

Like It Buy It Rules Of Sale

1. By participating in the “Like It Buy It” online sale (the “Sale”) or accessing the website (the “Website”), you acknowledge that you have read, understand and accept these Rules and Conditions of Sale governing the Sale. **If you do not agree with these Rules and Conditions of Sale (“Rules”), do not use the Website or participate in the Sale.** The Sale is brought to you by the Montreal Gazette, a division of Postmedia Network Inc. (“Postmedia”), through its online e-commerce provider Iliffe Edwards Group dba “GoBid”. Postmedia reserves the right to update and change, from time to time, these Rules and Conditions of Sale, by posting such revised rules on this Website. You are responsible for reviewing this page periodically to keep yourself apprised of any such updates.
2. The Sale is open to all persons who have reached the age of majority in the Province in which the Postmedia newspaper hosting the Sale is located, with the exception of employees of GoBid and members of either of its and their respective immediate families (parents, children, siblings, spouses) and those with whom such employees reside; these individuals are not permitted to participate in the Sale. Employees and representatives of those companies making goods or services available for purchase through the Sale (each a “Seller”), their immediate families and those with whom such employees and representatives reside may participate in the Sale but may not purchase items that are provided by the Seller.
3. You understand and agree that: (a) Postmedia is not the vendor of the items and is providing the Sale solely as a venue for Sellers to advertise and promote items for you to purchase on; (b) except as expressly provided in these Rules and Conditions of Sale, Postmedia is not involved in the transaction between you and a Seller; and (c) Postmedia is not acting as agent for you or the Seller or participating in the buying, selling or exchanging of the items, nor is Postmedia soliciting orders on behalf of the Sellers.
4. A description of each item provided by the Sellers will be posted on the Website. The description of each item is provided by the Seller and Postmedia assumes no responsibility for any inaccuracies or mis-descriptions of any item.
5. The Sale will be operated through the Website. To purchase an item, you must go to the Website and:
 - Select the category you are interested in
 - Select the item you want to purchase
 - Click “add to cart” and then click “checkout” when you want to complete the purchase
 - Follow the procedure as instructed by the secure checkout process.
6. Items that are sold out will be removed from the Website or marked ‘sold’.
7. With respect to all items other than motor vehicles, once the Buyer has made full payment of the Purchase Price for the item, and such payment has been confirmed by Postmedia, Buyer will be issued a receipt for the item (listing the Purchase Price). Confirmation and redemption information will be emailed to the Buyer at the conclusion of the Sale, as outlined in Section ii.2.9 below.

(i) Conditions of Sale and Redemption Instructions

1. The Conditions of Sale form a binding contract between the Buyer and Postmedia.
2. The “**Total Purchase Price**” for an item is defined as:
 - the purchase price (the “**Purchase Price**”) for the item; plus
 - any applicable sales tax required by law to be collected and remitted by the Seller.

(ii) Payment for all items shall occur as follows:

1. with respect to motor vehicles, the Buyer shall pay the Total Purchase Price to the Seller directly, in accordance with the process described in Paragraph 20 below;
2. with respect to all items (other than motor vehicles), **Postmedia will only collect the Purchase Price from the Buyer (not the sales taxes); the Buyer will be responsible for paying all sales taxes directly to the Seller when they collect the item(s) from the Seller.**
 1. Buyers may be required to pay the Seller other applicable transactional taxes, as determined by the Seller and as communicated to the Buyer. It is the Seller's and the Buyer's responsibility to ensure that all taxes that apply to the items or transactions are collected, reported and remitted to the appropriate tax authority.
 2. It is the Seller's and the Buyer's responsibility to obtain any applicable or necessary licenses, registrations, or any other form of approval for the items sold and to pay any fees associated therewith.
 3. Postmedia is not the vendor of the items, is providing no representations or warranties in respect of any of the items, and assumes no responsibility for the items in any manner whatsoever. Postmedia shall not be liable to the Buyer or any participant in the Sale for or in respect of: any inaccuracy or other misrepresentation on the Website or other description of the item, the failure of the Seller to provide the item, or the failure of the item to perform as expected. The Sellers of each item are solely responsible for the descriptions of the items included on the Website, and for the supply, condition, estimates, authenticity, title, representations as to price, quality, merchantability, fitness for purpose and all other matters relating to the offer and sale of the items.
 4. All sales are final. Refunds and chargebacks are not permitted.
 5. Certain items comprised of gift cards or vouchers may be subject to expiry dates, where permitted by law.
 6. All delivery or pick-up arrangements must be made by the Buyer with the Seller. Except for motor vehicles, items may not be picked up from the Seller until the conclusion of the Sale.
 7. With respect to all items other than motor vehicles, the Purchase Price must be paid in full at the time of the online transaction. Payments for all items (other than motor

vehicles) must be made by VISA, MasterCard, American Express or such other credit card as Postmedia may accept from time to time.

