

TERMS OF USE FOR THE WEBSITE

tintinpressclub.com

1. Acceptance of the terms of use

Users may access the website www.tintinpressclub.com (hereinafter referred to as the “Tintin Press Club”) subject to accepting these terms of use (hereinafter referred to as the “terms”) that the site www.tintinpressclub.com is free to change at any time. Acceptance of these terms also covers the charter for the use of images and the procedure for the use of images by the press. These rules and guidelines form an integral part of these terms. You are therefore advised to refer to the latest version of these terms on a regular basis, which can be found at the following address: <https://www.tintinpressclub.com/termsfuse>

These terms comprise the entire agreement between you and www.tintinpressclub.com regarding access to and use of the website.

2. Description and use of the service offered by

www.tintinpressclub.com

In a user area, the Tintin Press Club makes available a tool that enables users to access downloads of press releases, press packs, images and photos.

The service is reserved for professional journalists. By registering, you confirm that you are an information professional. When using the content made available you must observe the graphic charter <https://www.tintinpressclub.com/guidelines>, and only do so for information and/or news purposes. Purely commercial use is prohibited.

The user is responsible for any operations performed.

3. Access methods, confidentiality

Only users of www.tintinpressclub.com may access and use the service.

By accessing the site www.tintinpressclub.com, you agree to provide correct, up-to-date and comprehensive information and update it regularly. If you do not do so, the website www.tintinpressclub.com reserves the right to suspend or terminate your account and refuse to grant you access to all or part of the website. You will receive a username and password to access our services. You alone are responsible for keeping your username and password secret and for any actions that may be performed using your account with your username and/or password.

You expressly commit to (1) informing www.tintinpressclub.com immediately of any unauthorized use of your account and/or password and/or any security breach, and (2) ensuring that you always log out of the website when you finish using it.

www.tintinpressclub.com cannot be held liable for any loss or damage that occur if the obligations of this paragraph are not observed.

The information provided by the user is necessary to register for the website www.tintinpressclub.com.

Users commit to not assuming the identity of another person and not using a false name. Data are stored in the user’s personal account.

Users' personal data are processed in accordance with the law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data implementing European regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Tintin Press Club commits not to use, share, divulge or sell any information about its users to third parties.

Every user has the right to view, modify, correct or have deleted the data about them on the site, and they can exercise this right by emailing info@tintin.com or by unsubscribing. Data will be stored for two years from the date of registration on the site.

For more information about privacy, users are invited to view the privacy policy of the website www.tintin.com

Users accept cookies that will enable them to be recognised and identified more easily when they next visit and log into the site and will keep count of their visits etc. If the user deactivates certain cookies, Tintin Press Club cannot be held responsible for any resulting inconveniences, errors or malfunctions.

4. Terms of use for the website www.tintinpressclub.com

The website www.tintinpressclub.com may impose general rules and limits on use of the service. The website www.tintinpressclub.com is free to delete any accounts that are inactive for one year.

Users commit and consent in particular to:

- not disrupt or interrupt the networks connected to the website or third-party servers;
- comply with any regulations, codes of conduct and internet network procedures;
- not attempt to gain unauthorized access to other IT systems;
- not to obstruct the use and operation of the website or any other similar service;
- not to reproduce, copy, sell, resell or use for commercial purposes of any kind any part of the service, any use of the service, or any right to access the service.

5. Suspension and interruption of access to the site

The website www.tintinpressclub.com reserves the right to modify or temporarily or permanently interrupt access to all or part of the website at any time and for any reason, without being required to inform you in advance.

www.tintinpressclub.com cannot be held responsible for any direct or indirect damage connected to a modification, suspension or interruption of the website.

You acknowledge that www.tintinpressclub.com has the right to terminate all or part of the access right that corresponds to your account and password, or to delete your account and password, for any reason and without prior notice, in particular if the website www.tintinpressclub.com legitimately believes that you have violated or acted in contradiction of these terms and/or any legal requirements in force.

www.tintinpressclub.com cannot be held liable for any direct or indirect damage that results from the termination of your access to the website for any reason whatsoever.

www.tintinpressclub.com cannot guarantee (i) that the website meets the user's expectations or specific needs, or (ii) that the website will be available without interruption and free from errors.

The user expressly absolves www.tintinpressclub.com of any performance obligation as regards the website's performances and results.

6. Intellectual property rights

Information, images, photographs, logos, drawings, brands, designs, slogans etc. that you find on the website www.tintinpressclub.com are protected by intellectual property laws (copyright, trademark law, etc.).

The same applies to the elements that make up the website www.tintinpressclub.com. Except with the express prior written authorisation of Moulinsart SA, users are not authorised to modify, reproduce, hire, borrow, sell, distribute or create derivative works based in full or in part on the elements found on the site.

Users are not authorised, and may not authorise third parties, to copy, modify, create a derived work, reverse the design or assembly or in any other manner try to find the source code, sell, assign, sub-license or transfer in any way any rights pertaining to the service. Finally, you commit not to modify the website in any way and to refrain from using modified versions of the website in particular (this list is non-exhaustive) to obtain unauthorised access to the website. You are forbidden from accessing the website in any way other than through the interface provided to you by www.tintinpressclub.com.

