

Terms of Use Agreement

By using this website (the "<https://eventyab.com>"), you agree to be contractually bound by the following terms of use agreement (the "terms of use"). If you do not agree with these terms of use, discontinue all use of the <https://eventyab.com> (the "Site").

The use of this website is subject to the following terms of use:

Changes to these Terms of Use

The Site reserves the right to make changes to these Terms of Use in whole or in part, at any time, at its sole discretion and without prior notice.

The Site reserves the right to remove any information that you post, upload, publish, transmit, distribute or otherwise use on the Site, in whole or in part, at any time, at its sole discretion and without prior notice.

Non-Commercial Use

All content included in the website, including but not limited to text, information, designs, photographs, graphics, images, illustrations, interfaces, codes, audio clips, video clips, software and links to external websites (the "Content"), is provided for informational purposes only.

Warranty Disclaimer

The Site intends for the Content on the Site to be accurate and reliable, however, the Site and the Content are provided to you on an "as is" and "as available" basis and without warranty or condition of any kind, whether express or implied. In particular, the Site does not control the Content posted by users and make no representation or warranty whatsoever regarding the accuracy or completeness of any data or information accessible on or through the Site. Furthermore, to the fullest extent permissible and pursuant to applicable law, the Site disclaims all warranties and conditions, express, implied, legal or statutory, including, but not limited to, implied warranties of title, quality, non-infringement, freedom from computer viruses, warranties arising from course of dealing or course of performance, merchantable quality and fitness for a particular purpose. The Site expressly disclaims any representation or warranty that the Site will be free from errors, viruses or other harmful components, that communications to or from the Site will be secure and not intercepted, that the services and other capabilities offered from the Site will be uninterrupted, or that its content will be accurate, complete, adequate or timely. Any material downloaded is at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

Liability Disclaimer

Without limiting the foregoing, the Site expressly excludes (and you hereby release the Site from) any liability for any of the following:

- fraud by any user of the Site;
- any misrepresentation by a third party (whether innocent or fraudulent) made in respect of the Site and/or the content therein;
- any failure by the Site to ensure that they do not breach any copyright or other intellectual property right of any third party;
- any link on the Site to any other site; and
- loss or damage caused by delay or errors in, or the downtime of, the Site (or servers) or resulting from interruption, termination, or failed operation of the Internet or a third-party telecommunication service, even in the event that the Site has been advised of the possibility of such loss or damage.

Nothing in these Terms of Use is intended to limit or exclude any liability on the part of the Site where and to the extent that applicable laws prohibit such exclusion or limitation.

In no event shall the Site be responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, tort, extra-contractual liability, strict liability or other theory, arising out of or in connection with the use or performance of the Site or any other site you or users of your account may access while using the Site or your use or the use by users of your account of the Content, even if advised of the possibility of such damages.

Privacy Policy

The Site collects, uses, and discloses your personal information in accordance with the Privacy Policy of the Site. By providing information to the Site, you consent to the use of such information in accordance with the Privacy Policy.

Indemnity

You acknowledge and expressly agree that use of the Site is at your sole and own risk. You agree to defend, indemnify and hold the Site harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of these Terms of Use by you or users of your account, or in any way arising out of the use of, including without limitation, the placement or transmission of any information or other materials on the Site by you or users of your account.

Use of the Site

The content of the pages of this website is subject to change without notice. This website contains material which is owned by or licensed to us. This material includes,

but is not limited to, the design, layout, look, appearance and graphics. Copy, reproduce, modify, collect, or catalogue information or material on the Site is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.

You may not use the Site to (i) engage in any unlawful activity or to infringe the rights of the Site, its affiliates or others. (ii) interfere with the operation of the Site in any way, (iii) interfere with anyone's use or enjoyment of the Site, (iv) harass anyone on the Site or through the Site, (v) impersonate any person or entity on the Site or through the Site, or (vi) post any content or views that may be considered threatening, abusive, vulgar, obscene or otherwise objectionable.

Intellectual Property

Other service and product marks that appear on the Site are the trade-marks of their respective owners. The display of any trade-marks on the Site does not imply that a license has been granted for any further use.

Unless otherwise agreed to in writing by the Site, all information provided by you, including, without limitation, any suggestions, comments or know-how you may provide to the Site through the Site, is provided on a non-confidential basis and becomes the exclusive property of the Site. You expressly consent to the unrestrained use of all such information by the Site. Your waiver of rights in all such information does not apply to personally identifiable information which is handled by the Site in accordance with the Privacy Policy of the Site.

Termination of Access

If you use the Site in any manner that is prohibited by these Terms of Use, the Site may without notice terminate your use of the Site or your access to the Site at any time.

