

Terms and conditions

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DramaFest Salon platform is a service of:

National Theatre School of Canada (herein after “NTSC”)

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These terms and conditions are how we make sure that we are all accountable to one another and that we all understand how the platform works.

The Terms and Conditions must be accepted by any user wishing to access the site. They constitute the contract between the site and the user. Access to the site by the user signifies acceptance of these general conditions of use.

In the event of non-acceptance of the general conditions of use stipulated in this contract, the user must renounce access to the services offered by the site.

Before diving into the full legal terms, here are some things to keep in mind about the DramaFest Salon platform and what you are agreeing to when you register.

A- Different types of users have different permissions on this site:

- A student: can see, upload pieces and comment on content
- A teacher: can see, upload, moderate content and comments of their own students, share the adjudicator comments and generate private links for the families and guests
- An adjudicator: can see and upload comments privately on the teacher’s profile
- A workshop facilitator: can upload course content and moderate the discussion for their class.
- A Family member/Guest: a guest has a private link to see only the piece they receive this link for. This is a one-time use link and cannot be used more than once.

B- The content is “user generated” which means;

The user who uploads the work is the person responsible for its rights and by uploading it, they declare and discharge completely NTSC:

- If it is not an original piece, the rights and royalties have been paid and the user undertakes to inform NTSC;
- If the uploaded piece is an original, the work is the property of the user, no one can or should use it outside of this platform without their permission and same goes for the user in regards of other people’s works.

The DramaFest Salon team will not have any rights to your piece other than to display it on this platform, at your request. Any content posted by the user is their sole responsibility. The user agrees not to upload any content that could harm the interests of third parties. Any legal action brought by an injured third party against the site will be borne by the user.

User content can be removed from the site at any time and for any reason. The user receives no justification or notification prior to the deletion.

Legal conditions – Full terms and conditions

These Terms and conditions ("Agreement") set forth the general terms and conditions of your use of the dramafest.ent-nts.ca website ("Website") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and National Theatre School of Canada ("National Theatre School of Canada", "NTSC", "we", "us" or "our").

By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services.

You acknowledge that this Agreement is a contract between you and National Theatre School of Canada, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Accounts and membership

You must be at least 16 years of age to use the Website. By using the Website and by agreeing to this Agreement you warrant and represent that you are at least 16 years of age.

When you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may monitor and review new accounts before you may sign in and start using the Services.

Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and IP address to prevent further registration.

User content

We do not own any data, information or material (collectively, "Content") that you submit on the Website in the course of using the Service.

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content, at the complete discharge of NTSC.

We may monitor and review the Content on the Website submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display and

perform the Content of your user account solely as required for the purpose of providing the Services to you.

Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable.

Unless specifically permitted by you, your use of the Website and Services does not grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing or any similar purpose.

Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to availability, promotions and offers.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel services if any information on the Website or Services is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information on the Website except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

Backups

We perform regular backups of the Website and its Content; however, these backups are for our own administrative purposes only and are in no way guaranteed. You are responsible for maintaining your own backups of your data. We do not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly. We will do our best to ensure complete and accurate backups but assume no responsibility for this duty.

Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein.

We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties.

You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk, at the complete discharge of NTSC.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit

viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet.

We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website.

When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Duration

The duration of this contract is indefinite. The contract produces its effects from the use of the service.

Law

Both this site and the Terms of Use are governed by Quebec and Canada laws, regardless of the place of use. In the event of a possible dispute, and after the failure of any attempt to find a solution, the Quebec and Canada courts will have sole jurisdiction to hear this dispute.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement.

If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to dramafest@ent-nts.ca.