

Terms of Use

Please read these Terms of Use carefully before using this website (“Site”) and print a copy for your records. This Site is provided to you by Vachon. Your access to and use of this Site is subject to these Terms of Use. By accessing and using this Site you (“you”) agree to be bound by these Terms of Use whether or not you have read them. **If you do not agree to these Terms of Use, do not access or use this Site.** Vachon may at its sole discretion modify these Terms of Use at any time and such modifications will be effective immediately upon being posted on this Site. Please check these Terms of Use periodically for any modifications. **If you do not agree to any modifications of these Terms of Use, you must immediately stop using this Site.** Your continued use of this Site following posting of the modifications will indicate your acceptance of these modified Terms of Use.

1. Availability

The services and functionalities provided on this Site are provided for your convenience only and may be modified or removed at any time from this Site, or they may be unavailable from time to time.

2. Reliance On Information

This Site may include inaccuracies or typographical errors that may be corrected as they are discovered at Vachon’s sole discretion.

3. Changes to this Site

Changes may be made at any time to the information, names, text, software, images, pictures, games, logos, trade-marks, functionalities, products and services and any other material displayed on, offered through or contained on this Site.

4. Privacy Policy

Vachon’s personal information practices on this Site are governed by Vachon’s [privacy statement](#). Please review this privacy statement and print a copy for your records. This Site does not intend to target or collect personal information from individuals under the age of majority.

5. Links

This Site may contain links or references to third party websites. These links are provided for your convenience only. No endorsement of any third party products, services or information is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to this Site. Any information, data, opinions, recommendation,

products or services provided by such third parties through links to other websites or otherwise made available through their websites are solely those of such third parties and not of Vachon or its affiliates. Your use of such third party websites is subject to the terms and conditions of use and the privacy policies of such websites.

You may not create a link to this Site without the prior written consent of Vachon.

6. Your Obligations

- Your use of this Site will be in compliance with all applicable laws and regulations. You will not: (i) use this Site to post, disseminate or transmit unauthorized advertising, promotional materials, chain letters, junk mail or any other type of unsolicited mass email; (ii) omit, delete, forge or misrepresent transmission information, including without limitation headers, return mailing and Internet protocol addresses, or otherwise manipulate identifiers to disguise the origin of any content; (iii) impersonate any individual or entity, or falsely state or otherwise misrepresent an affiliation with any individual or entity; (iv) engage in any activities intended to withhold or cloak identity or contact information; (v) send harassing and/or threatening messages to others; (vi) transmit any viruses or other disabling mechanisms; (vii) use this Site for any illegal purpose, in violation of any applicable laws or regulations; (viii) engage in any Internet activities that would violate the privacy rights of others; (ix) attempt to penetrate security measures of this Site or obtain or bypass others' passwords; or (x) engage in denial of service attacks, or take actions designed to impair network access by flooding this Site or the Internet with useless traffic.
- You agree that you are responsible for your own communications and that you will not post, disseminate or transmit any content on or through this Site that: (i) is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortuous, libelous, or invasive of another's privacy; (ii) infringes or violates any party's copyright, trademark, trade secret, patent or other proprietary rights; (iii) you do not have the right to disseminate or transmit under law, or contractual or fiduciary relationships; or (iv) contains personally identifiable information not belonging to you, including without limitation any personal information belonging to minors;
- You acknowledge and agree that you are solely responsible for your account and the security of your password relating to such account and that you will not disclose it to any third parties. In addition, you will promptly advise Vachon of any unauthorized use of your password.

- Vachon makes no representation or warranties that materials in this Site are appropriate or available for use outside of Canada. If you are accessing this Site from outside of Canada, you are doing so on your own initiative and are responsible for compliance with applicable laws, if and to the extent applicable. The products referred to on this Site may not be available outside of Canada.

7. Your Materials

Messages submitted to this Site by electronic mail or otherwise, including without limitation any data, questions, comments, suggestions or the like are, and will be treated as, non-confidential and non-proprietary. By submitting a message to this Site, you acknowledge that any information disclosed by you therein (i) may be used by any third party; (ii) is not confidential and may be read or intercepted by others; (iii) creates no confidential, fiduciary, contractually implied or other relationship between you and Vachon other than pursuant to these Terms of Use; and (iv) is subject to the grant of rights regarding Your Materials described below.

You may from time to time post information, materials, ideas, opinions, concepts, votes, know-how, techniques, creative ideas or any content (collectively “Your Material”) on this Site or transmit Your Materials to Vachon through this Site. You understand and agree that Vachon may, at its sole discretion, decide not to post Your Materials on this Site or make modifications to Your Materials prior to posting it. You further understand and agree that Vachon assumes no responsibility for reviewing unsolicited ideas for its business (like product or advertising ideas) and will not incur any liability as a result of any similarities between your ideas and/or Your Materials and future Vachon products or programs. This means that Vachon has no obligation to treat Your Materials, including without limitation your idea submissions, confidentially. You hereby grant to Vachon a worldwide, irrevocable, royalty-free, perpetual license to use, produce, reproduce, create derivative works from, modify, adapt, publish, translate, display, distribute, broadcast, communicate to the public by telecommunication or circulate Your Materials and to sub-license any such rights. You hereby waive all moral rights that you may have in Your Materials.

You represent and warrant that you are the author of Your Materials and that they do not infringe the intellectual property or other proprietary rights of any third party.

