



PRIDE TORONTO PARADE TERMS AND CONDITIONS

2021 Virtual Parade Festival Weekend; June 25-27; Parade June 27th

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PRIDE TORONTO VIRTUAL PARADE TERMS AND CONDITIONS

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1. TERMS AND CONDITIONS

- 1.1. Pride Toronto's VirtualParade Terms and Conditions are applicable to all Participants wishing to participate in Pride Toronto's Virtual Parade.
- 1.2. Throughout this document, the "Participant" is referred to as the individual, organization or company looking to participate in the Pride Toronto Virtual Parade. The Participant is responsible for all associated Participants involved with their contingent in the Virtual Parade.
- 1.3. Any violation of any of the conditions within this document will affect the Participant's continued participation with Pride Toronto.
- 1.4. The Terms and Conditions are intended to provide clarity on the rights and responsibilities of Pride Toronto and Participants.
- 1.5. The Parade Terms and Conditions are formulated in the context of the Mission, Vision and Values of Pride Toronto.
- 1.6. The Participant hereby declares that policies upholding equal opportunity and non-discrimination have been adopted, by which discrimination on the grounds of Race, Colour, Creed, National Origin, Religious or Political affiliation, Sex, Age, Personal or Family Relationships, Disabilities, HIV/AIDS, Income Restrictions, Union Affiliation, Sexual Orientation, or Gender Identity/Expression is prohibited by the organization/business or individual.
- 1.7. The Participant confirms that they are of the age of majority and have the authority to assume full responsibility for the behaviour of all persons participating in the contingent falling under this application. The Participant further agrees to comply with and enforce all of Pride Toronto Terms and Conditions and applicable laws and regulations in connection with the event.
- 1.8. Pride Toronto expects (and the contractual terms explicitly state) that the Participant and all their affiliates agree to operate in a manner that is consistent with the celebration of Pride in the communities by respecting the rights of all members of the community to participate in the event; by not presenting images, videos, audio, text or any shared media that is derogatory or behaving in a manner that promotes or may promote degradation, stereotypes, hatred, or violence toward any persons and groups; and by adopting and adhering to appropriate non-discrimination and equal opportunity policies as an organization.
- 1.9. All 2021 Pride Month participation opportunities including but not limited to; StreetFair Booths (Virtual and or Physical), Parade Contingents, Community Events, Advertising (web & guide), Physical activations and all sponsor benefits are non-transferable. Only the logo/trademark of the organization/company that entered into a signed agreement with Pride Toronto is permitted to be displayed in any of the opportunities listed above. No Participants may display the Pride Toronto logo.
- 1.10. Pride Toronto retains the right to update or modify terms and conditions with written notice to Participants. Participants have three (3) business days to raise an issue with Pride Toronto about the modified terms and express interest in removal.



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- 1.11. Pride Toronto retains the right to refuse any application without liability. Pride Toronto retains the right to cancel or modify Pride or Pride events at any time, in part or in full, without liability.

2. APPLICATION INFORMATION

- 2.1. All applications must be received through the Pride Toronto website.
- 2.2. The act of receiving an online application shall not be deemed to impart or imply any obligation for Pride Toronto to accept any bid or application. Upon Pride Toronto's approval of an application, the successful applicant – the Participant - will be notified electronically of their acceptance into the Pride 2021 Virtual Parade.
- 2.3. Applications will be considered incomplete if full payment is not made by the required deadline date.
- 2.4. All Participants must meet category deadlines and payments as outlined in the online application.
- 2.5. Parade participation categories and assets cannot be exchanged, shared, traded, or otherwise changed without the written permission of Pride Toronto. Pride Toronto will solely be responsible to determine how, where and when your asset(s) will be included into the Virtual Parade in accordance with the details outlined in the online application and category designation.
- 2.6. There will be a mandatory information session for all Participant group organizers (or their delegate(s)) to attend. This session will explain the process of the Virtual Parade, ensure that all Participants are aware of Virtual Parade rules, requirements and regulations, day-of logistics and viewing information, and answer any questions Participants may have.
- 2.7. Participants will be given information regarding assets that Pride Toronto will require and/or be responsible for in accordance with the details outlined in the category designation. Pride Toronto reserves the right to vet and/or deny any content, images, collateral et al. that they deem unfit or inappropriate.
- 2.8. If any of the Participants have a Criminal Record, the Participant must disclose that information to Pride Toronto staff during the application process or as soon as they are made aware.

3. PARADE REGULATIONS, ACQUISITION AND USAGE

- 3.1. If any Participant is in violation of the Terms and Conditions set forth in this document, Pride Toronto has the right to ask for Participant removal and has the right to deny future applications from the Exhibitor.
- 3.2. The Participant specifically agrees that Pride Toronto assumes no responsibility for damages to persons or property however caused, as a result of or pertaining to the participation and/or activities of the organization/business or individual.
- 3.3. The Participant will not present any messages - verbal, written, in imagery or otherwise that promotes or condones violence or the incitement of hatred as defined in the Criminal Code of Canada and the City of Toronto's Anti-Discrimination Policy or go against Pride Toronto's Mission, Vision and Values.

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- 3.4. The Participant will respect the right of all members and supporters of our communities, and tailor their parade messaging to be in solidarity.
- 3.5. No Participant may display logos other than their own. No third-party branded sponsorship of any kind is permitted in any of the content and/or assets provided to Pride Toronto, pertaining to the Virtual Pride Parade. Any occurrence of said exposure will result in your removal from the Virtual Pride Parade.
 - 3.5.1. Union Participants are only eligible to display their respective Union logos and not the companies that are part of the Union.
- 3.6. All Charity/ Non-Profit registrants will be required to provide a charity or non-profit registration number.
- 3.7. Copyright release for performances or broadcasts is the sole responsibility of the Participant. Pride Toronto assumes no responsibility or liability whatsoever.
- 3.8. Participants agree that by participating in the Virtual Pride Parade they are irrevocably granting Pride Toronto the right to utilize all the content submitted and/or featured in the Virtual Pride Parade in perpetuity and throughout the universe without any compensation.
- 3.9. Participants agree that they will solely be responsible to retain all moral obligations, permissions and/or waivers from all individuals featured in any content submitted. Pride Toronto will bear no personal and/or financial responsibility to seek permissions, pay for usage and/or license fees for said content.
- 3.10. By engaging in this agreement, you are acknowledging that you are irrevocably giving Pride Toronto full ownership and copyright of the content submitted including the exclusive right to reproduce, distribute, transmit, display, exhibit, project, license, simulcast, advertise and make public in any means. Pride Toronto agrees that it will not commercially profit off of individual participant content submitted or utilize this content in any means that indemnifies.
- 3.11. The Participant is fully responsible for ensuring that they comply with all Federal, Provincial and Municipal regulations (including, but not exclusively, noise, health, fire safety, etc.) which may apply to any aspect of the Participant's participation.
- 3.12. The Participant is fully responsible for any claims, demands, injuries, damages, etc. by/to persons or property resulting from any actions or activities, omissions, statutory violations, or any kind of illegal or wrongful actions or activities of their doing. Infractions may require the revocation of the Participant's permit without compensation.
- 3.13. Each party (the "indemnifying party") agrees to indemnify and hold harmless the other party and its directors, officers, employees, affiliates and controlling persons, if any, from and against any direct losses, liabilities, damages or expenses which any such person may sustain or become subject to as a result of or arising directly out of or in connection with participating in the Virtual Pride Parade.
- 3.14. Pride Toronto and Participants are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them nor impose any liability attributable to such relationship upon either party.
- 3.15. For Participant Disputes please refer to the Dispute Resolution Process in [Appendix A](#).



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4. ACCESSIBILITY

- 4.1. If you have individuals with accessibility needs please contact our Accessibility Team at accessibility@pridetoronto.com.

5. PAYMENTS AND REFUNDS

- 5.1. All payments are to be made online through PayPal or wire transfer. Cash and/or cheques will not be accepted. Applications will not be processed if payment is incomplete.
- 5.2. A Participant has ten (10) business days from purchase to request a refund for their permit. After ten (10) business days, no refund will be offered. All refunds are subject to a 20% administrative fee. Additionally, there will be no refunds if a Participant purchases their category & option within the late sign-up time period (April 2 - May 2 2021).
- 5.3. There will be no refund of fees if a Participant is removed from the Festival/Parade as a result of a breach in terms/regulations..
- 5.4. Pride Toronto will not compensate, refund, discount or in any other way be responsible for a lack of interest of the Participant from the public nor be responsible to track engagement.
- 5.5. The following prices and timelines will be in effect for Pride Toronto 2021 Parade. All prices are subject to 13% HST and a 4% service fee. Payment methods include PayPal, Credit Card (via PayPal), Wire Transfer, and Electronic Transfer.

Prices subject to change without notice.

** Prices are subject to an additional 15% Late Administration Fee.

Option 1:	Option 2:	Option 3:	Option 4:
<ul style="list-style-type: none"> · Honorable mention in the Virtual Parade Live-Stream and placement on the website · Social Media shout-out 	<ul style="list-style-type: none"> · Lower-third mention on main feed during Virtual Parade · Logo recognition as a Parade Participant Partner on Pride Toronto's Official Website 	<ul style="list-style-type: none"> · Lower-third mention on main feed during Virtual Parade in the first 30 mins of show · Logo recognition as a Parade Participant on Pride Toronto's Official Website · Logo reveal on the Virtual Set (LED Wall) Thanking Parade Participants 	<ul style="list-style-type: none"> · Logo recognition as a Parade Participant on Pride Toronto's Official Website · Name recognition on 1 (one) social media post announcing parade participation prior to June 27, 2021 · Digital Pride Guide mention in parade participation recognition category · Live-to-tape company spotlight during the Virtual Parade (:15 seconds max) to be featured in the live-stream · :15 second max promo spot featuring your collective as seen in the Virtual Parade · Logo reveal on the Virtual Set (LED Wall)



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COMMUNITY GROUP - <u>CATEGORY A</u> Reserved for community groups who do not have a non-profit or charity registration number.	REGULAR* Feb16/21 - Apr 1/21	LATE* Apr 2/21 - May 2/21
Option 1:	PWYC \$0 - \$100	Reg + \$300
Option 2:	PWYC \$150 - \$300	Reg + \$300
Option 3:	\$350	Reg + \$300
Option 4:	\$500	Reg + \$300

CHARITY / NON-PROFIT / SMALL UNION - <u>CATEGORY B</u> Registered charities and nonprofits; government departments and organizations; political groups (except political parties) and organizations; student groups; and unions with a membership under 25,000.	REGULAR* Feb16/21 - Apr 1/21	LATE* Apr 2/21 - May 2/21
Option 1:	PWYC \$50 - \$100	Reg + \$300
Option 2:	PWYC \$500 - \$800	Reg + \$300
Option 3:	\$2000	Reg + \$300
Option 4:	\$5000	Reg + \$300

*All prices are subject to 13% HST. An additional 4% Service fee is Applied. Prices subject to change without notice.



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LARGE UNIONS / POLITICAL PARTIES - <u>CATEGORY C</u> Unions with a membership greater than 25,000 members; any federally/provincially registered political party.	REGULAR* Feb16/21 - Apr 1/21	LATE* Apr 2/21 - May 2/21
Option 1:	PWYC \$50 - \$100	Reg + \$300
Option 2:	PWYC \$800 - \$1000	Reg + \$300
Option 3:	\$3000	Reg + \$300
Option 4:	\$8000	Reg + \$300

SMALL COMMERCIAL ENTRY - CATEGORY D

For-profit enterprises with two or fewer retail outlets, physical shops, or franchises, within Canada only. Please contact parade@pridetoronto.com for more information on parade pricing.

LARGE COMMERCIAL ENTRY / SPONSOR ENTRY - CATEGORY E

For-profit enterprises with more than two franchises/outlets, or for businesses with a presence outside of Canada. Please contact Tara Sachs for more information on sponsorship opportunities, including parade pricing (tara@pridetoronto.com).

