

**DOK.fest Muenchen 2021 @home - Media Library**  
**General Terms of Use for End Customers ("Terms of Use Media Library")**

## **1. Subject Matter of the Contract and Definitions**

**1.1** The "Internationales Dokumentarfilmfestival München e.V. ", represented by the managing director Daniel Sponsel, Dachauer Str. 116, 80636 München, Germany, Amtsgericht München VR 17621, (hereinafter referred to as "**Provider**") organises the "DOK.fest München 2021 @home" (hereinafter referred to as "**DOK.fest München 2021 @home**") and offers End Customers a video on demand service (hereinafter referred to as "**VoD Service**"), within the scope of which the use of selected films and other audiovisual content (hereinafter referred to as "**Content**") is made available by way of video on demand against payment of a fee or free of charge.

The VoD Service is available on the Provider's website as an embedded player ("Embed Player").

The contractual partner of the End Customer is the Provider. The processing is carried out by PANTAFLIX Technologies GmbH ("PANTAFLIX"), Neue Schönhauser Straße 16, 10178 Berlin, Amtsgericht Charlottenburg, HRB 172999 B, in the name and for the account of the Provider.

## **1.2 Definitions**

**"Video on Demand" or "VoD"** means the exploitation of a Content by way of making it available to the public within the meaning of Section 19a German UrhG, i.e. the right to make the production available to members of the public by way of on-demand.

**"Streaming"** means the simultaneous use of a Content by the End Customer, unchanged with the transmission, without a permanent copy of the Content being made on the End Customer's end devices.

**"Consumer"** means any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.

**"End Customers"** within the meaning of these Terms of Use are Accredited Guests and Consumers with full legal capacity.

**"Accredited Guests"** are industry guests of DOK.fest München 2021 @home including its platforms and sections who have received accreditation from the Provider. There are different types of accreditation with different scopes of services and use.

## **1.3 Ticket Categories**

**"Single Ticket"** means the entitlement to the temporary use of a content via VoD by the End Customer by way of Streaming for a one-off fee per Content in accordance with the provisions of these Terms of Use.

**"Festival Pass"** means the entitlement to use one or more Contents via VoD by the End Customer by way of Streaming in accordance with the provisions of these Terms of Use, whereby the End Customer pays a fixed fee in accordance with the offer description in order to access the associated contents as often as desired during the Period of Use of DOK.fest München 2021 @home.

**"Accredited Guests"**: The scope of the authorisation to use the Content or other offers made available by the Provider are described in the accreditation. Accredited Guests must authenticate themselves on the Provider's website.

## **2. Scope of the Terms of Use**

**2.1** These Terms of Use apply to all paid and free services offered by the Provider within the scope of the VoD service and services provided to End Customers.

**2.2** Deviating or supplementary terms and conditions of the End Customer shall not apply unless they have been accepted in writing by the supplier.

