

Terms and Conditions Using the Oktoberfest map Offered by München Tourismus, Film and Photo Service

These terms and conditions of use are legally binding for every instance of permitting the use of the Oktoberfest map.

The purpose of the Film and Photo Service offered by München Tourismus is to support the advertising activities of third parties in promoting Munich tourism by supplying photographic and film material.

München Tourismus grants users a simple right of use free of charge in the supplied Oktoberfest map, provided their use serves the purpose of tourist advertising and public relations activities. In doing so, München Tourismus reserves the right to grant above-mentioned right of use to other parties.

Cost-free use includes in particular:

1. The use for guest information by partners of München Tourismus.
2. The use for touristic and editorial reporting on the Oktoberfest Munich.
3. The use for the purpose of information or touristic promotion of the Oktoberfest Munich.
4. Use on social platforms such as facebook, twitter, instagram etc. is only permitted as part of touristic advertisement and editorial reporting on the Oktoberfest.

Excluded from free use are:

1. Types of use where the Oktoberfest map primarily serves as basis for profit-making purposes. This provision particularly applies to merchandise products such as picture postcards, calendars, picture books, posters and similar objects.
2. Design support for the presentation of goods or offers of services by commercial companies outside the tourist industry, to the extent that such parties intend to use the map material exclusively for the commercial backing of their interest in sales and for boosting their own image (e.g. as background motif for shop window decoration displaying clothing or for image presentation in brochures and on the Internet).

Naming the author/ copyright notice

When using the Oktoberfest map, the name of the author must be indicated in accordance with § 13 of the German Copyright Act. The notice "München Tourismus" must also be added.

Therefore the copyright notice © **München Tourismus, Julia Pfaller** must be mentioned with every use.

Prohibition of reproduction and digital storage

Users shall be prohibited from reproducing the Oktoberfest map that was provided free of charge for their own archives as well as from creating a permanent storage system of photographic and film data for their own archives (e.g. data bases of photos or films). Digitized photographic and film material made available by München Tourismus as well as copies thereof must be deleted after use.

Prohibition of transmission to third parties

The Oktoberfest map may only be passed on to third parties for the purpose of reproduction. Transfer of material by means of data carriers of any kind is also only permissible for purposes of reproduction. In the event of non-compliance users undertake to immediately furnish München Tourismus with detailed information about the nature and extent of the unauthorized use. Moreover, the material that has been reproduced without permission must be immediately turned over to München Tourismus free of charge.

Restriction of use

The rights of use granted when providing the Oktoberfest map apply only to one single utilization within the agreed scope. Repetitions and other extensions of the original right of use are subject to obtaining prior written consent of München Tourismus.

Liability for the provided map material

The City of Munich does not assume any liability for claims that may arise from the use of the supplied Oktoberfest map. Users shall in any case bear the sole responsibility.

Complimentary copies

A complete complimentary copy of every publication must be sent to München Tourismus (Public Relations, Film and Photo Service) immediately and without further request. In the event that the Oktoberfest map is used on the Internet, München Tourismus must immediately be advised of the complete address of the respective Internet page to tourismus.fotoservice@muenchen.de.

Observing the press code

Users shall be obliged to observe the journalistic principles of the German Press Council (Press Code). They shall assume all responsibility for captions. München Tourismus shall not accept any liability for any infringement of the general right of personality or of copyrights due to any use in illustration or text which constitutes a violation of any joint agreement, presents an offence against public morals or distorts the original sense. In case of violation of such rights, users shall be solely liable for any damages claimed by third parties.

Other legal agreements

Unless stated otherwise above, any use shall be subject to the provisions of the German Copyright Act. Any deliveries from abroad shall be governed by German law. Munich shall be place of jurisdiction and place of performance in any case. Should any provision of this agreement be held invalid, the validity of the other parts shall not be affected thereby. The invalid provision shall be replaced by such a valid provision in keeping with the sense and purpose of the agreement which the parties would have desired had they been aware of the invalidity of the original provision.

Munich, August 2024