

Terms of Use for Molson's www.produparty.com web site

By entering and using **www.produparty.com** (the "Site") you agree to and are bound by the terms and conditions set out below. Molson Canada 2005 ("Molson") may revise these terms and conditions at any time – so check here periodically to note any changes.

1. Legal Drinking Age

Molson maintains this Site for people of legal drinking age...so don't enter and use this Site if you're not of legal drinking age in the province, state, territory or country in which you reside.

2. User Generated Content

You agree to post content on this Site in compliance with these terms and conditions. Upon posting content on this Site, you grant Molson and its successors and assigns a non-exclusive, worldwide, royalty-free, perpetual right and licence under your copyright to use, adapt, publish, distribute, translate, reproduce and create works derived from or based upon such material in any and all media, without any duty to account to you. In addition, you irrevocably waive all of your moral rights as author in respect of such information, however arising. You shall not post content that includes or contains: (1) non-public information about companies without the proper authorization to do so; (2) false information about yourself or others; or (3) a virus, trojan horse, worm, or other harmful or disruptive component.

3. Content Guidelines

You agree that the content you post, submit, store, transmit, download, upload or distribute on this Site:

- Is NOT threatening, abusive, libelous, defamatory, obscene, or legally objectionable;
- Does NOT constitute, encourage or condone:
 - a criminal offense or give rise to civil liability;
 - any form of violence, hatred or harassment;
 - any form of discrimination on any ground covered by federal, provincial and territorial human rights legislation in Canada, such as religion, race, colour, sexual orientation, disability, etc.;
- Does NOT contravene any applicable law, regulation, policy, guidelines or industry standard, as determined by Molson;
- Does NOT communicate, depict or encourage:
 - Immoderate or irresponsible consumption of alcohol;
 - Consumption of alcohol by individuals who appear to be under legal drinking age;
 - An association between consumption of alcohol and any skilled or dangerous activity;
 - Consumption of alcohol in general;
- Does NOT involve the unauthorized use of information, software, music, trademarks, photographic images, personality rights or other material

protected by copyright, or other intellectual property right, without the permission of the copyright owner or the holder of the intellectual property right.

4. Monitoring

At any time and without notice, Molson may screen, disallow, review, edit or remove any content posted by you that appears to violate these terms and conditions. Molson has the right, but not the obligation, to monitor any content on this Site to determine compliance with these terms and conditions and other Molson policies and to satisfy any applicable law, regulation, policy, guidelines or industry standard or authorized government request. Molson does not endorse any content submitted by you or by others. You agree not to rely on any content as being screened, reviewed, monitored or approved by Molson.

5. Access

You shall use this Site for lawful purposes only. Molson has the right to deny any person access to this Site or any portion thereof without notice. Molson has the right to immediately terminate your access to this Site where your conduct is unacceptable, as determined by Molson in its sole discretion, or where you have breached any of these terms and conditions or any other policy on this Site. Molson has the right to change or discontinue any aspect or feature of this Site, including, but not limited to, content, hours of availability, and equipment needed for access or use.

6. Copyright and Other Intellectual Property

The trademarks and logos on this Site are registered and unregistered trademarks of Molson or are used under licence from, or with the consent of, the respective trademark owner. The display of trademarks or trade names on this Site does not convey or create any licence or other rights in these marks or names and their use without the written consent of Molson or the respective trademark owner is strictly prohibited.

7. Limited Licence

Molson grants to you a strictly limited licence to display on your computer, print, download and use a single copy of the underlying HTML, text, audio clips, video clips and other content on this Site, for non-commercial (personal or educational) purposes only, provided that: (1) you do not modify any such content; and (2) you include with and display on each copy of such content the associated copyright notice and this limited license. No other use is permitted. Without limiting the generality of the foregoing, you may not: (1) make any commercial use of such content; (2) include such content in or with any product that you create or distribute; (3) copy such content onto your or any other person's website; or (4) distribute such content to anyone whatsoever. Notwithstanding the above, nothing contained in this licence shall be construed as conferring any right under any copyright of Molson or any other person who owns the copyright in content provided on this Site.

8. Use At Your Own Risk (Indemnification)

By entering and using this Site you agree that you do so at your own risk. You submit and post content, including personal information about yourself and others, at your own risk. You rely on content posted by others at your own risk. Molson does not warrant the quality, accuracy or completeness of any claims, statements or information on this Site. Molson makes no representations about the suitability of any information or products contained or offered on this Site for any purpose. All information is provided “as is” without warranty or condition of any kind. This Site may include inaccuracies or typographical errors. Molson reserves the right to make changes to this Site at any time. The next sentence is really long (222 words) but very important. You agree to defend, indemnify and hold harmless Molson, its affiliates and partners and each of their respective officers, directors, employees and agents, and any other parties involved in creating, producing, delivering, or monitoring this Site, from and against all claims and expenses and from any liabilities or damages whatsoever, including any direct, incidental, consequential, indirect or special damages, or any other losses, costs or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, regardless of whether or not such liability or damages arise in contract, tort, negligence, equity, statutorily, or otherwise, in connection with access to or use of this Site or in the delay or inability to use this Site, or in connection with any content, information, data, promotions, activities, products or services associated with this Site, or in connection with your downloading of any materials, text, data, images, video or audio from this Site, or in any connection otherwise, including but not limited to anything caused by any transmission defects, viruses, bugs, human action or inaction of any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections, even if there is a fundamental breach or if Molson has been advised of the possibility of liability or damages.

