

Terms and Conditions for FoodRescue.ca Food Donors

FoodRescue.ca is a free, easy-to-use, online platform for businesses to donate surplus food directly to local approved social service organizations that feed people experiencing food insecurity.

As part of our commitment to ensuring equal measures are in place regarding safe food handling procedures and conduct, we ask both our food donors and recipient organization members to agree to terms and conditions of accessing and benefiting from our service.

If you have any questions about the following, please reach out to us at

<https://www.foodrescue.ca/contact-us> so that we can best capture your feedback to create better experiences.

We thank you for your desire to rescue food!

The FoodRescue Team

Terms and Conditions for FoodRescue.ca Food Donors

As an approved food donor member of FoodRescue.ca, you will be granted access to certain services offered on FoodRescue.ca (including being connected with certain Canadian charitable and not-for-profit social service organizations that rescue food). Becoming a food donor member of FoodRescue.ca is open to any food business that would have surplus food to donate using the platform on FoodRescue.ca.

On behalf of my organization, I agree that:

1.1. DONATION OF FOOD ACT

We understand that subject to Ontario's *Donation of Food Act, 1994* (SO 1994, c 19) (the "Act"), there is no liability for donated food in the province of Ontario if certain criteria are met. A copy of the Act is available at <https://www.ontario.ca/laws/statute/94d19>. We acknowledge that we have read and understood the Donation of Food Act, 1994

1.2. NO LIABILITY

We acknowledge and understand that Second Harvest, Foodrescue.ca, or any recipient organization, as well as any of their respective officers, directors, employees, contractors, staff and/or representatives, will not be liable for any loss or damage arising from any act or omission in connection with any food donation activities associated with Second Harvest's food rescue programs.

1.3. SERVICE LEVEL

We acknowledge that Second Harvest and FoodRescue.ca cannot and do not represent, warrant or guarantee any level of service, nor quality, quantity, or frequency of product offered through this website or as part of the food rescue program.

1.4. DONATION OF RAW MEAT & FISH

We will not donate fresh, or frozen, raw (uncooked) meat or fish directly to individuals for consumption. Any protein of this nature will be frozen and donated to recipient organizations that have appropriate preparation facilities.

1.5. ACCOUNTABILITY

We will ensure donated food is made available at the appointed time we specify on this website, or we will cancel the donation at least four (4) hours in advance of the appointed time.

1.6. DATA COLLECTION

We permit Second Harvest and FoodRescue.ca to collect, use and disclose, in accordance with its Privacy Policy - which is available at <https://www.foodrescue.ca/docs/default-source/default-document-library/privacy-policy.pdf> the data collected from our donations and details about our organization for the purposes of tabulating and measuring the impact of our food rescue.

1.7. DATA SHARING

Each recipient organization of our donated food will have access to single food donation data and aggregated data collected on the FoodRescue.ca website, so the recipient organization can share the results of their use of FoodRescue.ca.

1.8. DATA MEASUREMENT

Any data collected from our use of FoodRescue.ca may continue to be tabulated and measured, even if our organization ceases to be associated with this food rescue program and this agreement is terminated.

Terms and Conditions for FoodRescue.ca Food Donors *(continued)***1.9. PERMISSION TO PUBLISH**

Sharing good news stories about food rescues is encouraged; however, publication is **ONLY** acceptable if named parties in any publicity (e.g. food donors and recipient members of FoodRescue.ca, and other third parties) agree, in advance, to this exposure. **Clear verbal or written consent MUST be obtained** from all named parties in any publicity, and named parties, as well as FoodRescue.ca and Second Harvest, **MUST** be portrayed in a positive manner in any publicity. **If any publicity concerns an individual under the age of 16 years, his or her parent or guardian must consent, in writing only and in advance, to the individual's inclusion in any publications.** We acknowledge that this publicity may incorporate celebratory details, such as the types of food donated or the types of people or programs receiving rescued food, and that this information may be shared in social and other public media communications, such as Twitter, Facebook, websites, newsletters, reports, promotional materials, etc.

1.10. GRAPHICS USE

As a professional courtesy, and being respectful of the food donor and recipient relationships built through using FoodRescue.ca, either party will obtain written consent, prior to displaying a graphic logo or other trademarked designs in public or media communications, on a website, in print material or any other medium. This includes uses by our organization, a recipient organization, associated parent organization, FoodRescue.ca, or Second Harvest. We agree to indemnify and hold harmless another party from any or all losses, damages or expenses incurred or suffered as a result of unauthorized use of the other party's logo or other trademarked designs.

1.11. RECOGNITION

FoodRescue.ca or Second Harvest may list our organization's name(s) or logo(s) as a food donor member on FoodRescue.ca or in any Second Harvest promotional/informational material. We also recognize that any mention of our organization name(s) or logo(s) may take a reasonable time be removed from any online or print material.

1.12. TERMS OF USE & PRIVACY POLICY

Our use of FoodRescue.ca is subject to the Website Terms of Use for FoodRescue.ca, which are available at <https://www.foodrescue.ca/public/terms-of-use>, and the Website Privacy Policy for FoodRescue.ca, which is available at <https://www.foodrescue.ca/public/privacy>.

1.13. WITHDRAWAL

Second Harvest may request that my organization withdraw as a food donor member of FoodRescue.ca if the food rescue program ceases to operate or my organization (i) violates these terms and conditions; (ii) is deemed, in Second Harvest's sole discretion, to no longer be able to comply with these terms and conditions, (iii) acts, or fails to act, in a manner that, in Second Harvest's opinion, negatively impacts on Second Harvest, FoodRescue.ca, a recipient organization(s), or another food donor(s), or Second Harvest's relationship(s) with other food donors and recipient organizations, or Second Harvest's food rescue program. Upon any such request to withdraw, my organization will promptly do so. In addition, either party may terminate this agreement without cause upon at least ten (10) days' prior written notice to the other party.

1.14. COMPLETE AGREEMENT

This agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter concerning FoodRescue.ca, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

Terms and Conditions for FoodRescue.ca Food Donors *(continued)***1.15. WAIVERS**

No waiver of any part of this agreement will be deemed to be a waiver of any other provision in this agreement. No term of this agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this agreement may be waived except in a writing signed by the party waiving enforcement.

1.16. AMENDMENTS

This agreement may be changed only by a written document signed by authorized representatives of each of the parties. Should any section of this agreement be held to be invalid by a court of competent jurisdiction, then that section will be enforced to the extent permissible, and all other sections will remain in effect and are enforceable by the parties.

1.17. ASSIGNMENTS

We may not transfer any of our rights or obligations under this agreement, either in whole or in part, without the prior written consent of Second Harvest. Should Second Harvest consent to any such assignment, such consent may be subject to such terms and conditions as Second Harvest may require. No assignment shall relieve us from our obligations under this agreement. Second Harvest may, in whole or in part, assign this agreement.

1.18. RELATIONSHIPS

This agreement does not establish any relationship of partnership joint venture, employment, franchise or agency between our organization and Second Harvest, FoodRescue.ca, or any of the food donors from whom we rescue food. No party will have the power to incur any obligations that are not expressed in this agreement.

1.19. INTERPRETATION

Unless the parties agree otherwise in writing, this agreement has been drawn up in English at the request of the parties. No provision of this agreement will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. This agreement is for the benefit of, and binding upon the parties, their successors and permitted assigns. The headings used in these terms and conditions are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the sections.

1.20. CHOICE OF LAW

This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and applicable laws of Canada. We agree that any legal proceedings will take place in courts located in Toronto

1.21. SURVIVABILITY

Sections 1.1, 1.2, 1.3, 1.6 to 1.21 will survive any termination of this agreement.