Guinness x Jaya Grocer Exclusive Contest Terms & Conditions

General

1. The "**Guinness x Jaya Grocer Exclusive Contest**" (the "**Contest**") will be governed by these standard terms and conditions (the "**Terms of Use**"). Each participant agrees that he / she has read and understood these Terms of Use and by participating in the Contest, each participant will be deemed to have read, understood and agreed to each of the terms and conditions appearing herein in the Terms of Use.

2. The Contest is offered by Heineken Marketing Malaysia Sdn Bhd. (the "**Organiser**").

3. These Terms of Use apply to the legal relationship between the Organiser and a participant in the Contest.

4. The laws of Malaysia shall govern the Contest and these Terms of Use. All disputes arising in connection with the Contest and these 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 Contest 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.

5. A failure by the Organiser to enforce any of these rules in any instance(s) will not give rise to any claim by any other person.

6. To participate in the Contest, participants will need to provide their personal details for competition judgement and prize fulfilment purposes, as well as marketing and promotional purposes in connection with this Contest. All participants must ensure the details provided are true, accurate, current and complete. The Organiser reserves the right to verify the eligibility of all participants.

7. The Contest will be held during the Contest Period as set out in this Terms of Use. The Organiser reserves the right to vary, postpone or re-schedule the dates of the Contest or extend the Contest Period at its sole discretion.

8. The Organiser shall have the right to, at its sole discretion, at any time and without prior notification, change or discontinue any aspect of the Contest and to change, amend, delete or modify the Terms of Use and other rules and regulations including the mechanism of the Contest, or any part thereof. Such changes shall be effective immediately upon posting of the modified Terms of Use on the relevant Heineken Malaysia website at https://www.heinekenmalaysia.com/terms-and-conditions/. If a participant does not agree to abide by these or any future Terms of Use, do not (continue to) participate in the Contest. Participants are advised to revisit the Heineken Malaysia website and regularly read the Terms of Use on a regular basis for possible changes as, by the participant's continued participation in the Contest, the participant indicates that the participant accepts any such modified terms.

9. The Organiser may terminate or suspend the Contest at any time at its absolute discretion in which case, the Organiser may elect not to award any prize. Such termination or suspension will not give rise to any claim by the participants. If the Contest is resumed by the Organiser, the participant shall abide by the Organiser's decision regarding resumption of the Contest and disposition of the prizes.

10. Any dispute or situation not covered by these Terms of Use will be resolved by the management of the Organiser in a manner it reasonably deems to be fairest to all concerned. That decision shall be final and / or binding on all participants. No correspondence will be entered into.

11. If these Terms of Use are translated into a language other than English, the English version of the Terms of Use shall prevail in the event of any inconsistency.

12. Participants to this Contest are deemed to be unconditionally accepting the terms and conditions of this Contest. A failure to adhere to these terms and conditions will result in disqualification from the Contest and forfeiture of the prize(s).

Participation

1. To participate in the Contest, participant needs to purchase a minimum amount of participating products in a single receipt throughout the Contest Period (as defined hereinafter) from any Participating Outlets (as defined hereinafter) in Peninsular Malaysia. Minimum participation as below :-

Channel	Mechanics / Minimum Amount	Contest Period
Jaya Grocer in Peninsular Malaysia	1. Purchase any 2x4-can packs in a single receipt, where at least one pack is Guinness Draught In Can (300ml or 470ml), and the other pack is either Guinness Draught In Can	1st October 2026 until 30th November 2026

	(300ml/470ml) OR Guinness Foreign Extra Stout (320ml/490ml). 2. Get 1 Free Guinness Umbrella * *Redeem at participating Jaya Grocer outlet. Subject to outlet availability. While stocks last, on a first-come, first-served basis 3. Scan QR code to submit the receipt via the Contest Website to stand to win One year supply of Guinness Draught In Can 300ml and Jaya Grocer voucher worth RM100 (10 prizes).	

2. The Contest is open **ONLY** to non-Muslim individuals who reside in Malaysia aged 21 and over (as at the date of participation in the Contest and proof of age will be required), who are not Ineligible Persons and who are lawfully permitted to consume alcoholic beverages. No syndicates or groups will be allowed to participate.

3. The following categories of persons are **strictly not eligible** and are **expressly excluded** from participating in the Contest:

   (i) Employees, interns, contractors, freelancers, consultants, or individuals engaged in any capacity by the Organiser, including its parent, subsidiary, affiliated, and related companies, and their Immediate Family Members (spouse, parents, children, and siblings, whether biological, adopted, or step-related).

   (ii) Representatives, employees, servants, agents, consultants, contractors, or vendors of any advertising, marketing, creative, digital, PR, fulfilment, or contest-management service providers engaged by the Organiser or its affiliated or related companies, and their Immediate Family Members.

   (iii) Owners, partners, shareholders, directors, management personnel, and employees of participating outlets, including but not limited to pubs, bars, restaurants, retail outlets, convenience stores, or any point-of-sale location participating in or benefitting from the Contest, and their Immediate Family Members.

   (iv) Employees or individuals engaged by any third-party supplier, agency, contractor, or company directly or indirectly involved in the planning, administration, processing, verification, management, installation, or execution of any component of the Contest.

   (v) Individuals who have access to confidential, privileged, or non-public information relating to the Contest, including but not limited to backend system administrators, auditors, IT personnel, data processors, or anyone with the ability to influence, modify, or access Contest entries or results.

   (vi) Any person participating on behalf of, in collaboration with, or using information obtained from any Ineligible Person listed above, whether formally or informally.

Each such person shall be referred to as an "Ineligible Person" and collectively referred to as "Ineligible Persons" in these Terms of Use.

Contest Mechanics

1.	**Brief Description of Contest**	1. **Guinness x Jaya Grocer Exclusive Contest** is organized with the intention to reward Non-Muslim resident in Malaysia above the age of 21 who have participated in the contest with purchase on-ground. 2. The Organiser reserves the right to vary, withdraw or re-schedule the Contest Period or any dates thereof at its sole discretion.
2.	**Mechanism of Contest**	1. The method of participation in the Contest is via microsite submission upon purchase of the minimum amount of participating products (as per paragraph 1 above (Participation)), throughout the Contest Period (as per paragraph 1 above (Participation)) and to be redeemed on the Contest Period / Redemption Period (if applicable) from any of the following participating outlets in Peninsular Malaysia. The Proof of Purchase ("POP") for each entry is a photo of the original printed receipt. **Participating Outlets:-** a) Jaya Grocer in Peninsular Malaysia

