

## Terms & Conditions Fuckup Nights 2024

Effective Date: 18th of April 2024.

PLEASE READ CAREFULLY.

These Terms and Conditions (referred to as the "Agreement") govern the attendance of you (referred to as the "Attendee") at Fuckup Nights 2024 (referred to as the "Event") organized by the ETH Entrepreneur Club (referred to as the "Organizer").

Note that by booking a ticket for Fuckup Nights 2024, the Attendee agrees to be bound by the terms and conditions set forth in this Agreement.

### 1. Definitions

- 1.1. "Data Protection Laws" means any and all Laws applicable to the Organizers, relating to data security, protection, privacy, or the processing of Personal Data, including, but not limited to, (where applicable) New Federal Act on Data Protection (nFDAP), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.
- 1.2. "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.3. "Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have a corresponding meaning.
- 1.4. An "Attendee" refers to any individual or entity that voluntarily engages in or partakes in the specified event. By participating, individuals are bound by the rules and terms outlined for the event and contribute actively to its intended objectives or outcomes.

### 2. Eligibility

Attendees must comply with all applicable laws, regulations, and event rules.

### **3. Registration and Participation**

- 3.1. To participate in the Event, the Attendee must complete the registration process through the officially designated registration platform.
- 3.2. The Attendee is responsible for providing accurate and up-to-date information during registration.
- 3.3. The Organizer reserves the right to reject any registration and disqualify any Attendee who provides false or misleading information.

### **4. Event Rules**

- 4.1. The Attendee must adhere to the rules and guidelines set forth by the Organizer during the Event.
- 4.2. The Attendee shall conduct themselves in a respectful manner throughout the Event.
- 4.3. The Organizer reserves the right to disqualify any Attendee found engaging in inappropriate or disruptive behavior.

### **5. Health and Safety**

- 5.1. The Attendee is responsible for their own health and well-being during the Event.
- 5.2. The Organizer shall not be liable for any injuries, accidents, or health issues that may occur during the Event.

### **6. Cancellation and Refunds**

- 6.1. In the event of cancellation or rescheduling of the Event by the Organizer, the Attendee will be notified promptly.
- 6.2. Refund policies, if applicable, will be determined by the Organizer and communicated to the Attendee in such an event.

### **7. No-show fees**

In the event that the Attendee fails to attend the Event organized by the Organizer without providing prior notice of cancellation or prior cancellation of the ticket on the corresponding registration platform, the Attendee shall be subject to a no-show fee of 25 CHF. This fee is intended to cover administrative and logistical costs incurred by the Organizer.

If the no-show fee remains unpaid one month after the occurrence of the Event, the Attendee shall be responsible for an additional fee of 50 CHF. The Organizer reserves the right to pursue any legal remedies available to recover the outstanding fees.

**8. Photographs and Recordings**

Except as otherwise expressly agreed in writing between the Organizer and the Attendee, the Organizer reserves the right to use any photographs, recordings, electronic images or publicity material received by or obtained by the Organizer in the course of the Event, for whatever use deemed proper by the Organizer. The Organizer have the right to include photographs, videos, other visual portrayals or audio recordings of Attendee, sponsors, exhibitors and their exhibits including its contents, in any visual media of any nature whatsoever for news, education to its community (via free access on YouTube), promotional purposes, marketing materials, illustration, information and advertising activities, without compensation to the Attendee. All rights title and interest bearing (including all worldwide copyrights therein) will be Organizer' sole property, free of any claims of Attendees or any persons deriving any rights or interest from the Attendees.

**9. Personal Data**

9.1. The Organizer may collect, process, and store Personal Data provided by the Attendee in connection with the Event. The collection and Processing of Personal Data shall be governed by Data Protection Laws.

9.2. The Organizer may use the Personal Data for the purpose of organizing and managing the Event, providing Attendees with relevant Event-related information.

**10. Liability and Indemnification**

10.1. The Organizer shall not be held responsible for any loss, damage or injury incurred by the Attendee during the Event.

10.2. The Attendee shall indemnify and hold the Organizer harmless against any claims, demands, actions, damages or liabilities arising out of the Attendee participation in the Event, including but not limited to any claims, demands, actions, damages or liabilities arising out of the Attendee's attendance in the Event.

**11. Changes and Notices**

The Organizer reserves the right to change this Agreement at any time, with notice to the Attendee.

**12. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Canton of Zurich and of Switzerland. Any dispute, claim or controversy arising out of or

in connection with these terms and conditions shall be submitted to the exclusive jurisdiction of the competent courts of the Canton of Zurich, Switzerland.