



## Virtual Events Terms and Conditions of Use for Attendance and Participation

These are the terms and conditions of use (the “Terms of Use”) governing your participation in any Canadian Society for the Study of Education (“CSSE”), Canadian Society for the Study of Higher Education (“CSSHE”), or Canadian Network for Innovation in Education (“CNIE”) owned and/or operated virtual event, meeting, show, webinar, seminar, or conference (the “EVENT”) on an online platform. By registering for the EVENT you agree to these terms, which form a binding legal agreement between the Event owner and host and partners (“CSSE,” “CSSHE,” “CNIE,” or “Organizer”) and the registered participant (“you” or “Participant”). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Attendee aware of these terms and that they have accepted these terms.

### 1. Attendee requirements

**1.1 Access.** Your registration entitles you access to the EVENT for which you have registered. Any and all other costs, access to the internet and use of a computer device associated with your attendance shall be borne solely by you, and EVENT shall have no liability for such costs.

**1.2 Use of likeness.** By participating in the EVENT you acknowledge and agree to grant EVENT the right at the EVENT to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to EVENT includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to disseminate the media. At any time, you may wish to revoke your agreement by emailing [admin@csse-scee.ca](mailto:admin@csse-scee.ca) and stating same.

**1.3 Virtual event content.** You acknowledge and agree that the EVENT, in its sole discretion, reserves the right to change any and all aspects of the EVENT, including but not limited to, the EVENT name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. The EVENT content may be recorded by the Organizer and will be accessible to paid and registered Participants.

### 2. Prohibited conduct

**2.1 Limitations on use.** By registering for a paid or complimentary EVENT, you agree not to share, sell or trade your access. If the Organizer determines that you have violated this policy, they may cancel your access, retain any payments made by you, and ban you from future Virtual Events.

**2.2 Disruptive conduct.** You acknowledge and agree that the EVENT reserves the right to remove you from the EVENT if the Organizer, in its sole discretion, determines that your participation or behavior creates a

disruption or hinders the EVENT or the enjoyment of the EVENT content by other attendees. Where as, all complaints regarding your conduct as an attendee or non-participant shall be addressed by the Organizer, pursuant to their Code of Conduct procedures.

**2.3 Recording, Live Streaming, and Videotaping.** Attendees may not record or broadcast audio or videos of sessions from any EVENT.

**2.4 Unethical/Non-Compliant Business Practices.** The Organizer reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

**2.5 In addition to the requirements and prohibitions set forth in this Section 2,** the Organizer may also exclude any prospective participant from registering for or participating in any EVENT, at the Organizer's sole discretion.

### **3. Fees and Registration**

**3.1 Payment.** The payment of the applicable fee for the EVENT is due upon registration. If such payment is insufficient or declined for any reason the Organizer may refuse to allow you to access the EVENT and shall have no liability in that regard.

**3.2 Taxes.** The fees may be subject to sales tax (GST/HST), value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

**3.3 Cancellation of Virtual participation.** Access to the EVENT is available during and after the EVENT and as such, virtual registration fees are non-refundable after the specified date.

### **4. Virtual Event Registration Confirmation**

**4.1** Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box in case any of your EVENT email(s) are caught by spam filters.

**4.2** You will receive essential information for registered attendees electronically at the email address that is provided on your registration form.

**4.3** In addition, you will also be added to the EVENT participant list for notifications of future EVENTS. At any time, you may revoke your permission by sending an email to [admin@csse-scee.ca](mailto:admin@csse-scee.ca) requesting your contact information to be removed.

### **5. Privacy**

"Personal Data" is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, online identifier or one or more factors specific to your physical, genetic, economic, cultural or social identity.

## 5.1 We may collect and process the following Personal Data

Contact information, which you provide when corresponding with us by phone, email or otherwise. This includes information you provide when you participate in discussion boards or other social media functions on our Site and when you report a problem with our Site. The information you give us may include your name, address, email address, or phone number.

Payment information, including financial information such as credit/debit card and account numbers used to process your EVENT ticket registration and/or sponsorship payment.

Purchase information, relating to purchases of attendee passes and EVENT participation, either in-person or via our Site. Purchase information will include financial information as well as information concerning the content and time of the purchase.

