

# TERMS AND CONDITIONS

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Thank you for visiting our website (the "Website"), which is owned and provided by Anheuser-Busch (including its affiliates, "Anheuser-Busch"). Your use and access of the Website is governed by and subject to the following terms and conditions. If you do not agree to these terms, or if you do not agree with our Privacy Policy, which is available by clicking here, please do not use the Website or any services offered by the Website. **BY ENTERING ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THIS WEBSITE, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS AND REPRESENT AND WARRANT THAT YOU ARE TWENTY-ONE (21) YEARS OLD OR OLDER. IF YOU DO NOT AGREE TO THESE TERMS OR YOU ARE YOUNGER THAN TWENTY-ONE (21) YEARS OLD, DO NOT USE THIS SITE.**

**Member Accounts**—In order to use certain features of the Website, you may need to create an account ("Account"). If the Website requires you to create a User Account, you may never use another User's Account without permission. All content posted by you via your User Account must comply with the Beer Institute Advertising and Marketing Code.

**Intellectual Property Ownership**—Unless otherwise noted, all text, content and documents on the Website, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Website, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Website (the "Content") are owned by Anheuser-Busch (or its affiliates) or used with permission or under license from a third party (hereinafter collectively referred to as the "Owner") and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between Anheuser-Busch and you, all right, title and interest in and to the Content will at all times remain with Anheuser-Busch and/or its Owners. All brand names, product names, titles, slogans, logos,

or service names and other marks used on the Website, are registered and/or common law trade names, trademarks or service marks of Anheuser-Busch.

**Limited Use; Restrictions on Use**—You are permitted to use the Content and/or any services and products on the Website for lawful purposes as provided in the Terms of Use only; any other use or misuse of any Content is strictly prohibited. Anheuser-Busch grants you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use the Content, without right to sublicense, under the following conditions: you shall not, without Anheuser-Busch's express written consent: (a) copy, retransmit, modify, disseminate, display, perform, reuse, re-post, broadcast, circulate, or otherwise distribute the Content, or modify or re-use all or part of the Content, (b) use any tradename, trademark, or brand name of Anheuser-Busch in metatags, keywords and/or hidden text, (c) create derivative works from the Content or commercially exploit the Content, in whole or in part, in any way, and (d) use the Website, the Content, and/or any portion thereof, in any manner that may give a false or misleading impression, attribution or statement as to Anheuser-Busch, the Owner, or any third party referenced therein. Anheuser-Busch reserves all other rights. You shall not alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Content. Except as expressly provided herein, nothing on the Website shall be construed as conferring any license under Anheuser-Busch's and/or its Owner's intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, Anheuser-Busch may revoke any of the foregoing rights and/or your access to the Website, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

**Social Media Sites and Third Party Links**—From time to time, the Website may include features and functionality that allow you to interact with other sites that are not under our control ("Linked Site"), including various social media websites ("Social Media Sites"). Anheuser-Busch provides these features, functionality and links to you only as a convenience and does not endorse any Linked Sites or Social Media Sites. Anheuser-Busch is not responsible for the contents or transmission of any Linked Site or Social Media Site or for the terms of use or privacy practices of any Linked Site or Social Media Site. You should carefully read the policies of any site you visit. Also, in the event that you use any Social Media Site to comment upon Anheuser-Busch or any of its products, you agree that you will always clearly and conspicuously disclose any material connection you have with Anheuser-Busch (if any) or any consideration you may receive from Anheuser-Busch in connection with your comment (if any). Under no circumstances are you authorized to make any claim regarding Anheuser-Busch or any of its products on any Social Media Site regardless of any material connection you may have with Anheuser-Busch or your receipt of any consideration. **IF YOU MAKE ANY CLAIM REGARDING Anheuser-Busch OR ANY OF Anheuser-Busch'S PRODUCTS ON A SOCIAL MEDIA SITE IN VIOLATION OF THE FOREGOING, YOU, AND NOT Anheuser-Busch, SHALL BE THE SOLE AUTHOR OF SUCH CLAIM AND SHALL BE SOLELY LIABLE THEREFORE.**

