

WEBSITE TERMS & CONDITIONS OF USE

Effective Date: 30 March 2016

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All references to 'our', 'us', 'we' or 'company' within this policy and within the opt-in notice are deemed to refer to Namibia Breweries Ltd, its subsidiaries, affiliates and associates.

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4. Terms of Use and Acceptable Usage Policy Relating To Public Forums

The Site may contain interactive services, including, but not limited to, discussion groups, news groups, bulletin boards, chat rooms and blogs (collectively, "Public Forum"), which may allow you to post, transmit or submit information, including, but not limited to, writings, images, illustrations, audio recordings and video recordings. We may or may not actively monitor use of, or content or materials posted on, our Public Forums. Similarly, we may or may not exercise editorial control over the content of any Public Forum. As a result, you may be exposed to content on our Public Forums that is inaccurate, fraudulent or deceptive or that you find offensive or objectionable. Your use of Public Forums is at your own risk.

However, we reserve the right, but are not obliged, to monitor our Public Forums and to remove or alter any content, which we consider, in our sole discretion, constitutes a misuse of these rules. We may restrict, suspend or terminate your use of these services or the Site where, in our sole discretion, we believe that there has been such a misuse.

The following examples constitute misuse of our Public Forums:

- Using the services for any improper, unlawful or immoral purpose, causing any nuisance by your use of the services or causing the operation of the services to be jeopardised or impaired;

- Using the services to create, host or transmit (whether in a Public Forum or otherwise) any defamatory, offensive, or obscene material or engaging in activities which would cause offence to others on grounds of race, religion, creed or sex;
- Using the services to harm, or attempt to harm, minors in any way;
- Using the services to create, host or transmit any material that threatens or encourages bodily harm or the destruction of property or would constitute a criminal offence or give rise to civil liability;
- Using the services to create, host or transmit material which infringes the copyright, trademark, patent, trade secret, privacy, publicity or other intellectual property or proprietary rights of any other party;
- Using the services to create, host or transmit unsolicited advertising material to other users;
- Using the services to create, host or transmit any material that harasses another;
- Using the services to make false, misleading, deceptive or fraudulent offers to sell or buy products, items or services or to send chain letters or pyramid schemes and the like;
- Adding, removing or modifying identifying network header information or copyright management information including author names, publication dates or clearance agency names in an effort to deceive or mislead;
- Using the services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, our or a third party's security measures, computer software, hardware, electronic communication system, or telecommunications systems;
- Using the services to collect, or attempt to collect, personal information about third parties without their knowledge or consent or to engage in screen scraping, database scraping or any other activity with the purpose of obtaining lists of users or other data;
- Using the services for any activity which adversely affects the ability of other people or systems to use the services or the internet generally, including, without limitation, flooding and hacking;
- Reselling, repurposing or redistributing any Intellectual Property provided by us our contractors or our licensees without our prior written consent; or impersonating any person or entity or using a false name that you are not authorised to use.
- Encouraging, condoning or glamorising under-age drinking, drunk-driving or excessive consumption of alcoholic beverages
- Disclosing any personally identifiable information about yourself or any other party (e.g. telephone number, geographic address or any other information from which an individual's identity or contact information can be derived)
- Violating the terms of use associated with an Interfacing Site.

This list only serves to provide examples and is not meant to be an exhaustive list of the type of unacceptable uses of the Site or Public Forums that may result in the restriction, suspension or termination of your use of the Public Forums or of our Site. Due to the global nature of the Internet, users hereby agree to comply with all local rules regarding on-line conduct and acceptable content. Users also agree to comply with any applicable rules regarding the export of any data from any country.

Any content, information or material posted to a Public Forum ("Postings") will be deemed not to be confidential or secret. You understand that personal and other information (e.g., username, email address, phone number) that you post on or through Public Forums is generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. You should not include any personally identifiable information about yourself or any other person in any Postings. We reserve the right, but not the obligation, to remove any Postings that contain personally identifiable information. We shall not be liable for the use or misuse of any information or data, including personal information that you post on our Public Forums.

You represent and warrant that your Postings are original to you, do not infringe on another party's Intellectual Property rights, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory or otherwise unlawful, that no other party has any rights thereto, and that any "moral rights" in your Postings have been waived, and you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Postings (in whole or part) and / or to incorporate them in other works in any form, media, or technology now known or later developed for editorial, commercial, non-commercial, promotional or any other purpose.

We are not responsible for maintaining your Postings and we may delete or destroy them at any time.

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5. Materials submitted by you - Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by email, or in any other way. Any information or material submitted by you, and which has not been specifically requested by us, will be deemed not to be confidential, secret or proprietary. You agree that any information or materials submitted by you to the Site, whether ideas, creative concepts or other materials, in any format, including, but not limited to, writings, images, illustrations, audio recordings, and video recordings, may be used, reproduced and disclosed by us without restriction for whatever purpose we deem fit and without payment of any sum or acknowledgement of you as their source. You also warrant that any "moral rights" in posted

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6. Accounts and Security - We may enable you to establish an account with a username and password to access and use the certain areas of the Site, Public Forums and other services. You may not create an account unless you are of legal age to purchase alcohol in your country of residence and in the country in which you are accessing the Site. You shall provide us with accurate account information. You are responsible for maintaining the strict confidentiality of your account password, and you are responsible for any activity under your account and password. You agree to (a) immediately notify us of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us when you desire to cancel your account. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

7. NO WARRANTIES - THE SITE IS PROVIDED "AS IS" AND YOUR USE THEREOF IS AT YOUR OWN RISK. WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS, DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, TITLE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE FREE FROM VIRUSES, AVAILABLE, ACCESSIBLE, ERROR-FREE, UNINTERRUPTED OR THAT THE CONTENTS WILL BE ACCURATE. ALTHOUGH WE TAKE REASONABLE STEPS TO SECURE THE SITE, YOU ACKNOWLEDGE THAT THE INTERNET IS NOT A COMPLETELY SECURE MEDIUM AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, THAT ANY INFORMATION OR MATERIALS YOU POST ON OR TRANSMIT THROUGH THE SITE WILL BE SAFE FROM UNAUTHORISED ACCESS OR USE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

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9. Your responsibility - You should always verify any information set out in the Site with independent authorities before acting or relying on it. It is your responsibility to use virus-checking software on any material downloaded from the Site and to ensure the compatibility of such software with your equipment.

In circumstances where you provide us with information relating to any third parties, you warrant that you have received that third party's consent in relation to such disclosure and that the third party has been informed of, and agrees to, our Privacy Statement and the uses that we may make of such information.

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11. User Information - In the course of your use of the Site, you may be asked to provide personal information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to such User Information are set forth in the Site Privacy Statement, which Privacy Statement is incorporated into these Terms & Conditions by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

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No site may be linked to the Site or its pages without our prior written consent. We reserve the right to remove Linked Content from our Site or Interfacing Sites, to the extent we have such control, at any time, and for any reason, including violation of these Terms & Conditions or the applicable terms of use on the Interfacing Site.

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In addition to these Terms & Conditions, the Linked Content that is displayed on our Site, including your rights relating thereto, are subject to the applicable terms of use as set forth by the Interfacing Website.

13. Indemnity - You will indemnify us and our officers, directors, agents, employees and representatives, against any loss, damage or cost incurred by us arising out of your use of the Site, any of its services or any information accessible over or through the Site, including information obtained from Linked Sites, your submission or transmission of information or material on or through the Site or your violation of these Terms & Conditions, the terms of use of Interfacing Sites, or any other laws, regulations and rules. You will also indemnify us and our officers, directors, agents, employees, and representatives against any claims that information or material that you have submitted or will submit to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you hereby agree to cooperate fully with us in any such defences.

14. Restriction, Suspension and Termination - We may restrict, suspend or terminate your access to the Site and/or your ability to avail of any of the services on the Site, including interactive services, if we believe that you have breached these Terms & Conditions at any time. Any such restriction, suspension or termination will be without prejudice to any rights that we may have against you in respect of your breach of these Terms & Conditions. We may also remove the Site as a whole or any sections or features of the Site at any time. Please note that we have the ability to trace your IP address and if necessary contact your ISP in the event of a suspected breach of these Terms & Conditions.

15. Entire Agreement - These Terms & Conditions, including our Privacy Statement, constitute the entire agreement between you and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements and understandings of any sort whatsoever between us. To the extent that software is available through the Site, such software may be subject to a license agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such license agreements. The failure by us to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or

provision. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect. We may cede assign or otherwise transfer our rights and obligations in terms of these standard terms and conditions to third parties.

16. Copyright and IP Agent for Namibia - We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of the alleged infringing activity and where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorised by you, the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

Copyright Agent:

Ohlthaver & List Group of Companies, 7th floor - South Block, Alexander Forbes House. 23-33 Fidel Castro Street, Windhoek. Attention: Digital Marketing Manager, telephone number: +264-61-2075111, webmaster@ol.na

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18. Law and Jurisdiction - These Terms & Conditions, including the Privacy Statement and any matter relating to the Site, shall be governed by Namibian law without regard to its conflict of law rules. Any legal proceeding arising out or relating to these Terms & Conditions that is against or relating to us or any indemnified party will be subject to the exclusive jurisdiction of the courts in the Republic of Namibia, and you hereby irrevocably consent to the jurisdiction of such courts. We may approach other courts of competent jurisdiction whilst submitting expressly and specifically to the courts of the Republic of Namibia.

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