## 5.2 Non-Personal Data

We collect information that is sent to us automatically by your web browser and we may use this information to generate aggregate statistics about visitors to our Site, including, without limitation:

- IP addresses;
- Browser type and plug-in details;
- Device type (e.g., desktop, laptop, tablet, phone, etc.);
- Operating system; and
- Local time zone.

We may use non-Personal Data for various business purposes such as providing customer service, fraud protection, market research, and improving our Site. Please check your web browser if you want to learn what information your browser sends or how to change your settings.

## 5.3 Personal Data that you give us

We may use Personal Data that you provide directly to us for the following purposes:

- to carry out our obligations arising from your EVENT registration, or any other contract entered into between you and us and to provide you with the information, products and EVENT registration services that you request from us;
- to organize EVENTS that you have purchased or registered for, and to provide you with information, and other materials, relating to the content of the EVENT, the speakers, sponsors and other attendees;
- to provide our newsletter and other publications, provided you have given your consent;
- to respond to your questions and provide related EVENT registration services;
- to provide you with information about other EVENTS, products and services we offer that are similar to those that you have already purchased, provided you have not opted-out of receiving that information;
- to provide you, or permit selected third parties to provide you, with information about EVENTS, products or services we feel may interest you, provided you have given your consent;
- to notify you about changes to our EVENTS; and
- to ensure that content from our Site is presented most effectively for you and your device.

#### 5.4 We may share your Personal Data for the purposes described in this Notice with:

- partners, suppliers and sub-contractors, for the performance of obligations arising from your EVENT registration, or any other contract we enter into with them or you or to provide you with the information, and EVENT registration services that you request from us;
- our EVENT registration services (including but not limited to data storage, maintenance services, database management, web analytics and payment processing);

We will only transfer your Personal Data to trusted third-parties who provide sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and who can demonstrate a commitment to compliance with those measures.

#### 5.5 Selling or renting your Personal Data

We will never sell or rent your Personal Data to third parties.

#### 5.6 Security

Although we use security measures to help protect your Personal Data against loss, misuse or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the internet.

All information you provide to us is stored on secure servers.

Any payment transactions will be encrypted using SSL technology.

#### 5.7 How long we store your Personal Data

We will store your Personal Data, in a form which permits us to identify you, for no longer than is necessary for the purpose for which the Personal Data is processed. We may retain and use your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically reasonably feasible to remove it. Consistent with these requirements, we will try to delete your Personal Data quickly upon request.

#### 5.8 Retention

We will retain your information for as long as your account is active or as needed to provide you with our Site. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at [admin@csse-scee.ca](mailto:admin@csse-scee.ca) We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We maintain one or more databases to store your Personal Data and may keep such information indefinitely.

## 6. Intellectual Property

**6.1** All intellectual property rights in and to the EVENT, the EVENT content, and all materials distributed at or in connection with the EVENT are owned by the Organizer, the EVENT sponsors, or speakers presenting at the EVENT. You may not use or reproduce or allow anyone to use or reproduce any content or materials distributed at or in connection with the EVENT for any reason without the prior written permission of the Organizer or the EVENT sponsors or speakers presenting at the EVENT.

**6.2** For the avoidance of doubt, nothing in this Terms of Use shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by the Organizer or any of its affiliates; nor does this Terms of Use grant to you any right or license to any other intellectual property rights of the Organizer or its affiliates, all of which shall at all times remain the exclusive property of the Organizer and its affiliates.

## 7. Disclaimer of Warranties, Limitation of Liability

**7.1** The Organizer gives no warranties in respect of any aspect of the EVENT or any materials related thereto or offered at the EVENT and, to the fullest extent possible under the laws governing this Terms of Use, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The EVENT is provided on an “as-is” basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the EVENT are theirs alone and do not necessarily reflect the views, opinions, or positions of the Organizer or any employee thereof. The EVENT makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at an EVENT and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. The Organizer does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

**7.2** Except as required by law, neither the Organizer nor its affiliates/partners shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the EVENT or other aspect related thereto or in connection with this Agreement.

**7.3** The maximum aggregate liability of EVENT for any claim in any way connected with, or arising from, the EVENT or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to the Organizer under this Terms of Use.