

Molson Coors Beverage Company

Terms & Conditions of Use

Effective Date: January 1, 2020

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF USE (“Terms and Conditions”) AND THE PRIVACY POLICY LOCATED AT WWW.MOLSONCOORS.COM/EN/PRIVACY-POLICY (“PRIVACY POLICY”) CAREFULLY BEFORE USING THIS WEBSITE.

By using this Site, you understand and agree to be bound by these Terms and Conditions and recognize that you may be waiving certain rights. In particular, these Terms and Conditions contain an arbitration agreement, which limits your rights to bring an action in court and have disputes decided by a judge or jury, and provisions that limit our liability to you. Your continued use of this Site is subject to your continued compliance with these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions, you may not use this Site.

This “Site” (as defined below) is owned and operated by Molson Coors Beverage Company and its subsidiaries including Molson Coors North America, Molson Coors Europe, their operating companies and their respective subsidiaries, affiliates, and affiliated brands, agents, trusted service vendors/providers, and corporate affiliates acting on our behalf (“**Molson Coors**”, “**us**” “**our**” or “**we**”). This is contract between you (and, if you are agreeing to these terms and conditions on behalf of another entity, that entity) and the Molson Coors entity who owns the digital property that you are using. These Terms & Conditions of Use (the “**Terms & Conditions**”) set forth the legal terms and conditions governing Sites and online advertisements. “**Site(s)**” means Molson Coors websites, social media pages that we control, promotional sites, widgets and mobile sites and applications, our rewards programs, blogs, interactive applications, email and text messages that we send to you, and other digital/online properties on which these terms are posted or referenced (unless a different or additional policy is provided on a particular site, application or service, in which case such different policy shall govern and control).

1. PRIVACY STATEMENT; MARKETING COMMUNICATIONS

These Terms incorporate the Molson Coors [Privacy Policy](#), which describes our practices related to the collection, use, and disclosure of your information. You have a choice in how we communicate with you. Please refer to the [Privacy Policy](#) or the marketing communication (e.g., email) for further information on managing communications.

2. SITE IS INTENDED FOR LEGAL DRINKING AGE CONSUMERS ONLY

A. You acknowledge and agree that you are of legal drinking age in the jurisdiction from which you are accessing the Site. If you are under the legal drinking age, you are not permitted to access or use the Site, including accessing advertising or marketing information on the Site. No one under the age of 18 may access the Site.

B. If you are of legal drinking age, you acknowledge and agree that you will not forward this Site or share Content (as defined in Section 5A below) from this Site with underage persons.

C. You must be of legal drinking age to purchase or consume any Molson Coors alcohol beverage products or to participate in any of our promotions/offers on this Site or otherwise.

3. APPLICABLE LAW; AVAILABILITY OF PRODUCTS AND SERVICES

A. Molson Coors products and services are available throughout the world. Certain Sites (including particular brand and business unit Sites) may describe products and services that are only available in certain jurisdictions.

- B. Molson Coors Sites are governed by the laws applicable in the respective jurisdictions where we operate.

4. UPDATES TO TERMS; RIGHT TO UPDATE OR TERMINATE ACCESS

Your use of the Sites and continued use of the Sites following any changes to the Terms and Conditions, signifies that you agree with the terms and conditions of the Terms and Conditions. If you do not agree to the Terms and Conditions, please do not use the Site. We may update the Terms and Conditions from time to time by posting additions or modifications to this page, so we encourage you to periodically review the Terms and Conditions. To help you stay current of any changes, we take the following two steps: (i) we note the date the Terms and Conditions was last updated above; (ii) when we make a material change to the Terms and Conditions, we post conspicuous announcement of such changes on the homepage of the Site or we send an email to all users for whom Molson Coors (or the appropriate business unit) has contact information. Your use of any Site following the posting of any revised Terms and Conditions shall be deemed acceptance of the revised policy, so we strongly recommend that you review the Terms and Conditions periodically.

5. LICENSE TO USE THE SITE

A. Molson Coors grants you a non-exclusive, non-transferable, revocable, limited right and license to access, use and privately display this Site and the Content for your personal, non-commercial use only, provided that you comply fully with these Terms and Conditions.

B. You may not use the Site or Content other than as expressly permitted by Section 5(A) above. Without limitation, you will not, directly or indirectly: (a) copy, reproduce, modify, distribute, display, create derivative works of or transmit any Content; (b) use the Site or Content for any commercial purpose; (c) reverse engineer, decompile, tamper with or disassemble the technology used to provide the Site (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law); (d) interfere with or damage the Site or any underlying technology; (e) impersonate or misrepresent your identity or affiliation; (f) attempt to obtain unauthorized access to the Site; (g) collect information about users of the Site or the Site itself; (h) violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms; (i) violate any law, rule, or regulation, or (j) interfere with any third party's ability to use or enjoy, or our ability to provide, the Site.

C. You agree to report any violation of these Terms and Conditions by others of which you become aware.

D. Any violation of these Terms may result in restrictions on your access to all or part of a Site and may be referred to law enforcement authorities. No changes to or waiver of any part of these Terms shall be of any force or effect unless formally posted or made in writing and signed by a duly authorized officer of Molson Coors.

6. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS

A. Any and all rights in a Site and the content it contains, or may contain in the future, including but not limited to text, video, pictures, graphics, designs, information, applications, software, articles, directories, as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and/or any other form of intellectual property (collectively, the "**Content**") are and shall remain the exclusive property of Molson Coors or the third party from which the Content was licensed.

B. In certain jurisdictions, Molson Coors licenses and distributes a particular brand and all associated trademarks from a third party. In these cases, any and all rights in the third party intellectual property shall remain the exclusive property of the third party, and all rights shall inure to its benefit. In certain cases, Sites and online services may contain various third-party names, trademarks, and service marks that are the property of their respective owners.

C. All Sites and associated Content are protected from any unauthorized use, copying and dissemination by copyright, trademark and other intellectual property and non-intellectual property laws and by international treaties.

D. Except as expressly permitted in writing by Molson Coors in advance, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute or exploit, in whole or in part, any of the Content for any purpose.

E. Any use of the Content other than as permitted by these Terms and Conditions will violate these Terms and Conditions and may infringe upon the rights of Molson Coors rights or the rights of the third party that owns the affected Content. Nothing contained in these Terms and Conditions or on a Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Content in any manner without the prior written consent of Molson Coors or such third party that owns the Content or intellectual property displayed on the Site. You may access this Site for your individual noncommercial use only. Any unauthorized use of the Content of a Site may subject you to civil or criminal penalties.

7. USER GENERATED CONTENT; ACCEPTABLE CONTENT

A. Certain Sites may allow you to send ideas, concepts, comments, graphics, photographs, questions, complaints, materials, or other information (each a “**User Content**”) posted or communicated to Molson Coors. By submitting User Content to us, you grant us, and represent and warrant that any applicable third party with rights in the User Content grants us, a perpetual, irrevocable, worldwide, royalty free, non-exclusive, transferable license to use, reproduce, distribute, sublicense, modify, translate, prepare derivative works of, publicly display, broadcast, publish, and perform this User Content in any manner or medium known now or later devised, including but not limited to commercial use, without any consent/approval, notice and attribution, or compensation to you or any third party. You hereby irrevocably waive, and agree not to assert, any claims based on “moral rights” or similar theories.

B. Any material or communication transmitted by you to a Site will not be treated as confidential.

C. You may not post or transmit to a Site any Submission containing the image or likeness of anyone who is or appears to be under the legal drinking age or from whom permission has not been granted.

D. You represent and warrant that you have permission to transmit any material or communication transmitted by you to this Site, and that the material does not infringe the intellectual property or privacy rights of any third party person or non-person, whether living or dead.

E. You will not post or transmit any Submissions to a Site that contain any of the following: Unlawful, pornographic, obscene, profane, defamatory, libelous, threatening, or otherwise objectionable material, as determined by Molson Coors.

F. You agree that your Submissions will not incorporate, encourage, or condone:

- 1) Criminal activity or conduct that gives rise to civil liability;
- 2) Any form of violence, hatred or harassment;
- 3) Any form of discrimination on any ground covered by human rights legislation, such as religion, race, color, sexual orientation, disability, etc.

G. You agree that your Submissions will not depict, promote, or encourage:

- 1) Irresponsible consumption of alcohol;
- 2) Consumption of alcohol by anyone under the legal drinking age.
- 3) Engaging in any skilled or dangerous activity while consuming alcohol.

H. You agree that your Submissions will not contravene any applicable law, regulation, policy, guidelines or industry standards, as determined by Molson Coors.

I. Molson Coors reserves the right to delete or hide any User Content that it deems inappropriate based on these Terms and Conditions.

8. COPYRIGHT POLICY/INFRINGEMENT NOTICES; DIGITAL MILLENNIUM COPYRIGHT ACT

Molson Coors respects the intellectual property rights of others, and we expect that you do the same. Molson Coors may at its sole and absolute discretion, disable and/or terminate accounts of users who may or are alleged to be

infringing the intellectual property rights of others.

In the United States, Molson Coors will respond to allegations of copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). If you believe that your copyrighted work is infringed by Content appearing on the online services, please provide a written DMCA notice to Molson Coors with the below information.

If you believe that your intellectual property rights have been violated, please provide the Copyright Agent (below) the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the work or other intellectual property that you claim has been infringed;
3. A description of the material that you claim infringes on your intellectual property and the material's location;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the identified use is not authorized by the intellectual property owner, its agent, or the law; and
6. A statement by you made under penalty of perjury, that the information in your notice is accurate and that you are the intellectual property owner or are authorized to act on the owner's behalf.

If Molson Coors receives such a notification, we reserve the right to remove or delete the allegedly infringing material. Molson Coors will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity. Molson Coors will take reasonable steps to expeditiously notify the user that created or posted the relevant material that it has removed or disabled access thereto.



Molson Coors Beverage Company
Attn: Copyright Agent, Legal
250 South Wacker Drive, Suite 800
Chicago, IL 60606
webadmin@molsoncoors.com

To the extent permitted under DMCA in the United States, any user whose material has been removed or disabled in accordance with this Policy may provide Molson Coors with a counter notification under the DMCA. Such counter notification must be provided in writing to our Copyright Agent at the address listed above and must contain:

1. The user's electronic or physical signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which such material appeared before it was removed or disabled, including the complete URL;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. The user's name, address and telephone number, and a statement that the user consents to the jurisdiction of the Federal District Court for any judicial district in which Molson Coors may be found and that you will accept service of process from the person who provided the initial notification of infringement.

9. UNSOLICITED IDEAS

A. Molson Coors does not accept unsolicited ideas or concepts. We are unable to review any ideas or concepts that arise outside of the Molson Coors business. You and your heirs and assigns expressly waive any and all claims, now or in the future, in connection with any product, design, or concept similar to your submission, including if you send any unsolicited ideas or concepts to us. Should you submit any unsolicited ideas or concepts through the Site, you hereby

grant Molson Coors permission to use such content in any manner, including reproduction, transmission, publication or broadcast without compensation.

10. REGISTRATION

A. Certain parts or features of a Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain Content on the Site (“**Account Information**”). Examples of Account Information include but are not limited to user name, address and contact information, and profile picture. The decision to provide this Account Information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain Content or participate in certain parts or features of the Site.

B. You agree that you will not provide any false information to us, or create an account for anyone other than yourself without permission.

C. You shall not create more than one personal profile. Molson Coors reserves the right to remove or reclaim any Account Information from a Site in our sole discretion, and further reserves the right, with or without notice, to terminate your password and membership to such Site or to all Molson Coors Sites, for any reason or no reason at all. If we disable your account, you agree that you will not create another one.

D. If you register with a Site, you are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your account so that others may not access the password protected portion of the Site. You accept responsibility for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer, or assign your account.

E. You understand and agree that Molson Coors shall not have any liability to you or any other person for any termination of your access to the Sites or the removal of Account Information concerning your account. Molson Coors will determine your compliance with these Terms and Conditions in its sole discretion and its decision shall be final and binding and not subject to challenge or appeal.

