

HEINEKEN DISCLAIMER

INTRODUCTION

In order to ensure that we all enjoy the facilities of the Heineken website, we herewith set out our general guidelines. In these Terms and Conditions of use, and Privacy and Cookie Policy, you will find details on our policies and regulations. We suggest you read them carefully. The following is a general approach only.

TERMS AND CONDITIONS

APPLICABILITY

These terms and conditions of use ("Terms of Use") apply to all visits to and all use of this website of Heineken Brouwerijen B.V. ("Heineken"), as well as to all information, recommendations and/or services provided to you on or through this website (the "Information").

By using this website you agree to the applicability of these Terms of Use. We note that these Terms of Use may be changed over time. Such changes shall be effective immediately upon the posting of the modified Terms of Use. Users of the website are advised to regularly read the Terms of Use for possible changes.

INFORMATION AND LIABILITY

The Information is for general information purposes only and does not constitute advice. Heineken shall not be liable for any damages resulting from the use (or inability to make use) of this website, including any incorrectness or incompleteness of the Information, unless such damage is the result of any wilful misconduct or gross negligence on the part of Heineken. Heineken shall not be liable for damages resulting from any lack of suitability, timeliness or accuracy of this website or the Information.

Heineken shall furthermore not be liable for damages resulting from the use of electronic means of communication, including, but not limited to, damages resulting from the failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

Heineken disclaims all warranties including, but not limited to, warranties of conditions, quality, merchantability, fitness for a particular purpose and non-infringement.

INFORMATION OF THIRD PARTIES

The Information originating from third parties constitutes an expression of the personal opinions of those third parties. Heineken is not responsible and shall not be liable for such Information.

Hyperlinks on this website may direct visitors to external websites which are maintained by third parties. Heineken shall not be liable for the contents and the functioning of such external websites. Heineken shall also not be liable for the quality of products or services which may be offered on such external websites.

INTELLECTUAL PROPERTY

Unless indicated otherwise, all intellectual property rights to this website and the Information are owned by Heineken. These rights include but are not limited to all copyrights, rights to the trade names, word trademarks, pictorial trademarks and logos of Heineken, such as, but not limited to the rights to "HEINEKEN".

Users are permitted to read this website and the Information and make copies for their own personal use, for example by printing or storing. All other use of the website or of the Information, for example the storage or reproduction of (a part of) the website of Heineken in any external internet site, is not permitted.

UNSOLICITED IDEAS

In the event that you post unsolicited ideas and/or materials whether consisting of texts, images, sounds, software, information or otherwise (the "Materials") on this website or send such Materials to Heineken by email or otherwise, Heineken shall be entitled to use, copy and/or commercially exploit such Materials to the fullest extent and free of charge. Heineken shall not be bound by any confidentiality obligation in respect of such Materials.

You hereby indemnify and hold Heineken harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by Heineken as a result of the use and/or exploitation of the Materials infringing the (intellectual property) rights of any third party or otherwise being unlawful towards a third party.

SEVERABILITY

If these Terms of Use are or become partially void, the parties will continue to be bound by the remainder of the same. The parties shall replace the void part by provisions that are valid and have legal effect that correspond with those of such void part as much as possible, taking into account the content and the purport of these Terms of Use.

APPLICABLE LAW AND JURISDICTION

These Terms of Use shall be exclusively governed by Law of the Netherlands. All disputes arising in connection with these Terms of Use, including but not limited to disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Amsterdam.

PRIVACY AND COOKIE POLICY

COOKIE POLICY

This website dedicated to the Heineken brand (the "Website") is provided by Heineken Brouwerijen B.V., a company organized under the laws of the Netherlands ("Heineken"). The Website makes use of so-called "cookies". Cookies are small text files that the Website stores on your user device.

Cookies used on the Website

The Website uses cookies for the following purposes:

- **Functional cookies:** cookies used to enhance the user friendliness of the Website for visitors. For example, a cookie is placed to remember your preferred country and language settings and to remember the information you submitted on the age-gate page. Without this cookie, you would have to re-enter the age-gate before every page you want to visit on the Website.
- **Analytics cookies:** Heineken uses Google Analytics cookies, with the purpose to analyze how visitors use the Website. Heineken can then make improvements to the usability of the Website. Google only processes data obtained via the Website in an anonymous form. Please visit www.google.com/analytics for more information on Google Analytics.