7. Communication

Any messages will be sent to users by email to the address they entered in the registration form.

8. Invalidity of a clause

If one of the conditions of these terms is declared null or void, the other conditions herein shall remain in force.

9. Waiver

No party shall be presumed to have waived one of the conditions of these terms except if they have expressly waived it in writing (electronically or not).

10. Applicable law and competent courts

These terms of use are governed by Belgian law. Any disputes shall be subject to the exclusive competency of the courts of Brussels (Belgium).

PRESS REQUEST TO USE IMAGES, PROCEDURE FOR JOURNALISTS

1. Request related to news about Hergé's works:

Images free from rights are available to you on our website www.tintinpressclub.com which you can access once you have obtained a password. Images from Tintin Press Club must only be used for a single article and may not be reused at a later time. The image must appear inside your magazine, newspaper etc. The use of image(s) is subject to approval of your mockup.

If you wish to feature the image from Tintin Press Club on a front cover or front page, reproduction rights must in this case be paid and your mockup must be approved. If your mockup is not submitted or supporting documentation is not provided, we reserve the right to withdraw access to the site.

If you wish to use images other than those available on Tintin Press Club, please specify the following references: title of the album, page number and the number of the frame (i.e. the letter that corresponds to the strip and the frame number), e.g. "The Crab with the Golden Claws", p. 19, A1.

A price will be proposed relative to the reproduction rights.

The amount of the reproduction rights depends on the following factors:

- The print run of the paper/magazine;
- The location and format of the frame: the rate may change depending on the visibility of the frame (cover, inside, quarter of a cover, website, etc.) and its format (frame, strip, etc.);
- If the frame is not available in our digitised image database, costs must be added that are calculated on the basis of the time required to prepare the image (€95/hour).

Our fees for the usage rights of elements taken from the works of Hergé are based on the SOFAM fees from 2013 which are still in force.

2. Request related to writing an article not related to news about Hergé's works:

As explained above, you must specify which images you would like to use. You will be asked to pay for reproduction rights which depend on whether the frames are available in our digitised database of images and the print run of your newspaper/magazine.

3. Charter for the use of images

The use of images from the website www.tintinpressclub.com or our database of images is subject to a usage charter that you can find below and with which you are required to comply.

4. Non-compliance with the procedure

In the case of non-compliance with the charter or unauthorised use of one or more images (this also includes reuse of an authorised image, as authorisation is only provided for one single use), you may be asked to:

- publish a sidebar in your newspaper informing your readers that the image was used unlawfully;
- pay for reproduction rights calculated for each image used based on the print run and location of the image (specific penalties may be added, particularly if an image is used on a cover).

This procedure applies to the written press and to online and on television journalism.

CONTACTS:

Please get in touch if you have any questions.

By email: visuel@moulinsart.be

By phone: +32(0)2626 24 21

Charter for the use of visuals from the work of Hergé

In order to preserve the integrity of the work of Hergé as far as texts, drawings and colours are concerned, Moulinsart SA strictly and uncompromisingly forbids any changes, touching-up, adaptation, artistic interpretation, collage and any other non-authorized reproduction, under any form (scanning, photocopy, etc.) and in any media, of the names, characters, objects and other symbols from this work.

Moreover, the reproduction of visuals taken from the work of Hergé is subjected to the following constraints:

- The following copyright credit must be placed distinctly near all visuals which are reproduced from the works of Hergé: © Hergé-Moulinsart 20XX
- It is strictly forbidden:
 - To reproduce visuals taken from the work of Hergé to illustrate themes linked to money, politics, the medical or paramedical field, sex, weapons, alcohol, drugs and tobacco.
 - To reproduce visuals taken from the work of Hergé on the cover of a magazine if the article or dossier dedicated to Hergé and his work is made up of less than three A4 pages, visuals not included.
 - To reproduce visuals taken from the work of Hergé on the cover of a book dedicated in part or entirely to Hergé and his work without the prior authorisation of Moulinsart SA.
 - To reproduce in isolation all or some elements from the book covers of the work of Hergé.
 - To reproduce all or part of the portrait gallery from the inside front cover and the inside back cover of the books.
 - To use text other than the original one in the speech bubbles, the covers, etc. and to add any text onto the selected visuals.
 - To use the font (typography) of Hergé outside the reproduction of the visuals where it appears.
 - To alter the colours, the drawings or the orientation of the visuals (e.g. if Tintin looks to the left, you cannot reverse the drawing so that he looks to the right).
 - To make a collage or superimpose any visuals (visuals cannot cover or be covered by another image or text).
 - To associate visuals taken from the work of Hergé with visuals taken from the work of another author for promotional or commercial purposes.
 - To recreate a strip that is made up of several vignettes that don't exist as such in the original work. Changing the order of the vignettes and making up a strip with vignettes which do not follow the initial order of the original work.
 - To redraw visuals, even for the purpose of a pattern, a painting, a sculpture, etc.

Generally speaking, the visuals provided by the Moulinsart graphic studio are to be used as they are, without any change or adaptation.