

**Terms and Conditions as at 16/10/2025**

**Introduction**

This System is jointly provided by Tourism Ireland, Fáilte Ireland and Tourism Northern Ireland. All Content is free to use as long as these Terms and Conditions and licence rules are followed.

Content must be used only to promote the island of Ireland as a tourist destination.

Content must not be used for the Prohibited Purposes (as defined below) without the written permission of the relevant authority obtained below.

**If You do not agree to these Terms You must not use the System, the Content or the Services or upload any Content and must leave the System immediately.**

If You have any questions concerning these Terms, the System, the Content or the Services please Contact Us at:

- For Fáilte Ireland: [contentpool@failteireland.ie](mailto:contentpool@failteireland.ie)
- For Tourism Ireland and Fáilte Ireland: [info@irelandscontentpool.com](mailto:info@irelandscontentpool.com)
- For Tourism Northern Ireland: [medialibrary@tourismni.com](mailto:medialibrary@tourismni.com)

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**2. DEFINITIONS**

<b>“Additional Licence Terms”</b>	any licence terms available via the System, which are attached to or published with an individual piece of Content, that set out any additional terms and restrictions applicable to Your use of that Content (for example with respect to licence period, Expiry Date or geographical restrictions);
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<p><b>“Commercial Non-Tourism Related Enterprises”</b></p>	<p>commercial use not directly related to the promotion of tourism or destination tourism on the island of Ireland including but not limited to postcards, books, flyers, e-zines, posters, estate agent and building development listings, advertisements and other promotional material);</p>
<p><b>“Content”</b></p>	<p>means all of the content featured or displayed for licence on this System including, without limitation, all text, graphics, data, images, sounds, illustrations, video footage and the selections and arrangements of such materials as may be made available via the System;</p>
<p><b>“Expiry Date”</b></p>	<p>information as to the expiry date / end of licence period for any individual piece of Content which is made available via the System (and which, for the avoidance of doubt, forms part of the Additional Licence Terms);</p>
<p><b>“IPR”</b></p>	<p>means intellectual property rights which include, but are not limited to, copyright, moral rights, registered designs, patents, trademarks, service marks, brands, design rights (whether registered or unregistered) semiconductor rights, database rights, trade secrets, rights of confidence and all other similar rights (including applications for the registration of any of the foregoing rights) and all other renewals and extensions thereof in any part of the world;</p>
<p><b>“Organic Marketing”</b></p>	<p>Any organic marketing or earned media carried out using non-paid strategies, social media engagement, editorials, and websites to build brand visibility and promote a product or service naturally, rather than through direct payment for advertising;</p>
<p><b>“Paid Advertising”</b></p>	<p>any usage or placement in any media that is paid for in cash, credit or goods in kind including but not limited to print media, broadcast media, advertising, billboards/posters, baggage carousel placements, sponsorship on TV, or any paid for placement on social media;</p>
<p><b>“Prohibited Purposes”</b></p>	<p>Includes any use in or for Commercial Non-Tourism Related Enterprises; commercial distribution rights, i.e. the right of selling,</p>

	licensing or sublicensing the Content against a fee to third parties, e.g. through sub-distributors and/or sales agents in various markets and distribution channels. And any use not expressly permitted by the relevant agency in writing;
<b>“Purpose”</b>	promoting the island of Ireland for tourism purposes;
<b>“System”</b>	means the Digital Asset Management System (DAMS) referred to as ‘Ireland’s Content Pool’ (and/or ‘Northern Ireland’s Content Pool’, as the case may be), the website(s) via which it is made available and its content, i.e. this online platform with its directly associated webpages;
<b>“Services”</b>	means the access, software, tools, support and Content provided to Users via the System;
<b>“Terms”</b>	means the Terms and Conditions of use of this System;
<b>“User”</b>	means a user of the System, who uses the Services and obtains Content;

