

# HEINEKEN® PLAYER 0.0™ TERMS AND CONDITIONS

## Introduction

1. The Heineken **Player 0.0™** competition ("**Player 0.0**") is offered by HEINEKEN MARKETING MALAYSIA SDN BHD] ("**Heineken**"), as part of its When You Drive Never Drink campaign.
2. These Terms and Conditions apply to the legal relationship between Heineken and you as a participant of Player 0.0 and governs your use of Player 0.0 and the award of prizes. These Terms and Conditions must be read together with our Privacy Policy at <https://www.heineken.com/my/en/privacy-policy> and Terms of Use <https://player00.heineken.com> (collectively, the "**Terms of Use**").
3. Player 0.0 and these Terms of Use will be governed by the laws of Malaysia. All disputes arising in connection with the Player 0.0 and the 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 Player 0.0, 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.
4. At any time, Heineken has the right to, at its sole discretion and without prior notification, change or discontinue any aspect or feature of (the set-up of) Player 0.0 and to change or modify the Terms of Use, or any part thereof, or to impose new conditions. Such changes, modifications, additions, or deletions shall be effective immediately upon posting of the modified Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not (continue to) participate in Player 0.0. You are advised to regularly read the Terms of Use for possible changes.
5. Heineken may terminate or suspend the Player 0.0 at any time at its absolute discretion in which case, Heineken may elect not to award any prize. Such termination or suspension will not give rise to any claim by the participants. If the Player 0.0 is resumed by Heineken, the participant shall abide by Heineken's decision regarding resumption of the Player 0.0 and disposition of the prizes.
6. Nor Facebook, Instagram, Apple or any other social media used to promote the Player 0.0 competition is a sponsor or administrator, or in any way associated with Player 0.0. Your relationship with Facebook, Apple or such other social media is governed by the terms and conditions which can be found on the respective websites of Facebook, Apple, or such other social media. You cannot invoke the Facebook, Apple or such other social media's terms and conditions in your legal relationship with Heineken.

## Participation

7. By participating in this Player 0.0, you acknowledge that you have read and accepted these Terms of Use, that you understand and agree to be bound by these Terms of Use, and that you are of legal age to form a binding contract with us.
8. You are only eligible to participate in Player 0.0 if you are a resident of Malaysia, non-Muslim and are above 21.

9. Participation is excluded for Heineken employees, as well as anyone who is in any way directly or indirectly involved in this competition in an organizational sense. No syndicate or groups will be allowed to participate.
10. No purchase or payment is necessary to participate in Player 0.0.
11. At all times Heineken has the right to, at its sole discretion and without prior notification, exclude you from participation. Circumstances in which Heineken can exclude you from participation include but are not limited to, non-compliance with these Terms of Use or attempts to compromise Player 0.0 in any way.

### **Mechanic**

12. The Player 0.0 competition is composed of three stages: qualification period, local final and global final.

#### Qualification Period

13. To participate, you must register during the qualification period which starts on 1 JULY 2024 and finishes on 18 AUGUST 2024 (“**Qualification Period**”) and thereafter play the mobile game available at <https://player00.heineken.com> and submitting your score by leaving your data.

#### Local Final

14. The top 10 players in the leaderboard by the end of the Qualification Period are selected to advance to the Qualifications of the Local Final. They will receive a personal message as confirmation and next steps and might also be announced with initial & last name on the Player 0.0 website and social media channels of Heineken.
15. Consumers are also able to qualify to the Local Final via on ground qualification on 24 August 2024 at Pavilion Bukit Jalil. Consumers will be using gaming simulators and competing using the Sim Racing F1 2023 EA Game. Top 10 players with the highest accrued score from Race 1 and Race 2 will qualify for the Local Finals. A race referee will be on site to settle any potential disputes, with Heineken making the final decision and final decision not open for discussion.
16. All winners of the qualification period will receive an invitation, to compete with other finalists at the Local Final that takes place at PAVILION BUKIT JALIL on 25 AUGUST 2024 to stand to win an invitation to attend the Global Final.
17. The 20 qualified racers will compete against each other at the Local Finals on gaming simulators using the Sim Racing F1 2023 EA Game. Top 3 racers to place on the podium will receive prizes. The racing methodology is pre-determined by Heineken. A race referee will be on site to settle any potential disputes, with Heineken making the final decision and not open for discussion.

#### Global Final

18. The country’s finalist will receive an invitation to attend the Global Final, as well as travel costs and lodging for themselves plus one companion (companion must also be above 21 years old and non-Muslim), to sim race with the finalists of other countries that participated in the Player

0.0 competition and the F1® triple world champion and Heineken® 0.0 ambassador, Max Verstappen. The exact date and location for this event will be communicated later.

