

# **WEBSITE TERMS AND CONDITIONS OF USE**

**Effective May 17, 2019**

## **1. ACCEPTANCE**

These website terms and conditions of use for [www.pumpkinsafterdark.com](http://www.pumpkinsafterdark.com), constitute a legal agreement and are entered into by and between you and 2 6 8 9 4 6 5 O N T A R I O L T D. ("Company," "we," "us," "our"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference, (the "Terms and Conditions"), govern your access to and use, including any content, functionality, and services offered on or through [www.pumpkinsafterdark.com](http://www.pumpkinsafterdark.com) (the "Website").

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT [www.pumpkinsafterdark.com](http://www.pumpkinsafterdark.com) IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE IMMEDIATELY STOP USING OUR WEBSITE AND IF APPLICABLE, DELETE YOUR ACCOUNT.

By using this Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

"Use" of the Website shall include, but is not limited to browsing the Website and the content, as hereinafter defined, registering for an account, posting comments on the Website, requesting electronic newsletters and purchasing tickets electronically.

## **2. MODIFICATIONS**

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the terms and conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website, and the Website may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is restricted to users or unavailable at any time or for any period.

## **3. SECURITY**

Users are responsible for obtaining their own access to the Website and for the Website's availability and performance. Users are required to ensure that all persons who access the Website through a user's internet connection are aware of these Terms and Conditions and comply with them. Users are responsible for any security breaches or performance issues relating to accessing the Website.

The Website including content or areas of the Website may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. We are not liable for acting on incorrect information you provide us, deliberately or negligently.

You are prohibited from attempting to circumvent and from violating the security of this Website including without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not

authorized; (c) restrict, disrupt or disable service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attack the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mail bombing or crashing; and (i) otherwise attempt to interfere with the proper working of the Website.

#### **4. PRIVACY**

Your privacy is important to us. Our Privacy Policy is incorporated into these Website Terms by reference (the "Privacy Policy"). Please read the Privacy Policy carefully for details on the collection, use and disclosure of your personal information. Your use of the Website shall be deemed to constitute your understanding and approval of, and agreement to be bound by, the Privacy Policy and you consent to the collection, use and disclosure of your personal information by the Company and/or third parties in accordance with the Privacy Policy or as otherwise required by law.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately.

We comply with the provisions of Canada's Anti-Spam Legislation (CASL). Communications from us will be compliant with the same and you may be asked for express consent at various points; we will not send you communications with your express consent, unless you have purchased tickets from us, in which case CASL allows for implied consent. All communications from us which are automated or marketing in nature will have a "unsubscribe" mechanism; in the event the "unsubscribe" mechanism is non-functional, a notice sent in accordance with NOTICES, below, will both unsubscribe you and alert us to fix the problem.

#### **5. MINORS**

Parents should consider using commercially available parental control protections (such as computer hardware, software, or filtering services) to assist them in limiting access to material that is harmful to minors. These tools can also prevent children from disclosing online their name, address, and other personal information without parental permission. If you are interested in learning more about these protections, information is available at [www.cybersitter.com](http://www.cybersitter.com), [www.netnanny.com](http://www.netnanny.com) or other analogous sites providing information on such protections. (Note: The preceding links are provided for information purposes only.)

#### **6. INTELLECTUAL PROPERTY**

You understand and agree that the Website and its entire contents, features, and functionality, including but not limited to all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, Pumpkins After Dark, the Pumpkins After Dark Logo and Font, and all related names, logos, product and service names, designs, images and slogans are pending trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed; (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever; (c) user copies may be downloaded with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by our end user license agreement for such downloads; (d) in the event social media features on services including but not limited to Facebook, Twitter, YouTube, Instagram, Google+, and other similar platforms are provided with respect to certain content are on our site, you may take such actions as our site permits for such features.

Users are not permitted to modify copies of any materials from this site nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print off, copy or download any part of our site in breach of these Terms and Conditions, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other intellectual property laws.

## **7. CONDITIONS AND STANDARDS**

As a condition of your access and use you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions. If you reside outside of Canada, you acknowledge that you are responsible for ensuring that your use of the Website complies with all rules, laws, and regulations in the jurisdiction where you reside, including, without limitation, laws concerning intellectual property, the Internet, data and privacy.

The following content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "submit") to the Website, and any and all Interactive Functions.

Without limiting the foregoing you warrant and agree that your use of the Website shall not, either through tools we provide or functions you discover: (a) in any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret,

copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy; (b) include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable; (c) involve stalking, attempting to exploit any individual or harm minors in any way by exposing them to inappropriate content or otherwise nor ask for personal information; (d) Involve, provide or contribute any false, inaccurate or misleading information that is likely to cause physical, mental or reputational harm to another individual or corporation; (e) impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity including, without limitation, by using email addresses, or screen names associated with any of the foregoing; (f) You may not use the Website or Content for commercial purposes. You agree not to reproduce, duplicate, copy, sell, distribute, resell or exploit any portion of the Website and/or Content or use the Website and/or Content for any other purpose other than your personal, private, non-commercial purposes;(g) include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability; (h) You agree that you will not attempt to gain unauthorized access to the Website and/or Content or any computer system or networks connected to the Website and/or Content, through hacking, password mining or any other means or interfere or attempt to interfere with the proper operation of the Website and/or Content; (i) promote any illegal activity, or advocate, promote, or assist any unlawful act; or (j) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

Any violation of the above terms is strictly prohibited and can result in the immediate revocation of any licenses granted to you to use the Website and may constitute violations of law.

