

Süddeutsche Zeitung

General Terms and Conditions

28.06.2025

for the Use of SZ.de

These General Terms and Conditions ("GTC") apply exclusively to the business relationship between Süddeutsche Zeitung GmbH ("Publisher") and the customer ("User") regarding the use of the Publisher's freely accessible digital services.

Table of Contents

Special Conditions

- Conclusion of Contract
- Termination
- [Data Protection]([https://agb.swmh.de/sz_vertragmitwerbung_en#Data Protection](https://agb.swmh.de/sz_vertragmitwerbung_en#DataProtection))

General Conditions

- Contracting Parties
- Definitions
- Right of Withdrawal for Consumers
- Liability
- Amendments to these GTC
- Final Provisions
- Copyright

Special Conditions

Conclusion of Contract

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

The publisher provides the user with journalistic content along with personalized advertising, ad tracking, usage analysis, and external multimedia content. This enables the user to access the freely available content on SZ.de (as long as the user does not wish to access SZ Plus articles).

For this purpose, the user provides certain personal data and consents to its processing (information such as cookies, device identifiers, IP addresses, etc.) for the following purposes:

- Usage analysis and product optimization
- SZ personalization and marketing
- Advertising by third parties (IAB)

If the user wishes to use SZ.de on multiple devices, a separate contract with advertising must be concluded for each device. Similarly, objections to data processing and contract terminations must be carried out on each device. The publisher is unable to identify users across devices, meaning that the

publisher cannot associate contract conclusions or terminations with 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 will open where the contract with advertising can be terminated. This will result in the immediate termination of the contract with advertising. Upon termination, access to SZ.de will cease.

(2) If the user objects to data processing—this can be done via the link "Objection" in the footer of www.SZ.de under "Contract with advertising" or in the settings of the news app via the link "Object to contract with advertising"—the publisher will terminate the contract with advertising without notice, as the continuation of the contract is no longer economically viable due to the loss of advertising opportunities. Upon termination, access to SZ.de will cease.

(3) The use of programs that prevent advertisements on websites from being displayed to the viewer (so-called ad blockers or ad filters) violates these contractual terms after the conclusion of the contract with advertising and entitles the publisher to terminate the contract without notice.

(4) Users can subscribe to SZ Plus at any time or enter into a new contract with advertising.

Data Protection

The publisher processes the data provided by the user for the contract with advertising in accordance with Article 6(1)(1)(b) of the GDPR for the purpose of fulfilling the contract, as outlined in these data protection notices.

The user may submit data protection declarations (objections) regarding this data processing at any time in accordance with Section 327q(1) of the German Civil Code (BGB) via the footer of www.sz.de.

General Conditions

Contracting Parties

Süddeutsche Zeitung GmbH
Hultschiner Straße 8
81677 Munich

Register Court: AG Munich, HRB 73315
VAT Identification Number: DE 811158310

Management:

Dr. Christian Wegner (Chairman), Johannes Hauner, Dr. Karl Ulrich

Phone: +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

A **customer** is the person or company/entity with whom the contract is concluded as a result of an order or registration, regardless of whether the customer completes the ordering process themselves or through a representative (e.g., an employee).

Consumer

A **consumer**, as defined in these GTC, is a natural person if the purpose of the concluded contract is predominantly not attributable to their commercial or self-employed professional activity (Section 13 of the German Civil Code (BGB)).

Entrepreneur

An **entrepreneur** is any natural or legal person or legally capable partnership that enters into the contract in the exercise of their commercial or self-employed professional activity.

User

A **user**, as defined in these GTC, is the natural person who uses the publisher's print and/or digital offerings either as a customer themselves or as authorized by a customer.

Right of Withdrawal for Consumers

If the customer is a consumer, they have the following statutory **right of withdrawal**:

Withdrawal Policy

You have the right to withdraw from this contract without providing 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 declaration.

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

Consequences of Withdrawal

If you have withdrawn your declaration of intent to conclude the contract with advertising within the withdrawal period, neither you nor we are bound by our declarations of intent regarding the conclusion of the contract, and you will no longer be able to use SZ.de.

Liability

(1) The publisher is only liable:

- For damages caused intentionally or through gross negligence.
- For damages resulting from culpable injury to life, body, or health.
- When and to the extent that liability is mandatory under the Product Liability Act.
- For damages resulting from at least slight negligence in breaching an obligation essential for the proper execution of the contract, the violation of which jeopardizes the achievement of the contract's purpose, and on the compliance with which the customer regularly relies (cardinal obligations).

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

(2) The liability for damages—except in cases of intent or culpable injury to life, body, or health—is limited to foreseeable, typically occurring damages.

(3) Claims for damages by merchants against the publisher, except for claims arising from unlawful or intentional acts, expire 12 months after the point in time when the customer became aware or should have become aware of the circumstances giving rise to the claim.

(4) To the extent that the publisher's liability is excluded or limited under the above provisions, this also applies to the personal liability of its employees, representatives, and vicarious agents.

Amendments to these GTC

The publisher may amend these General Terms and Conditions (GTC) at any time with future effect and without providing reasons if changes in market conditions, legal requirements, or supreme court rulings occur, provided that such amendments do not unreasonably burden the customer.

