

ENTRY TERMS & CONDITIONS



PREAMBLE

The Vancouver Pride Society (“**VPS**”) is the organizing body behind the annual Vancouver Pride Parade (the “**Virtual Parade**”), Festival and Pride Week events. The organization has been established on the international stage as a leader in organizing grassroots community events on a large scale.

Given the Covid-19 outbreak, which has been recognized by the World Health Organization as a global pandemic, VPS will be hosting the Vancouver Pride Parade as an online event for the year 2021.

Thank you for selecting to participate in the Virtual Parade. Please review these terms and conditions (this “**Agreement**”) thoroughly. This Agreement is a legal agreement between you and VPS. By submitting an application pursuant to this Agreement you agree to the below terms. If you choose not to agree, you may not participate in the Virtual Parade.

GOALS

1. **To celebrate the Lesbian, Gay, Bisexual, Transgender, Queer, Asexual, Intersex and Two Spirit people(LGBTQAI2S+) in an annual parade and through other cultural and educational activities in local and Provincial communities that are part of, related to or in support of the LGBTQAI2S+ community;**
2. **To connect with any local or Provincial LGBTQAI2S+ community through educational outreach for the advancement and education of LGBTQAI2S+ issues, festivities and other Queer cultural activities;**
3. **To ensure that all of our constituents have access to and the ability to celebrate their LGBTQAI2S+ identities, achievements, histories, and culture. Such celebrations will include an annual parade and may also include various mediums for the purpose of art, education and information; and**
4. **To ensure the sustainability of the Vancouver Pride Society through sound fiscal management policies and procedures accompanied by a long term plan for ongoing funding and sound management of the Society.**

CORE VALUES

1. **We respect both the dignity of individuals and the rights of all members of society regardless of sexual orientation, gender, cultural or ethnic background, colour, age, abilities, socio-economic status or political, religious or social affiliation or beliefs. In doing so, we seek to identify and remove barriers to full participation in the activities of VPS.**

2. **We believe those who volunteer for VPS are our strength and main resource in achieving our goals.**
3. **We respect the individual potential for human growth and development and encourage all with whom we come in contact to reach their potential. We believe diversity is a strength of the LGBTQAI2S+ community to be valued and celebrated, for it is a significant catalyst for human growth and development.**
4. **We believe sharing our knowledge and experience with other Pride organizations and other interested parties is vital to achieving our mission.**
5. **We value establishing partnerships with those organizations, businesses and government agencies that have goals compatible with those of VPS in order to further our goals and achieve our Mission.**
6. **We strive for inclusiveness in all that we do.**
7. **We believe in conducting the business of the Society with fairness, openness, transparency and accountability.**

2021 PARADE ENTRY TERMS AND CONDITIONS

The company or individual named in the application shall be referred to as the "Parade Entrant." The Virtual Parade is operated by VPS and will be shared on various media platforms.

To be an entrant in the Virtual Parade you must be prepared to comply with our mission and objectives, be prepared to present or create an entry that meets logistical requirements and conduct all Virtual Parade activities within the law.

This document is not exhaustive and additional rules and regulations may be applied to the Virtual Parade.

1. Virtual Parade Acceptance

Completed and legible applications will be reviewed for appropriateness in regards to the Virtual Parade.

The Parade Entrant will be notified if their application is successful, waitlisted (pending status), or not successful.

The VPS reserves the right to make the final determination of timing allocations and assignments.

The VPS reserves the right to determine the final category of the Parade Entrant in order to determine Virtual Parade entry fees.

If a Parade Entrant fails to provide timely payment pursuant to this Agreement, then the Parade Entrant may forfeit their space at the sole discretion of the VPS.

VPS does not warrant, guarantee or promise an expected amount of viewers of the Virtual Parade at any time.

First time applicants to the Virtual Parade may be required to provide a Certificate of Incorporation or equivalent document to authenticate applicant identity. Additional supporting documentation may be requested by the Parade Working Group to process applications on a case-by-case basis. An applicant's inability to provide the requested documentation may result in an automatic rejection of the application.

All applications must be completed and submitted no later than **June 22nd, 2021**.