Dealing with Third Parties

Any correspondence or business dealings with any third parties including merchants, sellers, buyers or advertisers found on, or through, the Site is solely between you and such third parties, and the Site have no control over the quality, legality or inappropriate nature of the Content advertised, the truth or accuracy of any representations made by sellers, the ability of sellers to sell and the ability of buyers to purchase. The Site is not responsible for any loss or damages you may suffer by entering into such transactions including the payment for and delivery of goods if any, and any terms, conditions, warranties, or representations associated with such dealings. You and the third party, not the Site, are responsible for compliance with all laws applicable in any such transaction.

No Contract or Offer

Except for your agreement to abide by these Terms of Use and your agreement to the Privacy Policy, use of the Site does not create any contract or agreement between you and the Site, nor any obligation of the Site to you. Any contract or agreement signed between you and Eventyab for all purposes using the Site should oblige to these Terms of Use and your agreement to the Privacy Policy.

License

By posting, uploading or submitting any information, material or content to the Site, you automatically grant (or warrant that the owner of the rights to such material or content has expressly granted you the rights to grant) the Site a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, royalty-free right to use, reproduce, modify, adapt, improve, create derivative works from, publish, remove, retain, add, process, analyze, translate, license, transmit, distribute and otherwise exploit any or all portions of such information, material or content in any manner and media and by means of any technology now known or hereafter developed. In addition, you hereby irrevocably waive all moral rights in any such information, material or content posted, uploaded or submitted by you.

No Endorsement

Links available on the Site will allow you to link to websites or resources not maintained or controlled by the Site. The Site provides these links for your convenience only and makes no endorsements, warranties or representations of any kind whatsoever regarding those other websites and expressly disclaims all responsibilities for content on third party websites. The Site has neither reviewed nor approved any content that appears on such other websites. Please be aware that you link to these third party websites at your own risk. You acknowledge and agree that the Site shall not be held responsible for the legality, accuracy or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

Web Scraping/Harvesting

You may only use or reproduce the Content for your own personal and non-commercial use. The framing, scraping, data-mining, extraction or collection of the Content of the Site in any form and by any means whatsoever is strictly prohibited. Furthermore, you may not mirror any material contained on this Site

Copyright

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limitation, all texts, designs, images, photographs and other information, is protected under Canadian and other copyright laws to the maximum extent permitted. The Content, and the copyright in the Content, are owned or controlled by the Site. The Site grants you a limited license to display or print the Content for your own personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell these materials in any form or manner without the express written permission of the Copyright Holder(s) of the Content. You must abide by all copyright notices, information and restrictions contained in any Content on, or accessed through, the Site and maintain such notices in the Content. The Site does not warrant or represent that your use of materials displayed on, or obtained through, the Site will not infringe the rights of third parties.

Registered User Accounts

In order to access certain parts of the Site, you may have to register as a user with the Site. During registration for a user account ("Account"), you will select a password and account name. You understand and agree that you are solely responsible for maintaining the confidentiality of your account including your password, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify the Site of any unauthorized use of your password or account or any other breach of security, and (b) logout from your account at the end of each session. The Site will not be liable for any loss or damage arising from your failure to comply with this section.

Applicable Law

These Terms of Use shall be governed by and construed in accordance with the laws of Québec and the federal laws of Canada applicable therein. The parties hereby agree and attorn to the exclusive jurisdiction of the courts of the province in which you reside. The parties have required that these Terms of Use and all related documents be drawn up in English. *Les parties ont demandé que ces termes et conditions ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

General

The Site reserves the right to terminate or suspend access to the Site and/or to terminate these Terms of Use at any time without notice and for any reason whatsoever. The Site reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole discretion. Any service order or transaction performed on or through the Site may be subject to additional terms and conditions or terms of sale. The Terms of Use of the Site and all other documents referenced herein constitute the entire agreement between the Site and you with respect to your use of the Site or the use by

users of your account. The Site's failure to insist upon, or enforce strict performance, of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. If any terms in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions hereof.

Privacy Policy

Commitment to Privacy

Protecting the security and privacy of your personal information is important to us. We reserve the right to change this Privacy Policy from time to time by giving reasonable notice of the revised terms (including by e-mail or by posting on the Site). Please check this Privacy Policy periodically for changes. Your continued use of this site following the posting of changes to this Privacy Policy will mean you accept those changes.

In this Privacy Statement, “personal information” means any information about an identifiable individual, as further defined under applicable Canadian laws.

Use of Personal Information

The Site reserves the right to share general demographic information with advertisers or potential advertisers; however, profiles of individual users are not shared. When you supply information about yourself (such as name, address, payment information) for a specific purpose, we use the information for only that purpose. The Site will not sell or provide your personal information to any other party, unless you provide us with explicit permission to do so or unless we are compelled by law. It is noted that only your email address may be shared with with advertisers or potential advertisers.

By providing personal information to the Site, you acknowledge that you expressly consent to our collection, use and disclosure of your personal information pursuant to this Privacy Policy.

Information Collected by cookies

Like most major websites, we use cookies for some aspects of measurement of use and quality of performance of our site.

Linked Sites

These privacy policies refer to areas and services offered by the Site. The Site is not responsible for the privacy practices or the content of linked sites. They may post their own privacy policies and please ensure you review their own privacy policies.

Security

The Site protects against loss, misuse and alteration of personal information with security measures appropriate to the sensitivity of the information. However, it is possible that any information transmitted via the Internet may be intercepted by unknown third parties.

Opt-Out

When appropriate, users of the Site are given the opportunity to (i) opt-out of receiving communications from us, (ii) remove their information from our database, or (iii) elect to no longer receive services from us. If you wish to opt-out of receiving further communications, please contact the Site by email using the contact information provided under “Contact Us” section below.

Surveys

The Site online surveys may ask visitors for contact information (such as email addresses) to send users information about our products and services. Users may opt-out of receiving future mailings (see the Opt-Out section above).

Email Communications

The Site may ask visitors for contact information (such as email addresses) to send users information about our products and services. Users may opt-out of receiving future emailings (see the Opt-Out section above).

We collect two types of information: personal information and non-personal information. The types of information we collect depend on the nature of your interaction with us. We will collect, use, or disclose your personal information only with your knowledge and consent, except where required or permitted by law. When you choose to provide us with your personal information, you consent to the use of your personal information as identified in this Privacy Policy and as may be further identified at the time of collection.

- **Personal information**

Personal information is information that can identify an individual or information about an identifiable individual. We may collect personal information such as: Your contact information - e.g., name, postal address, and telephone number; your personal preferences - e.g., language preferences, and marketing consent; and your transaction information - e.g., products purchased, method of payment, amount paid, and credit or debit card number.

Eventyab reserves the right to share your email address with with advertisers or potential advertisers; however, users may opt-out of receiving future mailings (see the Opt-Out section above).

- **Non-personal information**

Non-personal information does not identify you as an individual. For example: we may ask you for your postal code to assist us with planning our flyer distribution; we may collect certain non-personal data when you visit our Web Sites, such as the type of browser you are using or the referring URL; or we may collect and summarize customer information in a

non-personal, aggregate format for statistical and research purposes. We may, for example, summarize our data to determine that a certain percentage of contest entrants are male, aged 18 to 25.

You may choose not to provide us with your personal information. However, if you make this choice, we may not be able to provide you with the product, service, or information that you requested.

Collection and Use of the Information

From time to time, we may supplement information you give us with information from other sources, such as information validating your address or other available information you have provided us. This is to help us maintain the accuracy of the information we collect and to help us provide better service.

We may use your personal information for a number of different business purposes, including but not limited to:

- fulfill orders and requests for products, services or information;
- process returns and exchanges;
- detect and protect against fraud and error;
- establish and manage your accounts with us;
- track and confirm online orders;
- deliver products;
- track and analyze your purchases and preferences to better understand your product and service needs and eligibility;
- market and advertise products and services;
- communicate things like special events, promotions and surveys;
- tailor our online content or in-store offerings to you based on your interactions with us and your preferences;
- conduct research and analysis;
- operate, evaluate and improve our business; and
- for other purposes as described in this Privacy Policy.

Removal of the Information

We keep your information only as long as we need it for legitimate business purposes and to meet any legal requirements. We have retention standards that meet these parameters. We destroy your information when it is no longer needed, or we remove your personally identifiable information to render it anonymous.

Sharing of the Information

Best Buy does not sell or rent our customers' personal information to any other party. However, in the normal course of business, we may share some of your personal information within our corporate family and with third parties acting on our behalf or as permitted or required by law.

Some of these operations may result in personal information collected by Best Buy being stored or processed outside of Canada and, as a result, your personal information may be accessible to law enforcement and regulatory authorities in accordance with the law of these foreign jurisdictions.

Contact Us

Users of this Site may contact us to modify or correct any of their personal information that is under our control. An individual may also direct a written complaint regarding compliance with this Privacy Statement, within a reasonable time upon receiving the written complaint; investigation into the matter will be conducted.

If you have questions or concerns about this Privacy Policy or any of the Site's use of your information, or any questions that do not listed here please contact us at <http://eventyab.com#contact>