

## **Terms**

This site provides among other things access to various promotional programs (each, a “**Program**”) offered and sponsored by Radeberger Gruppe USA, 383 Main Ave, Norwalk, CT 06851 (the “**Sponsor**”). Each such Program is governed in accordance with specific Official Terms and Conditions (“**Program Terms**”) which are accessible via a link accessed through such Program’s microsite. In the event of a conflict between these Terms and the Program Terms, the Program Terms shall prevail and control. Information on this site may contain technical inaccuracies or typographical errors. Information, including product pricing and availability, may be changed or updated without notice. The Sponsor and their subsidiaries reserve the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if the Sponsor believes that customer conduct violates applicable law or is harmful to the interests of the Sponsor and its subsidiaries.

## **CONDITIONS OF USE**

By using this site, you signify your agreement to the following conditions of use without limitation or qualification. These conditions govern your use of the site, but not the sale or purchase of any products. Please read these conditions carefully before using this site. The Sponsor may at any time revise these terms and conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current terms and conditions to which you are bound.

## **WARRANTY DISCLAIMER**

THE MATERIALS ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE, BUG FREE, VIRUS-FREE, FREE OF TROJAN HORSES OR OTHER MALEVOLENT CODE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF ERRORS, BUGS, VIRUSES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. THE SPONSOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ACKNOWLEDGE AND ASSUME THE RISKS INHERENT FROM THE USE OF THE MATERIALS ON THIS WEBSITE. WHILE THE SPONSOR USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UPTO-DATE INFORMATION ON THIS WEBSITE, ERRORS OR OMISSIONS MAY OCCUR AND THE SPONSOR MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF THIS WEBSITE.

LINKS TO OTHER THIRD-PARTY WEBSITES NOT OWNED OR CONTROLLED BY THE SPONSOR MAY BE AVAILABLE FOR ACCESS THROUGH THIS WEBSITE. SUCH EXTERNAL THIRD-PARTY INTERNET ADDRESSES CONTAIN INFORMATION CREATED, PUBLISHED, MAINTAINED OR OTHERWISE POSTED BY ORGANIZATIONS INDEPENDENT OF THE SPONSOR. THE SPONSOR DOES NOT ENDORSE, APPROVE, CERTIFY, WARRANT, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY INFORMATION, CONTENT, PRODUCT OR SERVICE REFERENCED OR PROVIDED AT SUCH ADDRESSES. THE SPONSOR ENCOURAGES YOU TO BE AWARE WHEN YOU LEAVE THE WEBSITE AND TO READ THE TERMS AND CONDITIONS AND PRIVACY POLICY OF EACH OTHER WEBSITE THAT YOU VISIT INCLUDING EACH PROGRAM’S MICROSITE.

SOME STATES DO NOT PERMIT LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE BY ACT OR OMISSION, WILL THE SPONSOR OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS WEBSITE, BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES THAT RESULT FROM YOUR USE OF, OR THE INABILITY TO USE, THE MATERIALS ON THIS WEBSITE, EVEN IF THE SPONSOR OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OF DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE SPONSOR FURTHER ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES DUE TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THIS WEBSITE.

**PRIVACY:** By participating in any Program, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering such Program and in accordance with Sponsor's privacy policy (available at: <https://forcebrands.com/privacy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor will not share your personal information with others except to third parties who are retained by Sponsor to manage and fulfill this Program.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of Connecticut, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Connecticut in any action to enforce (or otherwise relating to) these Rules or relating to this Program.

**SPONSOR:** Radeberger Gruppe USA, 383 Main Ave, Norwalk, CT 06851