

**VISIT GREENLAND A/S**

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**VISIT GREENLAND LICENSE AGREEMENT**

*This is a translation of the original Danish language version of the license agreement text. When in doubt or in cases of dispute the original license in Danish is authoritative. This license agreement is governed by Greenlandic law and with the jurisdiction of the Greenlandic court.*

With this license agreement Visit Greenland A/S grants the licensee a non-exclusive, free right of use to the image or video recording/clip (hereafter named 'recording') directly related to this download on photos. [visitgreenland.com](http://visitgreenland.com).

By downloading or in any other way spreading the image/recording associated with this agreement, the licensee hereby accepts this license agreement with Visit Greenland A/S about the use of the image within the limits described in this license agreement.

The licensee is the person downloading and using the image/recording. In cases where the licensee is a physical person employed within a company or organization using the image/recording, Visit Greenland A/S grants the rights to a wider license use. This means that other persons employed in the company or organization may use the image/recording based on the license agreement.

Visit Greenland A/S grants the licensee the right to use the image/recording for limited commercial use within the restrictions described in this license agreement. The license is non-transferable and the image/recording associated with this specific license cannot be sublicensed or sold to others by the licensee.

**LICENSING SCOPE**

The right of use to the image/recording in this license agreement is not exclusive to the individual licensee, and Visit Greenland A/S allows an unlimited number of simultaneous uses of the image/recording with different licensees.

The image/recording associated with this license agreement can be used in both electronic and print media in all available sizes and without limitations for each licensee in any number of parallel uses. There is no time limit on the rights of use for the image/recording.

There are no geographical or linguistic limits to the contexts of use of the image/recording associated with this license agreement.

The license does not allow the licensee to crop, manipulate, edit or in any other way change the image in the license agreement without prior consent from the copyright owner. A recording may be shortened, but not color graded. Cropping must be kept at an absolute minimum, according to the aspect ratio or other necessary technical specifications used in the specific video production.

**LICENSEES WITHIN THE EXPERIENCE ECONOMY**

The agreement with Visit Greenland A/S grants experience economy licensees (within and outside Greenland) the right to use images/recordings freely both non-commercially and commercially. Images/recordings used commercially are to be used only for marketing purposes and within a context clearly related to tourism products in Greenland. See definition of 'experience economy' in the section below.

### **LICENSEES IN PRESS / NEWS MEDIA**

Greenlandic and international press / news media may use the images/recordings for editorial purposes - i.e. only as part of editorial content (such as an article) that is clearly related to Greenland.

NB: The photographers have sold their work to Visit Greenland under the protection of Danish and international intellectual property law, which states that their images/recordings must always be attributed to the photographer, and must never be used in a context that is offensive to the photographer. Examples of this might be where named persons, companies or organizations express strong personal and/or political opinions.

### **LICENSEES - EDUCATIONAL INSTITUTIONS AND THE PUBLIC SECTOR**

Employees and students at educational institutions within and outside of Greenland, as well as employees within the public sector in Greenland and Denmark, may freely use images / recordings, but exclusively for non-commercial purposes.

### **DEFINITION OF EXPERIENCE ECONOMY**

Visit Greenland A/S defines companies and organizations working within the experience economy on the Greenlandic market as:

- Domestic and foreign tour operators and tour providers
- Hotels, lodges, hostels, and other registered accommodations
- Companies transporting guests to, from, and within Greenland
- Domestic and foreign travel agencies and travel agents
- National and international trade and membership associations
- Domestic tourist offices and destination management offices.

### **CREDITING**

Proper, visible credit must be given with each use of the image/recording in this license agreement both electronically and in print. Generally on every photo the photographer's name must appear on the photo, followed by 'Visit Greenland' like "*Photo: Mads Pihl, Visit Greenland*", and thus in accordance with international *droit moral* standards. When using recordings the credit must appear in the end credits.

Any instance of lack of credits is considered a breach of the license agreement and this will lead to the copyright owner's demand of a suitable compensation based on the pricing of the photographer in question.

The copyright owner can make further demands to the licensee based on the rights of the copyright owner in relation to copyright law.

The extent of such compensation and any other demands put forth by the copyright owner is a matter directly between the copyright owner and the licensee. Visit Greenland A/S is not responsible for any copyright violation, by the licensee, of an image/recording used under the license agreement.

### **GENERAL LICENSE RESTRICTIONS**

The license agreement does not grant the licensee any rights to use the image/recording commercially outside of a Greenlandic context.

If the licensee wants a wider license, this needs to be negotiated directly between the licensee and the photographer as copyright owner, since this falls outside the scope of the licensing terms between Visit Greenland A/S and the photographer. It is in this context that we refer to the meaning “limited commercial” use.

On top of the restrictions on end users in this license agreement, neither Visit Greenland A/S nor end users can:

- Sell, sub-license, transfer, or in any other way pass any rights on that are granted in this agreement.
- Use the images as part of a trademark or logo.
- Use the images on physical goods for sale.
- Distribute, post, or upload images online in a format that makes them downloadable in the form uploaded - apart from on photos.visitgreenland.com,
- Use the images in any kind of message related to party politics or individual politicians.
- Use the images in pornographic, defamatory, libelous, or any other illegal context, both directly and in relation to other materials.
- Use the images in a manner where it is obvious against the interests of Visit Greenland or Greenland.

### **BREACH OF CONTRACT**

Any breach of this license agreement will lead to immediate termination of the rights of use granted to the licensee in any context where the image/recording in question has been used, and irrespectively of whether other uses of the image/recording do not constitute a breach of contract.

In the event of termination of this license agreement, the licensee is not entitle to any compensation for damages of any kind occurred of this termination .

When the license agreement ends or is terminated the licensee agrees to immediately remove or revoke any electronic or printed uses of the image/recording.

**Nuuk, October 4. 2018**