

SMARTY PINTS TRIVIA WEBSITE TERMS AND CONDITIONS

Credit

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You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Smarty Pints Trivia's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Smarty Pints Trivia's express written consent.

Restricted access

Access to certain areas of this website are restricted. Smarty Pints Trivia reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at Smarty Pints Trivia's discretion.

If Smarty Pints Trivia provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Smarty Pints Trivia may disable your user ID and password at Smarty Pints Trivia's sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Smarty Pints Trivia a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Smarty Pints Trivia the right to sub-license these rights, and the right to bring an action for infringement of these rights.

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Notwithstanding Smarty Pints Trivia's rights under these terms and conditions in relation to user content, Smarty Pints Trivia does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

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This website is provided "as is" without any representations or warranties, express or implied. Smarty Pints Trivia makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Smarty Pints Trivia does not warrant that:

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Limitations of liability

Smarty Pints Trivia will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
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- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Smarty Pints Trivia has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Smarty Pints Trivia's liability in respect of any:

- death or personal injury caused by Smarty Pints Trivia's negligence;
- fraud or fraudulent misrepresentation on the part of Smarty Pints Trivia; or
- matter which it would be illegal or unlawful for Smarty Pints Trivia to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Smarty Pints Trivia has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Smarty Pints Trivia's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Smarty Pints Trivia's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Smarty Pints Trivia.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Smarty Pints Trivia and undertake to keep Smarty Pints Trivia indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Smarty Pints Trivia to a third party in settlement of a claim or dispute on the advice of Smarty Pints Trivia's legal advisers) incurred or suffered by Smarty Pints Trivia arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Smarty Pints Trivia's other rights under these terms and conditions, if you breach these terms and conditions in any way, Smarty Pints Trivia may take such action as Smarty Pints Trivia deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Smarty Pints Trivia may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Smarty Pints Trivia may transfer, sub-contract or otherwise deal with Smarty Pints Trivia's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Smarty Pints Trivia in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with applicable law, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of Saskatchewan.

Registrations and authorisations

Smarty Pints Trivia is registered with ISC. You can find the online version of the register at <https://www.isc.ca/>. Smarty Pints Trivia's registration number is 102019681.

Smarty Pints Trivia's details

The full name of Smarty Pints Trivia is "Smarty Pints Trivia".

Smarty Pints Trivia is registered in Saskatchewan under registration number 102019681.

Smarty Pints Trivia's address is 4527 Queen Street, Regina, Saskatchewan, S4S5X2.

You can contact Smarty Pints Trivia by email at Contact@SmartyPints.ca.

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