**Website Legal Terms and Conditions**

("TERMS AND CONDITIONS")

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF THIS WEBSITE INCLUDING ALL CONTENT, INFORMATION, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE, INCLUDING MARKETPLACE (COLLECTIVELY, THE **“WEBSITE”**) AND YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING THIS WEBSITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

**General**

This Website is owned and operated by Thrifty Winnipeg in accordance with these Terms and Conditions. Thrifty Winnipeg may modify these Terms and Conditions from time to time, for any reason, by posting revised Terms and Conditions on this Website. Please review these Terms and Conditions from time to time so you will be apprised of any changes. If you continue to use this Website after the revised Terms and Conditions have been posted, you will be deemed to have agreed to them.

If you become aware of any misuse of the Website, please [**contact us**](https://thriftywinnipeg.ca/contact) by email.

**The Content of this Website / Intellectual Property**

All content which forms a part of this website, including without limitation, all text, information, pricing, design, graphics, sounds, drawings, photographs, e-mails, video, code, software, tradenames and all organization and presentation of such content (collectively, the "Content"), is subject to proprietary rights provided under intellectual property law including without limitation patent, copyright, trademark, and trade secret laws. You acknowledge and agree that the ownership right and title to such rights will continue and remain with Thrifty Winnipeg or its licensors, as the case may be. You are permitted to view and download a single copy of the Content and print hard copies of pages from this Website for your own non-commercial and lawful use, provided you keep intact all copyright and any other proprietary notices contained in the original Content. Except as expressly authorized by these Terms and Conditions, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Content in any form or by any means, without the prior written authorization of Thrifty Winnipeg or the respective copyright owner. Names, words, logos, slogans and images used on this Website are the property of and are subject to trade-mark rights held by Thrifty Winnipeg. Certain other trade-marks, trade names, words, logos, slogans and images depicted on this Website are the property of their respective owners. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the owner of the property. Thrifty Winnipeg reserves the right to enforce its intellectual property rights to the fullest extent of the law.

**Links to Third Party Websites**

This Website may contain links to other websites which are provided only as a convenience to you. The provision of any link does not constitute an endorsement of such website by Thrifty Winnipeg. All such other websites are independent from this Website and from Thrifty Winnipeg. Thrifty Winnipeg has no control over and expressly disclaims any liability for such other websites and their content. Any transactions that take place between you and the third party are directly with the third party and Thrifty Winnipeg is not and shall not be held responsible for any loss or damage that you may incur as a consequence thereto. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

**Warranties, Disclaimers and Exclusion of Liability**

You expressly understand and agree that: The Website and its Content are provided on an “as is” and “as available” basis and your use of (or inability to use) this Website and the Content is at your own risk. Thrifty Winnipeg and its affiliates, directors, officers, employees, agents and representatives expressly disclaim all warranties of any kind, whether express or implied including, but not limited to, the implied warranties of products, for a particular purpose and non-infringement. Without limiting the generality of the foregoing, Thrifty Winnipeg makes no warranty that: (i) the Website will meet your requirements or will be uninterrupted, timely, secure, or error free; (ii) information that may be obtained will be accurate or reliable; (iii) the quality of any products, services, information or other material obtained by you through the Website will meet your expectations or needs; and (iv) any errors in the Website will be corrected. Thrifty Winnipeg assumes no responsibility, and shall not be liable, for any damages to, or any viruses affecting your computer equipment or other property on account of your access to or use of this Website. You agree that your sole remedy in the event of any problem with your use is to cease using this Website.

In addition, all products and services purchased on or through the Website are subject to any applicable warranties of their respective sellers, manufacturers, distributors and/or suppliers, if any. To the fullest extent permissible by applicable law, Thrifty Winnipeg disclaims all warranties of any kind, either express or implied, including any implied warranties, with respect to the products and services listed or purchased on or through the Website. Without limiting the foregoing, Thrifty Winnipeg disclaims liability for product defect or failure, claims that are due to normal wear and tear, product misuse, abuse, product modification, improper product selection and non-compliance with any printed directions. Thrifty Winnipeg attempts to be as accurate as possible. However, Thrifty Winnipeg does not warrant that product descriptions or other content of any product or service on the Website is accurate, complete, reliable, current, or error-free. If a product offered on the Website is not as described, your sole remedy is to return it in unused condition.

In no event shall Thrifty Winnipeg or any of its directors, employees, officers, agents and representatives and their respective successors and assigns be liable for any loss or damages whatsoever arising out or related to access to or use of this Website or the Content, or any other website linked to this Website, regardless of whether such loss or damages are based on warranty, contract, tort (including negligence), strict liability, products liability or other theories of liability, including without limitation liability for direct, indirect, special, punitive, incidental or consequential damages. Without limiting the generality of the foregoing, Thrifty Winnipeg and its affiliates, directors, officers, employees, agents and representatives and their respective successors and assigns shall not have any liability: (i) as a publisher of information; (ii) as a reseller of any products or services; (iii) for any incorrect or inaccurate information; (iv) for any unauthorized access to or disclosure of your transmissions or data; (v) for statements or conduct of any third party on the Website; or (vi) for any other matter relating to this Website or any third party website.

Notwithstanding anything to the contrary, the sole and entire maximum liability of Thrifty Winnipeg for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product, information or service purchased by you from Thrifty Winnipeg on this Website. Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

**Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Thrifty Winnipeg, its affiliates and related companies, and each of their respective directors, officers, employees, agents and representatives from and against all claims, liability, losses, damages, expenses, and costs, arising out of: (i) your use of the Website; (ii) any activity related to your account by you or any other person; (iii) any material that you submit to, post on or transmit through the Website; (iv) your infringement or violation of any rights of another; or (v) your breach or alleged breach of these Terms and Conditions.

**Applicable Law and Jurisdiction**

You agree that (a) all matters relating to access to, use of, or purchases through the Website will be governed by the laws of Manitoba and the federal laws of Canada applicable to Manitoba (b) the courts of Manitoba have jurisdiction; (c) the United Nations Convention on Contracts for the International Sale of Goods will not apply; and (d) you are responsible for complying with all local laws.

**Online Shopping Terms and Conditions**

Purchase Policies: If you make a purchase at this Website, your purchase will be subject to additional purchase terms and conditions found on the Website or shared with you, including but not limited to policies relating to shipping and returns (collectively, **“Purchase Policies”**). BY SUBMITTING PAYMENT INFORMATION IN CONNECTION WITH ANY PURCHASE, YOU AGREE TO THRIFTY WINNIPEG’S PURCHASE POLICIES.

Payment: You agree to pay for all charges noted herein as payable by you. All prices listed on this Website are in Canadian dollars and all charges will be processed in Canadian dollars.

Effect of errors on Thrifty Winnipeg's part: While Thrifty Winnipeg takes great care to ensure its advertising is accurate, errors and/or inaccuracies may occur. Thrifty Winnipeg may correct errors or inaccuracies and change or update information on this Website at any time without notice, including in respect of prices and availability of items.

Pricing/Purchase Terms: All prices listed on this Website are subject to confirmation. No orders, including their price and shipping, are final or binding until shipped. Thrifty Winnipeg has the absolute discretion to fix pricing errors, which may include the cancelation of your order. You may not use the Website if you are under the age of majority in the jurisdiction in which you live (which in most jurisdictions is either 18 or 19 years of age) or if you cannot form legally binding contracts under applicable law. If you are under the age of majority, then your parent or legal guardian may use the Website on your behalf. Any items purchased on this Website will not be delivered to an address outside of Canada. Thrifty Winnipeg reserves the right to: (i) limit the quantities of items which you, your family or your company any group can purchase; (ii) reject, correct, cancel or refuse orders; and (iii) determine accounts in its discretion including, without limitation, if Thrifty Winnipeg believes that customer conduct contravenes applicable law, these Terms and Conditions, or is harmful to the interests of Thrifty Winnipeg or its representatives, agents, contractors, suppliers or licensees. Thrifty Winnipeg will use reasonable efforts to deliver items as quickly as possible and within any time periods indicated; however, Thrifty Winnipeg will not be responsible for delays in delivery including but not limited to delays which are beyond its control. Where delivery is delayed, Thrifty Winnipeg will notify you as soon as possible. In order to protect you and Thrifty Winnipeg from fraudulent transactions, Thrifty Winnipeg may provide your transaction-related and other personal information to a reputable third party organization to perform fraud monitoring. Please review our **privacy policy** for more information on how the third party uses your information. Thrifty Winnipeg also reserves the right, at its discretion, not to ship items ordered or purchased on this Website to certain addresses. In the event that Thrifty Winnipeg chooses not to ship an item, you will be notified and any amount charged to your credit card will be refunded.

