

March 15, 2017

## **SURVEY TERMS AND CONDITIONS**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS. BY COMPLETING THE REGISTRATION PROCESS, AND COMPLETING THE REQUIRED INFORMATION YOU ACCEPT AND AGREE TO ALL OF THESE TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER.**

### **ELIGIBILITY AND PARTICIPATION**

1. I agree to participate in certain surveys ("**Surveys**") that are provided by you from time to time.
2. By entering my email address I am requesting to be part of the Surveys. If you choose me you will send me an email with a questionnaire that needs to be completed. Once I complete the questionnaire you will determine whether or not I have been selected to become a participant for the Surveys.
3. I understand that the Surveys are open to all Canadian residents who are 18 years of age or older.
4. I will be available to undertake Surveys as and when provided by you unless I agree not to participate in the Surveys by opting out.
5. I will not upload or distribute in any way any files that contain viruses, corrupted files or any similar software or programs that may damage the operation of anyone else's computer.
6. I agree to follow the instructions of the Surveys and complete them to the best of my knowledge as advised by you.
7. I have not requested, and will not request, any financial compensation for my participation in the Surveys.

### **CONFIDENTIALITY**

8. I agree that these Terms and Conditions create a confidential relationship with you and I agree to maintain the confidentiality of the existence of these Terms and Conditions.
9. **WITHOUT LIMITING THE FOREGOING, I AGREE THAT I WILL NOT COMMUNICATE COPY OR SHARE ANY CONFIDENTIAL INFORMATION ("CONFIDENTIAL INFORMATION") VIA ANY SOCIAL MEDIA CHANNEL INCLUDING WITHOUT LIMITATION FACEBOOK OR TWITTER.**
10. I agree that I will not transmit, publish or distribute material or content that promotes or relates to instructional information about the Surveys.
11. I agree that monetary damages may be inadequate compensation for breach of these Terms and Conditions. I agree that I shall be liable for all damages caused by my disclosure or use of Confidential Information and agree that you shall have the right to seek equitable relief (including an injunction that enjoins me from disclosing or using Confidential Information) in addition to all other remedies available to you at law or equity to enforce the terms hereof. I agree to pay all of your costs and legal expenses in such litigation if I am found to have breached these Terms and Conditions.

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12. I will maintain and preserve Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as I take to preserve the confidentiality of my own confidential information.

13. I will not disclose any Confidential Information to any third party without your prior written consent. I shall notify you immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with you in every reasonable way to help you regain possession of the Confidential Information.

14. Upon your written request, I shall return or destroy all Confidential Information received under these Terms and Conditions within fifteen (15) days, and certify in writing as to any and all tangible expressions of Confidential Information that have been lost, returned or destroyed.

15. You are committed to protecting the privacy and Confidential Information of users. You will only use my personal information for the purposes of the Surveys. For more information on your Privacy Policy, I can click on the link below :

[Privacy Policy Link](#)

16. My obligations with respect to Confidential Information disclosed hereunder shall survive termination and/or expiry of these Terms and Conditions.

#### **MISCELLANEOUS**

17. I acknowledge and agree that you may, with or without notice, modify these Terms and Conditions from time to time.

18. You will notify me of changes you make by posting a notice on [www.YourCBCSay.cbc.ca](http://www.YourCBCSay.cbc.ca), or, if you choose, by sending me an email. If I do not accept the changes, I must terminate my participation in the Surveys at that time. If I continue conducting the Surveys after the notice is posted (or you sent me the email) it shall be deemed to be acceptance of the modification these Terms and Conditions.

19. You assume no liability for any loss, damage or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete Surveys; (ii) loss, theft or damage to software or computer or telephone data, including any breach of privacy; (iii) fraudulent calls; (iv) inability of any person to participate in the Survey for any reason including mistaken addresses on mail or e-mail; technical, computer or telephone malfunctions or other problems with computer on-line systems, servers, access providers, computer equipment, or software; congestion on the internet or at any website, or any combination of the foregoing; (v) damage to any person's computer, including as a result of playing or downloading any material relating to the Surveys; (vi) any delay or inability to act resulting from an event or situation beyond their control, including a strike, lockout or other labour dispute at their location or the locations of the organizations and businesses whose services are used to administer the Surveys.

20. I indemnify and hold harmless you, your parent and affiliates for any and all claims and demands including legal fees due to my participation in the Surveys, including but not limiting to breaching these Terms and Conditions.

21. You reserve the right to cancel or suspend the Surveys should a virus, bug or other cause beyond your reasonable control corrupt the security or proper administration of the Surveys. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Surveys is a violation of criminal and civil laws. Should such an attempt be made, you reserve the

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right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. You further reserve the right to terminate our relationship, by not allowing me to participate in any of the Surveys and cancelling my account if I breach any of these Terms and Conditions, without further notice.

22. You own the content that you provided to me including but not limited to, names, texts, software, music, video, sound or any other material or content for the participation in the Surveys. It is copyright and trademark protected. I may not copy, reproduce, distribute in any way, or decompile, reverse engineer or disassemble the content in the Surveys. Use of the Surveys in this context is prohibited and is a violation of copyright and other proprietary laws.

23. These Terms and Conditions sets forth the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and negotiations between the parties.

24. These Terms and Conditions shall be governed by the laws of Ontario and the federal laws of Canada applicable therein. The parties agree to attorn to the exclusive jurisdiction of the courts of Ontario.