

Tourism Nova Scotia

Marketing Channel Terms of Use

Please read these Terms of Use (“Terms of Use” or “Terms”) carefully before filling out your business listing update forms managed by Tourism Nova Scotia (“us”, “we”, “our”).

The business listing forms allows you to add or update accommodation, campground, tour, attraction, food/beverage, fine art, trails, outdoor activity listing(s) for promotion in Tourism Nova Scotia’s marketing channels, such as NovaScotia.com, the Doers & Dreamers Guide, and print, social media, and digital advertisements. Your use of this service is conditional upon acceptance of and compliance with these Terms. By accessing filling out this form, you agree to the following:

1. Compliance with Laws and Insurance

- a) You represent and warrant that the business/service/activity you are promoting meets all applicable federal, provincial and municipal laws, regulations, by-laws and business requirements, including holding applicable licenses, permits, approvals, and statutory authorities.
- b) You represent and warrant that the you hold and will maintain throughout participation in Tourism Nova Scotia’s marketing channels liability insurance for your business/service/activity in the types and amounts a prudent business carrying on similar operations in Nova Scotia would carry.

2. Submitted Content and Information

- a) When you submit content, including photos and videos, you warrant that the content shall be free and clear of any claim, right or encumbrance that would limit or restrict its use in Tourism Nova Scotia’s marketing channels.
- b) When you submit content, including photos and videos, you warrant that content submitted does not violate any copyright, trademark, moral right, right of privacy or right of publicity, or infringe or misappropriate any intellectual property rights of any third party.
- c) When you submit content including photos and videos, in exchange for fair value of promotion which is deemed to be exchanged in full, you grant Tourism Nova Scotia, the Province of Nova Scotia, and each of their respective directors, officers, employees, consultants, agents and contractors the non-exclusive license to use, reproduce, resize, crop, otherwise digitally manipulate and publish the content for use in Tourism Nova Scotia’s marketing channels, including NovaScotia.com and the Doers and Dreamers Travel Guide. You warrant that you retain all rights to the images and have the authority to grant this use, as described herein, without risk and will hold harmless Tourism Nova Scotia and the Province of Nova Scotia should any claims arise out of the use of the submitted images. Submission of photos/videos and content and granting this release in no way requires Tourism Nova Scotia to use the images in marketing channels.
- d) Tourism Nova Scotia offers information entered through the business listing updates to select tourism related entities through an open data feed to promote Nova Scotia as a

tourism destination. By entering your data in these forms, you agree to have your consumer facing data included in this open data feed.

- e) By submitting content, including information, photos, and videos, you consent to the use of this content for promotion in Tourism Nova Scotia's marketing channels, such as NovaScotia.com, the Doers & Dreamers Guide, and print, social media, and digital advertisements.
- f) You are solely responsible for the quality, accuracy, and completeness of the information submitted. You are solely responsible for providing Tourism Nova Scotia with any updates or corrections to information. Tourism Nova Scotia is not obligated to verify the content and is not responsible or liable for its accuracy.

3. Cancellation/Suspension

- a) Tourism Nova Scotia has the right at any time, without notice, and in its sole discretion, to deny, suspend or cancel your access or participation in Tourism Nova Scotia's marketing channels if you breach, or are suspected of breaching, any of these Terms of Use or for any other reason Tourism Nova Scotia deems appropriate.
- b) You agree that Tourism Nova Scotia, the Province of Nova Scotia, and each of their respective directors, officers, employees, consultants, agents and contractors are not liable for any indirect, direct or consequential losses arising from or connected to anything published or distributed in any of Tourism Nova Scotia's marketing channels or websites, cancellation or suspension of such marketing channels, or any delay, interruption or cancellation of web services.
- c) You agree to indemnify and hold Tourism Nova Scotia, the Province of Nova Scotia, and each of their respective directors, officers, employees, consultants, agents and contractors harmless from any liability, loss and expense arising out of the use, display or publication of the information, photos, and content you provide. Such indemnification shall include, but is not limited to, any claim or lawsuit for copyright or trademark infringement or infringement of moral rights.
- d) You agree you will defend, indemnify and hold harmless Tourism Nova Scotia, the Province of Nova Scotia, and each of their respective directors, officers, employees, consultants and agents from and against all claims, liability, and expenses, including all legal fees and costs, arising out of: (i) your breach of these Terms of Use; or (ii) your participation in Tourism Nova Scotia's marketing channels.

4. Disclaimers

- a) Although Tourism Nova Scotia takes all reasonable measures to maintain the security of the information, Tourism Nova Scotia will not be responsible for any damages you may suffer as a result of transmitting confidential information through the Internet, or implicitly or explicitly authorizing Tourism Nova Scotia or others to send confidential information to you in this manner.
- b) Tourism Nova Scotia, the Province of Nova Scotia, and each of their respective directors, officers, employees, consultants, agents and contractors are not responsible for any direct, indirect, special, incidental, consequential, punitive or any other damages whatsoever and

howsoever caused, arising out of any errors or omissions by Tourism Nova Scotia, the Province of Nova Scotia, or their respective directors, officers, employees, consultants, agents and contractors related to the use of the business listing update forms or the publication or distribution of any information, content, or materials through Tourism Nova Scotia marketing channels.

5. General

- a) You shall in no way represent or imply that Tourism Nova Scotia, the Province of Nova Scotia, or any of their respective directors, officers, employees, consultants, agents or contractors has recommended, endorsed, or approved your business/goods/service/activity or that there is any joint venture, partnership, employment or agency relationship between you and Tourism Nova Scotia or the Province of Nova Scotia.

6. Amendments

- a) Tourism Nova Scotia reserves the right to change these Terms of Use at any time. Your use of the service is governed by the Terms of Use in effect at the time of such use. You should therefore check these Terms of Use periodically.

7. Forum and Choice of Law

- a) The laws of Nova Scotia and Canada shall govern as to the interpretation, validity and effect of these Terms of Use despite any conflict of law provisions of your domicile, residence or physical location. You hereby consent and submit to the exclusive jurisdiction of the courts and Nova Scotia in action or proceeding instituted under or related to these Terms of Use or your use of the content, information and services provided.

Standard Agreement

- I certify that I am authorized to agree to these Terms and Conditions on behalf of the business/operator that I represent.
- I certify that the business that I am promoting through Tourism Nova Scotia's marketing channels meets all applicable federal, provincial, and municipal regulations and business requirements such as insurance.
- I certify that I have read and understand and agree to Tourism Nova Scotia's Business Listing Terms of Use as stated.
- I certify that the business/operator I represent complies with the Listing and Eligibility Criteria for Tourism Nova Scotia's Marketing Channels