Submitting an application by the deadline does not guarantee inclusion in the Virtual Parade. The Virtual Parade reaches capacity well in advance of the deadline.

2. **Virtual Parade Entrant Content**

You are responsible for all materials, data, and personal information ("**Content**") uploaded, posted or stored for use in the Virtual Parade. You grant VPS a worldwide, royalty-free, non-exclusive license to host and use any Content provided to VPS. VPS will not be responsible for any lost or unrecoverable Content. VPS is not responsible for the Content or data you submit to VPS. You agree not to, nor permit any third party on your behalf to, upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, provincial, federal or foreign law;
- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by VPS in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. Virus, trojan horse, worm or other disruptive or harmful software or data; and
- e. Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

The Virtual Parade may include a community forum or other social features to exchange Content and information with other Parade Entrants and the public ("**Community Forum**"). VPS does not support and is not responsible for the content in these Community Forums. Please use respect when you interact with other users in a Community Forum. Do not reveal confidential or other information that you do not want to make public. Users may post hypertext links to content of third parties for which VPS is not responsible.

Any information disclosed to the Entrant (whether in oral, written or electronic form) that is, by its nature proprietary to VPS, including any and all information relating to the business, personnel, members, volunteers, contractors, marketing, finances or customers of VPS is considered confidential and must not be disclosed to anyone outside of this agreement.

You agree that VPS may use your feedback, suggestions, or ideas in any way, including in future modifications of the Parade, Virtual Parades, other products or services, advertising or marketing materials. You grant VPS a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to VPS in any way.

VPS may, but has no obligation to, monitor Content included in the Virtual Parade. We may disclose any information necessary to satisfy our legal obligations, protect VPS or its customers and exhibitors, or operate the Virtual Parade properly. VPS, in its sole discretion, may refuse to post, remove, or refuse to remove any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement in its absolute and unfettered discretion.

3. Viewing the Virtual Parade

Participation in the Virtual Parade may be made available through a compatible mobile device or the Internet, and may require software from third parties such as social media sites and telecommunications providers. You agree that you are solely responsible for any third party terms and conditions, including any applicable changes, updates and fees as well as the terms of your agreement with your social media accounts, mobile device and telecommunications provider.

VPS makes no warranties or representations of any kind, express, statutory or implied as to: a) the availability of telecommunication services from your provider and access to the Virtual Parade at any time or from any location, b) any loss, damage, or other security intrusion of the telecommunication services, and c) any disclosure of information to third parties or failure to transmit any data, communication or settings connected with the Parade.

4. Disclaimer

YOUR PARTICIPATION IN THE PARADE, USE OF SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES NECESSARY TO PARTICIPATE IN THE PARADE ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VPS, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY,"**SUPPLIERS**") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES AND PARADE ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES AND PARADE. VPS AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE SERVICES CONNECTED TO THE VIRTUAL PARADE ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

5. Limitation of Liability and Indemnity

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF VPS, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF YOUR APPLICATION FEE. SUBJECT TO APPLICABLE LAW, VPS, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS

OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET VPS' THIRD PARTY SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF VPS AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF VPS, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE PARADE.

You agree to indemnify and hold VPS, its directors, employees, contractors, and volunteers, affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable legal fees and costs, arising out of your participation in the Virtual Parade or breach of this Agreement (collectively referred to as "**Claims**"). VPS reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by VPS in the defense of any Claims.

6. **Payment**

Payment for all applications are due, by cheque or credit card, within 30 days of being invoiced or before July 15th, by VPS. [Invoices not paid within 30 calendar days of the invoice date shall be subject to an interest charge of 1.5% per month from the date of billing until paid.] Failure to pay in a timely fashion may result in your application being cancelled or subject to rate period changes.

7. **Cancellation Policy**

Cancellation of the Parade application must be received by VPS in writing pursuant to Section 17 of these terms and conditions. A partial refund of the Parade Entrant fee may be requested if the Parade Entrant cancels their involvement in the event, no later than 30 days prior to the Virtual Parade. No refunds will be made within 30 days of the Virtual Parade.

