

## AGB - GENERAL TERMS AND CONDITIONS

### for the use of film and photo material of the UEC Paracycling European Championships

The general terms and conditions of the UEC Paracycling European Championships Upper Austria are an irrevocable agreement between the owner of this internet offer and the visitor of the website ([www.paracycling.at](http://www.paracycling.at)) incl. photo and video database. They come into force with the first visit, and must be accepted unchanged by all users and customers. Special agreements and deviating points are only permitted with the prior consent of the image provider and must be set out in writing.

#### 1. COPYRIGHT AND LIABILITY

The photo and video material supplied in digitalized form is and remains the property of the organizer ASVÖ ÖAMTC X-TREME TRI and is intended for editorial use for TV, print and online media free of charge. The use of the material for all other purposes, such as promotional use (promotional films, promotional photos, use on websites outside editorial use) is not permitted or requires a separate written agreement.

The provided photo and video material may not be passed on to third parties, the inclusion in digital databases is only permitted with written consent, in any case, however, the material must always remain clearly recognizable as the property of the organizer ASVÖ ÖAMTC X-TREME TRI and may not be changed.

Video contributions of the UEC Paracycling European Championships Upper Austria, which are the property of the organizer ASVÖ ÖAMTC X-TREME TRI, may not be changed, shortened, newly produced with foreign film and photo material or underlaid with sponsors or requires a separate written agreement.

The organizer ASVÖ ÖAMTC X-TREME TRI assumes no liability for the use of the material and any violations of personal or other rights of third parties, the personal rights of depicted persons are to be clarified solely by the user.

Modification of the material and/or addition of any texts or captions, which may lead to the disparagement of depicted persons or brand names, among other things, are not permitted. The organizer ASVÖ ÖAMTC X-TREME TRI disclaims any liability for manipulation of material after the delivery date! For all business relations Austrian law applies, also for deliveries abroad.

## 2. COPYRIGHT NOTICE

For each publication of photographic and video material, the stated copyright designation must be made in a manner that allows clear attribution of each published image.

In order to take into account the different image suppliers, the copyright is to be taken from the respective image description (Caption), in the item ‚Byline‘ or ‚Image credits‘ the exact copyright designation is given, but in any case each image must be clearly marked with „UEC Paracycling European Championships Upper Austria“. The same applies to video material.

If the conditions of use are not followed, the organizer ASVÖ ÖAMTC X-TREME TRI reserves the right to charge a fee. The usual market fee rates apply.

## 3. LIABILITY AND CORRECTNESS OF THE DISCLOSURES

All information and data are checked several times before publication and are to the best of our knowledge and belief to be correct in principle, but we can not accept any liability for the accuracy of the data records.

We are also not liable for direct or indirect damages, including lost profits, for availability, accuracy and completeness of the content or data.

The liability of the organizer ASVÖ ÖAMTC X-TREME TRI is excluded in any case for slight negligence and as far as it is not consumers iSd Consumer Protection Act also for gross negligence (up to the limit of gross negligence). Claims for damages against the organizer ASVÖ ÖAMTC X-TREME TRI expire within 3 months after knowledge of the damage and the damaging party, but no later than 1 year after the occurrence of the damage.

Austrian law shall apply. Place of jurisdiction is exclusively Vöcklabruck.

Should one or more provisions of these GTC be or become void or legally ineffective, they are not applicable. This does not affect the validity and legal effect of the other provisions. In place of the non-applicable provision, what corresponds to the will of the parties with regard to the content and meaning of the legally valid provisions of the contract and these GTC and best achieves the economic result of the void or invalid provision shall apply.

Translated from German

Schwanenstadt, April 2021  
ASVÖ ÖAMTC X-TREME TRI