*All prices are subject to 13% HST. An additional 4% Service fee is Applied. Prices subject to change without notice

If you are a Consulate office, Board of Trade, Tourist Board representing international countries, as well as tourism companies - please contact parade@pridetoronto.com before completing an online application form.

6. SAFETY & HARM REDUCTION

- 6.1. All Participants are responsible for the safety and security of their contingents. Pride Toronto will provide Harm Reduction services within Virtual platforms but will not be held responsible for individual experiences that can arise for the Virtual Pride Parade participation.

7. FORCE MAJEURE

- 7.1. Neither party shall be responsible for or incur any liability to the other for any failure to comply with, or any delay in the performance of, the terms of this Agreement where such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from:

- A. Accident, fire, flood, explosion, pandemic, or acts of God;
- B. Hostile or warlike action in time of peace or war;

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- C. Insurrection, rebellion, revolution, civil war, acts of terrorism, sabotage, civil disobedience, usurped power, or action taken by governmental authority in hindering, combating or defending against such occurrence;
- D. Strikes, slowdowns, lockouts or other labour or employee interruptions or disturbances, whether involving employees of that party or of any other person over which that party has no reasonable control; and/or
- E. Acts, regulations or directives of governmental authority of competent jurisdiction that are reasonably unforeseen.

or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the party claiming the benefit of this paragraph and which that party could not reasonably have protected itself against, provided that the non-performing party provides prompt written notice of such event to the other party and takes all reasonable measures to minimize the effect and duration of such non-performance.

8. LIABILITY RELEASE

- 8.1. In consideration of the acceptance of this application and permission to participate in the Pride Parade, I, for myself, my heirs, executors, administrators, successors and assigns hereby release, waive and forever discharge Pride Toronto staff, board, volunteers, and suppliers, the City of Toronto and all other associations, sanctioning bodies and sponsoring companies, and all their respective agents, officials, servants, contractors, representatives, volunteers, staff, elected and appointed officials, successors and assigns OF AND FROM ALL claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property HOW SO EVER CAUSED, arising or to arise by reason of my participation in the said event, whether as an exhibitor, spectator, Participant, competitor or otherwise, whether prior to, during or subsequent to the event, AND NOTWITHSTANDING that the same may have been contributed to, or occasioned by the negligence of any of the aforesaid.



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9. APPENDIX A

VIRTUAL PARADE PARTICIPATION DISPUTE RESOLUTION

In accordance with the City of Toronto's "Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy", the Dispute Resolution Process (DRP) is established by Pride Toronto to review and resolve complaints about a group's participation in or exclusion from the Virtual Pride Parade. The Board appoints a roster of volunteer Dispute Resolution Officers (DROs) who have relevant professional experience in adjudication and dispute resolution. The DROs do not advocate on behalf of or represent any party in a dispute. The DRP is not a legal proceeding. For greater certainty, the DRP will only consider complaints about the participation or exclusion of a group in the Pride parade or March, or an alleged violation of the rules and policies governing participation in the parade or march. Complaints about any other Pride Toronto activities and decisions not relating to a group's participation in or exclusion from the Pride Parade, and any proposed changes to the by-laws or policies of Pride Toronto, will not be considered through the DRP. This policy governs all complaints received in the 2020 calendar year.

How do I file a complaint through the DRP?

A complaint must be submitted by email to disputeresolution@pridetoronto.com.

The complaint must contain all of the following information:

- a. The complainant's name and phone number and/or email address
- b. The group whose participation or exclusion is the subject of the complaint;
- c. The specific grounds for the complaint, including reference to the particular section in a Pride Toronto by-law, policy, or rule that is alleged to be at issue; and
- d. The exact form of relief or remedy sought by the complainant.

The main body of the complaint – i.e., the specific grounds and relief sought – is limited to 500 words. No other documents should be submitted at this stage. Anonymous complaints or use of pseudonyms are not permitted. Complaints that do not contain all of the required information, are longer than 500 words, or are not submitted by email or by the deadline will not be considered.

