

TERMS AND CONDITIONS

PRIVACY AND COOKIE POLICY

JURY GUIDELINES

PLEASE READ THESE TERMS AND CONDITIONS, THE JURY GUIDELINES AND THE PRIVACY AND COOKIE POLICY CAREFULLY BEFORE ENTERING THE COMPETITION

Terms and conditions

1 Introduction

- 1.1 These terms and conditions ("**Terms and Conditions**") apply to the international competition known as the "Limited Editions" (hereinafter: the "**Competition**"). By participating in this Competition, participant ("**Participant**") explicitly declares to have read and to have accepted the Terms and Conditions.
- 1.2 The Competition is offered by Heineken International B.V. located at Tweede Weteringsplantsoen 22, 1017 ZD Amsterdam and registered at the Trade Register of the Chamber of Commerce, nr. 33103545 ("**Heineken**") in the Netherlands.
- 1.3 At any time Heineken has the right, at its sole discretion and without prior notification, to change or discontinue any aspect or feature of (the set-up of) the Competition and to change or modify the Terms and Conditions, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon the posting of the modified Terms and Conditions on the local tab of the Heineken Facebookpage dedicated to the Competition. If you do not agree to abide by these or any future Terms and Conditions, please do not enter or continue to participate in the Competition. You are advised to regularly read the Terms and Conditions for possible changes.
 - 1.3.1 The action period is from 00:00 (CET) 1 December 2011 up to and including 23:59 (CET) 1 May 2012 (the "**Action Period**").
 - 1.3.2 The objective of the Competition is to design a bottle that symbolizes the way people will connect in the next 140 years (the "**Objective**"). The winning designs shall be part of the Limited Edition Gift Pack 2013, which shall consist of 4 aluminium Heineken bottles and shall be supplied and sold internationally. The designs on two bottles in the Limited Edition Gift Pack 2013 represent the past, the design on one bottle represents the present and the two final designs

selected in the Competition are to represent the future and shall be the front and the back of the final bottle.

- 1.4 THE COMPETITION HAS AN EXCLUSIVE CULTURAL AND ARTISTIC SCOPE. THE COMPETITION IS NOT A SWEEPSTAKE, LOTTERY OR GAME OF CHANCE OF ANY KIND. NO PURCHASE OR ENTRY FEE IS NECESSARY TO PARTICIPATE IN THE COMPETITION.

2 Entry criteria

- 2.1 PARTICIPANTS ARE ONLY ELIGIBLE TO ENTER THE COMPETITION IF THEY ARE OF LEGAL PURCHASING AGE FOR ALCOHOL IN THEIR COUNTRY OF RESIDENCE.

- 2.2 Participation in this Competition is not open to residents of Afghanistan, Brunei, Bangladesh, Egypt, Gambia, Iran, Kuwait, Libya, Norway, Pakistan, Saudi Arabia, United Arab Emirates, Yemen, France and any other jurisdiction where the purchase, consumption or promotion of alcoholic beverages is prohibited by law (the "**Excluded Regions**"). Participation in this Competition is only open for those persons not residing in the Excluded Regions who fulfill the entry criteria.

- 2.3 Employees of Heineken and anyone directly or indirectly involved in the organisation of the Competition as well as their close family members, are excluded from participation.

- 2.4 During the Action Period, Participants must:

2.4.1 comply with these Terms and Conditions and the terms and conditions of any third party suppliers engaged by Heineken to assist in any aspect of the Competition, including but not limited to the prize;

2.4.2 speak, read and write English;

2.4.3 be available on the requested dates, and be committed to attending all events leading up to and including the final design section;

2.4.4 not be bound by a contract that conflicts with both these Terms and Conditions and the rights and responsibilities in relation to the Competition;

2.4.5 not have a criminal record or pending criminal charges;

2.4.6 comply with any applicable laws or any other regulation, guideline or community standard in their country of residence.

3 Participation requirements

- 3.1 For any footage, designs, images, illustrations, graphics, text, comments, descriptions, statements, ideas, materials, data, files, downloads or other information and concepts (the "**Material**") made or submitted by the Participant

during the Competition each Participant represents, acknowledges and warrants that the Material:

- 3.1.1 is completely original, solely created by him/herself and that he/she is entitled to all rights, titles and interests in the Material;
 - 3.1.2 does not violate these Terms and Conditions or any applicable laws or any other regulation, guideline or community standard;
 - 3.1.3 does not infringe the rights of others, including but without limitation, intellectual property, privacy, publicity or contractual rights;
 - 3.1.4 contains no unsolicited or unauthorised promotions, political campaigning, advertising, or any other form of solicitation;
 - 3.1.5 contains no material that is offensive, defamatory, threatening, abusive, vulgar, sexist, discriminating or otherwise inappropriate;
 - 3.1.6 is not intended to promote or incite violent, dangerous or antisocial behaviour.
- 3.2 All Material made or submitted by each Participant in relation to the Competition becomes the sole and exclusive property of Heineken and will not be returned to the Participant. Heineken shall not be bound by any contractual arrangement between Participants and third parties in respect of such Material including, but not limited to, confidentiality obligations.
- 3.3 Heineken reserves the right, among other things, and at its sole discretion and without prior notification, to prevent placement of or withdraw Material that does not meet its standards, is not appropriate or eligible or does not comply with these Terms and Conditions. In addition, all Participants acknowledge and agree that Heineken will not be liable for any failure or delay in removing such Material.
- 3.4 Heineken shall pre-screen any Material that is submitted by a Participant in relation to the Competition, and only after approval of the Material by Heineken shall the Participant be allowed to proceed in the Competition.
- 3.5 Heineken reserves the right to assess the appropriateness of such Material throughout the entire Action Period. Heineken also reserves the right to investigate, if necessary, the eligibility of the Participants and such Material. Participants agree to provide all necessary information as requested by Heineken.
- 3.6 A Participant who has been selected to participate in the Final Design Selection (as defined below) assigns, transfers and conveys irrevocably, without reservation and free of charge, in so far as legally permitted, to Heineken all rights, including copyrights and other intellectual property rights, in and to any and all Material made or submitted by such Participant, and waives his or her moral rights therein in favour of Heineken and gives Heineken the right, at its sole discretion, to modify, edit, remove, translate, arrange musically or transform, dramatise, cinematise, or otherwise adapt, or the right of the original

author in the exploitation of a derivative work as the rights being transferred thereunder, any such Material or to request the Participant to do so for any reason. If and as far as further (legal) acts are required concerning this assignment/abandonment, the Participant hereby commits him/herself to give (immediately and free of charge) all reasonably required cooperation which is necessary to effectuate or formalise the assignment/abandonment, if deemed necessary. To the extent any applicable national legislation does not accept such assignment, the Participants selected to the Final Design Selection agree to grant Heineken an exclusive, perpetual and worldwide right and licence to use, reproduce and modify such Material to the fullest extent and for any purpose, including for Heineken's future promotional and marketing purposes in any manner whatsoever, including print, broadcast and internet, without further reference and free of charge.

- 3.7 As a condition of participating in the Final Design Selection, Participants must sign all legal documentation which may be reasonably requested by Heineken including, but not limited to: participation agreements, intellectual property assignments and abandonments, legal releases and indemnity forms. Participants must return all signed legal documentation within 5 working days of receipt. The Participants must also present, among any other documents that may be reasonably requested by Heineken, an official document (National Identity Card, Passport or similar document) proving their identity, age and place of residence. Failure to do so by a Participant shall result in disqualification, and any claim to the prize will be forfeited.
- 3.8 Each Participant agrees to being interviewed, photographed and filmed during or in relation to the Final Design Selection and in specific during the Finale, and by participating in the Competition the Participant agrees to provide all active cooperation with any promotional activities and reasonable publicity arising from this Competition and/or the prize. All resultant Material, including Participants' name, image and comments, may be used by Heineken and each of their subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives (the "**Heineken Parties**") at their sole discretion to the fullest extent and for any purpose, including for Heineken's future promotional and marketing purposes in any manner whatsoever, including print, broadcast and internet, without further reference and free of charge.
- 3.9 Participants shall not at any time make any comment or act in any way which is likely to be detrimental to the Heineken Parties, to the Heineken trademark or the Competition whether or not the Participant is excluded or disqualified from the Competition.

