

## **Article 1 (Scope of Terms)**

The terms (hereinafter referred to as “the Terms” ) outlined here are applicable to the download service (hereinafter referred to as “the Service” ) for photographic data in “Explore Okayama, the Land of Sunshine,” the Okayama Prefecture Official Tourism Guide (hereinafter referred to as “the Site” ), managed by Okayama Prefecture Tourism Federation (hereinafter referred to as “the Federation” ).

## **Article 2 (Intended Use)**

1. Use of photographic data is permitted only as data obtained under the Federation’ s licensing if and only if the data will be used for contribution to tourism in Okayama Prefecture. However, when downloading data, the following information must be provided (submitted).

- (1) Country name
- (2) Corporation name
- (3) Intended use (pamphlet, magazine, TV, Web, etc.)

2. Use for the following purposes is prohibited.

- (1) Secondary distribution (prohibited regardless of editing status).
- (2) Selling and distribution in work that uses the material in its production.
- (3) Use on Web sites such as portal sites listing comprehensive tourist information.
- (4) Use in mediums not intended for minors, such as adult sites.

## **Article 3 (Handling of Data)**

1. Downloaded photographic data can be used only once for any intended purpose. However, additional usage is permitted for supplementary printing and the like.

2. The editing of photographic data is generally prohibited. Editing is only allowed to the extent that the uniqueness of the photographic data is not impaired (cropping and image quality correction).

3. The sale, distribution, transfer, or lending of photographic data, in full or in part (including edited data and processed image data), to a third party, or use by a third party, is prohibited.

4. Downloaded photographic data must be discarded after use.

## **Article 4 (Copyrights)**

All copyrights for photographic data published on the Site belong to the Federation.

## **Article 5 (Compensation for Damages)**

1. Use of the Service is assumed to be at your own risk.
2. The Federation assumes no responsibility for damages brought about by use of the Service.
3. In the event that the Service is used fraudulently or illegally in contrast to the Terms, resulting in damages borne by the Federation, the Federation reserves the right to submit a claim for substantial damage compensation.

## **Article 6 (Suspension and Termination of Services)**

1. The Federation assumes the right to temporarily suspend the Service for any of the following reasons.
  - (1) To perform maintenance on or to construct Service equipment, or in the event of an unavoidable Service failure.
  - (2) If operation becomes impossible due to a natural disaster, incident, or other emergency.
  - (3) For any other circumstances deemed unavoidable by the Federation.
2. The Federation reserves the right to terminate the Service, in full or in part, without obtaining approval from users.

## **Article 7 (Changes to Terms)**

Unless otherwise specified by the Federation, changes to the Terms become effective once such changes are displayed on the Site.

## **Supplementary Provisions**

The Terms are effective as of 31th March, 2016.