

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.nsmbhl.ca** (the "Site"). This Site is owned and operated by LB Sports Society, publicly known as the Nova Scotia Minor Ball Hockey League (NSMBHL). This Site is a minor sport organization.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Nova Scotia Minor Ball Hockey League (NSMBHL) and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

User Contributions

Users may post the following information on our Site:

- Photos;
- Videos; and
- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Registration to our Ball Hockey league.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Refunds

Refunds for Services

We provide refunds for services sold on our Site as follows:

- Nova Scotia Minor Ball Hockey League - Refund policy – updated May 2025

We discourage player from registering and then deciding not to play. We do however appreciate that sometimes a change is required.

Once registration is received, if a player decides not to play for any reason, they may request a refund.

If a player decides not to play before 15 days before the start of the season as posted on the website a refund of \$150 will be provided.

After 15 days before the start of the season, and before 15 days after the start of the season, the league will refund \$100 of your registration fee.

No refunds will be offered after 15 days after the start of the season.

Team Jerseys are to be returned to the league after the final game has been played.

All parents agree to pay \$35 if they do not return their team jersey. This charge will be sent to the parent within two weeks after the season ends by email and will be payable by e-transfer. If the team jersey is returned, the cost will be waived.

Please ensure your player can play before registering.

Consumer Protection Law

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Nova Scotia Minor Ball Hockey League (NSMBHL) and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Nova Scotia Minor Ball Hockey League (NSMBHL) and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Nova Scotia.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

admin@nsmbhl.ca

1386 Edward Street Halifax

You can also contact us through the feedback form available on our Site.

Effective Date: 5th day of May, 2025

Nova Scotia Minor Ball Hockey League®