



Plane Spotting Submission Terms and Conditions

a. Intended use

lux-Airport intends on receiving user-submitted photographs of commercial and cargo aircraft (of any carrier/ company) seen at Luxembourg Airport. We will select the best photographs to be displayed across social media channels and our official website. This can include, but is not limited to, our official Instagram, Facebook, LinkedIn, and Twitter social media channels. These photographs will be used to support those interested in aviation photography and give them a platform to share their work.

The author's name will be displayed on every uploaded aircraft photos in the following format: "Copyright © author's name".

Aircraft photos depicting a person whose identity may be recognized are not to be uploaded and/or will be rejected from publication.

Aircraft photos depicted political, religious, activists or morally questionable logos and/or slogans will be rejected from publication.

Aircraft photos depicting military, public forces, diplomatic or State licenced flights will be rejected from publication.

The use of imbedded information into the uploaded aircraft photos other than the time stamp on which they were taken and/or any kind of malicious data, malware or tracking software are prohibited and lux-Airport reserves the right to prosecute the authors accordingly in defence of its legitimate interests.

b. Liability of the author

By providing aircraft photos and/or additional content to lux-Airport, the undersigned assures to be the sole owner (author) and copyright holder of these photos. The undersigned also assures, that he/she is entitled to grant lux-Airport all the licensing rights required for the intended use and that no rights or licenses contradicting this intended use have already been granted to third parties. The undersigned who provides aircraft photos to lux-Airport, holds lux-Airport harmless from any third party claims resulting from or related to the provided aircraft photos and/or additional content, especially regarding violations of third party copyrights, personal rights, property rights or intellectual rights.



c. Licensing rights granted to lux-Airport

The undersigned author grants lux-Airport a limited, revocable, non-exclusive, worldwide and royalty-free license to use the provided aircraft photos. The undersigned author explicitly grants lux-Airport the right to:

- copy and publish the aircraft photos and additional content on its social media accounts
- store them on the server/in the database of lux-Airport
- edit them for publication purposes on its social media accounts
- distribute, send, show and publicly display the aircraft photos.

The authors are not entitled to any compensation for the rights granted above.

All other rights to the aircraft photos, including copyrights and intellectual property rights, remain with the author.

In case the undersigned author wishes to revoke the licensing rights he has to address a written prior request to the following internet address : communication@lux-Airport.lu . Upon receipt of this written request, lux-Airport is given a delay period of 5-working days to remove the uploaded aircraft photos from its social media, to delete them from its servers and/or return them to the undersigned author.

d. Liability of lux-Airport

Although lux-Airport reserves the right to verify uploaded aircraft photos for copyright violations, lux-Airport is not obligated to do so. Lux-Airport points out that it is not practically feasible to verify every uploaded aircraft photo for copyright violations.

The responsibility to ensure the legal conformity of granting usage rights to lux-Airport for the uploaded aircraft photos lies solely with the undersigned author. Lux-Airport cannot be held liable in this regard.

To the extent permissible by applicable law, the liability of lux-Airport, including its agents, is limited to deliberate intention and gross negligence and lux-Airport holds no liability whatsoever for incidental, consequential, special, exemplary or indirect damages, lost business profits or loss of data suffered by the author arising out of or in connection with the uploaded aircraft photos and/or the granted licensing rights.

e. Removal of Aircraft Photos by lux-Airport

Lux-Airport reserves the discretionary right to refuse the publication of uploaded aircraft photos and/or to remove prior published aircraft photos without giving prior notice and without obligation to motivate its decision. The author has no legal claim to have his/her aircraft photos published by lux-Airport.



f. Governing law and jurisdiction

The undersigned and lux-Airport agree to submit all their disputes arising out of or in connection with these terms and conditions and that cannot be settled amicably, to the exclusive jurisdiction of the Luxembourg Courts and Tribunals with material competence in such matters. These terms and conditions are governed by Luxembourg law.