3.10 Each Participant acknowledges and agrees without reservation and free of charge that no activity or commitment will result in the Participant being deemed to be an employee of Heineken and that Heineken has no responsibility whatsoever in providing any employee type benefits to any Participant.

4 How to participate

4.1 STAGE 1: Enrolment

4.1.1 The entry period is from 00:00 (CET) 1 December 2011 up to and including 23:59 (CET) 31 January 2012 (the "**Entry Period**").

4.1.2 Before the end of the Entry Period, on (i) the local tab for the Competition on the Heineken Facebookpage, or (ii) through the link www.yourfuturebottle.com, that directly links to the local tab for the Competition on the Heineken Facebookpage, Participants must:

- (i) download the template .jpeg and download and read the read me .txt file containing the entry instructions ("**Entry Instructions**");
- (ii) agree to these Terms and Conditions (including the Jury Guidelines) and the Privacy Policy;
- (iii) register their details in English in an honest, accurate and complete manner;
- (iv) create and upload the Material that constitutes a design for the Competition (the "**Design**") in accordance with the Entry Instructions and, optionally, may include a comment of up to 10 words about their Design;
- (v) after their Design has been approved by Heineken, select another Design available on the Heineken Facebookpage prepared by another Participant that the Design shall be connected with.

4.1.3 There is no restriction in the amount of entries of a Participant. In the event that Heineken determines that a Design of a Participant is identical to a Design of another Participant, only the Design of the Participant who uploaded such Design first shall be reviewed by Heineken for approval of participation in the Competition. A Participant will be entitled to connect the same Design with different Designs of other Participants. It is not prohibited for a Participant to connect an approved Design with another approved Design of himself/herself, however such connected Designs shall not compete in, and thus not win, the Competition.

4.1.4 Entries will only be accepted online. The Entry Instructions form a part of the Terms and Conditions. Illegible, incomplete, late, corrupted or incorrect entries will be disqualified. Heineken is not responsible for entries lost, misdirected or not received under any circumstances.

- 4.1.5 The relevant Participant will receive an email within 2 business days after the Design has been submitted whether such Design has been approved or not. If the submitted Design has been approved, the email shall also provide the option to post an icon of a bottle and a message that such Participant is participating in the Competition (the "**Message**") on the wall of the personal Facebookpage of the Participant. If this is approved by the Participant, the Message shall automatically appear on the wall of the Facebookpage of such Participant and the approved Design shall automatically appear in the gallery of approved Designs on the local tab of the Competition on the Heineken Facebookpage. Other Participants can, and are entitled to, use such approved Design to connect with for their own Designs.
- 4.1.6 Visitors of the gallery of approved Designs on the local tab of the Heineken Facebookpage dedicated to the Competition can leave comments on uploaded Designs and/or on any other aspect of the Competition as uploaded by Heineken or a visitor of this page as shown on this page. Heineken is not required to pre-screen any material that is posted by users on the local tab of the Heineken Facebookpage dedicated to the Competition. Heineken reserves the right to remove any comment or material, at its sole discretion and without prior notification, that does not meet its standards, is not appropriate or eligible or is not related to the uploaded Designs or the Competition, but Heineken is not liable for any failure or delay in removing such material.

