

CONSENT TO BECOMING AN APP MEMBER AND PARTICIPATE IN THE GAME

1. In my name and on behalf of my personal representatives, heirs and successors and on behalf of my next of kin, declare that: (i) I am admissible to become an APP member, namely that I have reached the age of 18, the legal drinking age in the province of Quebec or legal drinking age in my province/territory/country of residence, that I am free to give my consent hereunder, and that the personal information that I have supplied to register is accurate; (ii) I have read and understood this consent as well as the Rules of the Game, Molson's Terms of Use for this Web Site and its Privacy Policy and I undertake to abide by their provisions at all times and in all respects. I also acknowledge that should I fail to do so, my member status, my participation in the Game may be terminated and I may be disqualified and excluded from this Web Site.
2. In consideration for being permitted to become an APP member and to participate in the Game, and as such be given access to the produparty.com and/or partypro.com and/or molsondry.com Web site(s) (collectively the "Web Site") of Molson Canada 2005, I hereby grant Molson Canada 2005, its advertising and promotional agencies and other agents and representatives (hereinafter collectively the "Sponsor") and their respective successors and assigns, the perpetual, worldwide, royalty-free permission, licence and all rights of any kind and character, to reproduce, copy, publish, translate, adapt, modify, distribute, redistribute, create derivative works from or otherwise use or disclose, in whole or in part, for commercial and advertising purposes, the personal information published on my profile as an APP member (namely my first name, surname (as the case may be), nickname, region (city and province)) along with other non nominative information such (as my preferred sports position and my favourite beer) also entered on my profile, and all material and content that I may submit as an APP member, including without limitation, all information (including any personal information), texts, photographs, images, videos, recordings and/or representations (hereinafter collectively the "content"), in all media and formats, including without limitation, newspapers and other publications, radio and television broadcasts, films and interactive media, namely Internet, without further notice, permission or compensation, and without any obligation to account to me, for any type of use whatever. This information and content may be used as is or as may be retouched or edited, or as one may refrain from so doing, in whole or in part, in relation to advertising, promoting and marketing products. I agree that Sponsor may decide in its entire discretion not to allow my registration, not to use any content submitted, terminate the Web Site or my participation as APP member at all times.
3. I further certify that I am the sole producer of all content submitted and sole holder of all rights in said content, including copyright, that what I submit contains no material protected by any copyright or other intellectual property right; including but not limited to images, artistic, musical, literary or cinematographic works, namely video or film excerpts, television or radio programmes, sound recordings, music, lyrics, poems etc.
4. I hereby expressly acknowledge and agree that my personal information in my profile as well as all content submitted by me, including my image and/or likeness, will be made public and may be reproduced and redistributed by persons other than other than Sponsor, and I fully understand that Sponsor has no control over such persons who shall have captured this information and content (including my image and/or likeness) for private purposes or with a view to publish them, and I accept that the distribution or display to the public of such information or content are beyond knowledge and/or control of Sponsor and that Sponsor shall have no liability for such activities. I further acknowledge and agree that this information and all content submitted by me may be commented or criticized by persons other than Sponsor, namely other APP members.
5. I understand and agree that in connexion with my participation in the Game, Sponsor may send me various communications in view of the Game, namely to inform me of opportunities and means offered to me in order to accumulate points and allow a chance to improve my odds of winning.. These communications may take the form of e-mails or text messages (SMS) or other electronic communications through the web site www.produparty.com. I understand and accept that standard text messaging rates may apply and I declare being aware of their detail for having checked my service carrier plan with my wireless service provider. Conversely, I acknowledge and agree that, should I withdraw my permission at any time whereby Sponsor may no longer send me such communications, my odds of winning may diminish.
6. I also agree that the content submitted must be tasteful and not contain any nudity, nor any illegal, immoral or offensive words, activities or images, as determined by Sponsor in its sole discretion. I certify having obtained all authorizations required for the content submitted and that I did not use material that I did not have permission to use.
7. I acknowledge that Sponsor does not endorse the content that I or anyone, may transmit, including any communications I may have with other APP members and that Sponsor shall not be deemed to have reviewed, screened or approved such communications. I agree, that as an APP member, I use this Web Site and any content I choose to download at my own risk. I agree that should I communicate or display content, including my personal information or that of others, I do so at my own risk. If I rely on information or content posted by other users of this Web Site, including APP members, I do so solely at my own risk. Whenever the opportunity shall be given to me to post content on this Web Site, I undertake that this content shall conform to the present consent, the Rules of the Game and the Terms of Use for this Web Site. In this regard, I acknowledge that I shall not use this Web Site and/or my status as APP member to do any of the following:

