

# TERMS AND CONDITIONS FOR HOPPY

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## 1. COMPANY INFORMATION

Thank you for visiting and registering on the web application Hoppy (the “Web Application”), which is owned and operated by **ANHEUSER-BUSCH INBEV SA/NV**, a company organized and existing under the laws of Belgium, having its registered office at Grote Markt 1, 1000 Brussels, Belgium, registered with the Register of Legal Entities under company number VAT 0417.497.106 RPM Brussels and its Affiliates (“ABI”, “we”, “our” or “us”) and operated by a third party agency on our behalf and instructions, e-mail: Hoppy.Support@ab-inbev.com.

By accessing and using the Web Application, using the Services referred to in Section 4, or by clicking on "ACCEPT" privacy policy and terms and conditions, you confirm you have read, understood, and agree to be bound by these Terms and Conditions, including the Privacy and Cookie Policy referred herein, relating to the use of the Web Application. If you do not accept these Terms and Conditions on have not yet reached the legal drinking age mentioned in article 1 below, please refrain from or cease using or accessing the Web Application and related Services immediately.

A copy of these Terms and Conditions can be obtained [here](#).

## 2. LEGAL DRINKING AGE

This Web Application and Services is not intended for individuals under the legal drinking age. Therefore, we perform age checks upon visiting the Web Application. If we later learn that an individual under the legal drinking age has provided us with personal information, we will delete it.

## 3. MODIFICATION OF THESE TERMS & CONDITIONS

ABI is constantly changing and improving the Web Application and its content.

Therefore, ABI reserves the right to revise these Terms and Conditions at any time and such modification will be effective upon posting to the Web Application. We shall notify you of the change to these Terms and Conditions by updating the effective date at the top of these Terms and Conditions.

Where required by applicable law, you will be notified by e-mail of the changes. Your continued use of the Web Application and Services after any modifications to these Terms and Conditions shall indicate your agreement with such modified terms.

Where required by law, we may also ask you to expressly confirm your consent to the modified terms).

## 4. THE SERVICES

The Web Application main purpose is to provide knowledge, on ABI beers, beer ingredients, beer brewing, beer tasting and more, in a fun way, with quizzes and challenges, giving rewarding points (beercoins) and badges that you can collect on your account. In addition, the Web Application may provide other services from time to time (all services available on the Web Application are referred to as “the Services”).

Access to the Web Application and the use of the Services are provided for free. Unless stated otherwise, the Web Application and the Services are for your personal, non-commercial use only and may not be used in connection with any commercial endeavours except those that are specifically approved by ABI.

## **5. CONTENT OF THE WEB APPLICATION**

The information relating to ABI and its products and Services on this Web Application is provided subject to the following conditions:

- Information on this Web Application is provided as is. ABI makes no warranties or representations about the accuracy or completeness of this Web Application's content. To the fullest extent permitted under applicable law, neither ABI nor any of its contractors or employees shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of the access to or use of any content of this Web Application, in accordance with Section "DISCLAIMERS AND LIMITATION OF LIABILITY" below.
- ABI reserves the right to make additions, deletions, or modifications to the information contained on the Web Application at any time, to (temporarily or permanently) block the access to the Web Application or to shut down the Web Application, without any prior notification, in order to perform maintenance and/or to implement any improvement and/or modification on the Web Application.
- Whilst ABI makes all reasonable attempts to exclude viruses from this Web Application, it cannot ensure such exclusion and no liability is accepted for viruses. Thus, you are recommended to take all appropriate safeguards before downloading information from this Web Application.
- ABI intends to update the Web Application on a regular basis but, to the extent permissible pursuant to applicable law, assumes no obligation to update any of the content.

## **6. DATA PRIVACY INFORMATION RELATING TO THE USE OF WEB APPLICATION**

Please read our Privacy and Cookie Policy (available on the same website) for detailed information as to the processing of your personal data on the Web Application, including which personal data we collect, for which purposes we use your personal data, with whom we may share it, how long we maintain it and how you can exercise your rights of access, rectification, restriction, erasure, objection and portability under applicable data protection laws.