STAGE 2: The Design Selection

- 4.1.7 An internal person engaged or employed by Heineken dedicated to the Competition (the "**Pre-Judge**") shall screen all submitted Designs for (dis)approval and shall subsequently pre-judge the submitted Designs in accordance with the jury guidelines that are available below (the "**Jury Guidelines**"). As a consequence thereof, the top 200 Designs consisting thus of 100 designed bottles (the "**Top 100 Bottles**"), shall be determined.
- 4.1.8 An independent jury of expert judges, consisting of Mark van Iterson, Mark Dytham and Evan Orensten (the "**Jury**") will judge these Top 100 Bottles in accordance with the Jury Guidelines. The Jury shall select 3 bottles from these Top 100 Bottles (the "**Selected Designers**"), representing 6 Participants as each selected bottle represents 2 Designs, to enter the final stage of the Competition. 3 Pairs of 2 Selected Designers shall thus be formed (the "**Pairs**").
- 4.1.9 It is intended that the selection of the Selected Designers takes place within 3 weeks after the closing date of the Entry Period (the "**Selection**").
- 4.1.10 All Selected Designers will be contacted by email within 2 business days after the Selection, and will be invited to take part in the final designs optimization and selection program (the "**Final Design Selection**").

- 4.1.11 The Selected Designers and their Designs will also be announced and publicized on the Heineken Facebookpage and, if determined by Heineken, in other means of publicity.
- 4.1.12 The Final Design Selection is intended to take place within 2 months after the Selection. During the Final Design Selection, the Selected Designers shall be provided the opportunity to connect with their partner with whom they co-created their bottle (these Designs together referred to as the “**Co-creation Designs**”).
- 4.1.13 Each Selected Designer will receive a special briefing detailing, among other things, the rules and procedures applicable to the Selection Period (as defined below).
- 4.1.14 As from 1 March up to 18 March 2011 (the “**Selection Period**”), or on such dates as altered by Heineken and timely notified to the Selected Designers, the Final Design Selection shall take place. At the start of the Selection Period, Heineken shall provide an open file to each Pair, in which open file these Pairs can work on by means of their computers to finalize their Co-creation Design.
- 4.1.15 During the Selection Period, each Selected Designer is entitled to choose one of the judges for advice on their Design. A webcam session with the chosen judge and the Selected Designer shall be planned on a date as appropriate for all parties involved but in any event prior to 15 March 2011.
- 4.1.16 On a certain date between 15 and 18 March 2011 as to be specified by Heineken and on a time as to be specified by Heineken and to be communicated by Heineken in the email as mentioned in article 4.1.10, a webcam session or other similar interactive media session will be set up by or through Heineken (the “**Finale**”). During the Finale, each Pair will have to present its final Co-creation Design to the Jury. The Finale will be recorded by or through Heineken.
- 4.1.17 If a Selected Designer is unable to attend or participate in the Final Design Selection or the Finale in accordance with these Terms and Conditions and/or the further instructions as provided to the Selected Designer, then he/she can be disqualified by Heineken. Heineken is in such event also entitled to disqualify the Selected Designer that has submitted the other Design on the same bottle as the disqualified Selected Designer.
- 4.1.18 The Jury will judge the final Co-creation Designs in accordance with the Jury Guidelines and shall select 1 Pair (the “**Winners**”).

5 The Selected Designers and the Winners

- 5.1 The names of the Winners and the final Co-creation Designs of the Winners, as altered, transformed, branded or otherwise adapted by or on behalf of Heineken in order to be designed and produced for the size of the relevant bottle and otherwise as in accordance with these Terms and Conditions, shall be produced and be included in the Heineken Limited Edition Gift Pack 2013.
- 5.2 The prize cannot be sold, changed or exchanged for money or other prizes.
- 5.3 Any tax payable as a result of a prize being awarded or received as may apply in any of the participating jurisdictions is the sole responsibility of the Selected Designers.
- 5.4 The Selected Designers and Winners' names shall be available upon making a request to Heineken.