		Participating Products:- a) Guinness Foreign Extra Stout b) Guinness Draught in Can 2. To participate, Submission of Entry is through scanning of QR code on the POSM or submit via https://gdic.guinnessmsia.com/. 3. Participant is required to complete the following steps: - a. Scan on the QR code on POSM to be directed to the microsite for submission or submit via https://gdic.guinnessmsia.com/. b. Fill up the following details for Submission of Entry: - • Name (as stated on his/her NRIC) • Gender • NRIC or Passport No • Mobile Number • Email • Address • City • State / Province • Postal / Zip Code • Receipt Number • Receipt Date • Submission of proof of purchase ("POP") 4. The POP must be in the form of printed receipts from point-of-sale systems for Jaya Grocer outlets in Peninsular Malaysia. The POP must bear the name and/or logo of Jaya Grocer. The POP must also bear the date of purchase, Products purchased, Products purchase amount, and Receipt number. 5. One (1) POP per one (1) entry for the Contest. Participant(s) may submit more than one (1) entry. The Organiser reserves the right to reject any entry that does not meet the submission requirements, including entries with incomplete or incorrect details (e.g. receipt date, receipt number, outlet name, or purchased item), or where the POP is altered, duplicated, defective, or invalid. Such entries will be automatically disqualified from the Contest without notice. 6. Participants MUST keep the original POP for verification and prize redemption purposes. Failure to do so will result in disqualification and forfeiture of prize won. 7. The Organiser does not charge for Contest entries submitted by the participants. The Organiser shall not reimburse the participants for the charges incurred in sending the WhatsApp entry including Sales and Services Tax (SST), and related charges, if any. 8. The participants must adhere to the mechanism of the Contest as may be notified or communicated by the Organiser during the Contest Period. 9. Only the original copy of the receipt showing the purchase made between 1st October 2026 – 30th November 2026 is accepted as Proof of Purchase (POP). Any damage or torn; photocopies of Proof of Purchase will be automatically disqualified.
4.	**Prizes**	1. There are ten (10) prizes to be won throughout the contest period as below: **Grand Prize**: One year supply of Guinness Draught In Can 300ml (12 cartons) and Jaya Grocer voucher worth RM100 x 10 winners • Each winner will receive a one-year supply of Guinness Draught In Can 300ml, totalling 12 cartons (1 carton per month). • Prizes will be delivered on a quarterly basis, with 3 cartons delivered per quarter to the winner's doorstep (4 deliveries in total). • Each winner will receive one (1) unit of Jaya Grocer voucher worth RM100. • Prizes will only be fulfilled after the campaign ends on 30th November 2026. 2. The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. 3. All prizes are accepted entirely at the risk of the participant and are awarded by the Organiser and/or sponsors without any warranty of any kind express or implied.

		4. The participant shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize. 5. The Organiser reserves the right to not award any and/or all of the prize(s) on the basis that there are insufficient entries which qualify and satisfy the criteria ("Qualifying Entries"). For example, if there are 100 prizes available to be won during a particular Contest Period, in the event that there are less than 100 Qualifying Entries, the Organiser is entitled to only award the prize(s) to the Qualifying Entries and forfeit the remaining prize(s).
5.	**Selection of Winners**	1. Throughout the Contest Period, the Organiser will select total 10 winners** based on the time of entry. 2. **There are ten (10) Grand Prizes to be won throughout the Contest Period. At the end of the contest period, eligible Participants will be shortlisted from the total number of valid entries received in the contest period. Assuming the Total Qualified Entries received is 3458, the Organiser will compute and select the shortlisted entries based on the following example: (3458 -8) ÷ 10 = 345 Hence, the winners are the 345th serial number entry and subsequent serial numbers with the multiplication of 345. 3. All prizes are bound by the terms and conditions attached to the prizes and these Terms of Use and must be claimed within the stipulated time frame. Failure to do so will result in the forfeiture of the prize. 4. The Organiser reserves the right to disqualify and remove any Participant from the Contest without prior notification or disclosure of information should the Participant be suspected of tampering with their entries or breach the Contest terms and conditions.
6.	**Notification, Verification and Contact of Winners**	**NOTIFICATION** 1. The winner will be notified of their win via WhatsApp. The Organiser will contact the selected participants via **+6011-33247922** to provide verification and be asked to answer questions. Upon answering all questions correctly, the participant will be entitled to collect or redeem the prize as informed by the Organiser. 2. The Organiser shall be entitled to request the original Identity Card or the originals of other supporting documents/materials for verification purposes. 3. The winners must ensure that the data details provided to the Organiser are true, accurate, current and complete. Winners will be informed of their win and they will be advised by the Organiser as to the verification and redemption of prizes process. 4. Each participant is only eligible to win a maximum of ONE (1) Prize during the Contest Period. 5. The winners must respond within **three (3) days** from the time when the Organiser sent the notification via WhatsApp. 6. If the winner fails to respond within **three (3) days**, the Organiser reserves the rights to substitute the winner with subsequent name on the list. **VERIFICATION** The winner must provide Full Name (as stated on his/her NRIC), IC Number and attach clear copy of Proof of Purchase ("POP") to the Organiser and its appointed agent (which means a third party appointed by the Organiser from time to time as its agent to, amongst others, manage the WhatsApp hotline and the distribution of the prizes pursuant to this Contest, hereinafter referred to as the "Appointed Agent") for verification. The documents provided must be an exact match to the details submitted via microsite.

		In the event that the Organiser finds the presented receipt is not authentic or invalid then the Organiser shall be entitled to disqualify the Winner and forfeit the Prize from the Winner without assigning any reasons whatsoever. The Organiser shall reserve the right to award the Prize to an alternative Participant at its sole discretion at any time. **CONTACT** Upon verification and confirmation of the details, the Contest winners will be contacted by WhatsApp (**+6011-33247922**) by the Organiser's Appointed Agent.
7.	**Prize fulfilment**	Once the winner has been verified and confirmed, prize fulfilment shall be through: 1. The Grand Prize will be delivered via courier or hand delivery to the mailing address provided at the time of submission. It is the responsibility of the winner to provide a correct and valid address. In the event that the qualified participants cannot be contacted or the courier is unable to reach the winner, the prize will be forfeited. All appeals thereafter will not be entertained. The Organizer may extend the timelines and methods of delivery of the prize at their discretion. 2. Prize collection at office: The winner needs to bring along original IC and original receipt as proof of purchase for verification purposes to the Organiser / Appointed Agent. 3. By participating in the Contest, the participants grant the Organiser the permission to publicise, broadcast or otherwise disclose his or her name, character, likeness, statements or any promotional activities in any and all media concerning the winning of the Contest, or contests generally held by the Organiser at any time and from time to time. The Organiser may promote or advertise that a particular winner won the Contest. All participants and/or winners hereby agree and consent to the use of his/her name for the purpose of advertising, trade or promotion by the Organiser without any additional compensation, notification and/or permission. 4. The Organiser reserves the right to disqualify and remove any participants from the Contest without prior notification or disclosure of information should the participants be suspected of tampering with their entries or is found to be in breach of these Terms of Use and any conditions of the Contest. 5. The Organiser reserves the right to forfeit the prize if the winner fails to respond by the date and time agreed by the winner and the Organiser's Appointed Agent. 6. The Organiser reserves the right to ignore requests from winners during the Contest Period which are deemed by the Organiser to be unreasonable.

Note: In the event of any conflict or inconsistency between the terms and provision in this table and those of the Contest, the terms and provisions in this table will prevail.

Other Terms of Use

1. The participant agrees that he / she shall:
   (i) abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the participant;
   (ii) not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest Period;
   (iii) not by act or omission, directly or indirectly bring the Organiser into disrepute;
   (iv) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Contest or the prize with any third party;
   (v) agrees that the participant's participation in the Contest does not entitle the participant to wages, salary or any other compensation.

2. Submission of the Entry does not guarantee the participant the opportunity to participate in the Contest. The Organiser has the right to, at its sole discretion and without prior notification, reject, refuse or exclude a participant from participation in the Contest for reasons, including (without limitation) where the Entry is not complete, non-compliance or non-fulfilment of any of these Terms of Use or attempts to compromise the Contest in any way.

3. The Organiser 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.

4. In the event that a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with according to the reasonable discretion of the Organiser subject to compliance with any applicable laws.

5. The prizes must (where applicable) be used 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.

6. Any tax payable as a result of a prize being awarded is the sole responsibility of the winner.

7. The Organiser's decision in relation to any aspect of the Contest is final and binding. No communication will be entertained in this regard.

8. 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 the Organiser excludes all warranties in connection with any prize to the extent permitted by law. The Organiser makes no representations that the prize will be satisfactory to the winners.

