

## Terms and Conditions

### A. PROGRAM POLICIES, ELIGIBILITY CRITERIA AND TERMS & CONDITIONS

- 1) Program policies, eligibility criteria and Terms & Conditions may be changed at any time without notice.
- 2) The application intake is operated by BC Care Providers Association (BCCPA) and EngAge BC, an operating arm of BCCPA as funded by the *Government of Canada's New Horizons for Seniors Program*.
- 3) Applicants must review and agree to the Terms & Conditions when starting the application process online.

### B. AVAILABILITY OF PROGRAM DELIVERY

- 1) The ability to approve applications is dependent on the length of time the virtual concerts are available by the service provider and no later than the end of March 2022.
- 2) Program approval is valid up until the end of the virtual concert series with the service provider.
- 3) There is a maximum of one (1) application per site that operates as a campus of care, for example, Assisted Living, Long-term Care and/or Independent Living.
- 4) If any information is missing or the application is incomplete, the BCCPA Programs Coordinator will be in touch with the applicant to obtain updated information as required for final reporting requirements.
- 5) The service provider(s) is determined by the BCCPA and may be changed at any time without notice.

### C. PROGRAM ENROLLMENT

- 1) The program is not a grant for applicants to choose a virtual music program provider so there is no monetary value as there is a designated service provider already in place.
- 2) Upon application submission, the applicant provides BCCPA consent to forward their contact information to the service provider for the purposes of program registration and providing access to the online concert portal.

### D. CONDITIONS FOR PROGRAM DELIVERY

- 1) The applicant is responsible for implementing protocols to safely deliver the program at their site.
- 2) BCCPA is not responsible for ensuring each applicant's site is safe for program delivery.

#### E. SUSPENSION AND REVOCATION

- 1) If it is identified that the applicant does not meet the Terms & Conditions of the *Symphony for Seniors* program, BCCPA reserves the right to suspend or revoke program access.

#### F. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 1) Information collected for the purposes of the application is protected and cannot be released to anyone for any reason, except as required by law, as required by the Government of Canada's *New Horizons for Seniors Program* for reporting requirements and as required by the *Symphony for Seniors* Release of Information for the purposes of program access through the service provider. Information is not being released without the consent of the applicant or as required by law, in compliance with the Information and Protection of Privacy Act.
- 2) Any results from reporting requirements may be disclosed publicly, in compliance with the Freedom of Information and Protection of Privacy Act.

#### G. COMMUNICATION PROTOCOL

- 1) Once the application is approved, participation in the program cannot be released publicly prior to obtaining written approval from BCCPA as per funding requirements.
- 2) Program participants are required to acknowledge the support of the *Government of Canada's New Horizons for Seniors Program* and BC Care Providers Association in all their promotional material associated with the program once information can be publicly released.
- 3) The program participant agrees to have their site information, pictures, and story announced to the media. This may include a formal onsite event with representatives from the BCCPA, the *Government of Canada's New Horizons for Seniors Program* and local dignitaries.

## H. LIABILITY WAIVER

- 1) By agreeing to the Terms & Conditions, you acknowledge and agree that BCCPA has no liability whatsoever with respect to the service provider, or any loss, damage or expense sustained by you.
- 2) You acknowledge that you have read, understood, agree, and accepted the Terms & Conditions as stated. You certify that the information provided in this application is true, correct, and complete to the best of your ability.
- 3) You hereby release and indemnify on behalf of BCCPA and its employees and the third parties from and against any and all expenses, claims, demands, liabilities, losses, costs, damages, actions, suits or other proceedings of any nature or kind, whomsoever sustained, brought or prosecuted in any manner whatsoever relating to this application, including without limitation based upon, occasioned by or attributable to the negligent act or omissions or the willful or reckless misconduct of the service provider in its fulfillment or utilization of the funds as provided by BCCPA. BCCPA acts solely as a third-party funder and as such has no role in the relationship between the applicant and service provider support after the application is completed other than what is required for reporting purposes of the program.