GAME PLAN WEBSITE – TERMS OF USE

Game Plan

Game Plan is a program developed jointly between the Canadian Olympic Committee (“COC”), Canadian Paralympic Committee (“CPC”), The Government of Canada - Sport Canada (“Sport Canada”) and Canadian Olympic and Paralympic Sport Institute Network (“COPSI Network”) (together the “Parties”) to address athletes’ transition into, within and beyond sport, with a focus on the design and implementation of programs in education, career & lifestyle management (“Game Plan”).

BY ACCESSING OR USING THIS WEBSITE AND WEBSITE CONTENT (COLLECTIVELY, THE “WEBSITE”), YOU AGREE TO BE BOUND BY THE TERMS OF USE DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE AND TO ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THIS WEBSITE. You also agree to the use of any personal information that you may supply through this Website, as further described in our Game Plan Website Privacy Policy. The PARTIES shall have the right at any time to change or discontinue any aspect or feature of this Website and may also amend or supplement these Terms of Use. Any changes will be effective immediately upon posting on the Website. Your continued use of the Website following the posting of changes will constitute your acceptance of such changes. You should review these Terms of Use from time to time to keep informed of any such amendments or supplements. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT USE THIS WEBSITE.

1. Your Use of this Website

The Parties grant you permission to use this Website as set out in these Terms of Use provided that you access and use the Website solely for lawful purposes and for your personal, non-commercial use. You may not use any part of the Website to infringe the rights of, restrict or inhibit anyone else’s use or enjoyment of the Website, disseminate any unlawful or objectionable material, obtain unauthorized access to the Parties’s computer systems or otherwise breach applicable laws or regulations. Your entry or participation in any contest, sweepstakes, promotion or other similar offering on the Website shall also be subject to and governed by the specific rules and regulations in respect of that contest.

2. Intellectual Property

The Parties either owns the Website and the intellectual property rights in the Website (including underlying HTML, text, audio clips, video clips, trademarks, logos, designs, product names and other content), or has obtained the permission of the owner of the relevant intellectual property for use in connection with the Website. Except as expressly authorized by the Parties and/or the applicable owner of the relevant intellectual property rights, you agree not to, without limitation, reproduce, duplicate, copy, sell, trade, resell, alter, modify, rent, disseminate, download, edit, exploit, license, assign, lease, loan, process, provide any third party access to, perform, display, distribute, re-distribute, publish, re-publish, transmit, re-transmit, transfer, repackage, or create derivative works based on the Website, in whole or in part. When expressly permitted by the PARTIES on the Website, you may download, copy or share certain authorized PARTIES contents displayed on the Website for your personal non-commercial use provided you do not delete or change any copyright, trademark, or other proprietary notices. No right, title, or interest in any downloaded materials or software is transferred to you as a result of any such downloading, copying or sharing. Please be advised that the PARTIES enforce its intellectual property rights to the fullest extent of the law. We reserve all rights that are not specifically granted under these Terms of Use.

3. User Comments or other submissions

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed to the PARTIES on this Website or otherwise disclosed, submitted, or offered in connection with your use of this Website (“Comments”) are the sole property of the PARTIES. Any submission of any Comments of the Website represents an assignment to the PARTIES of all worldwide rights, titles, and interests in all copyrights and other intellectual properties in the Comments. The PARTIES is under no obligation to (1) maintain any Comments in confidence; (2) compensate any user for any Comments submitted; or (3) respond to any user Comments. No Comments submitted on this Website may violate any right of any third party, including copyright, trademark, privacy, or other personal or proprietary rights and no Comments may contain libelous or otherwise unlawful, abusive, or obscene material. The PARTIES may use or disclose information about demographics and use of this Website in any manner that does not reveal users’ identity. By participating in Website sweepstakes, contests, promotions, or requesting promotional information or updates, you agree that the PARTIES may use information you provide for purposes of Game Plan, including promotional purposes related thereto.