### 3. GENERAL INFORMATION

3.1 The System is jointly owned and operated by the National Tourism Development Authority, otherwise known as **Fáilte Ireland** (a statutory body established by the National Tourism Development Authority Act, 2003, whose principal place of business is at 88-95 Amiens Street, Dublin 1), **Tourism Ireland** Limited having its registered office at 5th Floor, Bishop’s Square, Redmond’s Hill, Dublin 2 and **Tourism Northern Ireland**, the trading name of the Northern Ireland Tourist Board, with registered offices at Floors10-12, Linum Chambers, Bedford Square, Bedford Street, Belfast, BT2 7ES (referred to herein as “Fáilte Ireland”, “Tourism Ireland”, and “Tourism Northern Ireland” – “**We**”, “**Us**”, “**Our**” or “**Ours**”).

3.2 The purpose of these Terms is to set out the provisions upon which the users of the System (referred to herein as “**You**”, “**Your**”, “**Yours**” or the User(s)), are permitted to view, download and use the Content on the System, so that You may use the Content solely for the purposes of promoting the island of Ireland for tourism purposes (the ‘**Purpose**’). The Content is provided in good faith for general marketing and communication use for the Purpose only, and use of same for Prohibited Purposes is prohibited unless expressly agreed to in writing by Us. (**More detail in Section 6**).

3.3 You should read these Terms carefully as, amongst other things, they clarify the limitations of Our liability to You and govern the agreement between You and Us.

### 4. ACCEPTANCE OF OUR TERMS

4.1 By registering for or accessing the System or using any Service or Content = You agree to be bound by these Terms.

4.2 In addition, the Additional Licence Terms shall be deemed incorporated into these Terms and are accepted by You with respect to the download and use of any individual pieces of Content to which they apply. These Terms apply to all Users of the System.

4.3 We reserve the right to review and revise these Terms from time to time at Our sole discretion. You should check the System from time to time to review the current Terms because they are binding on You (as amended or revised). The date of the most recent revisions will appear on this page. We will notify You of a change in Our Terms by electronic communication to the email address provided at time of registration, and by placing a prominent notice on the System. We encourage You to review the Terms whenever You visit Our System.

#### **4.4 Access**

4.4.1 In order to access the System's Services and Content You must:

- (a) be aged 16 years or over;
- (b) have accepted Our Terms; and

have provided Us with complete and accurate information for the registration. By registering with Us, You warrant that the information given for Your Account (together with any other information which You may from time to time provide to Us, whether as part of the registration process or otherwise) is complete, true, accurate and not misleading in any way. You are responsible for notifying Us of any changes to such information in order to ensure that it remains up to date.

4.4.2 You are responsible for all activity regarding, and occurring on, Your account, including Your Username and Password, whether authorised by You or not. You must keep your Username and Password details secure at all times. You must immediately notify Us of any unauthorised use of Your Account. You may be liable for losses incurred by Us or any other User of or visitor to the Site due to someone else using Your Account. You must not use an Account belonging to someone else. We will not be liable for any loss or damage arising from Your failure to comply with these obligations.

### **5. COPYRIGHT, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

5.1 The System, Content and Services, including those provided from third parties, is protected IPR.

5.2 All IPR subsisting in the System and its Content or Services is, – unless expressly stated otherwise on the System or in these Terms, - either owned by Us or licensed to Us. All rights remain reserved to Us or, if provided by a third party, to such third party (and even if any such Content or Service is not explicitly identified to be legally protected or registered, this does not imply any waiver by Us or the third party (if applicable) of applicable intellectual property rights with respect to any such Content or Service in its entirety or parts thereof).

5.3 You may not reproduce, copy, post, republish, broadcast, record, transmit or edit any Content, materials or part(s) thereof save as expressly permitted in these Terms or with Our express prior written consent, nor do or attempt to do anything which infringes Our IPR or any IPR licensed to Us or owned by a third party. The same shall apply to ideas and concepts that the System, and any of its Content or Services is based on, even if not protected by IPR.

