



PRIVACY POLICY

The Fringe of Toronto Theatre Festival Privacy Policy

Last modified: May 2017

This Privacy Policy applies to all of the products, services and website offered by the Fringe of Toronto Theatre Festival (the “Toronto Fringe”). Sometimes, we may post product specific privacy notices other materials to explain our products in more detail.

By submitting personal information to the Toronto Fringe, you

- i) Consent to the Toronto Fringe collecting, using and disclosing that personal information in accordance with this Privacy Policy or otherwise with your consent or as permitted or required by law; and
- ii) Acknowledge and consent that the Toronto Fringe may retain service providers to perform certain services and that in the event that a service provider is located in the United States, personal information may be processed and stored in the United States and that United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of personal information through the laws of the United States.

Ultimately, it is up to you whether you want to provide any personal information to the Toronto Fringe. An individual may withdraw his or her consent at any time (subject to legal or contractual restrictions and reasonable notice) by notifying the Toronto Fringe. However, if enough personal information is withheld, the Toronto Fringe may be unable to provide services.

If you have any questions about this Privacy Policy, please feel free to contact us through our website (www.fringetoronto.com) or write to us at:

Toronto Fringe Festival
204-688 Richmond Street West, Toronto, Ontario M6J 1C5
Canada

Information we collect and how we use it

We may collect the following types of information:

- **Information you provide** – When you sign up to purchase tickets or to be an active member of the Toronto Fringe, we ask you for personal information. “Personal information” is information that you provide to us, which personally identifies you, such as your name, email address or billing information, or other data which can be reasonably linked to such information by the Toronto Fringe. Personal information does not include aggregate information that cannot be associated with a specific individual, and in certain jurisdictions, it may also exclude business contact information. We may combine the information you submit under your account with information from other Toronto Fringe services or third parties in order to provide you with a better

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experience and to improve the quality of our services. For certain services, we may give you the opportunity to opt out of combining such information.

- **Cookies** – When you visit the Toronto Fringe website (the “Website”), we may send one or more cookies to your computer or other device. We may use cookies to improve the quality of our service, including for storing user preferences, improving search results, and tracking user trends, such as how people search.
- **Log information** – When you access Toronto Fringe services, our servers automatically record information that your browser sends whenever you visit a website. These “server logs” may include information such as your web request, your interaction with a service, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser or your account.
- **User communications** – When you send email or other communications to the Toronto Fringe, we may retain those communications in order to process your inquiries, respond to your requests and improve our services. If you send and receive SMS messages to or from one of our services that provides SMS functionality, we may collect and maintain information associated with those messages, such as the phone number, the wireless carrier associated with the phone number, the content of the message, and the date and time of the transaction. We may use your email address to communicate with you about our services.
- **Third Party Applications** – The Toronto Fringe may make available third party applications, such as gadgets or extensions, through its services. The information collected by the Toronto Fringe when you enable a third party application is processed under this Privacy Policy. Information collected by the third party application provider is governed by their privacy policies.
- **Other sites** – This Privacy Policy applies to Toronto Fringe services only. We do not exercise control over sites that include Toronto Fringe applications, products or services, or sites hyperlinked from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Your use of those sites is subject to the privacy policies of those other sites. Even if the third party is affiliated with the Toronto Fringe, the Toronto Fringe has no control over these linked sites, each of which may (or may not) have their own privacy policies and practices in place. The Toronto Fringe has no responsibility or liability for these independent policies or practices or for the content of such websites. These linked sites are for your convenience and you access them at your own risk. Nonetheless, the Toronto Fringe seeks to protect the integrity of its website and the links placed upon it and therefore it requests any feedback not only on its own site, but for sites it links to as well (including if a specific link does not work).

Furthermore, if you connect to the Toronto Fringe website through another site, such as Facebook, the Toronto Fringe is in no way responsible for nor able to protect any personal information and privacy you communicate to that site.

