

INTRODUCTION

In order to ensure that our consumers enjoy the facilities of our websites (including <https://www.heineken.com/my>, social media sites and mobile applications) ("Site"), promotions dedicated to/organized by Heineken Marketing Malaysia Sdn Bhd (including Heineken Malaysia Berhad) and/or any affiliates (collectively, "Heineken", "we", "our", or "us"), 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 CONDITION

APPLICABILITY

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

By using this Site, you agree to the applicability of these Terms of Use. Please 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 Site 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 Site, including damages caused by viruses or any incorrectness or incompleteness of the Information, unless such damage is the result of any willful misconduct or gross negligence on part of Heineken. Heineken shall not be liable for damages resulting from any lack of suitability, timeliness or accuracy of this Site or the Information.

Heineken shall further 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 Site 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 Site 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 Site and the Information and make copies for their own personal use, for example by printing or storing. All other use of the Site or of the Information, for example the storage or reproduction of (a part of) the Site 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 Site 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 Heineken Marketing Malaysia Sdn Bhd. 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 Malaysia.

Please do not share our content with anyone who is a Muslim and/or under the age of 21 years old.

HEINEKEN® USER GENERATED CONTENT TERMS OF USE

We reach out to social media users to seek their permission to feature our favorite content on our various Sites, social channels, and various promotional materials. You are reading this because Heineken® has requested your permission to use your social media content in this way. If you choose to allow us to use your social media content (“User Content”) by replying ‘Agree’, you agree to these Terms of Use.

Heineken® engages a limited number of service providers to facilitate the collection and transmission to the Site, social media channels, promotional materials and other properties (“Heineken® Properties”) of User Content, including photos, text, graphics, audio, video, location information, comments and other materials from social media sites, for use by Heineken in connection with its business, including Heineken® product feature, marketing, promotional, advertising and other consumer-related activities (the “Heineken® Services”).

Heineken® reserves the right to alter these Terms of Use without advance notice by posting a revised Terms of Use. Accordingly, you should review the Terms of Use each time you grant permission or authorization to feature your User Content.

USER CONTENT LICENSE

You hereby grant to Heineken® and its related companies, agents, licensees, sublicensees, contractors, successors, legal representatives, assigns, and third-party service providers, and their respective retail partners, marketing or public relations agencies, and other affiliates (the “Licensed Parties”) a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable, sublicensable right to use your User Content in any manner to be determined in the Licensed Parties’ sole discretion, including but not limited to on webpages and social media pages operated by the Licensed Parties, in promotional e-mails and advertisements, and in any and all other marketing, promotional and advertising initiatives, and in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever.

You grant the Licensed Parties the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, including but not limited to your voice, in connection with any use of your User Content.

You hereby agree and represent and warrant that (i) you are solely responsible for your User Content, (ii) you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such User Content, (iii) you are a non-Muslim and aged 21 and above, (iv) the Licensed Parties’ use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, of any third party, or any law, rule or regulation, and (v) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties' use of your User Content.

The User Content that you submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies. By using this Site or the Services, you are consenting to the Licensed Parties' collection of any personal information you provide for the Licensed Parties' use and disclosure in connection with the use of your User Content as described herein. If you do not agree to the collection, use and disclosure of your personal information in this way, please do not use this Site or the Services or otherwise provide the Licensed Parties with personal information. Your personal information may be transferred to servers located outside the country in which you live or to third parties in other countries so that they may process personal information on the Licensed Parties behalf. By using the Site or the Services or otherwise providing the Licensed Parties with personal information, you agree to the foregoing collection, use, disclosure, transfer and processing of your information in accordance with the terms of these Terms, the Privacy Policy and applicable data protection laws and regulations.

The Licensed Parties reserve the right to remove any User Content from the Site and the Heineken® Properties. If you believe any content, including User Content, residing on the Site or on the Heineken® Properties or displayed or used in connection with the Heineken® Services infringes any person's or entity's copyright rights, please refer to the Heineken® PDPA Policy.

ADDITIONAL TERMS

These Terms of Use apply to the entire Site, the Heineken® Properties and Heineken® Services and to your User Content unless otherwise provided. In addition, to the extent your User Content is displayed on the Site or on any of the Heineken® Properties or in connection with the Heineken® Services, you also will be subject to additional terms of use, agreements, guidelines or rules provided by Heineken® applicable to such Heineken® Services and User Content, including but not limited to those set forth on the Heineken® website at <https://www.heineken.com/my/terms-of-use-and-privacy> , and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines, instructions or rules provided or posted by Heineken® (the "Heineken® Terms").

You certify that you are non-Muslim and 21 years old and above.

INTELLECTUAL PROPERTY RIGHTS

The Site, Heineken® Services or Heineken® Properties may be protected by copyright, trademark and other intellectual property laws. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of Heineken® by authorizing use of your User Content or otherwise using or accessing the Site, the Heineken® Services or the Heineken® Properties.

MISCELLANEOUS

These Terms of Use are personal to you and may not be assigned or transferred by you for any reason whatsoever without Heineken®'s prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if Heineken® does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which Heineken® has the benefit of under any applicable law), this will not be taken to be a formal waiver of Heineken®'s rights and that those rights or remedies will still be available to Heineken®.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use are invalid, then that provision will be removed without affecting the rest of the Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

Heineken® Good Times Camera

GENERAL

1. The "Good Times Camera" Campaign (the "Campaign") will be governed by these standard terms and conditions (the "Terms of Use"). Each participant agrees that he / she has read and understood these Terms of Use and by participating in the Campaign, each participant will be deemed to have read, understood, and agreed to each of the terms and conditions appearing herein in the Terms of Use.
2. The Campaign is offered by Heineken Marketing Malaysia Sdn Bhd. (the "Organizer").
3. These Terms of Use apply to the legal relationship between the Organizer and a participant of the Campaign.
4. The laws of Malaysia shall govern the Campaign and these Terms of Use. All disputes arising in connection with the Campaign and these Terms of Use, including but not limited to disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Malaysia and by participating in the Campaign the participants hereby submit to the exclusive jurisdiction of the courts of Malaysia. However, it shall be the sole responsibility and obligation of each participant to ensure that he / she complies and do not contravene any laws to which he / she may be personally subjected to.
5. A failure by the Organizer to enforce any of these rules in any instance(s) will not give rise to any claim by any other person.
6. To participate in the Campaign, participants will need to provide their personal details for, including but not limited to, Campaign judgement and prize fulfilment purposes, as well as marketing and promotional purposes in connection with this Campaign. All participants must ensure the details provided are true, accurate, current, and complete. The Organizer reserves the right to verify the eligibility of all participants. To serve the activities of the Organizer as well as the Campaign, participant agrees and confirms that: (i) Organizer is entitled to collect, store, process, use, encrypt and/or share the

provided personal information for other companies within the same group and/or third parties designated by Organizer and (ii) when authorized by Organizer, companies within the same group and third parties designated by Organizer are entitled to collect, store, process, use, transfer, and/or encrypt the participant's provided personal information.

7. The Campaign will be held during the Campaign Period as set out in this Terms of Use. The Organizer reserves the right to vary, postpone or re-schedule the dates of the Campaign or extend the Campaign Period at its sole discretion.
8. The Organizer shall have the right to, at its sole discretion, at any time and without prior notification, change or discontinue any aspect of the Campaign and to change, amend, delete, or modify the Terms of Use and other rules and regulations including the mechanism of the Campaign, or any part thereof. Such changes shall be effective immediately upon posting of the modified Terms of Use on the relevant website page at <https://www.heineken.com/my/en/terms-and-conditions>. If a participant does not agree to abide by these or any future Terms of Use, do not (continue to) participate in the Campaign. Participants are advised to revisit the Heineken Malaysia website and regularly read the Terms of Use on a regular basis for possible changes as, by the participant's continued participation in the Campaign, the participant indicates that the participant accepts any such modified terms.
9. The Organizer may terminate or suspend the Campaign at any time at its absolute discretion. Such termination or suspension will not give rise to any claim by the participants. If the Campaign is resumed by the Organizer, the participant shall abide by the Organizer's decision regarding resumption of the Campaign and disposition of the prizes (if any).
10. Any dispute or situation not covered by these Terms of Use will be resolved by the management of the Organizer in a manner it reasonably deems to be fairest to all concerned. That decision shall be final and / or binding on all participants. No correspondence will be entered into.
11. If these Terms of Use are translated into a language other than English, the English version of the Terms of Use shall prevail in the event of any inconsistency.
12. Participants to this Campaign are deemed to be unconditionally accepting the terms and conditions of this Campaign. A failure to adhere to these terms and conditions will result in disqualification from the Campaign and forfeiture of the prize(s).

Participation

1. The "Campaign Period" will be from 3rd July 2023 at 12:00:01 PM to 13th September 2023 at 11:59:59 PM Malaysian time.
2. The Campaign is open ONLY to non-Muslim individuals who reside in Malaysia aged 21 and above (as at the date of participation in the Campaign and proof of age will be required), who are not Ineligible Persons and who are lawfully permitted to purchase alcoholic beverages. No syndicates or groups will be allowed to participate.
3. The following categories of persons are not eligible and excluded from participation in the Campaign:

- i. Persons employed by, or working for, the Organizer including its affiliated and related companies and their immediate family members (children, parents, brothers and sisters, including spouses) in any capacity;
- ii. Representatives, employees, servants and / or agents of advertising and / or promotion service providers of the Organizer including its affiliated and related companies, and their immediate family members (children, parents, brothers and sisters including spouses); and
- iii. Persons working for third party companies that are involved in the organization or execution of the Campaign.

Each such person shall be referred to as an “Ineligible Person” and collectively referred to as “Ineligible Persons” in these Terms of Use.

Mechanics

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| 1. Brief Description of Campaign | <ol style="list-style-type: none"> 1. The Campaign shall be held from 3rd July 2023 at 12:00:01 PM to 13th September 2023 at 11:59:59 PM Malaysian time or such other time that the Organizer deems fit. 2. The Organizer reserves the right to vary, withdraw or re-schedule the Campaign Period or any dates thereof at its sole discretion. |
| 2. Mechanics of Campaign | <ol style="list-style-type: none"> 1. To participate in the Campaign, the participant is required, among others, to accept and sign off on all necessary confirmation and disclaimers via the Good Times Camera Digital Engagement (The “Digital Engagement”) webapp page which includes the following confirmation: <ol style="list-style-type: none"> 1. That the participant is a non-Muslim aged 21 and above. 2. That the participant agrees to the Terms and Conditions, Privacy Policy and Cookie Policy. 3. That the image taken or uploaded is of their own. 2. The participant is only allowed to create content in the Digital Engagement using content of his / her own individual. The participant is not authorized to use content of any other individual, or in the like of any other individual in the Digital Engagement. 3. To participate in the Digital Engagement, the participant must allow camera access to Digital Engagement webapp. 4. The participant will be required to take or upload one (1) picture of himself / herself using his / her mobile phone / device. 5. Upon taking or uploading one (1) image, the participant would be required to answer and complete the Question & Answer section labeled “How would you describe your Good Times with Heineken® in 150 characters?” 6. The system will allow the participant to submit once all fields have been completed. |

7. Good Times Camera images can be downloaded and shared for your own personal, noncommercial use only.
8. Participants are allowed to submit more than one (1) submission, each individual is only entitled to win one (1) prize from the campaign.
9. The participant will thereafter be prompted to share their Good Times image as an option for users to share it on their social media platforms.
10. Prize winners would be determined based on the creativity of the participant's answer in the Question & Answer section.
11. Prize winners will be selected as of every subsequent Tuesday of the week for each week of contest submissions during the Campaign Period. Winners will be announced via Instagram or Facebook message on the following day of each week by Wednesday, 6PM. If the winner announcement date falls on a public holiday, winner announcement will commence on the day prior to the public holiday.
12. The winners must respond within [forty eight (48) hours] from the time when the Organiser or the Organiser's Appointed Agent sent the notification [via email] from [insert email add]. If the winner fails to respond within [forty eight (48) hours], the Organizer reserves the rights to substitute the winner with subsequent name on the list.
13. Prize winners would be required to be checked upon winning the selected prize that he/she is 21+ years of age and non-Muslim by providing their FULL NAME and IC NUMBER.
14. The Organizer reserves the right to reject any entry that is not submitted in the required manner as indicated above including, but not limited to, entries with incorrect or incomplete information.
15. The Organizer does not charge a fee for Campaign entries submitted by the participants.
16. The participant must adhere to the mechanism of the Campaign as may be notified or communicated by the Organizer during the Campaign Period.

Prizes

1. DarkRoom8 x Heineken® Film Camera Set:
5 x weekly winners (Spanning across Campaign Period)
2. Good Vibes Festival 2023 General Admission Passes x 3 days
3 pairs x weekly winners (Spanning across 3rd July – 19th July 2023)
3. Motherchuckers x Heineken® Merchandise
3 units x weekly winners (Spanning across 20th July – 13th September 2023)

The Organizer reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice.

All prizes are accepted entirely at the risk of the participant and are awarded by the Organizer and/or sponsors without any warranty of any kind express or implied.

The Organizer reserves the right to not award any and/or all of the prize(s) on the basis that there are insufficient entries which qualify and satisfy the criteria (“Qualifying Entries”).

Verification

1. The winner must provide Full Name (as stated on his/her NRIC) and IC Number to the Organizer and its appointed agent (which means a third party appointed by the Organizer from time to time as its agent to, amongst others, manage the Phone hotline and the distribution of the prizes pursuant to this Campaign, hereinafter referred to as the “Appointed Agent”) for verification before entry to the Event.
2. In the event that the Organizer finds the presented details is not authentic or invalid then the Organizer shall be entitled to disqualify the Winner and forfeit the Prize from the Winner without assigning any reasons whatsoever.
3. The Organizer shall reserve the right to award the Prize to an alternative Participant at its sole discretion at any time.

Prize Redemption

- Once the winner has been verified and confirmed, prize fulfilment shall be through:
 1. Prizes worth RM500 and below will be sent via courier service to the winners’ full mailing address as provided to the Organizer upon request.
 2. Prizes worth RM500 and above, winners need to collect at the Organizer / Appointed Agent office (within Klang Valley) that will be notified by Organizer’s Appointed Agent to the winner. The prize must be collected within the time and pre-arranged date given from the Appointed Agent to the winner.
- Prize sent via courier service: The Organizer and the Appointed Agent have the right to request the winner to sign and send back a copy of all the consent documents together with the original receipt as proof of purchase and a scanned copy of their I.C. for verification purposes to the Organizer.
- Prize collection at office: The winner needs to bring along original IC and original receipt as proof of purchase for verification purposes to the Organizer / Appointed Agent.
- By participating in the Contest, the participants grant the Organizer the permission to publicise, broadcast or otherwise disclose his or her name, character, likeness, statements or any promotional activities in any and all media concerning the winning of the Contest, or contests generally held by the Organizer at any time and from time to time. The Organizer may promote or advertise that a particular winner won the Contest. All participants and/or winners hereby agree and consent to the use of his/her name for the purpose of advertising, trade or promotion by the Organizer without any additional compensation, notification and/or permission.
- The Organizer reserves the right to disqualify and remove any participants from the Contest without prior notification or disclosure of information should the participants

be suspected of tampering with their entries or is found to be in breach of these Terms of Use and any conditions of the Contest.

- The Organiser reserves the right to forfeit the prize if the winner fails to respond by the date and time agreed by the winner and the Organiser's Appointed Agent.
- The Organiser reserves the right to ignore requests from winners during the Contest Period which are deemed by the Organiser to be unreasonable.

Other Terms of Use

- The participant agrees that he / she shall:
 - i. Create content in the Digital Engagement using content of his / her own individual.
 - ii. Not use content of any other individual, or in the like of any other individual in the Digital Engagement;
 - iii. Ensure that the content is not harmful, unlawful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous or otherwise objectionable;
 - iv. Not impersonates any person or entity;
 - v. Abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the participant;
 - vi. Not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Campaign Period;
 - vii. Not by act or omission, directly or indirectly bring the Organizer into disrepute;
 - viii. Not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Campaign or the prize with any third party;
 - ix. Agrees that the participant's participation in the Campaign does not entitle the participant to wages, salary or any other compensation.
- The Organizer has the right to, at its sole discretion and without prior notification, reject, refuse or exclude a participant from participation in the Campaign for reasons, including (without limitation) where the information provided is not complete, non-compliance or non-fulfilment of any of these Terms of Use or attempts to compromise the Campaign in any way.
- The Organizer reserves the right to substitute the prize (if any), or any portion thereof, as the case may be, for an alternative prize of equal or greater value should the prizes promoted not be available due to unforeseen circumstances.
- In the event that a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with according to the reasonable discretion of the Organizer subject to compliance with any applicable laws.
- The prizes must (where applicable) be used on the dates specified, cannot be sold, changed or exchanged for money or for other prizes and the prizes are not transferable or negotiable and may not be redeemed for cash.
- Any tax payable as a result of a prize being awarded is the sole responsibility of the winner.

- The Organizer's decision in relation to any aspect of the Campaign is final and binding. No communication will be entertained in this regard.
- Save and except for any warranties implied in law (if any), all prizes (if any) are used/taken entirely at the risk of the winner in all things, and the Organizer excludes all warranties in connection with any prize to the extent permitted by law. The Organizer makes no representations that the prize will be satisfactory to the winners.
- The Organizer may publicize, broadcast or otherwise disclose a winner's or participant's name, character, likeness, statements or any promotional activities concerning the winning of the Campaign, or Campaigns generally held by the Organizer. The Organizer may promote or advertise that a particular winner won the prizes in the campaign. All winners and/or participants hereby agree and consent without reservation or limitation to the use of his/her photo, name, appearance, choices of music, preferences, voice and likeness to and to transmit, copy, publish, copyright, distribute and display it in connection with articles, exhibitions, publicity, advertising, education, trade and/or promotional material or activities undertaken ("Promotional Materials") by the Organizer without any additional compensation, notification or permission. Participants and/or winners shall not be entitled to claim ownership and/or other forms of compensation on any of the materials. All winners and participants also hereby agree to waive any rights that he/she may have to inspect or approve any finished products or any advertising copy of the Promotional Materials that may be used, arising directly, indirectly or in connection with the Campaign. Further, all winners and participants hereby agree that he/she assigns all of his/her rights, titles and interests that he/she may have in any form of media in which any or all of his/her photos, name, appearance, voice and likeness have been captured in connection with the Campaign, along with full rights of assignability, and agree to execute any documents required by the Organizer to give effect to this assignment.
- The website for this Campaign may contain links to other independent third-party sites/platforms. Such third party sites/platforms are not under the Organizer's control, and the Organizer is not responsible for any information contained therein. The inclusion of such a link or reference does not imply endorsement of, or association with, the site/platform by the Organizer, or any warranty of any kind, either express or implied. For any third party sites/ platforms, please note that the relevant terms and conditions governing the sites/ platforms shall be applicable.

Release

1. The participant agrees to waive, release and discharge the Organizer, its subsidiaries, its affiliates, its related companies, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the participant or any party claiming through the participant hereafter may have arising out of acceptance of any prize(s) or participation in the Campaign including (but not limited to) death, personal injury and damage to property and whether or not direct, consequential or foreseeable.
2. Each participant hereby agrees to indemnify and hold the Organizer 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, as a result

of the participant's breach of the participant's warranties and undertaking and any breach of the Terms of Use and / or the rules and regulations of the Campaign, participation in the Campaign or arising in connection with a prize. The Released Parties shall not be responsible for lost, late, misidentified or misdirected entries or telecommunication or computer hardware or software performance, errors, delays or failures.

Disclaimer

1. The Organizer disclaims all warranties with respect to the Campaign. The Campaign and the prizes (if any) are provided 'as is' and 'as available'.

Intellectual Property

1. All intellectual property rights used in relation to the Campaign are owned by the Organizer and its parent and related companies ("Organizer Group").
2. All intellectual property rights in connection with this Campaign shall vest in the Organizer Group. The participants shall not be permitted at any time to reproduce or distribute any intellectual property rights in respect of this Campaign.
3. Entries and details submitted in connection with the Campaign (whether in written, audio or visual form, or a combination of those) or any photographs, video and/or film footage or audio recording taken of the participants shall be the property of the Organizer. The Organizer may use the material in any medium and in any reasonable manner it sees fit. Copyright of any such material becomes and remains the sole property of the Organizer. The participant hereby assigns to the Organizer all worldwide copyright and like rights in the entries and waive all moral rights.

Facebook, Instagram and/or WhatsApp

1. This Campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram and/or WhatsApp.
2. The participant is providing the participant's information (save in respect of the participant's Facebook, Instagram and/or WhatsApp username and password) to the Organizer and not to Facebook, Instagram and/or WhatsApp. The information the participant provide will solely be used for and by the Organizer Group and will not be sold, transferred, given or shared with any third party not in any relation to the Campaign.
3. The participant agrees that the participant shall waive any claim the participant may have against the Organizer Group that is in any way connected with a dispute the participant may have with Facebook, Instagram and/or another participant of the Campaign ("third party participant") and the participant agrees to indemnify the Organizer Group for any losses or liability the Organizer Group suffers as a result of any claim against the Organizer Group by Facebook, Instagram and/or WhatsApp and/or the third party participant as a result of the participant's dispute or in relation to the participant's dealings with Facebook, Instagram and/or WhatsApp and/or such third party participant. This waiver and indemnity shall not apply in the event of any breach, fraud or willful misconduct on the part of the Organizer Group.

Liability

1. The participant acknowledges that his/her participation in the Campaign shall be at his/her own risk.
2. Each participant agrees that except in respect of damages, losses, injuries, rights, claims or actions caused by or arising from the breach or negligence of the Organizer, the Organizer shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Campaign, or resulting from the acceptance, possession, use/misuse of prizes, or participation in the Campaign. To the extent permitted by law, the participant will assume full liability and responsibility in case of any liability, mishap, injury, damage, loss, claim, actions of any kind or accidents resulting from their participation in the Campaign or resulting from the acceptance, possession, use/misuse of prizes and a participant agrees to release and hold the Organizer free and harmless of any liability.
3. Each participant further agrees that the Organizer will not be responsible or liable for any Entries/sign up that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with these Terms of Use or arising due to the fault of the participant.
4. The Organizer shall not be liable to any participant, nor shall the Organizer be deemed to be in breach of the Terms of Use by reason of any delay in performing, or any failure to perform, any of the Organizer's obligations hereunder, if the delay or failure was due to any cause beyond the Organizer's reasonable control.
5. All rights and privileges herein granted to the Organizer are irrevocable and not subject to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participant have the right to injunctive relief or to restraint or otherwise interfere with the Organization of the Campaign, the production, distribution, exhibition, and/or exploitation of the Campaign and/or any product based on and/or derived from the Campaign.
6. Notwithstanding the foregoing, nothing in these Terms of Use is intended to limit any rights the participants might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit the Organizer's liability to the participants for any loss or damage arising from the breach or negligence on the part of the Organizer.
7. The Organizer reserves the right at its reasonable discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of the Campaign or its website (if any), to be acting in breach or potential breach of these Terms and Conditions. No correspondence will be entertained.
8. The Organizer reserves the right to cancel the Campaign at any time due to unforeseen circumstances, sovereign laws and regulations.
9. No warranty or guarantee is given by the Organizer in relation to any of the prizes and to the fullest extent permitted by law, the Organizer, its agents and trading partners will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of receipt or use of any prize awarded pursuant to this Campaign. The Organizer

does not recommend or guarantee the performance of any contractor or other obligations of any third parties associated with the prizes and will not be liable for any fraud committed by any third party.

10. During the Campaign, any request or complaint concerning the Campaign and the Terms of Use may be sent via e-mail to MY1-General.Enquiry@heineken.com and stating the participant's name, address, e-mail address and telephone number. The participant will be contacted within a reasonable time after receipt, however the Organizer's decision is final on all matters. The Organizer will not engage in any correspondence related to the selection of the winner.

Other Provisions

1. Nothing in or relating to this Campaign may be reproduced or published without the Organizer's express consent.
2. No rights can be derived from this Campaign or the results thereof.
3. The Campaign is void where the same is prohibited or restricted by any local, national, state, or any governmental laws.
4. If these terms and conditions are or become partially void, the Organizer and the participant 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 effects that correspond with those of such void part as much as possible, taking into account the content and the purport of these terms and conditions.
5. These Terms of Use will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising of the Campaign.
6. This Campaign is subject to the Malaysian Advertising Code for Alcoholic Beverages.
7. The participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein unless expressly provided for within this Terms of Use or with the express consent of the Organizer. The Organizer shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by it.
8. All rights and privileges herein granted to the Organizer are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign and / or any product based on and / or derived from the Campaign.

PRIVACY POLICY

General

This Privacy Policy applies to our website (including social media sites and mobile applications) (“Website”), contests dedicated to/organized by Heineken Marketing Malaysia Sdn Bhd (“HMMSB” or “HEINEKEN”) and/or any affiliates (collectively, “we”, “our”, or “us”) for consumers in Malaysia where we collect certain personal information (“Personal Data”). Please read this Privacy Policy carefully as it contains important information to help you understand our practices regarding any personal information that you give to us or that we collect otherwise in the context of the Website and the ways in which you can protect your privacy.

We respect your privacy, and we are committed to keeping your Personal Data secure and managing it in accordance with our legal responsibilities under applicable data protection laws, in particular, the Malaysia Personal Data Protection Act 2010 (hereinafter referred to as the “Act”). For the purposes of this Privacy Policy, the terms “Personal Data” and “process” and/or “processing” shall have the meaning as prescribed in the Act. Further, “Website” shall mean any world wide web owned by us or our licensor, and/or managed by us or our licensor, and any other websites, whether known now or in the future.

This Privacy Policy describes what information is gathered, how this information is used, who the information will be shared with, how you can opt-out and how you can modify your Personal Data held by us and any other changes that have been made from time to time.

By “liking” our Facebook brand and/or corporate page, or following us on our brand’s and/or corporate’s Instagram or Twitter Account, or subscribing to our brand’s and/or corporate’s YouTube channel or otherwise expressing or providing a similar indication of your interest in us in other social media sites, you hereby agree that you have read this Privacy Policy and consent to our collection and further processing of your personal data in the respective Social Media Sites (as defined below) in the manner as specified in this Privacy Policy.

2. What Personal Data We Collect and How We Use your Personal Data

In the course of your relationship with us, we collect a large variety of Personal Data relating to you and your relationship with us. We collect your Personal Data from the information you have provided to us and/or in any other HEINEKEN forms that you are required to complete, as well as any other information we have or may obtain about you through any oral or written communications, when you participate in our events, when you purchase our products or services online, when you create an account on the Website or when you “like” our Website. Requested information on the Website marked with an asterisk is mandatory. If you do not provide the requested information, we will not be able to deliver the service or product to you.

We have specified the Personal Data we collect and the purposes for which we use the Personal Data:

- Processing your order to be able to process your payment and to deliver the requested product or service to you: We need your name, e-mail address, telephone number (in case we need to communicate to you about your order), your postal address or the

recipient of our services (if different than yourself), your date of birth (as we are legally required to ask for before allowing you to visit our Website), payment information and et cetera. This is also for our sales administration. The use of this Personal Data is to perform our agreement with you or to comply with legal obligations, such as tax and accounting rules.

- Registration and creating an account on our Website: Before you make a purchase, you will be asked to create an account and provide us with a log-in name and password (which we need to process your account) and e-mail address, first name/last name, billing address, birth date (which we will use to validate and process your order). Creating an account is necessary for making purchases so for the performance of your agreement with us. You can manage the information in your account yourself and view e.g. which purchases you have made earlier.
- Customer services: we process your e-mail address or phone number (depending on how you have contacted us) for answering your questions and/or issues you have submitted via the Website, for product recalls or other service mails you sent. We register your requests, questions and our responses and other actions to handle your request.
- Sending newsletters, messages and/or e-mails containing marketing information, such as information on our products and/or services and/or our related corporations and/or the products and/or services of our business partners: if you have subscribed to the newsletter and/or registered and created an account on our Website or participated in any contest or events or followed any of the Social Media Sites, we use the e-mail address you have provided to send you our newsletter and/or e-mails containing marketing information. If you have ordered one of our products via our Website, we may also send you newsletters to inform you of our other similar products that we think may be of interest to you. If you no longer wish to receive any e-mails from us, you can unsubscribe at any time by using the unsubscribe function in each e-mail message or you can contact us.
- We will remove your e-mail address once you have opted-out of receiving the newsletter and/or e-mails containing marketing information, unless this is also used and retained for other purposes listed in this Privacy Policy.
- Marketing: information about your purchases, your online searches (clicks and views), your settings on our Website, the items in your shopping cart, your customer service requests and contact history can be collected by us. This information enables us to use different channels for relationship management and marketing of our products and services to you via e-mail and/or newsletters and/or online advertising which may include personalizing Website content and offers so these are tailored to your preferences. We measure the effectiveness of our campaigns.
- We use this Personal Data as it is necessary in our legitimate interests to be able to promote our products and services to our customers and website visitors, to enable us to attract more customers, to improve the sale of our products and services and to finance our Website (via online advertisements). We will retain the Personal Data as specified under the relevant purposes for which the Personal Data have been collected (e.g. newsletters, account information, processing orders and payments).
- Information about your visit to and use of our Website: we collect certain information when you visit our Website, such as your IP address, which web pages you visit, the

name of your computer, and type of internet browser, clicks and views. We also keep track of how you use our newsletter, which pages you view and which parts you read so we can customize the newsletter to your preferences. The information about your use of our Website and services enables us to build segments, which are groups of website visitors or customers with a number of common characteristics such as age group, gender or region. We will likely add you to one of our segments, which we use to customize the Website and to e.g., change the order of search results or where we place certain offers, so you are more likely to see these. We may also use segments to show online advertisements and/or send you e-mails that we think are relevant to you.

- We use this Personal Data as it is necessary in our legitimate interests to do so to be able to promote our products and services to our customers and website visitors, to enable us to attract more customers, to improve the sale of our products and services and to finance our Website (via online advertisements).
- Maintenance and optimization of our Website: Your Personal Data will also be used for maintenance and analysis of our Website to solve performance issues, to improve the availability and to secure the website against fraud (e.g. in case of repeated attempts to log-in or to make a purchase or if the purchase is made where there is non-compliance with our terms and conditions, e.g. by individuals under 21 and/or by Muslims). The analysis also enables us to check whether the online ordering process works efficiently so we can improve, where possible. Our use of your Personal Data for these purposes is necessary in our legitimate interests.
- Participate in research activities: We also may request you to participate in research activities such as: surveys, pilots, panels, focus groups, and other research activities. Depending on the research activity, we will collect different sets of Personal Data.
- Allowing you to participate in campaigns, contests and/or other promotions: Your Personal Data such as name, e-mail address, residential address and telephone number will be processed to administer our campaigns, contests and/or other promotions in which you choose to participate. Some of these promotions have additional rules containing information about how we will use and disclose your Personal Data. We need this information to process your participation and to be able to communicate with you about your prize or to send the prizes to you.
- Analytics: Your Personal Data and information collected via the use of cookies will be processed for analytical and statistical purposes. We process and analyses this information to help us determine the viability of business in a certain location. Depending on the type of statistics we require, we also process this information to track the number of visitors who have visited our Website from our business partner's website.

If we use your Personal Data for other purposes, we will inform you of this other use separately.

For certain services and purposes of the Website and/or Social Media Sites, you need to provide Personal Data to us for us to be able to process your orders or to send newsletters or other information to you. In addition to the information, you are required to provide to us, we collect certain information when you visit our Website and/or the Social Media Sites.

The use of this Personal Data is to perform our agreement with you or to comply with legal obligations, such as tax and accounting rules.

You can always opt-out of receiving our newsletter or direct mail and you can always object to our use of your Personal Data for direct marketing purposes (for more information on how to do this, read the Paragraphs 10. and 11. below on your rights).

3. How We Share and/or Disclose Your Personal Data

We are not in the business of selling your Personal Data. We consider this information to be a vital part of our relationship with you. There are, however, certain circumstances in which we may need to share your Personal Data with third parties without providing further notice to you, to help us provide services and products to you and to run our Website (“Third Parties”). These Third Parties are:

- HEINEKEN group of companies and the official brand owners for HEINEKEN’s products for the purpose of storing Personal Data processed via the Website, due to shared IT systems;
- service providers where this is needed to provide us with a service or to (help us) provide or deliver the service or product ordered by you on the Website (including our third-party delivery provider) and to provide data analytics services;
- business partners for the purpose of collaboration in joint activities;
- independent debt recovery agencies, solicitors or other agents for the purpose of collecting monies due or outstanding on your account;
- In case HEINEKEN sells all or some of the assets or shares of a HEINEKEN group company to which Personal Data was transferred to a third party, your Personal Data may be provided to this third party.

These parties may be located in Malaysia, countries in the European Economic Area or elsewhere in the world.

We may also need to provide Personal Data to law enforcement bodies in order to comply with any legal obligation or court order.

4. Transfer of Personal Data outside of Malaysia

Provisions

It may be necessary to transfer your Personal Data to a Third Party located in countries outside of Malaysia. This may happen where the Third Party is based outside of Malaysia or where you access and/or use our Website from countries outside of Malaysia. By continuing accessing and/or using the Website, you consent to such transfer.

When Personal Data is stored by us outside Malaysia, we will ensure an adequate level of protection of the transferred Personal Data. We require service providers to use appropriate measures to protect the confidentiality and security of the Personal Data.

5. Security of Personal Data

We will take appropriate technical, physical and organizational measures to protect the Personal Data collected through the Website from misuse or accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, acquisition or access, that are consistent with applicable privacy and data security laws and regulations. However, no internet-based site can be 100% secure and we cannot be held responsible for unauthorized or unintended access that is beyond our control.

Our Website may contain links to other websites. We are not responsible for the privacy practices, content or security used by such other websites, which shall not be governed by this Privacy Policy. We advise you to always carefully read the privacy policies on these other websites.

6. Retention of Your Personal Data

We will retain your Personal Data for as long as legally required or for as long as necessary to provide you with any requested services or for any of the other purposes listed in this Privacy Policy. The Personal Data will generally be kept for a period of 7 years after your last dealing with us to comply with local law requirements. We will take reasonable steps to destroy or de-identify Personal Data we hold if it is no longer needed for the purposes set out above.

7. Cookies

A major part of the information referred to in this Privacy Policy is collected via our use of cookies and similar techniques. Cookies are small text files containing small amounts of information which are downloaded and may be stored on your user device, e.g., your computer, smartphone or tablet. Techniques we use that may be similar to cookies are tracking pixels, Java scripts, tags and web beacons. These cookies and similar techniques are sometimes necessary to remember your account settings, language and country, but also enable us to measure and analyse your behavior on our Website and for showing you personalized advertisements on our Website or on third-party websites. Where required, you will be asked for consent to our use of cookies.

Our cookie and information retrieved from our cookie is used in line with the uses set out in this Privacy Policy and more specifically:

- To help save and retrieve passwords used on the Website. This way, you do not have to re-enter information upon every new visit to the Website;
- to track information such as the frequency and duration of your access and/or use of the Website, your click-stream as you go through the Website and help us determine whether you came to the Website from a particular internet link or banner advertisement;
- to analyse the profile of visitors and users to help us in providing you with better access and/or use of the Website and to enhance the Website;
 - to personalize the content, banners and promotions that you will see on the Website; and

- Anonymous tracking of interaction with online advertising e.g., to monitor the number of times that a banner ad is displayed and the number of times it is clicked.

Most cookies are “session cookies”, meaning that they are automatically deleted from your device at the end of a session. You are always free to decline cookies if your device permits, although in that case you may not be able to access or use certain features of the Website.

8. Social Media

You may choose to share information on our Website via social media, such as Facebook, Instagram, Twitter, LinkedIn, Spotify or YouTube, and/or any other social media sites maintained by us or our licensors (“Social Media Sites”). This means that the information you share, with name and preferences, shall be visible to visitors of your personal pages. We advise you to carefully read the privacy policies of the social media parties as these are applicable to the processing of your Personal Data by these parties.

When you share Personal Data with us, or when you interact with us via these Social Media Sites, the Personal Data collected and further processed by us may vary between individuals depending on the privacy and security settings available to your account on the relevant Social Media Sites. For more information about the choices and means for limiting the Personal Data processed by the Social Media Sites, please visit the respective Social Media Sites privacy policy page.

We will be processing your Personal Data in accordance with the Purposes set out above.

9. Children's Privacy

The Website is not intended for use by individuals under the age of 21. We do not knowingly collect Personal Data from individuals under the age of 21.

10. Your Rights to Access, Rectification, Deletion, Restriction and Data Portability

Provisions

You have the right to request an overview of your Personal Data processed by or on behalf of us. You have the right to have your Data rectified, deleted and/or restricted (as appropriate). You can exercise this right by contacting the relevant personnel listed in the contact details below. Please note that requests that do not meet the requirements set out by applicable law or HEINEKEN guidelines may be requested to be re-issued or ultimately denied and that certain Personal Data may be exempt from such access, rectification and deletion requests pursuant to applicable data protection laws or other laws and regulations. We will retain Personal Data where it is legally required for us to do so, for example, sales administration and/or tax and accounting rules.

You have the right to receive the Personal Data that you have provided to us in a structured, commonly used and machine-readable format, and in certain circumstances we will, at your

request, transmit your Personal Data to another data user/controller where this is technically feasible.

11. Your Right to Object

You also have a right, in certain circumstances, to request us to stop processing your Personal Data, but where we have compelling legitimate grounds, we will continue processing your Personal Data. However, you have the right to object to our use of your Personal Data for direct marketing purposes, including profiling, and when you do so, we will accommodate your request. Where you have provided consent to our use of your Personal Data, you have the right to withdraw your consent without this effecting the lawfulness of our use of this Data before your withdrawal. If you subsequently withdraw your consent to process your Personal Data, please note that we may not be able to process your Personal Data for any of the purposes stated in Paragraph 2.

12. Accuracy and Completeness of Personal Data

You are responsible for ensuring that the information and/or Personal Data you provide us is accurate, complete, and not misleading and that such information is kept up to date.

13. Updates

We will keep this Privacy Policy under review and make updates from time to time. Any changes to this Privacy Policy will be posted on our Website page and to the extent reasonably possible, will be communicated to you.

14. Contact

If you wish to exercise any of your rights listed above, you can contact us at Name: Privacy Officer – HEINEKEN

Address: Sungei Way Brewery Lot 1135, Batu 9, Jalan Klang Lama, 46000, Petaling Jaya, Selangor

Telephone: +603 7861 4688

E-mail: MY1-Privacy@heineken.com

Please note that we may request proof of identity.

If you have any other question, objection to our use of your Personal Data or a complaint about this Privacy Policy or about our handling of your Personal Data, you can contact the Privacy officer at MY1-Privacy@heineken.com .

15. Language

This Privacy Policy shall be drafted in English as well as in Bahasa Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.