



BEAUTY ON TOUR PRIVACY POLICY

Last update: December 6, 2016

This privacy policy (the “Privacy Policy”) applies to the [www.beautyontour.ca] Beauty on Tour website (the “Website”) and is a statement of principles, guidelines and practices concerning the protection of personal information and of the choices you can make about the way your information is collected online via the Website and how that information is used. The Website is also governed by the Terms and Conditions – see end of this document.

ACCEPTANCE OF PRIVACY POLICY BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY.

Personal Information Collected

Beauty on Tour Inc. (“Beauty on Tour”) owns and operates the Website and is committed to protecting the privacy of its users. Beauty on Tour does not collect personal information about individual users except when such personal information is provided to Beauty on Tour on a voluntary basis. For example, if you register to receive our updates via newsletter, we will collect your name and the email address that you provide. We may also collect certain information about our website visitors, such as gender, age group and interests, but such information is aggregated and is not associated with any identifiable individual. Canadian privacy legislation defines personal information broadly as information about an “identifiable individual” or as information that allows an individual to be identified, and may include your first and last name, home address, telephone number, email address or other personal or demographic information.

Use of Personal Information

Beauty on Tour uses the information it collects from this Website (a) to monitor traffic to the Website; (b) to determine the future direction of the Website including any necessary technical upgrades; (c) to contact you regarding future services; and (d) to help prevent fraud, unauthorized activities, claims and other liabilities.

Permitted Disclosure

Personal information about users will not be sold or otherwise transferred to unaffiliated third parties without the user’s approval except Beauty on Tour reserves the right to disclose personal information: (a) to its affiliates, subsidiaries and third parties for purposes related to marketing the services offered by Beauty on Tour, its affiliates, subsidiaries and third parties; (b) if such disclosure is necessary for the establishment, exercise or defence of legal claims, as part of the administration of our loss prevention program, or as otherwise permitted by law; and (c) in connection with a corporate merger, acquisition, consolidation, the sale of a portion of our business, business unit or Beauty on Tour, or other fundamental corporate change, whatever form it may take.

Beauty on Tour reserves the right to contact you regarding matters relevant to your continued use of the Website and/or any information about you that is held by Beauty on Tour. Beauty on Tour further reserves the right to conduct statistical analyses through the use of data collected through the Website on an anonymous and aggregated basis in order to measure interest in and use of the Website. Beauty on Tour reserves the right to provide its analyses based on such anonymous and aggregated data to third parties.

If you complete and submit an on-line employment application found on the Website, you hereby consent to the disclosure of your completed on-line employment application to: (a) Beauty on Tour personnel; and to (b) the retailer who is a tenant of Southgate Centre and to whom such application is being made.

Monitoring

Beauty on Tour will not monitor, edit, or deliberately disclose private communications unless: (i) required to do so by law; (ii) you grant us permission; or (iii) in the good faith belief that such action is necessary to: (a) comply with the law; (b) comply with any legal process that is served on Beauty on Tour; or (c) protect and defend the rights or property of Beauty on Tour.

Security

Beauty on Tour maintains reasonable administrative, technical and physical safeguards in an effort to protect against unauthorized access, use, modification and disclosure of personal information in our custody and control. Unfortunately, no collection or transmission of information over the Internet or other publicly accessible communications networks can be guaranteed to be 100% secure. You acknowledge that: (x) there are security and privacy limitations of the Internet which are beyond the control of Beauty on Tour; (y) the security, integrity and privacy of any and all information and data exchanged between you and Beauty on Tour through the Website cannot be guaranteed; and (z) any such information and data may be viewed or tampered with in transit by a third party. Because of that we cannot ensure or warrant the security of any such information.

Retention of Personal Information

We have personal information retention processes designed to retain personal information of our customers for no longer than necessary for the purposes stated in this Privacy Policy or to otherwise meet legal requirements.

Cookies

Cookies are small data files containing information to specify unique preferences and to provide personalized content. Cookies collect information such as your browser type, time and length of your visit and any personal information you agree to provide. Most browsers are initially set up to accept cookies but visitors always have the option of disabling cookies and you can reset your browser to refuse all cookies or indicate when a cookie is being sent. However, if you refuse cookies, you may be limited in some areas of the Website.

This Website uses Google Analytics to provide web analytics services. Google Analytics is a web analytics service provided by Google, Inc. (1600 Amphitheatre Parkway, Mountain View, CA 94043, USA). Beauty on Tour uses the visitor information captured by Google Analytics to improve the user experience of its Website and to ensure the content on its Website is presented in a manner that makes it easy for site visitors to find and act upon the information they are seeking.

The information generated by the cookie regarding your use of our Website (including your IP- address) will usually be transmitted to and stored by Google on their servers. Google abides by a “US-Safe-Harbour” agreement. Google uses the audience related data, traffic source data and content related data. Google uses the information to evaluate the usage of our Website and to offer website analytics services to Ivanhoe Cambridge. Google may transfer this information to third parties when it is prescribed by law. Google will not connect your IP-address with other data of Google.

If you prefer to prevent the transfer of information regarding your visit to this website to Google Analytics, you are free to install a deactivation add-on. You can download this add-on right here:
<https://tools.google.com/dlpage/gaoptout/>

Location, Storage and Processing of Personal Information

Your personal information is stored in secured locations and on servers controlled by Beauty on Tour or its service providers, located either at our facilities or at the facilities of our service providers. For access to your personal information, please contact our privacy officer at the contact number or e-mail address provided in the “Contacting Beauty on Tour” section of this Privacy Policy.

