

1. APPLICABILITY

These Website Terms and Conditions of Use (the “**Website Terms and Conditions of Use**”) govern your access to and use of the banffcentre.ca domain and all related subdomains (collectively, the “**Website**”), which is owned or licensed to, and operated by The Board of Governors of The Banff Centre (“**Banff Centre**”) and describes how Banff Centre collects, uses and discloses your personal information when you use the Website. Personal information collected by Banff Centre outside of the Website is governed by Banff Centre’s Access to Information and Protection of Privacy Website Terms and Conditions of Use.

By using the Website, you agree to comply with the terms of these Website Terms and Conditions of Use. Banff Centre reserves the right to amend these Website Terms and Conditions of Use at any time without notice. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website.

2. PRIVACY STATEMENT

2.1. Banff Centre respects your privacy and is committed to ensuring the privacy of all of its online visitors. Banff Centre’s collection, use and disclosure of your personal information is authorized by Alberta’s *Post Secondary Learning Act* (“**PSLA**”), *Protection of Privacy Act* (“**POPA**”), and *Access to Information Act* (“**ATIA**”). Personal information will also be used in compliance with Canada’s Anti-Spam Legislation (“**CASL**”), where applicable. It will be managed in accordance with these Website Terms and Conditions of Use as outlined below.

2.2. Banff Centre collects personal information from its online visitors under the authority of section 65(a) of the PSLA and section 4(c) of POPA for the purpose of providing a high-quality, modern and constantly improving online experience to a large and diverse audience. Your personal information will be collected and used by Banff Centre when you submit a request, complete a form or in some other manner communicate with us online. This includes for the following purposes:

2.2.1. to initiate, complete or respond to a request for information you have submitted to the Website;

2.2.2. to enable personalized experiences, communications and messaging on our digital channels;

2.2.3. to enable Website functionality that requires us to remember a selection, option or user choice;

2.2.4. to analyze the effectiveness of our digital channels, communications and marketing campaigns and third-party advertising used to direct people to our digital

channels; and

2.2.5. to create, with the assistance of third-party platforms, targeted advertising.

2.3. Banff Centre also collects non-personal, anonymous and aggregated data from its online visitors. This information is used to improve system, network and technical performance and analyze digital channel effectiveness. See section “7. Cookies, Web Analytics and Remarketing Tools” below for more information.

2.4. Banff Centre recognizes the sensitive nature of your personal information and is committed to the protection of your privacy. Banff Centre will make reasonable security arrangements against such risks as unauthorized access to, collection, use, disclosure or destruction of your personal information in accordance with section 10 of POPIA. Banff Centre will also limit access to your personal information to those staff members who reasonably require access to perform their specific job function and will only disclose your personal information in accordance with these Website Terms and Conditions of Use, with your consent, or where otherwise permitted under ATIA.

2.5. To learn more about the collection, use or disclosure of your personal information, please refer to Banff Centre’s Protection of Privacy and Access to Information Website Terms and Conditions of Use or contact the Banff Centre Privacy Coordinator at foip@banffcentre.ca.

3. Reserved Rights and Grant of Limited License

3.1. You understand and agree that this Website and its entire contents, features, and functionality, including but not limited to, all information, software, code, data, text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement are owned by Banff Centre, its licensors, or other providers of such information or material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

3.2. As a user of this Website, you are granted a limited license to view and use this Website for your own personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on this Website, in any form or medium whatsoever without Banff Centre’s prior written consent.

4. Disclaimer and No Reliance

4.1. The information provided on this Website is intended for educational or general information purposes only and should not be used to replace information found on official documents, the official direction of Banff Centre representatives or the advice of qualified professionals.

4.2. While Banff Centre endeavours to keep the information available on this Website accurate and up to date, it makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, products or services contained on or available through this Website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

5. Limitation of Liability

5.1. In no event shall Banff Centre, or any of its employees, officers, governors, agents, contractors, volunteers, suppliers, licensees or licensors be liable for damages, liabilities or costs of any kind or for any loss whatsoever and howsoever caused, arising out of, or in connection with, the use of or inability to use this Website, including the loss of use, lost data, lost business profits, business interruption, personal injury or any other personal or pecuniary loss, whether in contract or tort (including negligence). The information available on this Website is provided on an “as is” basis, and Banff Centre does not accept and expressly disclaims any and all responsibility or liability to any person who may suffer any loss as a result of reliance upon the information available on this Website or for any unauthorized use or reproduction thereof.

6. Third-Party Websites

6.1. This Website may contain links to other third-party websites which are not under the control of Banff Centre. The inclusion of such links does not imply a recommendation or endorsement of the views expressed within those websites and, unless stated otherwise, Banff Centre is not affiliated or associated with the third parties who own or maintain such websites.

6.2. Centre makes no representations or warranties of any kind, express or implied, regarding any other websites that may be accessed from this Website and is not responsible for the accuracy or content of the information available thereon or the privacy or security of those websites. In providing links to other websites, Banff Centre is not acting as a publisher or disseminator of the material contained thereon and does not seek to control the content of, or maintain any type of editorial control over, such content. If you choose to access any such websites, you do so strictly at your own risk.

7. Cookies, Web Analytics and Remarketing Tools

7.1. This Website utilizes cookies, web analytics and remarketing tools to enhance user experience, analyze Website performance, and deliver targeted advertisements based on your browsing behaviour.

7.2. A cookie is a small text file stored on your computer or mobile device to facilitate website functionality and enhance your browsing experience. By using this Website you are consenting to the use of cookies. Banff Centre may use cookies to monitor usage, recall previous requests or IP addresses to analyse use patterns, store passwords, preferences and settings, and compile user traffic and statistics relating to use of the Website to improve Website performance, security and support updates to content and navigation. Cookies are also used for web analytics and remarketing.