4. Social Media

All users of the Website and any PARTIES social media sites to abide by the following Terms of Use. In using this Website and/or any PARTIES pages/groups on social media sites, you will not:

* post, transmit, or otherwise make available through or in connection with this Website or social media page/group:
	+ Anything that is or may be (i) threatening, harassing, degrading, hateful, intimidating; or violent (ii) defamatory; (iii) fraudulent; (iv) obscene, indecent, pornographic or otherwise objectionable; or (v) protected by copyright, trade mark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right;
	+ Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offence; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” cracking,” or “phreaking”; or
	+ Any material or non-public information about a company without the proper authorization to do so;
* use this Website/social media page/group to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others’ privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users;
* impersonate any person or entity, including without limitation any representative of the PARTIES, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website; or express or imply that the PARTIES endorse any statement you make;
* restrict or inhibit any other person from using the Website (including without limitation by hacking or defacing any portion of the Website);
* use the Website to advertise or offer to sell or buy any goods or services without the PARTIES’s express prior written consent;
* reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
* modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website;
* remove any copyright, trade mark or other proprietary rights notice from the Website or materials originating from the Website;
* frame or mirror any part of the Website without PARTIES’s express prior written consent;
* create a database by systematically downloading and storing Website content;
* engage in ambush marketing, unauthorized commercial purposes or criticize products or services;
* post URLs to off topic personal Websites;
* advocate or encourage the use or selling of drugs, alcohol or tobacco; or
* disclose information that appears to breach a duty of confidence.

5. Maps and Mapping Products

Maps and mapping products made available by the PARTIES on the Website may not be reproduced in whole or in part (including the creation of electronic or mechanical copies for storage or distribution) without the written authorization of the PARTIES and the PARTIES shall have no responsibility or liability for any loss (direct, consequential or otherwise) which may arise from any reliance on any such maps. The description or appearance of any feature (or lack thereof) in any such maps does not imply any commitment or agreement to the actual inclusion (or absence) of such feature.

6. Disclaimer

The Website is provided ‘as is’ and ‘as available’. Your use of the Website is at your own risk. The Website is not guaranteed to be error-free or uninterrupted. The PARTIES assumes no responsibility and provides no warranties, representations, guarantees or conditions, express or implied (either in fact or by operation of law) or statutory, including, without limitation, with respect to the quality, accuracy, truth, timeliness, sequence, completeness, merchantability, fitness for a particular purpose, non-infringement, or continued availability of the Website.

The Website may provide, or third parties may provide, links to other web sites or resources. Because the PARTIES have no control over such sites and resources, you acknowledge and agree that the PARTIES is not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that the PARTIES shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such external site or resource.

7. Limitation of Liability

None of the Parties, any of their directors, members, employees, volunteers or agents may be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including without limitations loss of use, profits and/or data, whether in contract, responsibility or otherwise, arising out or in any manner connected with this Website or its content, including without limitations any damages caused by or resulting from the reliance on any information obtained on this Website, or that result from mistakes, omissions, interruptions of files and/or emails, errors, defects, viruses, delays or failure, whether or not resulting from force majeure, whether in an action in contract, responsibility, negligence or otherwise, arising out of or in any way connected with the use of this Website, its content or the materials contained in or accessed through this Website, including without limitation any damages caused by or resulting from reliance by user on any information obtained from the PARTIES, or that results from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to PARTIES’s records, programs or services. In no event shall the aggregate liability of the PARTIES arising out of or relating to the use of this Website exceed any compensation you pay, if any, to the PARTIES for access to or use of this Website.

8. Indemnification

You agree to indemnify and hold the PARTIES harmless from any and all losses, damages, liability and costs (including reasonable attorneys’ fees) resulting directly or indirectly from any claim or demand against the PARTIES arising out of or related to the accuracy or completeness of the Website, your use of the Website, your connection to the Website, your violation of these Terms of Use, any applicable laws and regulations and/or any rights of another.

9. Termination

Without limiting the foregoing, the PARTIES shall have the right to immediately terminate your access to the Website or any feature of the Website in the event of any conduct by you which the PARTIES, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms of Use and/or any applicable laws and regulations and/or any rights of another.

10. Submissions

The PARTIES welcome your comments regarding the Website. You can provide any such comments at the following email address: digital@olympic.ca. Unfortunately, the PARTIES will not accept or consider creative ideas, suggestions or materials other than those it has specifically requested. Accordingly, we ask that you do not send us any such materials. If, despite this request, you do send us creative materials or other information, you agree not to assert any ownership right or legal right to or control over your submission (including, but not limited to, copyright, trade mark, moral rights, or implied contract) and you waive the right to receive any financial or other consideration in connection with such unsolicited submission including, but not limited to, an acknowledgment or credit.

11. Waiver and Severability of Terms

The failure of the PARTIES to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

12. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. Governing Law

These Terms of Use shall be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (other than any conflict of laws rules that would result in the choice of laws of another jurisdiction). You agree to submit to the exclusive jurisdiction of the courts of Ontario.