

## Privacy & Usage Policy + FAQ

This is an important information about:

**our use of your data and pictures & your use of this website.**

### 1. Who is behind qwx2009.org?

qwx2009 is a project of an online gallery based on an independent network of voluntary activist movements known as errorist.

### 2. What will "errorist" use your picture for?

Your photo will be part of our online gallery at the "qwx - show ur lingua website". The main domain for the website is [www.qwx2009.org](http://www.qwx2009.org). Your photo may also be used in posters and other visual documents to promote the campaign. Please remember that none of the individual photos will be used as a single representation image of this online project. The visual material of this online project will be based on the collective and simultaneous display of many individual photos.

These photos will never be used without obtaining your consent. However, it is important to note that photos are subject to review and can be deleted for reasons if load time is unacceptable

### 3. What information about you will we put on the website?

On our website, we will display your photo and your nickname as well as the country name.

### 4. How will we use this information?

We will keep your nickname and email in our database in order to send you further information about our campaigns and programs, but at any time, you may request to delete your submission from the web site.

### 5. What do I agree to when I submit a photo?

We do not own photos you submit to the website, but by submitting a photo, you grant the permission (without any charge) to use your photo on the website without any charge for the purposes which are indicated above. You should not upload a photo to the website if the person who took the photo or whose photo is taken would object to the use of his-her photo for this project. We are not obliged to use the photo and may remove it at any time at our sole discretion.

### 6. How will errorist protect your privacy?

We aim to protect your personal details. To that end the information on the website will not include your family name, unless you have specifically asked us to or included it within the image and unless we agree. Only the images and other material to be included on the website will be disclosed. However, we do have the right to disclose additional details if we consider it necessary to comply with a governmental request or legal, or regulatory, obligation. All members of the campaign will, however, comply with this privacy statement wherever they are based.

### 7. Termination

We reserve the right to terminate the website and/or remove any of the photos at any time.

### 8. What resizing or other changes can we make?

In order to display your photo in the gallery we will resize it to a thumbnail picture. We reserve the right to make changes on the form of the photo without distorting its content.

### 9. Can I copy content from the site?

We can stop people neither downloading the website nor copying the photos. To do that would mean going against the principle idea of the project as an online gallery. However, in order to access the site, you should agree to comply with the law concerning the protection of copyrights and confidentiality in your country as well as with the licence terms below. You may view all the publicly available information on this site. Electronically you may not copy the photos, unless this happens incidentally in the course of your accessing the site (i.e. "cacheing").

Errorist owns the copyright and database rights of this website. No part of this website may be published, distributed, extracted, re-utilised or reproduced except as set out below.

### 10. What things are not tolerated from people using the site?

By giving consent to obey the licence terms, you agree

- a- not to use photos for any improper or commercial purpose.
- b- not to break any applicable laws or regulations,
- c- not to make any immoral or distasteful use of the images,
- d- not to infringe the rights of any person, including the privacy, publicity, image or contractual rights of any of the persons in the images.

Moreover, you will not exploit the photos or other content of the site in any way that

- i. is or could be in any way harmful to children
- ii. is offensive or promotes harm to any racial, ethnic, sexual or religious group or individual
- iii. is libellous, or defamatory or otherwise illegal
- iv. contains or is connected with any personal information about the subjects of the images other than contained on the site
- v. involves the sending of any unsolicited mailings
- vi. infringes copyright or other intellectual property right in the images.

We may withdraw or modify this licence at any time.

**10. How are any complaints or disputes resolved?**

Please email us (info@qwx2009.org) if you have any concerns about the site or the use of your photo

These terms shall be governed by and interpreted in accordance with German law. Any dispute that cannot be resolved amicably is subject to the non-exclusive jurisdiction of the courts of Germany.

**11. Liability & responsibility for content**

We can not and will not review materials available in your services. You assume full responsibility for the material that you upload, use, send and receive through our services.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You agree that we have no liability, direct or indirect, howsoever arising, including in negligence, in the event of loss or damage of any kind associated with your participation in this site., except as provided by the applicable law. This does not affect liability that, as a matter of law, cannot be disclaimed.