



Safe Travels Stamp Terms & Conditions

Important, please read these Terms carefully before seeking compliance with the WTTTC-Northwest Territories Tourism Safe Travel Protocols and displaying the Safe Travels Stamp.

1. Parties

- I. The Northwest Territories Tourism of 5204 Franklin Ave Suite 201, Yellowknife, NT, X1A 1E2 being the party offering the Protocols and Stamp for use by
- II. being a Northwest Territories Tourism member in good standing or partner stakeholder, which have chosen to comply with the Protocols and to display the Stamp.

2. Definitions

The following definitions apply in these Terms:

- I. "Protocols" means the WTTTC Safe Travel Protocols, as may be amended from time to time; and
- II. "Stamp" means the WTTTC-Northwest Territories Tourism Safe Travels Stamp offered by Northwest Territories Tourism for use on Organisation websites, in marketing materials and other public facing materials.

3. The Safe Travel Protocols

WTTC has created and offers the Protocols in good faith for use by Organisations as they seek to re-open during the COVID-19 pandemic.

You acknowledge and agree that:

- I. Your use of the Protocols is entirely voluntary and that WTTC and Northwest Territories Tourism assume no liability for your use of the Protocols;
- II. You are solely responsible for deciding whether compliance with, and implementation of, the Protocols is suitable for you and lawful in the jurisdiction in which you operate;
- III. The Protocols have not been approved or accredited by any governmental or regulatory body and serve as a set of 'best practices' guidelines only, and that by offering the Protocols for use by Organisations, WTTC and Northwest Territories Tourism are not providing an official certification or accreditation system;
- IV. Use of the Protocols will be entirely at your own risk;
- V. Compliance with the Protocols may not result in a reduction of risk associated with the spread of COVID-19;
- VI. WTTC and Northwest Territories Tourism do not warrant or represent that adherence to the Protocols guarantees the safety of passengers, travellers, guests, customers, employees or other persons;
- VII. You are solely responsible for any losses suffered by yourself or any third-parties where the Protocols are implemented; and
- VIII. WTTC and Northwest Territories Tourism reserve the right to modify the Protocols and/or Stamp and issue revised versions from time to time. Updated Protocols and Stamp will be found on the Northwest Territories Tourism website. You are solely responsible for revisiting the Northwest Territories Tourism website, monitoring updates to the Protocols and the Stamp and ensuring compliance with any updates made to the Protocols and Stamp. WTTC and Northwest Territories Tourism are under no obligation to individually distribute updated versions of the Protocols or Stamp to Organisations.

4. The WTTC – Northwest Territories Tourism Safe Travels Stamp

The Stamp seeks to provide consistency and reassurance for consumers to speed the Travel & Tourism recovery following the COVID-19 pandemic.

Subject to these Terms, Organisations may choose to display the Stamp in order to let consumers know that their protocols are in alignment with the Protocols and that they have complied with the Protocols relevant to their industry.

5. Your Obligations

Only those Organisations which have complied with the relevant Protocols applicable to their industry in their entirety may display the Stamp on their websites, in marketing materials and other public facing materials.

An Organisation's entitlement to display the Stamp shall cease to apply with immediate effect in the event that the Organisation fails to comply with the relevant Protocols applicable to their industry.

You acknowledge and agree that:

- I. You will not display the Stamp unless you have ensured compliance with the relevant Protocols applicable to your industry;
- II. Adhering to the Protocols is a requirement for your use of the Stamp, and that displaying the Stamp without having ensured compliance with the relevant Protocols applicable to your industry will be a breach of these Terms;
- III. Your use of the Stamp will be based upon an accurate and honest conclusion that your Organisation is fully compliant with the Protocols relevant to your industry;
- IV. WTTC and Northwest Territories Tourism will not be responsible for assessing your initial or continued compliance with the Protocols and use of the Stamp, and all liability for compliance with the Protocols and any applicable laws, rules or regulator guidance will rest with you exclusively, and not WTTC or Northwest Territories Tourism;

- V. You will comply with all local laws applicable to your Organisation and that where your adherence to the Protocols and/or use of the Stamp would amount to a breach of local laws, you will not make use of either; and
- VI. You will not make any derogatory statements about the Protocols, Stamp, WTTC or Northwest Territories, or behave in any way that would damage WTTC's or Northwest Territories Tourism's reputation, or the reputation of the Protocols or the Stamp.
- VII. Where you grant a sub-licence to a third party in accordance with Part VII of Section 6 of these Terms, you will be responsible for ensuring that the third party has itself also ensured compliance with, and continues to ensure compliance with, the Protocols, this Section 5, and these Terms.

6. Use of WTTC and Northwest Territories Tourism Intellectual

Property

The Organisation accepts that all intellectual property rights subsisting in the Protocols and Stamp are owned by, and/or under the control of, WTTC and Northwest Territories Tourism.

In consideration of the Organisation meeting all of its obligations under these Terms, Northwest Territories Tourism hereby grants to the Organisation a non-exclusive, royalty-free, sub-licensable, revocable worldwide licence to display the Stamp in the form presented below on its websites, marketing materials and other publicly facing materials for the purposes specified herein, and subject to, and accordance with, these Terms.

You must:

- I. Not alter or modify the Stamp in any way, except for incorporation of your own logo (if instructed by Northwest Territories Tourism) or unless Northwest Territories Tourism publishes an update to the Stamp requiring you to alter or modify it;
- II. Display the Stamp in its entirety;
- III. Not use the Stamp in any way that might risk injuring WTTC's reputation and/or Northwest Territories Tourism's reputation;

- IV. Not use the Stamp in any way that breaches local laws applicable to your Organisation;
- V. Ensure that use of the Stamp is truthful and not misleading;
- VI. Not use the Stamp to imply any further relationship with, or endorsement or sponsorship by, WTTC or Northwest Territories Tourism;
- VII. Not grant any sub-licence permitting any third party to exercise the rights granted herein, unless that third party has itself also ensured compliance with, and continues to ensure compliance with, the Protocols and these Terms;
- VIII. Immediately notify Northwest Territories Tourism in writing if any of the following matters come to your attention:
 - A. Any actual, suspected or threatened infringement of the intellectual property rights of WTTC and/or Northwest Territories Tourism;
 - B. Any claim made or threatened that the Protocols and/or Stamp infringe the rights of any third party; or
 - C. Any other form of attack, charge or claim to which the Protocols and/or Stamp may be subject.

Form of stamp:

Where Stamp is used without Organisation logo



7. Northwest Territories Tourism's Right to Request Information

Northwest Territories Tourism may at any time request information from you to evidence your compliance with the Protocols, and Northwest Territories Tourism may terminate your entitlement to display the Stamp where:

- I. You fail to provide sufficient information capable of evidencing compliance with the Protocols, in Northwest Territories Tourism's sole determination; and
- II. Any information provided to Northwest Territories Tourism is found to be false or misleading.

8. Liability

To the fullest extent permitted by law, WTTC and Northwest Territories Tourism shall not be liable to you or any third party for any costs, expenses, loss or damages (whether direct, indirect or consequential, and whether economic or other) arising from your adherence or non-adherence to the Protocols and/or use of the Stamp, including, but not limited to, any:

- I. Loss of profits;
- II. Loss of sales or business;
- III. Loss of agreements or contracts;
- IV. Loss of anticipated savings;
- V. Loss of or damage to goodwill; and
- VI. Indirect or consequential loss.

Without prejudice to the generality of the above, WTTC and Northwest Territories Tourism will not be liable to you for any costs, expenses, loss or damages (whether direct, indirect or consequential, and whether economic or otherwise) associated with a passenger, traveller, guest, customer, employee or other person contracting COVID-19 or any other illness and where you have, in good faith, adhered to the relevant Protocols applicable to your industry.

9. Indemnity

You agree to indemnify, defend and hold WTTC and Northwest Territories Tourism, their affiliates, agents, suppliers and licensors harmless from all claims, causes of action, allegations, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages, including those arising out of or in connection with:

- I. Any breach of these Terms;
- II. Your adherence or non-adherence to the Protocols and/or use of the Stamp;
- III. Your exercise of the rights granted under these Terms;
- IV. The enforcement of these Terms; and
- V. Any claim made against WTTC or Northwest Territories Tourism by a third party arising out of or in connection with your adherence or non-adherence to the Protocols and/or use of the Stamp.

10. Termination

Northwest Territories Tourism may terminate these Terms and the rights granted to you hereunder and your eligibility to use the Stamp at any time with immediate effect.

11. Entire Agreement

These Terms constitute the entire agreement between Northwest Territories Tourism and Organisations and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to use of the Protocols and/or Stamp.

12. Third Party Rights

Unless expressly stated otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

13. Severance

Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14. Applicable Law

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or subject matter or formation shall be governed by and construed in accordance with the law of Canada.