

RateOurHome.ca Program Official Terms and Conditions

Welcome to the *RateOurHome.ca!*

The official terms contained herein (the "**Terms**") are intended to govern the rights and obligations of participants in the RateOurHome.ca program (the "**Program**"). Upon endorsement by each participant, these Terms shall constitute a fully binding agreement between the Greater Vancouver Regional District ("**Metro Vancouver**"), and you, the participant.

Each participant in the Program **MUST** carefully read these Terms.

By consenting to participate in the Program, you consent to:

- these Terms; and
- the collection, use, storage and disclosure of personal and other information in accordance with the RateOurHome.ca [Privacy Policy](#) ("**Privacy Policy**")

both of which are an integral part of these Terms.

If you do not agree to these Terms or any of its parts, then you are prohibited and must refrain from participating in the Program.

ELIGIBILITY

To be eligible as a participant of the Program (a "**Participant**"), each Participant must:

- be a registered owner of a residential property (a "**Property**") which:
 - is located in the Metro Vancouver region; and
 - has had an EnerGuide label produced as a result of the Natural Resources Canada EnerGuide for Homes Evaluation performed in April 2016 or later; and
- desire to voluntarily display the EnerGuide label and associated Property information on the [RateOurHome.ca](#) website.

Acceptance to participate in the Program constitutes a Participant's full and unconditional agreement and acceptance of the Terms, which are final on all matters relating to the Program.

PROPERTY REMOVAL

There is no time limit for removing displayed Properties from the [RateOurHome.ca](#) website. Removal of Properties from the website will occur under two situations:

- **Participant request:** You may terminate your participation in the Program at any time and for whatever reason by contacting Metro Vancouver and making a request for your Property to be removed from the [RateOurHome.ca](#) website;

- **Metro Vancouver discretion:** Metro Vancouver retains the right to remove any displayed Properties at its sole direction.

COPYRIGHT AND INTELLECTUAL PROPERTY

All intellectual property related to the Program, including, without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, frameworks, methodologies, tools, interfaces, processes, techniques and know-how used in the development, performance and outcome are owned or licensed by Metro Vancouver. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

LIMITATION OF LIABILITY AND WARRANTY

Metro Vancouver provides the Program and all content included therein for use on an “as is” and “as available” basis. Metro Vancouver hereby disclaims all warranties and representations, either express or implied, with respect to the Program, including, without limitation, any warranties, and fitness for a particular purpose, features, quality, non-infringement, title, compatibility, performance, security or accuracy.

You agree and acknowledge that you assume full, exclusive and sole responsibility for your participation in the Program, and you further agree and acknowledge that your participation in the Program is made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws while participating in the Program.

Metro Vancouver will not be liable for any direct, indirect, incidental or consequential damage, or any other damage, and loss (including loss of profit and loss of data), costs, expenses and payments, either in tort, contractual, or in any other form of liability, arising from, or in connection with the Program.

This limitation of liability shall survive the Program or earlier termination of a Participant’s participation in the Program.