A complainant must elect to proceed by mediation, to be followed by arbitration (if mediation fails), or waive mediation and simply elect to proceed to arbitration. Contact information will be provided to the presiding DRO, who may in turn also provide such information to the group affected by the complaint. Pride Toronto cannot guarantee that the names of complainants, or their contact information or complaints, or the results of the DRP, will not become matters for the public record.

What are the timelines to submit a complaint?

The list of approved parade Participants is posted on Pride Toronto's website on June 1. Complaints about a Pride Toronto approved or excluded Participant must be filed by June 8, but no earlier than June



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1, to address participation in the 2021 parade. Complaints about the behaviour of a parade or march Participant in the parade must be filed within 30 days of the alleged violation.

Who can submit a complaint?

Pride Toronto will only consider complaints from current members of the organization in good standing.

What are the resolution options?

There are three avenues or methods available to make a complaint and seek resolution including:

1. **A request for Corrective Action** - when not seeking a penalty and within Pride Toronto's authority – this process is outside of the Dispute Resolution process.
2. **A request for Mediation** – between the complainant(s) and other parade or march Participant(s) in an effort to resolve the complaint. The goal of mediation is to come to a workable solution that leaves both sides in agreement with the resolution.
3. **A request for Arbitration** - which seeks an independent review of the approval or exclusion of Participants in the parade or march, or an alleged violation of the rules and policies governing participation in the parade or march. A complainant may request to start at step one and proceed through the steps or go directly to Arbitration.

What happens after a complaint is filed?

If a complaint is submitted by the deadline established in a given year and contains all of the required information indicated above, a single DRO will be selected by Pride Toronto from the roster to preside over the dispute, including both the mediation and/or arbitration, as the circumstances may require. A single DRO may be selected to preside over two or more complaints that appear to involve substantially similar issues and/or affect the same group.

The DRO may dismiss a complaint on their own initiative, without requiring further information or submissions from a complainant or affected group, if in their opinion the complaint is frivolous, vexatious, or an abuse of process. For example, a complaint relating to an issue that has been resolved or adjudicated by a prior DRP, whether involving the same or different group(s) and/or complainant(s), shall be considered an abuse of process and be dismissed.

Otherwise, the mediation and/or arbitration process shall commence within three (3) days of the selection of the presiding DRO. The contact person for the affected group shall be sent a copy of the complaint by the DRO upon commencement of the mediation or arbitration process.

The DRO has sole authority to: (1) issue procedural rulings in the mediation and/or arbitration, including the rights of the complainant and the affected group to present information and/or make submissions in writing or in person; and where an arbitration occurs, (2) make findings based on information and



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submissions; and (3) render a final decision regarding a group's participation in or exclusion from the Pride Parade.

Resolution of Complaints

If the affected group does not provide any information or response or participate in the mediation and/or arbitration, the DRP may still continue and the DRO may nevertheless render a final decision regarding that group's participation in or exclusion from the Pride Parade, which shall be binding on the affected group.

The entire mediation and/or arbitration process in relation to an affected group shall be concluded no later than one (1) week before the Pride Parade. If the entire mediation and/or arbitration process is not concluded by this deadline, the affected group shall be permitted to march in or be excluded from the Pride Parade, as would be the case prior to the initiation of the complaint(s).

If the mediation and/or arbitration process is concluded by the deadline, the results (and, where an arbitration occurs, any written reasons for the DRO's final decision) shall be published within 5 days of the conclusion of the process.

There shall be no appeals or further reviews from any outcome of the DRP.

LIMITATION OF LIABILITY

In consideration for participating in the DRP process, complainants and affected groups agree that Pride Toronto (including its staff, directors, and volunteers) and the DROs are immune from and not subject to civil claims or causes of action in relation to the DRP, and no legal proceedings in any form whatsoever shall be brought against Pride Toronto, its staff, directors, and volunteers, and/or any DRO, because of or in relation to their role in the DRP or any outcome of the DRP.