

## **THE GLOBE INSIDERS - TERMS AND CONDITIONS**

Last revision: February 22, 2022

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS THAT APPLY TO YOUR PARTICIPATION IN THE GLOBE INSIDERS. BY SUBMITTING YOUR INFORMATION, COMPLETING THE REGISTRATION PROCESS FOR THE GLOBE INSIDERS, AND USING THE GLOBE INSIDERS WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS.**

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DISCONTINUE YOUR USE OF THE SITE AND YOUR PARTICIPATION IN THE GLOBE INSIDERS.**

**YOU ALSO CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE.**

### **ELIGIBILITY AND PARTICIPATION**

I agree to participate in surveys, polls, or forums (“Member Activities”) that are provided by The Globe and Mail in connection with The Globe Insiders from time to time, unless I choose not to participate in the Member Activity. I understand that Member Activities are open only to Canadian residents who are 18 years of age or older and who have successfully registered for The Globe Insiders panel.

By entering my email address, and completing the Profile Questionnaire, I am requesting to be part of The Globe Insiders and to participate in Member Activities. If, based on my profile, The Globe chooses me to participate in a Member Activity, The Globe will send me an email invitation with a Member Activity link or will communicate with me through The Globe Insiders website.

I will not upload or distribute to The Globe Insiders site, in any way, any files that contain viruses, corrupted files or any similar software or programs that may damage the operation of The Globe Insiders website or anyone else’s IT systems.

I agree to follow the instructions of the Member Activities and complete them to the best of my knowledge as advised by The Globe.

Participation in The Globe Insiders and Member Activities is strictly voluntary, and I understand that I will not receive any financial compensation for my participation in The Globe Insiders or any Member Activities.

### **COMMUNITY GUIDELINES**

I agree to comply with The Globe Insiders Community Guidelines.

The Globe Insiders community is shaped by its members – help make it a place for intelligent, insightful and meaningful exchanges. We ask that our community of members self-moderate when participating in Member Activities.

Specifically for open-ended questions contained in surveys, or for discussion forums, I agree to focus my comments on fair and constructive feedback.

Any conduct by a person that in The Globe’s sole and absolute discretion restricts or inhibits any other person from using or enjoying The Globe Insiders site and Member Activities, is prohibited. I agree to use The Globe Insiders only for lawful purposes and that I will not post or transmit any unlawful or otherwise objectionable material of any kind on The Globe Insiders site or while participating in any Member Activities. Example of objectionable materials include any content that is: racist, sexist or discriminatory, personal attacks, spam, defamatory, illegal, inflammatory, infringes the intellectual property right of another (for a more detailed list see The Globe and Mail’s website Terms and Conditions, under the heading “Restrictions on the Use of Content and Services” available at: <https://www.theglobeandmail.com/privacy-terms/terms-and-conditions/#tgamtos7>). The Globe and Mail reserves the right, in its sole discretion to remove any content it believes is objectionable, unacceptable or undesirable and may cancel my membership in The Globe Insiders with, our without, prior notice, in its sole discretion.

I acknowledge that The Globe and Mail has the right, but is under no obligation, to monitor the content or my use of the content or my participation in The Globe Insiders. I acknowledge that The Globe may investigate any violations by me of the Terms and Conditions and I agree that The Globe may reveal my identity and information about me to any law enforcement authority in the event of a violation arising from my participation in The Globe Insiders.

## **CONFIDENTIALITY**

I agree that my participation in The Globe Insiders and any Member Activities are confidential information.

**I WILL NOT COMMUNICATE, TRANSMIT, PUBLISH, DISTRIBUTE, COPY OR SHARE ANY CONFIDENTIAL INFORMATION, INCLUDING ANY MEMBER ACTIVITIES AND ANY CONTENT ON THE GLOBE INSIDER WEBSITE WITH ANYONE ELSE INCLUDING USING ANY ONLINE PLATFORMS SUCH AS SOCIAL MEDIA WITHOUT LIMITATION FACEBOOK OR TWITTER.**

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 The Globe 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 The Globe at law or equity to enforce the terms hereof. I agree to pay all of The Globe's costs and legal expenses in such litigation if I am found to have breached these Terms and Conditions.

I shall notify The Globe immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with The Globe in every reasonable way to help The Globe regain possession of the Confidential Information. Upon The Globe's 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. My obligations with respect to Confidential Information disclosed hereunder shall survive termination and/or expiry of these Terms and Conditions.

## **INTELLECTUAL PROPERTY**

The Globe or its licensors own the content that The Globe provides to me in connection with The Globe Insiders including but not limited to, names, texts, software, music, video, sound or any other material or content for my participation in the Member Activities. It is copyright and trademark protected. I may not copy, reproduce, distribute in any way, or decompile, reverse engineer or disassemble the content in any way, and any such use is prohibited and is a violation of copyright and other proprietary laws.

