

Süddeutsche Zeitung

General Terms and Conditions for the use of SZ.de

03.11.2025

These General Terms and Conditions ("GTC") apply exclusively to access to digital content on the website where the third party is not obliged or has not committed to paying a price (i.e. third parties who are not SZ subscribers).

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Special conditions

Contract conclusion

By clicking on the "I agree" button, a contract for advertising is concluded between the user and the publisher.

The publisher provides the user with journalistic content together with personalised advertising, advertising tracking, usage analysis and external multimedia content. To this end, it allows the user to access the freely available content on SZ.de (provided that the user does not wish to access SZ Plus articles).

In return, the user provides certain personal data and consents to its processing (information such as cookies, device ID, IP address, etc.) for the following purposes:

- Usage analysis and product optimisation
- SZ personalisation and marketing
- Advertising by third parties (IAB)

If the user wishes to use SZ.de on different devices, they must conclude a contract with advertising for each device. It is also necessary to object to data processing and terminate the contract on each device. The publisher is unable to identify users across devices, meaning that it cannot assign the conclusion or termination of contracts to the devices used by the user.

Termination

(1) The contract with advertising can be terminated at any time with immediate effect. By selecting the link "Terminate contract with advertising" in the footer of www.sz.de, a confirmation page opens where the contract with advertising can be terminated. This results in the immediate termination of the contract with advertising. Termination will result in the discontinuation of use of SZ.de.

If you object to data processing – this can be done in the footer of [www.sz.de] (<https://www.sueddeutsche.de/>) under "Contract with advertising" via the "Objection" link or under Settings in the news app via the "Object to contract with advertising" link – the publisher will terminate the contract with advertising without notice, as it is not economically reasonable to continue due to the loss of advertising opportunities. Termination will result in the discontinuation of use of SZ.de.

The use of programmes that ensure that advertising contained on websites is not displayed to the viewer (so-called ad blockers or advertising filters) violates these contractual terms and conditions after conclusion of the contract with advertising and entitles the publisher to terminate the contract without notice.

Users can order SZ Plus subscriptions at any time or conclude a new contract with advertising.

Data protection

The publisher processes the user's data provided for the contract with advertising on the basis of Art. 6 (1) (b) GDPR for the fulfilment of the contract as described in this privacy policy. The user may submit data protection declarations (objections) for this data processing at any time in accordance with Section 327q(1) of the German Civil Code (BGB) in the footer of www.sz.de.

General conditions

Contractual partner

The contractual partner is

Süddeutsche Zeitung GmbH
Hultschiner Straße 8
81677 Munich, Germany

Register court: Munich Local Court, HRB 73315
VAT ID number: DE 811158310

Management

Dr Christian Wegner (Chair), Johannes Hauner, Dr Karl Ulrich

Telephone: +49 89 2183-0

General email: kontakt@sz.de

Email for consumer right of withdrawal: widerrufsrecht@sz.de

Email for data protection: datenschutz@sz.de

Definitions

Customer

Customer is the person or company/institution with whom the contract is concluded as a result of the order or registration, regardless of whether the customer completes the order process themselves or a representative (e.g. employee) acts on behalf of the customer.

Consumer

Consumer is a natural person if the purpose of the concluded contract cannot be predominantly attributed to a commercial or self-employed professional activity (§ 13 BGB).

Entrepreneur

Entrepreneur means any natural or legal person or partnership with legal capacity who, when concluding the contract, is acting in the exercise of their commercial or independent professional activity.

User

User within the meaning of these General Terms and Conditions is the natural person who uses the publisher's print and/or digital offerings as a customer or is authorised by a customer to use them.

Right of withdrawal

Customers who are consumers have the following statutory **right of withdrawal**.

Cancellation policy

You have the right to withdraw from this contract without giving any reason. The withdrawal period is 14 days. It begins on the day the contract is concluded.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

Consequences of revocation

If you have withdrawn your declaration of intent to conclude the contract with advertising within the specified period, you and we are no longer bound by our declarations of intent to conclude the contract and you can no longer use SZ.de.

Liability

(1) The publisher shall only be liable

- for damage caused by it intentionally or through gross negligence,
- for damage resulting from culpable injury to life, limb or health,

- if and to the extent that this is mandatory under the Product Liability Act, and
- for damages resulting from at least slightly negligent breach of an obligation, the fulfilment of which is essential for the proper execution of the contract, the breach of which jeopardises the achievement of the purpose of the contract and on the observance of which the client regularly relies (cardinal obligations).

Otherwise, claims for damages against the publisher are excluded regardless of the legal basis.

(2) Liability for damages shall be limited to foreseeable, typically occurring damage, except in cases of liability for intent and culpable injury to life, limb or health.

(3) Claims for damages by merchants against the publisher shall become time-barred, except for claims arising from tortious or intentional acts, twelve (12) months after the date on which the client became aware or should have become aware of the circumstances giving rise to the claim.