## **3 Conclusion of Contract**

- 3.1 For the conclusion of a contract on the use of the Content provided within the scope of the VoD Service between the Provider and an end Customer (hereinafter referred to as "**Contract of Use**"), the complete and correct entry of requested data via the input mask offered by the Provider for this purpose and the performance of any required age verification procedure by the end customer is required (insofar as age verification is required, the End Customer's offer to conclude a Contract of Use is subject to the successful performance of the age verification procedure). By clicking the button "Zahlungspflichtig Bestellen" (or „order“ oder „rent“), the End Customer's order is transmitted to the Provider. The contract of use is then concluded by the activation of the respective content by the Provider. The activation and the conclusion of the usage contract shall be confirmed to the end customer by e-mail. There is no entitlement to use the VOD service.
- 3.2 The offers of the End Customer for the conclusion of a Contract of Use are binding for the end customer. The Provider is not obliged to accept the offer of an End Customer to conclude a framework contract or a usage contract.
- 3.3 The respective service descriptions including the price details are listed in the respective offer and are part of the respective Contract of Use.
- 3.4 The data of the End Customer and the text of the contract provided within the framework of the conclusion of a Contract of Use will not be stored. The text of the Contract of Use shall be sent to the End Customer by e-mail after the conclusion of the Contract of Use.
- 3.5 The End Customer can continuously correct his entries via the keyboard and mouse functions within the framework of the conclusion of the Contract of Use. In addition, when entering his data, the End Customer is provided with technical means with which a customary completeness and plausibility check is carried out and with the help of which input errors can be detected and corrected).
- 3.6 It is also possible to sign up for newsletters and/or personalised (promotional) messages about "DOK.fest München 2021 @home". These newsletters and messages contain information on the DOK.fest München 2021 @home programme. Unsubscribe options can be found, among other things, in every e-mail sent by the End Customer.
- 3.7 The End Customer has the option of requesting an invoice. For this purpose, he has to enter further data if necessary. The invoice is then sent to the End Customer.
- 3.8 The right of use granted to the End Customer who has purchased the ticket categories "Single Ticket" or "Festival Pass" is geographically limited to the territory of the Federal Republic of Germany. The right of use is limited to the respective current location of the End Customer, whereby the cross-border portability of online content services in the European internal market is guaranteed in the event of temporary stays of the End Customer in another member state of the European Union.
- The preservation of the territorial limitation of the use of the provided Content by the Provider is technically guaranteed by geo-blocking in compliance with the legal requirements.
- The Provider is entitled to obtain the information required to determine the Member State of residence of the respective End Customer in accordance with the Regulation on cross-border portability of online content services in the internal market or to carry out any measures required for this purpose.
- 3.9 Unless otherwise notified, the right of use granted to the Accredited Guest entitles the Accredited Guest to play the Content from his or her respective location.

#### **4. Scope of Services, Contract Period, Ticket Purchase, Granting of Rights**

- 4.1 Once a Contract of Use has been concluded, the Provider shall make the respective Content available to the End Customer - depending on the type and content of the Contract Of Use - for retrieval by way of individual retrieval, as part of the Festival Pass or as part of accreditation (if included in the scope of services) in accordance with the following provisions. The End Customer can see from the respective service description of a Content under which conditions the Content is offered. The End Customer receives a so-called ticket ID with which he/she can access the Content or the Contents.

**4.2 Individual retrieval:** In the event of the conclusion of a Contract of Use entitling to individual retrieval, the End Customer may use the content as follows:

- 4.2.1 The End Customer can play the Content for the purpose of immediate perception via the VoD service, i.e. - with the exception of so-called buffering - without intermediate storage by way of Streaming on the end device of the respective End Customer during the Period of Use.
- 4.2.2 After the initial start of a playback process, the End Customer can play the respective Content again as often as desired within a period of 48 hours.
- 4.2.3. After expiry of one of the deadlines listed above under 4.2.1 and 4.2.2, it is no longer possible to play the Content.
- 4.2.4 The End Customer is only granted the non-exclusive, non-transferable, non-sublicensable right, limited in time to the periods listed under 4.2.1 and 4.2.2, to make the Content perceptible for (a) his own commercial purposes, provided the End Customer is an Accredited Guest, or (b) for private purposes. Further rights of use are not granted to the End Customer. In particular, the End Customer is not entitled to permanently store the Content in whole or in part, to reproduce it beyond the aforementioned scope, to modify it, to make it publicly accessible, to sell it or to use it for commercial purposes.

**4.3 Festival Passes/Accredited Guests:** In the event of the purchase of a Festival Pass or as an Accredited Guest (if included in the scope of services), the End Customer may use the Content as follows:

- 4.3.2 The End Customer may play the Content for the purpose of immediate perception via the VOD service, i.e. - with the exception of so-called buffering - without intermediate storage by way of Streaming on an end device of the respective End Customer as often as desired during the period of use.
- 4.3.3 The End Customer has no claim to a specific content, unless a specific content was expressly promised to him in the service description. The Provider reserves the right to amend the content and the respective price and service description (e.g. by updating and amending the content) if this becomes necessary for valid reasons, the Customer is not objectively placed in a significantly worse position as a result of the amendment and the amendment is reasonable for the Customer.
- 4.3.4 The End Customer is only granted the non-exclusive, non-transferable, non-sublicensable right, limited in time to the online availability of the Content, to make the Content perceptible for (a) his own commercial purposes, if the End Customer is an Accredited Guest, or (b) for private purposes by way of Streaming. Further rights of use are not granted to the End Customer. In particular, the End Customer is not entitled to permanently store the Content in whole or in part, to reproduce it beyond the aforementioned scope, to modify it, to make it publicly accessible, to sell it or to use it for commercial purposes.

#### **4.4 Number of Ende Devices**

The End Customer can use the presented services of the VoD service on up to five (5) registered end devices. One stream per End Customer is available at the same time.

#### **4.5 Ticket Purchase, Period of Use;**

- 4.5.1 The purchase of a ticket of the ticket categories "Single Ticket" and "Festival Pass" is possible from 27 April 2021, 10:00 a.m. until 23 May 2021, 11:59 p.m. at the latest.
- 4.5.2 The Content can only be played by the End Customer from 05<sup>th</sup> of May 2021 (for the Opening Film) and from 06<sup>th</sup> of May 2021, 10:00 (for other Content) until 25<sup>th</sup> of May 2021, 23:59 at the latest ("**Period of Use**"). From 26<sup>th</sup> of May 2021, 0:00 hrs, no more Content can be played. Purchased tickets are only valid during the Period of Use of DOK.fest Munich 2021 @home. Tickets that have not been redeemed or Content that has not been played expire, without entitlement to a refund or credit, at the end of 25<sup>th</sup> of May 2021.

## **5. System Requirements of the End Customer**

- 5.1 To use the VoD service, the End Customer requires an Internet connection and an Internet-capable end device (e.g. PC, Mac, smartphone, tablet). The End Customer is responsible for the procurement, use and compatibility of the required hardware and software.
- 5.2 It is the responsibility of the End Customer to ensure that his or her end device meets the technical system requirements, in particular for high-resolution display, if applicable, and for Streaming of Content. The display quality of the Content may differ from end device to end device and depend on various hardware and software factors such as the up-to-dateness of the operating system and the browser, the location, the available bandwidth and/or the speed of the End Customer's internet connection. The authorised end devices can be viewed here: <https://support.pantaflix.com/hc/de/articles/209300989-Auf-welchen-Endger%C3%A4ten-kann-ich-Filme-ausleihen-und-anschauen->.
- 5.3 The use of the VoD service leads to further costs for the End Customer, especially with time or volume tariffs. Against this background, the Provider recommends a so-called flat tariff. For the reception of Content in standard resolution (SD), the Provider recommends a broadband Internet connection with an (actual) download speed of at least 2 Mbits/s. For the reception of high-definition content (HD), the Provider recommends an (actual) download speed of at least 5.0 Mbps. Bandwidths below this recommendation only allow limited use of the VoD service with considerable loss of quality.

## **6. Obligations of the End Customer**

- 6.1 The End Customer warrants that all information provided to the Provider is always truthful.
- 6.2 If the End Customer does not provide the information required and requested by the Provider to determine the Member State of residence in accordance with the Regulation on cross-border portability of online content services in the internal market, or does not provide such information completely or truthfully, or if the End Customer fails to cooperate in any other way required in this context, with the result that the Provider is unable to determine the End Customer's Member State of residence, the End Customer shall not be entitled to use the Content on a cross-border basis within the meaning of the aforementioned Regulation. For the avoidance of doubt, this shall be without prejudice to any rights granted to the end-user on the basis of the concluded Contract of Use to use the Content in countries other than the end-user's Member State of residence.
- 6.3 The End Customer may not misuse the VoD service; in particular, he may not
  - a. not rent, resell or otherwise offer the Provider's services to third parties on a business basis;
  - b. pass on or otherwise make available the Ticket ID received to third parties;
  - c. not tamper with the digital key transmitted to decrypt and play the Content;
  - d. do not circumvent the territorial limitation of use (in particular by geo-blocking) of the Content made available (e.g. circumvention by means of VPN client or tunnel);
  - e. Do not change copyright and property right notices;
  - f. use the retrieved Content only in compliance with the applicable laws and within the scope of the rights granted under the respective User Agreement and these Terms of Use, i.e. in particular do not (i) use the Content for commercial purposes (does not apply to Accredited Guests), (ii) present it in public, (iii) make it publicly accessible, (iv) broadcast it, (v) edit it, (vi) reproduce it (beyond the permitted extent), (vii) distribute it, (viii) sell it;
  - g. Only present, allow to be presented or otherwise make available to children or young people content that is approved for the respective age group.
- 6.4 In the event of culpable violations by the End Customer arising from the contractual relationship between the Provider and the End Customer, the End Customer shall be liable to the Provider for all damages, costs and other expenses and shall indemnify the Provider against any claims and third party claims arising as a result thereof.