### **6. USER'S RIGHTS AND OBLIGATIONS**

6.1 **Licensed Rights:** We hereby grant You, subject to and in accordance with the remainder of this Section 6, free of charge, the following non-exclusive, non-transferable, non-sublicensable rights

solely for the Purpose and in accordance with any Additional Licence Terms specified on the System with respect to each individual piece of Content:

- (a) the right to use the System, Content and Services, including the right to download or copy Content or retrieve Services from the System (as technically permitted by the System);
- (b) the right to edit and adapt the Content within reason and as per the specifications set out in 6.7 and the right to combine or link the Content with other material, provided that the integrity of the Content is not compromised; and
- (c) the right to publish and reproduce the Content an unlimited number of times in print (subject to the Expiry Date (where applicable)).

6.2 **Additional License Terms:** For the avoidance of doubt, the Additional License Terms here also refer to the exclusion of Fáilte Ireland owned Content from Paid Advertising use without express written permission, and Fáilte Ireland processed third party Content from any Paid Advertising use.

6.3 **License Period:** The licence period for each piece of Content shall be 1 year commencing on the date of download, unless there is an Expiry Date specified for that Content which falls earlier than 1 year, in which case You must cease all use of that Content at the Expiry Date.

6.4 **License Territory:** worldwide (unless otherwise specified for individual Content on the System).

6.5 **Excluded Rights:** For the avoidance of doubt, use of the Content for the Prohibited Purposes (without Our express permission in writing) is expressly excluded from Your right to use the Content and/or the Services.

6.6 **Credit:** You will credit Tourism Ireland, Fáilte Ireland, Tourism Northern Ireland or the relevant creator where Content is used. Please note when downloading more than one piece of Content that each one may have a different copyright owner and therefore You must check the copyright and credit details for each one.

6.7 **Notification and Sample:** You will deliver to Us a notification regarding any media or press use, with details of where the Content or Service used by You can be found, and will provide us with a sample of the final version in electronic format via e-mail to the following e-mail addresses:

- For Fáilte Ireland: [contentpool@failteireland.ie](mailto:contentpool@failteireland.ie)
- For Tourism Ireland and Fáilte Ireland: [info@irelandscontentpool.com](mailto:info@irelandscontentpool.com)
- For Tourism Northern Ireland: [medialibrary@tourismni.com](mailto:medialibrary@tourismni.com)

6.8 **Your obligations:** You agree that Your obligations in connection with the System, the Content and Services include the following:

- (a) You must comply with both the terms and conditions as set out in these Terms and any Additional Licence Terms specified on the System with respect to each individual piece of Content;
- (b) You must not copy, reproduce, republish, publicly display, translate, offer, transmit, upload or distribute in any way (including “mirroring”) any part of the System or any Content or Service to any other computer, server, website or other medium for publication or distribution, except as expressly provided in these Terms or otherwise agreed to by Us in writing;

- (c) You must not use the Content or Services for any of the Prohibited Purposes, unless otherwise agreed to by Us in writing;
- (d) You must not edit or adapt Images through any means or technology in order to change or alter the original composition or intention, excluding simple formatting, sizing or cropping;
- (e) You must not modify, decompile, reverse engineer, disassemble or create derivative works based on any software incorporated in or forming part of the System
- (f) You must not hamper, disable, interfere or attempt to hamper, disable or interfere with the System or any part of it (including its security-related features or any transaction as may be concluded on the System) or in any way reproduce or circumvent the navigational structure of the System, to obtain or attempt to obtain any Content or Service through any means other than as intentionally offered under the System or deep link or employ software or any automatic device, technology or algorithm, to 'crawl', 'scrape', search or monitor the System and/or retrieve or copy Content or related information;
- (g) You must not cast a negative light on Us, on Ireland, on Northern Ireland, or on Northern Ireland or Ireland tourism businesses.
- (h) You must not use any data mining, robots or similar data gathering or extraction methods;
- (i) You must not manipulate or otherwise display the System or Content by using framing or similar navigational technology.
- (j) You must not register, subscribe, unsubscribe or attempt to register, subscribe or unsubscribe any party for the System or Services if You are not expressly authorised by such party to do so;
- (k) You Must not use the System or Content other than for its intended purpose. Such unauthorised user may also violate applicable laws including without limitation copyright and trademark laws, the law of privacy and publicity and applicable communications regulations and legislation as may be amended, extended or replaced from time to time;
- (l) You must not use any Content in connection with:
  - illegal products, content, services or materials;
  - any products, content, services or materials concerning or relating to obscenity, pornography or similarly adult themed material;
  - any libelous or generally defamatory content;
  - any coverage or reporting of crime, antisocial behaviour, dysfunctional familial relationships or health, social or welfare issues where a negative light may be cast on an individual or group of people, whether unintentional or otherwise;
  - accidents or catastrophes; and/or
  - any countries other than Ireland or Northern Ireland;
- (m) You must not use the System, Content or Services for any unlawful purpose or with any unlawful material (such terms to include, but not be limited to, any pirated software or any material which is obscene, threatening, malicious, deceptive, harmful, abusive, defamatory, intimidating, discriminatory) or which breaches the rights (including, but not