**Submitted Ideas**—While Anheuser-Busch appreciates your interest, we expressly request that you do not submit any ideas or information except via the website available at [www.ab-ideas.com](http://www.ab-ideas.com). All submitted ideas will be subject to the policies published at [www.ab-ideas.com](http://www.ab-ideas.com). We ask that you never submit an idea that you consider to be confidential and/or

proprietary. If you chose to ignore this request and submit any ideas or information other than via [www.ab-ideas.com](http://www.ab-ideas.com), please be aware that, except with respect to your personally identifiable information, (which is governed by our Privacy Policy), all comments, suggestions, ideas, notes, drawings, concepts, or other information disclosed or offered to us by you through the Website shall be deemed to be non-confidential and non-proprietary and shall become the exclusive property of Anheuser-Busch. Further, you understand and acknowledge that Anheuser-Busch employs both internal and external resources which may have developed or may in the future develop ideas identical or similar to your suggestions and that Anheuser-Busch is only willing to consider the suggestion on these terms. In any event, you acknowledge and agree that Anheuser-Busch assumes no obligation of confidentiality or nondisclosure, express or implied by considering your suggestion. Without limitation, Anheuser-Busch shall exclusively own, and you hereby irrevocably transfer and assign to Anheuser-Busch, all now known or hereafter existing rights in and to the suggestion, and Anheuser-Busch shall be entitled to unrestricted use of the suggestion for any purpose whatsoever, commercial or otherwise without any form of compensation.

- **Community Guidelines**—Anheuser-Busch shall monitor the Community Forums on a regular basis for compliance with the Beer Institute Advertising and Marketing Code and for any readily apparent violations of these Terms of Use or illegal content. Notwithstanding the foregoing, you acknowledge that Anheuser-Busch is under no obligation to edit or modify any information available in a Community Forum or decide any dispute or disagreement between posters and shall have no liability to you for any content posted in a Community Forum.

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- You acknowledge that any opinions, statement, recommendation, offers, advice or other information presented or disseminated on the Community Forums are those of their respective authors who are solely responsible and liable for their content. Anheuser-Busch reserves the right, in its sole discretion, to refuse to post or remove any material submitted or posted on the Community Forums.

- By using this site, you: (a) direct Anheuser-Busch to store any comments, images, or other content that you submit ("Submissions") on our servers and systems solely at your instruction, if applicable, (b) grant Anheuser-Busch an unlimited, perpetual, royalty-free, sub-licensable, transferable and irrevocable license to use, modify, or adapt the Submissions for any purpose whatsoever, including but not limited to incorporating the submission into Content that may be commercial in nature. In addition, since information on this site is public and for every user to access, you acknowledge that you do not have any expectation of privacy in relation to your Submissions. Finally, you are expressly prohibited from submitting any of the following ("Prohibited Submissions"):

- Any Submission that promotes drinking and driving or irresponsible consumption of alcohol, disparages competitive products, is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, racially offensive, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Any Submission that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, material that depicts child-pornography, acts of violence, drug use or would violate the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- Any Submission that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Any Submission that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Viruses, spyware, trojans, corrupted data or any other harmful, disruptive or destructive files; or
- Any Submission that in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Anheuser-Busch or its affiliates or its users to any harm or liability of any type.

**No Archive**—Even if this Website includes features and functionality that permit you to upload certain Submissions to our services or systems, this Website is not and shall not function as an archive. Anheuser-Busch shall have no liability to you or any other person for loss, damage, or destruction to your Submission. You shall be solely responsible for maintaining independent archival and backup copies of any Submission.