8. Contests and Coupons

This Site may run contests from time to time. All such contests will be subject to the applicable contest rules. By entering into the contest, you signify your agreement to the applicable contest rules as well as the terms set out in these Terms of Use.

All coupons provided on this Site are subject to the terms and conditions applicable to such coupons.

9. Intellectual Property

The materials displayed on or contained within this Site including, without limitation, all software, design, text, photographs, illustrations, games, audio clips, video clips, tools, artwork and other graphic materials, and names, logos, trade-marks and service marks and any other content (collectively the “**Vachon Materials**”), are the property of Vachon and/or its licensors and are protected by copyright, trade-mark and other intellectual property rights and laws.

Vachon name, design and related marks are trade-marks of Vachon Bakery Inc. © 2019 Vachon Bakery Inc. All rights reserved.

Vachon hereby grants you a personal, non-exclusive, non-assignable and non-transferable license to use and display the VACHON Materials for non-commercial and personal use only; provided that you maintain all copyright and other notices contained in such VACHON Materials. You agree not to produce, reproduce, modify, publish, create derivative works from, display, perform, translate, distribute, adapt, broadcast, communicate to the public by telecommunication or circulate any VACHON Materials to any third party (including, without limitation, the display and distribution of VACHON Materials via a third party website) without the express prior written consent of Vachon. Unless expressly permitted herein, any use of Vachon Materials is only permitted with the express written permission of Vachon and/or its licensors. You further agree that you will not disassemble, decompile, reverse engineer or otherwise modify the Materials.

10. Forward Looking Statements

This Site may contain forward-looking statements that are based on current expectations, estimates, forecasts and projections about the industries in which Vachon operates and beliefs and assumptions made by the management of Vachon. Such statements include, but are not limited to, statements with respect to Vachon’s objectives and goals, as well as statements with respect to Vachon’s beliefs, plans, objectives, expectations, anticipations, estimates and intentions. Words such as “expect”, “anticipate”, “intend”, “attempt”, “may”, “will”, “plan”, “believe”, “seek”, “estimate”, and variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve assumptions and risks and uncertainties that are difficult to predict.

11. Disclaimer of Warranties

This site, its contents, the Vachon materials, and any products, functionalities and services offered or contained herein are provided on an "as is" basis and on an "as available" basis. Vachon makes no representations, warranties,

guarantees or conditions of any kind, whether express, legal or implied, arising from statute, course of dealing, usage of trade or otherwise, with respect to this site, its contents, the Vachon materials or such links, products, functionalities and services offered or contained herein, and disclaims all such representations, warranties, guarantees and conditions, including without limitation, representations, warranties, guarantees and conditions of merchantable quality, quality or fitness for a particular purpose, non-infringement of third party rights, error-free or uninterrupted service, accuracy, availability, reliability, security, currency and completeness arising from or relating to this site, its content or any links, products, functionalities or services provided through this site. In addition, Vachon does not provide any representation, warranty, guarantee or condition that the information accessible via this site is accurate, complete or current. All representations, warranties, guarantees and conditions are hereby disclaimed to the maximum extent permitted by applicable laws.

You understand and agree that products displayed on this site may not reflect actual packaging.

12. Limitation of Liability

In no event shall Vachon and its affiliates and any of their respective directors, officers, employees, agents, mandataries or other representatives be liable for any direct, indirect, special, incidental, consequential, punitive or aggravated damages (including without limitation damages for loss of data, goodwill, income or profit, loss of or damage to property and third party claims) or any other damages of any kind, arising out of or in connection with: this site; any Vachon materials, information, qualification and recommendations appearing on this site; any links, products, functionalities or services offered through, contained in or advertised on this site; your account and password; failure of performance, error, omission, interruption, defect, delay in operation, computer virus, communication line failure, theft, destruction or unauthorized access to, or alteration of, or inability to use this site whether or not arising from breach of contract, tort, civil liability or otherwise and even if Vachon has been advised of the possibility of such damages. This exclusion of liability shall apply to the fullest extent permitted by law.

You acknowledge that you will be fully liable for all damages resulting directly or indirectly from your use of this site and your materials. Vachon shall not be responsible for your materials or the materials of any other users submitted to this site.

13. Indemnification

You agree to indemnify and hold harmless Vachon and its affiliates and their respective directors, officers, employees, agents, mandataries or other representatives from and against all claims, liability and expenses, including

without limitation all legal fees and costs arising from or relating to (a) your breach of these Terms of Use; (b) your use of this Site including without limitation transmission or placement of information or material by you on this Site; and (c) any claim or allegation that Your Materials infringe the intellectual property or other proprietary rights of any third party.

14. Termination

Vachon may at any time and at its sole discretion terminate your right to use this Site.

15. Governing Law

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario, with the exception of agreements with residents of Quebec in which case these Terms of Use shall be governed by, construed and enforced in accordance with the laws of the province of Quebec, and in each case the laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario except for residents of Quebec, to the courts in the District of Montreal, Province of Quebec.

16. General

These Terms of Use constitute the entire agreement between you and Vachon with respect to your use of this Site and supercede all previous agreements, understandings and representations relating thereto. No failure by Vachon or you to exercise any rights, powers or remedies hereunder or its delay to do so shall constitute a waiver of these rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy. If any provision of these Terms of Use or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of these Terms of Use, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. Sections 7, 9, 10, 11, 12, 13, 15 and 16 shall survive the termination of your right to use this Site.

Last Updated 19 December, 2019