

IMAGE RIGHTS OF AUDITORIO DE TENERFE

The image of Auditorio de Tenerife has been a registered trademark since 2003, obtaining its TOTAL ASSIGNMENT that year. The use of the image, both in photographs and illustrations, of all or part of it as well as the use of the logo or of any other element that defines the building is regulated by the law in force on the quiet enjoyment of any registered trademark. The TOTAL ASSIGNMENT of the Trademark Auditorio de Tenerife, grants the legal ownership of the said trademark, giving an exploitation monopoly as it confers on the rights' holder the right of the registered image and the power to take action against third parties who use it without their consent, being protected by the legislation on Propiedad Industrial, Ley de Marcas 17/2001 y de Competencia Desleal. [Industrial Property, Trademark Law 17/2001 and Unfair Competition]

The request to use the image **must be made in writing and be duly signed and stamped and sent to <u>localizaciones@auditoriodetenerife.com</u> both for commercial and non-commercial use. Fees only apply for commercial use.**

Fees for locations in the outdoor areas of Auditorio de Tenerife, with commercial use of the image

Photo-shoot *	
1 day	1,500€
2 days	2,000€
3 days	2,500€
Film shoot *	
1 day	1,800€
2 days	2,500€
3 days	3,000€

^{*} Please inquire about more days.

Canarian production companies have a 20% discount.

If the production also requires the use of dressing rooms, other rooms or other indoor areas of Auditorio de Tenerife, the amount corresponding to the space requested must be added



to the above fees as well as how long they will be needed for. AUDITORIO will issue a quote to THE CLIENT according to his/her request.

Any other service or item requested by THE CLIENT after the quote has been signed, will be quoted separately and the amount included in the final invoice without the need for THE AUDITORIO to communicate it previously. With this purpose, a representative of THE CLIENT, who has been previously authorized, must sign all additional requests made after the quote is signed.

Payment is to be made before the start of the shoot by a bank transfer to Auditorio de Tenerife bank account (<u>CaixaBank ES97 2100 8602 1902 0004 3326</u>) and a copy of the payment voucher sent to us.

Any service involving extra use of electrical power, bags or goods carriage, permanent assistance of the technical service, or special setting-ups must be foreseen and requested expressly. THE AUDITORIO has no obligation to grant the space for a longer time in order to arrange it or for special setting-ups, unless THE AUDITORIO has expressly granted this authorization in writing. The duration for the shoot will be that agreed with the client who will meet all the extra expenses that may arise from extending the working hours, especially regarding the staff.

THE AUDITORIO will not be made responsible for the loss of objects or effects of those present in the shoot. THE CLIENT is responsible for any damages that may be done at the Auditorio or in any of its facilities during the shoot. The shooting area must be left in the same condition as it was received.

THE AUDITORIO, both in its indoor and outdoor areas, has advertising panels with information about its shows. Should these panels be incompatible with the shoot, THE CLIENT will meet the expense involved in stripping them down and setting them up again once the shoot is finished.

THE CLIENT expressly undertakes to fulfil all the security rules and follow the instructions given by THE AUDITORIO staff. Inflammable products or substances are forbidden. According to the regulations in force, smoking is strictly forbidden in the whole of the Auditorio de Tenerife building, and municipal ordinances must be abided in all the film and photo shoots.

AUDITORIO is released from responsibility for possible damages deriving from a production. THE CLIENT is the only person liable for any damages caused by himself/herself or his/her



workers or any other related to the production. He/she will also be responsible for any complaints AUDITORIO may receive from a corporate or natural person in connection with this request.

In accordance with that provided for in Ley Orgánica 1/1982, de 5 de mayo, de Protección Civil del Derecho al Honor, a la intimidad personal y familiar y a la propia imagen, [Act of Parliament 1/1982, of 5 May, on Civil Protection of the Right to Honour, to personal and family privacy and one's own image] and Ley Orgánica 1/1996, de 15 de enero, de Protección Jurídica del Menor, de Modificación parcial del Código Civil y de la Ley de Enjuiciamiento Civil, [Act of Parliament 1/1996 of 15 January on Legal Protection of Minors, on Partial Modification of the Civil Code and the Law of Civil Proceedings] and in order to strictly comply with them, when taking/recording/reproducing the images, THE CLIENT, must be in possession of the consent given in the conditions and requirements demanded in the legal provisions above mentioned, expressly releasing THE AUDITORIO from any responsibility for the unduly use of the images taken in its facilities.

Also, THE AUDITORIO, with the aim of safeguarding its interests and reputation, must be informed by THE CLIENT, without exception, of the ultimate use of the images taken during the shooting. This information will be subject to the duty of mutual confidentiality between THE CLIENT and THE AUDITORIO.