limited to IPR) of Us and/or any third party or which encourages or procures any criminal activity or contains any virus or other harmful code or script;

(n) You must not probe, scan, or test the vulnerability of the System or of the supporting network supporting, or seek information on visitors to this Site.

6.9 **Assignment:** These Terms and any rights and licenses granted hereunder may not be transferred or assigned by You without Our express prior written consent but may be assigned by Us without restriction.

6.10 **Indemnity:** You agree to fully indemnify and hold Us, Our affiliates, officers, directors, shareholders, employees and agents harmless in respect of any and all liabilities, damages, claims, actions, expenses, demands or costs (including any legal fees in relation to such claims or damages) incurred by Us arising from, or in connection with, Your use of (whether by uploading or downloading) and access to the System, Content or Services, including any breach or suspected breach of these Terms or Your violation of any law or infringement of third party rights including without limitation any copyright, property, or privacy right.

6.11 In the event that You become aware of any actual or alleged infringement of third parties' rights by any Content or Service, You shall:

(a) immediately notify Us in detailed writing and cease using the affected Content or Service;

(b) not make any admission as to liability;

(c) allow Us to take sole control of any claim; and

(d) provide Us with all assistance as may be requested in relation to the infringement, including using best efforts to minimize the negative effect of the infringement.

## 7. **DISCLAIMER AND LIMITATION OF LIABILITY**

7.1 We make no express or implied representations or warranties of any kind (and all representations and warranties are expressly disclaimed to the fullest extent permitted under applicable law) with respect to the accuracy, quality, timeliness (including in respect of delivery), operability, or completeness of the System, Services, Content or with respect to the noninfringement of industrial or intellectual property or any other rights of third parties or the fitness of the Content for a particular purpose or that any that any use of the System will be free from any interruptions, delays, inaccuracies, server down-time, errors or omissions or will be secure, or free of viruses, worms or other harmful components. Any decisions or action taken by You on the basis of or in relation to the information, Content or Services provided on or via the System are at Your sole discretion and risk.

7.2 We give no warranties whatsoever as to the existence of any model, property or other releases associated with the Content. You shall satisfy Yourself that all releases, consents, licences or permissions as may be required for use of the Content have been secured. You are solely responsible for obtaining all such releases, consents, licences or permissions and Your licence is conditional in each case on Your obtaining them. You shall not rely on any representation which may be made on the System and may only rely on an express representation given specifically to You by Us in writing. We do not warrant the accuracy of the captioning, keywording or any other information associated with the Content. You shall satisfy yourself that all such information is correct.

