

HEINEKEN® PLAYER 0.0™ GAME RULES (TERMS AND CONDITIONS)

Introduction

1. The Heineken **Player 0.0™** competition (“**Player 0.0**”) is offered by DB Breweries Ltd (“**Heineken**”), as part of its When You Drive Never Drink campaign.
2. These Game Rules apply to the legal relationship between Heineken and you as a participant of Player 0.0 and governs your use of Player 0.0 and the award of prizes. These Game Rules must be read together with our Privacy Policy and Terms of Use (<https://www.db.co.nz/terms-policies/privacy-policy>).
3. Player 0.0 and these Game Rules will be governed by the laws of New Zealand.
4. **At any time, Heineken has the right to, at its sole discretion and without prior notification, change or discontinue any aspect or feature of (the set-up of) Player 0.0 and to change or modify the Game Rules, or any part thereof, or to impose new conditions. Such changes, modifications, additions, or deletions shall be effective immediately upon posting of the modified Game Rules. If you do not agree to abide by these or any future Game Rules, do not (continue to) participate in Player 0.0. You are advised to regularly read the Game Rules for possible changes.**
5. Neither Facebook nor Apple, or any other social media platform used to promote the Player 0.0 competition, is a sponsor or administrator, or in any way associated with Player 0.0. Your relationship with Facebook, Apple or such other social media platform is governed by the terms and conditions which can be found on the respective websites of Facebook, Apple, or such other social media platform. You cannot invoke the Facebook, Apple or such other social media platform’s terms and conditions in your legal relationship with Heineken.

Participation

6. By participating in this competition, you acknowledge that you have read and accepted these Game Rules, that you understand and agree to be bound by these Game Rules, and that you are of legal age to form a binding contract with us.
7. You are only eligible to play Player 0.0 if you are a resident of New Zealand and are above 18 years old.
8. Participation is excluded for Heineken employees, as well as anyone who is in any way directly or indirectly involved in this competition in an organizational sense.
9. No purchase or payment is necessary to participate in Player 0.0.
10. At all times Heineken has the right to, at its sole discretion and without prior notification, exclude you from participation. Circumstances in which Heineken can exclude you from participation include, but are not limited to, non-compliance with these Game Rules or attempts to compromise Player 0.0 in any way.

Mechanics

11. The Player 0.0 competition is composed of three stages: Qualification Period, Local Final, and Global Final.
12. To enter the competition, you must register during the Qualification Period which starts on 16 September 2024 at 00:00 and finishes on 13 October 2024 at 23:59 by playing the mobile game available <https://player00.heineken> and submitting your score by leaving your data.
13. The top twelve (12) players in the leaderboard by the end of the Qualification Period are selected to advance to the Local Final. They will receive a personal message via phone and email as confirmation and next steps, and might also be announced with initial & last name on the Player 0.0 website and social media channels of Heineken.
14. All winners of the Qualification Period will receive an invitation, as well as travel costs and lodging to compete with other finalists at the Local Final that takes place on 18 October 2024 in Auckland City, for a chance to win an invitation to attend the Global Final. The exact venue of the Local Final and further details will be confirmed and communicated to the winners at a later date.
15. One winner will be selected from the Local Final (the “**Country’s Finalist**”). The Country’s Finalist will receive an invitation to attend the Global Final, as well as travel costs and lodging for themselves plus one companion (companion must also be above legal drinking age), to sim race with the finalists of other countries that participated in the Player 0.0 competition, and **meet** the F1® triple world champion and Heineken® 0.0 ambassador, Max Verstappen.
16. The results of the Game are not open to discussion. Heineken’s judgment is final.

Prizes

17. To be eligible for the prize awarded by Heineken in the Player 0.0 competition, you need to submit certain personal details in order to participate in the game via the Player 0.0 website, and be eligible to participate according to the criteria on these terms and conditions.
18. Winners of prizes will receive an email from Heineken on the email address they provided when entering the competition. Winners must **confirm within 24 hours** after receipt of the email whether they accept the prize. In case no timely confirmation is received, Heineken is entitled to award the prize to another participant.
19. The prizes awarded are personal (not transferable) and not redeemable for cash.
20. If a prize is refused, it will be forfeited to Heineken.

Privacy and data protection

21. When entering the Player 0.0 competition, you need to submit certain personal data to be able to participate and to become eligible for the prizes awarded by Heineken (the "**Entry**"). Please check our Privacy Policy [\[\]](#) for further details on the use of the Entry by Heineken.
22. The participant guarantees that the personal data provided is correct, up-to-date and complete.
23. Heineken handles the personal data of the participants very carefully in accordance with the New Zealand Privacy 2020, and any other applicable data protection laws and regulations. The personal data will not be made available to third parties without the consent of the participants or used for a purpose other than that for which the personal data was provided.
24. The personal data (may) be used to run the competition, to announce the winner's username, initials and/or first name and last initial on the Player 0.0 Website, on out of home billboards, and on social media, to measure the response to the competition and for target group analyses.
25. The participants can give permission to be kept informed of news, promotions and offers about the brands and events of Heineken based on their preferences and behavior via online media and by e-mail. The personal data provided by the participants will be used for this purpose. Participants may withdraw their consent at any time.
26. By participating in this competition, participants give Heineken permission to publicize the award ceremony and to use photographs, entries and/or other recordings/works for promotional purposes.
27. By accepting the prize, each winner agrees to being interviewed, photographed, and filmed when receiving the prize and agrees to provide all active cooperation with any promotional activities and reasonable publicity arising from the prize. All resultant material, including participants' name, image and comments, may be used by Heineken and each of their subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives (the "**Heineken Parties**") at their sole discretion to the fullest extent and for any purpose, including for the Heineken Parties' future promotional and marketing purposes in any manner whatsoever, including print, broadcast and internet, without further reference and free of charge.

Release

28. You hereby agree to indemnify and hold Heineken, and each of their subsidiaries, affiliates, related companies, advertising and promotion agencies and each of its and their respective directors, employees, agents and representatives (the "**released parties**") harmless from and against any losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, in connection with participation in Player 0.0 or arising in connection with the prizes.
29. Nothing in these Game Rules shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
30. In the event of fraud or undue influence on the competition, Heineken reserves the right to exclude participants, not to give out prizes, to forfeit the right to receive a prize and/or to forfeit a prize.
31. If incomplete and/or incorrect personal data is provided during participation, Heineken has the right to exclude the participant from further participation and/or forfeit any prize won.
32. In case of cancellation of the Local Final and/or Global Final, the tickets to participate in the Local Final and/or Global Final will expire and there is no right to a replacement price.
33. Heineken disclaims all warranties with respect to Player 0.0. Note that Player 0.0 is provided 'as is' and 'as available'.
34. No rights can be derived from the results of this competition.

Intellectual property

35. All intellectual property rights to Player 0.0 and Heineken are owned by Heineken Brouwerijen B.V., a company affiliated to Heineken.

36. Heineken is an official sponsor of F1® and entitled to use the F1® name and logos- in this activation.
37. Heineken is a licensee of the EA Sports® F1® racing game and trademarks for the purpose of this activation.
38. Participants are permitted to play the Player 0.0 mobile game and check their results in the leaderboard. All other use of Player 0.0, for example the storage or reproduction of (a part of) Player 0.0 materials in any external site is prohibited without the express written consent of Heineken.

Material of others

39. Hyperlinks on Player 0.0 may direct visitors to external websites which are maintained by others. Heineken shall not be liable for the contents and the functioning of such external websites. Heineken shall also not be liable for the quality of products or services which may be offered on such external websites.

Questions or complaints

40. Should you have any questions, complaints about the Player 0.0 competition or our use of your personal data or in case you wish to exercise any of your rights, please contact privacy@db.co.nz.