

Digital Asset Management System Terms and Conditions

Overview

All assets are free to use as long as these terms and conditions and licence rules are followed.

All assets must be used only to promote Ireland as a tourist destination.

All assets must not be used in paid advertising nor commercial non-tourism related enterprises without the permission of Failte Ireland and Tourism Ireland.

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1. General Information

1.1 The Digital Asset Management System ('the System as defined below) is owned and operated jointly by the National Tourism Development Authority, otherwise known as Fáilte Ireland a statutory body established by the National Tourism Development Authority Act, 2003, whose principal place of business is at 88-95 Amiens Street, Dublin 1) and Tourism Ireland Limited having its registered office at 5th Floor, Bishop's Square, Redmond's Hill, Dublin 2 (referred to herein as 'Tourism Ireland', 'Fáilte Ireland', 'We', 'Us', 'Our' or 'Ours'). The purpose of these Terms and Conditions of Use (the 'Terms') is to set out the provisions upon which the users of the System (referred to herein as 'You' , 'Your', 'Yours') or the 'User(s), are permitted to view, download, upload and use the content on the System (referred to as 'Content') either purchased by Fáilte Ireland or Tourism Ireland or provided free of charge by tourism businesses and others, so that You may use the Content solely for the purposes of promoting Ireland (the 'Purpose'). The Content is provided in good faith for general Marketing and Communication Use for the Purpose only, and use of same for classic advertising in the mass media, commercial distribution, or any other use commercial use outside of the Purpose (including the creation of new products such as books, calendars, postcards, etc.,) is strictly prohibited. (More detail in section 4.4.) You should read these Terms carefully as, amongst other things, they clarify the limitations of Our liability to You and govern the agreement between You and Us. **If You do not agree to these Terms You must not use the System, the Content or the Services or upload any content or assets and must leave this website immediately.** If You have any questions, complaints or comments concerning these Terms, the System, its Content or Services, You may contact Us at info@irelandscontentpool.com

2. Acceptance of Our Terms

2.1 By accessing the System on the Website or using any Service or Content or by uploading any content or assets, You agree to be bound by these Terms. You also accept and agree to adhere to the license terms to the software on the System, (referred to herein as the 'Access Software'). In addition, certain additional rules are specific to individual Assets, and any such rules published on the System shall be deemed incorporated into these Terms and are accepted by You. These Terms apply to all users of the Website. The Website may contain links to third party websites that are not owned or controlled by Fáilte Ireland or Tourism Ireland. We have no control over, and assume no responsibility for, the content, privacy policies or practices of any third party websites. In addition, We will not and cannot censor or edit the content of any third party site. By using this website, You expressly release Us from any and all liability arising from Your use of any third party website.

2.2 Changes to Our Terms: We reserve the right to review and revise these Terms from time to time. You should therefore check the Site from time to time to review the current Terms because they are binding on You. The date of the most recent revisions will appear on this page. If material changes are made to the Terms, we will notify you by placing a prominent notice on the Site. We encourage You to review the Terms whenever you visit Our websites.

2.3 Defined Terms: Words set out in these Terms starting with capital letters have the following meanings: 'Content' or 'Assets' means all of the content featured or displayed on this Site, including, without limitation all text, graphics, data, images, sounds, illustrations, video footage and the selections and arrangements of such materials provided by Us via this Site; 'The Digital Asset Management System' means the website www.irelandscontentpool.com and its contents. 'IPR' means intellectual property rights which include, but are not limited to, copyright, moral rights, registered designs, patents, trademarks, service marks, brands, design rights (whether registered or unregistered) semiconductor rights, database rights, trade secrets, rights of confidence and all other similar rights (including applications for the registration of any of the foregoing rights) and all other renewals and extensions thereof in any part of the world; 'User' means a user of the Site, who uses the Services and obtains Content; 'Services' means the services such as the access, software, tools, support and Content provided to Users via the System; 'Supplier' means a third party who contributes and provides Content or Assets to the System for display and usage by Us and other Users; 'System' means this online platform with its directly associated webpages.

2.4 Access

2.4.1 Registration and Account: In order to access the System's Services and Content You must: (a) be aged 16 years or over; (b) have accepted Our Terms; (c) have provided Us with complete and accurate information for the registration; and (d) have received a confirmation of the creation of your 'Account' from Us onscreen via the system. By registering with Us, You warrant that the information given for Your Account (together with any other information which You may from time to time provide to Us, whether as part of the registration process or otherwise) is complete, true, accurate and not misleading in any way. You are responsible for notifying Us of any changes to such information in order to ensure that it remains up-to-date. Certain Content or Services may be made accessible or non-accessible to certain Users, for instance by establishing different access levels differentiating between certain groups of Users, at Our sole discretion.

2.4.2 Username and Password: You must keep Your Username and Password details secure at all times. You are responsible for all activity that occurs on Your Account, whether impliedly or expressly authorised by You or not. You must immediately notify Us of any authorised use of Your Account. You may be liable for losses incurred by Us or any other User of or visitor to the Site due to someone else using Your Account. You must not use an Account belonging to someone else. We will not be liable for any loss or damage arising from Your failure to comply with these obligations. We will not modify Your Username without consulting You.

2.4.3 Termination and Suspension: You may cancel Your Account at any time by contacting info@irelandscontentpool.com You agree that We may, at Our sole discretion, without the need to give reasons and without prior notice, suspend or terminate Your Account and/or access to the Site, System, Content or Services in its entirety or in part upon written notice (48 hours) at any time, if We determine or have reasonable grounds to suspect that You have breached these Terms.

3. Copyright, trademarks and other intellectual property rights

3.1 Any Content and Services of the System, including the Content and Services provided from Suppliers and including the Access Software, is protected by copyright, moral rights, registered designs, patents, trademarks, service marks, brands, design rights, semiconductor rights, database rights, trade secrets, rights of confidence and other similar rights ('IPR').

3.2 All IPR subsisting in the System and its Content or Services is - unless stated otherwise on the Website or in these Terms & Conditions - either owned by Us or licensed to Us. All rights remain reserved to Us or, if provided by a third party, to such third party (and even if any such Content or Service is not explicitly identified to be legally protected or registered, this does not imply any waiver by Us or the Third Party (if applicable) of applicable intellectual property rights with respect to any such Content or Service in its entirety or parts thereof).

3.3 You may not reproduce, copy, post, republish, broadcast, record, transmit or edit any Content, materials or part(s) thereof without Our express prior written consent, nor do or attempt to do anything which infringes Our IPR or any IPR licensed to Us or owned by a third party. The same shall apply to ideas and concepts that the Digital Asset Management System, any of its Content or Services is based on, even if not protected by IPR law. You may only use the Content and any IPR associated with such Content for the Purpose. In relation to editing rights please note that Images may not be edited at all. BRoll footage may be edited.

4. User's Rights and Obligations

We grant You and other Users the right to access the System and to use the Services and Content as made available from time to time solely for the Purpose. You may download or copy Content or retrieve Services from the System for general Marketing & Communications Use in form of **non-commercial** viewing, copying and sharing, where technically allowed, as defined herein below. Content may be used, edited (excluding Images), copied and modified by You, to the extent and in such form as necessary for Your editorial use (hereinafter 'Marketing & Communications Use') solely for the Purpose, subject to the following conditions:

4.1 Licensed Rights: We hereby grant You, free of charge, the following non-exclusive, non-transferable, non-sub licensable rights: (iii) the right to edit and adapt the Content (excluding Images) and the right to combine or link the Content with other material,

provided that the integrity of the Content is not compromised; and (v) the right to publish and reproduce the Content an unlimited number of times in print. The Site is owned by Us and intended for authorised users of the Site. Unless otherwise indicated, all of the Content featured or displayed on the Site, including without limitation all text, graphics, data, images, sounds illustrations and the selection and arrangements of such materials are owned by Us or our Licensors. You may not use the Site/System or Content for any purpose not related to your business and the authorised uses for such content. You are specifically prohibited from (a) downloading, copying, or re-transmitting any or all of the System or the Content without, or in violation of a written license or agreement with Us; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Site or Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing or attempting to register, subscribe or unsubscribe any party for any of Our products or services if You are not expressly authorised by such party to do so and (e) using the Site or content other than for its intended purpose. Such unauthorised use may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity and applicable Communications Regulations and Statutes as amended, extended or replaced from time to time.

4.2 License Period: The License Period shall be one (1) year commencing on the date of download, unless an expiry date is specified within the Asset's information which falls earlier than one year. Each year, subject to Your ongoing compliance with these Terms and Conditions You may check if the Asset is still available for download from the System under the same terms and conditions, and You may continue to use it if this is the case.

4.3 License Territory: worldwide.

4.4 Excluded Rights: For the avoidance of doubt, the following rights are expressly excluded from Your right to use the Content and/or Services without our permission: (i) Above-the-Line (ATL) promotion rights, i.e. the right of classic advertising in the mass media such as newspaper or TV ads, posters/billboards on the streets etc. (ii) Commercial distribution rights, i.e. the right of selling, licensing or sublicensing the Content against a fee to third parties, e.g. through sub-distributors and/or sales agents in various markets and distribution channels. (iii) Any further use of the Content or the Services, in particular any use for third parties' or Your own interests, activities, services or product (including the creation of new products such as books, calendars, postcards, etc.), even within the scope of the licensed rights, is strictly prohibited.

4.5 Credit: You will credit Fáilte Ireland, Tourism Ireland or the relevant ~~photographer~~ creator where content is used in the media communications. Please note when downloading more than one asset that each one may have a different copyright owner and therefore You must check the copyright details for each one.

4.6 Notification and Sample: You will deliver to Us a notification regarding any media or press use, with details of where the Content or Service used by You can be found, and will provide us with a sample of the final version in electronic format via e-mail to the following e-mail address: info@irelandscontentpool.com

4.7 Your obligations: You agree that Your obligations in connection with the Site, the Content and Services include that:

(i) You must not copy, reproduce, republish, publicly display, translate, offer, transmit, upload or distribute in any way (including 'mirroring') any part of the Site or any Content or Service to any other computer, server, website or other medium for publication or distribution, except as expressly provided in these Terms or otherwise agreed to by Us in writing;

(ii) You must not use the Content or Services for commercial uses, including without limitation the sale of access to the Site, Services or Content, except as expressly provided in these Terms or otherwise agreed to by Us in writing;

(iii) You must not modify, alter or adapt any part of the Content or Services (each an 'Adaptation') without Our prior written consent;

(iv) You must not modify, decompile, reverse engineer, disassemble or create derivative works based on any software, including the Access Software, on the Site;

(v) You must not (or attempt to) hamper, disable, interfere or attempt to interfere with the Site or System or any part of it (including its security-related features or any transaction as may be concluded on the Site) or in any way reproduce or circumvent the navigational structure of the Site, to obtain or attempt to obtain any Content or Service through any means other than as intentionally offered under the System or deep link or employ software or any automatic device, technology or algorithm, to 'crawl', 'scrape', search or monitor the System and/or retrieve or copy Content or related information;

(vi) You must not cast a negative light on Us, on Ireland, or on Irish tourism businesses. You shall in particular refrain from using any Content in connection with: (a) illegal products, content, services or materials; (b) any products, content, services or materials concerning or relating to obscenity, pornography or similarly adult-themed material; (c) any libellous or generally defamatory content; (d) any coverage of crime, antisocial behaviour, accidents or catastrophes; and/or (d) countries other than the Island of Ireland;

(vii) You must not use the System, Content or Services for any unlawful purpose or with any unlawful material (such terms to include, but not be limited to, any pirated software or any material which is obscene, threatening, malicious, deceptive, harmful, abusive, defamatory, intimidating, discriminatory) or which breaches the rights (including, but not limited to IPR) of Us and/or any third party or which encourages or procures any criminal activity or contains any virus or other harmful code or script;

(viii) You must not probe, scan, or test the vulnerability of the System or of the supporting network supporting, or seek information on visitors to this Site.

4.8 Assignment: These Terms and any rights and licenses granted hereunder may not be transferred or assigned by You without Our express prior written consent but may be assigned by Us without restriction.

4.9 Indemnity: You agree to fully indemnify and hold Us, Our affiliates, officers, directors, shareholders, employees and agents harmless in respect of any and all liabilities, damages, claims, actions, expenses, demands or costs (including any legal fees in relation to such claims or damages) incurred by Us arising from, or in connection with, Your use of (whether by uploading or downloading) and access to the Site, System, Content or Services, including any breach or suspected breach of these Terms or Your violation of any law or infringement of third party rights including without limitation any copyright, property, or privacy right.

4.10 In the event that You become aware of any actual or alleged infringement of third parties' rights by any Content or Service, You shall: (i) immediately notify Us in detailed writing and cease using the affected Content or Service; (ii) not make any admission as to liability; (iii) allow Us to take sole control of any claim; and (iv) provide Us with all assistance as may be requested in relation to the infringement, including using best efforts to minimise the negative effect of the infringement.

USER CONTENT

This Site may from time to time enables You and other users to submit content and other user-supplied content ("User Content"). You must ensure that You have all necessary rights (including all appropriate and necessary licences, and/or model, location and creator releases) to submit or supply the User Content to this site. Please note that images of people or privately-owned property must not be submitted without the relevant release licence documentation.

By creating, modifying, transmitting, uploading or submitting any User Content, You hereby:

- a. grant Us a non-exclusive, royalty-free, fully paid, worldwide, perpetual irrevocable licence to publicly display, communicate to the public and make the User Content available (by all means and in any media now known or hereafter developed) to other users of this Site and other users of our services in such manner as We may permit from time to time; and
- b. acknowledge and agree that no royalties or other remuneration will be paid or payable to You for Your User content, or for the granting of the rights described above.

You are solely responsible for the User Content that you make available through the Site. You therefore represent and warrant that any User Content you make available:

- a. does not infringe any copyright, privacy right or any other right of any third party and
- b. does not contain any matter that is defamatory, offensive, unlawful or that may damage the reputation of Fáilte Ireland, Tourism Ireland or the Irish tourism industry.

We have no obligation to You to make this Site or any User Content or Assets available. We may in Our absolute discretion, remove any User Content or assets at any time. We may at any time edit, refuse to display or remove any part of this System (including Your User Content) as We deem appropriate.

5. Disclaimer and Limitation of Liability

5.1 We make no express or implied representations or warranties of any kind (and all representations and warranties are expressly disclaimed to the fullest extent permitted under applicable law) with respect to the accuracy, quality, timeliness (including in respect of delivery), operability, or completeness of the System, Services, Content or towards the non-infringement of industrial or intellectual property or any other rights of third parties or the fitness of the Content for a particular purpose or that any use of the website will be free from any interruptions, delays, inaccuracies, server down-time, errors or omissions or will be secure, or free of viruses, worms or other harmful components. Any decisions or action taken by You on the basis or in relation to the information, Content or Services provided on or via the System are at Your sole discretion and risk.

5.2 You acknowledge and agree that You access and use the System, Content and Services at Your own risk on an 'as is' and 'as available' basis and that We are not liable for any errors or omissions in any Content, Service, any availability or delivery (including without limitation whether caused by interruption, deletion, delay in operation, transmission, communication line, errors, omissions or bugs, computer viruses, trojan horses or the like, or other harmful code or script), nor any damages related thereto.

5.3 We do not warrant that the System, the Content or the Services will be error-free or uninterrupted or that defects will be corrected. We reserve the right at any time and

without notice to remove the System, Content or Services (or part thereof) for whatever reason, or to interrupt the operation of the System, Content or Services (or part thereof) as may be necessary to perform routine or non-routine maintenance, error correction or other changes.

5.4 We may sometimes provide hyperlinks and/or references to other sites that are not owned or controlled by Us. We accept no responsibility or liability for any material supplied by or contained on any third party site or system which is linked from or to Our System. Neither are We responsible for any third party's system and You visit such System entirely at Your own risk.

5.5 In any event, to the fullest extent permitted by applicable law, We (including but not limited to Our directors, officers, employees, partners, licensors, agents or other representatives) shall not be liable for any damage or loss of any kind, whether direct or indirect, compensatory, consequential, exemplary, special, incidental or punitive, including, without limitation, damages for loss of profits, revenue, income, goodwill, use, data, or other intangible losses or damages that You may suffer as a result of a failure by Us to deliver the Content or Services for any reason, including but not limited to access delays or interruptions, data non-delivery or mis-delivery, failure to deliver the Content or Services due to server failure or any event of force majeure including without limitation, acts of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and/or failure or lack of reception of networks. The exclusion set out in this section shall apply even in the event that the loss or damage suffered by You was or should have been foreseen by Us and/or You told Us of the risk of You suffering the loss or damage in question.

5.6 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation, or for any other type of liability which cannot be limited or excluded by applicable law.

5.7 Nothing in these Terms shall affect any statutory rights which You may be entitled to as a consumer.

5.8 The System contains an extensive archive of Content. Accordingly, certain Content may describe or depict persons, institutions or events that reflect social attitudes, beliefs and circumstances of a particular place and/or time that may be viewed as insensitive, offensive or inappropriate by you, or the community in or to which you intend to publish, transmit, display or broadcast such Content. We shall not be liable or responsible to you, or any other person or entity with respect to such Content.

