



EARTH DAY VIRTUAL WORKSHOPS RULES AND PRIVACY POLICY

A. DEFINITION

1. The organization (hereafter referred to as the "ORGANIZATION") may be a company (private or public), school, college, university, organization or institution with a facility in Canada, outside of the primary school educational community. The objective of the Earth Day workshops is to equip and educate the employees, as well as the beneficiaries and/or clients of this ORGANIZATION in the case of a non-profit organization, on how to reduce its impact on the environment. To participate, an authorized representative of the ORGANIZATION must complete the Earth Day Workshop Contact Form. The lectures are 60 minutes in length and are delivered virtually to the ORGANIZATION by an Earth Day speaker.

B. PREREQUISITES

1. Only an authorized representative of the ORGANIZATION may submit a contact request form. A form submitted by an individual within an organization who is not authorized by the organization to act on its behalf will be rejected.
2. The workshop is intended for employees of the ORGANIZATION as well as beneficiaries, members, or subscribers of non-profit organizations with legal status and outside of the elementary education community.
3. By applying on behalf of your ORGANIZATION for Earth Day workshops, you acknowledge that you have read the rules and privacy policy, which you agree to by checking the appropriate box on the contact application form. You also agree to abide by these terms and policy. In the event that you do not agree to these, Earth Day Canada Canada reserves the right to refuse your request and to disregard it.

C. ELIGIBILITY

1. Earth Day workshops are intended for companies (private or public), schools, colleges, universities, organizations or institutions with a place of business in Canada and whose employees, as well as beneficiaries, members or subscribers attending the workshop, are 14 years of age or older.

D. CONDITIONS OF THE CONTACT FORM FOR THE EARTH DAY WORKSHOPS

1. Earth Day Canada assumes no responsibility for lost or misdirected contact request forms, nor for any technical defects surrounding their receipt.
2. The authorized representative of the ORGANIZATION will be contacted by Earth Day Canada to arrange an initial meeting.
3. If Earth Day Canada determines that the Earth Day Workshops offered cannot proceed as planned or if the administration, integrity or proper functioning of the Earth Day Workshops is affected, including but not limited to computer system failure, Earth Day Canada reserves the right to cancel, modify or suspend the Earth Day Workshops.



E. IMAGE RIGHT

1. The ORGANIZATION and its authorized representative acknowledge that photographs may be taken and/or videos filmed in the context of the holding of one or more Earth Day workshops and hereby authorize the capture, fixation, reproduction and representation to the public of the images and/or sound captured by Earth Day Canada and/or its partners and consent to such capture, fixation, reproduction and representation to the public may be used for promotional purposes and dissemination in the media, websites or social media by all technical processes and particularly on digital media, mobile or not, removable or not, connected to a network or not. The transposition of the content on other media or in other formats according to the evolution of technologies is consented.
2. The ORGANIZATION and its representative agree to obtain the authorization of the participants (employees, beneficiaries and/or clients) in the workshop regarding the capture, fixation, reproduction and representation to the public of images, including their own, and/or sound captured by Earth Day Canada and/or its partners in the context of the holding of the workshops and that they consent to such capture, fixation, reproduction and representation to the public may be used for promotional purposes and dissemination in the media, websites or social media by all technical processes and particularly on digital media, mobile or not, removable or not, connected to a network or not. The transposition of the content on other media or in other formats according to the evolution of technologies must also be consented.

F. LIABILITY AND COMPENSATION

1. The ORGANIZATION shall be fully responsible for any costs, claims, judgments or other expenses (including attorneys' fees) resulting from damages caused by its negligence or that of employees, beneficiaries and/or clients participating in the workshop. The ORGANIZATION agrees to compensate and hold harmless Earth Day Canada and their directors, officers, employees, partners and contractors from any damages, claims or demands by third parties arising from:
 2. a request for contact for Earth Day workshops and the use of the registration platform and without limiting the generality of the foregoing, the sending, posting, uploading, dissemination or transmission of information by the ORGANIZATION or by a third party using its computer, even if such use is made without the permission of the ORGANIZATION ;
 3. Workshop participation ;
 4. Failure to follow basic safety procedures;
 5. Failure to act in a prudent and diligent manner
 6. Violation of any aspect of these Terms of Use;
 7. Violation of any right of a third party, including, but not limited to, copyright, proprietary rights and privacy rights.
8. The ORGANIZATION assumes full responsibility for the participation of employees, beneficiaries and/or clients in the workshop and holds Earth Day Canada harmless. Earth Day Canada cannot guarantee the traceability of the food that will be obtained, cooked and consumed during the workshop or the presence of allergens in this food. The ORGANIZATION



and its employees, beneficiaries and/or participating clients cannot hold Earth Day Canada responsible for any reaction whatsoever that may be related to the participation in the Earth Day workshops, including contact with or consumption of food.

