GENERAL TERMS AND CONDITIONS AND TERMS OF USE OF THE WEBSITE

Effective date: 25 May 2018

This website (the “Site”) is maintained and operated by VP Brands International AD. Any use by you of the Site operated by VP Brands International AD is subject to your acceptance of these Terms of Use and the Privacy and Cookie Policy. We reserve the right to amend these Terms of Use at any time, without notice and at our discretion. You are responsible for checking this page periodically for updates to these Terms, which take effect upon publication. See the section below for a summary of updates. Your continued use of the Site will be deemed acceptance of these Terms, including our Privacy and Cookie Policy. We reserve the right to modify, add or discontinue any part or functionality of the Site at any time. We may also restrict your access to parts of the Site or the entire Site without prior notice or liability.

This Site is intended solely for persons who are of legal age to purchase alcohol both in their country of residence and in the country from which they access the Site. If you do not meet these requirements, you may be violating applicable laws or regulations in your country of residence or the country from which you access the Site and must therefore leave the Site immediately.

You can restrict access to this Site by using content-filtering software or changing your computer settings.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE LEAVE THE SITE IMMEDIATELY.

Any reference to “our”, “us”, “we” or the “company” in this document and in the participation consent notice shall be deemed to refer to VP Brands International AD.

1. Rights

All rights in all materials and content on this Site (including, without limitation, text, images, web pages, audio, software (including code, interface and Site structure), video, and the appearance, features, design and compilation of the Site) are owned by us. You agree that you may use these materials and/or content only as provided in these Terms of Use.

2. Intellectual Property

Unless otherwise indicated, all rights in all materials and content on this Site (including, without limitation, text, images, web pages, audio, software (including code, interface and Site structure), video, and the appearance, features, design and compilation of the Site) are owned by us. You agree that you may use these materials and/or content only as provided in these Terms of Use or as expressly authorized by us in writing, and that you may not copy, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, link, merge, share or make such materials or content available to others, or create derivative works from them.

3. Restrictions on Use

Except as expressly permitted by law or by us, you may not reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, link, merge, share or make such materials available to others, create derivative works from them, or use them for commercial purposes without our prior written consent.

4. Terms of Use and Public Forum Use Policy

This Site may contain discussion groups, newsgroups, bulletin boards, chat rooms and other interactive services (collectively, "Message Areas"). We may or may not actively monitor the use of our Message Areas or the content or materials posted in them. Similarly, we may or may not exercise editorial control over the content of any Message Area. Consequently, you may encounter content in our Message Areas that is inaccurate, false or deceptive, or that you find offensive or objectionable. Your use of the Message Areas is at your own risk.

Nevertheless, we reserve the right, but not the obligation, to monitor our Message Areas and remove or modify any content that, in our discretion, constitutes misuse of a Message Area. We may restrict, suspend or terminate your use of these services or the Site if we believe such misuse has occurred.

The following are examples of misuse of our Message Areas:

- using the services for an inappropriate, unlawful or immoral purpose, causing inconvenience through your use of the services, or disrupting the operation of the services;
- using the services to create, arrange or transmit (whether in a Message Area or otherwise) defamatory, offensive or obscene material, or engaging in activities that may offend others on the grounds of race, religion, belief or sex; using the services to harm or attempt to harm minors in any way;
- using the services to create, arrange or transmit material that threatens or encourages bodily harm or destruction of property, or that would constitute a criminal offence or give rise to criminal liability;
- using the services to create, arrange or transmit material that infringes another party's copyright, trademark, patent, trade secret, privacy, publicity or other intellectual property or proprietary rights;
- using the services to create, arrange or transmit unsolicited material to other users;
- using the services to create, arrange or transmit material that insults other persons;
- using the services to make false, misleading, deceptive or fraudulent offers to sell or purchase products, goods or services, or to send chain letters, pyramid schemes and similar communications;
- adding, removing or modifying header information identifying a network or copyright management information, including authors' names, publication dates or agency names, in an attempt to deceive or mislead;
- using the services to gain or attempt to gain access to other persons' accounts, or to breach or attempt to breach our security measures or those of others, computer software, hardware, electronic communications systems or telecommunications systems;

- using the services to collect or attempt to collect personal information about third parties without their knowledge or consent, or engaging in screen scraping, database scraping or any other activity aimed at obtaining user lists or other data;
- using the services for activities that adversely affect the ability of other persons or systems to use internet services, including, without limitation, flooding and hacking;
- reselling, redirecting or redistributing services provided by us or our contractors without our prior written consent; or impersonating a person or entity or using a false name that you are not authorized to use;
- encouraging, condoning or glorifying underage drinking, drink-driving or excessive consumption of alcoholic beverages;
- disclosing information that may identify you or another person (such as a telephone number, physical address or other information from which a person's identity or contact details may be determined); violating the terms and conditions of linked websites.