I represent and warrant that I am the copyright owner of any content that I submit to The Globe Insiders and Member Activities, including but not limited to survey responses, forum discussions and quotes ("User Generated Content") and that I have the unimpaired right to convey all intellectual property rights in and to the User-Generated Content to The Globe and Mail. User Generated Content must not be created using any pirated or unlicensed content, or other materials that include copyrighted or trade-marked material that The Globe would not be entitled to use without a further licence or payment to an intellectual property owner.

Subject to the limitations set out under the heading Privacy, I hereby grant The Globe a perpetual, royalty-free, irrevocable worldwide, non-exclusive licence (but not the obligation) exercise and otherwise use any and all copyrights and other intellectual property rights in the User-Generated Content, in whole or in part, worldwide in perpetuity, in all media and formats whatsoever, whether now known or created in the future, in connection with and promotion of any work, product or service of The Globe and any of its partners and affiliates.

I hereby waive all moral rights in and to the User-Generated Content in favour of The Globe and Mail and acknowledge and understand that The Globe and Mail may edit, remove, modify and add to the User-Generated Content at its discretion and place the User-Generated Content on any work, product or service of The Globe and any of its partners and affiliates and on any platform without your further consent and without attribution to you.

You grant to The Globe and Mail the perpetual, irrevocable right to use your name, user name, persona, image, likeness and photograph that you provide in connection with any submission of User-Generated Content, without any obligation or remuneration to you.

The Globe may grant any and all rights granted under these User Generated Content terms to any licensee of The Globe (including any sublicensee).

## **PRIVACY**

Please refer The Globe and Mail's Privacy Policy and how The Globe will use my personal information for the purposes of my participation as a Globe Insiders and the Member Activities: <https://www.theglobeandmail.com/help/privacy-policy/>.

I acknowledge that the results of the surveys and quotes that I provide as part The Globe Insiders and any Member Activities may be shared with third parties, including The Globe's advertisers, including any User Generated Content made in connection with Member Activities or elsewhere on The Globe Insiders Side. Any such information will be shared in aggregate or in anonymized form.

When I participate in a forum, I will be asked to create a username. I can choose whichever username I would like, but note that it will be visible to other Globe Insiders. I understand that it is recommended that I choose a username that keeps my identity anonymous.

## **MISCELLANEOUS**

I understand that before accessing The Globe Insiders site and Member Activities, it is my responsibility to take protective measures to guard against computer viruses and other destructive elements, such as through the use of industry standard and updated virus scanning tools, and to ensure that I have a complete, current and secure back-up of information and software on my computer or other devices that I may use to access The Globe Insiders site and Member Activities.

The Globe is not responsible for any additional charges that I may incur for participating in The Globe Insiders, such as data or other telecommunication or Internet or wireless service provider fees.

All content provided on the site is AS-IS, any reliance on any content is at your own risk. The Globe is not responsible for any third party content provided as part of The Globe Insiders program, including any third party websites.

I acknowledge and agree that The Globe may, with or without notice, modify these Terms and Conditions from time to time. The most up to date terms and conditions are posted at [www.theglobeinsiders.com](http://www.theglobeinsiders.com). The Globe may choose to update me of any changes by sending me an email. If I do not accept the changes, I must terminate my participation in the Member Activities and Globe Insiders at that time. If I continue to interact with The Globe Insiders after the notice is posted (or The Globe sent me the email) it shall be deemed to be acceptance of the modification of these Terms and Conditions.

The Globe assumes no liability for any loss, damage or injury, including without limitation: (i) lost, stolen, delayed, damaged, misdirected, late, destroyed, illegible or incomplete Member Activities; (ii) loss, theft or damage to software or computer or telephone data, including any breach of privacy; (iii) inability of any person to participate in the Member Activities 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; (iv) damage to any person's computer, including as a result of playing or downloading any material relating to the Member Activities; (v) 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 Globe Insiders and the Member Activities.

I indemnify and hold harmless The Globe and its parent and affiliates for any and all claims and demands including legal fees due to my participation in The Globe Insiders and Member Activities, including but not limiting to breaching these Terms and Conditions.

The Globe reserves the right to cancel, modify, and suspend The Globe Insiders program and the Member Activities for any reason, in its sole discretion. Any attempt to deliberately damage any website or to undermine the legitimate operation of The Globe Insiders and Member Activities could be a violation of criminal and civil laws. Should such an attempt be made, The Globe reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. The Globe further reserves the right to terminate our relationship, by not allowing me to participate in any of the Member Activities and cancelling my account in The Globe Insiders if I breach any of these Terms and Conditions, without further notice.

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.

The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern these Terms and Conditions. The parties agree that any actions or proceedings arising in connection with these Terms and Conditions shall be conducted in Toronto, Ontario.