

TERMS AND CONDITIONS FOR USE OF WEBSITE

www.asahicanada.ca

Asahi Canada (the “**Company**”, or “our”, “us”, “we”) operates this website (the “**Website**”) to provide information and communications about its products to users.

1. Terms and Conditions for Use

Your use of this website is subject to these terms and conditions (the “**Terms and Conditions**”) and all applicable laws. By accessing the Website and browsing it, you agree to respect the Terms and Conditions.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS IN THEIR ENTIRETY, PLEASE LEAVE THIS WEBSITE IMMEDIATELY AND DELETE ANY CONTENT DOWNLOADED FROM IT.

2. Age Limit

Pursuant to applicable laws, you should not have access to certain sections of the Website if you are under the legal drinking age in the province or territory from which you have accessed the Website. If you fall within such category, you may be acting in violation of the law or other legal regulations currently in force and you should exit the sections concerned immediately. Before being allowed to access such sections, you will be asked to confirm your age.

3. Your Obligations

You are granted a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to copy, download, display on your computer, print, and use the content solely for informational and non-commercial purposes and for a) your personal use or b) the internal use of your organization or company. Except as provided herein, no other use is permitted.

You agree not to use the Website and, mainly, any materials or services which you can obtain by using the Website in a manner in breach of any local, national, foreign or international law, regulation, directive, legal standard, international treaty or convention and/or any other legal regulation.

You agree not to use this Website or allow others to use this Website, to:

- post, distribute, or transmit any content that is illegal, defamatory, abusive, threatening, obscene, harmful, harassing, hateful, violent, or sexually explicit, or that invades someone’s privacy;
- share content that infringes on the copyrights, trademarks, patents, trade secrets, or other intellectual property rights of others;
- share any personal information about someone else without their consent;
- share content that is intentionally false, misleading or deceptive;
- disclose or transmit any information that you are not authorized to share under the law,

a contract, or a relationship of trust;

- send unauthorized communications or promotional materials, including, but not limited to chain letters and spam;
- spread malware such as viruses, trojans and worm or other malicious code that could damage or interfere with systems, networks, or data;
- alter or hide transmission information, such as headers, IP addresses, or other identifiers, to disguise the source of content;
- impersonate any person or organization or falsely claim a relationship with any such person or organization, including, but not limited to the Company;
- hide or misrepresent your identity or someone else's identity;
- attempt to break, disable, or bypass security measures on the Website or related systems, networks, or data;
- attempt to access or use someone else's credentials without their permission;
- launch denial-of-service attacks or do anything else to disrupt the Website or overload its systems, or otherwise interfere with or disrupt the Website's operations;
- use bots, scrapers, or other similar technologies on the Website;
- scan or probe the Website to test security measures;
- embed code within the Website to mine cryptocurrencies;
- violate any applicable laws or regulations.

This list is not exhaustive. If you violate the Terms and Conditions, you may be prohibited from continuing to use the Website.

4. Waiver of Content

Not applicable to Québec consumers.

The Website is provided "as is". Use of the Website (including downloading of materials or links to other websites) and use of or relying on the content made available on the Website is at your own risk. Insofar as permitted by current laws, we hereby expressly exclude any statement, conditions or guarantees in regard of the salability, satisfactory quality, fitness for a defined purpose and/or reasonable care and skills which could otherwise be included or incorporated in these Terms and Conditions by virtue of the law or otherwise.

Unless expressly provided otherwise, we do not make any statements and do not provide any guarantees with regard to:

- the accuracy or completeness of any materials made available on the Website;
- the availability and/or operation of the Website without failures or interruptions;
- compatibility of the Website with your computer system and software;
- the Website not being infected with a virus.

5. Liability Disclaimer

Not applicable to Québec consumers.

To the extent permissible by current laws, we do not assume any liability for damage, in particular, but not limited to, liability for any direct or indirect loss, damage, costs and/or expenses whatsoever (including costs of legal or expert representation, or any other costs) that may be incurred, whether directly or indirectly, in relation to accessing and/or using the Website or in relation to their content or any information made available thereon.