This list is illustrative only and is not an exhaustive list of unacceptable uses of the Message Areas that may result in restriction, suspension or termination of your use of our Site's Message Areas. Given the global nature of the internet, users agree to comply with all local rules concerning online conduct and acceptable content. Users also agree to comply with any applicable rules governing the export of data from any country.

All posts you make are considered non-confidential and public. You understand that personal and other information (for example, your username, email address or telephone number) that you post in public forums is publicly accessible and may be collected and used by others, potentially resulting in unsolicited messages or contacts from third parties. Avoid including any information that could identify you or anyone else in your posts. We reserve the right, but assume no obligation, to remove posts containing personal information. We are not responsible for the use or misuse of any information, including personal information, that you post in our public forums.

You represent and warrant that your posts are original, are not obscene, malicious, discriminatory, defamatory or otherwise unlawful, that no other party holds rights in them, and that any "moral rights" in your posts have been waived. You grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive, fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such posts (in whole or in part), and/or incorporate them into other works in any form, medium or technology now known or developed in the future.

We are not responsible for retaining your posts and may delete them at any time.

CONTENT, INFORMATION AND MATERIALS POSTED BY USERS IN MESSAGE AREAS ARE NOT ENDORSED BY US. YOU ARE RESPONSIBLE FOR EVALUATING AND VERIFYING THE ACCURACY OF INFORMATION PROVIDED BY OTHER USERS IN OR THROUGH MESSAGE AREAS. Opinions expressed in Message Areas do not necessarily reflect our opinions. Any statements, advice and opinions provided by participants are those of the respective participants. We are not responsible for any statements, advice, opinions or other content or materials in Message Areas. You release us from liability and claims for compensation of any kind relating to or arising from conversations with other users of the Site.

5. Linked Websites

You acknowledge and agree that we are not responsible for information provided by websites to which you may link from this Site ("Linked Websites").

Links to Linked Websites do not constitute endorsement of or association with such websites or the content, products, advertisements or other materials presented on them. We do not control, edit or monitor these Linked Websites. You acknowledge and agree that we are not liable, directly or indirectly, for any damage, loss or expense caused or allegedly caused by or in connection with the use of or reliance on any content, goods or services available on such Linked Websites.

Links to Linked Websites do not constitute endorsement of or association with such websites or the content, products, advertisements or other materials presented on them. We do not control, edit or monitor these Linked Websites. You acknowledge and agree that we are not liable, directly or indirectly, for any damage, loss or expense caused or allegedly caused by or in connection with the use of or reliance on any content, goods or services available on such Linked Websites.

We reserve the right to remove linked content from our Site or Linked Websites, to the extent within our control, at any time and for any reason, including under these Terms and Conditions and the terms of use of the Linked Website.

When using the Site, you may be asked to create an account on a Linked Website. As these are websites over which we have no control, we accept no responsibility for the information they collect, whether a username, email address or other information. If you are unable to create an account on a Linked Website, you may not be able to access the full functionality of the Site.

In addition to these Terms and Conditions, content from Linked Websites displayed on our Site, including the rights governing that content, is also subject to the respective Linked Website's Terms of Use.

6. Materials Submitted by You

Unless expressly requested, we do not wish to receive any confidential, secret or private information or other materials from you through the Site, any of its services, by email or otherwise. Any information or materials submitted by you that we have not expressly requested will not be treated as confidential, secret or private. You agree that any information or materials you submit to this Site, including ideas, creative concepts or other materials, may be used, reproduced and disclosed by us without restriction for any purpose we consider appropriate, without payment or acknowledgment of you as the source. You also agree that any "moral rights" in submitted materials have been irrevocably waived by their respective authors. TO THE EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE YOU SUFFER AS A RESULT OF OUR USE OR DISCLOSURE OF SUCH MATERIALS. This paragraph does not affect any rights you may have under data protection laws protecting your personal information or similar privacy laws, to the extent such rights cannot be excluded.

7. Security and Accounts

We may allow you to register with a username and password to access and use the Message Areas. If so, you are responsible for maintaining the strict confidentiality of your password and for all

activities carried out using your account password. You agree (a) to notify us immediately of any unauthorized use of your password or account or any other security breach, and (b) to log out of your account at the end of each session. You are responsible for controlling the distribution and use of your password, controlling access to and use of your account, and notifying us when you wish to cancel your registration. We are not liable for any loss or damage arising from your failure to comply with this provision.

