

Terms of use/license conditions for the provision of photographs of the Semperoper to tour operators

- (1) The photographs provided may only be used for the following purposes:
 - Promotion of the tour operator's ticket sales for specific performances for which the tour operator has booked or reserved ticket contingents with the Semperoper's visitor service (also applies to exclusive events organised by the tour operator),
 - Promotion of ticket sales by the tour operator for events for which *no reservations/bookings* have yet been made, but for which specific bookings are planned. This requires written confirmation from the Semperoper/Corporate and Group Services, which can be issued once the tour operator has submitted a list of the specific events concerned and this has been reviewed.

The use of the photographs may take place in the usual print and digital media for the respective ticket distribution only, e.g. on the tour operator's website, in its brochures or catalogues. Use in films, reels, on TV, in cinemas, etc. is not permitted.
- (2) Only the photographs of the specific productions/dates for which the tour operator offers tickets may be used. In addition - but strictly in this context only - the authorised general/non-performance-related photos of the Semperoper may also be used.
- (3) The use is exclusively in (especially visual, local) connection with the ticket sales for the specific productions in the respective medium (e.g. website, catalogues). It is expressly prohibited to use the photographs for other purposes, in particular the general advertising of the tour operator or third parties and/or in other media or in any other way.
- (4) The tour operator shall always use the respective photo credits specified by the Semperoper in the following form in every publication: *@Semperoper/first name, last name*
- (5) The alteration or editing of the photographs provided - in particular by cropping, colour retouching, colouring etc. - is not permitted.
- (6) The granted, limited rights of use, are restricted in scope to the aforementioned acts of use and limited in time to the respective season of the Semperoper during which the event takes place for which the tour operator is offering tickets or during which the Semperoper makes the photographs available. The tour operator is not permitted to archive photographs for use in a subsequent season, nor is the use of photographs that are out of date and/or have not been authorised by the Semperoper.
- (7) Access to the photographs of the Semperoper or the underlying login data is limited in time to the respective season. After expiry of the login data, the tour operator may request new login data from the Semperoper's company and group service.
- (8) The transfer of the photographs to third parties is prohibited.

The only exception to this is the passing on and sub-licensing by registered tour operators to their (sales) partners, printing companies etc. within the framework of the use of photographs in accordance with these terms of use. For this purpose, either the corresponding confirmation of the Semperoper/Tour and Group Service must be obtained in advance or the specific (sales)partners or sub-licensees must register separately with the Semperoper.

Any deviating or further sub-licensing or transfer of to third parties is expressly prohibited

The tour operator shall ensure and is responsible for ensuring that the use by its (sales)partners takes place exclusively within the framework of this usage/licence agreement.
- (9) The Semperoper shall be entitled at any time and without stating reasons to prohibit the tour operator and, if applicable, its sales partners from continuing to use individual or all photographs in the future. In this case, the tour operator assures that he will no longer undertake any new acts of use and, if technically possible and reasonable, will immediately terminate any acts of use already started before the prohibition (for example by deleting photos from the website).
- (10) The tour operator shall ensure compliance with these terms of use and licence conditions. In the event of non-compliance with the agreed conditions, the tour operator shall be liable in full and without limitation for all direct damages and consequential damages (in particular, but not limited to, from copyright and licence claims of third parties) incurred by the Semperoper as a result of a culpable breach of duty by the tour operator. He shall indemnify the Semperoper against all claims of third parties. This shall also include the costs of legal defence.
- (11) In the event that individual provisions of these Terms and Conditions of Use and Licence are invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions that ensure the achievement of the result sought by the contracting parties.
- (12) The law of the Federal Republic of Germany shall apply; the place of jurisdiction is Dresden.