- **Third party cookies:** the Website allows cookies of social plugins of certain third parties. This enables a user to share content of the Website on such social networks. These plugins also enhance the user friendliness of the Website, for example with the Facebook plugin on the Website users can simply register to the Website with their Facebook account details. The data collected by these third parties via the **plugins are exclusively determined by such third party as Heineken can't read these cookies (nor can these parties read the cookies of Heineken)**. For information regarding the third party cookies please **check the respective third party's privacy policy**.

The functional cookies of the Website that are stored by Heineken on your computer only remain valid during your session on the Website.

Changing your settings

By changing the settings in your web browser, you can establish that you will be given notice if a cookie is stored on your computer. By changing settings, you can also establish that your browser does not accept cookies from this Website. However, if your browser does not accept cookies from this Website, you may not be able to access or use all features of this Website.

PRIVACY POLICY

General

Heineken is the controller of the processing of all personal data collected through the Website. Heineken respects your privacy and complies with the provisions of the Dutch Data Protection Act.

Heineken does not collect or process personal data through the functional cookies placed by Heineken. Heineken only processes personal data that a user voluntarily provides to Heineken, by means of registering on the Website for a service provided by the Website. This information may include such user's first and last name, e-mail address, date of birth and country of residence. Heineken's primary purpose in gathering and transferring these personal data will be to provide a user with all services and games of the Website and with ease of use of the Website.

Transfer, storage and processing of data

The transfer, storage and processing of data collected through this Website is secured by means of current, usual technical measures. Heineken may transfer your personal data to its group companies. Heineken may also provide your personal data to third parties, which will process your personal data according to instructions of Heineken and under the responsibility of Heineken. In case Heineken sells all or some of the assets or shares of a group company to which personal data was transferred to a third party, your personal data may be provided to this third party. Heineken will not provide your personal data to any other third parties, unless there is a legal obligation to do so.

Access, correction and removal

You can request Heineken to provide access to the personal data it has collected about you at any time. You can also request Heineken to correct or to delete such personal data. Please send an email to webcentre@heineken.com in case you have any questions concerning anything on this page.

This Privacy and Cookie Policy may be changed over time. Such changes shall be effective immediately upon the posting of the modified Privacy and Cookie Policy. Users of the Website are advised to regularly read the Privacy and Cookie Policy for possible changes.

HEINEKEN DROPPED CAMPAIGN TERMS AND CONDITIONS

TERMS AND CONDITIONS

Introduction

1. The Heineken Dropped Campaign (the "Campaign") is provided by Heineken International B.V. ("Heineken") as part of a promotional campaign of the HEINEKEN group called the Voyage.
2. These Terms and Conditions apply to the legal relationship between Heineken and you as a participant in the Campaign.
3. These Terms and Conditions will be governed by the laws of the Netherlands.
4. At any time Heineken has the right to, at its sole discretion and without prior notification, change or discontinue any aspect or feature of (the set-up of) the Campaign and to change or modify the Terms and Conditions, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon posting of the modified Terms and Conditions. If you do not agree to abide by these or any future Terms and Conditions, do not (continue to) participate in the Campaign. You are advised to regularly read the Terms and Conditions for possible changes.
5. At all times Heineken has the right to, at its sole discretion and without prior notification, exclude you from participation. Circumstances in which Heineken can exclude you from participation include but are not limited to, non-compliance with these Terms and Conditions or attempts to compromise the Campaign in any way.

The Experience

1. Heineken is looking for a participant that agrees to be dropped by Heineken in a place that is outside the comfort zone of the participant and is in a different part of the world than the usual residence of the participant. Subsequently, the participant will have to find his way back home (the "Experience").
2. Heineken is looking for a participant that loves to travel, is open-minded, adventurous, loves new challenges, is up for new experiences and is creative and open to different cultures.
3. The Experience shall be filmed by Heineken and the HEINEKEN group intends to use the video content derived therefrom for commercial purposes on online and offline media.
4. It is the intention of Heineken to select the participant to be chosen for the Experience (the "Finalist") pursuant to an online casting process that will be announced on a Heineken ® YouTube Channel dedicated to the Campaign (<https://www.youtube.com/heinekendropped>) (the "Heineken Channel") from 3 June 2013 until 17 June 2013 (the "Casting"). These Terms and Conditions are applicable to this Casting process.

The Casting

1. You can participate in the Casting by Tweeting a link to a video that shows your legendary take on an everyday journey (the "Video") with the hashtag: #dropped. By using the #dropped hashtag (the "Heineken Account"), you allow Heineken to view and review your Video.
2. Your Video should be placed on the video channels Vine, Vimeo or Tout and your Video should be accessible to Heineken. Please note your Video shall not be eligible for the Campaign if it is placed on another platform than Vine, Vimeo or Tout.
3. Males that are above 25 can provide Heineken with a link to a Video. However, residents of the following jurisdictions are excluded from participation: Afghanistan, Brunei, Bangladesh, France, Gambia, Kuwait, Libya, Norway, Pakistan, Russia, Saudi Arabia, United Arab Emirates, Yemen and any other market where

advertises for, sale or consumption of alcoholic beverages are prohibited.

4. Even though males from more jurisdictions can submit a link to a Video, please note that you are only eligible to be selected as Finalist if you are a male resident of the United States and are above 25.
5. For any Video submitted to by a Participant to the Heineken Account, the Participant warrants that it:
 - i. is completely original, solely created by him/herself and that he/she is entitled to all rights, titles and interests in the Video. If, at any point, a dispute as to ownership of the Video arises, **participant's entry may not be considered, in Heineken's sole discretion;**
 - ii. does not violate these Terms and Conditions or any applicable laws or any other regulation, guideline or community standard;
 - iii. does not infringe the rights of others, including but without limitation, any third party copy rights, trademarks, or other intellectual property rights, or privacy, publicity or contractual rights. If the Video contains images of another person, the Participant represents to Heineken that (i) he has obtained the consent of such person to use his/her image and (ii) such person is above 25;
 - iv. contains no unsolicited or unauthorised promotions, political campaigning, advertising, or any other form of solicitation;
 - v. contains no material that is offensive, defamatory, threatening, abusive, vulgar, sexist, discriminating or otherwise inappropriate;
 - vi. is not intended to promote or incite violent, dangerous or antisocial behaviour.
6. Video's that are approved by Heineken and are shown on the Heineken Channel could be considered from a legal perspective to be advertising by the HEINEKEN group. Therefore, all Video's must comply with advertising rules applicable to the HEINEKEN group. In that light, Video's shall in any event not be considered for participation in the Campaign by Heineken if:
 - i. it is specifically targeted towards minors (<21 years). Therefore no use of illustrations, cartoons, teenage idols or images that appeals to kids may be included in the Video;
 - ii. it shows alcohol in combination with traffic, sports activity or pregnant women;
 - iii. it shows or implies excessive or irresponsible alcohol use;
 - iv. it shows or implies that drinking alcohol will elevate your social or sexual status.

The process of the Casting

1. Every Video that is posted on or through the Heineken Account shall be pre-screened by or on behalf of Heineken and Heineken reserves the right to decline any Video that is not compliant with these Terms and Conditions.
2. Not all approved Videos shall be selected for placement on the Heineken Channel. It is up to Heineken at its sole discretion to decide to which Videos links shall be placed on the Heineken Channel.
3. Heineken will inform you only if a link your Video shall be placed on the Heineken Channel. Heineken strives to do so within 48 hours on working days after you submitted the link to your Video. If a link to your Video is not placed on the Heineken Channel you shall not be eligible for winning the Campaign.
4. There are no restrictions to the amount of Videos that participant can submit links to.
5. Part of the Casting process may be that Heineken (or a third party engaged by Heineken) will request to have an interview with you by conference call or video call to determine if you are the participant Heineken is looking for.
6. The Finalist will be selected by Heineken and the name of the Finalist will be published (amongst others) on the Heineken Channel prior to 1 July 2013.
7. HEINEKEN MAKES A RESERVATION THAT IF NO SUITABLE FINALIST CAN BE SELECTED THROUGH THE (ONLINE) CASTING PROCESS (WHICH IS UP TO THE SOLE DISCRETION OF HEINEKEN), HEINEKEN MAY CHOOSE TO SELECT SOMEONE FOR THE EXPERIENCE PURSUANT TO AN OFFLINE SELECTION PROCESS THAT WILL BE UNRELATED TO THE (ONLINE) CASTING PROCESS BUT ALSO IN SUCH OFFLINE SELECTION THE PURPOSE WILL BE TO FIND A CONSUMER FOR THE EXPERIENCE (NOT AN ACTOR).

8. If a Finalist will be chosen pursuant to the Casting, the Finalist will:
 - a. Receive an amount of EURO 1,500 gross for reimbursement of expenses and of lost income during the period of the Experience (the net amount thereof will be actually paid to the Finalist);
 - b. Go on the Experience which will be paid for by Heineken.
9. Heineken shall not engage in discussions about why your Video was not selected or approved

Criteria that the Finalist must comply with

1. From the period as of submitting the Video until the completion of the Experience, the Finalist must:
 - (i) comply with these Terms and Conditions;
 - (ii) speak, read and write English;
 - (iii) be familiar with and be able to use social media;
 - (iv) hold a driver's license;
 - (v) hold a current and valid passport of the United States of America (and provide Heineken with a copy thereof upon request) and be able to obtain a travel visa to the place where the Experience will take place (as to be determined by Heineken);
 - (vi) be in good general health and good physical and mental condition to travel and participate in the Experience and have a sufficient health insurance to be able to go to the Experience;
 - (vii) not have a criminal record or pending criminal charges;
 - (viii) sign and comply with all legal documentation which may be reasonably requested by Heineken or a third party engaged by Heineken in relation to the Campaign including, but not limited to: participation agreements, intellectual property assignments and abandonments, legal releases and indemnity forms. Participants must return all signed legal documentation within 5 working days of receipt;
 - (ix) comply with any applicable laws or any other regulation, guideline or community standard in their country of residence and the country of the Experience.

Intellectual property and publicity

1. All intellectual property rights to the Campaign and to the Experience are and will be owned by Heineken.
2. Heineken will obtain a non-exclusive, worldwide right to use the Video submitted by each participant for an indefinite period of time for any purpose, including for Heineken's future promotional and marketing purposes in any manner whatsoever, including print, broadcast and internet, without further reference and free of charge. You give Heineken the right, at its sole discretion, to modify the Video or use or show only parts thereof.
3. Heineken shall not be bound by any contractual arrangement between participants and third parties in respect of such Video including, but not limited to, confidentiality obligations.
4. The Finalist agrees to being interviewed, photographed and filmed during and in relation to the Experience, and by participating the Finalist agrees to provide all active cooperation with any promotional **activities and publicity in relation thereto. All resultant material, including Finalist's name, image (in photo and video) and comments, may be used by Heineken and each of their subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives at their sole discretion to the fullest extent and for any purpose, including for Heineken's future promotional and marketing purposes in any manner whatsoever, including print, broadcast and internet, without further reference and free of charge.**
5. Participants shall not at any time make any comment or act in any way which is likely to be detrimental to

the Heineken group, to the Heineken trademark or the Campaign whether or not the Participant is excluded or disqualified from the Campaign.

Release

1. You hereby agree to indemnify and hold Heineken and each of its subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, **agents and representatives (the "released parties") harmless from and against any losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Campaign and the Experience or arising in connection with the prize.**
2. Each Participant acknowledges and agrees without reservation and free of charge that no activity or commitment will result in the Participant being deemed to be an employee of Heineken and that Heineken has no responsibility whatsoever in providing any employee type benefits to any Participant.

Disclaimer

1. HEINEKEN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE CAMPAIGN. THE CAMPAIGN AND THE EXPERIENCE ARE PROVIDED 'AS IS' AND 'AS AVAILABLE'.

