

Bologna Welcome LICENCE AGREEMENT

This licence agreement governs the non-commercial use of images and video/audio recordings. The content is regulated by Italian and European law and any dispute arising from its application shall be resolved by the Court of Bologna.

1. SUBJECT

With this licence agreement, Fondazione Bologna Welcome (hereinafter referred to as “FBW”) grants the Licensee the free and non-exclusive right to use photos and/or video clips and/or audio (hereinafter referred to as “Media”).

2. METHODS OF ACCESS

The Licensee may access the Media covered by this agreement by registering at <https://bolognawelcome-media.photoshelter.com/index>. The username thus created will be associated with the downloads.

The Licensee will be allowed to download the desired Media for a period of 365 days. Upon expiry of the agreement, the Licensee may contact FBW at the email address indicated during registration to reactivate access to the downloads for a further period of the same duration.

The Licensee, by downloading or distributing Media from the <https://bolognawelcome-media.photoshelter.com/index> platform, accepts this license agreement with FBW for the use of the Media according to the terms stated herein.

3. WHO CAN ACCESS THE SERVICE

- Press / Media:

the Italian and international press and media may use the Media on the platform for publishing purposes (e.g. creating an article) clearly and directly related to the promotion of tourism in the Bologna metropolitan area. They may not be used for purely commercial purposes;

- Educational institutions and the public sector:

employees and students of Italian and foreign educational institutions, as well as public sector employees in Bologna and in Italy, may make free use of the Media for strictly non-commercial purposes;

- Entities operating within the tourism economic sector:

entities operating in the tourism sector or national and international creators or promoters of experiences may make free use of the Media.

Media used for promotional and marketing purposes must involve only promotional initiatives, tourist services based in the Bologna metropolitan area.

Entities operating in the tourist economy refers to:

- Tour operators, national and international event organisers;
- Duly registered accommodation and extra-accommodation facilities in the Bologna metropolitan area;
- Companies transporting guests to, from and within the Bologna metropolitan area;
- National and international travel agencies and agents who promote the Bologna metropolitan area;

- National and international trade and professional associations;
- Tourist offices and management offices for national and international destinations.

4. METHODS OF USE

The Media may be used on any type of medium (both electronic and print) in all available permitted sizes and with no limitation on the number of uses for each Licensee.

- Images:
the Licensee may not manipulate or modify the downloaded Media without the prior consent of the copyright owner.
- Video-clips and audio:
these may be shortened, but not modified, with the prior consent of the copyright owner. Cropping must be kept to an absolute minimum, in accordance with proportions or other technical specifications necessary for the end use.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

Any use of the Media resulting from this agreement must be given appropriate and visible credit in both print and digital media.

In upholding the moral rights of all parties, the media must be treated as follows:

- Images:
enter the name of the photographer followed by “Bologna Welcome”. E.g.: “Photo: Mario Rossi, Bologna Welcome”.
- Video-clips and audio:
enter credits in the end credits.

6. PROHIBITION OF TRANSFER

The licence granted to each registered user may not be transferred and the Licensee may not sub-license or sell the associated Media to other persons.

7. EXCLUSIVITY

The Media usage right, which is integral to the licence agreement, is not exclusive to the individual registered Licensee. FBW is free to grant the licence for use of said Media to multiple licensees, including simultaneously.

8. TIME AND SPACE LIMITATIONS

The Media usage rights associated with this licence agreement are not subject to:

- time limitations;
- geographical limitations;
- language limitations.

9. OTHER USES: COMMERCIAL USE

This agreement governs only and exclusively the non-commercial use of the Media made available.

If the Licensee wishes to use the Media for business purposes (e.g. as a backdrop for the sale of its own products) or to use the images on physical goods for sale, it must contact the photographer and/or owner of the image directly.

10. BREACH OF THE AGREEMENT

Any breach of this licence agreement shall result in the immediate termination of the rights of use granted to the Licensee

The following are also considered a breach of this agreement:

- using strong personal and/or political opinions in association with the Media;
- using the Media in pornographic, defamatory, libellous or any other illegal contexts, either directly or in connection with other materials;
- using the images in a manner that is manifestly contrary to the interests of FBW or whoever it represents, and/or of the Bologna metropolitan area

In the event of termination of this licence agreement, the Licensee shall not be entitled to any compensation for any kind of damage incurred as a result of such termination.