

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

Welcome to our Website. The website is operated by Asahi CE & Europe Services s.r.o. ID: 056 29 152, with registered office at Ovocný trh 8, 110 00 Praha, entered in the Commercial Register maintained by the Regional Court in Praha, file No. C 267700 (“further referred to as “Company”). Any expressions such as “us”, “our”, “we” refer 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.

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.

## **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.

## **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 and cookies (the processing of cookies will comply with the terms and conditions stipulated under 10.8 herein below).

Your personal data specified in the contact form or order form (further referred to as the "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 mainly to enable to better process your request.

In some cases, however, we may ask you to provide consent to the processing of personal data for a specific purpose, for example, for us to be able to send you advertising and marketing messages. For this purpose, please become familiar with the information specified below and the statement of consent to the 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 to processing of personal data:**

By completing and sending the registration form, while simultaneously ticking the respective box to provide consent to personal data processing, or by registering via Facebook, you agree to the following:

- a) That the data specified below may be processed by our company as an administrator;
- 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 stated in connection with the granted consent.
- 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.

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

Already granted consent to the processing of personal data may be revoked at any time by unticking the respective box in your user account or by sending an email 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 take steps leading to the purchase of our goods or 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 or service. 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 the processing of an order (shippers, operators, etc.) or those parties which administer the website (administrators of the website and our reservation system). 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. 110/2019 Coll., the Personal Data Protection Act, as amended and with the EU General Data Protection Regulation (GDPR), you have the following rights in relation to our processing of your personal data:

- 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 GDPR, 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 exercising your rights, you may contact the Company in writing at the mailing address: Asahi CE & Europe Services s.r.o. legal services, Myslbek, Ovocný trh 8, 110 00 Praha 1 or by email to [personaldataprotection@eu.asahibeer.com](mailto:personaldataprotection@eu.asahibeer.com).

More detailed information regarding personal data protection can be found in the Business Terms and Conditions for Use of the Website and in the Privacy Policy, which we kindly ask you to familiarise yourself with.

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

If you wish to exercise your right of access, you may send a request to the mailing address: Asahi CE & Europe Services s.r.o. legal services, Ovocný trh 8, 110 00 Praha1, or by email to the email address designated for issues relating to personal data protection: [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 primarily 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. Cookies are collected in an anonymous way, which means that should a cookie represent personal data.

This website uses two types of cookies:

- a) Necessary/analytical cookies and
- b) Marketing cookies

Necessary cookies enable the basic functions of a website. The website cannot function properly without these. Analytical cookies help website owners understand users' behaviour. Our analytical cookies collect data anonymously and code them so that they do not contain information related to the identity of a specific person.

Marketing cookies are used to track website users. The purpose is to target advertising so that it is attractive and relevant for a particular user and also more beneficial to advertising subjects and third party advertisers.

Cookies are no viruses. They are text files which do not contain any program and therefore cannot be run as a program. A cookie on its own cannot copy or send on-line. Your browser, however, sends it to the website it belongs to, and then it appears in your browser settings.

#### **List of cookies on this Website**

All cookies used to run applications on our website are listed below

## Necessary/analytical cookies:

Cookie category overview				
<b>Necessary</b>	Necessary cookies are absolutely essential for the website to function properly. These cookies ensure basic functionalities and security features of the website, anonymously.			
<b>Analytics</b>	Analytical cookies are used to understand how visitors interact with the website. These cookies help provide information on metrics the number of visitors, bounce rate, traffic source, etc.			
<b>Functional</b>	Functional cookies help to perform certain functionalities like sharing the content of the website on social media platforms, collect feedbacks, and other third-party features.			
<b>Performance</b>	Performance cookies are used to understand and analyze the key performance indexes of the website which helps in delivering a better user experience for the visitors.			
<b>Advertisement</b>	Advertisement cookies are used to provide visitors with relevant ads and marketing campaigns. These cookies track visitors across websites and collect information to provide customized ads.			
<b>Other</b>	Other uncategorized cookies are those that are being analyzed and have not been classified into a category as yet.			
Cookie	Domain	Type	Description	Duration
<b>_fbp</b>	.asahiinternational.com	Advertisement	This cookie is set by Facebook to display advertisements when either on Facebook or on a digital platform powered by Facebook advertising, after visiting the website.	3 months
<b>fr</b>	.facebook.com	Advertisement	Facebook sets this cookie to show relevant advertisements to users by tracking user behaviour across the web, on sites that have Facebook pixel or Facebook social plugin.	3 months
<b>bscookie</b>	.www.linkedin.com	Advertisement	This cookie is a browser ID cookie set by Linked share Buttons and ad tags.	2 years
<b>_ga</b>	.asahiinternational.com	Analytics	The _ga cookie, installed by Google Analytics, calculates visitor, session and campaign data and also keeps track of site usage for the site's analytics report. The cookie stores information anonymously and assigns a randomly generated number to recognize unique visitors.	2 years
<b>_gid</b>	.asahiinternational.com	Analytics	Installed by Google Analytics, _gid cookie stores information on how visitors use a website, while also creating an analytics report of the website's performance. Some of the data that are collected include the number of visitors, their source, and the pages they visit anonymously.	1 day
<b>lang</b>	.ads.linkedin.com	Functional	This cookie is used to store the language preferences of a user to serve up content in that stored language the next time user visit the website.	session
<b>bcookie</b>	.linkedin.com	Functional	LinkedIn sets this cookie from LinkedIn share buttons and ad tags to recognize browser ID.	2 years
<b>lidc</b>	.linkedin.com	Functional	LinkedIn sets the lidc cookie to facilitate data center selection.	1 day
<b>lang</b>	linkedin.com	Functional	This cookie is used to store the language preferences of a user to serve up content	session

			in that stored language the next time user visit the website.	
<b>ARR Affinity</b>	.www.asahiinternational.com	Necessary	ARR Affinity cookie is set by Azure app service, and allows the service to choose the right instance established by a user to deliver subsequent requests made by that user.	session
<b>ARR AffinitySameSite</b>	.www.asahiinternational.com	Other	No description available.	session
<b>UserMatchHistory</b>	.linkedin.com	Other	LinkedIn - Used to track visitors on multiple websites, in order to present relevant advertisement based on the visitor's preferences.	1 month
<b>Analytics SyncHistory</b>	.linkedin.com	Other	No description	1 month
<b>li_gc</b>	.linkedin.com	Other	No description	2 years
<b>_gat_UA-121377480-1</b>	.asahiinternational.com	Performance	A variation of the _gat cookie set by Google Analytics and Google Tag Manager to allow website owners to track visitor behaviour and measure site performance. The pattern element in the name contains the unique identity number of the account or website it relates to.	1 minute

With the help of cookies we can generally record statistical data on the behaviour of the Website users. Thanks to this, we can adapt the Website according to your needs and requirements. Cookies help us identify especially popular parts or problematic parts of the Website but it is impossible to associate them with a specific user. Cookies are also used for your authentication, which means we are able to eliminate the need for you to enter your identification details every time you visit the Website. At the same time, we use cookies to adapt the Website to your needs, for instance, when you need to read the Website in a particular language and it continues displaying in the given language or a specific graphic form.

You can change the settings for the use of cookies in "[Privacy Settings](#)".

You can naturally navigate the Website without the use of necessary cookies but some of its functions may fail or may work with limitations. Most browsers accept such cookies automatically. Saving can be prevented by selecting "disable cookies" in your browser preferences. Necessary cookies which have been saved on your device can also be deleted at any time. The exact setting of this function can be done via "help" in your browser.

By expressing consent, you agree to the use of "cookies" in the manner described above.

## 11. 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.