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FABULOUSYACHTS

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## THE INTERNATIONAL SUPERYACHT SUMMIT 2021

### TERMS AND CONDITIONS

Your attention is specifically drawn to the exclusions and limitations of our liability contained in section 7.

The International Superyacht Summit 2021 is aimed at owners, captains, marina managers, project managers, builders, naval architects and designers.

#### 1. Interpretation

These terms and conditions are agreed between you, the delegate ("you") and FABMAR Consultancy FZE (trading as Fabulous Yachts), a company incorporated and registered in Dubai with trade license number 2133 having its registered office at Port Rashid, Dubai ("we" / "us" / "our") in relation to your registration and application for a place at The International Superyacht Summit 2021 (the "Event") taking place in Dubai on December 8th and 9th, 2021.

Headings in these terms are for convenience only and shall not affect their interpretation.

#### 2. Payment

The total delegate fee is payable upon registration.

A confirmation email will be sent to you on receipt of payment and registration.

#### 3. Cancellation

Please notify us in writing to [info@dubainternationalsuperyachtsummit.com](mailto:info@dubainternationalsuperyachtsummit.com) should you be unable to attend. You will receive written confirmation of your cancellation.

Should you cancel your place on or before 9th November 2021, (30 days before the first day of the Event), you will be charged 50% of the total fee in respect of the administrative costs of the cancellation. The balance of the total delegate fee paid will be refunded.

Should you cancel your place after 9th November 2021 (less than 30 days before the first day of the Event), no refund will apply.

Cancellation charges cover the costs of catering, personalised programme packs and identification badges booked in advance as well as the costs of administering your cancellation and allocating your ticket to another interested party.

Should you be unable to attend, your place is transferable to a person of your choosing and subject to our approval. In order to transfer your place, you must notify us in writing the name, position and company of the person intending to take your place as soon as possible.



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FABYACHTS

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[www.fabyachts.net](http://www.fabyachts.net)

+971 52 644 8085

[info@fabyachts.net](mailto:info@fabyachts.net)

Dubai, United Arab Emirates



#### 4. Third Party Rights

Only registered delegates have access to the 2-day summit. You will receive an identification badge, which must be shown upon request. A person who is not a party to these terms shall not have any rights under or in connection with it.

By purchasing tickets to attend The International Superyacht Summit 2021, your name, job title and company might be listed on a delegate list on the Event website. Should you wish to be excluded from this list, you must notify us in writing at the time the ticket is purchased.

#### 5. Variations

We reserve the right to change the programme, speakers, dates or venue at any time, without notice.

#### 6. Exclusions and Limitations on Liability

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms and conditions.

To the fullest extent permitted by law (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise), we, our employees and companies in our group shall not be liable for:

- any direct loss or damage to your property;
- indirect or consequential loss (which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of bargain, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any breach by us or our associated companies of any express terms and conditions;
- any inconvenience or loss caused to any party as a result of cancellation or termination under these terms.

Nothing in these terms and conditions limits or excludes our liability or that of companies in our group of companies:

- for death or personal injury resulting from negligence; or
- or any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or any company in our group.

Our (and any company in our group's) total liability in contract, tort (including negligence or breach of statutory duty) shall be limited to the total price paid by you for your place at the Event.

We, our employees and the companies in our group shall have no liability to you in respect of any breach, default, damage or loss which you may incur suffer or sustain as a result of any act or omission by any third party supplier in respect of any goods and / or services provided or due to be provided to you in connection with the Event (including, without limitation, providers of accommodation and transport).





We shall have no liability to you under these terms if we are prevented from, or delayed in performing, our obligations under these terms or from carrying on our business including changing venues or speakers by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, hurricane (suspected or threatened) act of terrorism or default of suppliers or subcontractors. We shall endeavor to reschedule the Event if possible.

## **7. Media Rights**

Attendees of the event grant the Organizing Authority and the Sponsors the unrestricted right and permission to use any photographs and video footage taken during the event in which their image may be captured. Photographs and video footage may published or broadcast in any media whatsoever (including but not limited to Press and TV advertisements or Internet), for either editorial or advertising purposes or to be used in press information.

Yacht owner's name and any biographical material of themselves shall not be published, nor shall a yacht owner's name be associated with their vessel without obtaining permission from said owner. If permission is not granted, the yacht owner shall be referred to as "the Owner of *Yacht Name*."

## **8. Governing Law and Jurisdiction**

These terms and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with the laws of the United Arab Emirates.

The parties irrevocably agree that the courts of the United Arab Emirates shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms or their subject matter.

## **9. Severance**

If any provision of these terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the terms, and the validity and enforceability of the other provisions of the terms shall not be affected.

If a provision of these terms (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **10. Entire Agreement**

These terms constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.

Each party acknowledges that, in entering into these terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

Nothing in these terms shall limit or exclude any liability for fraud.