8. NO WARRANTIES

THIS SITE IS PROVIDED "AS IS" AND YOUR USE OF IT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUCCESSORS DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE IS FREE OF VIRUSES, THAT IT WILL BE AVAILABLE, OR THAT ITS CONTENT IS ACCURATE. ALTHOUGH WE TAKE REASONABLE STEPS TO SECURE THE SITE, YOU ACKNOWLEDGE THAT THE INTERNET IS NOT AN ENTIRELY SECURE ENVIRONMENT AND THAT WE MAKE NO EXPRESS OR IMPLIED WARRANTY THAT ANY INFORMATION OR MATERIALS YOU POST ON OR TRANSMIT THROUGH THE SITE WILL BE PROTECTED AGAINST UNAUTHORIZED ACCESS OR USE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO STOP USING IT.

9. THIRD-PARTY SERVICES

WE ARE NOT RESPONSIBLE FOR THOSE PERSONS, COMPANIES OR OTHER ORGANIZATIONS WHOSE GOODS OR SERVICES MAY BE ACCESSED OR DISPLAYED THROUGH OR ON THE SITE.

10. Your Responsibility

You should always verify information presented on the Site against independent, reliable sources before acting on or relying on it. You are responsible for using antivirus software on any material downloaded from this Site and ensuring that such software is compatible with your equipment.

Where you provide us with information concerning third parties, you warrant that you have obtained the third party's consent to such disclosure and that the third party has been informed of and accepts our Privacy and Cookie Policy and the ways in which we may use that information.

11. User Information and Personal Data

When using the Site, you may be asked to provide us with personal information (hereinafter referred to as "User Information"). Our policies for collecting and using such User Information are set out in the Privacy and Cookie Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information you provide voluntarily and with your express consent.

VP Brands International AD is a personal data controller registered under the Personal Data Protection Act. VP Brands International AD undertakes to take all possible measures to safeguard the privacy of personal data provided by users when using the Site and not to disclose such data except where requested by state authorities or officials legally empowered to request and collect information containing personal data, in accordance with the procedure established by law.

By accepting these Terms of Use, users consent to the processing of personal data they provide when using the Site. Users have the right to object to the processing of their personal data by sending written notice to VP Brands International AD, 5 Dunav Blvd., Plovdiv, Bulgaria, or by email to privacy@vp-brands.com.

12. Restriction, Suspension and Termination

We may at any time restrict, suspend or terminate your access to the Site and/or your ability to use any of the Site's services, including interactive services, if we believe you have breached these Terms of Use. Any such restriction, suspension or termination is without prejudice to any rights we may have against you in connection with your breach of these Terms of Use. We may also remove the Site in its entirety or any of its parts and functions at any time. Please note that we are able to trace your IP address and, if necessary, contact your internet service provider in the event of a suspected breach of these Terms of Use.

13. Entire Agreement

These Terms of Use, including our Privacy and Cookie Policy, constitute the entire agreement between you and us concerning its subject matter and supersede any and all prior promises, representations, agreements, statements and understandings between us. To the extent that software may be available through the Site, such software may be subject to a license agreement distributed with or incorporated into the software, and you agree to comply with the terms of any such license agreement. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of that right or provision. If any provision of these Terms of Use is held unenforceable or invalid by a court of competent jurisdiction, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in that provision, and the remaining provisions of these Terms of Use shall remain in full force and effect. We may grant, assign or otherwise transfer our rights and obligations under these Terms of Use to third parties.

14. Copyright and Intellectual Property

We respect the intellectual property rights of others and require people who use the Site to do the same. If you believe that your work has been copied in a manner constituting copyright infringement, please provide the following information: your address, telephone number and email address;

- a description of the copyrighted work that you believe has been infringed;
- a description of the alleged infringing activity and the location of the allegedly infringing material;
- a statement made in good faith that the use in question has not been authorized by you, the copyright owner, the copyright owner's agent or the law;
- an electronic or physical signature of the person authorized to act on behalf of the copyright owner; and
- a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

We may be unable to remove linked content hosted on Linked Websites. You may need to contact the relevant Linked Website to have your property removed.

15. Governing Law and Jurisdiction

These Terms and Conditions and all matters relating to them shall be governed by Bulgarian law, without regard to conflict-of-laws rules. Any legal proceedings arising out of or relating to these Terms and Conditions that give rise to a claim for compensation by a third party shall be subject to the exclusive jurisdiction of a Bulgarian court, and you irrevocably submit to the jurisdiction of that court.