



Xaragua Privacy Policy (*Contests / Promotions and Internet Sites*)

Effective January 2013

We at Café Xaragua (“Xaragua”) have adopted this Privacy Policy (hereinafter the “Policy”) to show our firm commitment to preserving the confidentiality of personal information given to us by contest/promotion participants and users of our Internet sites. Access to and protection of the personal information of our contest/promotion participants and Internet site users will be limited and controlled under this Policy, which will ensure that information is neither shared nor disclosed to unauthorized persons without the appropriate consent. Information collection, use, and disclosure practices as regards to personal information we collect are described below. Xaragua Ltd operates in Canada and the United States of America.

Your Consent To This Policy

By accessing this website and/or participating in one of our contests/promotions, you (as well as your parent or legal guardian, if applicable) acknowledge and accept these terms and conditions of use. If you are not in agreement, you should not access this website or submit any information.

Personal Information

Xaragua will only collect personally identifiable information about you (such as your name, address, telephone number or e-mail address) if you provide it to us voluntarily.

In order to participate in one of our contests/promotions, you must consent to the collection, use and disclosure of personal information for contest/promotion administration purposes, including authorizing your information to be publicly disclosed in accordance with the contest rules/promotion terms and conditions, which may be posted on our Internet sites. If you choose not to provide us with this personal information, this may affect your ability to participate in our contests/promotions.

From time to time, we may also request personal information for purposes beyond contest/promotion administration, for example: in order to contact you or to help us better understand your needs and how we may improve the products and services that we and/or our marketing partners offer. However, we will not require your consent to our collection, use or disclosure of information for these purposes as a condition of your participation in our contests/promotions. Xaragua may also have to disclose your personal information in order to comply with legal or regulatory requirements.

We may also ask you whether you wish to receive communications from us (especially information concerning our products and contests/promotions). On such occasions, you may choose to receive our communications (and subsequently to unsubscribe to our communications) by checking the appropriate box on the relevant form or web page. Also, see instructions below under the heading “How to Contact Us”.



Retention Of Personal Information

Xaragua will keep Personal Information for a reasonable period of time in order to fulfill the identified purposes, or as required or permitted by law or business custom, whichever is longer. We will establish retention criteria depending on the type of information collected. At a minimum, we expect to retain Personal Information that has been used to make a decision about an individual long enough to allow the individual access to the information after the decision has been made and, in the event of an access request or a challenge, long enough to exhaust any recourse an individual may have under the law.

Where Personal Information is no longer required to fulfill the identified purposes, or where an individual has requested that we delete his or her Personal Information, it will be made anonymous or will be destroyed in a manner that will protect it from unauthorized access or disclosure.

Security And Sharing

Xaragua will take reasonable precautions to keep secure the personal information you provide us. Your personal information may be shared with our authorized agents, third party service providers or affiliates in connection with services that these individuals or entities perform for us, but they are required to keep the information confidential and are not permitted to use the information for any purpose beyond that covered by your consent to Xaragua. Your personal information may be stored and processed outside of Canada. We will not disclose your personally identifiable information to anyone else without your consent.

Kids

If you are under the age of majority in your province or territory of residence, we require the permission of your parent or legal guardian before you provide any personally identifiable information to us, except as allowed by law.

Non-Personal Information Collected Automatically

We do not require your personal information in order for you to access this website. We may collect information about you that is not personally identifiable such as the type of internet browser or computer operating system you are using and the domain name of the website from which you linked to our site. In addition, when you view our websites, we may store some information on your computer in the form of a "cookie" or similar file. Cookies allow us to tailor a website or promotion to better match your interests and preferences. Most Internet browsers enable you to erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is stored. Please refer to your browser instructions or help screen to learn more about these functions. Xaragua does not collect your personal information automatically, but we may tie the information that we do collect automatically (such as the type of internet browser that you use) to your previously submitted personal information.



Use Of This Website

You may browse this website for personal entertainment and information purposes but you are not permitted to distribute, modify, communicate, transmit, revise or otherwise use the materials contained in this website in any way. Any use of these materials on any other website or networked computer environment for any purpose is prohibited without our prior written consent.

The materials on this website may be subject to copyright and other intellectual property rights and any unauthorized use of these materials may violate copyright, trade-mark and other laws. The use of any materials or trade-marks other than as expressly provided for by these terms is strictly prohibited.

