



General Terms and Conditions of Use

As of February, 4th, 2016

1. Acceptance of the General Terms and Conditions

The present general terms and conditions of use (hereinafter, “General Terms and Conditions”) set out the conditions applicable to the use of the content of the present press space (hereinafter, “Espace Presse”) and made available to a User by the Fondation du Festival de Jazz de Montreux (the Festival Foundation, hereinafter “FFJM”). The User affirms having read, and fully accepted without reservation to comply with, the General Terms and Conditions.

FFJM reserves the right to modify these General Terms and Conditions at any time and without notice. It is therefore the User’s responsibility to regularly consult the General Terms and Conditions.

2. Access to the “Espace Presse”

Within the meaning of the present General Terms and Conditions, the term “User” refers to any person who accesses and consults the Espace Presse.

A login and password are required to access the Espace Presse.

None of the content on the Espace Presse, specifically including the audiovisual and photographic content (hereinafter, the “Content”), is authorized for any use whatsoever except as expressly provided for in the present General Terms and Conditions.

The User is responsible for each and every download made using the User’s login and for any damage resulting from fraudulent usage thereof. Each and every connection and/or use of Content made using the User’s login shall be considered to have been carried out by the titular User of that login, and under the User’s sole responsibility.

FFJM reserves the right to refuse access to the Espace Presse, and also to suspend or limit access, at FFJM’s sole discretion and without notice.



3. Use of Content from the Espace Presse

FFJM grants to the User a non-exclusive license to download and make use of, free of charge, the Content on the Espace Presse, for use in illustrating articles or reports, under the following conditions:

Use of the Content must be used solely to illustrate articles or reports concerning the 50th edition of the Montreux Jazz Festival.

The scope of the use must be proportional to the purpose of illustration of articles or reports about the 50th anniversary of the Montreux Jazz Festival. If the User wishes to make use of an audiovisual excerpt in its entirety, the User must obtain the prior written agreement of FFJM.

It is the User's responsibility to ensure that Content is used in accordance with the right of quotation within the meaning of Article 25 of the Swiss Federal Act on Copyright and Related Rights ([CopA; 231.1](#)) or equivalent legislation in the countries where the Content is to be used.

In no case shall the Content be employed to illustrate articles or reports unrelated to the 50th edition of the Montreux Jazz Festival, or in any way that could harm the Festival's brand image or reputation.

In no case may the Content be used for commercial, advertising, immoral, defamatory, or offensive purposes, or in a disparaging manner towards individuals, companies, or property, or for any other purpose which would violate applicable laws in Switzerland and/or in the countries where the Content is to be used.

The rights and obligations stemming from these General Terms and Conditions may in no case be assigned or transferred by the User, either in whole or in part, free of charge or in return for payment, to any third parties, in any way and for any reason whatsoever, without the prior written agreement of FFJM.

The audio may be extracted from the audiovisual content for a radio broadcast, but may in no case be synchronized with images other than the original images from the audiovisual content.

Any use beyond the scope herein defined requires the prior written agreement of FFJM.



3.1 Use on TV

Within the limits of the conditions defined above, the User is authorized to reproduce downloadable Content for broadcast on free television stations. The User is also authorized to carry out those modifications necessary from a technical standpoint to enable the TV broadcast to be made.

3.2 Use on Radio

Within the limits of the conditions defined above, the User is authorized to extract the audio from the downloadable audiovisual content and to reproduce this audio for broadcast on free radio stations. The User is also authorized to carry out those modifications necessary from a technical standpoint to enable the radio broadcast to be made.

3.3 Use on the Internet

Within the limits of the conditions defined above, the User is authorized to display photographic content on the User's website or blog.

The User may in no case display audiovisual content on the User's website or blog without the prior written agreement of FFJM.

Following the broadcast on TV or radio of the User's article or report, the User is authorized to display on the Internet, on a free streaming basis, the entire article or report on the User's website or blog through 31 December 2016.

The User agrees to require no payment for access to the User's website or blog.

4. Period of Use

Audiovisual Content may not be used after 31 December 2016.



5. Credits

All use of photographic content on TV and/or the Internet must display the Credits enclosed in the file name.

For all use of audiovisual content linked to the present General Terms and Conditions on TV, Radio and/or the Internet, the following Credits must be mentioned: **Artist, Title of the song, Year of the concert, Montreux Jazz Festival**

Part of the audiovisual content provided by Eagle Rock Entertainment requires the use of the following credits: **Artist, Title of the song, Year of the concert, Montreux Jazz Festival – Eagle Rock Entertainment.**

6. Intellectual Property

The Espace Presse and its Content are protected by intellectual property rights belonging to FFJM or to third parties having assigned usage rights to FFJM. The usage rights assigned to the User (as set out above) shall in no case be understood as a transfer of intellectual property rights concerning the Content.

7. Exclusion of Warranties – Limitation of Liability

Access to the Espace Presse and usage of Content is under the sole responsibility of the User.

FFJM declines all liability for harm, even direct, accidental or otherwise, stemming from any use of the Espace Presse in a manner inconsistent with the General Terms and Conditions and/or applicable legislation.

The User agrees to indemnify and hold harmless FFJM against any recourse that could be brought against FFJM due to use of the Espace Presse and/or the Content in a manner inconsistent with the General Terms and Conditions and/or applicable legislation.



8. Other Provisions

Any usage of the Content in a manner inconsistent with the General Terms and Conditions exposes the User to civil and/or criminal penalties.

Failure to comply with the present General Terms and Conditions may lead FFJM to suspend or cancel the User's account immediately and without notice, and without prejudice to any claim for damages and interest.

The General Terms and Conditions are governed by Swiss law.

Any litigation related to the use of the Espace Presse or to these General Terms and Conditions will be submitted to the exclusive jurisdiction of the competent courts in Lausanne.

Contractant

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