

The following Terms and Conditions have been created to disclose the regulations and practices for South Okanagan Motorsports Corporation's website: Area27.ca.

Agreement Between User and South Okanagan Motorsports Corporation Website

Area 27's website is comprised of several sections and webpages operated by the South Okanagan Motorsports Corporation. Users are granted site access to the Area 27 website conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Area 27 website constitutes your agreement to all such terms, conditions, and notices.

Modification to Terms of Use

South Okanagan Motorsports Corporation reserves the right to change the terms, conditions, and notices at anytime without notice under which the Area 27 website is offered.

Trademark, Copyright, and Intellectual Property

Area 27 is a registered trademark and all materials found on the Area 27 website are copyright property of SOMC. Documents (including text, graphics, artwork, audio, video, and other media formats) available on the Area 27 website, and Social Media channels, are protected by Copyright. Reproduction and/or redistribution of this material by any means and in any format is expressly prohibited, without prior written permission from South Okanagan Motorsports Corporation.

Organizations and individuals looking to promote an event may access select Area 27 intellectual property, subject to Area 27's final approval prior to publishing.

User Conduct: Prohibiting Unlawful or Banned Use

As a condition of your use of the Area 27 website, you warrant South Okanagan Motorsports Corporation that you will not use the Area 27 website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

Users are not permitted to use Area 27's website in any manner of conduct that could damage, disable, overburden, or impair South Okanagan Motorsports Corporation or interfere with any other party's use and enjoyment of the South Okanagan Motorsports Corporation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Area 27's website.

Use of Communication Services

Area 27's website may contain comment areas, news groups, forums, communities, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group. Herein these services will be referred to as "Communication Services". You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

The user agrees to the following when using a communication service, not limited to the examples listed below. The user will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines
- Log or Collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

South Okanagan Motorsports Corporation has no obligation to monitor any communication services on the Area 27 website, however, reserves the right to review materials posted and to remove any materials at it's sole discretion.

South Okanagan Motorsports Corporation reserves the right to:

- Terminate access to any or all communication services at any time without notice for any reason whatsoever.
- To disclose any information, at any time, as necessary to satisfy any applicable law, regulation, legal process or governmental request
- To edit, refuse to post, or to remove any information or materials, in whole or in part, at South Okanagan Motorsports Corporation's sole discretion.

Area 27 advises caution when giving out any personal information about yourself or relatives on any communication service. South Okanagan Motorsports Corporation does not control or endorse the content, messages or information found in any communication service and, therefore, South Okanagan Motorsports Corporation specifically disclaims any liability with regard to any and all communication services including any actions resulting from your participation with regard to any communication service.

Contractors, clients, employees, and hosts are not authorized Area 27 spokespersons, and their views do not necessarily reflect those of South Okanagan Motorsports Corporation.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Content or materials (referred to herein as "Submission") provided to Area 27 or posted to the Area 27 website does not claim ownership of the materials you provide to South Okanagan Motorsports Corporation (including feedback and suggestions) or post, upload, input or submit to the Area 27 website. However, by posting, uploading, inputting, providing, or submitting your Submission you are granting South Okanagan Motorsports Corporation, its affiliated companies, and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

Liability Disclaimer

The information, software, products, and services included in or available through the South Okanagan Motorsports Corporation website may include inaccuracies or typographical errors. Changes are periodically added to the information herein.

South Okanagan Motorsports Corporation and/or its suppliers may make improvements and/or changes to the Area 27 website at any time. Advice received via the South Okanagan Motorsports Corporation website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

South Okanagan Motorsports Corporation and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the South Okanagan Motorsports Corporation website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. South Okanagan Motorsports Corporation and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall South Okanagan Motorsports Corporation and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the South Okanagan Motorsports Corporation website, with the delay or inability to use the South Okanagan Motorsports Corporation website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the South Okanagan Motorsports Corporation website, or otherwise arising out of the use of the South Okanagan Motorsports Corporation website, whether based on contract, tort, negligence, strict liability or otherwise, even if South Okanagan Motorsports Corporation or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Area 27 website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Area 27 website.