

TROPICAL NORTH QUEENSLAND DIGITAL ASSET MANAGEMENT TERMS & CONDITIONS

Tourism Tropical North Queensland is the destination marketing organisation responsible for promoting Tropical North Queensland as a preferred travel destination worldwide. As the official tourism organisation, we have a number of digital assets which showcase the spectacular beauty of our destination. These assets are for use by member businesses of Tourism Tropical North Queensland and in promoting Tropical North Queensland as a travel destination.

Tourism Tropical North Queensland purchases rights and leases assets for our online galleries and manages a large volume of quality, high-resolution images and footage. These rights-protected assets may be used royalty free at no cost provided usage meets our Digital Asset Usage Guidelines below. Tourism Tropical North Queensland is the owner of all copyright and intellectual property rights in all content contained in the Media Library unless otherwise noted in the description of the material.

Download quota limits do apply and cannot be exceeded, without approval, once achieved. Costs may be incurred for increases to this quota.

By downloading or otherwise making use of, any of the content from Tourism Tropical North Queensland's Digital Asset Management system, you expressly agree to be bound by these terms and conditions.

In this Agreement, "you" refers to and includes you, your principal and any third party as the context permits.

GRANT OF LICENCE

1. Tourism Tropical North Queensland grants to you, and your principal if you are licensing on behalf of another person, a non-transferable and non-exclusive licence to use the Asset you have selected on the terms and conditions of this Agreement.

SCOPE OF LICENCE

2. The Asset may be used only for the purpose described in your application and authorisation notification or as otherwise notified to Tourism Tropical North Queensland.

LIMITATION OF LICENCE

3. Defamatory, libellous, scandalous, misleading, pornographic or otherwise unlawful use of the Asset is prohibited.
4. The use of any logo or trademark appearing in the Asset must be used in a manner permitted by the logo or trademark owner. This licence does not grant any rights to use any logos or trademarks.

5. You shall not copy (electronically or otherwise) the Asset except for the purpose described in your application and authorisation notification.
6. You shall not alter, modify or adapt an Asset without prior consent.
7. You shall not disclose the Asset to any third party without prior consent and you shall take all reasonable efforts to prevent the disclosure of the Asset to an unauthorised third party and/or the use of the Asset by an unauthorised third party.
8. The rights and permissions granted to you under this Agreement are personal. Except as specifically provided in this Agreement, the Asset may not be assigned, transferred, sublicensed or re-sold or otherwise made available for use or distribution separately or detached from a product or web page.
9. One copy of the Asset may be made for backup purposes only but may be used only if the original Asset becomes defective, destroyed or otherwise irretrievably lost. The Asset must not be downloaded to create, establish or form any part of an online interactive stock photo library.
10. Any use of an image(s) provided by Tourism Tropical North Queensland shall convey no ownership, right, or privilege to the user beyond what is stated in these Terms and Conditions.
11. By using the images provided by Tourism Tropical North Queensland, you agree to defend, indemnify and make whole Tourism Tropical North Queensland for any claims, lawsuits or demands against Tourism Tropical North Queensland regarding improper use or credit resulting from user's use of any image herein.

DIGITAL ASSET USAGE GUIDELINES

1. Our digital assets may be used by:
 - Member businesses of Tourism Tropical North Queensland
 - Travel and tourism trade media
 - Conference and Incentive professionals and major and regional event organisers who are working with Tourism Tropical North Queensland to attract or promote an event within the region.
 - Travel professionals who are working with Tourism Tropical North Queensland and are promoting Tropical North Queensland as a leisure destination in their campaigns and initiatives.
 - Film Professionals who are working with Tourism Tropical North Queensland to promote Tropical North Queensland as a location for on location filming.
 - Governmental bodies or councils engaged in tourism promotional activities.
 - Other organisations may be eligible to use our digital assets upon approval by Tourism Tropical North Queensland staff

12. Our digital assets may be used for the following purposes:

- For any relevant purpose by member businesses.
- Sales and marketing campaigns promoting travel to and within Tropical North Queensland, including tactics such as advertising in the form of newspaper, magazine, online, tradeshow and outdoor, print materials, travel professional destination brochures, social media, websites for Tropical North Queensland based conferences as well as blogs and websites.
- Editorial coverage by travel and trade media.
- Film or video coverage prepared by film professionals who are working with Tourism Tropical North Queensland to promote Tropical North Queensland, including:
 - Still photography (car shoots, ads, fashion catalogues, etc)
 - Industrials, infomercials & corporate videos
 - Reality Television
 - Music Videos
 - Commercials
 - Features
 - Television Series & Movies
 - Student Projects

13. Our digital assets may not be used for, without prior approval:

- Any commercial purpose outside of tourism promotion by non-member businesses.
- Commercial advertising of non-member business products including advertising supplements within newspaper and real estate materials.
- Placement on souvenirs, commemorative books, guidebooks, DVD's or others consumer goods such as clothing for retail or resale.
- Fundraisers for causes, charitable organisations or political organisations.
- Any way that is deceptive, misleading, defamatory, and discriminatory or reflects negatively on Tourism Tropical North Queensland.

MORAL RIGHTS, COPYRIGHT AND USAGE

14. All users must read and review the individual rights and permissions of each photo or video asset they wish to download and use. At minimum, all photos and video must credit with: 'Photo(s) courtesy of Tourism Tropical North Queensland

15. Use of assets on social media requires credit by mentioning Tourism Tropical North Queensland in the caption and tagging in the relevant image. Our social media profiles are available in our Brand Book

16. It is acknowledged that the photographer of the Asset may have certain moral rights or copyright over the Asset. Where required a credit line must appear adjacent to the asset in respect of each use of the Asset.

TERMINATION

17. The licence contained in this Agreement will terminate automatically without notice from the Site Owner if you, or your Principal if you are licensing on behalf of another person, fail to comply with any provision of this Agreement.
18. Upon termination you, or your Principal if you are licensing on behalf of another person, must immediately:
 - (i) stop using the Asset, and
 - (ii) delete the Asset and all copies of it from all magnetic media and destroy all other copies or, upon the request, return all such copies to Tourism Tropical North Queensland.
19. Tourism Tropical North Queensland reserves the right to discontinue the use of any Asset for any reason and to elect to replace the Asset with an alternate Asset. Upon notice of any discontinuance of a licence for a particular Asset, the licence to use the discontinued Asset contained in this Agreement will terminate and you, and/or your Principal agree not to use the Asset in the future in any manner or form whatsoever.

For further information, please contact: image.gallery@ttnq.org.au