Notwithstanding the foregoing, Beauty on Tour and its third party service providers may process or store your personal information outside of Canada. In accordance with the laws of those countries, in certain circumstances your personal information may be accessible by foreign law enforcement, regulatory bodies or other authorities.

Your Rights

At your request, Beauty on Tour will: (a) provide reasonable access to your information that is in Beauty on Tour’s records; and (b) use reasonable efforts to allow you to update/correct personal information which you state is incorrect to the extent that the information has been maintained by Beauty on Tour and if so, that such updating/correction will not compromise Beauty on Tour’s privacy or security interests, subject to the understanding that it may be impossible to completely delete your information without some residual information because of backups.

Changes to Privacy Policy

Beauty on Tour reserves the right to change this Privacy Policy at any time by notifying you of the existence of a new Privacy Policy. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on the Website, or by any other means by which you obtain notice thereof. Your continued use of the Website after such modifications will constitute your: (a) acknowledgement of the modified Privacy Policy; and (b) agreement to abide and be bound by the modified Privacy Policy.

Contacting Ivanhoe Cambridge

If you have any questions about this Privacy Policy or the privacy practices of Beauty on Tour in respect of this Website, please direct your inquiry to the Communications and Public Affairs, Beauty on Tour, 403-1228 Hamilton Street, Vancouver B.C. V6B 6L2. Canada.

BEAUTYONTOUR.CA WEBSITE TERMS AND CONDITIONS

The Beauty on Tour Website (www.beautyontour.ca) (“the Website”) is offered to you subject to your acceptance of the Terms and Conditions contained herein.

Your use of the website constitutes your agreement to these terms and conditions. If you do not wish to be bound by these terms and conditions, you shall discontinue your use of the website.

Ownership of Website

All right, title and interest in the Website is owned by or licensed by Beauty on Tour Inc. (“Beauty on Tour”). The materials provided on the Website including, without limitation, all content, site design, text, graphics are protected by copyright, trademark and other intellectual property laws. Any unauthorized use of the materials is strictly prohibited.

Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Website is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, transfer, or sell any information or services obtained from the Website without the express written consent of Beauty on Tour, which consent shall be at Beauty on Tour’s sole discretion.

Disclaimer of Warranties

Your use of the website and services available on or through the website is at your own risk. The website is provided on an “as is” and “as available” basis. Beauty on Tour, its affiliates, agents and licensors cannot and do not warrant that the website will be uninterrupted, secure, error free, accurate, complete or current. Nor does Beauty on Tour make any warranty as to the results that may be obtained from the use of the website or as to the accuracy or reliability of any information obtained, through the website. Any material and/or data uploaded, downloaded or otherwise obtained through the use of the website is done at your own destructive and risk. Beauty on Tour does not warrant or guarantee that such materials are free of viruses or other destructive code that may damage or infect your computer or other property. You will be solely responsible for any damage to your computer system or loss of data that results from uploading and/or downloading such material and/or data.

Limitation of Liability

IN NO EVENT SHALL Beauty on Tour BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IVANHOÉ CAMBRIDGE HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

Unlawful or Prohibited Use

As a condition of your use of the Website, you warrant to Beauty on Tour that you will not use the Website for any purpose that is unlawful or prohibited by these Terms or Conditions.

You agree not to upload or otherwise transmit through the Website any unlawful, harassing, false, misleading, libelous, abusive, profane, threatening, harmful, vulgar, obscene, sexually explicit, pornographic or otherwise objectionable material of any kind or nature. You further agree not to gain or attempt to gain unauthorized access to other computer systems via the Website.

You agree not to upload or otherwise transmit to or through the Website any material that: (i) infringes on any rights of third parties; and/or (ii) contains any virus or other harmful code that may change or disrupt the Website or any other user’s equipment or software.

Links to Other Sites

The Website may contain links to other websites (“Linked Sites”) operated by parties other than Beauty on Tour. Such Linked Sites are not under the control of Beauty on Tour and Beauty on Tour is not responsible for the contents of any Linked Site. Beauty on Tour is providing you with a link to the Linked Sites as a convenience and the inclusion of any such link does not imply endorsement by Beauty on Tour of the Linked Site or any association with its operators.

Termination

Either you or Beauty on Tour may terminate this relationship with or without cause at any time. You agree that Beauty on Tour may, in its sole discretion, terminate or suspend your access to all or part of the Website for any reason, including, without limitation, breach of the Terms and Conditions. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating this relationship and such activity may be referred to appropriate law enforcement authorities.

Should you object to the Terms and Conditions or any subsequent modifications thereto or become dissatisfied with the Website in any way, your only recourse is to immediately discontinue your use of the Website. Beauty on Tour shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension.

Applicable Law and Governing Law

You agree to comply with all applicable laws and regulations. These Terms and Conditions and all related transactions shall be governed by the laws of the Province in which the shopping centre to which the Website refers is located and the applicable laws of Canada. The parties hereby agree to the non-exclusive jurisdiction of the courts of the Province in which the shopping centre to which the Website refers is located.

Severability

In case any of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Headings

The section headings used herein are for convenience of reference only and do not form part of these Terms and Conditions.

Benefit of the Agreement

These Terms and Conditions are binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign or transfer your rights or obligations hereunder without Ivanhoe Cambridge’s prior written consent, which consent shall be at Beauty on Tour’s sole discretion.