**TERMS & CONDITIONS**

**1. Introduction**

This website is operated by **Potato Growers of Alberta**. The terms “we”, “us”, and “our” refer to **Potato Growers of Alberta**. The use of our website is subject to the following terms and conditions of use, as amended from time to time (the “Terms”). The Terms are to be read together by you with any terms, conditions or disclaimers provided in the pages of our website. Please review the Terms carefully. The Terms apply to all users of our website, including without limitation, users who are browsers, consumers, members, affiliates and/or contributors of content. If you access and use this website, you accept and agree to be bound by and comply with the Terms and our Privacy Policy.

**2. Use of our Website**

**By using our website, it will be** for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation, in violation of any intellectual property or privacy law. You will not use our website to conduct any activity that would constitute a civil or criminal offence or violate any law and you will not attempt to interfere with our website’s network or security features or to gain unauthorized access to our systems.

**3. General Conditions**

We reserve the right to make any modifications to the website, including terminating, changing, suspending or discontinuing any aspect of the website (including our Privacy Policy) at any time, without notice. We may impose additional rules or limits on the use of our website.

We will not be liable to you or any third party for any modification, suspension or discontinuance of our website or for any service, content, feature or product offered through our website.

**4. Products or Services**

All purchases through our website are subject to product availability. We may, in our sole discretion, limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, geographic region or jurisdiction.

Prices for our products are subject to change, without notice. Unless otherwise indicated, prices displayed on our website are quoted in ***Canadian dollars***.

We reserve the right, in our sole discretion, to refuse orders we believe may be false or fraudulent; we will be entitled to cancel the order and inform the relevant authorities.

**5. Links to Third-Party Websites**

Links from or to websites outside our website are meant for information and convenience only. We do not review, endorse, approve or control, and are not responsible for any sites linked from or to our website, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking. We are not responsible or liable for any difficulties or consequences associated with downloading any of the links.

**6. Use Comments, Feedback, and Other Submissions**

You are responsible for the information, profiles, opinions, messages, comments and any other content (collectively, the “Content”) that you send through our email. You have full responsibility for the Content, including but limited to, with respect to its legality, and its trademark, copyright and other intellectual property ownership.

Any Content emailed to our main office and/or staff will be approved before any content is posted to our website.

You will not post, distribute or share any Content on our website that is protected by copyright, trademark, patent or any other proprietary right without the express consent of the owner of such proprietary right. Your Content will not be unlawful, abusive or obscene nor will it contain any malware or computer virus that could affect our website’s operations. You will be solely liable for any Content that you make and its accuracy. We have no responsibility and assume no liability for any Content sent by you or any third-party.

**7. Your Personal Information**

Please see our Privacy Policy to learn about how we collect and use your personal information.

**8. Errors and Omissions**

Please note that our website may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time, without prior notice (including after an order has been submitted). Such errors, inaccuracies or omissions may relate to product description and pricing, registration, memberships and availability and we reserve the right to cancel or refuse any order placed, based on incorrect pricing or availability information, to the extent permitted by applicable law.

**9. Disclaimer and Limitation of Liability**

You assume all responsibility and risk with respect to your use of our website, which is provided “as is” without warranties, representations or conditions of any kind, either express or implied, with regard to information accessed from or via our website, including without limitation, all content and materials, and functions and services provided on our website, all of which are provided without warranty of any kind, including but not limited to warranties concerning the availability, accuracy, completeness or usefulness of content or information, uninterrupted access, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We do not warrant that our website or its functioning or the content and material of the services made available thereby will be timely, secure, uninterrupted or error-free, that defects will be corrected, or that our website or the servers that make our website available are free of viruses or other harmful components.

The use of our website is at your sole risk and you assume full responsibility for any costs associated with your use of our website. We will not be liable for any damages of any kind related to the use of our website.

In no event will we, or our affiliates, and their respective content or service providers, or any of our or their respective directors, partners or employees be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, or lost revenue, lost profits, lost business or sales, or any other type of damage, whether based in contract or tort (including negligence), strict liability or otherwise, arising from your use of, or the inability to use, or the performance of, our website or the content or material or functionality through our website, even if we are advised of the possibility of such damages.

Certain jurisdictions do not allow limitation of liability or the exclusion or limitation of certain damages. In such jurisdictions, some or all of the above disclaimers, exclusions, or limitations, may not apply to you and our liability will be limited to the maximum extent permitted by law.

**10. Indemnification**

You will not indemnify us, and hold us and our affiliates harmless, and our respective partners and employees against any losses, liabilities, claims, expenses (including legal fees) in any way arising from, related to or in connection with your use of our website, your violation of the Terms, including but not limited to, any third party claim that any information or materials provided by you infringe upon any third party proprietary rights.

**11. Images, Video & Sharable Content**

Images posted on our website are for your viewing and not for use in any other personal or public documents, websites, programs, print or other media unless given permission by Potato Growers of Alberta staff in writing. Videos and documents are available to our membership and the general public to use and enjoy as-is and will not be manipulated in any way, shape or form. Copyright laws will apply.

**12. Severability**

If any of the provisions of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Terms, which will continue to be valid and enforceable to the fullest extent permitted by law.

**13. Governing Law**

Any disputes arising out of these Terms, the Privacy Policy, or our products or services offered on our website may be resolved in accordance with the laws of the Province of **Alberta**without regard to its conflict of law rules. Any disputes, actions or proceedings relating to the Terms or your access to or use of our website must be brought before the courts of the Province of **Alberta**in the City of **Taber,** givingPotato Growers of Alberta exclusive jurisdiction and venue of such courts.

**14. Questions or Concerns**

Please send all questions, comments and feedback to us at **pga@albertapotatoes.ca**