11. CHAT FUNCTIONALITY; CHAT BOTS

A. Certain Sites may feature chat functionality. In certain instances, this may be manned by a person, and in other cases this may be through automated conversation systems, or “chatbots,” that utilize artificial intelligence. For example, chatbots may be accessed on our Sites (via web widgets), via SMS, and via messaging apps such as Facebook Messenger.

B. Given that these automated chatbots are managed through artificial intelligence, and often through third-party platforms, we make no warranties, implied or express, or make any representation concerning the accuracy, results, or reliability, or correctness of the materials and responses.

C. Refer to our [Privacy Policy](#) for information on how we may use personal data that is shared over chat functionality.

12. LINKING; THIRD PARTY SITES AND CONTENT

A. You must obtain Molson Coors permission to link to this Site. Molson Coors will only authorize links in its discretion, and then only when the majority of the actual audience of the third party site is of legal drinking age in the applicable jurisdiction. If we allow you to link to a Site, you may link only to the home page, or the portion of the Site specifically authorized by Molson Coors, and which is freely accessible and not subject to any restrictions such as a paywall, authorized user account or other password protection or authorization. The link must be in plain text, unless otherwise approved in writing. The link to the Site must not damage, dilute or tarnish the goodwill associated with any Molson Coors brands and/or intellectual property, nor may the link create the false appearance that your website and/or organization is sponsored, endorsed by, affiliated and/or associated with Molson Coors. You may not “frame” the Site or alter its Content in any other way. Molson Coors reserves the right, in its sole discretion, to terminate a link with any

website for any reason or no reason at all, including without limitation any website that Molson Coors deems to be inappropriate or inconsistent with or antithetical to the Site and/or these Terms and Conditions.

B. The Site may contain links to third party websites or resources, which may or may not be obvious (“**Third Party Sites**”) as well as software, text, graphics, articles, photographs, designs, sound, video, music, information, software applications, plug-ins, and other Content originating from third parties (collectively, “**Third Party Content**”). Molson Coors is not the owner of, does not control, does not monitor, and is not responsible for any Content or performance of any Third Party Content linked to or referenced on our Site.

C. Although this Site may be linked to other sites, Molson Coors does not endorse, approve, certify or sponsor the linked site unless specifically stated on this Site. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and conditions and policies no longer govern.

D. In some cases, we may use a third-party service to process purchases and entries made through the Sites, including but not limited to reservation sites, eCommerce/online retail shop sites, and promotional websites. In these cases, your transaction will be subject to the third party’s policies. We have no control over, and are not responsible for, third party’s actions or sites.

E. YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES OR THIRD PARTY CONTENT, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER CONTENT ON OR AVAILABLE THROUGH SUCH SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES. WE BEAR NO RESPONSIBILITY FOR ANY ISSUES THAT MAY ARISE FROM YOUR USE OF THE THIRD PARTY CONTENT.

13. INDEMNIFICATION

BY USING THE SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD MOLSON COORS HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE CONTENT; YOUR USER CONTENT THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR MOLSON COORS’S USE OF YOUR USER CONTENT. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN MOLSON COORS DEFENSE OF ANY CLAIM. MOLSON COORS RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF MOLSON COORS.

14. LIMITATION OF LIABILITY AND DISCLAIMER

A. THE SITE, ALL MATERIALS, AND CONTENT ON THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

B. Molson Coors assumes no responsibility for any delays, interruptions, errors, defects, omissions, or deletions, related to the communications line failure, operation or transmission, alteration of, or theft or destruction or unauthorized access to, user communications. The Site may be unavailable from time to time due to maintenance or malfunction of computer equipment or for various other reasons. Molson Coors is not responsible for any technical or non-technical malfunction or other problems of any hosting services, computer systems, servers or providers, telephone networks or telephone services, computer or mobile phone equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or in connection with the Site, including injury or damage to

a user's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading Content in connection with the Web and/or in connection with the Site.

