

General terms and conditions

Interlaken Tourism policy governing the use of images

Interlaken, 13 January 2026

In brief:

All images made available in the DAM (digital asset management) system of Interlaken Tourism (Interlaken Tourism Organisation, TOI) via interlaken.swiss/dam may only be used for «tourism-related, non-commercial purposes». Sales of files in the image database, sales to third parties, the usage of image database files in commercial or profit-making advertisements, in commercial publications or for other purposes that are commercial and not purely related to tourism are not permitted.

If you are unable to comply with these conditions or anything is unclear, please contact the team at Interlaken Tourism by emailing web@interlaken.swiss.

Terms and conditions governing image use in detail

Terms of use

Usage of the website interlaken.swiss/dam and any image downloads or orders made via the platform are exclusively subject to the general terms and conditions in place between the supplier TOI (Interlaken Tourism Organisation), Marktgasse 1, 3800 Interlaken, tel. [+41 33 826 5300](tel:+41338265300) and the user.

Terms and conditions defined by the user are therefore inapplicable; this shall also apply to any future transactions. Any deviations from the terms and conditions of TOI are only possible with express written permission.

TOI reserves the right unilaterally to amend its terms and conditions and to apply such changes to future uses of the platform, provided any such change is acceptable to the user where taking the interests of TOI into account. Specifically, a change shall be reasonable where it poses no significant economic disadvantage to the user.

1. Image downloads

1. Compliance with the usage rights is mandatory. The agreement governing the use of the platform comes into effect when images are downloaded. By downloading an image, you indicate your consent to the terms of use.
2. The depiction of images and services on the platform does not constitute a binding offer. Users do not have the right to download any specific images.

2. Usage rights and service description

1. When you download images, you must inform TOI of your intended use of the pictorial material (since you will be asked to state your intended use when downloading files from the image database, there is no need to inform TOI as well). In principle, usage (unless explicitly revoked) is permitted for non-commercial, tourism-related purposes. At all times, the imagery provided shall remain the property of the Interlaken Tourism Organisation (TOI) or the tourist organisations, partners and photographers supplying photographs for the image database. The images in the database are subject to world-wide copyright. TOI and its licensors hold the requisite rights to use the images in a tourism-related context.

TOI grants you a simple, non-transferable right of use for a limited term and within a limited territory. Details may be found in the specific description of rights for the relevant image on the platform, or in separate written agreements concerning extended rights. Within the terms of this regulation, 'non-transferable' means the image is for your personal use as an end user.

You may not sell, lease, lend, sub-license or otherwise transfer the image or the right to use that image to any other party. Downloaded or acquired files may only be amended or altered with written permission following consultation with the TOI. Images may, however, be cropped without permission (images with a CC0 licence are excluded from this). In the case of files with CC0 licences, the user shall be personally responsible for checking the source and the licence conditions.

2. In principle, only non-commercial, tourism-related purposes are permissible. Unless governed by a separate agreement, commercial utilisation of images (for example, sales through picture publishing firms or book publishers) is excluded. Before any publication, TOI may demand two free specimen copies. If your statement of intended usage does not correspond to your actual usage of photographs, your usage permission will be rescinded.

3. The following uses and usage purposes are allowed:

Where you are granted an image usage right, you have the following options in respect of the image according to the licence specified in the image database: a non-commercial, tourism-related right of use.

4. For every publication, the image owner and the photographer (if applicable and specified on the platform) must be clearly identified on or directly adjacent to the image in line with the following format: «[image owner]/[name of photographer]».

3. Duration of use and deletion

Data is made available for a limited period. The time limit is determined by the availability of files in the image database. The unauthorised storage or archiving of files beyond their availability in the image database shall constitute a breach of usage rights and may be prosecuted under civil and criminal law.

Interlaken Tourism uses the email addresses specified to inform all existing users of file deletions from the image database. Email addresses are requested when downloading files and are stored by TOI for contact purposes only.

4. Prohibited usages

The use of images for the following purposes or in the following contexts is explicitly prohibited:

- a) To defame or demean natural or legal persons (including their products).
- b) In connection with potentially sensitive topics including (but not limited to) sex, birth control, molestation, domestic violence, illnesses (e.g. cancer, Aids), drug abuse, alcohol, cigarettes, etc. In case of doubt, clarify the position with TOI beforehand.
- c) For pornographic purposes.

- d) To convey a negative depiction of TOI, the Holiday Region Interlaken or other tourism suppliers, partners or service providers in the Bernese Oberland region.
- e) TOI has unrestricted rights to initiate civil proceedings against unlawful and/or immoral usages.

5. Exemption from third-party claims

The user indemnifies TOI and/or the licensors of TOI from all claims of third parties against TOI and/or licensors of TOI asserted on the basis of the user's utilisation of images in violation of the contract.

6. Liability

- a) TOI's liability in respect of free use of the platform and the free provision of images is restricted to intentional action and gross negligence. TOI accepts no liability as regards the suitability of images for specific purposes.
- b) Aside from the free provision of services, TOI shall be liable for slight negligence, but only in the case of a violation of a core contractual duty, the fulfilment of which is essential to facilitate proper execution of the contract and on compliance with which the contractual partner may rely ('cardinal duty'); such negligence shall be restricted to damage that is foreseeable and typically associated with the contractual obligation at the time of entering into the agreement. TOI has unlimited liability for damage arising from injury to life, limb and/or health within the scope of section 2.
- c) No liability is accepted for damage or loss of data (e.g. electronic image data), data carriers or devices.
- d) Any liability under mandatory Swiss law is unaffected by the aforementioned limitations on liability.

7. Obligations of the user

The user shall be liable for

- a) Potential breaches of third party rights (e.g. personal rights of persons portrayed) through the use of an image that is not authorised by TOI.
- b) Unauthorised reproduction and/or distribution to third parties of pictorial material. In such cases, TOI will exclude the user from further use of the image database with immediate effect and expressly reserve all additional rights (e.g. compensation for damages).

8. Data processing and data protection

Data protection provisions apply where personal data is processed in the course of using the platform. TOI stores the user data collected during image downloads exclusively for the purpose of making contact in the event of image deletions or changes to usage rights; TOI does not pass user data to third parties.

9. Miscellaneous

Where a specific provision in this agreement is invalid, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by a new, effective provision that corresponds as far as legally permissible to the content and purpose of the original provision. The same applies with respect to any contractual loopholes.

TOI operates this website in Germany. The terms of use and any legal disputes are subject to Swiss law. The exclusive place of jurisdiction is agreed as Thun.

10. Contact

If you are unclear regarding your rights under this agreement, or you wish to use an Image in a manner not permitted by the agreement, please contact TOI:

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Switzerland

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Email: web@interlaken.swiss
Internet: www.interlaken.swiss
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