9. The Organiser may publicise, broadcast or otherwise disclose a winner's or participant's name, character, likeness, statements or any promotional activities concerning the winning of the Contest, or Contests generally held by the Organiser. The Organiser may promote or advertise that a particular winner won the Contest. All winners hereby agree and consent to the use of his/her photo, name, appearance, voice and likeness to and to transmit, copy, publish, copyright, distribute and display it in connection with articles, exhibitions, publicity, advertising, education, trade and/or promotional material or activities undertaken ("Promotional Materials") by the Organiser without any additional compensation, notification or permission. Participants and/or winners shall not be entitled to claim ownership and/or other forms of compensation on any of the materials. All winners and participants also hereby agree to waive any rights that he/she may have to inspect or approve any finished products or any advertising copy of the Promotional Materials that may be used, arising directly, indirectly or in connection with the Contest. Further, all winners and participants hereby agree that he/she assigns all of his/her rights, titles and interests that he/she may have in any form of media in which any or all of his/her photos, name, appearance, voice and likeness have been captured in connection with the Contest, along with full rights of assignability, and agree to execute any documents required by the Organiser to give effect to this assignment.

Release

1. 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.

2. Each participant hereby agrees to indemnify and hold the Organiser and each of its subsidiaries, affiliates, related companies, advertising and Contest 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, as a result of the participant's breach of the participant's warranties and undertaking and any breach of the Terms of Use and / or the rules and regulations of the Contest, participation in the Contest or arising in connection with a prize. The Released Parties shall not be responsible for lost, late, misidentified or misdirected entries or telecommunication or computer hardware or software performance, errors, delays or failures.

Disclaimer

1. THE ORGANISER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE COMPETITION. THE COMPETITION AND THE PRIZES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE'.

Intellectual Property

1. All intellectual property rights used in relation to the Contest are owned by the Organiser, and its employees, officers, directors, agents, affiliates, parent, subsidiaries and representatives ("**Organiser Group**").

2. All intellectual property rights in connection with this Contest shall vest in the Organiser. The participants shall not be permitted at any time to reproduce or distribute any intellectual property rights in respect of this Contest.

3. Entries and details submitted in connection with the 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. The Organiser 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 the Organiser. The participant hereby assigns to the Organiser all worldwide copyright and like rights in the entries and waive all moral rights.

Facebook and/or WhatsApp

1. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook and/or WhatsApp.

2. The participants are providing the participants' information (save in respect of the participants' Facebook and/or WhatsApp username and password) to the Organiser and not to Facebook and/or WhatsApp. The information the participants provide will solely be used for and by the Organiser Group and will not be sold, transferred, given or shared with any third party not in any relation to the Contest.

3. The participants agree that the participants shall waive any claim the participants may have against the Organiser Group that is in any way connected with a dispute the participants may have with Facebook and/or another participant of the Contest ("**third party participant**") and the participants agree to indemnify the Organiser Group for any losses or liability the Organiser Group suffers as a result of any claim against the Organiser Group by Facebook and/or WhatsApp and/or the third party participant as a result of the participants' dispute or in relation to the participants' dealings with Facebook and/or WhatsApp and/or such third party participant. This waiver and indemnity shall not apply in the event of any breach, fraud or wilful misconduct on the part of the Organiser Group.

Liability

1. 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 the Organiser, the Organiser shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Contest, or resulting from the acceptance, possession, use/misuse of prizes, or participation in the Contest. Each participant further agrees that the Organiser 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.

2. The Organiser shall not be liable to any participant nor shall the Organiser 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 Organiser's obligations hereunder, if the delay or failure was due to any cause beyond the Organiser's reasonable control.

3. 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 the Organiser's liability to the participants for any loss or damage arising from the breach or negligence on the part of the Organiser.

4. The Organiser 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 Contest or its website (if any), to be acting in breach or potential breach of these Terms and Conditions. No correspondence will be entertained.

5. The Organiser reserves the right to cancel the Contest at any time due to unforeseen circumstances, sovereign laws and regulations.

6. No warranty or guarantee is given by the Organiser in relation to any of the prizes and to the fullest extent permitted by law, the Organiser, 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 Contest. The Organiser 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.

7. During the Contest, any request or complaint concerning the Contest and the Terms of Use may be sent via email and stating the participant's name, address, e-mail address and telephone number. The participant will be contacted within a reasonable time after receipt. The Organiser will not engage in any correspondence related to the selection of the winner.

Other Provisions

1. Nothing in or relating to this Contest may be reproduced or published without the Organiser's express consent.

2. No rights can be derived from this Contest or the results thereof.

3. The Contest is void where the same is prohibited or restricted by any local, national, state, or any governmental laws.

4. If these terms and conditions are or become partially void, the Organiser 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.

5. These Terms of Use will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising of the Contest.

6. This Contest is subject to the Malaysian Advertising Code for Alcoholic Beverages.

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

8. All rights and privileges herein granted to the Organiser 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 Contest, the production, distribution, exhibition and/or exploitation of the Contest and / or any product based on and / or derived from the Contest.

PRIVACY POLICY

General

This Privacy Policy applies to our website (including social media sites and mobile applications) ("Website"), contests dedicated to/organized by Heineken Marketing Malaysia Sdn Bhd ("HMMSB" or "HEINEKEN") and/or any affiliates (collectively, "we", "our", or "us") for consumers in Malaysia where we collect certain personal information ("Personal Data"). Please read this Privacy Policy carefully as it contains important information to help you understand our practices regarding any personal information that you give to us or that we collect otherwise in the context of the Website and the ways in which you can protect your privacy.

We respect your privacy, and we are committed to keeping your Personal Data secure and managing it in accordance with our legal responsibilities under applicable data protection laws, in particular, the Malaysia Personal Data Protection Act 2010 (hereinafter referred to as the "Act"). For the purposes of this Privacy Policy, the terms "Personal Data" and "process" and/or "processing" shall have the meaning as prescribed in the Act. Further, "Website" shall mean any world wide web owned by us or our licensor, and/or managed by us or our licensor, and any other websites, whether known now or in the future.

This Privacy Policy describes what information is gathered, how this information is used, who the information will be shared with, how you can opt-out and how you can modify your Personal Data held by us and any other changes that have been made from time to time.

By "liking" our Facebook brand and/or corporate page, or following us on our brand's and/or corporate's Instagram or Twitter Account, or subscribing to our brand's and/or corporate's YouTube channel or otherwise expressing or providing a similar indication of your interest in us in other social media sites, you hereby agree that you have read this Privacy Policy and consent to our collection and further processing of your personal data in the respective Social Media Sites (as defined below) in the manner as specified in this Privacy Policy.

2. What Personal Data We Collect and How We Use your Personal Data

In the course of your relationship with us, we collect a large variety of Personal Data relating to you and your relationship with us. We collect your Personal Data from the information you have provided to us and/or in any other HEINEKEN forms that you are required to complete, as well as any other information we have or may obtain about you through any oral or written communications, when you participate in our events, when you purchase our products or services online, when you create an account on the Website or when you "like" our Website. Requested information on the Website marked with an asterisk is mandatory. If you do not provide the requested information, we will not be able to deliver the service or product to you.

We have specified the Personal Data we collect and the purposes for which we use the Personal Data:

- Processing your order to be able to process your payment and to deliver the requested product or service to you: We need your name, e-mail address, telephone number (in case we need to communicate to you about your order), your postal address or the recipient of our services (if different than yourself), your date of birth (as we are legally required to ask for before allowing you to visit our Website), payment information and et cetera. This is also for our sales administration.The use of this Personal Data is to perform our agreement with you or to comply with legal obligations, such as tax and accounting rules.

- Registration and creating an account on our Website: Before you make a purchase, you will be asked to create an account and provide us with a log-in name and password (which we need to process your account) and e-mail address, first name/last name, billing address, birth date (which we will use to validate and process your order). Creating an account is necessary for making purchases so for the performance of your agreement with us. You can manage the information in your account yourself and view e.g. which purchases you have made earlier.

