



PRIVACY POLICY

We thank you for visiting our site <https://www.arctic-undertheice.com/> (the “Site”). You have arrived at Cirque Éloize’s Privacy Policy page.

This document, together with the Terms and Conditions of Use available on the Site, and any other policies or guidelines displayed on the Site (collectively the “Agreement”), is a contract between you (“you” or “your”) and Cirque Éloize (the “COMPANY”, “we”, “us” or “our”) relating to the collection, use and processing of your personal information when you use or access the Site.

Please read the following terms and conditions closely before using the Site. By using or accessing the Site, you accept all the terms and conditions set forth in this Agreement. If, at any time, you do not or cannot accept the terms of this Agreement, you must cease accessing and using the Site.

This Site is not intended for children. If you are a minor under the laws of your country, you must not access nor use the Site without the express consent and participation of a parent or guardian.

1. What information do we collect?

Usage data

The COMPANY collects usage data related to access modes and use of its Site to determine which pages of its Site have been consulted by visitors and to compile statistics on their visit, their use of the Site and the frequency of their use of hyperlinks. Without limitation, usage data can include the following:

- Your IP address and any other unique device identifier;
- Name of your operating system;
- Pages visited and requests;
- Time, day and month visited;
- Duration of visits.

Personal data

The COMPANY collects data that identifies you or that can be combined by us or third parties such as service providers with other data to identify you. Without limitation, personal data can include the following:

- Your contact information such as your name, family name, postal code, phone number, email address;
- Your economic information such as financial data provided as part of our services (including ticket or gift card purchases, as the case may be);
- Information relating to your interests and preferences;
- Any other information provided voluntarily.

2. How are Usage data and Personal data collected?

The COMPANY collects your data from various sources:



- Data that you provide voluntarily, for example when you fill out forms on the Site to subscribe to the newsletter or when you request information;
- Data that we receive from third parties like service providers from whom you purchase goods and services (such as tickets) or from companies that help us update our files;
- Data that we collect automatically when you visit or interact with the Site.

Usage data

Usage data is collected through analytics platforms like *Google Analytics*, logfiles and cookies.

Google Analytics is a *Google* tool that allows the COMPANY to know how the Site is used by users, how they access the Site and which Site pages are most frequently visited. We recommend that you carefully read *Google's* policies and practices on its Web site to better understand this tool. If you download a browser add-on (such as *Analytics Opt out* browser add-on from *Google Analytics*), you may be able to disable this tool.

Log files are files that save the trail of requests to the Site server. They provide indications relating to Site traffic and the type of requests made by Site users.

Cookies are information files temporarily saved on your computer's hard drive when you consult certain pages on the Site. These cookies allow the COMPANY to obtain information on visitors' use of the Site and their preferences. The COMPANY uses several types of cookies, including but not limited to, function cookies to provide better features, performance cookies to memorise your preferences and various settings, and targeting or advertising cookies to create a profile of your interests and show you relevant ads on other sites. To manage the use of cookies or to disable them, simply configure your browser according to the parameters that you wish to define. Please note that denying authorisation of the use of certain cookies on the Site may limit your use of the Site, as some Site features may no longer be accessible or work properly.

Personal data

The Site collects Personal data in the following circumstances:

- when you subscribe to the newsletter;
- when you buy a ticket or other product or service;
- when you interact with the Site's digital content;
- when you take part in a contest or survey;
- when you send us a request or otherwise communicate with us;
- when you provide personal data at the venue during the event, for example when you connect to the Wi-Fi network;
- when you post comments on the Site or choose to give us permission to access your information from third-party Web sites (for example, when you log in to social media platforms).



You acknowledge that your Personal data can be provided to us by you or by third parties such as our affiliated companies or commercial partners, including but not limited to, providers who sell tickets for the event.

If you provide information on behalf of someone else (for example, for a friend, a family member or a colleague), you must have obtained their consent to share their personal information with us. By providing such information, you confirm having obtained their consent.

We do not knowingly collect personal information from children through the Site. If you are a minor under the laws in your country, please do not provide personal information without the express consent or participation of a parent or guardian.

3. To what end are Usage data and Personal data collected?

Usage data allows the COMPANY to know users' interests, preferences and habits when using the Site. Through the collection of this information, the COMPANY can also improve its Site and offer you the best possible user experience.

Personal data is collected so that the COMPANY can communicate with you, particularly when you subscribe to the newsletter, for promotional purposes or contests or following any request for services you have made to the COMPANY.

We collect and process such data to provide you with goods and services and to manage our commercial activities. Here are a few examples:

- Responding to your requests for goods and services (for example, tickets);
- Verifying your identity with respect to your transactions;
- Communicating with you regarding events for which you have purchased tickets (including notifying you if events are postponed or cancelled);
- Sending you a satisfaction survey after having attended one of our events;
- Conducting quality assurance, sales or marketing analyses as well as other commercial analyses;
- Communicating with you following your requests for information;
- Managing contests and other promotional activities in which you are taking part;
- Understanding your needs and interests and providing you optimal services, ads, and personalized goods and services;
- Posting your comments relating to goods and services;
- Controlling use of the Site and improving the Site's security and performance.

We keep your data only as long as necessary for the purposes set out in this Privacy Policy or for a longer period as required or allowed under applicable laws.

4. Can your data be shared with third parties?

For the purposes set out in this Privacy Policy, it is possible that we share your data with other companies that are part of the Éloize Group as well as various third parties who help us provide or manage our services and commercial activities. These parties and their servers might be located



in Canada or elsewhere where the privacy laws may differ from those that apply in the territory in which you reside.