6 Jury

- 6.1 The Competition will be judged by the Jury in accordance with the Jury Guidelines.
- 6.2 Each decision of the Jury is final and not subject to review. At all times the Jury has the right to, at its sole discretion and without prior notification, select a substitute Participant. Circumstances in which the Jury can select such substitute Participant include, but are not limited to situations where Participant: cannot or does not wish to continue participating in the Competition, is disqualified or cannot be contacted after reasonable attempts.

7 Privacy and data protection

- 7.1 The personal data provided by the Participant in the context of this Competition will be collected and processed by Heineken in accordance with the Privacy Policy as available below.

8 Release

- 8.1 YOU HEREBY AGREE TO INDEMNIFY AND HOLD THE HEINEKEN PARTIES HARMLESS FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIMS FOR ACCIDENT OR LOSS OF LIFE, PERSONAL INJURY, OR CAUSES OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF THIS COMPETITION, YOUR PARTICIPATION THEREIN, ARISING IN CONNECTION WITH THE PRIZE AND/OR THE USE OR EXPLOITATION OF THE MATERIAL INFRINGING THE (INTELLECTUAL PROPERTY) RIGHTS OF ANY THIRD PARTY OR

OTHERWISE BEING UNLAWFUL TOWARDS A THIRD PARTY, INCLUDING CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INTELLECTUAL PROPERTY, AND PRIVACY RIGHTS.

9 Liability

9.1 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE HEINEKEN PARTIES SHALL NOT BE LIABLE AT ANY TIME FOR ANY DAMAGES, LOSSES, RIGHTS, CLAIMS FOR ACCIDENT OR LOSS OF LIFE, PERSONAL INJURY AND CAUSES OF ACTION, RESULTING FROM THE PARTICIPATION (OR INABILITY TO PARTICIPATE) IN THE COMPETITION, ARISING IN CONNECTION WITH THE PRIZE AND/OR THE USE OR EXPLOITATION OF THE MATERIAL, OR ANYTHING CONNECTED WITH IT, INCLUDING DAMAGES, LOSSES, AND CAUSES OF ACTION CAUSED BY VIRUSES OR ANY INCORRECTNESS OR INCOMPLETENESS OF INFORMATION, UNLESS SUCH DAMAGE IS THE RESULT OF ANY WILFUL MISCONDUCT OR GROSS NEGLIGENCE ON PART OF THE HEINEKEN PARTIIES.

9.2 THE COMPETITION IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE RELEASED PARTIES SHALL NOT BE LIABLE AT ANY TIME FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM ANY LACK OF SUITABILITY, TIMELINESS OR ACCURACY OF THIS COMPETITION OR THE INFORMATION; OR RESULTING FROM THE USE OF ELECTRONIC MEANS OF COMMUNICATION, INCLUDING, BUT NOT LIMITED TO 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; OR RESULTING FROM BREAKDOWNS IN AND/OR ERRORS IN OR RELATING TO THE INTERNET, ONE OR MORE OF THE APPLICATIONS REFERRED TO IN THESE TERMS OF CONDITIONS, THE (TELEPHONE, CABLE OR ANY OTHER RELEVANT) NETWORK, SOFTWARE OR HARDWARE, OR FOR ANY ERRONEOUS ENTRY AND/OR PROCESSING OF CONTENT;

10 Disclaimer

10.1 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE HEINEKEN PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF CONDITIONS, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11 Facebook

11.1 The Terms and Conditions apply to the legal relationship between you as a Participant in the Competition and Heineken. You are providing your information and Materials to Heineken and not to Facebook. Your relationship with Facebook is governed by the Facebook Statement of Rights and Responsibilities, available through www.facebook.com, which you cannot invoke in your legal relationship with Heineken. Heineken is not responsible and shall not be liable for the functioning and related aspects of Participants' Facebook use. Participants also give a full release to Facebook for their participation in this Competition. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook.

