

Disclaimer

Image rights

By submitting or uploading the photo as part of this photo challenge, the participant grants Armacell the free and exclusive right to use all copyrights and related rights for the purposes of the challenge (e.g. uploading to the Internet, storing and archiving the photo, presenting the photo, incorporating the photo in other works, etc.) without any restrictions in terms of time, space or content. This applies to all known types of use (e.g. right of reproduction and distribution, right of making available to the public, etc.) as well as to the use by Armacell or the use by third parties and includes in particular the right to make the user content publicly available on the Facebook page of the organiser or in the APP and to edit it for this purpose. In this respect, the granting also includes Armacell's authority to distribute or use the rights analogously and digitally at home and abroad also for the purpose of advertising Armacell's products with the identification data provided by them on any Armacell website, including its social network channels, or to have them used by third parties. The participant grants Armacell a right to edit the photo so that any necessary - in particular editorial - adjustments to the photo can be made in view of the rights of use granted.

Guarantee and release from liability

The participant expressly guarantees that he/she holds the exclusive copyright to the photo uploaded as part of the challenge and that it is free from other third-party rights. It is therefore the sole responsibility of the participant to acquire the necessary rights to the image so that it can be uploaded to the Facebook account and used in accordance with the rights granted herein. As a rule, the participant only owns the necessary rights if he/she has taken the photo himself or herself or has obtained the rights of third parties. Third-party rights may also exist to depicted objects (for example, works of art or buildings), so that the consent of the copyright holder is required. The clarification of possible exceptions to these consent requirements is the sole responsibility of the participant.

Armacell is not obliged to check the content provided by the participant for potential infringements of third party rights; the use and uploading of content that violates civil and/or criminal law, is likely to disparage other persons, groups of persons or companies, offends the religious feelings of third parties, and/or is harmful to minors, pornographic, racist, glorifies violence, incites hatred, offends or in a comparable way violates morality and/or other rights and obligations and other conditions of Facebook is expressly prohibited by Armacell. Armacell reserves the right, but is not obliged, to refuse or remove the publication of photos and/or comments that do not comply with these terms and conditions and, if necessary, to take legal action against those directly or indirectly responsible for such comments.

If, contrary to the above provision, the participant nevertheless uploads content to which he/she does not hold the exclusive copyright and the organiser suffers a legal disadvantage for this reason (example: demand for subsequent payment of license fees and/or damages, etc.), Armacell rejects any liability towards the actual copyright holder and reserves the right to take legal action against the participant. In this respect, the participant indemnifies Armacell as well as third party beneficiaries from all claims of third parties and also from legal defense costs (e.g. court and lawyer's fees) which could be asserted against Armacell or a third party beneficiary on the basis of the uploaded photo.

If the participant realises at a later stage that he/she has uploaded content to which he/she does not hold the exclusive copyright, he/she must inform Armacell of this immediately. For this purpose, he/she has to send an e-mail to info.de@armacell.com.

The participant acknowledges that this photo challenge may be promoted via social networks such as, in particular, Facebook, but also Twitter and Instagram ("Platform Provider"), which, however, are not involved in the organisation or implementation of this Photo Challenge and have not sponsored, approved or administered it, and in this respect releases the Platform Provider from any liability.