Molson Canadian® "Make It Canadian" Contest

(the "Contest")

OFFICIAL CONTEST RULES

- 1. **ELIGIBILITY:** To be eligible to enter and win, you must be: (i) of legal drinking age in your province of residence; and (ii) a resident of Canada. You are not eligible to enter or win, if you are: a) an employee of Molson Canada 2005 (the "Sponsor"), its affiliates and related companies, advertising or promotional agencies, the contest judging organization, any participating stores or the prize suppliers; b) an employee or contractor of a provincial liquor authority, a beer distribution company or a participating licensed establishment, or, any liquor licensee authorized by a provincial liquor authority; c) anyone involved in the development and/or administration of the Contest; or d) a member of the immediate family (defined as parents, siblings, children and spouse, regardless of where they live) or household (whether related or not) of any of the above persons.
- 2. HOW TO ENTER: NO PURCHASE NECESSARY. Contest begins on or around July 1st, 2020 and all entries must be submitted and received by 12:00 pm (ET) on July 31, 2020 (the "Entry Deadline" and "Contest Closing Date"). To enter, visit www.thecanadiancase.ca or www.CaBrasseChezNous.ca (together, the "Contest Websites") and follow the on-screen instructions to create your virtual case by selecting your beer brands of choice from a list of participating brewer's provided by Sponsor to complete their case. In order to complete case, an entrant must select 12 brands. No duplication of brands. Once an entrant has created his/her virtual case, they are then required to share their virtual case (the "Entry") using Twitter. Entrants' Twitter account must be public. All Entries must include the following 3 components listed below in their tweet to be eligible to win:
 - 1) @Molson Canadian;
 - 2) #MakeItCanadian or #ÇaBrasseChezNous; and
- 3) Use one of the following regional hashtags, hashtag used must be based on your province/territory of residence:
 - Residents of Alberta: #ABContest
 - Residents of British Columbia: #BCContest
 - Residents of Manitoba: #MBContest
 - Residents of New Brunswick: #NBContest
 - Residents of Newfoundland and Labrador: #NLContest
 - Residents of Nova Scotia: #NSContest
 - Residents of Northwest Territories: #NTContest
 - Residents of Nunavut: #NUContest
 - Residents of Ontario: #ONContest
 - Residents of Prince Edward Island: #PEContest
 - Residents of Quebec: #ConcoursQC
 - Residents of Saskatchewan: #SKContest

Residents of Yukon: #YTContest

Entrants can submit an Entry either through the Internet or through a mobile device. If entering via mobile, standard data rates may apply. Check your service carrier plan for your rates and fees. Each virtual case submitted will count as one (1) Entry into the Contest. Limit: one (1) entry per person per day. Entries submitted in any other manner and format other than what is outlined hereinabove will not be accepted. Entries must be submitted by the entrant themselves and they entry must not infringe upon the rights of any third party. Entries that do not comply with these Official Contest Rules or the Terms of Use of the Contest Website or that contain prohibited or inappropriate content such as illegal, immoral, nudity, profanity, indecent or offensive content, as determined by the Sponsor or its agent in their sole discretion will be disqualified from this Contest.

The Releasees (as defined below) will not be responsible for illegible, incomplete, lost, misdirected or late Entries, all of which will be void. Use (or attempted use) of any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

- 3. **DRAWING:** On August 3^{rd,} 2020, at 12:00 pm (ET) in Toronto, Ontario at 33 Carlingview Dr., a random drawing will be conducted from among all eligible Entries received per region. Sponsor or its designated agent will attempt to notify the selected entrants by direct messaging/commenting on their Entry. To be declared a winner of a Prize, a selected entrant must first correctly answer, a mathematical skill-testing question to be administered online and without assistance of any kind, whether mechanical or otherwise. If a selected entrant cannot be contacted within two (2) business days of the first attempted notification; (ii) fails to correctly answer, or incorrectly answers, the skill-testing question; (iii) fails to execute and return to Sponsor any required Declaration and Release of Liability form within the time period indicated on such form; and/or (iv) cannot accept the applicable Prize as awarded for any reason whatsoever; then the applicable Prize will be forfeited and the Sponsor has the right but not the obligation, in its sole discretion and time permitting, to select an alternate eligible entrant. The odds of winning will depend on the total number of eligible entries received per region.
- 4. PRIZES: There are two hundred and fifty (250) prizes (each a, "Prize") available to be won, regionally allocated as follows: 10 in BC, 40 in AB, 10 in SK, 10 in MB, 10 in ON, 50 in QC, 25 in NS, 25 in NB, 10 in PEI, 30 in NFLD, 10 in NV, 10 in YK, 10 in NWT.

Each Prize consists of one (1) Make it Canadian Cooler bag. The approximate value of each Prize is \$100.00 CAD.

Prize item may not be exactly as shown in promotional materials and will be delivered to winners' residences within four (4) to six (6) weeks. Limit: one (1) Prize per household.

Prize is not transferable or assignable and must be accepted as awarded with no substitutions in cash or otherwise, except at Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion to substitute a Prize of equivalent monetary value if a Prize or any part of the Prize cannot be awarded as described for any reason. The Releasees (as defined below) will not be responsible, however, if weather conditions, event cancellations, or other factors beyond Sponsor's reasonable control prevent a Prize or any part of a Prize from being fulfilled. In any such event, winner will not be provided with a substitute Prize or cash equivalent. Prizes will only be released to the verified winners. Return of any Prize/Prize notification as undeliverable may result in disqualification and selection of an alternate eligible winner. Limit: one (1) Prize per household.

