

THE BEER STORE
PROMOTIONAL PROGRAMS TERMS & CONDITIONS
FOR CALENDAR YEAR 2027

The Beer Store (“TBS”) Promotional Programs Terms and Conditions (“Terms”) govern the participation of Brewers in advertising, promotional, sponsorship, merchandising, and marketing opportunities (the “Program”) offered by TBS from time to time. Through such opportunities, participating Brewers may elect, subject to availability, TBS approval, and payment of applicable fees, to advertise and promote their brands, products, and marketing campaigns within TBS retail locations, on its website located at www.thebeerstore.ca (“Website”), through TBS digital channels, and through other media or promotional platforms operated or controlled by TBS. Participation in any advertising or promotional opportunity is subject to these Terms, as may be amended by TBS from time to time. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in Appendix 2.

By participating in the Program, submitting materials to TBS, or purchasing any advertising or promotional opportunity, the Brewer agrees to be bound by and comply with the following terms and conditions:

1. Programs are optional services that allow participating Brewers the ability to enhance the visibility of their brands and products through various advertising, promotional, and merchandising opportunities. Program availability, formats, placements, and fees are determined by TBS and may vary by channel, location, and promotion.
2. These Terms and all communication related to the Programs are for the sole use of TBS and for the reference of those Brewers participating in the programs.
3. TBS reserves the right to modify or amend these Terms at any time by posting updated terms and conditions on the Website. Continued participation in the Program constitutes the Brewer's acceptance of any such amendments.
4. TBS reserves the right, in its sole discretion, to modify, suspend, or cancel any Program or any portion thereof of a Program with thirty (30) days prior written notice to participating Brewers, or immediately where required for operational, legal, regulatory, or business reasons.
5. TBS has authority to define promotional opportunities to drive category growth including program criteria and zones. Store layout and capacity may vary over time influencing programs and opportunities.
6. Program opportunities, descriptions, eligibility requirements, fees, and other applicable Program details will be documented and communicated through Program materials and may be posted on the Website. In the event of any conflict, inconsistency, or discrepancy between these Terms and any other Program-related materials, these Terms shall prevail, except where a Program-specific document expressly states that it supersedes a particular provision of these Terms.
7. TBS standard marketing cycles are four (4) weeks in duration, Monday to Sunday and are subject to statutory holidays (Appendix 1). Cycles that do not follow this schedule will be called out specifically by program.

8. All Brewers interested in booking a Program must follow the booking process described for each program 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 TBS. Applications outside of these timelines will be considered on a case-by-case basis at the sole discretion of TBS.
9. The Draft is a time bound, scheduled process where select TBS programs are booked by eligible and interested Brewers according to market share through a planned agenda. The total number of opportunities and zones vary by program and are at the discretion of TBS to outline the configuration according to district alignment or other operational considerations. A Draft Overview will be shared annually with eligible brewers including assigned opportunities, selection process and order. The Overview will be at the discretion of TBS.
10. Participating Brewers shall pay TBS for all promotional services provided according to the programs booked. Fees, as published on the Website, will be charged to the Brewer and posted on the weekly billing statement from TBS according to Appendix 1, unless otherwise approved by TBS in writing. In the event of a store closure, the Program fees will be adjusted according to active store count.
11. Participating Brewers will agree to comply with preset tasks and deadlines as defined by TBS for each program that will ensure product and advertising are in market and online on time. Responsibilities vary by Program and may include without limitation: a) supplying product to TBS for product displays and sales uplift b) designing advertising and supplying artwork for printing using TBS supplied templates and criteria c) supplying advertising according to criteria and directives from TBS. Any Brewer that fails to deliver on the tasks and deadlines may be subject to incremental fees that will be charged in addition to the published fees.
12. Brewers advertising at store a) must include all articles featured on the physical display, b) must comply with the TBS Pricing Communication Policy; and c) must comply with applicable laws and regulations, including AGCO guidelines.
13. For Core Display Programs, brands can be featured on concurrent programs in the same store(s) and can only repeat for consecutive cycles in the same zone(s) featuring a different article and promotion.
14. Advertising, legal, regulatory, and intellectual property compliance for all artwork, graphics, designs, images, logos, trademarks, packaging, labels, and other materials supplied by a Brewer whether individually or as part of promotional products, is the sole and absolute responsibility of the Brewer. The Brewer represents and warrants that it has obtained and shall maintain all rights, licenses, permissions, consents, and authorizations necessary for the use, reproduction, display, distribution, and advertising of such materials, including any third-party intellectual property incorporated therein.

By supplying such materials to TBS, the Brewer grants TBS a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, display, distribute, and otherwise incorporate the Brewer's brands, trademarks, logos, product images, packaging/product artwork, and associated intellectual property in connection with TBS advertising, promotional, merchandising, educational, and informational activities, including on the Website and other TBS-operated channels.

