

# **DIGITAL DESIGN DAYS**

## **Website terms and conditions**

Last updated: 20 June 2020

### **1 Who we are**

1.1 We are DDD SRL (“DDD”, “we”, “us” and “our”), a limited liability company by sole administrator Filippo Spiezia under the laws of Italy with VAT IT02265490686, whose registered office is at Via Cetto Ciglia 50, 65128 Pescara PE.

### **2 What we do**

2.1 We are organisers of conferences and events including “Digital Design Days”, “Digital Design Award”, “DDD”, “DDA”, “DDD Online”, “DDD Live”, “DDDX”, “DDX”, “DIVX”, “Dotflix”, “OFFF Milano” and “OFFF Italia” (each, a “conference”).

### **3 Agreement between you and us**

3.1 These terms and conditions, (the “Terms”) govern your access to and use of ddd.it, conference mobile applications, web applications and your participation in the online surveys relating the conference (together, the “Website”).

3.2 You should read this document carefully. By visiting, accessing, using or contributing to the Website, you agree that you have read and accept these Terms and agree to be legally bound them. If you do not wish to be bound by these Terms, please immediately cease your use of the Website and delete all conference apps from your device.

### **4 Scope**

4.1 These Terms govern the relationship between us and:

4.1.1 visitors to the conference Websites and their related subdomains;

4.1.2 users of the conference apps; and

4.1.3 participants of the online surveys relating to a conference.

### **5 Privacy policy**

5.1 These Terms include and incorporate by reference the Privacy Policy, which explains the types of information collected, stored, shared and processed in

connection with the Website, how and why we use such information, who we share it with and your legal rights.

## **6 Changes to this policy**

6.1 These Terms apply to you from the date of publishing and until these Terms are superseded by a new version. We may update these Terms at any time for legal or regulatory reasons, or to reflect changes in our services or business practices. Any amended Terms will be posted on [ddd.it](http://ddd.it).

## **7 Contact us**

7.1 DDD SRL registered office is at Via Cetto Ciglia 50, 65128 Pescara PE.; company VAT number IT02265490686 and CF 02265490686.

7.2 For questions about registration or assistance with any registration problems, please contact us at [administration@ddd.it](mailto:administration@ddd.it).

7.3 If you have any other questions, concerns, or complaints, you may contact us at [info@ddd.it](mailto:info@ddd.it).

## **8 Accessing the website**

8.1 When accessing and using the Website and its related subdomains you are prohibited from:

8.1.1 violating any law, statute, ordinance or regulation;

8.1.2 using the Website (or any part of it) for any illegal purpose and you agree to use it in accordance with all relevant laws;

8.1.3 promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any illegal acts;

8.1.4 uploading or transmitting through the Website any computer viruses, macro viruses, Trojan horses, worms or anything other harmful activity;

8.1.5 overriding any security feature of the Website or jeopardise the security of your account or someone else's account (such as allowing someone else to log in to the Website as you);

8.1.6 interfering with the operation of, or places an unreasonable load on, the Website (such as viruses, denial of service attack or gaming algorithms);

8.1.7 using manual or automated software, devices or other means or processes to access, scrape or crawl the Website or any content or information contained in it;

8.1.8 engaging in 'framing', 'mirroring', or otherwise simulating the appearance or function of the Website;

8.1.9 removing any copyright, trademark or other proprietary rights notices contained in or on the Website;

8.1.10 modifying, creating derivative works or copying or storing any significant portion of the Website or any related technology (unless allowed by law or we expressly authorise);

8.1.11 using the Website (or any part of it) in a manner which may result in; (i) the Website being interrupted, damaged, rendered less efficient or such manner designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or Website; (ii) sharing any material which is unlawful, libellous, abusive, obscene, pornographic, discriminatory, harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar invasive of another's privacy, hateful or otherwise objectionable, defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iii) impairing the effectiveness or functionality of the Website; or (iv) violating or infringing the rights of any person, firm or company (including, but not limited to, intellectual property rights, confidentiality and/ or privacy) of the Website;

8.1.12 attempting to grant any unauthorised access to any part or component of the Website;

8.1.13 copying or distributing any part of the Website in any medium without our prior written consent; and

8.1.14 altering or modifying any part of the Website other than as may be reasonably necessary to use the Website for its intended use; or

8.1.15 reverse engineering, decompiling, disassembling deciphering or otherwise attempting to obtain the source code or underlying ideas or information of or relating to the Website or any related technology, or any part thereof unless allowed by law.

## **9 Web networking app**

9.1 If you choose to complete an app profile on our web conference networking app (developed by a third party), your profile will be discoverable and visible in the app to other attendees of the conference. You will be subject to the communications and privacy policies of those entities and individuals so you must exercise your rights and any revocation of consent for communications with such third parties.

## **10 Disclaimer**

10.1 While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. We will develop and operate the Website with

reasonable skill and care and will use reasonable efforts to promptly remedy any faults of which it is aware, however, the Website, all materials, information, software, products and services included in or available through the Website is provided on an “as is” and “as available” basis for your information and personal use only without any representation or endorsement and we do not guarantee that access to the Website will be uninterrupted or error-free.

10.2 To the fullest extent permitted by the applicable law, we disclaim all warranties or conditions, either express or implied, or any part of them in relation to the Website, all materials, information, software, products or services offered on the Website whether by us or on our behalf, and in relation to any results or information obtained through the Website and any reliance on any such results or information and conclusions drawn from such results or information. You acknowledge and agree that in accepting these Terms you have not relied on any representation or warranty that is not expressly included in these Terms and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms.

10.3 To the fullest extent permitted by applicable law, we disclaim all warranties, representations, conditions and duties of any kind, whether implied or expressed, including without limitation, any warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

10.4 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the timeliness, security, performance or privacy of the Website and any information provided to or taken from the Website by you.

## **11 Liability**

11.1 To the fullest extent allowed by applicable law:

11.1.1 we and our related companies shall not be liable to you whether in contract, tort (including for negligence), misrepresentation, restitution or otherwise for any for any loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings or income; loss of opportunity; loss of or damage to goodwill; loss of use or corruption of software, data or information; and/or similar losses or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with the performance or contemplated performance of the Terms, even if we had been advised of the possibility of same in advance; and

11.1.2 subject to paragraph 11.1.1, our total aggregate liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Terms is limited to € 5.00.

11.2 Nothing in these Terms purports to exclude or limit liability for any fraudulent statement or act or in respect of any liability that cannot be excluded or limited under applicable law.

## **12 Indemnity**

12.1 You agree to defend, indemnify, and hold us, our affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless from all claims, liability, damages, losses, costs and expenses, including legal fees, that arise out of or are related to any breach of the Terms by you or any other liabilities incurred by us arising out of your use or misuse of the Website, or use by any other person accessing the Website using your internet access account.

## **13 Intellectual property**

13.1 We are the owner or licensee of all intellectual property rights in the Website. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content contained within the Website shall remain at all times owned by us or our licensors. You are permitted to use this material only as expressly authorised by us. We reserve all rights not expressly granted in and to the Website and the content on the Website. You agree not to copy, publish, republish, redistribute, archive, store, adapt, alter, modify, translate, create derivative works from, summarise, photocopy, scan, syndicate, sell, license, frame, harvest, scrape, grant or purport to grant any rights in or otherwise make available any content from the Website.

13.2 “Digital Design Days”, “Digital Design Award”, “DDD”, “DDA”, “DDD Online”, “DDD Live”, “DDDX”, “DDX”, “Dotflix” and “DIVX” are trademarks belonging to us. No licence or consent is granted to you to use these trademarks in any way and you agree not to use these trademarks without our prior written permission. “OFFF Milano” and “OFFF Italia” are licence to us under written permission by 99 PRODUCCIONS S.L.

## **14 Termination**

14.1 We reserve the right, in our sole discretion, to terminate or block your access to all or part of the Websites, with or without notice, for any reason or no reason, including without limitation your violation of these Terms.

## **15 Statutory rights**

15.1 Nothing in these Terms affects your statutory rights as a consumer.

## **16 Governing law and jurisdiction**

16.1 This interpretation, formation and operation of the Terms and all non-contractual obligations arising from or connected with them shall be governed by and construed in accordance with, and all disputes between the parties arising out of or in any way relating to the Terms or any disputes between the parties in any way connected with the subject matter of these Terms (whether contractual or non-contractual) shall be governed by, the laws of Italy.

16.2 Each of the parties submits to the exclusive jurisdiction of the Italy Courts.

16.3 Nothing contained in the Terms shall limit our right to bring enforcement proceedings in another jurisdiction or to seek interim, protective or provisional relief in the courts of another jurisdiction.

## **17 Some final terms**

17.1 These Terms (including our Privacy Policy) contain the entire agreement and understanding between us in respect of all matters which are referred to herein and supersede any prior, written or oral agreement between us relating to such matters. You confirm that in agreeing to accept these Terms you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these Terms. However, nothing in these Terms purports to exclude liability for any fraudulent statement or act.

17.2 If a court with jurisdiction over these Terms finds that any part of these Terms is wholly or partly unenforceable, you and us agree that where possible, the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree that the court should not have regard to that unenforceable part but still enforce the rest of these Terms.

17.3 If we fail to insist that you perform any of your obligations under these Terms or we do not act or delay in acting to in exercise a right or remedy provided by these Terms that does not mean we have waived our rights or remedies against you and will not mean that you do not have to comply with your obligations.

17.4 These Terms are personal to you. You agree not to assign or transfer your rights or obligations under these Terms to anyone else without receiving our prior written consent. We may assign or transfer these Terms without your consent by providing you with notice.

17.5 You and us agree that no agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind us in any respect.

17.6 You agree that the only way you can provide us with a legal notice is at the address(s) set out in Part A above.

17.7 To the extent allowed by law, the English language version of these Terms is binding and any translations are for convenience only.

17.8 In these Terms:

17.8.1 a reference to these Terms includes all of its parts, and includes any amendment to or replacement of them;

17.8.2 headings are for reference purposes only and do not form part of these Terms;

17.8.3 a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

17.8.4 the singular includes the plural, and vice versa; and

17.8.5 “includes”, “including”, “for example”, “such as” and similar terms are not words of limitation.

17.9 If you are a consumer, nothing in these Terms excludes any of your applicable consumer or other statutory legal rights that cannot be waived.

## **Contact us**

DDD SRL  
Via Cetto Ciglia 50  
65128 Pescara  
Italy  
[info@ddd.it](mailto:info@ddd.it)