- Customer services: we process your e-mail address or phone number (depending on how you have contacted us) for answering your questions and/or issues you have submitted via the Website, for product recalls or other service mails you sent. We register your requests, questions and our responses and other actions to handle your request.

- Sending newsletters, messages and/or e-mails containing marketing information, such as information on our products and/or services and/or our related corporations and/or the products and/or services of our business partners: if you have subscribed to the newsletter and/or registered and created an account on our Website or participated in any contest or events or followed any of the Social Media Sites, we use the e-mail address you have provided to send you our newsletter and/or e-mails containing marketing information. If you have ordered one of our products via our Website, we may also send you newsletters to inform you of our other similar products that we think may be of interest to you. If you no longer wish to receive any e-mails from us, you can unsubscribe at any time by using the unsubscribe function in each e-mail message or you can contact us.

- We will remove your e-mail address once you have opted-out of receiving the newsletter and/or e-mails containing marketing information, unless this is also used and retained for other purposes listed in this Privacy Policy.

- Marketing: information about your purchases, your online searches (clicks and views), your settings on our Website, the items in your shopping cart, your customer service requests and contact history can be collected by us. This information enables us to use different channels for relationship management and marketing of our products and services to you via e-mail and/or newsletters and/or online advertising which may include personalizing Website content and offers so these are tailored to your preferences. We measure the effectiveness of our campaigns.

- We use this Personal Data as it is necessary in our legitimate interests to be able to promote our products and services to our customers and website visitors, to enable us to attract more customers, to improve the sale of our products and services and to finance our Website (via online advertisements). We will retain the Personal Data as specified under the relevant purposes for which the Personal Data have been collected (e.g. newsletters, account information, processing orders and payments).

- Information about your visit to and use of our Website: we collect certain information when you visit our Website, such as your IP address, which web pages you visit, the name of your computer, and type of internet browser, clicks and views. We also keep track of how you use our newsletter, which pages you view and which parts you read so we can customize the newsletter to your preferences. The information about your use of our Website and services enables us to build segments, which are groups of website visitors or customers with a number of common characteristics such as age group, gender or region. We will likely add you to one of our segments, which we use to customize the Website and to e.g. change the order of search results or where we place certain offers, so you are more likely to see these. We may also use segments to show online advertisements and/or send you e-mails that we think are relevant to you.

- We use this Personal Data as it is necessary in our legitimate interests to do so to be able to promote our products and services to our customers and website visitors, to enable us to attract more customers, to improve the sale of our products and services and to finance our Website (via online advertisements).

- Maintenance and optimization of our Website: Your Personal Data will also be used for maintenance and analysis of our Website to solve performance issues, to improve the availability and to secure the website against fraud (e.g. in case of repeated attempts to log-in or to make a purchase or if the purchase is made where there is non-compliance with our terms and conditions, e.g. by individuals under 21 and/or by Muslims). The analysis also enables us to check whether the online ordering process works efficiently so we can improve, where possible. Our use of your Personal Data for these purposes is necessary in our legitimate interests.

- Participate in research activities: We also may request you to participate in research activities such as: surveys, pilots, panels, focus groups, and other research activities. Depending on the research activity, we will collect different sets of Personal Data.

- Allowing you to participate in campaigns, contests and/or other promotions: Your Personal Data such as name, e-mail address, residential address and telephone number will be processed to administer our campaigns, contests

and/or other promotions in which you choose to participate. Some of these promotions have additional rules containing information about how we will use and disclose your Personal Data. We need this information to process your participation and to be able to communicate with you about your prize or to send the prizes to you.

- Analytics: Your Personal Data and information collected via the use of cookies will be processed for analytical and statistical purposes. We process and analyses this information to help us determine the viability of business in a certain location. Depending on the type of statistics we require, we also process this information to track the number of visitors who have visited our Website from our business partner's website.

If we use your Personal Data for other purposes, we will inform you of this other use separately.

For certain services and purposes of the Website and/or Social Media Sites, you need to provide Personal Data to us for us to be able to process your orders or to send newsletters or other information to you. In addition to the information you are required to provide to us, we collect certain information when you visit our Website and/or the Social Media Sites.

The use of this Personal Data is to perform our agreement with you or to comply with legal obligations, such as tax and accounting rules.

You can always opt-out of receiving our newsletter or direct mail and you can always object to our use of your Personal Data for direct marketing purposes (for more information on how to do this, read the Paragraphs 10. and 11. below on your rights).

3. How We Share and/or Disclose Your Personal Data

We are not in the business of selling your Personal Data. We consider this information to be a vital part of our relationship with you. There are, however, certain circumstances in which we may need to share your Personal Data with third parties without providing further notice to you, to help us provide services and products to you and to run our Website ("Third Parties"). These Third Parties are:

- HEINEKEN group of companies and the official brand owners for HEINEKEN's products for the purpose of storing Personal Data processed via the Website, due to shared IT systems;
- service providers where this is needed to provide us with a service or to (help us) provide or deliver the service or product ordered by you on the Website (including our third-party delivery provider) and to provide data analytics services;
- business partners for the purpose of collaboration in joint activities;
- independent debt recovery agencies, solicitors or other agents for the purpose of collecting monies due or outstanding on your account;
- In case HEINEKEN sells all or some of the assets or shares of a HEINEKEN group company to which Personal Data was transferred to a third party, your Personal Data may be provided to this third party.

These parties may be located in Malaysia, countries in the European Economic Area or elsewhere in the world.

We may also need to provide Personal Data to law enforcement bodies in order to comply with any legal obligation or court order.

4. Transfer of Personal Data outside of Malaysia

Provisions

It may be necessary to transfer your Personal Data to a Third Party located in countries outside of Malaysia. This may happen where the Third Party is based outside of Malaysia or where you access and/or use our Website from countries outside of Malaysia. By continuing accessing and/or using the Website, you consent to such transfer.

When Personal Data is stored by us outside Malaysia we will ensure an adequate level of protection of the transferred Personal Data. We require service providers to use appropriate measures to protect the confidentiality and security of the Personal Data.

5. Security of Personal Data

We will take appropriate technical, physical and organizational measures to protect the Personal Data collected through the Website from misuse or accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, acquisition or

access, that are consistent with applicable privacy and data security laws and regulations. However, no internet-based site can be 100% secure and we cannot be held responsible for unauthorized or unintended access that is beyond our control.

Our Website may contain links to other websites. We are not responsible for the privacy practices, content or security used by such other websites, which shall not be governed by this Privacy Policy. We advise you to always carefully read the privacy policies on these other websites.

6. Retention of Your Personal Data

We will retain your Personal Data for as long as legally required or for as long as necessary to provide you with any requested services or for any of the other purposes listed in this Privacy Policy. The Personal Data will generally be kept for a period of 7 years after your last dealing with us to comply with local law requirements. We will take reasonable steps to destroy or de-identify Personal Data we hold if it is no longer needed for the purposes set out above.

7. Cookies

A major part of the information referred to in this Privacy Policy is collected via our use of cookies and similar techniques. Cookies are small text files containing small amounts of information which are downloaded and may be stored on your user device, e.g. your computer, smartphone or tablet. Techniques we use that may be similar to cookies are tracking pixels, Java scripts, tags and web beacons. These cookies and similar techniques are sometimes necessary to remember your account settings, language and country, but also enable us to measure and analyses your behavior on our Website and for showing you personalized advertisements on our Website or on third-party websites. Where required, you will be asked for consent to our use of cookies.