- 5. **RELEASES**, **ETC.**: Before being declared a winner, a selected entrant may be required to sign a Declaration of Compliance and a Release of Liability form, which (among other things): (i) confirms compliance with these Official Contest Rules; (ii) acknowledges acceptance of the applicable Prize as awarded; (iii) releases the Sponsor, its advertising and promotional agencies, any contest judging organization. provincial liquor authorities, beer distribution companies, parent companies and affiliates of the foregoing and all of their respective directors, officers, owners, partners, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding, use and/or misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. The Releasees do not make, nor in any manner are responsible or liable for: (i) any warranty, guarantee or representation, expressed or implied, in fact or in law relative to any Prize, including but not limited to its quality, merchantability, fitness for purpose or mechanical condition; and (ii) are not liable for injury, loss or damage of any kind resulting from the acceptance, use and/or misuse of any Prize, travel related thereto (as applicable), or otherwise from participation in this Contest. Declaration and Release documents must be returned within the time period indicated in the documents or the applicable Prize will be forfeited.
- 6. **LIMITATIONS OF LIABILITY:** Without limiting the limitations of liability set forth elsewhere in these Official Contest Rules and/or the Declaration of Compliance and Release of Liability, and for greater certainty, the Releasees will not be liable for: a)

any incomplete or inaccurate information, whether caused by Contest Website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the capturing and/or processing of Entries; b) the theft, loss, destruction or unauthorized access to, or alteration of, Entries or the Contest Website; c) any problems with, or technical malfunctions of, telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; d) any failure of any e-mail to be received by or from Sponsor and/or Entry to be captured or recorded for any reason including but not limited to traffic congestion on the Internet or at any website or combination thereof; e) damage to a participant's or other person's system occasioned by participation or downloading of materials in this Contest; f) any typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, these Official Contest Rules, the selection and/or announcement of eligible winner(s), and/or the distribution of any Prize(s); and/or g) any combination of the above.

- 7. PERSONAL INFORMATION: By entering this Contest, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest, including, but not limited to, for the purpose of receiving one or more messages, whether electronic or not, from the Sponsor or its designated representative, which may provide entrants with information regarding the Contest or otherwise further the administration of the Contest. The entrant will be deemed to have solicited these messages from the Sponsor by virtue of entering the Contest. By accepting a Prize, the winners consent to the collection, use and disclosure to the public of their names, addresses (city, province/territory), voices, statements and photographs or other likenesses for publicity purposes in connection with the Contest in any media or formats, including but not limited to the Internet, without further notice, permission or compensation. Personal information will not otherwise be used or disclosed without consent. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
- 8. INTELLECTUAL PROPERTY: All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the relevant Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 9. COPYRIGHT-PROTECTED WORK: By submitting an Entry into the Contest, the entrant represents and warrants that the Entry submitted is original to the entrant, and all right, title, and interest (including copyright) thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor to use the Entry as contemplated herein; and that the Entry does not infringe upon the intellectual property or other statutory or common law rights of any third party. In consideration for the

opportunity to participate in the Contest, the entrant hereby (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry, in whole or in part, for advertising or promoting the Contest, or, for any other reason; (ii) waives all moral rights in and to his/her Entry in favour of the Sponsor (and anyone authorized by the Sponsor to use the Entry); and (iii) agrees to release, indemnify and hold harmless the Releasees from and against any and all claims related, directly or indirectly, to his/her Entry – including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action.

- 10. RIGHT TO TERMINATE, SUSPEND OR AMEND: Sponsor reserves the right to terminate or amend this Contest, in whole or in part, without prior notice except to the Régie des alcools, des courses et des jeux in Quebec if any factor interferes with its proper conduct as contemplated by these Official Contest Rules. Any such action will be subject, in Quebec, to the approval of the Régie des alcools, des courses et des jeux.
- 11. MISCELLANEOUS: All decisions of the Sponsor, or any contest judging organization as designated by it, are final and binding without right of appeal in all matters relating to this Contest. The Releasees will not be responsible for illegible, incomplete, lost, postage-due, misdirected, affected by technical failures, errors or late Entries which will be void. Any use of automated devices is prohibited. All Entries become the property of Sponsor and will not be acknowledged or returned. No correspondence will be entered into except with selected entrants (or any other entrant(s) as deemed necessary by the Sponsor). Contest is subject to all applicable federal, provincial and municipal laws. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Twitter account submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to the Twitter account by Twitter, or by an Internet access provider, online service provider or other organization that is responsible for assigning accounts. An entrant may be required to provide Sponsor with proof (in a form acceptable to the Sponsor- including, without limitation, government issued photo identification) that he/she is the authorized account holder of the account associated with the entry in question.

Sponsor reserves the right at its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Sponsor, any individual that it finds or believes to be not in compliance with these Official Contest Rules; to be tampering with the entry process or the operation of the Contest or Contest Website; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE,

SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Subject only to applicable law and any required regulatory approval, the Sponsor reserves the right and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Official Contest Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor affects the proper administration of the Contest as contemplated in these Official Contest Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Contest Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these English Official Contest Rules shall prevail, govern and control to the fullest extent permitted by applicable law.

- 12. **LIQUOR AUTHORITIES:** The provincial liquor authorities are not connected with this Contest in any manner whatsoever and are not liable in any way whatsoever with regards to any matter relating to this Contest.
- 13. **QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the board only for the purpose of helping the parties reach a settlement.