TBS reserves the right to refuse, remove, suspend, or discontinue any Brewer advertising or promotional materials at the request of an applicable regulatory authority or where TBS reasonably determines that such materials may violate applicable laws, regulations, industry

standards, or third-party rights. No Program fees shall be refunded as a result of such removal or suspension.

In addition to any other indemnity obligations granted to TBS, the Brewer shall defend, indemnify, and hold harmless TBS, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including legal fees) arising from or relating to: (i) the Brewer's failure to comply with applicable advertising, legal, or regulatory requirements; or (ii) any actual or alleged infringement, misappropriation, or violation of any intellectual property or other rights of a third party in connection with materials and/or products supplied by the Brewer.

15. All stores may not carry the promotional article(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.
16. A Brewer may re-assign a program booking to another brewer with which it has a registered agency relationship pursuant to applicable liquor regulations.
17. In the event that a Brewer merges with, is acquired by, or otherwise combines with another entity, any Program bookings approved by TBS and in effect as of the effective date of such transaction shall automatically transfer to and be assumed by the resulting or acquiring entity (Brewer).
18. Brewers are responsible for gathering competitive intelligence in market for all Programs and promotions at TBS to support their strategic and analytical pursuits.
19. TBS responsibility varies by Program and may include: a) reviewing and approving featured product b) reviewing and approving advertising c) managing the print production and shipping of advertising to stores d) managing the online advertising e) setting up product displays in stores f) setting up advertising in stores, and g) replenishing product displays during each four (4) week promotional cycle.
20. Participation in any Program is subject to availability and Brewer interest. TBS does not guarantee participation to all interested Brewers and reserves the right to limit, allocate, or deny participation where demand exceeds available Program opportunities.
21. 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.
22. For product displays and sales uplift, Brewers are responsible for ensuring product supply is available four (4) weeks before the in-market date for store ordering three (3) weeks prior.
23. TBS has established maximum display quantities for standard pack sizes under each Program. These quantities are provided for reference purposes only to assist participating Brewers in planning and managing inventory for Program displays.
24. All products shall be displayed in the condition and packaging in which they are received from the Brewer.
25. Display inventory is not included in the calculation of store capacity.

26. Designation and placement of product displays at 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.
27. The safety and security of customers, staff, company assets, and TBS property at store level shall take precedence over all merchandising, advertising, promotional and marketing initiatives conducted under any Program.
28. When a featured product is not listed at a store, 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.
29. For unsold displays, TBS reserves the right to merchandise the space according to merchandising strategy defined by store type, seasonal trends and category growth principles.
30. Where applicable, TBS and/or participating Brewers will replace missing and/or damaged print advertising as needed by stores.
31. At the conclusion of each cycle, TBS will remove all product from display at store and transport it to the stock room. Advertising will be removed and appropriately disposed of.
32. TBS will try to accommodate Brewer requests that align with the opportunities and criteria outlined in the promotional catalogue and where space permits in store at that moment in time. Space may vary throughout the year based on store changes, capacity or other factors.
33. Cancellations for Program bookings made on a zone basis must be provided to TBS in writing no later than sixteen (16) weeks prior to the commencement of the applicable booked cycle. If notice of cancellation is not received within this timeframe, the Brewer shall remain responsible for, and shall be charged, the full applicable Program fees in accordance with TBS' published fee schedule.

Appendix 1: 2027 Promotional Cycles

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

Cycles	2027 In-Market Dates	Billing Month
1	January 4 - 31	January
2	February 1 - 28	February
3	March 1 - March 28	March
4	March 29 - April 25	April
5	April 26 - May 23	May
6	May 24 - June 20	June
7	June 21 - July 18	July
8	July 19 - August 15	August
9	August 16 - September 12	September
10	September 13 - October 10	October
11	October 11 - November 7	November
12	November 8 - December 5	December
13	December 6 - January 2, 2028	December

Appendix 2: Term Dictionary

Article	a 7-digit product listed at TBS
Brand	a 3 or 4 digit merchandise category
Brewer(s)	the party named in the signed User Agreement
Core Display	a product display booked under the Volume Driver and/or Discovery Programs (EDP, FDP, DCP, ECP)
Cycle	one of 13, 4-week marketing cycles
Draft	annual, scheduled process and agenda to facilitate program bookings
Listing Policy	the terms by which a brewer can list a product at TBS
Pack	a unit quantity + volume + container (e.g. 24 pack x 341ml bottles)
User Agreement	a signed agreement between a manufacturer of beer and TBS providing for the listing of the manufacturer's products for sale through TBS
Zone	a predetermined group of stores