

Terms of Use

28 November 2022

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You must read and review these Terms and the Symposium Privacy Policy carefully before activating your account and using the Symposium Online Tools. By using the Symposium Online Tools, you agree to these Terms and acknowledge that you have read and understood the Symposium Privacy Policy, in each case as updated from time to time.

We reserve the right to change these Terms, or any aspect of the Symposium Online Tools including their features and functionality from time to time. We will post the latest version of these Terms on the Symposium Online Tools and will display the date of each version’s publication on this page.

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You are responsible for maintaining the confidentiality of your username, password and account, and for taking reasonable precautions to prevent the inadvertent or unauthorized disclosure or loss of your username, password or account information.

You agree to notify WADA immediately of any unauthorized use of your account or any other breach of security relating to the Symposium Online Tools of which you are aware.

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WADA will use reasonable efforts to make the Symposium Online Tools available but does not guarantee that access to the Symposium Online Tools will be uninterrupted or error free. WADA may at any time suspend or terminate access to the Symposium Online Tools, or modify or discontinue any feature of the Symposium Online Tools without liability to you for any reason, including for security and maintenance purposes or for a violation of these Terms.

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No unlawful or Prohibited Use

You will not use the Symposium Online Tools in violation of these Terms or of any applicable law. Without limiting the generality of the foregoing, You will not and will not attempt to:

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 - you do not have the lawful right to send, upload, collect, transmit, store use, post, publish or otherwise communicate;
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 - is defamatory, bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;
 - is harmful to minors in any way or targeted at minors;
 - violates any applicable laws, or infringes, violates, or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or
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This does not affect our liability for bodily or moral injury, or for material injury arising from intentional or gross fault, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Indemnity

You agree to indemnify, defend and hold harmless WADA, our affiliates and third-party suppliers, and its and its each of their and our respective officers, directors, employees, agents, suppliers, and third-party partners from any claims, liability or losses resulting from or in connection with any violation by you of these Terms.

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Apple

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- You acknowledge that these Terms are between you and WADA only, not with Apple, the responsibility for the App and content thereof is governed by these terms.
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price (if any) for the App to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by these terms.
- Any claims in connection with the App related to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation; is governed by these Terms, and Apple is not responsible for such claim
- Any third party claim that the App and/or your possession and use of the App infringes that third party's intellectual property rights will be governed by these Terms, and Apple will not be responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim.
- The license granted to you in these Terms is limited to use only on Apple-branded products and as permitted by the usage rules set forth in the App Store Terms of Service. You agree to comply with any applicable third-party terms when using the App.
- You represent and warrant that you are not: (A) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; or (B) listed on any U.S. Government list of prohibited or restricted parties.
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General

Termination

WADA may terminate these Terms at any time with immediate effect in the event of a breach of these Terms or if we choose, in our sole discretion, to cease to provide the Symposium Online Tools (in whole or in part). We will use reasonable efforts to notify you of any such action. You may terminate these Terms at any time by ceasing your use of the Symposium Online Tools.

Survival

In the event these Terms terminate, the paragraphs regarding Intellectual Property, Disclaimers and Limitation of Liability, Indemnity, Third-Party Terms and General and any other terms which by their nature survive termination, shall survive termination.

Severability

If any provision of these Terms is determined by any competent authority to be void, invalid, unlawful or unenforceable to any extent, provision will to that extent be severed from the remaining Terms, which will remain in full force and effect.

Third Party Rights

Other than as provided for in the “Third-Party Terms” section, no person other than you or WADA may enforce these Terms.

Entire Agreement

These Terms and all other legal notices or statements posted on the Symposium Online Tools constitute the entire agreement between WADA and you with respect to the use of the Symposium Online Tools.

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Except where restricted or prohibited by applicable law of your domicile, residency or physical location, your use of the Symposium Online Tools and these Terms will be governed by the laws of Switzerland, with the exclusion of its principles of conflicts of laws; and any dispute arising from or related to the use of the Symposium Online Tools or these Terms shall be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved in accordance with the Code of sports-related arbitration.

Contact us

If you have any questions about these terms, please contact us at: AnnualSymposium@wada-ama.org

Attn: Events Manager

World Anti-Doping Agency

Stock Exchange Tower

800 Place Victoria (Suite 1700)

Montreal (Quebec), Canada

H4Z 1B7