Our cookie and information retrieved from our cookie is used in line with the uses set out in this Privacy Policy and more specifically:

- To help save and retrieve passwords used on the Website. This way, you do not have to re-enter information upon every new visit to the Website;
- to track information such as the frequency and duration of your access and/or use of the Website, your click-stream as you go through the Website and help us determine whether you came to the Website from a particular internet link or banner advertisement;
- to analyses the profile of visitors and users to help us in providing you with better access and/or use of the Website and to enhance the Website;
    - to personalize the content, banners and promotions that you will see on the Website; and
    - Anonymous tracking of interaction with online advertising e.g., to monitor the number of times that a banner ad is displayed and the number of times it is clicked.

Most cookies are “session cookies”, meaning that they are automatically deleted from your device at the end of a session.You are always free to decline cookies if your device permits, although in that case you may not be able to access or use certain features of the Website.

8. Social Media

You may choose to share information on our Website via social media, such as Facebook, Instagram, Twitter, LinkedIn, Spotify or YouTube, and/or any other social media sites maintained by us or our licensors (“Social Media Sites”). This means that the information you share, with name and preferences, shall be visible to visitors of your personal pages. We advise you to carefully read the privacy policies of the social media parties as these are applicable to the processing of your Personal Data by these parties.

When you share Personal Data with us, or when you interact with us via these Social Media Sites, the Personal Data collected and further processed by us may vary between individuals depending on the privacy and security settings available to your account on the relevant Social Media Sites. For more information about the choices and means for limiting the Personal Data processed by the Social Media Sites, please visit the respective Social Media Sites privacy policy page.

We will be processing your Personal Data in accordance with the Purposes set out above.

9. Children's Privacy

The Website is not intended for use by individuals under the age of 21. We do not knowingly collect Personal Data from individuals under the age of 21.

10. Your Rights to Access, Rectification, Deletion, Restriction and Data Portability

Provisions

You have the right to request an overview of your Personal Data processed by or on behalf of us. You have the right to have your Data rectified, deleted and/or restricted (as appropriate). You can exercise this right by contacting the relevant personnel listed in the contact details below. Please note that requests that do not meet the requirements set out by applicable law or HEINEKEN guidelines may be requested to be re-issued or ultimately denied and that certain Personal Data may be exempt from such access, rectification and deletion requests pursuant to applicable data protection laws or other laws and regulations. We will retain Personal Data where it is legally required for us to do so, for example, sales administration and/or tax and accounting rules.

You have the right to receive the Personal Data that you have provided to us in a structured, commonly used and machine-readable format, and in certain circumstances we will, at your request, transmit your Personal Data to another data user/controller where this is technically feasible.

11. Your Right to Object

You also have a right, in certain circumstances, to request us to stop processing your Personal Data, but where we have compelling legitimate grounds, we will continue processing your Personal Data. However, you have the right to object to our use of your Personal Data for direct marketing purposes, including profiling, and when you do so, we will accommodate your request. Where you have provided consent to our use of your Personal Data, you have the right to withdraw your consent without this effecting the lawfulness of our use of this Data before your withdrawal. If you subsequently withdraw your consent to process your Personal Data, please note that we may not be able to process your Personal Data for any of the purposes stated in Paragraph 2.

12. Accuracy and Completeness of Personal Data

You are responsible for ensuring that the information and/or Personal Data you provide us is accurate, complete, and not misleading and that such information is kept up to date.

13. Updates

We will keep this Privacy Policy under review and make updates from time to time. Any changes to this Privacy Policy will be posted on our Website page and to the extent reasonably possible, will be communicated to you.

14. Contact

If you wish to exercise any of your rights listed above, you can contact us at Name: Privacy Officer – HEINEKEN

Address: Sungei Way Brewery Lot 1135, Batu 9, Jalan Klang Lama, 46000, Petaling Jaya, Selangor

Telephone: +603 7861 4688

E-mail: MY1-Privacy@heineken.com

Please note that we may request proof of identity.

If you have any other question, objection to our use of your Personal Data or a complaint about this Privacy Policy or about our handling of your Personal Data, you can contact the Privacy officer at MY1-Privacy@heineken.com .

15. Language

This Privacy Policy shall be drafted in English as well as in Bahasa Malaysia. In the event of any inconsistency between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail over the Bahasa Malaysia version.

Dasar Privasi

1. Umum

Dasar Privasi ini diguna pakai ke atas laman web (termasuk laman media sosial dan aplikasi mudah alih), pertandingan ("Laman Web") khusus kepada/dianjurkan oleh Heineken Marketing Malaysia Sdn Bhd ("HMMSB" OR "HEINEKEN") dan/atau mana-mana sekutu kami (secara kolektif, "kami") bagi pengguna-pengguna di Malaysia yang memberi maklumat peribadi tertentu kepada kami ("Data Peribadi"). Sila baca Dasar Privasi ini dengan teliti kerana terdapat maklumat penting untuk membantu anda memahami prosedur dilakukan ke atas maklumat peribadi yang diberikan atau dikumpul atau sebaliknya yang terkandung dalam Laman Web dan kaedah untuk melindungi privasi anda.

Kami menghormati privasi anda, dan kami komited untuk memastikan Maklumat Peribadi anda selamat dan kami menguruskannya mengikut tanggungjawab perundangan di bawah undang-undang perlindungan data yang terpakai, khususnya, Akta Perlindungan Data Peribadi Malaysia 2010 (seterusnya akan dirujuk sebagai "Akta"). Bagi maksud Dasar Privasi ini, terma "Data Peribadi" dan "proses" dan/ atau "pemprosesan" akan mempunyai maksud yang sama seperti yang ditetapkan di dalam Akta. Seterusnya, "Laman Web" bermaksud mana-mana web di seluruh dunia yang dimiliki oleh kami atau pemberi lesen kami, dan/ atau diuruskan oleh kami atau pemberi lesen kami, dan laman web lain, sama ada pada masa ini atau pada masa hadapan.

Dasar Privasi ini menerangkan tentang maklumat yang dikumpulkan, bagaimana maklumat ini digunakan, kepada siapa maklumat ini dikongsi, bagaimana anda boleh memilih untuk keluar dan mengubah Data Peribadi anda yang disimpan oleh kami dan sebarang perubahan lain yang dibuat dari semasa ke semasa.

Dengan "menyukai" halaman jenama dan/atau korporat kami di Facebook, atau mengikuti kami di akaun jenama dan/atau korporat kami di Instagram atau Twitter, atau melanggan kepada saluran jenama dan/atau korporat kami di YouTube atau sebaliknya menyatakan atau memberikan petunjuk yang sama tentang minat anda kepada kami di dalam laman sosial media yang lain, anda dengan ini bersetuju bahawa anda telah membaca Dasar Privasi ini dan bersetuju kepada pengumpulan dan pemprosesan yang selanjutnya ke atas Data Peribadi anda oleh kami di dalam Laman Sosial Media (ditakrif di bawah) mengikut cara yang ditentukan di dalam Dasar Privasi ini.

2. Apakah Data Peribadi yang Kami Kumpulkan dan Bagaimana Kami Menggunakan Data Peribadi Anda

Provisions

Dalam hubungan anda dengan kami, kami mengumpul pelbagai jenis Data Peribadi yang berkaitan dengan anda dan hubungan anda dengan kami. Kami mengumpul Data Peribadi anda daripada maklumat yang anda berikan kepada kami dan/atau apa-apa borang HEINEKEN yang anda dikehendaki untuk lengkapkan, serta apa-apa maklumat lain yang kami telah atau mungkin dapat mengenai anda melalui sebarang komunikasi secara lisan atau bertulis, apabila anda menyertai acara kami, apabila anda membeli produk atau perkhidmatan kami di dalam talian, apabila anda membuka akaun di dalam Laman Web atau apabila anda "menyukai" Laman Web kami. Maklumat yang diperlukan dalam Laman Web ditanda dengan simbol berbentuk bintang adalah wajib. Jika anda tidak memberikan maklumat yang diperlukan, kami tidak akan dapat menghantar perkhidmatan atau produk kepada anda.

