

TERMS AND CONDITIONS

Terms and conditions of image use

Broad terms and conditions of image use are included in the Image Licence Agreement.

Additional conditions, specific to particular images, might also apply.

Image Licence Agreement

The Parties agree that

1. Definitions

In this agreement:

Commercial purposes include, but are not limited to, any endeavour which is intended to make any revenue or profit, or the creation or preparation of any item intended for sale.

DCCEEW means the Department of Climate Change, Energy, the Environment and Water acting on behalf of the Crown in right of New South Wales.

Final Image means the image (or where more than one image is accessed, images) obtained using the Online Image Library final image ordering option.

Image means the Watermarked Image or Final Image (or where more than one image is obtained, images).

Image Specific Conditions means the conditions relating to an individual Image either accompanying the Image on the Online Image Library or provided or in any other way negotiated with or notified by DCCEEW on or prior to downloading or ordering the Image and forming part of this agreement.

Intellectual Property means all copyright, patents, moral rights, designs, trade marks, trade secrets, confidential information and know-how (whether registered, applied for, registrable or unregistered) and all other rights in respect of intellectual property.

Online Image Library means the online catalogue of photos, drawings, paintings, artwork, artistic impressions or other images made available by DCCEEW Environment and Heritage website or associated websites.

Watermarked Image means the watermarked low resolution image (or where more than one image is accessed, images) that can only be used as positional image, not for publication purposes.

Publication includes displaying on any website, printing in any form and broadcasting on television or in any other visual media.

You means the individual who uses the Online Image Library to download, order or otherwise obtain the Image. If an individual used the Online Image Library to download, order or otherwise obtain the Image on behalf of that individual's

employer You means the employer.

2. Commencement of licence

2.1. This agreement will commence when both of the following events have occurred:

- a. You have accepted this agreement in accordance with clause 2.2 below; and
- b. DCCEEW has supplied the Image to You, either by Your successful download of the image from the Online Image Library or by delivery of the image to You (in hardcopy or electronic format);

2.2. For the purposes of clause 2.1(a) checking the box to indicate your acceptance of the terms and conditions and clicking on the 'submit order' button constitutes acceptance of this agreement.

3. Licence

3.1. Upon commencement of the licence in accordance with clause 2.1 DCCEEW grants You a non-exclusive, non-transferable licence to use the Image in accordance with the terms of this agreement.

3.2. This agreement includes the Image Specific Conditions.

3.3. Where the Image Specific Conditions specify that the use of the Image is unlimited the licence granted is a worldwide, in perpetuity licence.

3.4. Where the Image Specific Conditions specify that the use of the Image is limited the licence granted is subject to the additional conditions of use specified in the Image Specific Conditions.

4. Ownership and Intellectual Property

4.1. This agreement does not confer on You any rights of ownership in the Image.

4.2. The Intellectual Property Rights in the Image are and shall remain the property of the Crown in right of the State of New South Wales, or where the Crown in right of the State of New South Wales is not the holder of the intellectual property, it shall remain vested in the intellectual property holder.

4.3. Your use of the Image must be in compliance with all applicable laws, including but not limited to, copyright and moral rights law.

5. Licence period

5.1. The licence for the use of the Image continues until revoked or terminated by DCCEEW in accordance with clause 5.2, or until the expiration of any term specified in the Image Specific Conditions, whichever occurs first.

5.2. DCCEEW may terminate this agreement at any time by notification to you in writing. At the termination of this agreement a new licence may be negotiated at the discretion of DCCEEW.

5.3. At the expiration or termination of this licence You must:

- a. cease using the Image for any purpose;
- b. withdraw the Image from any form of publication in which it is being used or circulated; and
- c. destroy all copies of the Image held (including electronically stored backups and archive copies) or return them to DCCEEW.

6. Fees

6.1. Where a Licence Fee is specified in the Image Specific Conditions You must pay the Licence Fee to DCCEEW when invoiced for payment or otherwise as in accordance with the Image Specific Conditions.

6.2. Failure to pay a Licence Fee may result in DCCEEW terminating this agreement.

7. General conditions of use

7.1. Unless otherwise specified in the Image Specific Conditions, You must not:

- a. cause or allow the Image to be copied, transferred or provided in any form, in whole or in part, to any other persons or organisations;
- b. permit any third party to use the Image for any purpose; or
- c. use the Image for commercial purposes of any kind.

7.2. You must not use the Image in a manner or context which is, or could be reasonably taken to be, derogatory, defamatory, misleading, deceptive or otherwise unlawful in any way.

7.3. In using the Image You must not materially alter, mutilate or distort the Image in any way, except with prior written approval from DCCEEW.

8. Image Specific Conditions

8.1. The Image Specific Conditions under the 'Brief details' tab accessed by selecting the 'View details' icon View details or double-clicking on a thumbnail of an image form part of this agreement.

8.2. Where the Image Specific Conditions are in conflict with the remaining conditions in this agreement, the Image Specific Conditions prevail to the extent of the inconsistency.

8.3. If the Image is a Watermarked Image the Image may only be used as a test or sample for the purpose of determining placement or layout. The Image may not be used in any final materials distributed to or made available to the public including any marketing, advertising or online materials.

9. The Image

You acknowledge and agree that:

9.1. The Image may contain errors or omissions;

9.2. The Image has not been prepared to meet your purposes, and DCCEEW does not guarantee the accuracy, completeness, currency or suitability of the Image for your purposes;

9.3. You are responsible for making Your own assessment of the Image, including assessing the quality and suitability of the Image for any purpose; and

9.4. You use the Image at Your own risk.

10. DCCEEW use only

10.1. Where the Image Specific Conditions state that the Image is for use in DCCEEW products only You may only use the Image for publication in materials endorsed or published by, in partnership with, or on behalf of the New South Wales Government. The use of the Image in such publications requires written endorsement from DCCEEW prior to publication.

11. Mandatory credit text

11.1. Where the Image Specific Conditions specify that an Image must be accompanied by specific text crediting the creator of the image (referred to as credit text) that text must be published in close proximity to the Image whenever the Image is published or used in any manner.

11.2. Omission of the credit text is only permissible where you obtain the prior written consent from DCCEEW.

12. Liability

12.1. You hereby indemnify, and agree to keep indemnified, DCCEEW from and against all liability that may arise out of the use of the Image or otherwise whether a breach of this agreement by You, or damages incidental or consequential to the provisions of this agreement or Your use of the Image.

13. General

13.1. This agreement is covered by and shall be construed in accordance with the laws of New South Wales.

13.2. All sums payable under this agreement are specified exclusive of GST and in Australian Dollars.

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[Environment and Heritage](#)

[Privacy](#)

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We pay respect to the Traditional Custodians and First Peoples of NSW, and acknowledge their continued connection to their Country and culture.