7.3. Web analytics tools are used to collect, analyse and report non-personal, anonymous and aggregated data about website usage and visitor behaviour to improve system, network and technical performance and analyze digital channel effectiveness. These tools work by tagging web pages to capture a limited amount of data, which is used for aggregate reporting purposes by authorized Banff Centre personnel responsible for maintaining and optimizing the Website. This data cannot be used to identify you.

7.4. Remarketing tools are used to collect non-personal, anonymous and aggregated data to display targeted advertisements to online visitors based on their previous browsing behavior. These tools work by using tracking technologies, including cookies, web beacons and pixel tracking tools, to assess the efficacy of advertising campaigns and deliver personalized content and promotions that are relevant to your interests. This data cannot be used to identify you.

7.5. The data collected through cookies, web analytics and remarketing tools is used solely for the purposes stated above. It may be shared with authorized Banff Centre personnel or third-party service providers involved in web analytics and remarketing activities. It is not used or disclosed for any other purpose unless required by law. We take reasonable measures to protect the confidentiality and integrity of this data but cannot guarantee absolute security.

7.6. If you do not wish to use cookies, web analytics and remarketing tools, you can modify your browser settings to reject cookies or utilize opt-out mechanisms provided by specific web analytics and remarketing tools, if available. Please note that opting out may impact your browser experience and the effectiveness of targeted advertisements. Some functionality of this Website also requires cookies in order to function properly. Please refer to the help information in your browser for more information.

8. Use of Personal Information for Targeted Advertising

8.1. Banff Centre may use limited personal information such as your email address, telephone number, and postal code, for the purpose of creating custom advertising

audiences on third-party platforms, including but not limited to Meta (Facebook, Instagram) and Google Ads (the “**Targeted Advertising**”).

8.2. Personal information is hashed prior to transmission for use in accordance with the terms and privacy policies of the third-party platforms. Banff Centre does not share personal information in a directly accessible format, and such data is not used for any purpose other than Targeted Advertising.

8.3. Targeted Advertising allows Banff Centre to present relevant information about Banff Centre programs and offerings to individuals who have previously engaged with the Website, as well as to identify similar audiences who may be interested in Banff Centre’s activities.

9. CASL

9.1. Banff Centre respects your contact preferences and takes Canada’s Anti-Spam Legislation (CASL) seriously. Your consent (explicit or implied) is required before Banff Centre sends you commercial electronic messages. Banff Centre will always allow you to unsubscribe from its commercial electronic messages at any time.

10. User Submissions and Forms

10.1. The Internet is not a secure medium and privacy cannot be guaranteed. Internet e-mail is vulnerable to interception and forgery. Banff Centre does not accept and expressly disclaims any and all responsibility or liability for any damages, liabilities or costs of any kind or for any loss whatsoever and howsoever caused by the transmission of User Submissions through this Website or for any errors or changes made to any such transmitted User Submissions.

11. Technologically Harmful Materials

11.1. In using this Website, you agree that you will not use any device, software or routine to interfere with or attempt to interfere with the proper working of the Website. You agree that you will not submit computer viruses, destructive code or other technologically harmful material to this Website or use any automatic device or manual process to impose an unreasonable or disproportionately large load on its infrastructure or to prevent fair and equitable access to any web-based systems or resources.

11.2. While every effort is made to ensure that all information content provided throughout this Website does not contain computer viruses, destructive code or other technologically harmful material, Banff Centre cannot and does not guarantee or warrant that files or data available for download will be free of computer viruses, destructive code or other technologically harmful material.

11.3. You are solely and entirely responsible for your use of this Website and its contents and Banff Centre does not accept and expressly disclaims any and all responsibility or liability for any damages, liabilities or costs of any kind or for any loss whatsoever and howsoever caused by computer viruses, destructive code or other technologically harmful material that may impact your computer equipment, programs, data, or other material due to your use of this Website. You should take reasonable and appropriate precautions to scan for technologically harmful material and should ensure that you have up to date anti-virus software and a complete and current backup of your computer's contents.

12. Indemnification

12.1. To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Banff Centre, its employees, officers, governors, agents, contractors, volunteers, suppliers, licensees or licensors, from and against any claim or demand made by any third party, and all liabilities, damages or costs of any kind or for any loss whatsoever and howsoever caused, arising out of, or in connection with, your use or misuse of this Website or breach of this Website Privacy Website Terms and Conditions of Use.

13. Governing Law

13.1. This Website Privacy Website Terms and Conditions of Use, and all claims arising out of or relating to their interpretation, validity or termination, shall be governed exclusively by and construed in accordance with the laws of the Province of Alberta. You hereby consent and submit to the exclusive jurisdiction of the courts of the Province of Alberta in any action or proceeding instituted under or related to your use of this Website or this Website Privacy Website Terms and Conditions of Use.

14. No Waiver

14.1. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Website Privacy Website Terms and Conditions of Use operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Severability

15.1. If any term or provision of this Website Privacy Website Terms and Conditions of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Website Privacy Website Terms and Conditions of Use or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Suspension and Termination

16.1. Banff Centre may, in its sole discretion, suspend or terminate your right to use this Website, or any part of the Website, at any time without notice. In the event of suspension or termination, you are no longer authorized to access this Website or the part of this Website affected by such suspension or termination. The restrictions imposed on you with respect to both this Website and its contents set out in this Website Privacy Website Terms and Conditions of Use shall survive suspension or termination.