- **General purposes** – The Toronto Fringe collects uses and discloses personal information as follows:
 - to administer and service our business relationship with you and to provide you with requested services;
 - to enforce your obligations under your agreements with the Toronto Fringe;
 - to offer you additional products and service that may be of interest to you;
 - to confirm your eligibility for contests and special offerings;
 - if required, to provide the various associations (e.g., Visa, MasterCard) with certain reporting with respect to our business;
 - to investigate suspicious activities in relation to your account;

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- when required or permitted by law; and
- otherwise with your consent

The Toronto Fringe does not license, sell, rent or trade your personal information to other parties unless it is necessary to provide you with requested services and you authorize or consent to the disclosure, or when such disclosure is otherwise described in this Privacy Policy or permitted or required by law.

In addition to the above, we may use the information we collect to:

- Provide, maintain, protect, and improve our services (including advertising services) and develop new services; and
- Protect the rights or property of the Toronto Fringe or our users.

The Toronto Fringe processes personal information on our servers in Canada.

Information sharing

The Toronto Fringe only shares personal information with other companies or individuals outside of the Toronto Fringe in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information. “Sensitive personal information” includes information we know to be related to confidential medical information, racial or ethnic origins, political or religious beliefs or sexuality and tied to personal information.
- We provide such information to affiliated companies (if any) or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable [Terms of Use](#), including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to the rights, property or safety of the Toronto Fringe, its users or the public as required or permitted by law.

The Toronto Fringe may provide some information received from you to outside organizations as necessary to provide requested services. Such organizations may include the various credit or debit card associations (including without limitation Visa and MasterCard) or credit card processors.

Our contracts with such third parties and affiliates require that:

- (i) any information that we provide to them is held strictly confidential; and
- (ii) any information provided to them may be used solely for the purposes of providing the services that they have been contracted with to provide.

The Toronto Fringe may transfer personal information to outside agents, mandataries or service providers that perform services on our behalf (for example emailing houses) in which case we use similar contractual or other means to ensure that your personal information is protected and not used or disclosed for any purposes other than as directed by the Toronto Fringe.

Information security

The Toronto Fringe takes appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data.

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The Toronto Fringe restricts access to personal information to Toronto Fringe employees, contractors and agents who need to know that information in order to process it on our behalf. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

The Toronto Fringe may store your personal information in an electronic file or a physical file. The Toronto Fringe has implemented reasonable technological, organizational and physical security measures to protect your personal information from unauthorized access, improper use, and accidental destruction or loss. The physical file containing your personal information will be stored at the Toronto Fringe's premises, or if required, at an offsite storage facility. The electronic file containing your personal information will be stored on a secure network. Authorized employees, mandataries and agents of the Toronto Fringe who have a legitimate purpose for accessing the information and require it in the course of their duties will have access to your personal information. There is restricted access to the Toronto Fringe's offices and the Toronto Fringe's computer server.

The Toronto Fringe uses Secure Socket Layer and 128 bit encryption technologies to increase security levels when you visit certain secured areas of the Toronto Fringe website. Encryption causes any data you provide to be altered into an unreadable format to prevent unauthorized access. In addition, Patrons are also required to use a user ID and password to enter certain secured areas of the Toronto Fringe website.

Accessing and updating personal information

When you use Toronto Fringe services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Because of the way we maintain certain services, after you delete your information, residual copies may take a period of time before they are deleted from our active servers and may remain in our backup systems.

Enforcement

The Toronto Fringe adheres to the applicable privacy laws of the Province of Ontario and Canada. From time to time, the Toronto Fringe reviews its compliance with this Privacy Policy. When we receive formal written complaints, it is the Toronto Fringe's policy to contact the complaining user regarding her or his concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between the Toronto Fringe and an individual.

Changes to this Privacy Policy

Please note that this Privacy Policy may change from time to time. We will post any Privacy Policy changes on this page and, if the changes are significant, we will provide a more prominent notice. We will also keep prior versions of this Privacy Policy in an archive for your review.