## **7 Contents of the User**

Insofar as the Provider enables the End Customer to communicate or publish user information or user content within the scope of the VoD service (e.g. by means of a rating or comment function),

the End Customer is obliged not to publish any information and/or have it published which is likely to infringe the rights and/or honour of third parties, insult or disparage persons or groups of persons, or otherwise violate applicable law. Such information, in particular pornographic, violence-glorifying, right-wing, left-wing or ideologically extremist content or content that offends common decency, is not permitted. In the event of a violation, the Provider is entitled to block the End Customer's access to the VoD service temporarily or, in the case of significant violations, permanently and to remove the corresponding content.

## **8 Restrictions on the Obligation to Perform**

- 8.1 In the event of a significant breach of duty by the End Customer (e.g. in the event of default of payment) as well as in the event of justified significant suspicions of a significant breach of duty, the Provider is entitled to withhold the respective service or the availability of the functionality to which the breach relates within the scope of the statutory provisions. In the aforementioned cases, as well as in particular in the event of suspicion of untrue or false information by the End Customer, in the event of unauthorised disclosure of access data or in the event of default of payment, the Provider is furthermore entitled to temporarily block access to the service by the End Customer.
- 8.2 The Provider shall immediately resume the service or lift the blocking if it turns out that the suspicions were unfounded and/or there is no or no longer a significant breach of duty by the Customer. In doing so, the Provider shall ensure that the customer can use the agreed service in accordance with the agreement in the Contract of Use. The right of the Provider to terminate for good cause remains unaffected.

## **9 User fee/ terms of payment**

- 9.1 The End Customer undertakes to pay the usage fee shown for the respective offer for the Content and the respective type of use. The stated usage fee is the total price and includes the applicable statutory value added tax. The usage fee shall become due immediately upon provision of the service.
- 9.2 Various means of payment are available to the End Customer, which are specified on the respective offer page. Payment of the usage fees can only be made by these approved means of payment.
- 9.3 The obligation to pay the usage fee also exists if third parties use content via the End Customer's access and the End Customer is responsible for this use.

## **10 Technical availability**

The Provider shall endeavour to ensure the permanent and continuous availability and fault-free functionality of the VoD Service during the Period of Use. The Provider may restrict the accessibility and operation of the VoD Service for technical reasons, provided that the security of network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions of the network, the software or stored data, the interoperability of the services or data protection require this. The Provider shall carry out maintenance work on the VoD Service where necessary, such maintenance work to be carried out at times of low usage. If maintenance work is planned, the Provider will inform about it and announce it by means of suitable measures.

## **11 Right of Withdrawal for Consumers and Withdrawal Form**

Consumers are entitled to the following right of withdrawal in accordance with the withdrawal policy.

### **A. Withdrawal Policy**

#### **Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us, Internationales Dokumentarfilmfestival München e.V., Dachauer Str. 116, 80636 München, e-mail info@dokfest-muenchen.de, by means of a clear declaration (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You may use the enclosed withdrawal form for this purpose, which is, however, not mandatory. To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### Consequences of Withdrawal

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

#### Premature Expiry of the Right of Withdrawal

Your right of withdrawal expires prematurely in the case of a contract for the supply of digital content not on a physical medium if you have expressly consented to us commencing performance of the contract before the expiry of the withdrawal period and you have confirmed your knowledge that by consenting you lose your right of withdrawal on commencement of performance of the contract or if we have performed the service in full.

### **B. Withdrawal Form**

You can find the following sample withdrawal form here:

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#### **Sample Withdrawal form**

(If you want to withdraw the contract, you can use this form).

To

Internationales Dokumentarfilmfestival München e.V., Dachauer Str. 116, 80636 München,

E-mail info@dokfest-muenchen.de

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the provision of the following service (\*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-

Ordered on (\*)/received on (\*)

- Name of consumer(s)-

Address of consumer(s)-

Signature of consumer(s) (only in case of paper communication)-

Date

\_\_\_\_\_ (\*)

Delete as applicable.

## **12. Youth Protection**

12.1 The VoD service is aimed at persons of legal capacity, 18 years or older.

12.3 The Provider reserves the right to offer developmentally impairing offers with time restrictions, to open the VoD service for other youth protection programmes, or to restrict their access by means of an AVS or a youth protection PIN.

## **13. Liability**

13.1 The Provider shall be liable without limitation for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses for any legal reason:

- a. in the event of intent or gross negligence,
- b. in the event of intentional or negligent injury to life, limb or health,
- c. on the basis of a guarantee promise, unless otherwise regulated in this respect,
- d. on the basis of mandatory liability, such as under the Product Liability Act.

13.2 If the Provider negligently breaches a material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless liability is unlimited in accordance with the above provisions. Material contractual obligations are obligations which the contract imposes on the Provider according to its content in order to achieve the purpose of the contract, the fulfilment of which makes the proper performance of the contract possible in the first place and compliance with which the rights holder may regularly rely on.

13.3 In all other respects, liability on the part of the Provider is excluded. The above liability provisions shall also apply with regard to the liability of the Provider for its vicarious agents and the personal liability of its legal representatives and employees.

## **14 Right of Termination for Good Cause**

The right of termination for good cause remains unaffected. For the Provider, good cause shall be deemed to exist in particular if the End Customer violates Clause 6.3 or Clause 6.4 of these Terms of Use or if the End Customer violates provisions of these Terms of Use, rights of third parties or statutory provisions and does not remedy his violations despite a warning with a deadline set by the Provider.

## **15 Contract Language**

The following languages are available for the conclusion of the contract: German, English. In the event of disputes over the interpretation of regulations, the German-language version shall prevail in case of doubt.

## **16 Amendment of the Terms of Use**

16.1 The Provider is entitled to amend less important provisions of these Terms of Use at any time and without stating reasons, provided that this does not lead to a reorganisation of the overall structure of the contractual relationship. The weighty provisions include in particular the provisions by which the type and scope of the contractually agreed services, the term and the termination are determined.

16.2 The Provider is also entitled to amend provisions of these Terms of Use insofar as this is necessary to eliminate difficulties in the performance of the contractual relationship due to regulatory gaps that have arisen after the conclusion of the contract. This may be necessary in particular in the event of new technical developments, changes in the law, changes in case law or similar valid reasons.

16.3 The End Customer shall be notified of the changes to the Terms of Use. If the End Customer does not object to the validity of the new Terms of Use within two days after receipt of the e-mail, the amended Terms of Use shall be deemed accepted. The Provider shall separately inform the End Customer in the e-mail of the possibility of objection and its consequences as well as the significance of the deadline. If the End Customer objects to the change in the terms of use, the Provider reserves the right to terminate the contract with the End Customer.

### **17. Online Dispute Resolution; Dispute Resolution**

17.1 The European Commission has set up an online platform for the out-of-court settlement of consumer disputes, which can be found at <http://ec.europa.eu/consumers/odr/>.

17.2 The Provider will not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the VSBG and is not obliged to do so. Our e-mail address is: info@dokfest-muenchen.de.

### **18. Final Provision**

18.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. In the case of consumers, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

18.2 Amendments to a contract of use must be made in writing. There shall be no oral or written collateral agreements. Section 126 para. 3 BGB (Germany) shall apply.

18.3 Should individual provisions of these Terms of Use be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions.