



TERMS OF USE for Visitors, Users, Registrants, Participants, and Attendees

1. Use of these Terms of Use

- 1.1. These specific Terms of Use ('Terms') set out Your rights and obligations, and those of the WMILAR, in relation to the moot competition ('Competition') and moot training courses ('Courses') organised and run by Us.
- 1.2. These and any additional Terms constitute Your entire Agreement ('Agreement') with the WMILAR.
- 1.3. You agree to these Terms every time You access or make use of any Products or participate in any Operations.
- 1.4. We reserve the right to amend these Terms occasionally. Participants will be notified of any such changes through the WMILAR's official channels in a timely manner, which will become effective upon publication. Continued use of Products or participation in Operations after such modifications constitutes Your acceptance of the new terms.
- 1.5. Each of these Terms is separate from all others. Therefore, any part, provision, representation, or warranty of this Agreement that is prohibited or that is held to be invalid, void, unenforceable, or illegal under any applicable law, shall be ineffective to the extent of such prohibition without affecting the validity of the remaining provisions hereof. The remaining provisions shall remain in full force and effect, and the parties shall replace the invalid, void, unenforceable, or illegal provision with a valid, enforceable, and legal provision that most closely matches the intent of the original provision.
- 1.6. If You do not agree to these Terms in full, You must not use the Products or register for, or participate in, the Operations. Non-acceptance of these Terms disqualifies You from use or participation.
- 1.7. You agree to comply with all applicable laws and regulations in their participation in the Competition and Training courses.

2. Meanings

- 2.1. Certain words used have the meanings given below:

- 2.1.1. 'Affiliated Entities' includes sponsors, hosts, collaborators, judges, evaluators, and trainers affiliated with the WMILAR.



- 2.1.2. 'Attendee' includes anyone who attends any event organised by or on behalf of the WMILAR, regardless of the capacity in which they attend the event.
- 2.1.3. 'Content' includes, but is not limited to, all text, graphics, and images that appear on the Site, and the design, look, and feel of the Site itself.
- 2.1.4. 'Equipment' means all such compatible equipment, software, and communications lines (including any public communication lines) required by you to properly engage in the Products and participate in the Operations.
- 2.1.5. 'Intellectual Property Rights' means:
 - 2.1.5.1. design rights, know-how, logos, and work produced by or under the auspices of the holder (whether registered or not);
 - 2.1.5.2. any trade, brand, or business names, and any distinctive sounds used to differentiate the goods and services of a business;
 - 2.1.5.3. utility models;
 - 2.1.5.4. copyright (including all such rights in computer software and databases);
 - 2.1.5.5. moral rights;
 - 2.1.5.6. any rights or forms of protection of a similar nature to any of the above and having equivalent or similar effects to any of them; and
 - 2.1.5.7. all or any other intellectual or industrial property rights whether or not registered, or capable of registration, in each case whether subsisting now or in the future in any part of the world and including all applications and rights to apply for any of such rights together with all or any goodwill relating to such rights.
- 2.1.6. 'Logo' means the official logo the WMILAR, which may be used on the website, in promotional materials, and in any other formats or for any other purposes related to the Products or Operations.
- 2.1.7. 'Material' refers to material, downloadable or otherwise, relating to the WMILAR or Products or Operations, that is available on the Site and/or in communication from the WMILAR, including, without limitation, on social media sites and in emails and newsletters.
- 2.1.8. 'Operations' refers to the Competition, Courses, or other events conducted by, on behalf of the WMILAR, or to in connection with the WMILAR, alone or in association with Third Parties.
- 2.1.9. 'Owner(s)' refers to the Director(s) of the WMILAR, registered as such in its incorporation paperwork.
- 2.1.10. 'Participant' refers to those Registrants whose registration application for any Operation is confirmed as accepted by the WMILAR.



- 2.1.11. 'Personal Information' means the personal information provided in the registration application for any Operation or in any subscription to the newsletter or any other communication from the WMILAR.
- 2.1.12. 'Product' refers to goods and services created or provided by the WMILAR of Affiliated Entities.
- 2.1.13. 'Registrant' refers to those who attempt to, successfully or unsuccessfully, register for any Operation. This includes the registering entity as well as the individuals on whose behalf the registration appears to be made, i.e., those identified in the registration form as contact persons or participants.
- 2.1.14. 'Site' refers to the WMILAR official website, located at www.wmilar.com, which hosts information including, without limitation, about the WMILAR, Products, and Operations, as well as the content on it.
- 2.1.15. 'Staff' refers to all those who work for the WMILAR pursuant to an agreement, whether as employees or as independent contractors, whether permanent or temporary, whether full-time or part-time, and whether or not for remuneration.
- 2.1.16. 'Submissions' means original work created and submitted by Participants as part of their use of Products or participation in Operations.
- 2.1.17. 'Third Party' means any party other than You or the WMILAR, who is not a party to this agreement.
- 2.1.18. 'Third Party Content' means the material on the Site or accessed through the Site that is controlled by Third Parties, whether affiliated or not.
- 2.1.19. 'User' refers to any entity who makes use of Products.
- 2.1.20. 'Visitor' refers to any entity who visits the Site.
- 2.1.21. 'We', 'Us', and 'Our' refers to the WMILAR and its Owners and Staff.
- 2.1.22. 'WMILAR' means the organisation registered as the World Moot on International Law and Animal Rights, Inc., with the business address c/o Global Research Network, 8 The Green, STE B, Dover, Kent County, DE 19901.
- 2.1.23. 'You' and 'Your' means the person entering this Agreement.

3. Contact Between Us

- 3.1. You are responsible for ensuring that Your instructions (including all details that the WMILAR may require to carry out Your instructions) and all information You provide are accurate and complete. We are not liable for any loss or damage suffered or caused if Your instructions or information are in any way inaccurate or incomplete, and Our records will be conclusive evidence of Your instructions. We may in our absolute discretion refuse to carry out any instruction or reverse any action taken by Us in response to any instruction.
- 3.2. We are not liable for any errors or omissions in the information provided to Us nor for any loss or damage to You or any Third Party incurs as a result of relying on such information.



- 3.3. If You unsubscribe from receiving WMILAR email notifications and thereby miss important updates (including changes to the time of live events which You may have registered to attend), We will not accept responsibility for any loss (financial or otherwise) arising as a result of Your unsubscribing, provided You would have been contacted correctly had You not unsubscribed from receiving WMILAR emails.

4. Privacy Policy and Use of Personal Information

- 4.1. The WMILAR's Privacy Policy and general Terms of Use are held separately on the Site, at the footer on each page.
- 4.2. You may request a change to Your Personal Information according to the terms of the WMILAR Privacy Policy.
- 4.3. You must **under no circumstances** provide Us Personal Information of any individual without their express consent. We accept no liability arising from your use or misuse of another individual's Personal Information.

5. Use of Products (Goods and Services) and Participation in Operations (Competition and Courses)

- 5.1. We and/or Affiliated Entities, as appropriate, reserve the right to reject or annul any subscription, purchase, or registration.
- 5.2. We regularly maintain and regularly update the Site.
 - 5.2.1. The content featured on the Site is subject to change at any time without notice.
 - 5.2.2. We do not guarantee the availability, reliability, or accuracy of the content provided (either as featured or at all).
- 5.3. By subscribing to, purchasing, applying to register for, registering for, and/or participating in, the Products or Operations, you agree to comply with the rules, regulations, terms, and conditions set forth in the WMILAR Handbook.
- 5.4. The indicated hosts, dates, and format will be published on the website for informational purposes, but are subject to change. Subject to Clause 5.7 below, Participants may, for the time being, treat the hosts and dates as confirmed upon receipt of the registration fees payment link/invoice with instructions, and the format as confirmed upon publication of the regional agenda.
- 5.5. The Products may be offered and Operations may be conducted in in-person, online, or hybrid format. We and/or Affiliated Entities, as appropriate, retain the discretion to select, alter, or combine formats, per region, as deemed necessary, responding proactively to ensure successful execution. The choice of format for will be influenced by several factors, including, without limitation:
 - 5.5.1. the number of Participants, which may necessitate adjustments to the format to ensure feasibility and efficient management and engagement; and



- 5.5.2. external factors and administrative requirements such as availability, visa requirements, travel restrictions, or other regulatory considerations that may impact the feasibility of in-person conduct, prompting a shift to online or hybrid formats.
- 5.6. By subscribing to, purchasing, applying to register for, registering for, and/or participating in, the Products or Operations, You acknowledge and accept the potential variations in the format of Operations. You agree to adapt to the finalised format as specified by Us and/or Affiliated Entities, as appropriate, ensuring Your continued participation under the revised conditions. We and/or Affiliated Entities, as appropriate, will endeavour to inform you of the selected format in a timely manner, so as to allow adequate preparation for Your involvement.
- 5.7. We and/or Affiliated Entities, as appropriate, reserve the right to modify or cancel the Products or Operations, with the former including but not being limited to modification in host, dates, and/or format. In the latter case, any registration fees that have been received by Us will be reimbursed in the amount that has been received by Us. **If registration fees are paid directly to Affiliated Entities, the conditions of refund will be governed by Your agreement with the Affiliated Entity in question and not with the WMILAR.**
- 5.8. The purchase or registration fee will be invoiced separately, by the regional host to whom the payment is due, following approval of the purchase or registration application. Use of Products and participation in the Operations is contingent on the payment of the purchase or registration fee according to the instructions provided and before the specified deadline, failing which purchase or registration will be annulled and Your User or Participant status revoked.
- 5.9. In using Products and in participating in Operations, You must ensure that any such use or participation by You or Your representatives must not:
- 5.9.1. be capable of infringing the Intellectual Property Rights or other rights of any person;
 - 5.9.2. breach any applicable law or regulation; or
 - 5.9.3. be perceived as inappropriate, offensive, or misleading.
- 5.10. It is Your obligation to ensure that You have read and understood the information contained in the WMILAR Handbook and any other relevant document published on the Site or otherwise communicated to you.
- 5.11. We are under no obligation to monitor, censor, or edit Your conduct or the conduct of Third Parties.
- 5.12. Breach of any of these Terms or failure to abide by other applicable rules and regulations of the WMILAR contained in the WMILAR Handbook may result in Your disqualification and/or ban from the use of Products or participation in Operations. In this case, your registration fees will **not** be refunded.



6. Intellectual Property Rights of the WMILAR and/or Its Owners

- 6.1. Our Site and Material, including, without limitation, the content produced by or on behalf of the WMILAR, are owned by or are licensed to the WMILAR and/or its Owner(s). As such, they are protected by Intellectual Property Rights.
 - 6.1.1. The WMILAR and/or its Owners retain, *inter alia*, all patents, copyrights, trademarks, trade secrets, and other Intellectual Property Rights in connection with the WMILAR.
 - 6.1.2. You may not reproduce, use, publish, disclose, or make accessible any material to anyone without the explicit written consent of the WMILAR.
- 6.2. You are granted a limited, non-exclusive licence to access and use the Site and Material for the purpose of learning about the WMILAR and/or learning about, registering for, and participating in the Operations.
 - 6.2.1. Such limited right of use shall not confer on You any rights in the Site and/or Material other than the rights expressly granted by these Terms.
 - 6.2.2. Any use beyond the scope outlined in these Terms requires explicit written permission from the WMILAR
- 6.3. You are granted a limited, non-exclusive licence to view, print, download, or store temporarily extracts from the Site for their reference or to apply, access, or use the Products featured on the Site.
 - 6.3.1. No other use of the Site or Material or derivative work thereof, including, without limitation, the creation, utilisation, extraction, duplication, reproduction, alteration, modification, deletion, exploitation, distribution, transmission, sale, resale, of them, in any medium (including, without limitation, by the Internet), is permitted.
 - 6.3.2. Any use beyond the scope outlined in these Terms requires explicit written permission from the WMILAR.
- 6.4. Certain names, words, images, or logos identifying the WMILAR and the Products featured on the Site are the trade names and/or trademarks, registered or unregistered, of the WMILAR and/or its Owners.
- 6.5. Unauthorised use, reproduction, or modification of WMILAR's Logo is strictly prohibited. The Logo must not be used in any way that could cause confusion or in any manner that discredits the WMILAR.
- 6.6. The names and logos of Third Parties mentioned on the Site and/or in Third Party Content may be the trade names and/or trademarks, registered or unregistered, of those Third Parties.
- 6.7. If You own Intellectual Property that appears on the Site without Your consent, please notify Us at enquiries@wmilar.com and We will investigate the allegation immediately and take down the content if necessary.