19. The results of the Game are not open to discussion. Heineken's judgment is final.
20. The Local Final and Global Final will be held during the period as set out in this Terms of Use. Heineken reserves the right to vary, cancel, postpone or re-schedule the dates of the Player 0.0 or extend the period at its sole discretion.

### **Prizes**

21. To be eligible for any prizes awarded by Heineken in the Player 0.0 competition, you need to be eligible according to the criteria on these terms and conditions.
22. There will be no prizes given at the qualification stage of Player 0.0. Prizes will only be awarded to the top 3 racers to place on the podium at the Local Final.
23. Prizes include:
  - a. Champion: Trip to the Global Finals and to compete against Max Verstappen at the Global Player 0.0 Finals (1 winner + winner's guest)
  - b. 1<sup>st</sup> & 2<sup>nd</sup> Runner Up: Trip to Singapore with passes to the F1 Singapore Grand Prix (1 winner + winner's guest)
24. Winners of prizes will receive an email from Heineken on the email address they provided when entering the competition. Winners must **confirm within 7 days** after receipt of the email whether they accept the prize. In case no timely confirmation is received, Heineken is entitled to award the prize to another participant.
25. The prizes awarded are personal (not transferable) and not redeemable for cash.
26. If a prize is refused, it will be forfeited by Heineken.
27. In the event if the winner fails to turn up for the Global Final or chooses not to accept a prize, the winner (companion must also be above 21 years old and non-Muslim) shall be deemed to have forfeited their prize.
28. Heineken shall reserve the right to award the Prize to an alternative Participant at its sole discretion at any time.
29. Heineken reserves the right to substitute the prize, 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.
30. The prizes must (where applicable) be used/ redeemed 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.
31. Any tax payable as a result of a prize being awarded is the sole responsibility of the winner.
32. Save and except for any warranties implied in law (if any), all prizes are used/taken entirely at the risk of the winner in all things, and Heineken excludes all warranties in connection with any prize to the extent permitted by law. Heineken makes no representations that the prize will be satisfactory to the winners.

### **Privacy and data protection**

33. When entering the Player 0.0 competition, you need to submit certain personal data to be able to participate and to become eligible for the prizes awarded by Heineken (the "Entry"). Please

check our Privacy Policy <https://www.heineken.com/my/en/privacy-policy> for further details on the use of the Entry by Heineken.

34. The participant guarantees that the personal data provided is correct, up-to-date and complete. Heineken reserves the right to verify the eligibility of all participants.
35. Heineken handles the personal data of the participants very carefully in accordance with the General Data Protection Regulation (GDPR), and any other applicable data protection laws and regulations in accordance with the Privacy Notice as set out in <https://www.heineken.com/my/en/privacy-policy>. The personal data will not be made available to third parties without the consent of the participants or used for a purpose other than that for which the personal data was provided.
36. The personal data (may) be used to run the competition, to announce the winner(s) with initial and last name on the Player 0.0 Website and on social media, to measure the response to the competition and for target group analyses.
37. The participants can give permission to be kept informed of news, promotions and offers about the brands and events of Heineken based on their preferences and behavior via online media and by e-mail. The personal data provided by the participants will be used for this purpose. Participants may withdraw their consent at any time.
38. By participating in this competition, participants give Heineken permission to publicize the award ceremony and to use photographs, entries and/or other recordings/works for promotional purposes.
39. By accepting the prize, each winner agrees to being interviewed, photographed, and filmed when receiving the prize and agrees to provide all active cooperation with any promotional activities and reasonable publicity arising from 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.

#### **Release**

40. The participant agrees to waive, release and discharge the Organiser, 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 participant including (but not limited to) death, personal injury and damage to property and whether or not direct, consequential or foreseeable.
41. You hereby agree to indemnify and hold 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 "**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, in connection with participation in Player 0.0 or arising in connection with the prizes.

42. Nothing in these Terms of Use shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
43. In the event of fraud or undue influence on the competition, Heineken reserves the right to exclude participants, not to pay out prizes or to forfeit the right and/or to a prize.
44. If incomplete and/or incorrect (personal) data is provided during participation, Heineken has the right to exclude the participant from further participation and/or it can be decided to cancel the right to the prize to be won.
45. In case of cancellation of the GP, the tickets will expire and there is no right to a replacement price.
46. Heineken disclaims all warranties with respect to Player 0.0. Note that Player 0.0 is provided 'as is' and 'as available'.
47. No rights can be derived from the results of this competition.
48. Heineken hereby disclaims all warranties and conditions with respect to such Heineken products, property, services as well as the usage of the Site except as otherwise stated herein. Without limiting the generality of the foregoing, Heineken does not guarantee, represent or warrant:
  - (i) that your use of the services and/or the Site will be uninterrupted, timely, secure or error-free
  - (ii) the timeliness, adequacy or completeness of the Information contained in the Site or the services; and
  - (iii) that the Site and the services are free from any computer virus or other malicious, destructive or corrupting code, agent or program. You shall be responsible for implementing all necessary security and virus protection measures on or in your computer or mobile device before accessing the Site.

### **Intellectual property**

49. All intellectual property rights to Player 0.0 and Heineken (where relevant) are owned by Heineken Brouwerijen B.V., a company affiliated to Heineken and Heineken and its employees, officers, directors, agents, affiliates, parent, subsidiaries and representatives (where relevant) (collectively, the "**Organiser Group**").
50. Heineken is an official sponsor of F1<sup>®</sup> and entitled to use the F1<sup>®</sup> name and logos- in this activation.
51. Heineken is a licensee of the EA Sports<sup>®</sup> F1<sup>®</sup> racing game and trademarks for the purpose of this activation.
52. Participants are permitted to play the Player 0.0 mobile game and check their results in the Leaderboard. All other use of Player 0.0, for example the storage or reproduction of (a part of) Player 0.0 materials in any external site is prohibited without the express written consent of Heineken.
53. The participants shall not be permitted at any time to reproduce or distribute any intellectual property rights in respect of this Player 0.0 contest.
54. Entries and details submitted in connection with the Player 0.0 Contest (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 Organiser Group. Heineken 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 Heineken. The participant hereby assigns to Heineken all worldwide copyright and like rights in the entries and waive all moral rights.

## **Liability**

55. 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 Heineken, Heineken shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Player 0.0 contest, or resulting from the acceptance, possession, use/misuse of prizes, or participation in the Player 0.0 contest. Each participant further agrees that Heineken will not be responsible or liable for any entries 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.
56. Heineken shall not be liable to any participant nor shall Heineken 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 Heineken's obligations hereunder, if the delay or failure was due to any cause beyond the Heineken's reasonable control.
57. 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 Heineken's liability to the participants for any loss or damage arising from the breach or negligence on the part of Heineken.
58. Heineken shall not be responsible for any failures to fulfil any of their obligations herein if and to the extent that such failure is due to a Force Majeure event, which includes, but not limited to any act of God, fire, flood, storm, explosion, war, terrorism, riots, civil disturbance, blockade, embargo, third party industrial or trade dispute, act of government, epidemics, diseases or public health emergencies which is beyond the control of Heineken.
59. Heineken 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 Player 0.0 contest or its website (if any), to be acting in breach or potential breach of these Terms of Use. No correspondence will be entertained.
60. No warranty or guarantee is given by Heineken in relation to any of the prizes and to the fullest extent permitted by law, Heineken, 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 Player 0.0 contest. Heineken 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.

### **Anti-bribery**

61. The participant hereby acknowledged that it will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to any party for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain the said prizes or in respect of the Player 0.0 contest or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation or any of the Heineken's policies.

### **Other Provisions**

62. Nothing in or relating to this Player 0.0 contest may be reproduced or published without Heineken's express consent.

63. No rights can be derived from this Player 0.0 contest or the results thereof.

64. The Player 0.0 contest is void where the same is prohibited or restricted by any local, national, state, or any governmental laws.

65. If these terms and conditions are or become partially void, Heineken and the participant will continue to be bound by the remainder of the same. The parties shall replace the void part be 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.

66. These Terms of Use will prevail over any inconsistent terms, conditions, provisions or representations contained in any other Promotional materials advertising of the Player 0.0 contest.

67. This Player 0.0 contest is subject to the Malaysian Advertising Code for Alcoholic Beverages.

68. The participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. Heineken 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.

69. All rights and privileges herein granted to Heineken 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 Player 0.0 contest, the production, distribution, exhibition and/or exploitation of the Contest and / or any product based on and / or derived from the Player 0.0 contest. Unless otherwise stated, all travel and other expenses and charges (including Sales and Services Tax (SST)) associated with the Player 0.0 shall be the responsibility of the participants.

70. Hyperlinks on Player 0.0 may direct visitors to external websites which are maintained by others. 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.

### **Questions or complaints**

71. Should you have any questions, complaints about the Player 0.0 competition or our use of your personal data or in case you wish to exercise any of your rights, please contact [my1-generalenquiry@heineken.com].