- 7.3 You acknowledge and agree that You access and use the System, Content and Services at Your own risk on an “as is” and 'as available' basis and that We are not liable for any errors or omissions in any Content, Service, any availability or delivery (including without limitation whether caused by interruption, deletion, delay in operation, transmission, communication line, errors, omissions or bugs, computer viruses, trojan horses or the like, or other harmful code or script), nor any damages related thereto.
- 7.4 We do not warrant that the System, the Content or the Services will be error-free or uninterrupted or that defects will be corrected. We reserve the right at any time and without notice to remove the System, Content or Services (or part thereof) for whatever reason, or to interrupt the operation of the System, Content or Services (or part thereof) as may be necessary to perform routine or non-routine maintenance, error correction or other changes.
- 7.5 We may sometimes provide, or the System may contain, hyperlinks and/or references to other sites that are not owned or controlled by Us. We accept no responsibility or liability for any material supplied by or contained on any third-party site or system which is linked from or to Our System, including but not limited to content, privacy policies or practices of any such third-party site. Neither are We responsible for any third party’s system or website and You visit such system or website entirely at Your own risk. By using Our System, You expressly release Us from any and all liability arising from Your use of any third-party website.
- 7.6 In any event, to the fullest extent permitted by applicable law, We (including but not limited to Our directors, officers, employees, partners, licensors, agents or other representatives) shall not be liable for any damage or loss of any kind, whether direct or indirect, compensatory, consequential, exemplary, special, incidental or punitive, including, without limitation, damages for loss of profits, revenue, income, goodwill, use, data, or other intangible losses or damages that You may suffer as a result of a failure by Us to deliver the Content or Services for any reason, including but not limited to access delays or interruptions, data non-delivery or misdelivery, failure to deliver the Content or Services due to server failure or any event of force majeure including without limitation, acts of God, war or terrorism, breaches of security or unauthorized use of personal data arising from hacking and/or failure or lack of reception of networks. The exclusion set out in this section shall apply even in the event that the loss or damage suffered by You was or should have been foreseen by Us and/or You told Us of the risk of You suffering the loss or damage in question.
- 7.7 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation, or for any other type of liability which cannot be limited or excluded by applicable law.
- 7.8 The System contains an extensive archive of Content. Accordingly, certain Content may describe or depict persons, institutions or events that reflect social attitudes, beliefs and circumstances of a particular place and/or time that may be viewed as insensitive, offensive or inappropriate by You, or the community in or to which You intend to publish, transmit, display or broadcast such Content. We shall not be liable or responsible to You, or any other person or entity with respect to such Content.

## **8. DATA PROTECTION AND PRIVACY POLICY**

- 8.1 All personal data which You provide to Us as part of the registration process or otherwise in relation to the Services is subject to Our Data Protection and Privacy Policy which is available at [TNI.com](http://TNI.com), [here](#).

## **9. TERMINATION, SEVERANCE, GOVERNING LAW AND JURISDICTION AND MISCELLANEOUS**

- 9.1 Notwithstanding any of these Terms, We reserve the right, without notice and at Our sole discretion, to terminate Your account and/or block Your use of the System, Content or Services.
- 9.2 You may cancel Your Account at any time by contacting Us at the details set out above in the Introduction and again at Section 6.7.
- 9.3 Without prejudice to Section 9.1, You agree that We may, at Our sole discretion, without the need to give reasons and without prior notice, suspend or terminate Your Account and/or access to the System, Content or Services in its entirety or in part upon written notice at any time, if (a) We determine or have reasonable grounds to suspect that You have breached these Terms; or (b) you have not utilised the System for a period of 3 years.
- 9.4 Without prejudice to Section 9.1, We may require You to cease all use of any Content if We believe that Your use of such Content infringes the intellectual property rights of any third party, breaches these Terms or breaches any applicable law or regulation. In this instance, We may terminate these Terms, including Your licence to use such Content, immediately upon written notice at any time.
- 9.5 Each of the provisions in these Terms are distinct and severable, and if any provision, or part of a provision is found and/or held to be unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority, it shall to that extent be deemed not to be part of these Terms, and the enforceability, legality and validity of the remainder of these Terms will not be affected.
- 9.6 These Terms, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the law of Ireland and subject to the exclusive jurisdiction of the Courts of Ireland. In the case of, and in relation to 'Northern Ireland's Content Pool', these Terms, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the law of Northern Ireland and subject to the exclusive jurisdiction of the Courts of Northern Ireland.
- 9.7 Any waiver of any provision of these Terms will be effective only if in writing and signed by Us. Any rights not expressly granted herein are reserved.