- 6.8. Where downloads of Third Party software are made available on the Site, they are owned by the Third Party licensor in question and will be subject to any privacy policy and/or terms of use applied by the relevant Third Party.
- 6.9. You agree to respect the Intellectual Property Rights of the WMILAR, its Owners, and Third Parties at all times.
 - 6.9.1. Should You become aware of any unauthorised use of the Site and/or the Materials on it or any other Intellectual Property Rights related to the WMILAR, You are obligated to notify the WMILAR immediately.
 - 6.9.2. We reserve the right to take any action deemed necessary to protect Our Intellectual Property Rights, including, without limitation, removing a Participant's submission from the Competition.

7. Intellectual Property Rights of and in Participants' Submissions

- 7.1. Participants retain ownership of the Intellectual Property Rights in their Submissions and other material produced by them in connection with the Products or Operations. However, by using the Products or participating in the Operations, You grant the WMILAR a perpetual, worldwide, non-exclusive, royalty-free licence to use, reproduce, display, distribute, and make derivative works of their submissions in connection with the Products or Operations and for promotional activities related to the WMILAR. This license includes Our right to publish, display, or promote the Submissions on any media, including, without limitation, digital and social media platforms, without any compensation or further consent.
- 7.2. You must ensure that Your Submissions do not infringe upon the Intellectual Property Rights of any Third Party.
 - 7.2.1. You are solely responsible for obtaining necessary permissions and licences for, and abiding by the required conditions of use of, any Third Party content included in Your Submissions.
 - 7.2.2. We are not responsible for any infringement of Third Party Intellectual Property Rights arising from Your Submissions.

8. Media Recording and Publication Rights

- 8.1. We and Affiliated Entities retain the right to audio-visual photographing, recording, streaming, and publishing of Operations by Us and/or Third Parties. You consent to be photographed, recorded, streamed, and published during the Products or Operations.
- 8.2. You may not photograph, record, stream, or publish any part of Products or Operations without explicit written consent of the WMILAR and/or Affiliated Entities, as appropriate.
- 8.3. We reserve the right to use or authorise the use of these recordings, photographs, streams, and publications for the purposes of, among others, organising, promoting, and documenting the WMILAR and/or Affiliated Entities, Products, or Operations, including the publication of Your name, affiliation, and ranking in the Competition, on the websites



(including the Site), social media, newsletters, etc. of WMILAR, Affiliated Entities, and/or Third Parties.

9. Communication and Complaints

- 9.1. You agree to receive communication from Us and Affiliated Entities regarding the Products and Services, including updates, notifications, and other relevant information.
- 9.2. All communication, including complaints, related to any Terms, Privacy Policy, Site, Products, or Operations should be directed to the WMILAR enquiries@wmilar.com and/or to the relevant Affiliated Entity, as appropriate.
- 9.3. The WMILAR will make reasonable efforts to address and resolve complaints in a timely and fair manner. The WMILAR will decide, in its sole discretion, on Your complaint within a 28-day period of receiving it, and will communicate the decision to You using the contact information extracted from Your communication to the WMILAR. If the WMILAR is unable to decide within this 28-day period, it shall communicate the fact of and reasons for the delay to You within the 28-day period, and make all reasonable efforts to decide on Your complaint as soon as possible, and in any event within 90 days of receipt.

