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In consideration of the availability and your use of the Site, you agree to comply with the Terms of Use and all applicable laws when using the Site. Additionally, you agree not to:

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- (b) sell, license, rent, reproduce, modify or attempt to modify the Content in any way, or reproduce or publicly display, perform, transmit, distribute or otherwise use the Content for any public or commercial purpose;
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- (d) use or attempt to use an account holder's, or any other person's, personal information on the Site without the prior written authorization of MusicFest;
- (e) attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access;
- (f) access any Content through any technology or means other than through the Site itself or explicitly authorized means permitted by MusicFest; or
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- (ii) use of the Site or Services for the primary purpose of gaining advertising or subscription revenue.

For greater certainty, prohibited commercial uses do not include any use that MusicFest expressly authorizes.

4. Internet Communications

The Internet is not a fully-secure medium and is subject to possible interception, loss, corruption, or alteration of communication. MusicFest is not liable for any damages resulting from the transmission, interception or corruption of communications to or from the Site.

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7. Privacy

MusicFest respects the privacy and confidentiality of your personal information. MusicFest does not collect your personal information, except where you provide such information directly, pursuant to its Privacy Policy, or in the course of using the Site. By submitting personal information to MusicFest, you acknowledge and agree that you have consented to the collection, use and disclosure of that personal information as specified on any collection form. The general policies of MusicFest with respect to the collection, use and disclosure of personal information are reflected in MusicFest's privacy policy, found at <http://musicfest.ca> (the "Privacy Policy") and any questions in that regard may be directed to MusicFest's privacy officer (as identified in the Privacy Policy). Should MusicFest change its Privacy Policy, the revised policy will be posted on the Site.

8. Submission of Ideas and Suggestions

MusicFest is always modifying the Site and developing new features. If you have ideas or suggestions regarding improvements or additions, MusicFest would like to hear them, provided any submission will be subject to the Terms of Use. Under no circumstance shall any disclosure of any idea or suggestion be subject to any obligation of confidentiality or expectation of compensation. By submitting the idea or suggestion you are waiving any and all rights that you may have in the idea or suggestion and are representing and warranting to MusicFest that the idea or suggestion is wholly original to you, that no one else has any rights in the idea or suggestion and that MusicFest is free to implement the idea or suggestion if it so desires, as provided or as modified by MusicFest, without obtaining permission or license from any third party.

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11. Linking

You may link to the front page of this website at <https://musicfest.ca>. Any other link to this website, and any linking to the pages within the site or framing of content on this site, is prohibited without the prior written consent of MusicFest.

15. Governing Law

The Terms of Use shall be deemed to have been made and performed exclusively in Ontario and shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws principles. You agree to submit to the exclusive forum, jurisdiction and venue of the courts of Ontario for any claim related to the Terms of Use and you agree not to bring any action, suit or proceeding against MusicFest, its officers, directors, contractors, agents, employees, affiliates and other related entities, representatives, successors and assigns in any jurisdiction other than Ontario.

16. General

The Terms of Use constitute the entire agreement between you and MusicFest with respect to the use of the Site. MusicFest’s failure to insist upon or enforce strict performance of any provision of the Terms of Use shall not be construed as a waiver of any provision or right of MusicFest.

Date of this Terms of Use Policy: November 2017
