

Artists – General terms

The contract is based on the terms and conditions mentioned above. Deviating, conflicting or supplementary general terms and conditions of the Campaignee (also e.g. procurement conditions, purchasing conditions) are not part of this contract unless their validity was expressly agreed upon when the contract was concluded. Any formal reference to the Campaignee's terms and conditions are hereby expressly rejected.

Subject of the contract

1. Love this Spot is the publisher of the Lifestyle coupon book "Love this Spot" and the associated online portals. This contract regulates the inclusion of the Artist in the coupon book Love this Spot and the online portals and social media.
2. By acknowledging this contract, the Artist concludes the contract for the inclusion in the coupon book "Love this Spot", their online portals and social media.
3. Love this Spot is entitled to reject the contract without further reasons. In this case the Artist does not have the right to be included in the "Love this Spot" book", their online portals and social media.
4. Love this Spot is granted a contractual right of withdrawal. For reasons of quality assurance, Love this Spot is entitled not to include Artists in the "Love this Spot" book, their online portals and social media.
5. Love this Spot is free in its design of the "Love this Spot" book. The Artist does not acquire the right to a specific placement in the respective coupon book.

Due to content or design changes Love this Spot is always free in its placements of the Artist's "Full page Ad" at all times.

6. Love this Spot is entitled to make corrections to the design and content, provided these are necessary to ensure a uniform appearance and provided that the interests of the Artist are not adversely affected.
7. Love this Spot does not grant the Artist any protection against competitors. The Artist must expect that direct competitors will also appear within the "Love this Spot" book, even in close proximity to the Artist publishing.
8. Information provided by Love this Spot regarding the publication of the "Love this Spot" book is non-binding.

Artist Obligations

1. In order to be included in the “Love this Spot” book, the Artist is obliged to give permission for printing/publishing/electronically publishing within the specified deadlines.

If a print release or release to publish in any form is not given in the given time period, there is no entitlement for the inclusion in the “Love this Spot” book or any other form of publication.

2. The Artist is obliged to provide Love this Spot with the necessary digital images, texts and logos for printing the artist page or advertisement in the “Love this Spot” book in a suitable data format and to grant the necessary rights to all of the given material.

The Artist guarantees that he has all the rights required for publishing and is also entitled to be able to grant these rights to Love this Spot for the purpose of printing, distributing and advertising the “Love this Spot” book and electronically publishing as e.g. on websites, social media and newsletters.

Distribution takes place through the sale of the “Love this Spot” books, advertising takes place offline and online, on “Love this Spot” or third-party websites and in social networks.

3. The Artist will provide Love this Spot with factually correct information. Love this Spot is not obliged to check the information provided and will not check the information provided. Love this Spot will therefore trust the respective information provided by the Artist.
4. The Artist is legally responsible for the design of his advertising measures and will legally examine the suggestions made by Love this Spot without further notice or request.
5. If claims are made against Love this Spot due to the content of the artist page / advertisement or advertising, which was within the Artist’s responsibility, the Artist shall fully indemnify and release Love this Spot from these third-party claims upon first request.

Liability

1. Love this Spot is liable to the Artist in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions, unless otherwise stated in these conditions.
2. Love this Spot is only liable to the Artist for damages in the event of intent and gross negligence, regardless of the legal reason.
3. The transfer of rights and obligations of the Artist from this contract requires the consent of Love this Spot.

Term and termination

1. The contractual term for inclusion of the Artist's page/ad in the "Love this Spot" book is as mentioned above.
2. The termination of this contract is only possible due to insolvency of the Artist and must be in writing.
3. The contract is for the yearly "Love this Spot" book edition (year) mentioned above and not for following editions.
4. Failure to issue a print or publishing release by the Artist does not constitute a termination of the contract.
5. Love this Spot can terminate the contract with the Artist to any given time and without any giving reason.

And now let's enjoy our partnership!