6. Data Protection and Privacy Policy

6.1. Information, data and material, which You provide to Us as part of the registration process or thereafter, as well as other information, data and material, which You may supply to Us is subject to Our Data Protection and Privacy Policy, incorporated here into these Terms.

6.2 We only collect and use individual user details where we have legitimate business reasons and we are legally entitled to do so. We collect information on our users: i) through use of the System. We collect IP addresses from visitors to the System (an IP address is a number that can uniquely identify a specific computer or other network device on the internet). This allows us to identify the location of users, to block disruptive use and to establish the number of visits from different countries. ii) through registration. To register a user for our Service, we need to collect information such as, at a minimum, an email address and a password. We also ask some further questions (such as company name and user type), so we can gain a clearer understanding of what you are interested in, in order to improve our Service in the future. (You can update your personal information held by Us at any time.)

6.3 Use of cookies: When you visit the System, we automatically send your computer a tiny text file called a 'cookie'. A cookie is a piece of information placed on your computer's hard disk that identifies your browser software to a website. By telling us who you are, it allows us to make your experience on the website a more personalised one and gives us more information as to how to make the site more useful to you. It can also save you from having to register and log in every time you use the website and allows you to maintain collections. As the System evolves, we will be able to provide you with additional levels of service based on our ability to recognise you via your cookie. Our use of the cookie is limited to your activities within the website and does not have any other effect on your computer or your other activities on the Internet. We do not disclose information stored in your cookie to third parties. Users have the opportunity to set their computers to accept all cookies, to notify them when a cookie is issued, or not to receive cookies at any time. The latter option means that certain personalised services cannot then be provided to that user.

The cookies that we use are purely functional and allow the following information to be retrieved:

- Date of your last visit (retained for no more than 365 days)
- Session cookie to log your session and only retained for the length of the session
- A 'Remember' cookie is set when the user logs in and only if the Remember Me function is activated – expires after 365 days.

6.4 We may contact you: i) for administration reasons related to the service to which you have signed up (e.g. to provide you with password reminders or to provide you with information about changes to this Service), ii) to notify you that information in relation to a particular Asset that you have downloaded has been altered, or that usage permissions in relation to it have expired, iii) in response to any contact you have made with us, iv) to invite you to participate in surveys about our services (participation is always voluntary). We will not use your personal information for any other purpose other than the reason it was provided.

6.5 While no data transmission over the Internet can be guaranteed to be 100% secure, We do Our utmost to protect user privacy through the appropriate use of the security technology: We ensure that We have appropriate physical and technological security measures to protect your information; and We ensure that when we outsource any processes that the service provider has appropriate security measures.

6.6 We will not share your personal information with others for marketing purposes (such as to send communications by e-mail). However, We do reserve the right to access and disclose personal data to comply with applicable laws and lawful government requests, to operate Our systems properly and to protect both Ourselves and Our Users. We may also use service providers to help Us run the Site or services available on the Site. Any third parties who access Your data in the course of providing services on Our behalf are subject to strict contractual restrictions to ensure that Your data is protected, in compliance with data protection legislation.

6.7 If You would like to obtain a copy of the personal data we hold on You, or have any queries regarding Fáilte Ireland's or Tourism Ireland's use of personal data, please contact us at info@irelandscontentpool.com

7. Termination, Severance, Governing Law and Jurisdiction and Miscellaneous

7.1 Notwithstanding any of these Terms, We reserve the right, without notice and at its sole discretion, to terminate Your account and/or block Your use of the System and the Site.

7.2 Severance: Each of the provisions in this Agreement are distinct and severable, and if any provision, or part of a provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority, it shall to that extent be deemed not to be part of this Agreement and the enforceability, legality and validity of the remainder of this Agreement will not be affected.

7.3 Governing Law and Jurisdiction: This Agreement shall in all respects be construed in accordance with Irish law, and the Parties hereto submit to the exclusive jurisdiction of the Irish Courts. Access to the System is not being offered to any person in any jurisdiction where such offering would be illegal or unlawful. We control and operate the System from our offices in Dublin, Ireland. We do not claim that the System and/or Content or Services are appropriate or available for use in locations other than in Ireland. If You choose to access this website from other locations, You do so at Your own initiative and will be solely responsible for compliance with any applicable local laws.

7.4 Any waiver of any provision of the Terms will be effective only if in writing and signed by Us. If any clause in these Terms is found to be unenforceable, whenever possible this will not affect any other clause and each will remain in full force and effect, Any rights not expressly granted herein are reserved.
