

Criteria for Posting

Members of the public may submit event information for inclusion on the City's Events Calendar if that event meets the following criteria:

- The event is being held within the City of Saint John.
- The event is open to the general public and does not require membership.
- The event highlights the arts, culture, and recreation experiences of the City of Saint John. Events that fall outside of these categories would not be included in the Events Calendar.
- The event has a broad appeal to residents and visitors.
- The event is organized by a group affiliated with the City of Saint John or the recipient of funding or sponsorship from The City of Saint John.
- Both free and ticketed events are eligible.
- Commercial businesses facilitating events that act as fundraisers for non-profit organizations may be included.
- Events must be time specific and include a start date and end date.
- Events must be held in a physical location that can be accessed by the public. If this is not possible due to public health and safety protocols, events that are typically held in person and must be live streamed may be included.
- Events must follow current provincial health protocols.
- Events shall not promote hatred or derision of any group and shall not discriminate on any grounds covered by the New Brunswick Human Rights Act, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender, religion, marital status, family status, ability, or political affiliation.
- Events that conflict with any applicable laws, City By-laws, or policies are **not** permitted.
- Retail promotions and events that are commercial in nature are **not** eligible. Definitions include events hosted by retail stores, including the advertising of businesses, sidewalk sales, store sales, and events that attempt to promote or sell products or services of an individual or a for-profit business.
- Class or camp registration days will **not** be included.
- Yard sales, garage sales, bottle drives, car washes, and similar events will **not** be included.
- If the City becomes aware of any violation of these principles, the event will immediately be removed from the City of Saint John's Events Calendar without notice or penalty.

Terms of Use

To proceed with the application for registration of an event on the City of Saint John's Events Calendar, residents must read and consent to the Terms of Use:

- By using the City of Saint John's website to apply for registration of your event on the City of Saint John's Events Calendar (the 'Site'), you agree to the current version of these Terms of Use (the 'Terms'). The City of Saint John (the 'City') may change the Terms at any time without notice. The changed Terms will be posted on the Site, and you should read them before using the Site.
- The City operates the Site as a service to anyone wishing to post their event or festival on the City of Saint John Events Calendar. The City makes every effort to ensure the accuracy and completeness of the information on the Site but does not guarantee the accuracy and completeness. You agree to accept the information found on the Site "as is" and, if you rely on the information, it is at your own risk.
- The Site may have links to external sites and the City is not responsible for the information found there. External sites may have their own terms of use that you must follow. The City's privacy statement does not

apply to external sites. If you gain access to external sites through links on the Site, you do so at your own risk. The City does not endorse sites found through links on the Site and is not necessarily associated with those sites.

- Other than the information you may submit to the City for inclusion on the City of Saint John's Events Calendar, the text, images, and data on the Site (the 'Content') are protected by the Canadian Copyright Act. The City grants you a personal non-exclusive license to read, download, and print copies of the Content. You may reproduce the Content of the Site for non-commercial purposes if you cite the City as the source. This citation must refer to the City's copyright and include the web address where the Content was located. If Content on the Site refers to the copyright of another person or organization, you must get written permission from the owner of that copyright before making use of that Content when you gain access through the Site.
- The Municipal Freedom of Information and Protection of Privacy Act (the 'Act') applies to all information collected by the City. The information will only be collected, used, and disclosed in accordance with the Act. Please refer to the City's privacy and security policy for more information.
- I agree that by submitting the application for registration of an event on the City of Saint John's Events Calendar, I am giving the City permission to reproduce, for the purpose of the Calendar, any text and/or photographs I have submitted as part of the application. I represent and warrant that I have the authority to give this permission and that giving this permission does not infringe any other person's rights in the text and/or the photographs. I agree to indemnify, defend, and hold the City and its officials, employees, agents, and representatives harmless from any liability, loss, claim, and expense, including reasonable lawyer's fees, any of them suffers as a result of a breach of such representation or warranty.
- To use the Site, you also agree to the following terms:
 - You will not change any information or material found on the Site including any information posted by other users;
 - You will not violate (or try to violate) the security of the Site by hacking, cracking, mail bombing, mounting a denial-of-service attack, breaching of netiquette, or any other similar malicious, careless, or negligent acts;
 - You will not impersonate any other person or entity or make any misrepresentations.
 - You will not upload any content that is unlawful, harmful, threatening, vulgar, obscene, libelous, or otherwise objectionable and that may invade another's right of privacy;
 - You agree that the City is not responsible for any loss, damage, or injury that you may experience as a result of using the Site including, but not limited to, situations caused by viruses or other technical problems;
 - You agree to be bound by Provincial laws in your use of the Site and you agree that any court proceedings relating to your use of the Site will take place in New Brunswick; and
 - You agree that even if the City does not insist on or enforce an item in the Terms, the City still has the right to insist on and enforce that item.