We do not assume any liability for inaccurate and/or incorrect information regardless of whether such information was developed by the Website's users or by us, or whether it occurred as a result of the hardware or software connected with the Website or human error which may occur when processing data entered on the Website. We do not assume any liability for loss or damage incurred by you which might have been caused by your use or attempt to use the Website or any content made available therein.

6. Intellectual Property

Any intellectual property rights and interests relating to the content of the Website (including, but not limited to, copyrights, trademarks, patents, trade secrets, images and logos, and other intellectual property rights) are owned or used under license and exclusively owned and reserved by us. You do not acquire any rights to the content of the Website, with the exception of the limited right to use them in accordance with the Terms and Conditions.

Any use of such content, including, but not limited to, copying, sharing, transmitting, making available or downloading, is prohibited without the Company's express written permission. The Company makes no representations and does not guarantee that this content does not infringe on the rights of others.

You are not permitted to distort or alter any content you copy from the Website or use without making public the information on copyright or any other proprietary rights used by us in relation to such content, such information to be displayed in the same manner and form as used on the website.

Any information you send to the Company online, including, but not limited to comments, suggestions, ideas, graphics or photos, may be used by the Company without restriction, except with respect to personal information (see section 7) and without providing you any compensation.

7. Personal Information

We value your privacy and the protection of your personal information. To learn about our privacy and personal information protection practices, including how we collect, use and communicate your personal information, please review our [privacy policy](#).

8. Hyperlinks

Links to other websites are provided solely for practical purposes. We do not support or endorse such websites, their operators, products or services, and do not continuously monitor them for accuracy. The use, viewing and downloading of such Websites is at your own risk. We therefore do not assume any liability.

You are not permitted to link the Website in any manner whatsoever with any other internet page, or select any part of the Website to frame, without our prior consent.

9. Amendments

We may amend, alter, update or terminate operation of the Website and/or any content made

available thereon, and these Terms and Conditions from time to time. If we do this, we will post the changes to the Terms and Conditions at least thirty (30) days before the modifications come into effect. Therefore, we recommend that you read these Terms and Conditions regularly.

If you do not agree with any current version of these Terms and Conditions, please exit the Website immediately. Your continued use of the Website after changes are posted constitutes your acceptance of those changes.

The Company may, at any time and without notice or liability, and for any reason, modify, suspend or discontinue any aspect of the Website, or terminate it. The Company reserves the right, at its sole discretion, to correct any errors or omissions on any part of the Website at any time and without notice but confirms that it has no obligation to do so.

10. Indemnification

By using the Website, you hereby agree to indemnify, defend and hold harmless the Company from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses, of any kind related thereto (including, without limitation, reasonable lawyers' fees) incurred by the Company in connection with any claim arising out of, based upon or resulting from your use of the Website. The Company 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 matter without the written consent of the Company. For the purposes of this section, "The Company" shall include the company's respective directors, officers, shareholders, principals, employees, agents, mandataries, contractors, assigns, licensors, licensees, successors in interest and third-party suppliers. This section shall survive the termination or expiry of this agreement.

11. Governing Law and Interpretation

The Website is hosted on servers situated in the United States of America and Canada and is controlled by the Company, who is domiciled in the Province of Quebec. These Terms and Conditions are governed by laws of the Province of Quebec. Any disputes arising from or relating to these Terms and Conditions will be resolved by the courts of the Province of Quebec having the proper subject-matter and local competence.

Should any of the provisions of these Terms and Conditions become invalid, unlawful or otherwise unenforceable, or should such provision be cancelled, the validity, lawfulness and enforceability of the remaining provisions hereof will not be affected.

12. Questions

If you have any questions or concerns about the Website or the Terms and Conditions, you can reach us by email at info@asahibeer.ca.

You may also write to us at:

Asahi Canada
201-265 chemin de la Grande-Côte
Rosemère, Québec J7A 1J2

Effective Date: **08 October 2025**

Last Updated: 08 October 2025.