

# Granting of rights of use / Declaration of consent by participants

## § 1 Purpose of the photography competition

The International Office is organising a photography competition to raise the profile of Department VI. The aim is to familiarise students with the department's programmes and services. At the same time, the International Office is creating a platform where students can showcase their photographic talent and will exhibit selected photographs inside and outside the International Office premises. This will also enhance the department's visual appeal.

Selected photographs will be given special recognition at an awards ceremony. The awards ceremony offers an opportunity to interact with the staff of the International Office.

The International Office wishes to promote the University of Ulm through the photography competition and will publish selected images for this purpose.

In order to organise the photography competition and the associated promotional activities, the University of Ulm requires rights of use for the photographs submitted by participants.

To regulate the University of Ulm's rights of use regarding the photographs, the parties enter into the following agreement.

Data protection and the processing of personal data are governed by a separate privacy policy (see § 9).

The University of Ulm is responsible for the use of the photograph. The implementing body is Department VI, International Office, Helmholtzstraße 22, 89081 Ulm (hereinafter 'International Office').

## §2 Subject matter of the declaration

As part of the photography competition described in §1, participants shall submit a photograph they have taken themselves (hereinafter 'photograph') to the University of Ulm (hereinafter 'the University') via the International Office. In accordance with the purpose set out in §1, participants grant the University rights of use to the photograph in accordance with the following provisions. By submitting the photograph, participants declare their agreement to the following provisions.

## §3 Grant of Rights of Use

Participants grant the University a non-exclusive right of use, unlimited in terms of territory and duration, to the submitted photograph to the extent set out below. The University is authorised to

- display the photograph prominently on the University's premises
- display the photograph prominently at the prize-giving ceremony and present it to the public in attendance
- publish the photograph on the University's websites
- use the photograph in publications in digital and physical media for promotional purposes and as part of the general public relations work of the University and the International Office

(1) The University is only permitted to transfer the granted rights of use to third parties (sub-licensing) to the extent that this is necessary for the organisation of the photo competition, the award ceremony or in connection with the other uses of the photograph as set out in (1).

(2) Participants have no right to the publication or use of the photograph within the meaning of paragraphs 1 and 2.

## §4 Technical editing and design of the photograph

The University is entitled to edit the photograph to the extent technically necessary and in the usual manner, in particular by

- adjusting the size, resolution and file format,
- cropping the photograph,
- adjusting brightness, contrast and colour reproduction,
- incorporating the photograph into layouts alongside text, logos and graphic elements (e.g. posters, leaflets, websites, presentations).

Any alteration or distortion of the subject matter, as well as any editing that distorts the image, is prohibited.

## § 5 Remuneration

Participants shall receive no remuneration for taking part in the photography competition, for granting the rights of use under this agreement, or for the publication of the photograph by the University. This applies regardless of whether or not the photograph is selected, recognised or awarded a prize as part of the photography competition.

The University shall use the photograph free of charge.

## § 6 Attribution of the author

The University shall credit the participants as the authors in relation to the photograph they have submitted, provided that it publishes or uses the submitted photograph within the meaning of § 3 and that crediting the author is possible given the circumstances of the respective use (e.g. by naming the author on display signs, through captions on websites and in print media, etc.).

Attribution will be omitted in the event of technical limitations (e.g. on social media platforms with limited text fields) or will take a simplified form (e.g. by stating only the first name).

Participants may request that their photograph be used or published by the University anonymously. In such cases, the University will refrain from publishing the participant's first name and surname. The request must be submitted in writing by the participant concerned upon submission of the photograph to Department VI, International Office, at the email address [io.website@uni-ulm.de](mailto:io.website@uni-ulm.de).

## § 7 Authorship, Guarantee of Rights and Indemnity

- (1) Participants confirm that they are the sole authors of the submitted photograph.
- (2) Participants confirm that they hold all necessary rights to grant the University the rights of use described in §3.

Participants further confirm that they hold the unrestricted rights of use to all parts of the image.

- (3) Participants warrant that the submitted photograph is free from any third-party image rights. They further warrant that any persons depicted have given their consent to the publication of the photograph and that the University's use of the photograph in the manner described in §3 and §4 does not infringe any personal rights of the persons depicted.

- (4) Should third parties nevertheless assert claims against the University or the International Office on the grounds of an alleged infringement of their rights (copyright, personal rights or other intellectual property rights), the participants shall indemnify the University and the International Office against all such claims.

This indemnity shall also cover, to a reasonable extent, the costs of any necessary legal defence. This shall not apply if the University or the International Office has used the photograph in a manner that exceeds the scope of use set out in this declaration or has independently caused the infringement.

## § 9 Withdrawal

- (1) The University reserves the right to withdraw the publication of the photograph without giving reasons. Participants will not be notified of this.

- (2) Participants may withdraw their participation until the submission deadline on 14 November 2026. Participants may also withdraw their consent to the use of the photograph in accordance with the provisions of this declaration with effect for the future.

Withdrawal must be made in writing and sent to Department VI, International Office, at the email address [io.website@uni-ulm.de](mailto:io.website@uni-ulm.de).

In the event of withdrawal of consent, the University will remove or delete any photographs already issued and/or published on its website or via social media as soon as possible, provided this is technically and organisationally feasible. In future, the University may no longer use and/or publish the relevant photographs.

Press materials that have already been commissioned, printed or published, such as newspaper articles, leaflets, brochures or similar, remain unaffected by the withdrawal.

(3) If participants withdraw their declaration of consent under this agreement or their consent to the processing of personal data in accordance with the separate privacy policy, the other declaration of consent shall also be deemed to have been withdrawn.

## § 10 Final Provisions

Should any individual provisions of this declaration be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions or the contractual relationship. The invalid provision shall be replaced, with retroactive effect, by a provision which is legally permissible and which, in a legally permissible manner, comes as close as possible to the meaning and purpose of the invalid provision. The same applies to any gaps in the contract.

### **Consent and Confirmation**

By providing the confirmation to this Declaration, participants declare that they have read and understood the above consent in full and agree to grant the University of Ulm the rights of use described in relation to the photograph they have submitted.