- a) post, store, transmit, download or distribute any threatening, abusive, libellous, defamatory, obscene, or legally objectionable materials of any kind, including anything constituting or encouraging a criminal offence, giving rise to civil liability, or otherwise violating any laws, regulations, policies, guidelines or industry standard, as determined by Sponsor
- b) post any non-public information about companies without the proper authorization to do so;
- c) provide false information or impersonate someone else, namely upon registration;
- d) post, transmit or otherwise distribute any materials that contain a virus, trojan horse, worm, or other harmful or disruptive component; or
- e) upload, post, transmit or otherwise distribute or reproduce any information, software or other material protected by copyright, or other intellectual property right (including but not limited to music, trade-marks, photographs), or subject to privacy and/or personality rights, without the permission of the copyright owner or the holder of the right.

Without limiting the generality of the preceding, I undertake that all content to be submitted or distributed by me:

➤ Shall not constitute, encourage or condone in any way:

- 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 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.

8. I acknowledge and agree that Sponsor reserves the right for any reason to disallow or remove from this Web Site any content received from me without notice, including without limitation any content that appears to violate the Terms of Use of this Web site or the terms of this consent. I acknowledge and agree that Sponsor reserves the right, in its sole discretion and without notice, to deny me access to this Web Site or any portion thereof, to disqualify me from the Game if Sponsor believes I failed to comply with the present consent, the Rules of the Game or the Terms of Use for this Web Site.

9. I agree that I shall have no right of approval, no claim to any compensation or benefit and no claim (including, without limitation, claims based on right to/invasion of privacy, defamation, or right of publicity) arising out of any use of any part of my APP member card, any information it contains or the content submitted, or of any blurring, distortion, alteration, optical illusion, sound effects, or use in composite form, whether or not intentional, of any part of said registration or content. I hereby waive any and all of my moral rights on all content I may submit. By so doing, I agree that Sponsor may make these changes as is necessary without further notification to me.

RELEASE OF LIABILITY CLAUSE - PLEASE READ CAREFULLY

10. In consideration of my registration as an APP member and/or my participation in the Game and on this Web Site as APP member, in my name and on behalf of my personal representatives, heirs and successors:

- a) I hereby, fully and forever release, discharge and covenant not to sue Sponsor, its promotional partners, the Web Site supervising organization, if any, provincial liquor authorities, beer distribution companies, parent companies and affiliates of the foregoing and all of their respective directors, shareholders, owners, officers, partners, employees, agents, representatives, successors and assigns (collectively, the "Releasees") of and from any and all claims, demands, lawsuits, actions or causes of action, costs, expenses, losses, damages or other prejudice of any nature whatsoever, whether known or unknown, whether at law or in equity, arising out of or connexion with my registration or my participation as APP member, which I or my heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Releasees.
- b) I also hereby, fully and forever release, discharge and covenant not to sue the Releasees from any liability they may have toward me, my heirs, executors, administrators, successors or assigns for any loss or damage, and for any claim or demand arising out of a bodily injury (including death) or property damage I may suffer, including any injury to reputation, whether directly or indirectly related to my status as an APP member or my participation as APP member, whether such damages are caused by the Releasees' fault or otherwise.
- c) I assume all risks and full responsibility for all damages or other prejudices as well as all obligations in connexion with said damages or prejudices, arising directly or indirectly from, or in connexion with, my status as an APP member or my participation in the Game and in the Web Site as APP member, whether such damages are caused by the Releasees' fault or otherwise.
- d) I hereby agree to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or costs they may incur arising out of any failure to abide by the terms and conditions stated herein, in the Rules of Game, the Terms of Use of the Web Site and the Privacy Policy and/or of demands, causes of action or claims brought by me or in my name or by or in the name of my heirs, executors, administrators, successors or assigns, whether the claim is based on the Releasees' fault or otherwise.
- e) I hereby agree that this "Consent and Release of Liability" extends to all acts and omissions of the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the Province of Quebec regardless of circumstances, and that if any portion of this document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Without limiting the generality of the foregoing, I hereby waive the benefits of any statutes or law that purports to limit the effect of this release; and waive the benefits of any provision of the law known as "moral rights" or similar laws.

11. The APP membership is created and controlled by Sponsor in the Province of Quebec, Canada. As such, the laws of the Province of Quebec, and the federal laws of Canada applicable therein, shall govern this Consent and Release of Liability, without giving effect to any principles of conflicts of law.

I DECLARE THAT I HAVE CAREFULLY READ THIS RELEASE AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE SHALL HAVE GIVEN UP SUBSTANTIAL RIGHTS BY CLICKING "I ACCEPT" FOLLOWING THIS DOCUMENT, AND HAVE FREELY AND VOLUNTARILY ACCEPTED THE ABOVE WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.