

## General Terms and Conditions for Toronto Food Tours Inc.

### Weather

Tours and Events operate in all types of weather. Refunds will not be given for weather conditions. Toronto Food Tours Inc. reserves the right to cancel, postpone or reschedule any tour or activity if weather conditions may have a direct effect on the safety of our guests. In the rare event that an event is canceled by Toronto Food Tours Inc., a full refund will be issued to the credit card used to purchase said tickets. Please note that this can take up to 30 days for credit cards issued from Canadian banks and up to 60 days for cards issued by foreign banks.

### Food Allergies & Dietary Restrictions

I hereby acknowledge that I have disclosed any known food allergies and/or dietary restrictions to Toronto Food Tours Inc. at the time of ticket purchase. Toronto Food Tours Inc. reserves the right to substitute or omit any or all dishes served based on said declared allergies. I understand that certain tours and/or activities provided by Toronto Food Tours Inc. or any third party they employ may not be able to accommodate said allergies/restrictions at every tour stop or at every course of food served at the event I am attending. I understand no refunds will be issued based on food allergies and/or dietary restrictions. All food is consumed of my own free will and I understand the dangers that may be associated with consuming such foods and/or products. Toronto Food Tours cannot guarantee that foods do not contain trace amounts or have not come in contact with substances that can provoke or worsen any conditions you may have whether known or unknown.

### Refunds and Exchanges

Before purchasing tickets, carefully review your event details as all sales are 100% non-refundable unless otherwise noted. Tickets are 100% transferable to a third party. Refunds will not be issued for NO SHOWS

### Pricing and Other Errors

If the amount you pay for a ticket is incorrect regardless of whether because of an error in a price posted on this website or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been released for sale, then: Toronto Food Tours Inc. will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of this website or any other Toronto Food Tour Inc. affiliate operated system.

### License; Ejection and Cancellation; No Redemption Value

Toronto Food Tours Inc. reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with Toronto Food Tours Inc. rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a

revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

#### Recording, Transmission, and Exhibition

You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to Toronto Food Tours Inc. and the Event Provider(s) to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after the event) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

#### Proof of Age

You may be asked to provide proof of age on entry to the event. You must be 19 years of age to consume alcoholic beverages in the province of Ontario, Canada. You consent to provide proof of age and waive any related claims that may arise. If you elect not to consent to provide proof of age, you may be denied entry to the event without refund or other compensation.

#### You Are Subject to Search

You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, bundles and containers.

#### Unlawful Re-Sale of Tickets Commercial

Unlawful resale of tickets (or attempted resale) is grounds for seizure and cancellation without compensation. A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by Toronto Food Tours Inc., provided that even if such consent is obtained, any use of Toronto Food Tours Inc. trademarks and other intellectual property is subject to Toronto Food Tours Inc. consent.

#### Corporate and Group Bookings

Corporate and Group bookings are 100% non-refundable must be paid in full 10 days prior to the event. Final guest numbers and notice of any food allergies are due at this time. No refund will be given for absent guests. Toronto Food Tours Inc. reserves the right to cancel any booking if these conditions are not met. In the event of cancellation, all monies received to date will be considered non-refundable. Please note that an 18% service and gratuity fee will be added to all corporate and group bookings. Events that include alcoholic beverages will be subject to 4 drinks per person maximum included in the tour price. Extra alcoholic beverages will

be billed on a consumption basis and are subject to a 20% surcharge to cover server gratuities. This amount will be charged to your credit card at the end of the tour. You hereby consent to any addition consumption based charges and grant permission to Toronto Food Tours Inc. to charge said amount to the credit card used at the time of booking.

#### Consent to Receive Emails

By placing my order with Toronto Food Tours Inc. I am providing my irrevocable consent to receive emails regarding my order from or on behalf of Toronto Food Tours Inc. I understand that this consent applies only to emails directly related to an order I have placed and does not provide consent for future marketing related emails. I understand that I will be asked as part of my purchase if I would like to receive future marketing related emails from Toronto Food Tours Inc. and I will be given the opportunity to separately consent to or withhold my authorization to receive such emails. I further understand that withholding my consent to receive marketing emails does not alter my consent to receive emails regarding my purchase.

#### Consent to Receive SMS Messages

By placing my order through Toronto Food Tours Inc. and providing a valid mobile number, I am providing my irrevocable consent to receive SMS messages regarding my order from or on behalf of Toronto Food Tours Inc. I understand that this consent applies only to SMS messages related to an order that I have placed and does not provide consent for future marketing related SMS messages or telephone calls from Toronto Food Tours Inc.

#### Release, Waiver and Indemnity Agreement

In consideration of the services (the "Services") to be provided by Toronto Food Tours Inc., I hereby agree as follows:

- (i) I hereby assume all risks involved in my participation in any food tour, drink tour, edible escapade, cooking class, tasting, corporate team building event or group activity provided by Toronto Food Tours Inc.;
- (ii) (ii) I hereby release, waive, discharge and covenant not to sue Toronto Food Tours Inc., its principals and partners, and its employees and agents, and each of them (the "Releasees") from all liability to the undersigned, his/her personal representatives, assignees, heirs and next-of-kin for any loss on account of injury to the undersigned (including death) or damage to property of the undersigned arising from or during the provision of the Services;
- (iii) (iii) I hereby agree to indemnify, save and hold harmless the Releasees, and each of them, from any loss, liability, damage or cost that they may incur for losses and damages which may be brought against me or against any of them by anyone claiming to be injured (including death) or whose property is damaged as a result of my actions arising from or during the provision of the Services;
- (iv) (iv) The undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted in the Province of Ontario and that if any portion thereof is held to be invalid it is agreed that the balance of the Agreement shall continue in full force and effect; and,

(v) (v) The undersigned has read and voluntarily agrees to this Release, Waiver and Indemnity Agreement and further agrees that no oral representations and inducements apart from the foregoing have been made.

By Purchasing a ticket/tickets online to a tour or event from Toronto Food Tours or any of its affiliates or third party operators or suppliers or by attending said tour or event. I consent to have READ THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT AND AGREE TO ALL TERMS CONTAINED THEREIN.

Applicable Law These Terms and Conditions of Use shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada. Any dispute arising from these terms shall be resolved exclusively in the provincial and federal courts in Toronto, Ontario, Canada.

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Toronto Food Tours Inc. 782Queen St. East, Toronto, Ontario, M4M 1H3, Canada