

## **Club de Ski Owl's Head Inc. Terms and Conditions**

### **Introduction**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

### **License to use website**

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- edit or otherwise modify any of Club de Ski Owl's Head material on the website; or
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You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Club de Ski Owl's Head's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Club de Ski Owl's Head's express written consent.

### **Copyright**

The Site and the Content are protected by U.S., Canadian, and/or foreign copyright laws, and belong to Club de Ski Owl's Head or its partners, affiliates, contributors or third parties. The copyrights in the Content are owned by Club de Ski Owl's Head or other copyright owners who have authorized their use on the Site. You may download and reprint Content for non-commercial, non-public, personal use only. If you are browsing this Site as an employee or member of any business or organization, you may download and reprint Content only for educational or other non-commercial purposes within your business or organization, except as otherwise permitted by Club de Ski Owl's Head. You may not manipulate or alter in any way images or other Content on the Site without specific permission from Club de Ski Owl's Head or the copyright owner.

### **Downloading Files**

Club de Ski Owl's Head cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

## **Software**

Club de Ski Owl's Head cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

## **Restricted access**

Access to certain areas of this website is restricted. Club de Ski Owl's Head reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at Club de Ski Owl's Head's discretion.

If Club de Ski Owl's Head provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

## **User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

Club de Ski Owl's Head will not, reproduce, adapt, publish, translate and distribute "your user content" in any existing or future media without your written consent.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Club de Ski Owl's Head or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Club de Ski Owl's Head reserves the right to edit or remove any material submitted to this website, or stored on Club de Ski Owl's Head's servers, or hosted or published upon this website.

Notwithstanding Club de Ski Owl's Head's rights under these terms and conditions in relation to user content, Club de Ski Owl's Head does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## **No warranties**

This website and software is provided "as is" without any representations or warranties, express or implied. Club de Ski Owl's Head makes no representations or warranties in relation to this website, software or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Club de Ski Owl's Head does not warrant that: this website will be constantly available, or available at all; or the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal matter you should consult an appropriate professional.

## **Limitations of liability**

Club de Ski Owl's Head will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website: for any direct loss; for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Club de Ski Owl's Head has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Club de Ski Owl's Head's liability in respect of any: death or personal injury caused by Club de Ski Owl's Head's negligence; fraud or fraudulent misrepresentation on the part of Club de Ski Owl's Head; or matter which it would be illegal or unlawful for Club de Ski Owl's Head to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## **Other parties**

You accept that, as an incorporated company, Club de Ski Owl's Head has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Club de Ski Owl's Head's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Club de Ski Owl's Head's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Club de Ski Owl's Head.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Indemnity**

You hereby indemnify Club de Ski Owl's Head and undertake to keep Club de Ski Owl's Head indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Club de Ski Owl's Head to a third party in settlement of a claim or dispute on the advice of Club de Ski Owl's Head's legal advisers) incurred or suffered by Club de Ski Owl's Head arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## **Breaches of these terms and conditions**

Without prejudice to Club de Ski Owl's Head's other rights under these terms and conditions, if you breach these terms and conditions in any way, Club de Ski Owl's Head may take such action as Club de Ski Owl's Head deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

Club de Ski Owl's Head may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## **Assignment**

Club de Ski Owl's Head may transfer, sub-contract or otherwise deal with Club de Ski Owl's Head's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **Entire agreement**

These terms and conditions, together with "Club de Ski Owl's Head Privacy Policy", constitute the entire agreement between you and Club de Ski Owl's Head in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## **Law and jurisdiction**

These terms and conditions will be governed by the laws of the Québec and the Participant agrees to the non-exclusive jurisdiction of the courts of the Province of Québec in relation to this terms and conditions.

If a provision of these terms and conditions is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

The full name of Club de Ski Owl's Head is Club de Ski Owl's Head Inc.

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