



# TERMS & CONDITIONS FOR REGISTRATION & PARTICIPATION TO ITU DIGITAL WORLD 2021

These terms and conditions govern your registration to attend ITU Digital World 2021, which takes place online, from September to December 2021 (the "Event"). Participants accept and agree to be bound by these terms and conditions by registering for the Event via the Event's online registration system at the Event's website.

# ACCESS TO FORUM SESSIONS AND CANCELLATION

- 1. All registration requests must be submitted by using the Event's online registration form in which each participant can select the forum sessions of the Event he/she wishes to participate in. An automated confirmation email will be issued to the email address indicated in the registration form upon successful processing of a registration request.
- 2. Each participant will, subsequently, receive by email the access links to the individual forum sessions, to which he/she has been admitted based on availability of places and the participant's selection in the registration form. ITU reserves the right to admit participants to forum sessions other than those selected in the registration form in case the selected forum sessions have exceeded the maximum number of participants.
- 3. Each participant represents and warrants that he/she is at least 18 years of age and authorized to accept these terms.
- 4. ITU reserves the right not to register an individual if such participant fails to provide complete or accurate details as required in the relevant registration form.
- 5. In the case of cancellation of the Event for whatever reason, ITU shall have the right to cancel any and all registrations. Each participant acknowledges and agrees that cancellation by ITU shall not give rise to any claim or remedy whatsoever by the participant against ITU, including but not limited to, claim for costs, damages and/or losses incurred in connection with such cancellation.

# **MEDIA**

- 6. By attending the Event, each participant acknowledges and agrees to grant ITU the irrevocable right to record, film, photograph or capture the likeness of such participant and its representatives at the Event in any media now available and in the future developed, and to use, copy, modify, distribute, broadcast or otherwise disseminate at any time and on a global basis such media, without any further approval from or payment to such participant or any of its representatives.
- 7. Each participant agrees not use any equipment for the purpose of recording or broadcasting sounds, images, or video for any purpose other than a private non-commercial purpose, without the prior written consent of ITU.

# TITLES, ACRONYMS AND LOGOS OF ITU AND THE EVENT

8. The name, title, acronym, and logo of ITU and of the Event are the sole property of ITU and shall not be used by any participants or any of their representatives without the prior written authorization of ITU. Subject to compliance with the foregoing, any use of the Event name, title, acronym and/or logo shall be permitted only if such use is in accordance with the conditions for their use, available upon request from ITU, and solely in connection with promotional activities relating to the Event.





# CHANGE OF SPEAKERS, AND DATES AND HOURS

9. ITU reserves the right, at any time, to change speakers, moderators, format, content, program, dates and/or hours of the Event or any of its activities. Participants acknowledge and agree that any such action shall not give rise to any liability or obligation of ITU, nor to any claim or remedy by participants.

#### LIMITATION OF LIABILITY

- 10. Each participant acknowledges and agrees that such participant assumes the entire risk arising out of or in connection with such participant's registration, attendance and participation at the Event. ITU gives no express or implied warranties or guarantees regarding the Event's website and the Event. In no event shall ITU be liable to a participant or any third party for any indirect, incidental, special, punitive or consequential damages (including, without limitation, loss of use, loss of profits or revenues or other economic loss). Subject to the above, each participant agrees that any action must be commenced within one year after the cause of action arises.
- 11. ITU makes every effort to ensure, but cannot and does not guarantee, and makes no warranties as to, the accuracy, accessibility, reliability, suitability and timeliness of the content of the Event's website, including but not limited to information concerning the Event. All such content is provided on an "as is", "as available" and "with all faults" basis. ITU assumes no liability or responsibility for any errors or omissions and further disclaims any liability of any nature for any loss or damage howsoever caused in connection with using the Event's website.

#### INDEMNIFICATION

12. Each participant agrees to indemnify and hold harmless ITU, its officials and its agents from and against any and all claims and expenses arising out of or related in any way to his/her Event attendance and participation to the Event, any violation of these terms and conditions, any violation of applicable laws and regulations or any violations of any third party rights (including proprietary and privacy rights).

# **COLLECTION AND SHARING OF PARTICIPANT DATA**

- 13. In addition to the terms of the general <u>privacy notice</u> of ITU's website, the following terms shall apply with respect to the collection and processing of your personal information by ITU and its subcontractors for the Event.
- 14. Each participant hereby provides his/her consent for the processing and storage by ITU of all contact information submitted to ITU by the participant or by his/her representative in the course of registration (hereinafter, the "Participant Data"), for the purpose of managing the participant's registration request and for enabling and facilitating the participant's attendance in the event. Each participant acknowledges that, to the extent that it is absolutely necessary, ITU may pass such Participant Data to third-parties who assist ITU in the organization and management of the Event, or provide Event-related services on behalf of ITU. Prior to sharing Participant Data with third-parties, ITU satisfies itself that such third-parties afford appropriate protection with respect to the processing of personal information.
- 15. The Event and its online registration system are hosted by ITU, who will collect and process Participant Data.
- 16. Furthermore, ITU may also use the Participant Data to provide participants with additional information in relation to upcoming ITU Telecom or other ITU events which ITU reasonably believes could be of interest to a participant or his/her organization, and to carry out surveys in relation to ITU Telecom events. Each participant may choose not to receive Telecom events related information by unsubscribing from ITU Telecom newsletters by clicking on the 'unsubscribe' link in each newsletter or by sending an email to <a href="mailto:privacy.telecom@itu.int">privacy.telecom@itu.int</a>.





17. During the registration process, each participant may declare whether he or she agrees to ITU sharing his/her data with sponsors or not, by ticking the corresponding box when submitting the online registration form to ITU, or, at a later stage, by sending an email to <a href="mailto:privacy.telecom@itu.int">privacy.telecom@itu.int</a>. The same option will be available for participants registered by ITU. In cases, where a participant agrees to ITU sharing his/her data with sponsors, ITU may then share with a sponsor of an Event session/activity certain Participant Data (namely, the name, job title, country and entity name of participants attending the specific Event session/activity) in order to facilitate the communication of information which, in ITU's reasonable judgement, may be of interest to Event participants and/or their organizations and for generally improving their experience regarding this Event and ITU Telecom events. The Sponsor will only contact such participant for the purpose of providing supplementary information regarding the sponsorship, the Event session/activity, and/or for enhancing their participation at the Event (e.g. to address questions and requests expressed during or after the Event session/activity or to receive their feedback).

# MODIFICATION TO THESE TERMS AND CONDITIONS

18. These terms and conditions may be revised and updated from time to time in ITU's sole discretion, with immediate effect upon e-mail notice to Event participants.

# **SETTLEMENT OF DISPUTES**

19. Any dispute between an Event participant and ITU arising from, or in connection with, these terms and conditions shall be settled directly and amicably by them through mutual negotiations. In the case of failure of such negotiations, the dispute shall be settled by a sole arbitrator to be nominated at the request of either of the parties by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as at present in force. The applicable substantive law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the parties and any recourse against this ruling to any court or tribunal shall be excluded.

# **PRIVILEGES AND IMMUNITIES**

20. Nothing contained herein or relating hereto shall be construed as a waiver, whether express or implied, of any of the privileges, immunities, or facilities which ITU or any of its officials enjoys by virtue of the international agreements and national laws applicable to ITU. ITU hereby expressly reserves all such privileges, immunities, and facilities.