

## **Terms of Service of the Internet Portals**

[www.c-collection.org](http://www.c-collection.org) and [www.c-collection-newtalents.org](http://www.c-collection-newtalents.org)

The Internet Portals [www.c-collection.org](http://www.c-collection.org) and [www.c-collection-newtalents.org](http://www.c-collection-newtalents.org) are conducted by C-Collection Trust (Foundation according to law of the country of Liechtenstein), Pradafant 7, 9490 Vaduz, Liechtenstein (below called “C-Collection”).

Submissions and participation in the interactive content of the portal requires the registration and creation of a user account. The mere access of published contents does not require a registration.

### **Terms of Use**

#### **1. Prerequisites for the publication of submissions**

##### **1.1. Submission of Works**

C-Collection provides artists (senders) with the possibility to present picturesque and/ or multimedia works to an undetermined number of viewers in the portal via digital publication.

The sender agrees to the terms of use by submitting a work.

Submissions take place by uploading to the website. The works can be submitted in the following formats: jpeg-files (file extension .jpg or .jpeg), ideally with a resolution of 72dpi, flash video-files (file extension .flv), ideally not bigger than 10MB.

##### **1.2. Rights of Use**

By submitting works the user hereby grants C-Collection a worldwide, nonexclusive, royalty-free, sublicenseable and transferable license to use, unrestricted by time or place, to publish submitted works online on [www.c-collection.org](http://www.c-collection.org) and [www.c-collection-newtalents.org](http://www.c-collection-newtalents.org), display, transmit, reproduce, distribute and use without limitation for promoting and redistributing.

The sender agrees to possible adaptations or abridgements in line with the presentation of the work in the portals. There is no entitlement to retention of certain resolutions.

##### **1.3. Permissions and Restrictions**

By submitting works the sender assures that all submitted files are © to the sender and that rights of third parties do not oppose the rights of use as per paragraph 1.2.

The sender is liable for all damage and/ or loss for C-Collection arising from third parties through copyright infringements or other industrial property rights in reference to the submitted works. This includes legal costs in connection to lawsuits.

If the multimedia works or part of the works is subject to tolls of collection societies (GEMA, SU IS A, AKM etc.), the sender is bound to bear costs that derive from the publication, reproduction, distribution and display.

- 1.4. Submitting unlawful content is forbidden especially that which is offensive, racist, pornographic, and discriminatory or which glorifies violence.
- 1.5. The administrators of C-Collection reserve the right to decide whether the submitted works are published or not. There is no entitlement to publication. Works that oppose the terms of use will not be published. This also applies in case of doubts about the originality or copyright or in case of a possible violation of the rights of third parties. There is no legal recourse if C-Collection refuses the publication of submitted works.

## 2. Opening of User Accounts

- 2.1. The sender has to register online to submit works. Thereby a user account will be created whereby mandatory and optional details need to/ can be provided.

The user is bound to provide any personal data truthfully. The registration with a pseudonym is forbidden. Furthermore an existing e-mail address, registered on the user, needs to be entered.

- 2.2. Access to the user account is password protected. The password is determined by the user. The user must keep the account password secure and is solely responsible for any breach of security and unauthorized or improper use of the account.

## 3. Privacy

- 3.1. All information provided by the user is strictly confidential and only used for the purpose of the internet portals [www.c-collection.org](http://www.c-collection.org) and [www.c-collection-newtalents.org](http://www.c-collection-newtalents.org). The collected data are exclusively saved and processed on C-Collection servers in Germany. C-Collection will never release any personal information about the user to third parties without permission.
- 3.2. Collecting, processing and using of personal data is bound to statutory copyright provisions (in Germany: Federal Data Protection Act and Tele Services Data Protection Act).
- 3.3. The sender/ user has the right to access information, rectification and erasure of his/ her personal data by sending such a message by mail or e-mail to C-Collection.
- 3.4. By creating a user account the user agrees to the recording and using of his/ her personal data.

## 4. Miscellaneous

- 4.1. C-Collection reserves the right to change the terms of use or terms of submitting works. The sender/ user will be notified about such changes per e-mail. The user

account and the further submitting of works will be suspended until the user agrees to the revised terms of service.

- 4.2. The use of the internet portals [www.c-collection.org](http://www.c-collection.org) and [www.c-collection-newtalents.org](http://www.c-collection-newtalents.org) and these terms of service are liable to German law.
- 4.3. If one of the provisions of these terms of service becomes ineffective or impracticable, the remaining provisions will remain in force. The parties undertake to replace the ineffective or impracticable provision by a different ruling that comes closest to the intention underlying the ineffective or impracticable provision.
- 4.4. With its internet portals [www.c-collection.org](http://www.c-collection.org) and [www.c-collection-newtalents.org](http://www.c-collection-newtalents.org), C-Collection makes no guarantee of availability of service.
- 4.5. C-Collection's services are provided on an "as is" basis without warranties of any kind, either expressed or implied. There are no entitlements to certain substances.