Privacy and data protection

1. The personal data provided by you in the context of this Campaign will be processed by Heineken in accordance with our privacy and cookie policy available on www.heineken.com.
2. The personal data derived by Heineken from your participation in this Campaign will be stored by Heineken only in order to fulfill and execute the Campaign.

UEFA CHAMPIONS LEAGUE GAME

TERMS OF USE

Introduction

1. UEFA Champions League Game is offered by Heineken as part of the UEFA Champions League campaign.
2. These Terms of Use apply to the legal relationship between you and Heineken as a participant the Experience.
3. Although Heineken has taken every effort to promote compliance with applicable legislation, Heineken can make no representation that the Experience is appropriate for use in jurisdictions other than in the Netherlands. If you choose to enter the application or play the Experience or use the information, it is your sole responsibility to verify that your participation is in compliance with local rules and regulations.
4. At any time Heineken has the right to, at its sole discretion and without prior notification, change or discontinue any aspect or feature of (the set-up of) the Experience and to change or modify the Terms of Use, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon posting of the modified Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not (continue to) play the Experience. You are advised to regularly read the Terms of Use for possible changes.
5. THE EXPERIENCE IS NOT A SWEEPSTAKE, LOTTERY OR GAME OF CHANCE OF ANY KIND.
6. Twitter nor Facebook is a sponsor or administrator, or in any way associated with the Experience. Your relationship with Twitter respectively Facebook is governed by the terms and conditions which can be

found on the respective websites of Twitter and Facebook. You cannot invoke the Twitter nor Facebook terms and conditions in your legal relationship with Heineken.

Participation

1. You are eligible to play the Experience if you are above sixteen years old and above legal drinking age in your country. Residents of the following jurisdictions are excluded from participation: Afghanistan, Brunei, Bangladesh, Gambia, Kuwait, Libya, Norway, Pakistan, Russia, Saudi Arabia, United Arab Emirates, Yemen or any other market where adverts for, sale or consumption of alcoholic beverages are prohibited.
2. No purchase or payment is necessary to participate in the Experience.
3. No prizes can be won by participating in the Experience.
4. At all times Heineken has the right to, at its sole discretion and without prior notification, exclude you from participation. Circumstances in which Heineken can exclude you from participation include but are not limited to, non-compliance with these Terms of Use or attempts to compromise the Experience in any way.

Availability

You can play the Experience via www.heineken.com, the Facebook page dedicated to the Heineken® brand and via certain weblogs from 2 April 2013 until 30 May 2013 (or such dates as determined by Heineken).

Release

You hereby agree to indemnify and hold Heineken, Twitter and Facebook and each of their subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives (the "released parties") harmless from and against any losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Experience, including claims based on publicity rights, defamation, and privacy rights.

Disclaimer

HEINEKEN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EXPERIENCE. THE EXPERIENCE IS PROVIDED 'AS IS' AND 'AS AVAILABLE'.

Intellectual property

1. All intellectual property rights to the Experience are owned by Heineken.
2. Users are permitted to play the Experience and share their results. All other use of the Experience, for example the storage or reproduction of (a part of) the Experience in any external site is prohibited without the express written consent of Heineken.

Material of others

Hyperlinks on the Experience may direct visitors to external websites which are maintained by others. Heineken shall not be liable for the contents and the functioning of such external websites. Heineken shall also not be liable for the quality of products or services which may be offered on such external websites.

Privacy and data protection

The personal data provided by you in the context of this Experience will be processed by Heineken in accordance with our privacy and cookie policy. Your Facebook ID combined with your personal game score will be stored by Heineken, in order to create a leaderboard. Heineken will not use this data other than for this purpose. All personal data will be deleted after the Experience has been taken offline.

Access, correction and removal

You can request Heineken to provide access to the personal data it has collected about you at any time. You can also request Heineken to correct or to delete such personal data. You can send your questions regarding



this terms or your requests for access, correction or removal of your personal data to webcentre@heineken.com mentioning your name and postal address.

These Terms and Conditions and the Privacy and Cookie Policy were lastly amended on September 4th 2012