12 Miscellaneous

12.1 At all times Heineken has the right to, at its sole discretion and without prior notification, exclude or disqualify any Participant. Circumstances in which Heineken can do so include, but are not limited to: non compliance with these Terms and Conditions, failure to provide necessary information and (legal) documentation, failure to attend any part of the Competition, or attempts to compromise the Competition in any way. If Heineken excludes or disqualifies a Participant:

- (i) any rights and remedies which the Participant may have had under these Terms and Conditions or otherwise at law are excluded to the maximum extent permitted by law;
- (ii) the Participant will no longer be eligible for any prize and hereby waives any rights to the prizes;
- (iii) Heineken may in its absolute discretion withdraw and remove any Material submitted or made by the Participant;
- (iv) all restrictions imposed on the Participant, licences and others rights granted by the Participant and all disclaimers, indemnities and limitations of liability set out in these Terms and Conditions (and any other applicable terms and conditions) will survive;

In the event of any dispute concerning the eligibility of any Participant to participate in the Competition, Heineken's decision shall be final.

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

12.3 The Participants acknowledge and agree that they are not allowed to transfer or assign all or part of the rights and/or benefits granted under this Competition to

third parties including, but not limited to, the prize. Heineken may assign its rights and novate or transfer obligations which arise under these Terms and Conditions.

- 12.4 These Terms and Conditions shall be exclusively governed by Dutch law. All disputes arising in connection with these Terms of Conditions, including but not limited to disputes concerning the existence and validity thereof, shall be resolved by arbitration in Amsterdam, the Netherlands under the Rules of Arbitration of the International Chamber of Commerce.
- 12.5 The provisions in these Terms and Conditions do not affect any other rights Heineken may have under Dutch law.
- 12.6 During the Action Period, any request or complaint concerning the Competition and Terms and Conditions may be sent via e-mail to webcenter@Heineken.com stating your name, address, e-mail address and telephone number. Heineken will contact you within a reasonable time after receipt. Heineken will not engage in any correspondence related to the jury's selection.

Jury guidelines

1. Jury

1.1 The Jury of the Competition is composed of experts and industry leaders and shall consist of the following members:

- Mark van Iterson, Manager Global Heineken Design & Concept at Heineken.
- Evan Orensten, Co-Founder and Executive Editor of Cool Hunting
- Mark Dytham, Co-Founder of PechaKucha

2. Selection

2.1 The Jury members and the Jury in general shall be autonomous in its decisions or opinions. Each Jury member shall have one vote.

2.3 First selection: the Top 100 Bottles

2.3.1 The Pre-Judge shall examine the eligible entries of the Participants in the Entry Period based on the following equally weighted judging criteria:

- (i) Creativity (25%)
- (ii) Fit with the Heineken brand (25%)
- (iii) Fits with the Objective of the Competition (25%)
- (iv) Connection between the 2 Designs (25%)

2.3.2 The Pre-Judge shall grant each bottle, thus consisting of 2 Designs, with a grade between 1 and 10. The Participants who made the Designs on the 100 bottles that have received the highest grades (the Top 200 Designs) shall be notified by email within 5 business days after the Entry Period that their Design has been selected to enter the second selection stage of the Competition.

2.4 Second selection: the Selected Designers

2.4.1 The Jury shall examine the Top 100 Bottles based on the following equally weighted judging criteria:

- (i) Creativity (25%)
- (ii) Fit with the Heineken brand (25%)
- (iii) Fits with the Objective of the Competition (25%)
- (iv) Connection between the 2 Designs (25%)

2.4.2 The Jury shall grant each of the Top 100 Bottles, thus consisting of 2 Designs, with a grade between 1 and 10. The Selected Designers shall be the 6 Participants who made the Designs on the 3 bottles that have received the highest grades.