In accordance with – and where required under – applicable data protection laws, you will be invited to provide free, specific and informed consent to the processing of your personal data for the purposes described in our Privacy and Cookie Policy when registering for specific features on the Web Application. You have the opportunity to withdraw any given consent at any time as described in our Privacy and Cookie Policy.

## **7. ACCEPTABLE USE**

7.1. Except to the extent expressly provided in these Terms and Conditions or by law, in using the Web Application and/or Services you agree not to, nor allow any third parties on your behalf to:

- copy, reproduce, alter, modify, adapt or translate the whole or any part of the Web Application, nor duplicate, compile, disseminate, reverse engineer, disassemble, decompile, or disable any features, or otherwise derive the source code of the Web Application, or any component of the Web Application, in whole or in part;
- merge the Web Application or any component thereof into any other programs or create derivative works based on any component of the Web Application;
- make and distribute copies of the Web Application;
- use the Web Application in whole or in part or any confidential information relating thereto to create software that is functionally equivalent to the Web Application or any part thereof;
- use this Web Application for anything other than personal, non-commercial and non-professional use;
- modify any part of the Web Application other than as may be reasonably necessary to use the Web Application for its intended purpose;
- threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- use any information or material in any manner that infringes any copyright, author right, trademark, patent or other proprietary right of any party;
- promote the excessive, irresponsible, or underage consumption of alcohol;
- collect or store personal information about others, including e-mail addresses;
- impersonate any person or entity for the purpose of misleading others;
- violate any applicable laws or regulations;
- use the Web Application or Services in any manner that could damage, disable, overburden or impair the Web Application or Services or interfere with any other party's use and enjoyment of the Web Application or Services;
- attempt to gain unauthorized access to any of the Services, other accounts, computer systems, or networks connected to the Web Application or Services through hacking, password mining or any other mining, or any other means.

## **8. RESPONSIBILITY OF THE USER**

8.1. If you choose to register to the Web Application, you may not share your password(s), account information, or access to the Web Application. You are responsible for maintaining the confidentiality

of your password(s) and account information, and you are responsible for all activities that occur under your password(s) or account(s) or as a result of your access to the Web Application.

8.2. You are responsible for your internet connection, the availability and proper functioning of your connection equipment, and the means of authentication with the Web Application.

## **9. TERMINATION**

9.1. To the extent permitted under applicable law, ABI maintains the right to terminate your access to any or all of the Services or Web Application at any time, without notice, for any valid or legitimate reason, including without limitation, breach of these Terms and Conditions.

9.2. ABI may also at any time, at our sole discretion, discontinue the Web Application or Services or any part thereof and you agree that we shall not be liable to you or any third party for any termination of your access to the Web Application or Services.

9.3. Upon termination of the use of the Web Application and Services, these Terms and Conditions, including all rights and licenses granted to you hereunder, shall immediately (or, if applicable, after the notice period) be terminated.

## **10. LINKS TO THIRD PARTY WEBSITES**

10.1. The Web Application or Services may include links to third party websites or applications that are controlled and maintained by third parties. ABI is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site or application, unless specifically stated therein.

10.2. You acknowledge and agree that ABI has not reviewed all sites or applications linked to this Web Application and is not responsible for the content or availability of any such sites. Your linking to other off-site pages or other sites is at your own discretion and risk.

## **11. INTERNATIONAL USE**

You agree to comply with all applicable local laws and rules regarding acceptable use of and conduct on the Internet.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1. Copyright belongs to ABI

ABI or its licensors are the owner of any and all copyrights, author rights, database rights and software rights in all material contained on, in or available through the Web Application, including all information, data, pictures, graphics, text, images of places or people, music, sound, and video messages, and all source codes, software compilations and other material (the "ABI Content"). No portion of this site, including all ABI Content, may be used in any manner, or for any purpose, without ABI's express written permission, except if indicated herein.

