

## Terms of Use

This website is managed by Compass Creative Media Inc. ("Compass"). By entering or using this site, you accept these terms of use (the "Terms of Use").

### Modifications and additions

We reserve the right, at our sole discretion, to modify, alter or otherwise update these Terms of Use and to impose additional terms at any time. Changes will be posted here and are effective immediately. You agree to be bound by such modifications, alterations or updates as a condition of accessing, linking to and using this website. If you come back to this website from time to time, please review these Terms of Use for any changes. Please ensure that notwithstanding your initial use, you continuously review our website for changes in these Terms of Use, as they will be binding on you.

### 1. About this website

The purpose of this website is to notify, engage and register stakeholders for the Damon Allen High School Quarterback Challenge ("The QB Challenge"), the Cheerleading and Dance Squads Challenge ("The Cheerleading Challenge") and the School Band Challenge ("The Band Challenge" and collectively, "The Challenges"), the Damon Allen Quarterback Academy, Outside the Pocket and/or other projects under the mandate of the Damon Allen Project.

### 2. Acceptable use policy

You agree to use this site for lawful purposes only. You **must not** use this site for any of the following:

- to send, state, publish, use or reuse any material which is offensive, abusive, defamatory, indecent, obscene, threatening or illegal or in breach of copyright, trade-mark, confidence, privacy or any other rights
- make any commercial use of the contents of this website, or include the content of this website in or with any product that you create or distribute, or copy such content onto your own website or the website of a third party
- to transmit any chain letters, spam letters, or junk e-mail or participate in mischievous or malicious behaviour which causes or may cause damage, annoyance, inconvenience or needless anxiety to this website or any other party
- to circumvent or attempt to circumvent security measures or try to copy, duplicate, modify or otherwise manipulate any content contained in this site, with the exception of downloadable forms that are intended for your use or as otherwise expressly permitted.

We reserve the right to exclude a particular user from a service, and/or delete their details, if they abuse it (which could include, but is not limited to, hacking, submission of obscenities, fraud or the

spreading of computer viruses). We may also make changes to a service without warning; this may include the removal of a service at any time.

In the interests of all our users, we will co-operate with investigations by any law enforcement agency or relevant authority of suspected criminal activity or violation of systems or networks.

### **3. Links to external websites**

We are not responsible for the content of any linked website and cannot take responsibility for the consequences of your using the information or services on linked websites. We cannot guarantee that these links will be operative and effective at all times and accordingly these links are provided only as a convenience. If you use linked sites, you will leave our site. If you decide to visit any linked site, you do so at your own risk.

Our website does not endorse or favour any specific commercial product or business. Non-government sites linked to or from this website are present only because they may be useful additions to the information we provide. A link to a third-party website does not imply endorsement; you must use your own judgment to decide whether the information or service on that website is suitable for your needs. If a website is not linked to ours, this does not mean or imply that it is unsatisfactory. The linked websites are regularly reviewed in the light of customer usage and feedback.

Websites that we link to may have Terms of Use that are different from ours. Do not assume that our Terms of Use apply to other websites.

### **4. Payment and Refund Policy**

All payments made through this website are processed by Compass. Refunds may and will be issued in the event that Compass, or the properties operating under the Damon Allen Project, fail to deliver on the promised item. In the event of any other refund request, users may contact site administration and file their request. However, no refund guarantee is provided.

### **5. Security and virus protection**

This website and the content are provided "as is", without warranty, condition, representation or endorsement of any kind whatsoever. Without limiting the generality of the foregoing, we make no warranty as to the accuracy, quality or completeness of the information, nor to non-infringement nor to the absence of any software virus or other harmful component on the website and disclaim all warranties implied by law or applicable statute. You assume all responsibility and risk for your use of the website and its content and assume sole responsibility to evaluate the accuracy, completeness and usefulness of the content and other information provided.

We accept no liability for any loss, disruption or damage to your computer system or your data caused by using this website or arising as a result of having used the website. No data transmission over the internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, such transmission is at your own risk. We will not be liable for any damages or loss arising out of or resulting from any unauthorized access to, alteration to or modification of information contained on this website.

When uploading documents to this website you must take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses.

## **6. No Damages**

In no circumstances shall we and/or our subsidiaries or affiliates, or our respective directors, officers or employees, be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from your use of this website or the content or from your accessing this website over the Internet or your reliance or use of information or services provided through this website, including its links or any linked websites.

## **7. Privacy**

Protecting your privacy and the confidentiality of your personal information is an important aspect of Compass' involvement with The Challenges. Any personal information collected by Compass is required for the purpose of processing, recognizing and registering interested participants in The Challenges. No information will be collected without the user's knowledge. User's information will not be sold, rented, or exchanged with any third parties outside of Compass, except that third parties may be given this information for processing payments for registration for The Challenges, or for publicity purposes related to The Challenges. Information collected by Compass may be used to notify users of future events and activities under the Damon Allen Project and its sponsors.

To be a contestant, donor, sponsor or participant in The Challenges personal information will be required and processed via "on site" registration. Information must be provided willingly and voluntarily. No information will be collected from individuals who visit this website and decline to participate.

The website for The Challenges contains online forms that allow visitors to register and buy tickets to the event. Information collected from visitors requesting information about the event is used strictly for that purpose. Information collected from participants is used to communicate with the participants and to allow and facilitate their participation in The Challenges. Information collected may also be used at The Challenges event for any and all publicity purposes, commercial or otherwise, in all media used by Compass and each of Compass' respective subsidiaries, affiliates, directors, officers, governors, agents and their advertising and promotional agencies.

If you have any questions regarding the handling of your personal information please contact Melinda Mendes at Compass at: melinda@thinkcompass.ca or 905-264-8884.

## **8. General**

If we waive any rights available to us under these Terms of Use on an occasion, this does not mean that those rights will automatically be waived on any other or subsequent occasion.

If any provision of these Terms of Use is held to be invalid, unenforceable or unlawful for any reason, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

If you do not agree with any portion of these Terms of Use, either now or in the future, you may not access, link to, or use this website.

These Terms of Use are governed by the laws of the Province of Ontario and the laws of Canada applicable therein.