Kami telah menentukan Data Peribadi yang dikumpulkan dan maksud bagi kegunaannya:

- memproses pesanan anda bagi membolehkan bayaran anda diproses dan menghantar produk atau perkhidmatan yang diminta kepada anda: Kami memerlukan nama, alamat e-mel, nombor telefon (jika kami perlu berkomunikasi dengan anda mengenai pesanan anda), alamat pengeposan anda atau penerima perkhidmatan kami (jika berlainan daripada anda), tarikh lahir anda (kerana mengikut perundangan, kami perlu meminta maklumat tersebut sebelum membenarkan anda melawat Laman Web kami), maklumat pembayaran dan lain-lain. Ini juga diperlukan bagi urusan pentadbiran jualan kami.

  Kegunaan Data Peribadi ini bertujuan untuk menjalankan perjanjian yang dibuat bersama anda atau mematuhi tanggungjawab undang-undang, seperti cukai dan peraturan perakaunan.

- pendaftaran dan mewujudkan akaun di Laman Web kami: Sebelum anda membuat pembelian, anda akan diminta untuk membuat sebuah akaun dan memberikan kami nama log masuk dan kata laluan (untuk maksud pemprosesan akaun) dan alamat e-mel, nama pertama/ nama akhir, alamat bil, tarikh lahir (digunakan bagi maksud pengesahan dan pemprosesan pesanan anda). Sebuah akaun hendaklah diwujudkan untuk melakukan pembelian bagi menunjukkan persetujuan anda dengan kami. Anda boleh menguruskan maklumat dalam akaun anda sendiri dan melihat pembelian yang dilakukan sebelum ini.

- perkhidmatan pelanggan: kami memproses alamat e-mel atau nombor telefon anda (bergantung kepada kaedah anda menghubungi kami) untuk menjawab soalan dan/ atau isu yang telah dihantar melalui Laman Web, bagi pemulangan produk atau perkhidmatan kiriman lain yang dihantar kepada kami. Kami mendaftar permintaan anda, soalan dan maklum balas kami serta tindakan lain dalam mengendalikan permintaan anda.

- penghantaran surat berita, mesej dan/ atau e-mel yang mengandungi maklumat pemasaran, seperti maklumat mengenai produk kami dan/ atau perkhidmatan dan/ atau syarikat rakan kongsi yang berkaitan dan/ atau produk

dan/ atau perkhidmatan rakan kongsi perniagaan kami: jika anda melanggan surat berita dan/ atau mendaftar dan mewujudkan sebuah akaun di Laman Web kami atau menyertai mana-mana pertandingan atau acara atau mengikuti mana-mana Laman Sosial Media, kami akan menggunakan alamat e-mel yang diberikan untuk menghantar surat berita dan/ atau e- mel yang mengandungi maklumat pemasar. Jika anda telah memesan produk melalui Laman Web kami, kami juga akan menghantar surat berita untuk memaklumkan kepada anda mengenai produk serupa yang mungkin anda minati. Jika anda tidak lagi mahu menerima sebarang e-mel daripada kami, anda boleh memberhentikan langganan pada bila-bila masa dengan menggunakan fungsi memberhentikan langganan dalam setiap e-mel atau anda boleh menghubungi kami.

- Data Peribadi anda digunakan untuk memproses langganan anda, untuk menunjukkan persetujuan bersama, atau seperti dalam kepentingan yang sah untuk menghantar maklumat tentang produk kami kepada para pelanggan. Kami akan mengeluarkan e-mel anda daripada senarai apabila anda memilih untuk tidak lagi menerima surat berita dan/ atau e-mel mengenai maklumat pemasaran, kecuali ianya digunakan dan disimpan untuk maksud lain seperti yang tertulis dalam Dasar Privasi ini.

- pemasaran: maklumat tentang pembelian anda, carian dalam talian anda (klik dan pandangan), tetapan anda di Laman Web kami, barangan dalam troli beli-belah anda, permintaan perkhidmatan pelanggan anda dan sejarah perhubungan boleh kami kumpulkan. Maklumat ini membolehkan kami untuk mengunakan saluran berbeza untuk pengurusan perhubungan dan pemasaran bagi produk dan perkhidmatan kami kepada anda melalui e-mel dan/ atau surat berita dan/ atau pengiklanan dalam talian yang mungkin mengkhususkan kandungan dan tawaran supaya ianya bersesuaian dengan keutamaan. Kami mengukur keberkesanan kempen-kempen kami.

  Anda sentiasa boleh memilih untuk tidak menerima surat berita atau mel secara langsung untuk maksud pemasaran langsung (untuk maklumat lanjut tentang cara untuk melakukannya, baca perenggan di bawah mengenai hak anda).

  Data Peribadi ini digunakan dalam kepentingan yang sah untuk mempromosikan produk dan perkhidmatan kami kepada pelanggan serta pelawat Laman Web kami, untuk menarik lebih ramai pelanggan, untuk mempertingkatkan jualan produk dan perkhidmatan serta membiayai Laman Web kami (melalui iklan dalam talian). Kami akan mengekalkan Data Peribadi seperti yang dinyatakan dalam maksud berkaitan dengan Data Peribadi yang telah dikumpulkan (seperti surat berita, maklumat akaun, pemprosesan pesanan dan pembayaran).

- maklumat tentang lawatan anda dan kegunaan Laman Web kami: kami mengumpul maklumat tertentu apabila anda melayari Laman Web kami, seperti alamat IP anda, laman web yang anda lawati, nama komputer anda, jenis pelayar internet, klik dan pandangan. Kami juga mengawasi tentang cara anda menggunakan surat berita kami, halaman yang anda lihat dan bahagian yang anda baca supaya kami dapat menghasilkan surat berita mengikut keutamaan anda. Maklumat penggunaan anda dalam Laman Web dan perkhidmatan kami membolehkan kami membina segmen, iaitu kumpulan pelawat Laman Web atau pelanggan dengan beberapa ciri yang sama seperti umur, jantina atau kawasan. Kami juga akan memasukkan anda ke dalam salah satu segmen kami. Kami menggunakan segmen ini untuk menyesuaikan Laman Web dan sebagai contoh menukar susunan hasil carian atau menempatkan tawaran tertentu supaya kemungkinan untuk anda melihatnya lebih tinggi. Kami juga menggunakan segmen ini untuk pengiklanan dalam talian dan/ atau menghantar e-mel yang bersesuaian kepada anda.

  Data Peribadi ini digunakan dalam kepentingan yang sah untuk mempromosikan produk dan perkhidmatan kami kepada pelanggan serta pelawat Laman Web kami, untuk menarik lebih ramai pelanggan, untuk mempertingkatkan jualan produk dan perkhidmatan serta membiayai Laman Web kami (melalui iklan dalam talian).

- penyelenggaraan dan pengoptimuman Laman Web kami: Data Peribadi anda juga akan digunakan untuk penyelenggaraan dan analisis Laman Web kami untuk menyelesaikan isu-isu prestasi, meningkatkan ketersediaan dan untuk memastikan Laman Web terselamat terhadap penipuan (contohnya beberapa cubaan untuk log masuk atau membuat pembelian dan jika pembeliaan dibuat tidak menepati terma dan syarat kami, contohnya pembelian oleh individu bawah 21 tahun dan/ atau oleh orang Islam). Analisis ini juga membolehkan kami untuk melakukan semakan terhadap keberkesanan pesanan dalam talian bagi maksud penambah baikan, jika perlu. Kami menggunakan Data Peribadi bagi maksud ini dalam kepentingan yang sah.