**United States Only**—By using the Website, you agree and acknowledge that the Website is hosted in the United States. If you are attempting to access the Website from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of this Website, which is governed by U.S. law, this Terms of Use, and the Anheuser Busch Privacy Policy, you are transferring your personal information to the United States and you consent to (a) such transfer, (b) the application of the laws of the United States and/or the State of Missouri with respect to any dispute arising from or related to the Privacy Policy and/or your use of the Website, other than such rules, regulations, case law, and/or international treaties that would result in the

application of the laws of a jurisdiction other than the United States or the State of Missouri, and (c) the exclusive jurisdiction of the courts of the United States and the State of Missouri. Any claim or dispute between you and Anheuser-Busch that arises in whole or in part from your use of the Website or in connection with the Privacy Policy shall be decided exclusively by a court of competent jurisdiction located in St. Louis, Missouri, U.S.A.

**Disclaimers**—Anheuser-Busch reserves the right to change any part of the Website at anytime without notice, subject to the “NOTICE” provision set forth below.

**Limitation of Liability**—Neither Anheuser-Busch, its affiliates, nor any of their respective officers, directors, agents or other representatives will be liable for any damages, direct, indirect, incidental, consequential, special, or punitive, including, without limitation, loss of data, income, profit or goodwill, loss of or damage to property and claims of third parties arising out of your access to or use of the Website or arising out of any action taken in response to or as a result of any Content or other information available on the Website, however caused, whether based on breach of contract, tort, proprietary rights infringement, product liability or otherwise—except in the event Anheuser-Busch fails to take commercially reasonable security precautions as described in our **Privacy Policy** or is otherwise negligent. The foregoing shall apply even if Anheuser-Busch was advised of the possibility of such damages. If you become dissatisfied in any way with the Website Terms of Use or Privacy Policy, your sole and exclusive remedy is to stop your use of the Website and its services. You hereby waive any and all claims against Anheuser-Busch and its affiliates, agents, representatives and licensors arising out of your use of the Website—except in the event Anheuser-Busch fails to take commercially reasonable security precautions as described in our **Privacy Policy** or is otherwise negligent.

**Digital Millennium Copyright Act**—Anheuser-Busch is committed to respecting and protecting the legal rights of copyright owners. As such, Anheuser-Busch adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 *et seq.*). If you believe any of the Content infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a "DMCA Takedown Notice"). To be valid, a DMCA Takedown Notice must (i) be provided to Anheuser-Busch's designated agent, ("Copyright Agent"), as set forth below, and (ii) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;

- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Anheuser-Busch's Copyright Agent to receive DMCA Takedown Notices is: email: trademarks@anheuser-busch.com. For clarity, only DMCA Takedown Notices should go to the Copyright Agent; any other feedback, comments, online purchases or other communications should be directed to the applicable customer service links posted on the Website. You acknowledge that in order for Anheuser-Busch to be authorized to takedown any Content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

**No Framing; Links; Third Party Sites**—Framing, in-line linking or other methods of association with the Website are expressly prohibited without prior written approval from Anheuser-Busch.

**Ability to Accept Terms of Use**—You affirm that you are more than 21 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms of Use, and to abide by and comply with the Terms of Use.

**Assignment**—The Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Anheuser-Busch without restriction.

**Notice**—From time to time, Anheuser-Busch may revise these Terms of Use. To help you stay current of any changes, Anheuser-Busch takes the following two steps: (1) Anheuser-Busch notes the date the Terms of Use was last updated below and (2) when Anheuser-Busch makes a change to the Terms of Use, Anheuser-Busch posts conspicuous announcements of such changes on the Website next to the link to these Terms and Conditions. Your use of the Website following the posting of any revised Terms of Use shall be deemed acceptance of the revised policy. Anheuser-Busch strongly recommends checking Terms of Use periodically. If, and only if, Anheuser-Busch makes revisions to the Terms of Use that result in a material lessening of the restrictions on Anheuser-Busch's use or disclosure of your Personal Information, Anheuser-Busch will make a commercially reasonable attempt to obtain your consent before implementing such revisions with respect to such Personal Information.

**Miscellaneous**—Anheuser-Busch's failure to enforce any provision of the Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision. A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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