

TBS DISPLAY PROGRAMS | TERMS & CONDITIONS

1. Display Programs are optional services that allow participating brewers the opportunity to advertise on the selling floor of participating locations of The Beer Store (TBS) across Ontario and online as a curated omnichannel promotional package for a fee. Participation varies by store and program.
2. TBS reserves the right to change the Terms and Conditions at any time by posting revised Terms and Conditions on The Beer Store website.
3. TBS Advertising and Promotional opportunities including display programs and associated descriptions, fees, and other terms and conditions will be posted on The Beer Store website. In the event of any inconsistency among the Terms and Conditions cited within the documents, this document shall prevail.
4. The Beer Store promotional calendar consists of 13, 4-week cycles (Appendix 1).
5. Participating brewers are responsible for a) supplying product to TBS for the display b) designing advertising for the promotion (where applicable) using TBS supplied templates and criteria c) supplying advertising for the promotion (where applicable) according to criteria and directives from TBS d) compliance of all advertising with applicable laws and regulations, including AGCO guidelines.
6. TBS is responsible for a) reviewing and approving featured product b) reviewing and approving advertising (where applicable) c) managing the print production and shipping of advertising to stores (where applicable) d) managing the online advertising e) setting up product displays in stores f) setting up advertising in stores (where applicable) g) replenishing product displays during each 4 week promotional cycle.
7. Participating brewers shall pay The Beer Store for all promotional services provided according to the programs booked. Fees, as published on The Beer Store website, shall be calculated and charged to the Brewer on the weekly billing statement from TBS proportionately during the month(s) of the promotion, unless otherwise approved by TBS in writing.
8. All stores may not carry the promotional sku(s) in accordance with the Listing Policy. It is the responsibility of the brewer to ensure their product has been listed at participating stores within the identified listing windows. Refer to section 27 for substitution protocol.
9. TBS reserves the right to modify or cancel a program or any part of a program with 30 days written notice.
10. These Terms & Conditions and all communication related to Display Programs are for the sole use of The Beer Store and for the reference of those brewers participating in the programs.
11. The safety and security of customers, staff and company assets take precedence over merchandising and marketing initiatives.

12. All brewers interested in booking a program must follow the booking process described for each program as published on The Beer Store website which may include a scheduled annual Draft or a first come, first serve booking process. Each booking process includes structured deadlines and methodology as determined by The Beer Store.
13. In the event of a store closure that impacts a secured booking, TBS will reassign the brewer investment to other comparable programming within the same calendar year.
14. In the event of a brewer merging with or being acquired by another, the resulting entity (brewer) will retain the programming as originally booked by the forementioned brewer for the remainder of the program term.
15. A brewer may re-assign a program booking to another brewer with which it has a registered agency relationship pursuant to applicable liquor regulations.
16. Depending on brewer interest, it may not be possible for all interested brewers to participate in Display Programs due to the limited number of opportunities available.
17. Cancellations for program bookings must be received by TBS in writing 16 weeks before the activation is scheduled to begin. The brewer will be charged in full according to the published fees if this deadline is not met.
18. Participating brewers will agree to comply with a workplan, as defined by TBS, that will ensure product and advertising (where applicable) are in market and online on time. Any brewer that fails to meet the deadlines detailed in the workplan will be subject to incremental fees that will be charged in addition to the published fees.
19. Print material required outside of the standard scope of a program such as price adjustment stickers and reprinted advertising will be subject to incremental fees that will be charged to the brewer in addition to the published fees.
20. TBS has defined display quantity maximums for standard pack sizes for reference by participating brewers when planning inventory needs for the displays and for each store.
21. All product will be displayed as shipped from the brewer.
22. Brewers are responsible for ensuring product supply is available 4 weeks before the in-market date for store ordering 3 weeks prior.
23. Display inventory is not included in the calculation of store capacity.
24. Designation and placement of each display in the store is determined solely by TBS as dictated by store format, operational requirements and customer flow. All display models elevate the product and/or advertising from the floor to prevent damage.
25. As part of the workplan (section 18), and where applicable, brewers are responsible for designing advertising for their promotion using TBS supplied templates. Artwork composition, content and copy is subject to review and approval by TBS and all pricing references must comply with the TBS Pricing Communication Policy. Once approved, final artwork files (where applicable) will be transferred to TBS to manage a) printing and shipping of advertising to participating stores and b) publishing of online advertising.

26. Advertising, legal and regulatory compliance for brewer supplied artwork is the sole and absolute responsibility of the brewer supplying the artwork. TBS reserves the right to remove any brewer advertising at the request of an applicable regulatory authority and program fees will not be refunded for brewer non-compliance. Participating brewers will indemnify and hold harmless TBS for any non-compliance.
27. When the featured product is not listed, out of stock or sells down below a determined safety threshold and cannot be replenished the entire display will be merchandised with a substitute product as determined by the Store Manager following this protocol in priority order: a) same brand, alternate pack b) same brewer, alternate brand c) same product category. Advertising will remain on display only if the promoted content aligns with the product on display.
28. Where applicable, TBS and/or participating brewer will replace missing and/or damaged advertising as needed by stores.
29. At the conclusion of each cycle, TBS will remove all product from display and transport it to the stock room. Advertising will be removed and recycled.

Appendix 1: 2025 Promotional Cycles

TBS standard marketing cycles are 4 weeks in duration, Monday to Sunday and are subject to statutory holidays.

Cycles	In-Market Dates
1	January 6 - February 2
2	February 3 - March 2
3	March 3 - March 30
4	March 31 - April 27
5	April 28 - May 25
6	May 26 - June 22
7	June 23 - July 20
8	July 21 - August 17
9	August 18 - September 14
10	September 15 - October 12
11	October 13 - November 9
12	November 10 - December 7
13	December 8 - January 4

Appendix 2: Term Dictionary

activation	a brewer display approved by TBS, consisting of product and/or advertising featured in one or more stores for a 4-week cycle
brand	a 3 or 4 digit merchandise category
brewer	the party named in the signed User Agreement
cycle	one of 13, 4-week cycles
Draft	annual, scheduled process and agenda to facilitate program bookings
omnichannel	curated promotion in store and online
pack	a pack + volume + container combination (e.g. 24 pack x 341ml bottles)
User Agreement	a User Agreement between a manufacturer of beer and TBS providing for the listing of the manufacturer's products for sale through TBS