

## **TERMS AND CONDITIONS FOR USE OF WEBSITE, PRINCIPLES FOR PRIVACY PROTECTION AND USE OF COOKIES**

Welcome to the website of Plzeňský Prazdroj, a.s.. The Website on the kozelbeer.com domain (the “**Website**”) is operated by the Company Plzeňský Prazdroj, a.s., ID No.: 453 57 366, with its registered office in U Prazdroje 64/7, Východní Předměstí, 301 00 Plzeň registered in the Companies Register maintained by the Regional Court in Plzeň, file number B 227, (the “**Company**”). Any references hereinafter to “our”, “us” or “we” are to the Company.

### **1. Terms and Conditions for Use**

Any content made available on the Website is protected by the Company’s copyright. As well, pursuant to copyright law, the Company is the maker of a database made available on the Website. All rights are reserved.

Please note that our content is for only for those of legal drinking age. <http://www.aboutalcohol.com>. Please drink responsibly and also please do not forward or share the contents of this page to anyone under the legal drinking age.

By accessing the Website, you agree with the following terms and conditions for Use of the Website and the principles for privacy protection and use of cookies (the “**Terms and Conditions**”). Before using the Website, please read these Terms and Conditions.

**IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE EXIT THIS WEBSITE IMMEDIATELY.**

### **2. Age Limit**

Pursuant to Czech law, you should not have access to certain sections of the Website if you are under the age of 18 or if you are under the legal drinking age in the country, province, state or on the territory from where you have accessed the Website. If you fall within such category, you may be acting in violation of the law or other legal regulations currently in force in the country where you are staying or from where you are accessing the Website and you should exit the sections concerned immediately. Before being allowed to access such sections, you will be asked to confirm your age.

### **3. Prohibited Use**

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

### **4. Waiver of Content**

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

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

- the accuracy or completeness of any materials made available on the Website;
- the availability and/or operation of the Website without failures or interruptions;

- compatibility of the Website with your computer system and software;
- the Website not being infected with a virus.

## **5. Liability Disclaimer**

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

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

## **6. Intellectual Property**

Any intellectual property rights relating to the content of the Website (in particular, rights to trademarks, images and logos) are owned or used under licence and reserved by us. You do not acquire any rights to the content of the Website, with the exception of the limited right to use them in accordance with the Terms and Conditions.

## **7. Use of the Website**

You may use the Website in accordance with the Terms and Conditions. You may print the Website out and/or download information therefrom for your personal, non-commercial use.

You are not allowed to:

- link the Website in any manner whatsoever with any other internet page, or select any part of the Website to frame, without our prior consent;
- break into the Website unlawfully, use the Website to spread computer viruses, or for unlawful purposes; or
- distort or alter the content which you are copying from the Website or use such content without making public the information on copyright or any other proprietary rights used by us in relation to such content, such information to be displayed in the same manner and form as used on the Website.

Should you breach these Terms and Conditions, we may interrupt or temporarily block your access to the Website. As well, you will be held liable for any damage we may incur in this connection.

## **8. Hyperlinks**

Links to other Websites are provided for your needs. We do not support or endorse such Websites or their operators, and do not continuously monitor the same. The use, viewing and downloading of such Websites is at your own risk. We therefore do not assume any liability.

## **9. Amendments**

We may amend, alter, update or terminate operation of the Website and/or any content made available thereon, without prior notification. As well, we may amend these Terms and Conditions on an on-going basis. Therefore, we recommend that you read these Terms and Conditions regularly. If

you do not agree with any current version of these Terms and Conditions, please exit the Website immediately.

## 10. Personal data protection

### 10.1. General information, collection and use of personal data

We respect your right to privacy. Under normal circumstances you can visit our website without providing any personal data, except for notification of your age and the country from which you are connecting. Those details are important for compliance with the requirements set by the laws of the Czech Republic, since the website promotes and sells alcoholic beverages. We will also process your IP address.

Your personal data specified in the contact form, consisting of your first name, surname, e-mail address and phone number will be provided to us by you for the purposes of establishing contact with you and processing your requests. Depending on the contents of your inquiry or requests, measures adopted prior to entry into a contract at your request or the legitimate interest of the company involving in particular ensuring of the ability to react to your inquiry may serve as a legal basis for processing of personal data.

In some cases, however, we may ask you to provide consent for processing of personal data for a specific purpose, for example so that you can register and create a user account on our website.

For this purpose, please become familiar with the information specified below and the statement of consent with processing of personal data, if you wish for us to process your personal data under the specified conditions.

More detailed information about personal data processing in our company can be found in our Privacy Policy.

### 10.2. Consent with processing of personal data:

By completing and sending the registration form or registering via Facebook, you agree to the following:

- a) That the data specified below may be processed by our company as an administrator, Plzeňský Prazdroj a.s. (a joint-stock company), with its seat at U Prazdroje 64/7, Východní Předměstí, 301 00 Plzeň, Company ID No. 45357366,
- b) Such data shall consist of the first name and surname, mailing address including street, postal address numbers, city/town, postal code, country, phone number, e-mail address, date of birth, user name, password and IP address;
- c) For the purpose of registration of the customer on our website,

- d) For a period of 3 years, unless you revoke consent earlier. After the lapse of this period, the Company may process personal data for the duration of the Company's legitimate interest, but for a maximum of the duration of any statute of limitation period for any claim related to your registration on our website and related purchases.