- mengambil bahagian dalam aktiviti penyelidikan: Kami juga boleh meminta anda untuk mengambil bahagian dalam aktiviti penyelidikan seperti: tinjauan, perintis, panel, kumpulan sasar, dan aktiviti penyelidikan yang Bergantung kepada aktiviti penyelidikan yang dikendalikan, kami akan mengumpul set Data Peribadi yang berbeza.

- membenarkan anda untuk menyertai kempen, peraduan dan/ atau promosi-promosi lain: Data Peribadi anda seperti nama, alamat e-mel, alamat kediaman dan nombor telefon akan diproses untuk mengendalikan kempen, peraduan dan/ atau promosi lain yang ingin anda serta sebahagian daripada promosi ini mempunyai peraturan tambahan yang mengandungi maklumat tentang cara kami menggunakan dan menzahirkan Data Peribadi anda. Kami memerlukan maklumat ini untuk memproses penyertaan anda dan membolehkan pihak kami berkomunikasi mengenai hadiah atau penghantaran hadiah kepada anda.

- Analisis: Data Peribadi anda dan maklumat yang dikumpul melalui penggunaan cookies akan diproses untuk maksud analisis dan statistik. Kami memproses dan menganalisis maklumat ini untuk membantu kami menentukan daya maju perniagaan di lokasi tertentu. Tertakluk kepada jenis statistik yang diperlukan oleh kami, kami juga memproses maklumat ini untuk menjejaki bilangan pelawat yang telah melawati Laman Web kami daripada laman web rakan kongsi perniagaan kami.

Jika kami menggunakan Data Peribadi anda untuk maksud lain, kami akan memaklumkan kepada anda penggunaan lain ini secara berasingan.

Bagi sesetengah perkhidmatan dan maksud tertentu dalam Laman Web dan/atau Laman Sosial Media, anda perlu memberikan Data Peribadi kepada kami untuk membolehkan kami memproses pesanan anda atau menghantar surat berita atau maklumat lain kepada anda. Kami juga mengumpul maklumat tertentu apabila anda melawati Laman Web kami dan/atau Laman Sosial Media sebagai tambahan kepada maklumat yang perlu diberikan kepada kami.

Penggunaan Data Peribadi ini adalah untuk melaksanakan perjanjian kami dengan anda atau untuk mematuhi kewajipan undang-undang, seperti peraturan cukai atau perakaunan.

Anda sentiasa boleh memilih untuk tidak menerima surat berita atau mel terus dan anda sentiasa boleh membantah penggunaan Data Peribadi anda oleh kami untuk maksud pemasaran langsung (untuk maklumat lanjut mengenai cara untuk melakukannya, sila baca Perenggan 10 and 11 di bawah mengenai hak anda).

3. Bagaimana Kami Berkongsi dan/ atau Menzahirkan Data Peribadi Anda

Kami bukan dalam perniagaan untuk menjual Data Peribadi anda. Kami menganggap maklumat ini penting dalam hubungan kami bersama anda. Walau bagaimanapun, terdapat keadaan tertentu yang mungkin memerlukan kami untuk berkongsi Data Peribadi anda dengan pihak ketiga tanpa memberi notis lanjut kepada anda, untuk membantu kami memberikan perkhidmatan dan produk kepada anda dan menjalankan Laman Web kami ("Pihak Ketiga"). Pihak Ketiga ini adalah:

- Syarikat-syarikat kumpulan HEINEKEN dan pemilik jenama rasmi untuk produk HEINEKEN bagi maksud penyimpanan Data Peribadi yang telah diproses melalui Laman Web, disebabkan perkongsian sistem IT;
- pembekal perkhidmatan yang memerlukan data tersebut untuk memberikan kami perkhidmatan atau untuk (membantu kami) menyediakan atau menyampaikan perkhidmatan atau produk yang telah anda pesan di Laman Web (termasuk pembekal perkhidmatan penghantaran pihak ketiga kami) dan menyediakan perkhidmatan analisis data;
- rakan niaga bagi maksud kerjasama dalam aktiviti bersama;
- agensi pemulihan hutang bebas, peguam atau ejen lain yang bertujuan untuk mengumpulkan wang disebabkan hutang atau tunggakan pada akaun anda;
- sekiranya HEINEKEN menjual semua atau sebahagian aset atau saham syarikat kumpulan HEINEKEN yang menyebabkan Data Peribadi dipindahkan kepada pihak ketiga, Data Peribadi anda boleh diberikan kepada pihak ketiga tersebut.

Semua pihak ini mungkin terletak di Malaysia, negara-negara di kawasan Ekonomi Eropah atau tempat lain di serata dunia.

Kami juga mungkin perlu menyediakan Data Peribadi kepada badan-badan penguatkuasaan undang- undang bagi mematuhi kewajipan undang-undang atau perintah mahkamah.

4. Pemindahan Data Peribadi ke luar Malaysia

Data Peribadi anda juga mungkin perlu dipindahkan kepada Pihak Ketiga yang terletak di negara-negara di luar Malaysia. Ini mungkin berlaku jika Pihak Ketiga berada di luar Malaysia atau anda mengakses dan/ atau melayari Laman Web dari negara-negara di luar Malaysia. Dengan akses berterusan dan/ atau melayari Laman Web kami, anda bersetuju ke atas pemindahan tersebut.

Apabila Data Peribadi anda disimpan oleh kami di luar Malaysia kami akan memastikan tahap perlindungan Data Peribadi yang dipindahkan adalah mencukupi. Kami memerlukan pembekal perkhidmatan untuk menggunakan langkah yang sesuai untuk melindungi kerahsiaan dan keselamatan Data Peribadi.

5. Keselamatan Data Peribadi

Kami akan mengambil langkah-langkah teknikal, fizikal dan organisasi yang sewajarnya untuk melindungi Data Peribadi yang dikumpul menerusi Laman Web daripada penyalahgunaan atau kemalangan, pelanggaran undang-undang atau pemusnahan tanpa kebenaran, kehilangan, pengubahsuaian, penzahiran, pengambilan atau akses yang tidak sah, yang selaras dengan undang-undang privasi dan peraturan keselamatan data. Walau bagaimanapun, tiada laman lain yang berasaskan internet adalah 100% selamat dan kami tidak akan bertanggungjawab ke atas akses tanpa kebenaran dan akses yang tidak disengajakan di luar kawalan kami.

Laman Web kami mengandungi pautan ke laman web lain. Kami tidak bertanggungjawab ke atas amalan privasi, kandungan atau keselamatan yang digunakan oleh laman web lain, yang tidak tertakluk di bawah Dasar Privasi ini. Anda dinasihati untuk sentiasa membaca dasar privasi di laman web lain dengan teliti.

6. Penyimpanan Data Peribadi Anda

Kami akan menyimpan Data Peribadi anda selama yang diperlukan secara sah untuk memberikan anda perkhidmatan yang diperlukan atau untuk maksud lain yang tersenarai dalam Dasar Privasi ini. Data Peribadi tersebut akan, secara amnya disimpan selama 7 tahun selepas urusan terakhir anda dengan kami untuk mematuhi keperluan undang-undang tempatan Kami akan mengambil langkah yang sewajarnya untuk menghapuskan atau mengenalpasti semula Data Peribadi yang disimpan jika ianya tidak lagi diperlukan untuk maksud yang telah ditetapkan seperti di atas.

