

# PHOENIX FAN FUSION

## Terms of Service

**Effective Date:** May 3, 2024

Please read these Terms of Service carefully, as they contain important information about your legal rights, remedies, and obligations. Specifically, these Terms of Service ("Terms") constitute a legally binding agreement ("Agreement") between you and Phoenix Fan Fusion, LLC ("Fan Fusion," "we," "us," or "our") with respect to your use of our websites ("Site" or "Sites") and all associated services, including services provided when you attend a Fan Fusion Event (collectively, the "Services"). By using the Services, or attending a Fan Fusion Event, you accept these Terms in full. If you do not agree to these terms, you should not use the Website or Services.

### Account Registration

You may be required to register for an account ("Fan Fusion Account") to access and use certain features of the Services, such as: (1) registering for a Fan Fusion Event, (2) buying a membership through any of our various membership options (e.g., at [phoenixfanfusion.com/buy](https://phoenixfanfusion.com/buy) or elsewhere on the Site), (2) applying for any of our Phoenix Fan Fusion roles at [phoenixfanfusion.com/applications](https://phoenixfanfusion.com/applications) or elsewhere on the Site, (3) submitting a crew application (e.g., at [phoenixfanfusion.com/join](https://phoenixfanfusion.com/join) or elsewhere on the Site); or (4) signing up for alerts and other informational emails or texts. You must provide accurate, current and complete information during the registration process and keep your Fan Fusion Account up-to-date at all times.

You agree that Registration for a Fan Fusion Event does not necessarily guarantee you access to that event, and that **Fan Fusion reserves the right to limit or restrict your access to a Fan Fusion Event for any reason and at Fun Fusion's sole discretion.**

You agree to the guidelines set forth at [www.phoenixfanfusion.com/attend](https://www.phoenixfanfusion.com/attend), which sets forth further guidelines and rules applicable to Fan Fusion Events (e.g., harassment and discrimination policies, costume and prop rules, camera policy, prohibited items, etc.), the content of which is incorporated by reference.

### Privacy

Our collection and use of personal information in connection with your access to and use of the Services is described in our Privacy Policy at <https://phxfanfusion.com/privacypolicy>.

### Third-Party Links

This site may contain hyperlinks to websites operated by parties independent from Fan Fusion. Such hyperlinks are provided for your reference only. We do not control such sites, and are not

responsible for their content. Fan Fusion's inclusion of hyperlinks to such sites does not imply any endorsement of the material on such sites or any association with their content.

## **Limitation of Liability**

IN NO EVENT SHALL FAN FUSION, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS, BE LIABLE TO YOU OR ANY OTHER ENTITY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING PERSONAL INJURY OR EMOTIONAL STRESS TO YOU OR OTHER AFFECTED PERSONS OR PROPERTY, OR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES OR WEBSITE, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES YOU INCUR AT A FAN FUSION EVENT, OR YOUR INABILITY TO ATTEND A FAN FUSION EVENT.

## **Disclaimers**

If you choose to use the Services, or attend a Fan Fusion Event, you do so voluntarily and at your sole risk. The Services are provided "as is", without warranty of any kind, either express or implied. To the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a user or guarantee that a user will not engage in misconduct in the future. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

You acknowledge and understand that attendance at a Fan Fusion Event includes health risks, including possible exposure to and illness from infectious diseases such as COVID-19. While particular rules and personal discipline may reduce these risks, the risk of serious illness and death does exist. Participant knowingly and freely assumes all health risks associated with attendance at a Fan Fusion Event, even if such risk is caused by the negligence or fault of Fan Fusion.

## **Indemnification**

You agree to release, defend, indemnify, and hold Fan Fusion and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, attendance at a Fan Fusion Event, or your violation of these Terms.

## **General Provisions**

No joint venture, partnership, employment, or agency relationship exists between you and Fan Fusion as a result of this Agreement or your use of the Fan Fusion Services. These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

Fan Fusion's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Fan Fusion's prior written consent. Fan Fusion may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

## **Intellectual Property Rights**

You acknowledge that various aspects of the Services, as well as materials provided or displayed at a Fan Fusion Event, are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Services, including all associated intellectual property rights, are the exclusive property of Fan Fusion and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

By attending a Fan Fusion event, you agree not to take pictures or videos where posted or announced as prohibited. You agree to allow Fan Fusion, its agents, licenses, or assigns, the right to use your image and/or likeness in any form of media for advertising and other promotional purposes.

## **Modification**

We reserve the right to modify these Terms at any time. If we make changes to these Terms, we will post the revised Terms on our Site and update the "Last Updated" date at the top of these Terms of Use.

## **Contact Us**

If you have any questions about these Terms of Service, please contact us at:

Eva Moore, Attendee Advocate, [eva@phoenixfanfusion.com](mailto:eva@phoenixfanfusion.com)  
530 E McDowell Road #107-80, Phoenix, AZ 85004