

BEERWULF SUBSCRIPTION PROGRAM

TERMS OF SERVICE

1. INTRODUCTION

- 1.1. Welcome to the subscription program (**'Program'**) which has been created by and is operated by Beerwulf B.V. (with **'we'**, **'we'**, **'us'** and **'our'** referred to as Beerwulf B.V). These terms of service (**'Terms'**) apply to your participation in the program and your purchases of products (**'Products'**) listed on our website, which can be located at <https://www.beerwulf.com/en-gb> (**'Website'**).
- 1.2. By participating in the Program you declare that you accept these Terms and agree to be bound by them. If you do not agree to the Terms, you may not participate in the Program.
- 1.3. Before you join the Program you will be asked to register and agree to these Terms. Please read these Terms carefully. As a participant of the Program, these Terms constitute a binding legal agreement between us and you and governs your participation in the Program. If you do not accept these Terms or if you are unwilling to register, you will not be able to join the Program. These Terms must be read together with the Website terms and conditions.
- 1.4. We reserve the right to amend these Terms at any time, and any such amendment shall be effective immediately upon the uploading of the amended Terms on the Website. You are therefore advised to regularly read the Terms for possible changes.
- 1.5. No alcohol may be sold to persons under the age of 18. We have built several age checks into the ordering process to ensure that we comply with our legal obligations. We reserve the right to refuse or cancel your order at any time if we have reason to suspect that you, or the recipient of the Products, do not meet the legal minimum age requirement.

2. SUBSCRIPTION ACCOUNT

- 2.1. You are able to sign up to our subscription offering by either creating an account with us or through your existing account on our Website.
- 2.2. During this process, you will be asked to provide us with the following information-
 - (i) Full Name;
 - (ii) Email Address;
 - (iii) Billing Address;
 - (iv) Delivery Address; and
 - (v) Payment Details.
- 2.3. You will only be entitled to create 1 account.
- 2.4. During the term of your subscription you can amend or cancel your subscription (in accordance with these Terms) in the "My account" section on the Website. You are responsible for the accuracy of your details and you must at all times give notice of any change of these details via the Website. Any consequences resulting from the presence of incorrect details provided to us, such as non-receipt or late receipt of the Products are for your own account. We do not accept any liability for this.

- 2.5. In accordance with these Terms, under your “My Account” tab you are also able to do the following in relation to your subscription-
- (i) Change your delivery address;
 - (ii) Change your billing address;
 - (iii) Update your billing payment details; and/or
 - (iv) Cancel your subscription.
 - (v) Change your subscription.

3. SUBSCRIPTION OFFERINGS

- 3.1. As part of our Program, we have created 6 product offerings which you may choose to subscribe to-

“Heineken & Birra Moretti”

- (i) This option consists of 8 SUB kegs consisting of the following brands:
 - a. 4 x Heineken; and
 - b. 4 x Birra Moretti Baffo d’Oro.
- (ii) The 8 SUB kegs referred to in this plan above are not exchangeable for other brands.
- (iii) For this option, you may choose to take delivery on a monthly or bi-monthly basis.
- (iv) You may also choose to opt for the 3-delivery option known as the “Heineken & Birra Moretti 3-delivery SUB Plan” consisting of the same contents, but The SUB being a mandatory add-on. This is available on a monthly and bi-monthly plan, which will continue to auto-renew for an additional 3 deliveries until cancelled.

“Mixed 4-Keg Plan”

- (i) This option consists of 4 x SUB kegs which are randomly selected each month.
- (ii) For this option, you may choose to take delivery on a monthly basis only.

“SUBscribe & Save - Heineken”

- (i) This option consists of 8 x SUB kegs of Heineken.
- (ii) The 8 SUB kegs referred to in this plan above are not exchangeable for other brands.
- (iii) For this option, you may choose to take delivery on a monthly or bi-monthly basis.

“SUBscribe & Save - Amstel”

- (i) This option consists of 8 x SUB kegs of Amstel.
- (ii) The 8 SUB kegs referred to in this plan above are not exchangeable for other brands.
- (iii) For this option, you may choose to take delivery on a monthly or bi-monthly basis.

“SUBscribe & Save – Birra Moretti Baffo d’Oro”

- (i) This option consists of 8 x SUB kegs of Birra Moretti Baffo d’Oro.
- (ii) The 8 SUB kegs referred to in this plan above are not exchangeable for other brands.
- (iii) For this option, you may choose to take delivery on a monthly or bi-monthly basis.

“SUBscribe & Save – Birra Moretti Baffo L’Autentica”

- (i) This option consists of 8 x SUB kegs of Birra Moretti L’Autentica.

- (ii) The 8 SUB kegs referred to in this plan above are not exchangeable for other brands.
 - (iii) For this option, you may choose to take delivery on a monthly or bi-monthly basis.
 - (iv) You may also choose to opt for the 3-delivery option known as the “Birra Moretti L’Autentica 3-delivery SUB Plan” consisting of the same contents, but The SUB being a mandatory add-on. This is available on a monthly and bi-monthly plan, which will continue to auto-renew for an additional 3 deliveries until cancelled.
- 3.2. You are also able to include the addition of The SUB Beer Tap for an additional cost with your first SUBscription delivery. Some plans include The SUB as a mandatory add-on, which is highlighted in clause 3.1. This can be done within the checkout at the time of signing up. All other terms and conditions and warranty conditions remain applicable to this add-on.
- 3.3. All of our Subscription options entail six deliveries over the course of 6 or 12 months (**‘Subscription Period’**). Apart from in the instance of “Birra Moretti L’Autentica 3-delivery SUB Plan” and “Heineken & Birra Moretti 3-delivery SUB Plan” which includes three deliveries over the course of 3 or 6 months depending on whether monthly or bi-monthly is selected.
- 3.4. At the end of the Subscription Period-
- (i) You may elect to cancel your subscription;
 - (ii) If you do not cancel your membership, your subscription will automatically be renewed for a further Subscription Period. You will however be notified (at the time of your final subscription payment) that your subscription is about to be renewed.
- 3.5. If you choose to cancel your subscription during the Subscription Period, this will only come into effect once we have received the final payment due in terms of your selected subscription option.
- 3.6. Once you have selected your subscription option you will receive an email from us confirming this.

