

PERSONA-ID Terms Of Use & Privacy

By creating a profile for the Canada Media Fund's (the "CMF") PERSONA-ID System (the "System"), you agree as follows:

1. **Purposes for Use.** You are providing your PERSONA-ID self-identification information on a voluntary basis to the CMF to be used by the CMF to:
 - Inform decision-making on future changes to CMF Programs and policy;
 - Determine eligibility to targeted programs and incentives and compliance with targeted requirements;
 - Detect inequities in access to funding and representation;
 - Follow trends and patterns in participation and funding;
 - Report to stakeholders and the public on who has access to CMF funding.(the "**Purposes**").

2. **Privacy.** Your information will be handled in accordance with the [CMF's Privacy Policy](#)

3. **Eligibility.** You represent and warrant that you are of the age of majority or older in your province, territory or region of residence and that you are not a resident of the European Union (EU).

3. **PERSONA-ID #.** After completing your self-identification form, a permanent Self-Identification number ("PERSONA-ID #") will be generated. This ID number should be included in the funding application submitted to the CMF and should therefore be provided to applicable production companies that are applying for CMF funding ("CMF Applicants").

4. **Accuracy of Information.** You represent and warrant that your information is accurate and will be kept up to date by you. You can modify your own PERSONA ID self-identification information at any time. However, once an application for CMF funding has been submitted, your information will be time-stamped and used as submitted in that application for the purposes of analyzing and evaluating that application.

5. **Limited Access to Information.** Information that you submit will be anonymized and aggregated before it is used in any statistical or analytical document published by the CMF (e.g., the CMF's Annual Report). While the CMF will not share your individual information with any third parties, the following limited access will be provided:
 - a) CMF Applicants (defined in section 3.1 in applicable Program Guidelines) will only be able to see and confirm your name and presence in the system, but not any of the detailed self-identification information you provide. CMF Applicants will receive aggregated reports regarding the eligibility of their applications, without detailed information.

- b) Canadian Broadcasters (defined in section 2.1.1 in applicable Program Guidelines) will receive aggregated reports regarding the demographic diversity of their projects, without any of the detailed self-identification information you provide.
- c) CMF and CMF Program Administrator staff and analysts may access, review and internally share your information if it is relevant to the analysis of an application or for the Purposes defined above.
- d) In some exceptional cases, the CMF may cross-validate its data with other organizations (e.g., the Indigenous Screen Office) to confirm the presence of individuals in both databases.

6. **Validation.** The CMF and the CMF's Program Administration staff at Telefilm may contact you to validate your information. You acknowledge that Telefilm Canada is the CMF's authorized administrator for all funding applications and that Telefilm Canada is subject to the Access to Information Act, and accordingly, any authorization granted to the CMF herein shall also be granted to Telefilm Canada as the CMF's authorized administrator.

7. **Right to Delete.** CMF has the right to delete a PERSONA-ID entry or disable an account that it deems inaccurate, redundant, or fraudulent.

8. **Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE CMF, TELEFILM CANADA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY COSTS, DAMAGES OR EXPENSES IN RELATION TO THIS AGREEMENT AND/OR THE PROVISION OF THE SYSTEM OR THE FAILURE TO PROVIDE THE SYSTEM.

9. **Disclaimer of Warranties.** AS DESCRIBED IN THIS AGREEMENT, ALL ASPECTS OF THE SYSTEM ARE PROVIDED "AS IS". THE CMF AND TELEFILM CANADA DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, LEGAL, STATUTORY OR IMPLIED.

10. **Termination.** This Agreement remains in force until terminated by either you or the CMF. The CMF reserves the right to terminate this Agreement or the provision of the System at any time and for any reason. The CMF also reserves the right to immediately cancel or temporarily suspend your access to the System without notice in cases where you are in violation of the terms of this Agreement.

You may terminate this Agreement at any time by deleting your profile and/or account in the System.

11. **Modifications.** The CMF may modify, revise, change or amend any of the terms and conditions contained in this Agreement and any of its policies or guidelines governing the System at any time and in its sole discretion, without notice. The CMF reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy or rule governing the System, at any time by posting a change notice or new terms on the System.

YOUR CONTINUED USE OF THE SYSTEM FOLLOWING A MODIFICATION TO THESE TERMS BY THE CMF WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION.

12. **General.** The laws of the Province of Ontario, excluding its conflicts of law rules, and the federal laws of Canada applicable therein govern this Agreement. For any disputes arising out of or in relation to this Agreement, the parties consent to PERSONA-ID jurisdiction in, and the exclusive venue of, the courts of competent jurisdiction in the City of Toronto, Province of Ontario. This Agreement may not be modified by you except by a writing executed by the CMF. This Agreement will enure to the benefit of and will be binding upon each party's successors and assigns. This Agreement may be assigned by the CMF but may not be assigned by you without the prior express written consent of the CMF. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof would be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein. The failure to enforce any provision of this Agreement will not constitute a waiver of any term. THE CMF SHALL NOT BE LIABLE FOR ANY INABILITY TO PERFORM ANY OF ITS OBLIGATIONS UNDER THESE TERMS OF USE DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.

Effective: [date of posting]

Agreement

I hereby acknowledge that all self-identification information is provided on a voluntary basis, and, if provided, is accurate and I consent to its use by the CMF and Telefilm Canada for the Purposes and accept the Terms of Use & Privacy.

- I have read and acknowledge and accept all of the Terms of Use & Privacy for the CMF'S Self-Identification System