Final Provisions

(1) These GTC and the entire legal relationship between the parties are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) To the extent permitted by law, the place of performance and the exclusive—also international—jurisdiction is Munich.

(3) Agreements that deviate from these GTC must be made in writing. This also applies to amendments to this written form requirement.

(4) Should any part of these GTC be invalid or contestable, the validity of the remaining provisions shall not be affected. Instead of the invalid part, the provision that comes closest to what the parties would have agreed upon, had they known of the invalidity, shall apply. The same applies in the event that the provision contains a gap.

Copyright

(1) The use of our publications, particularly journalistic content, is permitted exclusively for personal, non-commercial purposes, unless the user has applied for the right to commercial use for a single workstation during registration. Sharing content with third parties is prohibited, regardless of the purpose or method of sharing. Any use beyond this is prohibited without the express consent of the publisher, regardless of whether the content is protected under copyright law and irrespective of the scope of such legal protection.

Specifically, it is prohibited to:

- a) Extract, analyze, process, or index our publications, in whole or in part, using technical tools such as crawlers, spiders, scraping, or text and data mining, for the purpose of creating, supporting, improving, or operating other news and information services or other (commercial) purposes.
- b) Edit or otherwise modify, translate, rephrase, shorten, or summarize our publications using artificial intelligence programs or other means.
- c) Publish or make our publications available to restricted groups or individual third parties, whether in their original form or in an edited, translated, rephrased, shortened, expanded, or summarized form, regardless of the transmission method (online or otherwise) or format.

Actions that are mandatorily permitted under copyright law remain unaffected by the above provisions. Uses not permitted under copyright law are also not allowed under these provisions, even on a case-by-case basis. Furthermore, it is prohibited to use our publications for the training, development, and/or improvement of (generative) AI systems. The publisher explicitly reserves the right to text and data mining as defined in Section 44b of the German Copyright Act (UrhG).

(2) Additional rights, particularly the right to commercial use of journalistic content (e.g., republication), as well as transferable usage rights, media monitoring and analysis, multi-user licenses, or licenses for libraries and schools, can be obtained via www.sz-archiv.de. Rights for creating an electronic press review can be acquired through Presse-Monitor Deutschland GmbH (PMG) at www.pressemonitor.de.

Usage analysis and product optimization

To further develop and improve its products, the publisher requires usage analysis. This evaluates visitor flows and includes information about behavior, interests, or demographic details of visitors, such as age group or gender, as pseudonymous values. This allows the publisher to identify when its digital offerings are most frequently used, which features are reused, and which areas require optimization.

For these purposes, profiles are created by compiling data from a usage process, and information is stored in or retrieved from a browser or device.

The collected data includes, in particular:

- Visited websites and the elements used there.
- Technical details such as the browser used, the computer system used, and usage times.

SZ Personalization and Marketing

To enable users to quickly and directly discover content of interest to them within the publisher's digital offerings, the publisher analyzes which SZ offerings and products (editorial texts, podcasts, newsletters, quizzes, games, purchases, events, etc.) the user utilizes, reads, or orders. Based on this collected behavior, the publisher creates a profile and derives possible preferences and interests to:

- Recommend additional content and products to the user.
- Allow the user to personalize the digital offering for themselves.

The publisher advertises its products and offers its services on third-party websites. Naturally, these should align with the user's needs. For this purpose, the publisher uses the user's interests, which are derived from its usage analysis. The publisher can also determine whether its advertising is effective and measure its success.

Advertising by Third Parties (IAB)

The publisher's digital products, like its print products, adhere to the standards of credible and professional quality journalism. This incurs costs; therefore, the publisher—similar to advertisements in print products—offers selected third parties advertising space in its digital products for usage-based advertising.

To display content, the respective advertising partner uses its own technologies and cookies. Insights gained from user behavior allow for more targeted display of advertisements and content, improved user-friendliness of digital offerings, and the development of new products.

An up-to-date overview of these third parties can be found in the privacy settings. The publisher also aims to limit the number of third parties. These third parties are subject to constant review, meaning that new third parties may be added or existing ones removed. However, the user always has an up-to-date overview. The selection process for third parties and their use of advertising space for personalized ads does not change.

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 framework, developed by the Interactive Advertising Bureau Europe ("IAB Europe"), an industry association for online marketing, defines and monitors the data protection-compliant delivery of advertising.

For the data protection-compliant management of advertising, IAB Europe has defined the following purposes for the processing of data, including users' personal data:

- Storing or accessing information on a device (Purpose 1)
- Using reduced data to select advertisements (Purpose 2)
- Creating profiles for personalized advertising (Purpose 3)
- Using profiles to select personalized advertising (Purpose 4)
- Creating profiles for content personalization (Purpose 5)
- Using profiles to select personalized content (Purpose 6)
- Measuring advertising performance (Purpose 7)
- Measuring content performance (Purpose 8)
- Analyzing audiences through statistics or combining data from various sources (Purpose 9)
- Developing and improving offerings (Purpose 10)
- Using reduced data to select content (Purpose 11)

More information about the purposes of processing:

<https://iabeurope.eu/iab-europe-transparency-consent-framework-policies/>