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Your use of any of this ABI Content is prohibited unless specifically provided for on the Web Application. Without in any way waiving any of the foregoing rights, you are granted a limited, non-exclusive, non-transferable and royalty-free license to download one copy of the ABI Content for your personal, non-commercial home use only, provided you do not delete or change any copyright, author right, trademark or other proprietary notices. Modification, repostment, or use of the ABI Content that would damage the reputation of ABI or its partners, or any model or person, violates ABI's legal rights. ABI will enforce its intellectual property rights to the full extent of the law. Any unauthorized use of all, part, or any aspect of ABI's or its partners' intellectual property may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, author rights, privacy and publicity rights.

12.2. By using this Web Application, you acknowledge and agree that any data you transmit to this Web Application, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or materials or data you submit to ABI through this Web Application will become and remain ABI's property and therefore may be used by ABI anywhere, anytime and for any reason whatsoever, without notice, compensation or any other obligation to you or any other person.

### **13. INDEMNITY**

You agree to indemnify and hold ABI harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against ABI by any third party arising out of your use of the Web Application, Services and/or any data submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by ABI in consequence of your breach of these Terms and Conditions.

### **14. DISCLAIMERS AND LIMITATION OF LIABILITY**

14.1. To the fullest extent permitted by law, use of the Web Application and Services is at your own risk. The Web Application and Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy and absence of hidden/latent defects.

14.2. By accessing this Web Application, you acknowledge and agree that your use is at your own risk and that this Web Application, its owners, officers, directors, employees, or any of the parties involved in creating, producing, or delivering this Web Application are not liable for any damages whatsoever, including any direct, incidental, consequential, indirect or special damages, or any other losses (such as loss of profits, loss of business, loss of savings, loss of goodwill, loss of opportunity, loss of data or third parties claims), costs or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, regardless of whether or not such liability or damages arise in contract, tort, negligence, equity, statutorily, or otherwise, including for

hidden/latent defect, in any connection with the access to, the use of, or browsing of this Web Application or in connection with any ABI Content, information, data, promotions, activities, associated with this Web Application, or in connection with your downloading of any materials, text, data, images, video or audio from this Web Application, including but not limited to anything caused by any transmission defects, viruses, bugs, human action or inaction of any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections, or arising from third party claims (even if ABI has been advised of the possibility of such damages). You specifically acknowledge that ABI shall not be liable for user submissions to the Services or the defamatory, offensive, or illegal conduct of any third party and the risk of harm or damage from the foregoing rests entirely with you.

14.3. To the fullest extent permitted by law, ABI makes no warranty that the Web Application or Services will meet your requirements, that ABI Content will be accurate, comprehensive or reliable, that the functionality of the Web Application or Services will be uninterrupted or error free, that defects will be corrected or that the Web Application or Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive. Any ABI Content or material downloaded or otherwise obtained through the use of this Web Application is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material in accordance with this Section "DISCLAIMERS AND LIMITATION OF LIABILITY".

14.4. Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of ABI for fraud, for death or personal injury as a result of the negligence of ABI, or any other liability that cannot be excluded under applicable law.

## **15. SEVERANCE**

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify these Terms and Conditions to effect the original intent of the parties as closely as possible.

## **16. ASSIGNMENT**

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ABI without restriction.

## **17. TECHNICAL FAILURES**

ABI and its agents are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections of failed, incomplete, corrupted or delayed computer transmissions which may limit a participant's ability to participate in a contest.

## **18. GOVERNING LAW**

18.1. These Terms and Conditions, the use of the Web Application, Services and/or any contractual or non-contractual (including pre-contractual) matters in connection with their conclusion, validity,

interpretation, enforcement, performance and termination shall be governed by and construed in accordance with the laws of Belgium, to the extent that the laws of Belgium are not overridden by applicably mandatory laws, e.g. consumer protection laws you would mandatorily benefit from.

18.2. Without prejudice to your mandatory rights under applicable laws to refer any claims to other competent courts, any dispute arising out of or in connection with these Terms and Conditions, the use of the Web Application, Services and/or any contractual or non-contractual (including pre-contractual) matters in connection with their conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the courts of Belgium.

18.3. If you use this Web Application from another country, you are responsible for compliance with any and all applicable local laws.

18.4. ABI, its affiliates, and/or partners make no representation that the materials contained within this Web Application are appropriate for countries outside Belgium.