G. NOTICE

1. Any notice or notification may be made by e-mail.
2. The nature of the notices will vary depending on the circumstances. The ORGANIZATION representative will be notified in the following instances:
 - 2.1. an email confirmation of receipt of the contact request form;
 - 2.2. a contact from one of the Earth Day team members to arrange a presentation meeting to finalize the arrangements for the workshops. An order form is then produced and sent to the ORGANIZATION. Once the purchase order is validated by the ORGANIZATION, the parties agree to respect its terms.
3. If any notice hereunder becomes necessary or useful, such notice shall be given, unless otherwise provided, either by registered mail (with return receipt requested), by e-mail or by service of process (even if by door knocker).
4. Any notice given hereunder shall be delivered and served at the following address

Earth Day Canada
5818, boulevard Saint-Laurent
Montréal (Québec)
H2T 1T3
conferences@jourdelaterre.org
To the attention of Pierre Lussier

H. CONFIDENTIALITY, UNAUTHORIZED ACCESS AND DISCLAIMER

1. Earth Day Canada makes every effort to ensure the confidentiality and security of information transmitted by the ORGANIZATION's authorized representative. However, Earth Day Canada does not guarantee the protection of the ORGANIZATION's information against unauthorized access by ill-intentioned third parties.
2. Earth Day Canada does not assure or state that the service will be free from loss, corruption, attacks, viruses, interference, hacking or other security breaches and Earth Day Canada disclaims any liability arising therefrom.
3. Under no circumstances shall Earth Day Canada and/or its directors and/or officers and/or employees and/or partners and/or suppliers and/or collaborators and/or subcontractors and/or agent(s) and/or contractor(s) and/or licensor(s) be liable, directly or indirectly, for any direct, indirect, exemplary, special, incidental or consequential damages or for any loss of data, income or profits, loss or damage or claim of any third party arising out of or in connection with the holding of the Earth Day workshops. The ORGANIZATION also waives any and all claims or legal proceedings against Earth Day Canada and their directors, officers, employees, partners and contractors.
4. Earth Day Canada shall not be liable for the non-performance of any of its obligations or for any loss or damage due to any cause whatsoever if such non-performance, loss or damage is



caused by force majeure, fire or other incident of a similar nature, or by war, disaster, riots, strikes, lockouts, labor disputes, shortages of materials or personnel, or by any other circumstance over which Earth Day Canada has no control

5. Earth Day Canada assumes no responsibility in the event that the ORGANIZATION, its authorized representative or any of its employees, beneficiaries and/or participating clients provide incorrect information resulting in the inability to complete the form or evaluate your application.

I. PROTECTION OF INFORMATION

1. Earth Day Canada is committed to upholding the right to privacy of individuals, including personal information, in accordance with the laws of Québec and Canada.
2. Earth Day Canada is committed to protecting the data of the ORGANIZATION, its authorized representatives and its employees, beneficiaries and/or participating clients. We use the information provided only to fulfill requests from and/or communicate with the ORGANIZATION, its authorized representatives, employees, beneficiaries and/or participating clients. The personal and confidential data submitted is used exclusively to facilitate the visit of the interface and the website hosting it, to deliver the content requested by or of interest to the ORGANIZATION, its authorized representatives and employees, beneficiaries and/or participating clients and/or to communicate with them.

J. PROTECTION OF CONFIDENTIAL DATA

1. We maintain strict security measures with respect to the storage and disclosure of transmitted information to prevent unauthorized access or inappropriate use.
2. Earth Day Canada will use reasonable efforts to protect the information provided in connection with their contact request for contact for Earth Day Workshops, but the ORGANIZATION acknowledges and agrees that such information is provided at their own risk. Earth Day Canada hereby disclaims any and all liability for the ORGANIZATION, its authorized representatives and employees for any loss or liability whatsoever in connection with such information.

K. TRANSMISSION OF CONTACT INFORMATION TO THIRD PARTIES

1. While maintaining the utmost confidentiality, Earth Day Canada will not disclose or market any information about you to any third party except pursuant to a legal compulsion (such as by court testimony, interrogation, request for documents, subpoena, request for investigation or similar procedure pursuant to an order of a court of competent jurisdiction, or in order to comply with applicable requirements imposed by a governmental agency or other regulatory authority, or other legal obligations) or after obtaining the consent of the ORGANIZATION through its authorized representative.

L. ACCESS TO THE CONTACT FORM

1. The ORGANIZATION agrees not to use or initiate any automated systems, including but not limited to "bots", "offline browsers", that access the registration platform in a manner that transmits more requests to the servers in a given period of time than a person would normally be able to do with a traditional online web browser. An authorized representative of the ORGANIZATION who uses a contact request form generated by script, macro, robotic replication, programming, or any other automated means is automatically disqualified and all registrations received from such persons are declared ineligible.



M. TRADEMARK

1. EARTH DAY IS A REGISTERED TRADEMARK, ANY COMMERCIAL USE MUST BE PREVIOUSLY AUTHORIZED IN WRITING BY EARTH DAY CANADA.

N. JURISDICTION

1. These terms and conditions of registration and the privacy policy are governed by the laws of Quebec, whose courts have exclusive jurisdiction. By accessing, visiting or using earthday.ca the ORGANIZATION acknowledges that the Terms of Use are governed by and construed in accordance with the laws of the Province of Quebec. The ORGANIZATION agrees that the judicial district of Montreal is the proper place for the hearing of claims or legal proceedings to the exclusion of any other judicial district that may have jurisdiction over such litigation as prescribed by law.

P. MODIFICATION

1. The Earth Day Workshop Rules and Privacy Policy are subject to change without notice.