Delivery Notifications: If you choose to have your item delivered, we may share your contact details (including name, email address and phone number) with our third party shipping companies were and if applicable. We do this to allow the shipping company to notify you (by email, phone or SMS) of shipping details such as when your item is being delivered where applicable. By choosing to have your item delivered, you agree to these notifications as part of the transaction.

**Representations and Warranties**

You understand that the Website is available for your personal and commercial use only. By submitting any content to Thrifty Winnipeg or through this Website, you represent and warrant that: (i) you are the sole author and owner of the intellectual property rights thereto and you voluntarily waive all “moral rights” you may have to such intellectual property; (ii) all content that you post is accurate; (iii) you are at least 13 years old, and; (iv) use of the content you supply does not violate these Terms and Conditions and will not cause injury to any person or entity.

You further agree and warrant that you shall not submit any content: (i) that is known by you to be false, inaccurate or misleading; (ii) that infringes any third party intellectual property rights or rights of publicity or privacy; (iii) that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) that is, or may reasonably be considered to be, defamatory, libelous, hateful, obscene, discriminatory or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (v) for which you were compensated or granted any consideration by any third party; (vi) that includes any information that references other websites, physical addresses, email addresses, contact information, advertisements, other products, offers, “spam” content, or phone numbers, or; (vii) that contains any computer viruses, worms or other potentially damaging computer programs or files.

**Ownership of Content**

For any content that you submit, you grant Thrifty Winnipeg a, perpetual, irrevocable, royalty-free, transferable and fully sublicencable right and license with respect to such content to use, produce, reproduce, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, communicate to the public by telecommunications, distribute, incorporate into any form, medium or technology, each throughout the world in any media for all purposes, including advertising and promotions, without compensation to you. All content that you submit on or through the Website may be used at Thrifty Winnipeg's sole discretion. Thrifty Winnipeg reserves the right to change, condense or delete any content on the Website including but not limited to content that Thrifty Winnipeg deems, in its sole discretion, to violate any provision of these Terms and Conditions. Thrifty Winnipeg does not guarantee that you will have any recourse through Thrifty Winnipeg to edit or delete any content you have submitted. Thrifty Winnipeg has the right but not the obligation to monitor, edit, remove or refuse to post any submission or content for any reason. You acknowledge that you, not Thrifty Winnipeg, are responsible for the content of your submission. None of the content that you submit shall be subject to any obligation of confidence on the part of Thrifty Winnipeg, its agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees. Thrifty Winnipeg takes no responsibility and assumes no liability for any content posted or submitted by you or by any third party.

**Privacy**

Use of the Website is subject to the terms of Thrifty Winnipeg’s **Privacy Policy**, which is hereby incorporated into and made part of these Terms and Conditions. Please carefully review Thrifty Winnipeg’s Privacy Policy. By using the Website, you agree to be bound by the terms of our Privacy Policy.

**Security**

You are prohibited from violating or attempting to violate the security of this Website, including, without limitation: (a) accessing data not intended for you, including logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization; (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of “denial of service” attacks, overloading, “flooding”, “mailbombing” or “crashing”; (d) forging any TCP/IP packet header or any part of the header information in any posting; (e) disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding Thrifty Winnipeg's ability to monitor or make the Website available, or; (f) taking any action in order to obtain services to which you are not entitled.

**Suspension or Termination**

If Thrifty Winnipeg determines, in its sole discretion, that you are in violation of these Terms and Conditions or at risk of violation of these Terms and Conditions, Thrifty Winnipeg may suspend or terminate your use or access to the Website without notice to you, and take any other action available to it at law. Thrifty Winnipeg shall not be liable for any damages of any nature suffered by you or a third party resulting from Thrifty Winnipeg's exercise of its rights under these Terms and Conditions.

**Miscellaneous**

These Terms and Conditions constitute the entire and only Terms and Conditions between Thrifty Winnipeg and each user of the Website with respect to the subject matter of these Terms and Conditions. If any provision of these Terms and Conditions are deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected. The failure of Thrifty Winnipeg to insist upon strict adherence to any term of these Terms and Conditions shall not constitute a waiver of such term and shall not be considered a waiver or limit Thrifty Winnipeg’s right thereafter to insist upon strict adherence to that term or any other term contained in these Terms and Conditions.

**Feedback**

If you wish to share feedback with us about product selection, pricing, ordering, delivery or other customer service issues, please do not submit this feedback through a product review. Instead, email us at online @thriftywinnipeg.ca