

Terms and Conditions

Date Last Modified: May 21, 2020

By accessing or using the website of Recreation PEI Inc. ("Recreation PEI"), along with the social media accounts, communications, programs, initiatives, challenges and services that are provided by Recreation PEI (collectively, all of the foregoing being the "Programming") you must accept the terms and conditions in this agreement ("Terms and Conditions"). Without limiting the generality of the foregoing, please note that the "go!PEI" initiative as further described at www.gopei.ca is part of the Programming delivered by Recreation PEI.

If you do not agree with the Terms and Conditions, you may not access or use the Programming. Recreation PEI reserves the right to update the Terms and Conditions at any time, without notice. We urge you to read the Terms and Conditions carefully and to check back periodically as these provisions may change from time to time without notice. Your continued access or use of the Programming after any such change is made constitutes acceptance of and agreement to be bound by the Terms and Conditions as modified.

If you are under 18 or the legal age of majority in your jurisdiction, your parent or guardian must agree to the Terms and Conditions on your behalf.

No Medical Advice

The Programming is provided for informational and educational purposes only, and is not intended to constitute professional medical help, advice, diagnosis or treatment. You should always consult with a doctor regarding your own personal health and before undertaking any exercise program including any activities described in the Programming. You should never disregard, avoid or delay in obtaining medical advice because of something you have seen or heard in the Programming.

The Programming is of a general nature only. It is your responsibility to determine whether to perform, use or adapt any of the information or content available in the Programming. If you experience any abnormal symptoms while accessing or using the Programming, you should stop immediately and contact a qualified health care professional immediately or seek emergency services if necessary.

Participating in an activity described in the Programming may result in injury. By voluntarily undertaking such an activity, you assume the risk of any resulting injury or damages of any kind. Recreation PEI is not liable for any health consequences resulting from your access or use of the Programming.

Privacy Statement

In the course of the Programming, Recreation PEI may collect personal information about you. You agree to the collection, use and sharing of your personal information as described in these Terms and Conditions and any other agreement you may have entered into with Recreation PEI.

Collection of Personal Information: The personal information collected by Recreation PEI may include your name, address, email, telephone number, and other information you may choose to provide through the Programming ("Personal Information").

Use and Disclosure of Personal Information: Recreation PEI may use your Personal Information for (a) providing you with Programming or any other information you have requested; (b) if you

indicated that you were interested in receiving newsletters from Recreation PEI, you may be sent materials by email or regular mail that Recreation PEI believes may be of interest to you; (c) as permitted or required by law. Recreation PEI may also aggregate Personal Information and disclose it to interested third parties. Aggregated data disclosed by Recreation PEI does not contain information regarding identifiable individuals.

Access to your Personal Information: You can request access to your Personal Information stored by Recreation PEI and request that the information be corrected if it is inaccurate, ambiguous or collected in violation of the law. If you decide at any time that you do not want to receive any e-mail materials to which you have subscribed from Recreation PEI, you may choose to unsubscribe to these e-mails.

Inquiries or Requests Related to your Personal Information: Please direct any questions, comments or requests related to Recreation PEI's collection, storage or usage of your Personal Information to:

Valerie Vuillemot, Executive Director
Recreation PEI
40 Enman Crescent, Suite 238
Charlottetown, PE C1E 1E6
Email: info@recreationpei.ca

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Limitation of Liability

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL RECREATION PEI OR ITS CONTRIBUTORS, PERSONNEL, AGENTS, EMPLOYEES, DIRECTORS OR AFFILIATES, BE LIABLE TO YOU FOR ANY CLAIM, LOSS, COST, OR DAMAGE WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PROGRAMMING, INABILITY TO USE THE PROGRAMMING, THE PERFORMANCE OF THE PROGRAMMING, OR ANY OTHER MATTER RELATING TO THE PROGRAMMING.

Prohibited or Unlawful Use

Recreation PEI may permit you to post certain information or materials through the Programming ("Submission"). You agree not to upload or post a Submission that is (a) abusive, defamatory or unlawful; (b) infringes any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any person or entity; or (c) contains advertisements, promotional materials, or any other form of solicitation.

Recreation PEI may, but is not obligated to, remove (without notice) any Submission in its sole discretion, for any reason or no reason. You are encouraged to contact Recreation PEI if you notice any Submission that appears to be inappropriate or illegal.

Recreation PEI makes no guarantees of the accuracy or completeness of Submissions and shall not be responsible for (a) any error or omission arising from the use of such information; or (b) any defamatory, inaccurate or unlawful Submissions. You acknowledge that any reliance upon the Submissions shall be at your sole risk. Recreation PEI has the right, but not the obligation, to correct any errors or omissions in any portion of the Programming including the Submissions.

Indemnification

You shall indemnify and hold harmless Recreation PEI, its contributors, personnel, agents, employees, directors and affiliates from and against any costs, claims and liabilities resulting from your access or use of the Programming or your violation of these Terms and Conditions.

Termination

You acknowledge and agree that Recreation PEI, in its sole and absolute discretion, may, without notice to you, suspend or terminate your access to, or use of the Programming, for any reason and without cause. You may also terminate these Terms and Conditions at any time by ceasing to access and use the Programming.

Any provision of these Terms and Conditions which by its nature survives termination, or which contemplates performance or obligation subsequent to the termination of these Terms and Conditions, will survive the termination of these Terms and Conditions.

Waiver and Severability

Recreation PEI's failure to insist upon or enforce strict performance of any right or provision contained in these Terms and Conditions shall not constitute or be construed as a waiver of any right or provision.

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

General Provisions

You may not assign your rights or obligations contained in these Terms and Conditions to anyone. These Terms and Conditions constitute the entire agreement between Recreation PEI and you pertaining to your access and use of the Programming.

Governing Law

These Terms and Conditions, your access to and use of the Programming, and all related matters are governed solely by the laws of the Province of Prince Edward Island, Canada and the applicable federal laws of Canada. You submit to the exclusive jurisdiction of the Courts of the Province of Prince Edward Island, Canada as the forum for the final determination of any matter in dispute and waive any objection based on venue.