

# Fab City Summit 2024 - Terms and Conditions

**Event Name:** Fab City Summit 2024

**Event Location:** State of Yucatán, Mexico

**Event Date:** August 11 to August 14, 2024

## 1. Acceptance of Terms

By purchasing a ticket and participating in the Fab City Summit 2024, you (hereinafter referred to as "Participant") agree to these Terms and Conditions (T&C). If you are registering on behalf of another individual, it is your responsibility to ensure the Participant agrees to these T&Cs.

## 2. Liability Waiver

The Participant understands that involvement in the Fab City Summit 2024, hosted by the Fab City Foundation (legally SA FAB CITY FOUNDATION ASUTAMISEL), in partnership with Fab City Yucatan (legally FABCITY YUCATAN AC), the Government of the State of Yucatán (GOBIERNO DEL ESTADO DE YUCATÁN), Ayuntamiento de Mérida Yucatán, UNESCO, Fab Foundation, Center for Bits and Atoms at MIT, Universidad Anáhuac Mayab, Institut d'Arquitectura Avançada de Catalunya (IAAC), and all current or future sponsors (collectively, "The Organizers"), may involve risks. These include but are not limited to personal injury, property damage, and other risks associated with event participation. The Participant voluntarily assumes all risks and agrees to release, indemnify, and hold harmless The Organizers and their agents, employees, and partners from any claims related to the Participant's involvement in the Summit.

## 3. Intellectual Property

The Participant is responsible for ensuring that their projects do not infringe on any third-party intellectual property rights. The Organizers assume no liability for any such infringements that occur through the Participant's actions or on Organizers' platforms and communication channels. Participants are encouraged to adopt open-source or Creative Commons licensing but are not required to do so. It is the Participant's responsibility to choose an appropriate licensing model that does not infringe on third-party rights.

## 4. Data Use and Privacy

The Participant consents to the use of their name, project or organization name, and any related visual materials for the Summit's promotional activities, including but not limited to websites, press materials, and third-party marketing, without compensation. The Organizers commit to using Participant data only as necessary for the purposes of the Summit and in compliance with applicable laws.

## 5. Release of Liability

This T&C acts as a comprehensive release of liability for the Participant, their heirs, and assigns, and confirms the Participant's understanding and acceptance of all terms, including those related to intellectual property and data use.

## 6. Legal Competence and Acknowledgment

The Participant affirms they are of legal age (18 years or older) or, if under 18, have provided a signed consent form from a parent or guardian. The Participant acknowledges having read and understood this T&C document and agrees to adhere to its terms fully.

## 7. Modifications and Governing Law

The Organizers reserve the right to modify these T&Cs as necessary. This agreement is governed by the laws of Mexico, and any disputes will be resolved in the applicable jurisdiction within the State of Yucatán.

## 8. Indemnification

The Participant shall indemnify, defend, and hold harmless The Organizers and their directors, officers, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to the Participant's participation in the Summit or breach of these T&Cs.

## 9. Dispute Resolution

Any disputes arising out of or in connection with these T&Cs, including any questions regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The seat, or legal place, of arbitration shall be Mérida, Yucatán. The language to be used in the arbitral proceedings shall be Spanish.

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