Heineken & Birra Moretti option	SUBscribe & Save – Heineken, Amstel, Birra Moretti Baffo d’Oro or Birra Morreti L’Autentica	3-delivery SUB Plan – Heineken & Birra Moretti Baffo d’Oro or Birra Morreti L’Autentica	Mixed 4-Keg Plan – 4 surprise kegs
6 deliveries over 6 or 12 months, as selected	6 deliveries over 6 or 12 months, as selected	3 deliveries over 3 or 6 months	6 deliveries over 6 months

4. SUBSCRIPTION PAYMENT

- 4.1. You can elect to have the subscription fee (**‘Fee’**) directly debited from your account or you can pay via recurring credit card payment.
- 4.2. Your first payment will be due at the time that you sign up for the subscription and will reoccur either every month or every 2 months (depending on your selection) on the same day of the next month that your initial payment was made, depending on the calendar month. For example if you subscribe on 1 October 2020, your next billing date will be 1 November 2020. The same rule is applied for the 2 month Subscription Period.

- 4.3. You must ensure that your bank account has sufficient funds and is not blocked for any reason. The payment is executed on behalf of us or another company designated by us. If you do not fulfil your payment obligation, we are entitled to refuse to send you any Products and to cancel your subscription.
- 4.4. All payment orders are processed through a third party payment service provider. These payment orders are subject to the terms and conditions of the relevant provider.
- 4.5. By using a credit or debit card when paying for an order, you declare that the 'card' used is your property.
- 4.6. All cardholders are verified and the issuer of the card is asked for authorization. If your card issuer does not authorise payment to us, we will not be able to accept your order. In that case, we cannot be held liable for any delay or non-delivery.
- 4.7. If you do not meet your payment obligations for the subscription, we will send you a notice of default. If you fail to pay the claim after receiving our notice of default, we may assign the claim to a collection agency. The fees charged by the collection agency will be for your account.

5. SUBSCRIPTION FEES

- 5.1. We may from time to time amend the Fees without prior notice to you. We will however try to notify you 3 months before, but we do not guarantee this time period. The Fees that have already been paid, or will be paid for the set 6 or 12 months, will not be increased but may be increased during the next Subscription Period.
- 5.2. If for whatever reason we are unable deduct your Fees from your account after the first attempt, you grant us permission to try and process the deduction several more times over the following 7 days after which we will deem the transaction to be unsuccessful.

6. TERMINATION

- 6.1. We reserve the right to cancel your subscription for any reason, within our sole discretion. We are entitled to terminate the subscription at any time and for any reason including, but not limited to, future deliveries without stating reasons. In that case you will receive the remaining Products for which you have already paid.
- 6.2. Should there be any extenuating circumstances that fall outside of these Terms which could reasonably result in the termination of the subscription, we reserve the right to make a decision, within our sole discretion, on a case by case basis.

7. PROMOTIONS

- 7.1. In the case of a promotion, please refer to the FAQ section of the website for a more detailed explanation on any short-term promotions. If you are using a promotional discount code then only one can be used unless stated.

8. FAIR USE POLICY

These Terms apply to customers purchasing our Products, who are not acting for purposes in connection with any business, company, trade or professional activities. Our Products are

therefore not intended for resale purposes. Should it come to our attention that you are not complying with this provision, we reserve our rights to take action against you.

9. GENERAL

- 9.1. If for any reason we are unable to fulfil our subscription obligations, we will contact you either by email or telephone in order to make alternative arrangements. If we are unable to fulfil your order because the Products are not available, we will offer you an alternative Product or will let you know when the requested Products are expected to be back in stock. It is entirely up to you to decide whether you agree with any suggestions for alternative Products. Your decision in no way affects your right to cancel your subscription in accordance with these Terms.
- 9.2. You acknowledge that all transactional data derived from your use of the Website and Program may be shared by us with the broader HEINEKEN Group in order to fulfil and improve the Services offered to you.
- 9.3. All other provisions of these Terms apply as well as the Website terms and conditions and our Privacy Policy.
- 9.4. The invalidity or unenforceability for any reason of any of these Terms shall not prejudice or affect the validity or unenforceability of the remaining parts and each part of Terms is distinct and at all times severable from the rest of these Terms.
- 9.5. Nothing in these Terms shall be construed to create a relationship, partnership and/ or agency between you and us.
- 9.6. Any indulgence on the part of us in respect of any breach of any of the Terms by you shall not constitute a waiver in respect of any such breach or any subsequent breach whether of the nature of otherwise.
- 9.7. These Terms shall be governed by and interpreted in accordance with the laws of the Netherlands (Dutch law). Legal proceedings may be brought before the Court of Amsterdam.

10. COMPANY DETAILS

Should you need to contact us for any reason in relation to these Terms, please use the following contact details:

Full name	Beerwulf B.V.
Chamber of Commerce number	67422020
Address	Westeinde 16, 1017 ZP Amsterdam, the Netherlands
Telephone	0808 189 9853
Email	service@beerwulf.com