Cancellations between 90-60 days prior to the Virtual Parade will be issued a 50% refund upon receipt of cancellation.

Any cancellations 90 days prior to the event will be fully refunded minus the \$20 membership fee of the Parade Entrant fee.

Approved refunds will be issued within 60 business days after the day of the Virtual Parade.

Returned cheques and refused payments will be charged processing fees and an NSF fee of \$50.00, and may result in your application being cancelled at the discretion of VPS.

Official Partners should refer to their Contract or Letter of Agreement for cancellation procedures and/or penalties if any.

8. **Virtual Parade Entry Standards**

All participants are subject to all municipal, provincial and federal laws and/or by-laws.

Alcohol and drug use being used in visuals of Virtual Parade Submission is strictly prohibited. Any submissions that include consuming alcohol or other prohibited substances will not be included in the Virtual Parade.

All people featured in the Virtual Parade Submission must have given permission for their image to be shared

Any kind of public nudity is prohibited from virtual submissions.

Parade Entrants must not use the Virtual Parade platform to promote any literature which is hateful, violent, homophobic, transphobic or discriminatory in any other way as per the BC Human Rights Code and Canadian Charter of Rights and Freedoms or anything the VPS deems inappropriate. Doing so will result in any or all of the following:

- a. Being banned from the Virtual Pride Parade
- b. Banning future participation in the Parade or any other VPS events or festivals

Virtual Parade Entrants may promote literature that promotes and supports the LGBTQAI2S+ community - purely commercial messaging is prohibited.

9. **Virtual Parade Entry Requirements**

All entries must be pre-approved to participate in the Virtual Parade. Unregistered groups will not be included in the Virtual Parade.

Community groups and not-for-profits receiving financial support must comply with the following:

- a. May include a sponsor logo or banner on the Virtual Parade submission
- b. Signage or messaging related to the sponsor must be secondary to that of your group.
- c. Sponsors must be consistent with the VPS mission and values.

All entries must provide a unit captain who will act as a liaison with VPS.

Outside organizations who have not applied to participate in the Virtual Parade are prohibited from being included in approved organization submissions.

The collection of money or the exchange of items or goods for donation or payment is prohibited.

Submissions must convey a message of Pride. Purely commercial messaging is prohibited.

10. **Breach of Contract**

Any breach of the above safety or entry regulations may result in one or more of the following consequences:

- a. Removal from Virtual Parade Live-stream
- b. Exclusion from participation in future VPS Events.

11. Effective Date of this Agreement

This Agreement becomes effective when a Parade Entrant submits a completed application to the VPS.

12. Terms and Conditions Updates

This Agreement may be modified by the VPS at any time, with updates sent to all registered Virtual Parade Entrants noting what changes have occurred to the Agreement. Parade Entrants will be eligible to withdraw from the Virtual Parade and receive a full refund if changes to the Agreement are not accepted by the Parade Entrant.

13. Consent to Contact

The applicant provides the VPS consent to contact them via email or telephone for up to two years regarding advertising opportunities and/or application deadlines for opportunities similar or related to the original application. The applicant can be removed at any time with reasonable notice.

14. Violations

Parade Entrants that violate any of the terms or conditions may be subject to sanctions from the VPS. These sanctions may include, but is not limited to, the following:

Being asked to resubmit a Virtual Parade Entry

Removal from Virtual Parade

A violation that occurs before the event date may result in the Parade Entrant forfeiting their Parade Entry.

Past violations are considered when Parade Entrants make future applications and may result in the immediate rejection of an application. Parade Entrants that forfeit their Virtual Parade space by violating the terms and conditions are not eligible for a refund at any time. All applicants must be in good financial standing

15. Notices

Communications in writing to VPS shall be sent by email to the address listed below and shall be deemed effective on the date accepted into the addressee's email server:

Madison Holding : mholding@vancouverpride.ca

16. **Governing Law**

The Province of British Columbia and the federal laws of Canada govern this Agreement without regard to its conflicts of laws provisions. You agree to the exclusive jurisdiction of the Province of British Columbia. You are accessing the Parade and software services necessary for participation in the Parade on your own initiative and you are responsible for compliance with all applicable laws.