

Terms and Conditions (T&C) regarding the use of images and film footage

A. Terms of Use

The purpose of the New Yorker Fashion Portal is to support the promotional activities of third parties in favour of New Yorker's provision of free film and photo materials.

With the publication of an image or film the terms and conditions are recognized and legally binding for any film or photo material used.

The film and photo materials remain the property of New Yorker. On the provided pictures and film materials New Yorker solely permits simple usage provided that the use serves the purposes of advertising and public relations work for New Yorker and any publication under the name of "NEW YORKER" and if different the author.

Use of the images is reliant on the mention of the copyright or the naming of the image credits. This can be done preferably in close proximity to the image or on a separate copyright page, referencing the respective page number.

Should this not be adhered to, we reserve the right to charge € 5,000 for each individual case; the parties retain the right to submit evidence of higher or lower damages.

The use of the image or film material, especially for magazine covers, is permitted only with prior written consent of New Yorker.

The use of photo and film material is limited to the period from 15 July 2010 to 15 January 2011 unless otherwise expressly agreed. The use of older archived images is not allowed.

The production of copies of image material for your own archive purposes, and the electronic or digital storage of movies and images for archive purposes (e.g. image databases) is prohibited. Digitized versions of the provided material are to be deleted after usage. The distribution of film and photo material to third parties may only be made for purposes of reproduction, and the material is to be deleted after use.

All usage which is not mentioned above, particularly where the use of image and film material is primarily used for economic profit and does not name "NEW YORKER" is prohibited.

B. Further Information

Prohibition of modification and falsification

A defacement, modification, misrepresentation or distortion of the copyrighted material, for example by tracing, re-photographing, photo composition and other changes by photomechanical or digital means is prohibited. Exceptions require the written consent of New Yorker and the respective photographer.

Compliance with the press code of conduct

The user is required to observe the journalistic principles of the German Press Council (press codex). They are responsible for captions. New Yorker will not accept liability for the violation of

the general personal or copyright law by immoral use or distorting the meaning of image and text. The same applies to a derogative representation of persons shown in / on the licensed films / images. The user is obliged in such cases, to release New Yorker from any third-party claims and to refund the reasonable costs of any legal defence. Use of the material for immoral, violent, pornographic or otherwise unconstitutional purposes is expressly prohibited.

Liability for the licensed film and image material

New Yorker is not liable for damages due to minor negligence, if the claim is not based on the violation of essential contractual obligations (cardinal obligations) or on a violation of life, body and health. The limitation of liability also does not apply in cases of mandatory statutory liability and guarantees.

In the case of minor negligent violation of essential contractual obligations, liability is only for the foreseeable loss of contract.

Extended copyright

Royalty-free usage only covers the right of use of the photographic copyright law.

Miscellaneous

Should there be any violation of the above-mentioned points New Yorker may demand the immediate destruction of all printed or downloaded contents. The rights for assertion of further claims for damages by New Yorker or third parties of are reserved.

The downloading of files is at your own risk. New Yorker is not liable for damage resulting from the installation or use of files downloaded from the download section to the extent permitted by law. Despite current virus checks, liability for damages or loss caused by computer viruses in the context of legal regulations are excluded.

The legal relations of the parties subject to both substantive and procedural respects are under the jurisdiction of the Federal Republic of Germany. Unless not previously otherwise specified, any use is subject to the provisions of the German Copyright Act.

Venue and place of jurisdiction is Brunswick unless otherwise specified by law.

If any provision of these Terms of Use is invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision where the economic substance of the invalid provision is related as closely as possible.