User Submissions

Except as otherwise provided in this Policy, any material, information or other communication you transmit or post to our websites will be considered non-confidential and non-proprietary. Xaragua and its affiliates or others may copy, display, post, transmit, disclose, communicate or otherwise use the communications. You are prohibited from posting or transmitting to or from our websites any unlawful, threatening, libelous, profane, defamatory, obscene or pornographic material, or any material that would infringe the copyright or other intellectual property rights of another party if used without that party's permission, or any software that contains a virus, defect or other harmful or disruptive component. By transmitting any communications to our websites, including without limitation communications posted to chat rooms, bulletin boards or other user forums, you warrant that such communications are original to you or that you have authorization to publicly communicate them and you waive all moral rights or other similar rights world-wide in those communications.

Disclaimer & Limitation Of Liability

Your use of our sites is at your risk. OUR SITES, THE MATERIALS AND SERVICES PROVIDED AT OUR SITES AND LINKS TO OTHER SITES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Neither Xaragua, nor any other party involved in creating, producing or delivering our websites is liable for any direct, indirect, special, exemplary, consequential, punitive or other damages arising out of your use of, or inability to use, our websites, any websites linked to our websites, or the materials or information contained at any such sites, including any damage to or any virus that may infect your computer equipment. If applicable law does not allow the exclusion of implied warranties, the above exclusion may not apply to you.



Links To Third Party Content

Our websites may contain links to third-party websites which are not under the control of Xaragua, and Xaragua is not responsible for the contents contained in any linked site. These links are provided solely for your convenience. Xaragua does not endorse or make any representations or warranties about those sites, or any information, software or other products or materials found there, or any results that may be obtained from using them.

Governing Law And Severability

Our websites are intended for use by Canadian residents only. Any dispute arising out of or relating to your use of our websites will be governed by the laws of Alberta and the applicable federal laws of Canada. If a court of competent jurisdiction determines that any provision of this Policy is invalid or unenforceable, that determination will not affect the validity or enforceability of any other provision.

Corrections

In order to help us maintain and ensure that the personal information contained in your file is up-to-date and accurate, you must inform us without delay, of any change in information.

Individual Access

Upon written request, we will:

- give you access to that Personal Information;
- inform you of the existence, use and disclosure of your Personal Information; and
- respond to any issue you raise with respect to the accuracy or completeness of your Personal Information, and will amend it if appropriate.

We will investigate all written requests in a timely manner, and respond to you within a reasonable time (generally within 30 days). In some cases, we may require you to provide additional information in order for us to process your request.

While our response will ordinarily be provided at no cost to you, depending on the nature of the request and the amount of information involved, we reserve the right to charge a fee. In these circumstances, we will inform you of the approximate cost to provide the response and proceed upon receipt of your confirmation that you wish us to continue and that you will pay the estimated charge at the time of or before receiving access to the information

If your complaint or request is not resolved to your satisfaction, we will record the substance of the unresolved challenge. Where appropriate, the amended information or the existence of the unresolved challenge, as the case may be, will be transmitted to third parties having access to the information in question.



When Access May Not Be Available

<http://www.facebook.com/photo.php?fbid=590267367669182&set=a.278702135492375.83448.119019854793938&type=1&theater>In certain limited situations, as permitted or required by law, we may refuse a request or may not be able to provide access to all the Personal Information we hold about you. Where permitted, the reasons for denying access will be provided to you upon request. Exceptions may include (but are not limited to): information that contains references to other individuals or confidential commercial information that cannot be severed from the record; information collected in the course of investigating a breach of an agreement or in the course of a formal dispute resolution process; and information that is subject to solicitor-client privilege.

How To Contact Us

All requests, questions or concerns about your Personal Information should be sent by mail, fax or e-mail to either of the following:

Café Xaragua

#164 - 2880 45th Avenue SE

Calgary AB T2B 3M1

Email: info@cafexaragua.com

Phone: (587) 434-0070

Fax: (403) 272-9301

General

Xaragua reserves the right to revise this Policy at any time by updating this legal notice. You are bound by these changes and therefore should periodically review this Policy.

All personal information held by Xaragua may be communicated, used or transferred to any other corporation or person that continues the operations of Xaragua.