9. Links to Third Party Sites

This Site may contain hyperlinks to websites operated by parties other than Molson. Such hyperlinks are provided for your reference only. Molson does not control such websites and is not responsible for their content. No endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on, or linked from or to this Site. Your access and use of such third party websites, including information, material, products and services therein, are solely at your own risk. Molson’s Privacy Policy is applicable only with respect to this Site. You agree to review the privacy policy of any third party website before disclosing your personal information on that website.

10. Submissions

Molson welcomes your comments about this Site. Molson pays its agencies and suppliers big bucks to come up with creative ideas...so please don’t submit any

creative ideas, suggestions or materials (other than those specifically requested on this Site)...Molson can't accept or consider them. If you didn't read the previous sentence (or chose to ignore it) and you submit your creative ideas, suggestions or materials anyways, you agree not to assert any ownership right or legal right to or control over your submission (including, but not limited to, copyright, trademark, moral rights, or implied contractual rights) and you waive the right to receive any financial or other consideration in connection with such unsolicited submission including, but not limited to, an acknowledgment or credit.

11. Governing Law

This site is created and controlled by Molson. This Site is intended for Residents of the province of Quebec only. The laws of the province of Quebec and the laws of Canada applicable therein shall govern the content on this Site including these disclaimers and terms and conditions, without giving effect to any principles of conflicts of law.

TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES BY MOLSON

In addition to the Terms of Use above, you agree to the following terms and conditions governing the offering by Molson of the Products and Services available on this Site:

1. Molson agrees to provide the products (the "Products") and/or perform the services (the "Services") described on this Site in accordance with the provisions hereof and as set out in the Order Form.
2. Molson shall have the sole right to supervise and direct the performance of the Services and shall in all respects act as an independent contractor.
3. Molson shall be paid for the Products and/or the Services in accordance with the terms set out on this Site or on the Order Form delivered to you electronically, in response to your Request for Products/Services.
4. Molson represents and warrants to you that it shall carry out the Services in a workmanlike manner using reasonable care and diligence and, that at the time title passes, you will have good and clear title to the Products being sold hereunder, free and clear of all liens and encumbrances. All Products provided to you shall have such warranty, if any, as the manufacturer thereof provides. Molson's sole responsibility under any such warranty will be, at Molson's option, to either repair or replace any Products which fail during the warranty period due to a defect in workmanship and/or material. The above warranty is contingent upon proper use of the Products in accordance with the published specifications with respect to such Products. **THESE EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN. MOLSON AND YOU AGREE THAT FOR ANY BREACH OR DEFAULT BY**

- MOLSON IN CONNECTION WITH THIS AGREEMENT, EVEN FOR A BREACH OF CONDITION OR FUNDAMENTAL TERM OR FOR A FUNDAMENTAL BREACH OR BREACHES, YOUR EXCLUSIVE REMEDY SHALL BE PAYMENT BY MOLSON OF YOUR DAMAGES, TO A MAXIMUM AMOUNT EQUAL TO THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT. In no event shall Molson, its affiliates, partners, or their respective directors, officers, employees or agents have any liability for your loss of profits, loss of business revenue, failure to realize expected savings, other commercial or economic loss of any kind whatsoever or for any indirect, special or consequential damages even if advised of the possibility thereof. Nor shall Molson, its affiliates, partners, or their respective directors, officers, employees or agents be liable for failure to perform any of its obligations hereunder where such failure arises by reason of any cause beyond its reasonable control.
5. When making purchases or other transactions through this Site, you may be asked to supply certain information, including credit card or other payment mechanisms. You agree that all such information you provide will be accurate and complete. You agree to pay all charges incurred by you or other users of your account and credit card or other payment mechanisms at the prices in effect when such charges are incurred. You also will be responsible for paying all applicable taxes, if any, relating to purchases on this Site. You agree to be bound by all of the terms and conditions on this Site and on any applicable order form.
 6. This Site is controlled and operated by Molson from its offices in the Province of Ontario, Canada. The Products accessed through this website will be delivered directly to you. You will be responsible for paying any delivery charges assessed.
 7. You agree that under no circumstances shall Molson, its affiliates, partners, or their respective directors, officers, employees or agents be held responsible or liable for situations where the data stored or communicated through this Site are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to Molson at the time) which may exist in the network. Molson simply stores and facilitates the transmission of private electronic communications. Electronic communications on this Site are private, and only under situations where explicitly required or allowed by law will such communications be accessed, intercepted, disclosed, or used without the consent of at least one of the parties to the communication.
 8. Your agreement with Molson is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This excludes the application of the United Nations Convention on the International Sale of Goods.

The parties have required that this agreement and all documents related hereto be prepared in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.