

Vancouver Island Lakes Questionnaire – 2011

Appendix A – Survey Terms of Use

These Terms of Use constitute an agreement between you and the Province of British Columbia, represented by the Minister of Forests, Lands and Natural Resource Operations (the “Province”) with respect to your use of the Survey (as defined below). By accepting these Terms of Use, you are deemed to have read and agreed to the terms and conditions set out below.

The Vancouver Island Lakes Angling Questionnaire – 2011 Survey (the “Survey”) is a questionnaire that welcomes responses in the form of preferences and opinions about freshwater fishing in Vancouver Island Region Lakes.

To respond to the Survey, you must be either of the age of majority or have obtained legal parental or guardian consent, in which case your legal parent or guardian will be responsible for your responses to the Survey.

Questions, comments, ideas and other responses to the Survey are collectively referred to as the “Content”.

Ownership and License: You retain ownership of all Content you submit in the Survey (“Your Content”). You represent and warrant that: (a) Your Content is your original work, or has been provided to you or obtained by you from the rightful owner with all necessary permissions; and (b) Your Content does not infringe on the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

By submitting Your Content to the Survey, and in consideration of the opportunity to participate in the Survey and other valuable consideration (the receipt and sufficiency of which you hereby acknowledge), you grant to the Province a non-exclusive, perpetual, royalty-free, worldwide license to use, reproduce, publish, communicate to the public by telecommunication, modify, display and distribute Your Content in any and all formats for any and all purposes. You will never, however, be personally identified unless strictly in accordance with the *Freedom of Information and Protection of Privacy Act* (FOIPPA). You agree that the Province may engage independent contractors and service providers to assist the Province to exercise the rights you grant to the Province under these Terms of Use.

You agree that the Province may reformat, rearrange or otherwise modify Your Content, and you understand that the Province has no obligation to acknowledge you by name or pseudonym as the author of Your Content.

With the exception of Your Content, all intellectual property in the Survey, including but not limited to copyright, official marks or trademarks, is owned by the Province. Copying or unauthorized use of any such intellectual property without the express written consent of the Province is prohibited.

Freedom of Information: Since most government information, including the Content of this Survey, may be the subject of a freedom of information request, it is possible that some or all of the information you submit will be disclosed publically under FOIPPA.

Collection of Personal Information: Your name, email address and your opinions are characterized as “personal information” under FOIPPA. In order to hear your thoughts on freshwater fishing in Vancouver Island Region lakes, and to manage BC’s freshwater fishery resource, we are collecting this personal information from you. Your email address may be used to contact you for clarification of your comment(s), to notify you of future opportunities to participate in public consultations, and to keep you updated on the progress of freshwater fishing in Vancouver Island Region lakes.

We also are collecting details of your acceptance of the Terms of Use for the purpose of administering this Survey.

The authority to collect personal information comes from Section 26(c) of FOIPPA. If you have any questions about the collection of your personal information, please contact: Joyce DeProy, Regional Records and Information & Privacy Coordinator, Corporate Services Division, 2080-A Labieux Road, Nanaimo, BC, V9T 6J9, (250) 751-3255, Joyce.Deproy@gov.bc.ca.

Use and Disclosure of Personal Information: By accepting the Terms of Use, you consent to the use and disclosure of your personal information for the purposes outlined above. You also consent to our responding to the email address you have provided regardless of whether the email service you have chosen stores information inside or outside Canada. Regarding your participation in the Survey, you will never be personally identified unless strictly in accordance with FOIPPA. Although the data is stored in Canada, it is accessible by a US company in order to maintain the application and as such, it may be subject to US law.

Additional Terms: These Terms of Use also incorporate the contents of the Copyright, Disclaimer, and Privacy notices at the bottom of the page. Please read them carefully.

If any term or provision of these Terms of Use is invalid, illegal or unenforceable, all other terms and provisions of these Terms of Use shall nonetheless remain in full force and effect.

These Terms of Use will be governed by and construed in accordance with the laws of British Columbia.