By visiting our Company's websites, apps and social networks, you agree that our company will process your personal data automatically by profiling, under the following conditions:

- a) ways of collecting your personal information: The Company will store your activity on our websites, apps and social networks,
- b) the Company will process your personal information as an administrator,
- c) to tailor our marketing communication directly to you, but only if we have a legitimate interest in marketing or your explicit consent to marketing,
- d) only following data will be processed: IP adresa,.....,
- e) we will store your personal information for 3 years if you don't withdraw your consent sooner. Consent can be revoked at any time by deleting cookies in your browser, resetting the identifier on your mobile device, or modifying your social profile settings. After this time passes, the Company may only process personal data for the duration of the legitimate interest of the Company, within which we are obliged to showing compliance according to legislation,
- f) you can always object to profiling based on legitimate Company's interest, then the processing will be limited until it's verified whose interests prevail and, in the case of the predominance of your interests, profiling will be immediately terminated

and only if you give us your explicit consent to profiling.

By visiting our Company's websites, apps and social networks, you agree that our company will show you marketing messages, under the following conditions:

- a) ways of collecting your personal information: The Company will store your activity on our websites, apps and social networks,
- b) the Company will process your personal information as an administrator,
- c) in order to maintain contact with each other and to be able to inform about Company's news, (production or Company's contests),
- d) only following data will be processed: IP adresa,.....,
- e) we will store your personal information for 3 years, if you don't withdraw your consent sooner. Consent can be revoked at any time by deleting cookies in your browser, resetting the identifier on your mobile device, or modifying your social profile settings. After this time passes, the Company may only process personal data for the duration of the legitimate interest of the Company, within which we are obliged to showing compliance according to legislation,
- f) you can always object to direct marketing. Once the objection has been raised, direct marketing will end. We apologize in advance that because of technical reasons, ads can be still shown to you for a while,

mentioned marketing communication will be sent only if you give your explicit consent to the Company.

The Company pledges to treat and handle your personal data in accordance with the valid legislation of the Czech Republic.

Already granted consent with processing of personal data may be revoked at any time by unclicking the respective field in your user account or by e-mail addressed to [personaldataprotection@eu.asahibeer.com](mailto:personaldataprotection@eu.asahibeer.com).

#### 10.3. Processing of your personal data with a legal basis other than consent:

If you make a purchase on our website as an unregistered customer, the Company will process your personal data in the following scope: first name and surname, mailing address (street, postal address numbers, city/town, postal code and country), phone number, e-mail address, date of birth, for the purpose of realisation of the Purchase Agreement and delivery of ordered goods. Following realisation of the Purchase Agreement, the Company will process your personal data for its legitimate interest for the duration of any statute of limitation period related to the Purchase Agreement entered into.

Your personal data will not be provided to any third parties other than those who directly take part in processing of an order (shippers, operators, etc.). Even such parties shall be provided with personal data only to the extent absolutely necessary.

#### 10.4 Providing of information in relation to personal data processing

As an individual data subject, in accordance with Act No. 101/2000 Coll., the Personal Data Protection Act, as amended, you have the following rights in relation to our processing of your personal data:

- a) The right to information about personal data processing;
- b) The right to prompt correction or completion of inaccurate personal data;
- c) If the Company processes or you believe that the Company is processing personal data in a manner that conflicts with the Personal Data Protection Act, you have the following rights as long as legal conditions are fulfilled:
  - i. The right to demand an explanation from the Company;
  - ii. The right to demand that the Company promptly rectify the situation, particularly by blocking access to, correcting, supplementing or liquidating personal data, if such steps are not in conflict with other legal regulations;
  - iii. The right to demand reasonable compensation in accordance with valid legislation, if your personal rights have been affected, and
  - iv. The right to demand in accordance with legislation that the Company provide you with compensation for damages if the Company has caused you to incur damages;

The Company hereby informs you that as of 25 May 2018, under the conditions defined by Regulation of the European Parliament and of the Council (EU) No. 2016/679, on the protection of natural persons with regard to the processing of personal data (the "Regulation") in relation to the Company you have the following rights:

- a) The right to deletion of your personal data;
- b) The right to access your personal data;
- c) The right to demand that the Company limit processing of your personal data if:
  - i. You dispute the accuracy of personal data, for the period of time necessary to enable the Company to verify such accuracy;
  - ii. Processing of personal data is done in an unlawful manner and you refuse to allow deletion of personal data and instead request limitation of their use;
  - iii. The Company no longer needs your personal data for processing, but you require them for determination, exercising or defence of legal entitlements;
  - iv. You have raised an objection against processing of personal data under Article 21 (1) of the Regulation, or until it is verified whether the Company's legitimate reasons supersede your legitimate reasons;
- d) The right to transferability of data in a structured, regularly used and machine readable format;
- e) The right to know the nature of automated processing of personal data in connection with their use for decisions, if tasks are carried out or decisions are made based on such processing, which involve interference with rights and legally protected interests of the Buyer;
- f) The right not to be the subject of any decision based solely on automated processing (see above), including profiling, which has legal effectiveness for the Buyer or significantly relates to the Buyer in a similar manner, if such decision does not relate to fulfilment of a contract between you and the Company;
- g) The right to be informed if it is likely that a certain instance of breach of personal data protection will result in a high risk affecting the Buyer's rights and freedoms. Such breaches must be reported to the Buyer promptly by the Seller.

Under the conditions defined by the Regulation, you have the right to raise objections against the processing of personal data on the basis of a legal legitimate interest of the Company, against profiling and against processing of personal data for direct marketing purposes.

You also have the right to contact the Czech Personal Data Protection Office or to file a complaint with that Office.

For the purposes of application of your rights, you may contact the Company in writing at the address of its seat or by writing to the e-mail address [personaldataprotection@eu.asahibeer.com](mailto:personaldataprotection@eu.asahibeer.com).

More detailed information about personal data protection can be found in the Privacy Policy.

### **10.5 Your requests in relation to the right of access**

If you wish to exercise your right of access, you may address a request to the seat of our Company or send an e-mail to [personaldataprotection@eu.asahibeer.com](mailto:personaldataprotection@eu.asahibeer.com) .

Upon request, the Company will provide you with copies of personal data that it is processing. For any additional copies that you require, we may bill a reasonable fee corresponding to administrative costs. If you request such information using electronic means, the information will be provided to you in a regularly used electronic form, unless you require a different method. When processing your request, we are required to verify your identity.

Your requests will be processed promptly, no later than within 1 month from the delivery of the request. In justified cases (with consideration in particular for the number of requests and their complexity), we may extend this deadline by an additional 2 months in which case we will inform you of such extension and its reasons. Under most circumstances, we provide such information free of charge. However, if your requests are apparently unjustified or unreasonable, particularly if they are of a repetitive nature, we may require a reasonable fee taking into consideration the administrative costs for providing of information, or we may refuse to fulfil your request.

#### 10.6. Processing of personal data of persons who have not reached the minimum age

The website is not intended for persons who have not reached the legal age according to Article 2 above. Therefore, it is not our intention to process personal data of any persons who have not reached such legal age. Therefore as soon as we discover that we have been provided with any personal data from any person who has not reached legal age, we will delete such data.

#### 10.7. Use of personal data for third parties' marketing purposes

We shall not under any circumstances transfer or provide your personal data to any third parties for their marketing purposes.

#### 10.8. Cookies

On this Website, we use cookies to provide visitors with greater comfort when viewing them. Cookies are small text files created by the Website on your computer once you access the Website.

This Website uses both so-called "session cookies", and "persistent cookies". Session cookies enable the user to browse through individual bookmarks; they remember any information you enter. A session cookie is deleted automatically when you close your browser or shortly after. Persistent cookies enable this Website to remember your preferences and your set-up on your next visit, thanks to which you do not have to log in repeatedly. Persistent cookies expire automatically after a period of time defined.

This Website uses cookies which:

- Improve the performance of the Website by collecting information regarding the way the Website is used by visitors (such as which are the most frequently visited bookmark).
- Enhance the functionality of the Website and make them more customised to your needs as all of your previous selections are remembered. This information, however, is not used for identification or for remembering which parts of the internet you have visited.
- Provide for functionality of some tools, provide anti-spam measures, as well as access to age-restricted content; and
- Enable some of our suppliers to provide services which, in relation to the Website, are provided by them on our behalf.

Cookies are not viruses. They are merely text files which do not contain any programme and, therefore, cannot be started like a programme. A cookie cannot duplicate or distribute itself across the web. However, on every visit, your internet browser sends cookies to the Internet Page to which they pertain. Such Internet Page is then displayed with your set-up.

With the assistance of cookies, we can record, on a general level, statistical information on the behaviour of the visitor to the Website. Thanks to that, we can modify the Website to meet your interests and requirements. Cookies help us identify such parts of the Website which are very popular or problematic, but this cannot be linked to a particular user. Furthermore, cookies are used for your authentication, to eliminate the need to enter your identification data whenever you access the Website. In addition, cookies are used to modify the Website to satisfy your needs, such as having the Website displayed in a language you have selected or with a certain graphic design.

Naturally, you can view this Website also without cookies. However, some functionalities may be limited and viewing the Website may be less comfortable. Internet browsers mostly accept cookies automatically. Nevertheless, you can prevent cookies from being saved by selecting in your browser the option "Do not accept cookies". Cookies already saved on your computer can be deleted at any time. To find the set-up for this function, use your browser help.

By using the Website, you express your consent to cookies being used as described above.

## **10. Governing Law and Interpretation**

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

These Terms and Conditions are governed by Czech laws. Any disputes arising from or relating to these Terms and Conditions will be resolved by a Czech court having the proper subject-matter and local competence.

In Plzeň on 01/01/2018

Plzeňský Prazdroj, a.s.