For example, we may share your data with the following third parties: service providers (ticket distributors, payment services, technical system consultants, internet providers or others), promotional partners (when it comes to contests, draws or other promotional activities), third parties as part of a business transaction (such as a merger, a restructuring or an asset sale), legal or administrative authorities (for example, to detect or prevent fraud or technical problems or to comply with laws, regulations, court proceedings or any other applicable demand) as well as any person providing services as part of implementing this Privacy Policy.

We use commercially reasonable efforts to ensure that your data is used by such third parties in a manner consistent with this Privacy Policy. However, once your data is shared with a third party, the processing of such data is subject to the data protection practices of such third party as well as legal requirements and governmental authorities of the countries in which the data is stored.

By accessing or using our Site, you consent to the transfer of your data to such third parties. We are not responsible for the manner in which third parties collect, use, disclose or process your data.

The “Éloize Goup” means Les Productions Éloize inc. and its subsidiaries, affiliates and parent companies that may offer their goods and services under various brands.

5. What are your rights with respect to your Personal data?

To the extent permitted by applicable laws, you can exercise the following rights with respect to your Personal data held by us as well as any other right under applicable laws: a right of rectification (for example when your data is incorrect, outdated or incomplete), a right of access (to your data held by us), a right of opposition (with respect to the processing of your data for certain purposes) and a right of removal (for example, to remove your name from the newsletter distribution list).

It bears reminding that these rights are not absolute and can be subject to certain restrictions in accordance with applicable laws and regulations. To exercise such rights, please contact the COMPANY by email at eloize@cirque-eloize.com.

6. How do we protect your data?

We take administrative, technical and physical measures to protect your Personal data held by us against any and all unauthorised accesses or disclosures, theft and abusive or inappropriate use. This includes limiting access to your data by employees (for example, with passwords and authorisation levels). We also use physical safeguards to ensure that our computer servers on which your Personal data is stored and archived are secure and that access to these servers is protected. Given that publishing our security measures might result in diminishing their effectiveness, they are not all posted online.



Although we take precautions against possible security breaches, no company can eliminate all risks of unauthorised accesses to your Personal data and no Web site is entirely secure. We cannot guarantee that unauthorised accesses, hacking, loss of data or security breaches will never happen.

7. What protection is offered for links contained on the Site or *plugins-in*?

The Site contains links to other Web sites or applications, which are offered solely for practical purposes. If you click on the third-party link, you will be redirected toward that third party's site and automatically subject to such party's practices, policies and standards. The COMPANY does not control these sites and cannot be held responsible for the content of sites accessed by you through hyperlink, nor for hyperlinks contained on such sites as well as changes or updates to these sites. We cannot guarantee that the hosts of these sites maintain privacy practices that meet our standards. The COMPANY is not responsible for the accuracy or pertinence of the information or links provided on these Web sites. The fact that a site may be linked to the Site or to the COMPANY's social media by hyperlink in no way implies any approval or joint venture of any kind.

Your use of third-party sites is at your own risk and is governed by the policies applicable to such sites and not by this Privacy policy nor by our Site's Terms and Conditions of Use. We encourage you to refer to these policies, including but not limited to the terms of use and privacy policy, before providing your personal or other data. The COMPANY shall in no way be held responsible for the management, protection and use of personal information collected by third-party sites accessed by you.

When visiting our site through social media, your visit may be personalised based on your social media profile. You can change the way in which social media and our Site interact by modifying your privacy settings of your social media account. You can also log out of your social media account prior to visiting our Site. For more information, please refer to the policies relating to your social media that govern your use of *plug-ins* and data transfer.

8. Amendments

The COMPANY reserves the right to change this Privacy Policy at any time, at its sole discretion, in order to adapt to any legal or technological change, to reflect changes made to the Site or for any other purpose. Any change becomes effective from the date of its publication on the Site. Your use of the Site will be subject to the latest version of the Privacy Policy at the time of your use. Your continued use of the Site after such changes constitutes your acceptance of these changes. Please review the Privacy Policy regularly. If you do not agree to the Privacy Policy or any changes thereto, please cease your use of this Site immediately.

9. General provisions

This Agreement shall be governed and construed by the laws of the Province of Québec, Canada, and the laws of Canada applicable to contracts between Québec residents and to be performed in Québec. Parties hereby irrevocably submit and attorn to the jurisdiction of the Courts of the



district of Montréal, Province of Québec. You agree that any definitive judgment rendered in any action, suit or proceeding is legally binding and may be executed in other jurisdictions by any means stipulated by law.

This Agreement, together with the Terms and Conditions of Use and any other policies or guidelines posted at <https://www.arctic-undertheice.com/>, constitute the entire and exclusive agreement between you and the COMPANY regarding the Site, and this Agreement supersedes and replaces any prior agreements between you and the COMPANY regarding the Site.

You shall not assign nor otherwise transfer this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the COMPANY, which consent is within the COMPANY's sole discretion. No assignment or delegation by you shall relieve or release you from any of your obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties and their respective successors and assigns. The COMPANY has the right to assign this Agreement to any third party without requiring your consent.

Nothing in this Agreement shall constitute a partnership or joint venture between you and the COMPANY.

If a particular provision of this Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be deemed severed from this Agreement and shall not affect the validity of this Agreement as a whole.

To contact us

Should you have any concerns, questions or complaints regarding this Agreement, please contact the COMPANY at:

Cirque Éloize

417 Berri Street

Montréal, Québec

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