C. IN NO EVENT SHALL MOLSON COORS BE LIABLE FOR: (1) ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR ANY INFORMATION PROVIDED ON THIS SITE, REGARDLESS OF THE CAUSE OF ACTION FROM WHICH THEY ARISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND (2) AMOUNTS IN EXCESS OF THE AMOUNT THAT YOU PAID MOLSON COORS BY WAY OF THE SITE OR \$100, WHICHEVER IS GREATER.

D. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. ARBITRATION

A. By using the Site in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the officers, directors and employees of Molson Coors (as broadly defined in the introductory paragraph of these Terms and Conditions) arising out of, relating to, or connected in any way with the website or the determination of the scope or applicability of this agreement to arbitrate (except for remedies available in small claims court), will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in an in-person hearing in Chicago, IL; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Terms and Conditions and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Site; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable Molson Coors's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Molson Coors exceed \$250 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Molson Coors agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation or Molson Coors initiates the arbitration, Molson Coors will pay your filing and hearing fees in connection with the arbitration; and (8) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Molson Coors shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

B. YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING AGAINST MOLSON COORS (AS BROADLY DEFINED IN THE INTRODUCTORY PARAGRAPH OF THESE TERMS AND CONDITIONS) OR ANY RELATED THIRD PARTIES ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE SITE.

16. MISCELLANEOUS

A. These Terms and Conditions constitute the entire Terms and Conditions of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written or oral agreements, understandings, or the like between the parties with respect to the subject matter hereof.

B. These Terms and Conditions may not be amended, nor any obligation waived, without Molson Coors written authorization. Any failure to enforce any provision of these Terms and Conditions shall not constitute a waiver thereof or of any other provision thereof.

C. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

D. All disputes arising out of or related to this Agreement will be governed by the laws of the State of Illinois and controlling U.S. federal law without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. No choice of law rules of any jurisdiction will apply.

17. **Notice for California Residents.**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to DataProtection@MolsonCoors.com or by writing to Molson Coors Beverage Company, 250 South Wacker Drive, Chicago, IL 60606, or by calling us at 1-866-294-9302. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Special Terms for International Users The following terms and conditions apply to you, and supersede conflicting terms in the Terms and Conditions, if you are an EU or UK resident to the extent required by applicable law:

1. **EUROPEAN UNION AND UNITED KINGDOM.**

- A. **Exceptions to Liability Limitations.** Nothing in this Agreement excludes or limits Molson Coors liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.
- B. **ARBITRATION MAY NOT APPLY TO YOU.** IF YOU ARE A RESIDENT OF THE EUROPEAN UNION OR THE UNITED KINGDOM AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (AND ANY IMPLEMENTING REGULATIONS IN EACH MEMBER STATE OF THE EU), THE AGREEMENT TO ARBITRATE IN THE TERMS AND CONDITIONS WILL NOT APPLY TO IF NOT PERMITTED BY LAW.
- C. **No Prejudice to Consumer Law.** As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in these Terms and Conditions affects your rights as a consumer to rely on such mandatory provisions of local law.
- D. **Local Jurisdiction.** The local law of your jurisdiction may entitle you to have a dispute relating to these terms and conditions heard by your local courts. These Terms and Conditions do not limit any such rights that you have that apply regardless of the terms and conditions of an agreement that you have entered into. However, by entering into these Terms and Conditions, Molson Coors does not consent to the jurisdiction of any courts other than those referenced in the Terms and Conditions and reserves the right to contest that it is not subject to the jurisdiction of any other court.

2. **CANADA.**

- A. **Dispute Resolution**. Section 13(A) and (B) will not apply to you if any such provision is unenforceable under the laws of your Province of residence. Section 13(C) will continue to apply in all such cases.
- B. **Cancellation Rights**. Residents of certain Provinces may have the right to cancel the provisions of certain purchases as required by local law. Molson Coors will honor such cancellation rights.

The logo for Molson Coors is centered on the page. It features the word "MOLSON" in a bold, blue, sans-serif font, followed by the word "Coors" in a red, cursive script font. The entire logo is set against a light yellow background that has a subtle, larger-scale pattern.