10. Liability, Indemnity, Governing Law, and Dispute Resolution

- 10.1. To the fullest extent permitted by law, We exclude all liability for any personal injury, property damage, loss of profit, or other injury, damage, loss, or harm, whether direct, indirect, consequential, or incidental, irrespective of whether it arises due to the Our failure, error, or delay, that You may suffer, including from Your use of Products or participation in Operations.
- 10.2. Any liability We may have to you will be limited to the actual amount of any loss or damage You incur or suffer.
- 10.3. We are not liable for acts, omissions, or policies of any Third Parties, including but not limited to Affiliated Entities, (other) Staff, Visitors, Users, Registrants, Participants, or Attendees, or for any personal injury, property damage, loss of profit, or other injury, damage, loss, or harm arising from or relating to such in connection with Products or Operations.
- 10.4. We are not liable for any errors, delay, or failure to perform obligations under this Agreement if this is due to anything beyond the Our reasonable control, such as:
 - 10.4.1. acts of God, war, terrorism, pandemics, strikes, lockouts, industrial action, labour disputes, fire, flood, explosion, governmental acts or regulations;
 - 10.4.2. the failure, directly or indirectly of any power supply, machine, data processing system, data transmission link, or telephone link;
 - 10.4.3. a card not being accepted by a retailer, Third Party software, terminal, cash machines, or otherwise, for whatever reason.
- 10.5. We are not responsible for any technical malfunctions of any network, computer, online systems, servers, providers, computer equipment, software, etc. on the website, or any combination thereof, including for any injury or damage to Your computer hardware or



software related to or resulting from using, accessing any information, clicking any link, or downloading any materials from, the Site.

- 10.6. You agree to indemnify, defend, advance expenses, and hold harmless the WMILAR from and against any claims, losses, damages, liabilities, penalties, or expenses of any type, including reasonable attorneys' fees and expenses, incurred by them in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, arising out of Your use of services and products provided by Us.
- 10.7. You will be liable to Us for, and agree to indemnify Us against, all actions, claims, costs, damages, demands, expenses, liabilities, losses, and proceedings We directly or indirectly incur, or which are brought against Us if You have:
- 10.7.1. acted fraudulently;
 - 10.7.2. been negligent;
 - 10.7.3. misused or abused these Terms; or
 - 10.7.4. breached any Agreement with Us.
- 10.8. You will be liable to Us for, and agree to indemnify Us against, all actions, claims, costs, damages, demands, expenses, liabilities, losses, and proceedings We directly or indirectly incur, or which are brought against Us except:
- 10.8.1. in the case of a fraud to which You were not a party (unless You have failed to make any required notification, acted fraudulently, been negligent, misused or abused these Terms, and/or breached any Agreement with us); or
 - 10.8.2. if You can prove a relevant failing or error on the part of the WMILAR.
- 10.9. If We do not enforce any of the rights We have under this Agreement, or if we delay in enforcing them, that does not prevent Us from taking any action to enforce our rights in the future.
- 10.10. These Terms and this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the United States of America ('USA'), without giving effect to conflict of laws. The parties hereby submit to the sole and exclusive jurisdiction of the state and federal courts in the USA, including in relation to any dispute arising out of or in connection with these Terms or this Agreement.
- 10.11. Before commencing any court proceedings, You agree to exhaust the complaints procedure of the WMILAR (outlined in Clause 9), and then at least one of the following alternative dispute resolution mechanisms: mediation, negotiation, or arbitration, as may be agreed or as may be provided for by any pre-action protocols in the jurisdiction of the courts of the USA. This is without prejudice to either party's legal rights.

11. Survival

- 11.1. Clauses 1-12 shall survive termination of this Agreement.

