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5. Linking to this Site

If you would like to link to the Site, you must follow contact WEG’s Website Manager. Unless specifically authorized by WEG, you may not connect “deep links” to the Site, i.e, create links to this site that bypass the home page or other parts of the Site. You may not mirror or frame the home page or any other pages of this Site on any other web site or web page.

6. Disclaimer of Warranties

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In no event will WEG be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of (i) the use of inability to use the site, the service, or the content; (ii) any transaction conducted through or facilitated by the site; (iii) any claim attributable to errors, omissions, or other inaccuracies in the site, the service and/or the content; (iv) unauthorized access to or alteration of your transmission or data; or (v) any other matter relating to the site, the service, or the content, even if WEG has been advised of the possibility of such damages.

If you are dissatisfied with the site, the service, the content, or with the terms of use, your sole and exclusive remedy is to discontinue using the site.

8. Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless WEG, its subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable lawyers' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement.

9. Privacy

Please visit
www.woodbineentertainment.com/privacypolicy.

10. User Conduct

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

11. User Supplied Information

WEG does not want to receive confidential or proprietary information from you via the Site. You agree that any material, information, or data you transmit to us or post to the Site (each a "Submission or collectively "Submissions") will be considered non confidential and non proprietary. For all Submissions, (1) you guarantee to us that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and (2) you give WEG the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the Submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

12. Unsolicited Idea Submission Policy

WEG or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, marketing strategies, new or improved products, technologies, services, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should WEG's business activities bear coincidental similarities with one or more of the thousands of unsolicited ideas offered to us.

However, WEG does welcome feedback regarding many areas of our websites that will help satisfy customer's needs, and feedback can be provided through the many listed contact areas on the Site. Any feedback you provide shall be deemed a Submission under the terms in the User Supplied Information section above. To submit site feedback please visit www.woodbineentertainment.com/feedback.

13. Password Security

If you register to become a registered user on woodbineentertainment.com (and our family of websites), you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your member identification and password.

14. General Provisions

a. *Entire Agreement/No Waiver.* These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by WEG of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. *Correction of Errors and Inaccuracies.* The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. WEG therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. WEG does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. *Enforcement/ Choice of Law/ Choice of Forum.* If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, WEG's Privacy Policy, your use of the Site, any other WEG web site, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of the Province of Ontario, without regard to any conflict of laws provisions.

d. *Claims of Copyright Infringement.* Pursuant to The Department of Justice (Canada) Copyright Act (R.S., 1985, c. C-42), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent.