

# ONTARIO FILM COMMISSION

## Terms of Use

By using or otherwise accessing the Ontario Film Commission's web-site, <http://www.ontariofilmcommission.ca>, including any of its sub-sites, such as the Locations Library (altogether the "Web-Site"), You are agreeing to be legally bound by these Terms of Use. Therefore, We suggest that You review these Terms of Use carefully.

If You can't access these Terms of Use or any link provided as part of these Terms of Use, or if You have questions concerning these Terms of Use please contact Us at [locations@ontariocreates.ca](mailto:locations@ontariocreates.ca).

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### 1. Definitions

- (a) "**Ontario Creates**" means the Ontario Media Development Corporation;
- (b) "**FIPPA**" means Ontario's *Freedom of Information and Protection of Privacy Act* as the same may be amended from time to time;
- (c) "**Location**" means a commercial, residential, government-owned or other property available for use in a film production through Our Web-Site;
- (d) "**Locations Library**" means the site found at <https://ontario.reel-scout.com>
- (e) "**Privacy Policy**" means the privacy policy found [here](#);
- (f) "**Property Owner**" means an individual or corporate entity that has the legal right to make a Location available for use in a film production through Our Web-Site;
- (g) "**Scout**" means the individual or corporate entity that uses or wishes to use the Web-Site to locate Locations for possible use in a film production;
- (h) "**Web-Site**" means [www.ontariofilmcommission.ca](http://www.ontariofilmcommission.ca) ;
- (i) "**Third Party**" means any individual or entity other than Ontario Creates and You;
- (j) "**User**" means either a Property Owner or a Scout;
- (k) "**You**" means the individual subject to these Terms of Use. Depending on the context "You" may refer to a User or to a casual reader of the Web-Site.
- (l) "**We**" "**Us**" or "**Our**" refers to Ontario Creates' Ontario Film Commission.

### 2. Acceptable use of this Web-Site

#### 2.1 Use of Web-Site Generally.

We require You to follow several simple rules when accessing or using this Web-Site.

You **must not**:

- (a) use this Web-Site in violation of any law, rule or regulation;
- (b) interfere with or disrupt this Web-Site or any of Our computer systems, servers, networks, databases, software, hardware or equipment used by or for this Web-Site;
- (c) interfere with the use or enjoyment of this Web-Site by others;
- (d) introduce code which is disruptive or harmful; and
- (e) attempt to gain unauthorized access to Our computer systems, servers, networks, databases, software, hardware or equipment, including to: user-restricted areas of this Web-Site; logins and passwords of others; or personal information and personal accounts of others; or
- (f) encourage or otherwise induce other persons to do any of the above.

## **2.2 User contributed content.**

This Web-Site allows You and others to submit content to this Web-Site. If You choose to submit content, please be civil and respectful. You **must not**:

- (a) mislead Us or anyone else as to your identity or the origin of the submitted content, or falsely claim to represent a person, organization or entity; and
- (b) post or transmit any message, content or link to content that:
  - (i) you either do not own or do not have the necessary rights to post or transmit;
  - (ii) is in violation of any law, rule or regulation or any third party right, or promotes illegal activity or conduct that would contravene any law, rule or regulation or third-party right;
  - (iii) is abusive, hateful, homophobic, discriminatory, malicious, aggressive, threatening, violent, sexist, harassing, inflammatory, indecent, tortious, defamatory, knowingly false, misleading, deceptive, vulgar, obscene, offensive, scandalous, sexually explicit, profane, offensive or otherwise objectionable;
  - (iv) incites hatred, racism, bigotry or physical harm of any kind;
  - (v) is unsolicited or unauthorized, such as unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme," or any other form of solicitation (commercial or otherwise);
  - (vi) is in breach of any confidence;
  - (vii) includes personal data or information about others; or
  - (viii) can result in Us being liable to anyone else under any intellectual property rights law.

## **3. Privacy**

Your privacy is important to us! If You provide any personal information to Us through this Web-Site, We will handle it according to what We say in Our Privacy Policy. However please note that the information that You provide to access the Locations Library, either to scout for available locations or to post information about properties that You own *is not considered to be personal information for the purposes of FIPPA*, notwithstanding that it includes your name, address, telephone number and e-mail address. This is because You are providing it for the purpose of gain, either as a scout or as a property owner seeking to rent a property. See FIPPA, subsections 2(2) and 2(3).

**Please note:** Any information that You provide to or through a social media platform or other web-Site is not collected or controlled by Ontario Creates. Social media platforms

or other web-Sites are not bound by Our [Privacy Policy](#). You should review the privacy policies of any linked web-Site or social media platform before providing any personal or other information. Others may not comply with the same privacy laws, policies and practices that We do! Please be careful.

## **4.0 Users**

### **4.1 Property Owners.**

(a) By providing content to the Web-Site, You:

- (i) waive all moral rights in your content in favour of Us;
- (ii) consent to your name, address, phone number and email appearing as the contributor of your content, where applicable, and to the disclosure and display of such information and any other information which appears in or is associated with your content;
- (iii) acknowledge and agree that We are not responsible for any loss, damage, or corruption that may occur to your content, and We are not required to make any use of your content; and
- (iv) acknowledge and agree that your content will be non-confidential.

(b) You are solely responsible for any content that You submit, post or transmit via Our Web-Site. You must not submit content, including photographs, that breach copyright, privacy rights or any other right of a Third Party. Your content must be kept up to date and it must not contravene your obligations under these Terms of Use or any applicable laws.

(c) Photographs of the Location must not include (i) any identifiable individuals; or (ii) other objects subject to copyright – for example sculptures, photographs, paintings etc. You must ensure that You have the rights to post the photographs on Our Web-Site, and to give Us the rights that We require to the photographs that You post. If You are both the owner of the property and the photographer, You will likely have these rights. However if You are not the photographer and the photographs were taken after November 2012, the photographer will likely own the rights that You need. Please ensure that You obtain a licence from the photographer that is sufficient to enable You post the photographs and give Us the rights that We require.

(d) By submitting your content, You agree to give Us a right to do what We want with the content that You submit and to permit others to do the same provided that your content is used in a manner consistent with the intended purpose of the Locations Library; in both cases, without the need to give You notice, acknowledgement or payment (except in the case of personal information, in which case Our right to do what We want with it is subject to Our [Privacy Policy](#), other privacy policies and applicable consents). You also agree to waive your moral rights as an author under copyright law in the submitted content. You represent and warrant that You have sufficient rights to grant Us this license.

(e) While We may moderate certain interactive portions of this Web-Site, We are not required to, nor should You expect that We will, take action in response to any content posted on this Web-Site. The views expressed by others represent their own views and are not endorsed or approved by us, nor do We endorse or approve any events or other activities posted by a user.

(f) We reserve the right not to post any content that You submit, and to remove, edit or move, at any time, any content submitted and posted on this Web-Site which does not comply with these Terms of Use or for any other reason that We determine appropriate.

(g) We will cooperate with law enforcement officials and comply with any court order with respect to any claim or investigation due to any content posted or activity that You undertake on Our Web-Site and will provide such content and provide information regarding your identity as well as other relevant information.

(h) We have no obligation to post any content from You. In addition, We may, in Our sole and unfettered discretion, edit, remove or delete any content that You post or submit.

(i) You agree that We or a Scout may contact You via email, phone, or text using information that You provide to Us in a User Account or through other means, in relation to Location bookings.

#### **4.2 Scouts.**

By using the Web-Site:

(a) You acknowledge and agree that Ontario Creates does not warrant that a Location will resemble in any manner any photos or other information in a Location Listing. We merely provide the Web-Site whereby You can access information provided to the Web-Site regarding a Location. It is your sole obligation and responsibility to verify the suitability of a Location for any purpose, and to obtain accurate information relating to the Location, either by a Web-Site visit You set-up with said Location, or otherwise. We bear no responsibility, liability or any other obligation relating to any Location and the accuracy of a listing relating to such Location.

(b) You represent and warrant that You will use the Web-Site solely for the purpose identified in your application to access the Web-Site and for no other purpose.

(c) You agree that You will protect any password given to You from unauthorized access and that You will not permit any Third Party to access the Web-Site through the means provided to You by Ontario Creates.

#### **4.3 Users (Property Owners and Scouts) Generally.**

By using this Web-Site You acknowledge and agree that:

(a) We do **not endorse any persons who use the Web-Site; investigate any User's reputation, conduct, morality, criminal background, or verify the information that any User submits to the Web-Site.** You acknowledge that We do not check any User or Location information.

(b) You are solely responsible for your interactions with other Users. You agree that any legal remedy or liability that You seek to obtain for actions or omissions of other users will be limited to a claim against the particular user or users who caused You harm. You agree not to attempt to impose liability on, or seek any legal remedy from Us and You release Us from any and all claims, demands, damages (actual, consequential,

nominal, punitive, or otherwise), equitable relief, and any other legal, equitable, and administrative remedy, of every kind and nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, past, present, or future, arising out of or in any way connected with your communication or interaction with other users on or through or as a result of the Web-Site.

(c) You are 18 years of age and older.

(d) We reserve the right to cancel a user account or take other appropriate actions in its sole discretion in response to any inappropriate conduct, or for no reason at all.

(e) We may, in Our sole and absolute discretion and without liability to You, with or without cause, with or without prior notice and at any time terminate your access to the Web-Site.

(f) We may, in Our sole and absolute discretion and without liability to You, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of Our Web-Site. The restrictions imposed on You with respect to material downloaded from the Web-Site, the disclaimers, and limitations of liabilities set out in this Agreement shall survive termination of this Agreement. We shall not be liable to You or to any Third Party for such termination.

(g) You may terminate your access to or use of the Web-Site with immediate effect by requesting (by email or through any then-available interfaces on the Web-Site) that your User Account be deleted or deactivated.

(h) You will use Our Web-Site in a manner consistent with any and all applicable local, municipal, provincial, federal and international laws and regulations.

(i) Access to or use of the Web-Site for any purpose except the right to (i) post Locations if You are a Property Owner; or (ii) search and compile Location information if You are a Scout for the length of term granted to You by Us, is prohibited.

## **5. Copyright**

5.1 Copyright Generally. This Web-Site contains information and materials owned or licenced by Ontario Creates, government ministries, third parties, external stakeholders and other partners. This page explains how to use and re-use these materials. If You have any doubt about your right to use or re-use information or materials found on this Web-Site, please contact [locations@ontariocreates.ca](mailto:locations@ontariocreates.ca).

5.2 Locations Library. Property Owner content that appears in the Locations Library is licenced to Ontario Creates and may be reproduced by Scouts in accordance with the terms of their User Agreements. *No other use may be made of* Property Owner content that appears in the Locations Library.

5.3 Other Content. **Subject to section 5.1**, and unless otherwise indicated, the materials on this Web-Site created by Us and other government ministries and agencies are protected by Crown copyright, which is held by the King's Printer for Ontario. If credit is given and Crown copyright is acknowledged, the materials protected by Crown Copyright may be reproduced for non-commercial purposes provided that no changes are made to the original content. Materials protected by Crown Copyright may only be

reproduced for commercial purposes under a licence from the King's Printer. To request a licence to reproduce any materials on this Web-Site for commercial purposes, or for information on Crown copyright generally, please contact the King's Printer at [Copyright@ontario.ca](mailto:Copyright@ontario.ca).

**5.4 Third-Party Copyright.** Third-party Copyright is copyright that is not owned by You or by Us. If You wish to use third-party copyright, You must seek the permission of the copyright owner.

**5.5 Copyright Infringement.** If You believe that any content on the Web-Site infringes your copyright, You may request that it be removed. This request must bear a signature of the copyright owner and must comply with the following, or with the requirements of applicable law in the relevant jurisdiction: (a) identify the allegedly infringing content; (b) indicate where on the Web-Site the infringing content is located; (c) provide your name and contact information; (d) state that You have a good faith belief that the content is infringing; (e) state that the information in your claim is accurate; and (f) indicate that "under penalty of perjury" You are the lawful copyright owner. Our contact for copyright issues relating to content on the Web-Site is [locations@ontariocreates.ca](mailto:locations@ontariocreates.ca).

## **6. Trademark**

The official marks, trademarks, logos and symbols of the government of Ontario or Ontario Creates may not be reproduced, whether for commercial or non-commercial purposes, without Our prior authorization which You must receive in writing from us.

## **7. Links to other Web-Sites and social media platforms**

You may see links on this Web-Site to other web-sites and some widely-used social media platforms. We have included them because they may be of interest to you. Just to be clear, providing a link to them doesn't mean that We endorse or recommend them to you.

Also, since these other web-sites and social media platforms are controlled and maintained by other people, We can't be sure that the link will still work when You click on it or that the service or content is useful, appropriate, virus-free or reliable. Therefore, You need to decide for yourself whether You want to follow any link or to agree to receive or rely on any service or content that is made available to you.

You may also be linked to this Web-Site from other web-sites or social media platforms. Unless We tell You otherwise, other web-sites and social media platforms that link to this Web-Site or any sub-site are not associated with Us or endorsed by Us.

## **8. Disclaimer of Warranty / Limitation of liability**

**We cannot make this Web-Site as current, informative and interactive as possible without the important legal disclaimers of warranty and liability set out below. Make sure You don't skip this section!**

### **Warranty disclaimer**

Use of this Web-Site and its contents is at your own risk. This Web-Site and all of its content are provided "As Is". You must not rely on any content published on or linked to this Web-Site without first making your own enquiries to verify it is accurate, current and complete. We do not make, and expressly disclaim, any representations, warranties, covenants and conditions, express or implied, arising out of operation of law, course of performance, course of dealing, usage of trade or otherwise, including any express or

implied warranties and conditions of: merchantability; merchantable quality; fitness for a particular purpose; non-infringement; safety; quality; freedom from defects or that defects will be corrected; uninterrupted, virus-free or error-free use of this Web-Site; or accuracy, currency, reliability, completeness or appropriateness relating to the content of this Web-Site. We have no means of protecting content posted on the Web-Site from unauthorized use or reproduction. We disclaim any liability for unauthorized use or reproduction of any portion of the Web-Site. We provide no guarantee that data, content, personal information or other information provided to the Web-Site will remain confidential and secure. We disclaim any and all liability for the acts, omissions and conduct of any Third Party or User.

### **Limitation of liability**

Under no circumstances will Ontario Creates, His Majesty the King in Right of Ontario or the members of the Executive Council and its and their employees, agents and independent contractors have any responsibility or liability for any loss or damage whatsoever (including without limitation direct, indirect, special, incidental, consequential, punitive, exemplary or other damages, and including without limitation to any loss of profit, costs, expenses, harm to business, business interruption, reputation, loss of information or programs or data, loss of savings, loss of revenue, loss of goodwill, loss of tangible or intangible property, legal fees or legal costs, wasted management or office time or damages of any kind whatsoever), whether based in contract, tort, negligence or any other legal basis, arising out of or in connection with this Web-Site, any linked web-Site or linked social media platform (including without limitation any damages suffered as a result of the use, inability to use, failure of, or any omissions or inaccuracies in, this Web-Site, any linked web-Sites or linked social media platforms, or any of the services or content of the foregoing), even if Ontario Creates or the Government of Ontario has been specifically advised of the possibility of such damage or loss, or if such damage or loss was foreseeable.

### **Additional Limitations of Liability.**

We have no liability to You or to any Third Party for any harm caused in whole or in part by

- (i) a User or a Third Party;
- (ii) statements, conduct or omissions of any Location, User or Third Party on the Web-Site; or
- (iii) Your or anyone else's conduct or acts in connection with the use of the Web-Site, including without limitation from interactions with other Users or persons introduced to You Your Web-Site, whether on-line or off-line and You have no recourse against Ontario Creates.

### **9. The Web-Site.**

The Web-Site includes the Ontario Locations Library. The Ontario Locations Library permits Property Owners to post information about Locations and Scouts to learn about posted Locations. Neither Ontario Creates, nor the Ontario Film Office is a contracting agent or representative of any Location or Scout. The sole role of the Ontario Locations Library is to facilitate the availability of Locations. Any agreement for the use of any Location is solely between the Property Owner and the Scout. Neither Ontario Creates, nor the Ontario Film Commission, is a party to such agreement.

### **10. General**

We will cooperate with any investigation by any federal, provincial, or local body or any

court or tribunal legitimately exercising its rights. Such cooperation may occur without any notice being provided to You.

Use of the Web-Site is unauthorized in any jurisdiction where the Web-Site or any of the content may violate any laws or regulations. You agree not to access or use the Web-Site in such jurisdictions. You agree that You are responsible for compliance with all applicable laws and regulations. Any contravention of this provision, or any provision of these Terms of Use is entirely at your own risk.

We reserve the right to supplement, remove or modify these Terms of Use at any time and from time to time without notice and in our sole discretion. Please check this Web-Site regularly for any changes. If You continue to use or access this Web-Site following a change to these Terms of Use, You will be deemed to have accepted the changes.

If any term or condition set out in this Terms of Use is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will continue in full force.

These Terms of Use are governed by the laws of the Province of Ontario and deemed to be entered into by You in the Province of Ontario.

These Terms of Use contain the entire agreement, and supersede all prior and contemporaneous understandings between You and Us. Our failure or delay in exercising any right, power or privilege under these Terms of Use shall not operate as a waiver thereof. We may assign Our rights and delegate Our obligations under these Terms of Use in whole or part to a third party. Headings of sections are for convenience only and shall not be used to limit or construe such sections. Terms of Use such as including proprietary rights, disclaimers, limits on liability, indemnities, and other terms that survive by their nature, by not including any license or right to the Web-Site provided herein by the Company.

## **11. Questions.**

Please contact Us at [locations@ontariocreates.ca](mailto:locations@ontariocreates.ca) with any questions regarding these Terms of Use.

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