2.4.3 The Selection by the Jury shall take place within 3 weeks after the closing date of the Entry Period.

3.4 Third selection: the Winners

3.4.1 The Jury shall examine the presentations of the Pairs during the Finale and the 3 bottles that contain the final Co-Creation Designs of the Selected Designers based on the following judging criteria:

(v) Creativity (25%)

(vi) Fit with the Heineken brand (25%)

(vii) Connection between the 2 Designs (50%)

3.5.1 The Winners shall be the 2 Participants that have received the highest grades. The Winners will be revealed in or ultimately 2 business days after the Finale and the Winners shall also be notified thereof per email.

3. Jury report

Within 2 months after the selection of the Winners, the Jury shall record the procedure of its judgment in the second and third selection in a Jury report. Upon request of a Participant participating in the second and third selection, Heineken shall make this Jury report available to such Participant.

Limited Editions Privacy and Cookie Policy

General

Heineken International B.V. ("**Heineken**") is the controller of the processing of all personal data collected through the local tab of the Heineken Facebookpage dedicated to "Limited Editions" (the "**Website**"). Heineken respects your privacy and complies with the provisions of the Dutch Act on the Processing of Personal Data ("**APPD**").

This Privacy and Cookie Policy (the "**Policy**") provides information regarding the processing of personal data collected through the Website only, as well as the rights to access and correction of such personal data. This Policy is not applicable to any other websites that you may be able to access through the Website nor is it applicable to any webpage or applications of Heineken on Facebook.

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

Personal data

Heineken can process (sensitive) personal data that it can collect through the Website when you enrol to "Heineken Open Design Explorations Edition One: The Club" (the "**Competition**"). The following categories of personal data are collected:

- e-mail address;
- name;
- date of birth;
- city and country of residency;
- any personal data included in the content you upload on the Website; and
- any personal data that can be accessed through the content you upload on the Website (for example personal data accessible through a link that is uploaded by you).

Purposes

Heineken uses your personal data for the following purposes:

- to offer you the services of its Website with all its features;
- to keep you posted and informed regarding the progress and results of the Competition; and
- to inform you on future design competitions organized by Heineken or any of its group companies.

Recipients

Heineken may transfer your personal data to its group companies. Heineken may also provide your personal data to third parties, which act as a processor on behalf of Heineken and which will process your personal data according to instructions of Heineken and under the responsibility of Heineken. Heineken will not provide your personal data to any other third parties, unless there is a legal obligation to do so, or if Heineken sells all or some of the assets or shares of Heineken to a third party.

By using the features available in this Website, you explicitly accept that your personal data may be transferred to a country other than your country of residence and you explicitly grant permission to Heineken to transfer your personal data to such third countries, even if such countries do not ensure an adequate level of data protection.

Cookies

This Website makes use of so-called "cookies". Cookies are small text files that the Website stores locally on your computer. The Website uses cookies to recognize you if you use the Website. By doing so, Heineken is able to improve user-friendliness of the Website and to adjust the Website to your needs. The cookies of the Website that are stored on your computer only remain valid during your session on the Website. By changing settings in your web browser, you can establish that you will be given notice if a cookie is stored on your computer. By changing settings, you can also establish that your browser does not accept cookies from this Website. However, if your browser does not accept cookies from this Website, you may not be able to access or use all features of this Website.

Security and retention period

The transfer, storage and processing of personal data collected through this Website is secured by means of current, usual technical measures.

Heineken will in principle not retain personal data that is obtained through this Website longer than is necessary to be able to perform and execute the Competition and to inform you of the results, unless there are compelling reasons or other legal obligations to retain the data for a longer period.

Access, correction and removal

You can request Heineken to provide access to the personal data it has collected about you at any time. You can also request Heineken to correct or to delete such personal data. If you request to delete personal data that Heineken requires for the performance and execution of the Competition, Heineken, at its sole discretion and without prior notification, has the right to exclude you from the Competition. You can send your

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