7. Cookies

Sebahagian besar maklumat yang dirujuk dalam Dasar Privasi ini dikumpulkan melalui penggunaan cookies atau teknik yang sama. Cookies adalah fail teks kecil yang mengandungi sedikit maklumat yang dimuat turun dan mungkin disimpan pada peranti pengguna anda, contohnya komputer, telefon pintar atau tablet. Teknik yang digunakan mungkin sama seperti cookies yang mengesan piksel, skrip Java, tanda dan lampu isyarat web. Cookies dan teknik yang sama ini adakalanya perlu untuk mengingati tetapan akaun anda, bahasa dan negara, tetapi juga membolehkan kami mengukur dan menganalisis aktiviti anda di Laman Web kami serta mempamerkan iklan yang tertentu di Laman Web kami atau di laman web pihak ketiga. Jika perlu, kami akan meminta kebenaran anda untuk menggunakan cookies.

Cookies dan maklumat yang diambil dari Cookies kami digunakan berdasarkan dengan kegunaan yang ditetapkan dalam Dasar Privasi ini, khususnya:

- untuk menyimpan dan mendapatkan semula kata laluan yang digunakan di Laman We Dengan kaedah ini, anda tidak perlu memasukkan semula maklumat setiap kali melayari Laman Web;
- untuk mengesan maklumat seperti kekerapan dan tempoh akses anda dan/ atau penggunaan Laman Web, aliran klik semasa anda melayari Laman Web dan membantu kami menentukan sama ada anda kembali melayari Laman Web daripada pautan internet atau iklan tertentu;
- untuk menganalisis profil pelawat dan pengguna bagi membantu kami untuk menyediakan akses yang lebih baik dan/ atau diguna untuk mempertingkatkan Laman Web;
- untuk mereka kandungan tertentu, baner dan promosi yang akan anda lihat di Laman Web; dan
- mengesan interaksi tanpa nama dengan pengiklanan dalam talian seperti memantau kekerapan iklan dipaparkan dan bilangan kliknya.

Kebanyakan cookies adalah “session cookies”, yang bermaksud ianya akan dipadamkan secara automatik daripada peranti anda di akhir sesi. Anda bebas untuk menolak cookies jika dibenarkan oleh peranti anda, dan anda mungkin tidak dapat mengakses atau menggunakan ciri-ciri tertentu di Laman Web.

8. Media Sosial

Anda boleh memilih untuk berkongsi maklumat di Laman Web kami menerusi media sosial, seperti Facebook, Instagram, Twitter, LinkedIn, Spotify atau YouTube, dan/ atau laman media sosial lain yang diselenggara oleh pemberi lesen kami (“Laman Media Sosial”). Ini bermaksud maklumat yang anda kongsi, dengan nama dan keutamaan, dapat dilihat oleh pengunjung laman peribadi anda. Kami menasihatkan agar anda membaca dasar privasi pihak media sosial kerana ianya digunapakai dalam pemprosesan Data Peribadi anda oleh pihak berkenaan.

Apabila anda berkongsi Data Peribadi dengan kami, atau apabila anda berinteraksi dengan kami melalui Laman Media Sosial, Data Peribadi yang dikumpul dan diproses mungkin berbeza bergantung kepada tetapan privasi dan keselamatan setiap individu yang tersedia pada akaun di Laman Media Sosial berkenaan. Untuk maklumat lanjut mengenai pilihan dan cara mengehadkan Data Peribadi yang diproses oleh Laman Media Sosial, sila layari dasar privasi setiap Laman Media Sosial tersebut.

Kami akan memproses Data Peribadi anda bagi maksud yang dinyatakan di atas.

9. Privasi Kanak-kanak

Laman Web ini tidak boleh dilayari oleh individu di bawah umur 21 tahun. Kami tidak akan mengumpul Data Peribadi tanpa pengetahuan daripada individu di bawah umur 21 tahun.

10. Hak Anda untuk Mengakses, Membetulkan, Memadamkan, Menyekat dan Memudah Alih Data

Anda berhak untuk meminta gambaran keseluruhan Data Peribadi anda yang telah diproses oleh atau bagi pihak anda. Anda berhak untuk memperbetul, memadam dan/ atau menyekat (dalam keadaan yang tertentu) data anda. Anda boleh menggunakan hak ini dengan menghubungi kakitangan berkaitan yang tersenarai di bawah. Untuk makluman, permohonan yang tidak memenuhi syarat-syarat yang telah ditetapkan oleh undang- undang yang terpakai atau garis panduan HEINEKEN akan diminta untuk mengeluarkan semula atau permohonan tersebut ditolak dan Data Peribadi tertentu mungkin dikecualikan daripada akses, pembetulan atau pemadaman mengikut undang-undang perlindungan data yang terpakai atau undang-undang atau peraturan lain. Kami akan mengekalkan Data Peribadi yang diperlukan mengikut undang-undang, contohnya pentadbiran jualan dan/ atau peraturan cukai dan perakaunan.

Anda berhak untuk menerima Data Peribadi yang anda berikan kepada kami di dalam format berstruktur, biasa digunakan dan boleh dibaca mesin, dan di dalam keadaan tertentu kami akan, pada permintaan anda, menghantar Data Peribadi anda kepada pengguna/pengawal data yang di lain di mana ini secara teknikal boleh dilaksanakan.

11. Hak Anda untuk Membantah

Anda juga berhak, dalam keadaan tertentu, untuk meminta kami memberhentikan pemprosesan Data Peribadi anda, tetapi jika kami mempunyai sebab yang kukuh, kami akan terus memproses Data Peribadi anda. Walau bagaimanapun, anda berhak untuk membantah penggunaan Data Peribadi anda bagi maksud pemasaran langsung, termasuk memprofil, dan jika anda berbuat demikian, kami akan memenuhi permintaan anda. Anda boleh menarik semula persetujuan yang telah anda berikan bagi penggunaan Data Peribadi anda tanpa memberi kesan ke atas kewajaran penggunaan Data tersebut sebelum penarikan anda. Jika anda kemudiannya menarik balik persetujuan anda untuk memproses Data Peribadi anda, sila ambil perhatian bahawa kami mungkin tidak boleh proses Data Peribadi anda untuk mana-mana maksud yang dinyatakan di dalam Perenggan 2.

12. Ketepatan dan Kesempurnaan Data Peribadi

Anda bertanggungjawab untuk memastikan bahawa maklumat dan/ atau Data Peribadi yang diberikan kepada kami adalah tepat, lengkap, dan tidak mengelirukan dan maklumat tersebut dikemaskini dari semasa ke semasa.

13. Kemas Kini

Kami akan meletakkan Dasar Privasi ini di bawah kajian dan mengemas kini dari semasa ke semasa. Sebarang perubahan ke atas Dasar Privasi ini akan dipaparkan di Laman Web kami dan jika perlu, akan dimaklumkan kepada anda.

14. Hubungi

Jika anda ingin menggunakan hak anda seperti yang tersenarai di atas, anda boleh menghubungi kami di Nama: Pegawai Privasi – HEINEKEN

Alamat: Sungei Way Brewery Lot 1135, Batu 9, Jalan Klang Lama, 46000, Petaling Jaya, Selangor

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E-mel: MY1-Privacy@heineken.com

Sila ambil perhatian bahawa kami boleh meminta pengesahan identiti.

Sekiranya anda mempunyai sebarang pertanyaan lain, bantahan penggunaan Data Peribadi anda atau aduan mengenai Dasar Privasi atau pengendalian Data Peribadi, anda boleh menghubungi pegawai Privasi di MY1-Privacy@heineken.com.

15. Bahasa

Dasar Privasi ini ditulis dalam Bahasa Inggeris dan juga Bahasa Malaysia. Sekiranya terdapat kandungan yang tidak selaras antara versi Bahasa Inggeris dan Bahasa Malaysia dalam notis ini, versi Bahasa Inggeris akan diguna pakai.