

Terms of Use – Mike’s Beverage Co.

Mike’s Beverage Co., Labatt Brewing Company Limited and Anheuser-Busch InBev (together, we) want you to have the best possible experience when you interact with us online.

These Terms of Use explain the terms and conditions that govern your use of our app and/or website (the app/website).

Along with these Terms of Use, our Privacy Policy explains how we collect, use, disclose, process, transfer and protect information you may provide to us through your use of our app/website. You should make sure that you read and understand the Terms of Use and Privacy Policy because they create a binding contract between you and us.

CONSENT

YOUR USE OF THIS APP/WEBSITE SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY BOTH THE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS OF THE TERMS OF USE OR THE PRIVACY POLICY, DO NOT USE THIS APP/WEBSITE OR PROVIDE ANY INFORMATION TO US.

By clicking “I have read and I agree to the Terms of Use” in this app/website, you are providing your digital signature, confirming your agreement to these Terms of Use and our Privacy Policy and verifying that you are of legal drinking age.

Legal drinking age notice

This app/website and any related content should not be accessed or viewed by you if you are not of legal drinking age in your country, province or territory. You confirm that you are legal drinking age and that you are not in a country, province or territory where the consumption of alcoholic beverages or the content of this app/website is not permitted.

Eligibility for participation in contests, promotions and other aspects of this app/website may be restricted to Ontario residents or residents of other provinces or territories in Canada age 19 and over. If you are accessing this website from the United States of America, you confirm that you are age 21 or over.

This app/website may allow you to share content through this platform or THROUGH other apps or websites. Please only share our posts and other shareable content with those who are of legal drinking age.

User Generated Content (UGC)

This app/website may allow you to create or post user-generated content. We do not condone any user-generated content that promotes inappropriate or excessive alcohol consumption. Any content of this sort will be deleted without further notice to you. See the “Unlawful behaviour” section below for additional details.

You confirm you are legally permitted to use this app/website

Your use of this app/website may not be available or permitted in all jurisdictions, and shall only constitute an “offer or solicitation” where permitted, and only to the extent permitted by law. This

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We reserve the right to revise these contractual Terms of Use concerning your present and future use of this APP/website at any time and for any reason without FURTHER notice or obligation to you. It is your sole responsibility to ensure you agree and comply with the Terms of Use as posted at all times. If you do not agree OR do not intend to comply with the Terms of Use as posted, YOUR SOLE REMEDY IS TO discontinue using this APP/website immediately.

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Unlawful behavior

You agree and confirm that you will not use this app/website to do anything that causes any harm or that is illegal or otherwise unlawful, including without limitation communicating or transmitting any hateful, harassing, pornographic, obscene, profane, defamatory, libelous or threatening material, or material which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation.

If this app/website contains integrated social media content, news feeds, bulletin boards, chat rooms, email, comment sections, or other message or communication functions (collectively, Forums), you agree to use the Forums only to send and receive material or post content that shall not, in any manner or to any extent, do any of the following:

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- infringe, contravene, breach or otherwise interfere with or harm the rights of any other person including, without limitation, any contractual, personality, confidentiality, privacy, moral, statutory, common law or intellectual property rights;
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of a computer or mobile device;
- delete any author attributions, trademarks, trade names, logos, legal notices or proprietary designations or labels in any file;
- falsify the origin or source of software, information or other material;
- advertise or offer to sell any goods or services, or conduct or forward any surveys, contests, or chain letters; and
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If, for any reason, this app/website is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, data breach, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this app/website, we reserve our rights to cancel, terminate, modify or suspend the app services or website indefinitely or take any other action we deem necessary to protect our interests.

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Should a claim be brought against us involving allegations of any such activity on your part, you agree to fully indemnify us for any and all costs, awards, penalties or damages resulting from the claim.

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and all of the communications, transmissions and transactions associated with it shall be deemed to occur in the Province of Ontario.

You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario as the proper and most convenient forum for any dispute arising from your use of this app/website.

You acknowledge that any proceeding arising from your use of this app/website must be commenced in the City of Toronto in the Province of Ontario regardless of where you may be located and regardless of the application of any conflicts of law principles. If you use this website from another jurisdiction, you are responsible for your compliance with any and all applicable local laws.

Language

English shall be the language of this app/website and all transactions occurring in connection with it. You waive any right to use and rely upon any other language or translations. Il est de la volonté express des parties que le présent app/website et tous les affaires qui s'y rapportent soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.

Miscellaneous

You agree that if any part of these Terms of Use is determined to be invalid or unenforceable, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in full force and effect..

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