



TERMS OF USE FOR ENGAGE CREATIVE TECHNOLOGIES

Updated: August 24, 2024

Introduction

Engage Creative Technologies Inc. (“Engage Creative Technologies,” “we,” “us,” or “our”) owns and operates the Engage Creative fundraising platform and related websites at 5050.live (collectively, the “Platform”). This Platform allows our clients—typically nonprofits like schools, charities, and sports teams (“Clients”)—to create and manage online raffles, sweepstakes, and 50/50 fundraisers (“Fundraisers”). We also offer the public the opportunity to participate in these Fundraisers.

These Terms of Use (“Terms”), together with our Privacy Policy, govern your use of our Platform and services. Please review these Terms carefully, as they establish a legal agreement between you and Engage Creative Technologies.

1. Geographic Limitations and Compliance

Our Platform is available for use in Canada only. Accessing or using the Platform from jurisdictions where it is prohibited by law is not permitted.

2. Acceptance of These Terms

By using the Platform, you agree to these Terms. If you’re accepting on behalf of a company or other legal entity, you confirm that you have the authority to bind that entity to these Terms. If you do not agree or lack authority, you may not use the Platform.

3. Modification of Services

Engage Creative Technologies reserves the right to modify, discontinue, or restrict any aspect of the Platform or its services at any time without notice or liability to users. We are not responsible for any disruptions or interruptions caused by changes to or discontinuation of any Platform features.

4. Disclaimer of Legal Compliance for Fundraisers

By participating in a Fundraiser, you acknowledge that Engage Creative Technologies provides the Platform as a service for Clients to organize their Fundraisers but does not guarantee legal compliance for those Fundraisers. Clients are solely responsible for ensuring that their Fundraisers adhere to all applicable federal, state, and provincial laws, including but not limited to lottery and gaming regulations.

5. Limitation on Class Action Suits



To the fullest extent permitted by law, you and Engage Creative Technologies agree that any dispute resolution proceedings will be conducted on an individual basis only and not in a class, consolidated, or representative action. By agreeing to these Terms, you waive any right to participate in a class action or other representative proceeding against Engage Creative Technologies.

6. Age Requirements

Users must be 18 years or older to access and use this Platform. By using the Platform, you confirm that you meet this age requirement. Engage Creative Technologies disclaims any liability for use by individuals under the specified age.

7. Rights and Licenses

License to Use the Platform: Engage Creative Technologies grants you a limited, non-transferable license to use the Platform and services. This license may be revoked at our discretion.

Intellectual Property: All intellectual property rights, including trademarks, copyrights, and data related to the Platform and services, are owned exclusively by Engage Creative Technologies and its affiliates. You are prohibited from using our content, trademarks, and data beyond what is authorized in these Terms.

Feedback: We welcome your suggestions and feedback, which you agree we may use for any purpose without further obligation to you.

8. Participating in a Fundraiser

By participating in a Fundraiser, you acknowledge that Engage Creative Technologies is not responsible for its management. The Client organizing the Fundraiser is solely responsible for its operation and compliance with laws and rules.

9. Purchases and Payments

Purchases on our Platform are processed through a third-party payment processor. You agree to provide accurate payment information and understand that Engage Creative Technologies is not responsible for the payment processor's performance or any third-party fees.

10. User-Generated Content

By submitting content (like comments, posts, or feedback) to the Platform, you grant us a licence to use it as needed to support the operation of the Platform. You retain ownership but permit us to display, distribute, and modify it for our business purposes.

11. Disclaimers



Our Platform, content, and services are provided “as-is,” without warranty of any kind. Engage Creative Technologies makes no guarantees about the accuracy or reliability of content, services, or information provided on the Platform.

12. Limitations of Liability

Engage Creative Technologies is not liable for indirect, incidental, or consequential damages related to your use of the Platform. The total liability for any claims related to the use of the Platform will not exceed five Canadian dollars (\$5.00 CAD).

13. Indemnification

You agree to indemnify Engage Creative Technologies against any claims arising from your use of the Platform, breach of these Terms, or violation of the rights of others.

14. Governing Law and Jurisdiction

These Terms are governed by the laws of Newfoundland and Labrador, Canada, and any disputes will be resolved in St. John’s, Newfoundland and Labrador.

15. Copyright and Intellectual Property Claims

If you believe that content on the Platform infringes upon your intellectual property, please contact us with details of your claim.

16. Termination

Engage Creative Technologies may terminate your access to the Platform for violations of these Terms or any unauthorized activities.

17. General Provisions

These Terms represent the entire agreement between you and Engage Creative Technologies. You may not transfer your rights under these Terms without our prior written consent. Should any part of these Terms be deemed unenforceable, the remaining provisions will remain in effect.

18. Contact Us

If you have any questions or concerns about these Terms or the Platform, please contact us.