## **8. MONITORING, ENFORCEMENT**

We have no obligation, nor any responsibility to any party to monitor the Website or use. We undertake to review material that you or other users inject into the Website on a regular basis. We cannot ensure prompt removal of objectionable material after it has been injected and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any malicious third party.

## **9. NO RELIANCE**

The content on our Website is provided for general information purposes only. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. Your use of the Website is at your own risk and the Company has no responsibility or liability whatsoever for your use of this Website.

## **10. THIRD PARTY WEBSITES**

For your convenience, this Website may provide links or pointers to third party sites. We make no representations about any other websites that may be accessed from this Website. All statements and/or opinions expressed in any such third party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity

providing those materials. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third party sites, and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. The Company is not responsible for the content, business practices or the privacy policies of the third party linked sites, including but not limited to the collection, use and disclosure of personal information that these sites may collect. You are subject to any terms and conditions of such third party sites.

Such links to third party sites from the Website, may include links to certain social media features that enable you to link or transmit on your own or using certain third party websites or certain limited content from this Website. You may only use these features when they are provided by us and solely with respect to the content identified. Such features and links to third party sites are subject to any additional terms and conditions we may provide with respect to such features.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site, though you may create a link to any part of our site other than the homepage if it is made explicit you are doing so and provide a clear way to find our homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Conditions of Use and User Submissions and Site Content Standards. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

## **11. PURCHASES**

You can buy tickets for the Pumpkins After Dark event at home or on your mobile device by using our online ticket purchasing service. Online or mobile ticket purchases may be made using a number of different payment options, including but not limited to, credit card, VISA debit, or Interac Online. Processing services for credit cards and Interac Online are provided by third-party service providers which have their own privacy policies and terms of use. Information you provide to any such third-party service provider is not shared with the Company unless necessary for processing and completing your purchase transaction.

All orders, purchases or transactions for the sale of goods, or services, or information made using this Website are subject to the terms and conditions of sale provided with your ticket purchase, even if these sales are made on our behalf by third-party service providers whose links we provide on this Website.

Additional terms and conditions may be applicable to parts or features of this Website and are hereby incorporated by reference into these Terms and Conditions.

## **12. POSTING USER SUBMISSIONS THROUGH A SOCIAL NETWORKING SITE**

Posting User Submissions may be made available via one or more social networking sites (i.e. Facebook or Instagram). In order to post User Submissions in this manner, you must have a registered account with the social network ("Social Network Account"), and be logged into the Social Network Account to post the User Submission. If you post a User Submission to the Website through your Social Network Account, you shall comply with its terms and conditions as well as these Website Terms. The Company shall not be held responsible for your inability to post User Submission to the Website due to your inability to access your Social Network Account or for any unauthorized access or viewing of your Social Network Account that may result when third parties review your User Submissions.

By agreeing to the Terms of Use and/or by posting a User Submission to the Website through your Social Network Account, you agree that the Company may access certain information from your Social Network Account. The information you allow the Company to access may vary depending on the privacy setting you have established through your Social Network Account.

### **13. JURISDICTION**

The owner of the Website is based in the Province of Ontario in Canada. We provide this Website for use only by persons legally permitted to access services, Websites, and make purchases of goods and services in the Province of Ontario in Canada. This site is not intended for use in any jurisdiction where its use, or purchases of the type this Website offers, is not permitted. If you access the site from outside Canada you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

### **14. DISCLAIMER, LIMITATION**

YOU UNDERSTAND AND AGREE YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS MAKES ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the Website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Website and your computer, internet and data security. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

UNDER NO CIRCUMSTANCE WILL THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND,

UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD PARTY WEBSITES, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

## **15. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, your User Submissions, third party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions.

## **16. COPYRIGHT**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement. If you believe any materials accessible on or from this site (the "Website") infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our Copyright Agent (designated below). The written notice (the "Notice") must include substantially the following:

- (a) Your physical or electronic signature.
- (b) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- (c) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.  
Adequate information by which we can contact you (including your name, postal address, postal code, telephone number and, if available, e-mail address).
- (d) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- (e) A statement that the information in the written notice is accurate.
- (f) A statement, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive Notices and Counter-notices is detailed under NOTICES, below.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages including costs and all legal fees, disbursements and charges.

## **17. GENERAL**

No waiver by the Company under these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of the Company waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms

and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and the Company, regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

## **18. NOTICES**

This website is operated by 2 6 8 9 4 6 5 O N T A R I O L T D. and its mailing address is 1507 Jasmine Crescent, Oakville, Ontario, L6H 3H2.

Notice can be sent to the above address or through our e-mail addresses as posted on the Website.

All notices of copyright infringement claims should be sent to the above-noted address. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [info@pumpkinsafterdark.com](mailto:info@pumpkinsafterdark.com).