8. For all items other than motor vehicles, at the conclusion of the Sale, Buyer will be emailed a summary listing all items they purchased during the Sale, together with an “Item Purchase Certificate” for each item (which will list the confirmation number for the item and any applicable redemption instructions). Buyer will then be required to present in person the applicable Seller with the Item Purchase Certificate and produce: (i) a copy of the Buyer’s Photo ID for verification by the Seller; and (ii) the credit card used to purchase the item. **The Buyer will also be required to pay all applicable taxes owed in respect of the item;** after which the Seller will release the item to the Buyer. Buyer will be required to sign a confirmation with the Seller indicating that Buyer has picked up the item.
9. With respect to the purchase of motor vehicles, the Buyer must transact directly with the Seller once the Buyer has selected the vehicle from Website, in accordance with the following process: (i) Buyer will select a vehicle to purchase from the available inventory on the Website by adding the item to their online shopping cart (no payment will be made at this stage); (ii) after Buyer has confirmed its intent to purchase the vehicle, Postmedia will issue to the Buyer a voucher entitling the Buyer to purchase the vehicle from the Seller; (iii) **BUYER MUST THEN PRESENT THE VOUCHER TO THE SELLER AND COMPLETE THE PURCHASE BY NO LATER THAN 6 P.M. ON THE NEXT REGULAR BUSINESS DAY. ON THE NEXT REGULAR DAY IMMEDIATELY FOLLOWING THE DAY THE BUYER RECEIVES THE VOUCHER (THE “DEADLINE”). (CHECK TO SEE IF DEALERSHIP IS OPEN SUNDAY).** In order to complete the purchase, the Buyer must sign an agreement of purchase and sale with the Seller, make all necessary arrangements with the Seller for payment of the Total Purchase Price (including all applicable taxes, fees and any terms and conditions related to financing if applicable). Payment procedures for motor vehicles are determined by the individual Seller. Postmedia has no responsibility with respect thereto. **IF THE BUYER FAILS TO COMPLETE THE PURCHASE BY THE DEADLINE, THEY WILL IMMEDIATELY LOSE THE RIGHT TO PURCHASE THE VEHICLE AND THE VOUCHER WILL BECOME NULL AND VOID. THE VEHICLE WILL THEN BE: (A) OFFERED TO THE FIRST INDIVIDUAL ON THE WAITING LIST (IF APPLICABLE); OR (B) RE-LISTED ON THE WEBSITE FOR SALE IF THERE IS NO WAITING LIST. THE PROCESS DESCRIBED ABOVE WILL APPLY TO ALL RE-LISTED VEHICLES.**
3. For certain items purchased through the Sale, additional terms and conditions may apply as outlined in the Website, all of which are the responsibility of the Seller and the Buyer, and not of Postmedia.
4. If the Buyer fails to comply with the Rules and the Conditions of Sale, including the obligation to make full payment of the Total Purchase Price within the time limits and terms set out herein, in addition to other remedies available to Postmedia and the Seller, Postmedia or the Seller may cancel the sale and re-offer the item or sell it privately and hold the Buyer liable for any costs or losses associated therewith.

(iii) GENERAL

1. Postmedia is committed to protecting your privacy. To view Postmedia's Privacy Statement online, please click **here**. Personal information collected from you in the course of the Sale will be used by Postmedia for the purpose of administering the Sale or as otherwise required by law. In addition, Postmedia will disclose your personal information to the Seller of any item or service you purchase for the purpose of facilitating the transaction and Postmedia may use your personal information to contact you regarding its own services and those of its affiliates. NOTE: If you do not want your personal information used by Postmedia or its affiliates to market its own services to you, you may opt out of all post-Sale contact.
2. Postmedia is not responsible for any attempted purchases that are lost, misdirected, incomplete or illegible, or for failed, partial or garbled computer transmissions, or for technical failures of any kind including, but not limited to, malfunctioning of the Website or any network, hardware or software, which may limit or prevent a purchaser's ability to participate in the Sale. Proof of sending will not be proof of receipt by Postmedia. Postmedia is not responsible for any on-line or other charges you may incur in connection with participating in the Sale. Postmedia is not responsible for the availability or content of any other website to which the Website is linked.
3. Postmedia is responsible for the administration of the Sale. Postmedia has no involvement in any transaction entered into through the Sale except to the extent that Postmedia will collect the Purchase Price for items other than motor vehicles, as outlined herein. **When making purchases through the payment gateway, please ensure that you correctly enter your credit card details (including address and CSV numbers) to avoid multiple pre-authorization charges.**
4. All items offered on the Website through the Sale are provided by the Seller on an "as-is" basis except as specifically provided on the Website. Postmedia makes no representations or warranties and there are no conditions of any kind, express or implied, statutory or otherwise, with respect to: the Website; the items offered through the Sale; or any transactions conducted through the Sale or the Website, including without limitation:
 5. implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
 6. b. any implied warranty arising from course of dealing or usage of trade;
 7. c. any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of Postmedia; and
 8. d. that the Website will meet your requirements, always be available, accessible, accurate or secure.
9. Postmedia and its affiliates will not be liable for any damages of any kind including without limitation direct, indirect, incidental, punitive and consequential damages and damages for loss of profit or revenue arising out of or in connection with a Buyer or other individual's participation in the Sale or use of the Website or any goods or services purchased or obtained through the Sale and/or the Website.
10. All content on this Website is the property of Postmedia or the Sellers. Postmedia grants a limited license to each user of the Website to make personal use only of the Website itself.

Any other use, including the reproduction, modification, distribution, transmission, or display of the content on the Website is strictly prohibited.

11. You are prohibited from using any method, mechanism, device, or software to affect the proper functioning of the Sale or the Website. Postmedia may, in its sole discretion and without notice, terminate the right of any participant or user of the Website to participate in the Sale or use the Website.
12. Postmedia reserves the right, in its sole discretion and without notice, to extend, terminate or modify the Sale, or these Rules and Conditions of Sale, in the event of technical difficulties that affect the proper functioning of the Sale and to deny an eligible participant the right to participate in the Sale.
13. The Sale is governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein.