## 2026 TBS PROMOTIONAL PROGRAMS TERMS & CONDITIONS

- 1. TBS Promotional Programs are optional services that allow participating brewers the opportunity to advertise their brands and promotions at store and online for a fee. Program opportunities vary according to store and online offerings.
- 2. These Terms & Conditions and all communication related to TBS Promotional Programs are for the sole use of The Beer Store and for the reference of those brewers participating in the programs.
- 3. TBS reserves the right to modify or change the Terms and Conditions at any time by posting revised Terms and Conditions on The Beer Store website.
- 4. TBS reserves the right to modify or cancel a program or any part of a program with 30 days written notice.
- 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. TBS Promotional Program opportunities, descriptions, eligibility, fees, and other terms and conditions will be documented and 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.
- 7. TBS standard marketing cycles are 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 The Beer Store. Applications outside of these timelines will be considered on a case-by-case basis.
- 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 The Beer Store.
- 10. 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, 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. Brewer advertising at store a) must include all articles featured on the physical display, b) must comply with the TBS Pricing Communication Policy 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 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.
- 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 of a brewer merging with or being acquired by another, any programming booked with TBS will be acquired by the resulting entity (brewer).
- 18. Brewers are responsible for gathering competitive intelligence in market for all programming 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 g) replenishing product displays during each 4 week promotional cycle.
- 20. Contingent on brewer interest, and the number of opportunities available in each program, it may not be possible for all interested brewers to participate.
- 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 4 weeks before the in-market date for store ordering 3 weeks prior.
- 23. TBS has defined display quantity maximums for standard pack sizes according to programs and display models for reference by participating brewers when planning inventory for the displays.
- 24. All product will be displayed as shipped 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 and company assets at store takes precedence over merchandising and marketing initiatives.
- 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 programs booked by zone must be received by TBS in writing no later than 16 weeks before the start of the booked cycle. The brewer will be charged in full according to the published fees if this deadline is not met.

## Appendix 1: 2026 Promotional Cycles

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

Cycles	2026 In-Market Dates	Billing Month
1	January 5 - February 1	January
2	February 2 - March 1	February
3	March 2 - March 29	March
4	March 30 - April 26	April
5	April 27 - May 24	May
6	May 25 - June 21	June
7	June 22 - July 19	July
8	July 20 - August 16	August
9	August 17 - September 13	September
10	September 14 - October 11	October
11	October 12 - November 8	November
12	November 9 - December 6	December
13	December 7 - January 3, 2027	December

## **Appendix 2: Term Dictionary**

Article a 7-digit product listed at TBS

Brand a 3 or 4 digit merchandise category

Brewer 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