agreement. Materials can subsequently then be downloaded from this portal in accordance with the licence.

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### 1. General

All offers, deliveries, electronic transfers, and assignments of usage rights are made solely on a non-exclusive basis in accordance with the terms and conditions below. All other terms and conditions of the user are hereby rejected. They will not form part of the agreement.

## 2. Intended use

The images and videos may be used only in connection with promoting travel to and within Germany. If they are used for a different purpose, any permissions granted will cease to be valid.

Use of the materials by image, book and calendar publishers is excluded, unless governed by separate agreements.

Nor may images be used for billboard advertising, merchandise, (travel) books, calendars or similar publications. Permission to use images for these purposes must always be requested separately.

The images and videos within the media database are assigned different authorisation levels, in accordance with the respective agreements with the copyright owners / image sources:

### IMAGE AUTHORISATION LEVELS



#### 1. GNTB (incl. social media)

Only the GNTB is permitted to use the images for all its offline and online media, for the GNTB social media channels and for its own advertising campaigns. Images must always appear in conjunction with the GNTB branding.



#### 2. GNTB (incl. social media) + press + partners

The GNTB is permitted to make images available to its members, partners and other travel industry stakeholders\*. These third parties are permitted to use the images for publication in their offline and online media, for their own press activities, for reporting on the GNTB, for editorial pieces on Germany as a travel destination or for tourism-related brochures.

Use on non-GNTB social media platforms is not permitted.



#### 2a. GNTB + press + partners (incl. social media for all three groups)

In an extension to level 2, members and partners of the GNTB and other travel industry stakeholders\* are also permitted to use the images on social media platforms within the scope of their marketing activities.

#### \* Stakeholders include:

Travel blogs, Travel travel agents, Travel websites, Travel fairs, Travel associations (non-members), Tour operators, Hotel industry entities, Transport providers: train operators, coach operators, airports, boat operators, car rental companies

#### They do not include:

Travel magazines, Special interest magazines, Published books in general, Travel books / guides, Exhibition catalogues, Calendars, Posters, Wallpaper, Merchandise, Picture agencies / archives



### CC0 – without any restrictions at all:

The images are provided within the public domain. This means that the copyright owner waives all copyright and related rights globally, so far as this is legally possible.

Third-party rights such as the rights of any persons depicted, or the copyright to artworks depicted, must always be respected.

Rights to use the images are not exclusive. In accordance with CC0, users can choose to credit the copyright owner, but are not required to do so.

<https://creativecommons.org/publicdomain/zero/1.0/deed.en>

## VIDEO AUTHORISATION LEVELS



### 3a. GNTB (incl. social media) + press + partners

The GNTB is permitted to modify videos and also to make them available to its members, partners and other travel industry stakeholders\* as well as the press.

When third parties use videos in their offline and online media, for their own press activities, for reporting on the GNTB, for editorial pieces on Germany as a travel destination, and in a tourism-related context, every video must appear in its entirety and always in conjunction with the GNTB branding.

To enquire about other uses please contact: [bildlizenz@germany.travel](mailto:bildlizenz@germany.travel)



### 3b. GNTB (incl. social media) + press + partners

The GNTB is not permitted to modify the videos. It is allowed to make them available to its members, partners and other travel industry stakeholders\* and the press.

These third parties are only permitted to use the relevant videos in their entirety in their offline and online media, for their own press activities, for reporting on the GNTB, for editorial pieces on Germany as a travel destination, and in a tourism-related context. Videos must always appear in conjunction with the GNTB branding.

To enquire about other uses please contact: [bildlizenz@germany.travel](mailto:bildlizenz@germany.travel)



### 4. GNTB (incl. social media)

Only the GNTB is permitted to use the videos and clips for all its offline and online media, for the GNTB social media channels and for its own advertising campaigns.

Videos must not be modified, and must always appear in conjunction with the GNTB branding and the partner branding.

