

HEINEKEN BEVERAGES (PROPRIETARY) (SA) LIMITED (Heineken Beverages) WEBSITE TERMS AND CONDITIONS OF USE

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Heineken Beverages and its associated companies in the Heineken Group provide this website, subject to the terms and conditions below. By using this website, you signify your consent to these terms of use. If you do not agree to these terms of use, you may not use this website in any manner whatsoever.

These terms make reference to sections of the Electronic Communications and Transactions Act, 25 of 2002 (hereinafter "the ECT Act"), a copy of which may be obtained at http://www.internet.org.za/ect_act.html.

TERMS OF USE

Your use of this website shall at all times be subject to these terms of use, as may be amended from time to time. It is your responsibility to continually stay abreast of changes to these terms.

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The use this website is at your own risk. Whilst we endeavour to ensure that the information on this site is accurate and complete, we make no warranties about the accuracy, reliability, completeness or timeliness of information published on this website. The information on this website is intended for general information purposes only and is not intended to serve as financial, legal or other advice. To the maximum extent possible under applicable law, we disclaim liability for any claim, loss, injury or damage arising out of or in connection with the use of information and/or goods and/or services available from or trough this website, whether direct or indirect including, without limitation, any liability relating to any loss of use, interruption of business, lost profits or lost data, or incidental, special or consequential damages of any kind.

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To the extent that this website may market, promote or advertise the sale of liquor, it is not intended for persons under the age of 18 years and you are advised that liquor may not by law be sold or supplied to persons under the age of 18 years.

SECURITY

In terms of section 86 of the ECT Act you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of this website or to otherwise interfere with the proper functioning thereof.

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The use of your identifiable personal data as defined in terms of the Protection of Personal Information Act, 2013 shall be handled in accordance with our Privacy Policy which is available on our website.

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You may not establish a link to this website from a third-party site, unless the link does not imply any association, endorsement or sponsorship by us of such website, or any products or services offered on such site; or unless the linked pages from the website are displayed without alteration of any kind. You may not cause a user's web browser to display a "framed" version of this web site in response to activating a link.

AUTOMATED ACCESS

Other than bona fide public search engines, you may not access any pages in this website using any automated process or technology, including, without limitation, any web spiders, crawlers, or similar technologies.

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Any communication or material you transmit to us by electronic mail or otherwise, including, but not limited to any data, questions or answers, comments, suggestions, or the like, will be treated as nonconfidential and non-proprietary by us, unless expressly agreed otherwise in writing. Electronic communications shall only be deemed to have been received if and when responded to in a manner, other than by way of an automated response. Information contained in electronic communications must be regarded as confidential and intended solely for the use of the intended recipient. Any unauthorised disclosure, copying, distribution or action in reliance upon the contents of this electronic communication is strictly prohibited and unlawful. Whilst we employ virus filtering, we provide no guarantees or warranties that electronic communication will be virus-free. You are accordingly advised to employ your own virus scanning tools. The views expressed in any electronic communications transmitted are those of the individual sender, unless the context clearly provides otherwise.

ENFORCEABILITY

Each provision of these terms of use shall be severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.

JURISDICTION

These terms of use shall be solely and exclusively governed by and construed and interpreted in accordance with the law of Republic of South Africa.

AMENDMENTS

We reserve the right to revise these terms of use at any time, with the revised terms taking effect as of the date of its posting. A certificate signed by the administrator of this website shall be prima *facie proof* of the date of publication and contents of any version of these terms that may be applicable to a dispute or otherwise.

HEINEKEN BEVERAGES DISCLOSURE

The following information of Distell Limited is disclosed in terms of Electronic Communications and Transactions Act, 2002 section 43; and the Companies Act, 1973 section 51:-

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Code of Conduct	https://www.heinekensouthafrica.co.za/code-of-business-conduct/