(4) Insofar as the publisher's liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

Copyrights

(1) The use of our publications, in particular journalistic content, is permitted exclusively for personal, non-commercial purposes, unless the user has applied for the right to commercial use on a single workstation during registration. The transfer of content to third parties is prohibited, regardless of the purpose and type of transfer. Any use beyond this is prohibited without the express consent of the publisher, irrespective of any protection of this content under the German Copyright Act (UrhG) and irrespective of the scope of such legal protection. In particular, it is not permitted to use our publications, in whole or in part, for the purpose of producing, supporting, improving or operating other news and information services or for other (commercial) purposes a) to read, analyse, process or index them using technical aids such as crawlers, spiders, scraping or text and data mining; b) to edit or otherwise modify, translate, rephrase, abridge or summarise them with the aid of artificial intelligence programmes; or c)

to publish or make available to defined groups of persons or individual third parties, whether in their original form or in edited, translated, reworded, shortened, expanded or summarised form, regardless of the transmission method (online or otherwise) in any form. Actions that are expressly permitted under copyright law remain unaffected by the above provisions. Uses that are not permitted under copyright law are also not permitted under the above provisions, even in individual cases. Furthermore, it is not permitted to use our publications for the training, development and/or improvement of (generative) AI systems. In particular, the publisher expressly reserves the right to text and data mining within the meaning of Section 44b of the Copyright Act.

(2) Further rights, in particular the right to commercial use of journalistic content (e.g. republication) as well as transferable usage rights, media monitoring and analysis, multi-user licences or licences for libraries and schools can be purchased via www.sz-archiv.de. Rights to create an electronic press review can be obtained from Presse-Monitor Deutschland GmbH (PMG) (www.pressemonitor.de).

Changes to these Terms and Conditions

The publisher may, in the event of a change in market conditions, legal requirements or supreme court rulings, amend these General Terms and Conditions at any time with future effect and without stating reasons, provided that this does not place an unreasonable burden on the customer.

Final provisions

(1) These General Terms and Conditions and all legal relationships between the parties are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) To the extent permitted by law, Munich is agreed as the place of performance and exclusive – including international – place of jurisdiction.

(3) Agreements that deviate from these General Terms and Conditions must be made in writing. This also applies to changes to this written form

requirement.

(4) Should any part of these General Terms and Conditions be void or voidable, this shall not affect the validity of the remaining provisions. In place of the legally ineffective part, it shall then be deemed to have been agreed upon what comes closest to it and/or what the parties would have agreed upon if they had been aware of the ineffectiveness. The same shall apply in the event that the provision should contain a loophole.

Usage analysis, marketing & personalisation

In order to further develop and improve its products, the publisher requires a usage analysis. This evaluates visitor flows and includes information on visitor behaviour, interests or demographic information, such as age group or gender, in the form of pseudonymous values. This enables the publisher to identify when its digital offerings are used most frequently, which functions are reused and which areas require optimisation. For these purposes, profiles, i.e. data summarised for a usage process, are created and information is stored in a browser or on a terminal device and read from it.

The information collected includes, in particular, websites visited and elements used there, as well as technical information such as the browser used, the computer system used and information on usage times.

SZ personalisation and marketing

To enable users to discover content that interests them as quickly and directly as possible in the publisher's digital offering, the publisher analyses which SZ offerings and SZ products (editorial texts, podcasts, newsletters, quizzes, games, purchases, events, etc.) the user uses, reads or orders. The publisher uses this collected behaviour to create a profile and derive possible preferences and interests in order to recommend further content and products to the user on the one hand, and to enable the user to personalise the digital offering for themselves on the other.

The publisher advertises its products and also offers its services on third-party websites. Naturally, these should be tailored to the user's needs. To this end, the publisher uses the user's interests, which it has gained through its usage analysis. In doing so, the publisher can also determine whether its advertising is effective and how successful it is.

Third-party advertising (IAB)

The publisher's digital products, like its print products, are subject to the requirements of credible and professional quality journalism. This costs money, which is why the publisher offers selected third parties advertising space in its digital products for usage-based advertising, similar to advertisements in print products. The respective advertising partner uses its own technologies and cookies to display the content. With the help of the insights gained from user behaviour, advertisements and content can be displayed in a more targeted manner, the user-friendliness of the digital offerings can be improved, and new products can be developed. Users can find a current overview of these third parties in the data protection settings. The publisher is also keen to limit the number of third parties. These third parties are subject to constant review, so it is possible that third parties may be added or removed. However, users have an up-to-date overview at all times. The way in which third parties are selected and their use of advertising space for personalised advertisements does not change.

In order to manage this type of advertising in compliance with data protection regulations, the publisher uses the Transparency and Consent

Framework of IAB Europe 2.2. This set of rules from the Interactive Advertising Bureau Europe ("IAB Europe"), an industry association for online marketing, defines and monitors the data protection-compliant display of advertising.

For the purpose of controlling advertising in compliance with data protection regulations, IAB Europe has defined the following purposes for the processing of data, including users' personal data:

- Saving or accessing information on a terminal device
- Use of reduced data to select adverts
- Creation of profiles for personalised advertising
- Use of profiles to select personalised advertising
- Creating profiles to personalise content
- Use of profiles to select personalised content
- Measurement of advertising performance
- Measuring the performance of content
- Analysing target groups through statistics or combinations of data from different sources
- Development and improvement of offers
- Use of reduced data to select content

More information on the purposes of processing: <https://iabeurope.eu/iab-europe-transparency-consent-framework-policies/>