## FOOTAGE AUTHORISATION LEVELS (for internal use only)



### 5a. GNTB (incl. social media)

Only the GNTB is permitted to use any video sequences (footage) it has created itself for all of its offline and online media, for the GNTB social media channels, and for its own advertising campaigns.

Please contact us in advance using the following email address for enquiries on use by partners and other third parties: [bildlizenz@germany.travel](mailto:bildlizenz@germany.travel)



### 5b. GNTB (incl. social media)

Only the GNTB is permitted to use any video sequences (footage) for all of its offline and online media, for the GNTB social media channels, and for its own advertising campaigns.

**Any use by third parties is prohibited.**



### Limited use

Permission to use the images must be requested in advance:

[bildlizenz@germany.travel](mailto:bildlizenz@germany.travel)

## 3. COPYRIGHT

All images and videos are protected by copyright. The GNTB and its licensors hold the required rights to the images and videos. Only those rights will be assigned to the user that are necessary for the user to be able to utilise the images as intended (sublicensing).

The format for the credits is as follows:

© image source / photographer (for example: © GNTB / Jens Wegener or Getty Images / mike)

The GNTB grants users a non-exclusive, non-assignable usage right. For the purposes of this clause, 'non-assignable' means that the image / the video may be used only for your own purposes, or for those of your direct employer, client or customer as the end user of the material. You are not permitted to sell the image or video, or the right to use this material, to anyone, nor to rent, lend, sub-license or otherwise transfer the material or usage rights.

Please place the credit for the image source / copyright owner within close proximity to the image in any medium. This is not mandatory for images licensed under CC0, but is greatly appreciated.

Please always send specimen copies to our (email) address below: A copy of the print publication and / or the link to the online publications in which pictures / videos belonging to the GNTB were published.

## 4. USAGE PERIOD

Images and videos from the GNTB are not normally subject to a time-limited usage period.

It is nonetheless vital that you pay attention to the relevant **image / video usage**, particularly if the material features **specific individual persons**. **If that information indicates a time-limited licence, the material must either be relicensed by the GNTB before the expiry date specified, or be permanently deleted from all of your data storage media by that date.**

Any remaining copies of print publications produced before that date are not affected.

## 5. PROHIBITION OF USING IMAGES AND VIDEOS IN CONNECTION WITH SENSITIVE ISSUES

**It is expressly prohibited to use our images and videos for the following purposes, and in the following contexts:**

- a) In connection with any negative portrayals of Germany
- b) To directly or indirectly create or encourage an assumed association with products, individuals or legal entities that / who have not expressly consented to such use
- c) To defame or debase products, individuals or legal entities
- d) In connection with potentially sensitive issues including, but not limited to, sexual, political and religious orientation or contexts, pornography, abuse, violence, physical or mental disability, illness, drug abuse, and similar.

Images and videos must only be used in the context specified in the image or video usage information.

## 6. INDEMNIFICATION AGAINST THIRD-PARTY CLAIMS

The GNTB must be indemnified against all third-party claims arising in connection with the publication or reproduction for public use of an image or video in a way that has not been expressly permitted in this agreement.

## 7. LIABILITY

The GNTB accepts no liability for the usability / marketability / market suitability of the images and videos for any particular purpose. Our liability is limited to cases of intent and gross negligence on the part of the GNTB.

## 8. MODIFICATION OF IMAGES / VIDEOS

The images and videos downloaded / obtained may only be modified or manipulated after consultation with, and with written consent from, the GNTB.

Images classed under authorisation level CC0 are excluded from this provision.

## 9. OTHER

Should any provision of this agreement be ineffective, this will not affect the validity of any other provisions. The ineffective provision will be replaced by a provision that is effective and that, as far as is legally permissible, reflects as closely as possible the content and intention of the aforementioned ineffective provision.

## 10. CONTACT

If you are uncertain about your rights under this agreement, or if you wish to use an image / video in a way that is not specified in this agreement, please contact:

**Deutsche Zentrale für Tourismus e. V.**

German National Tourist Board

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