



## ERB Club Statutes

### 1. Recitals

1.1. The ERB Club (EC) is a long-term information and loyalty programme created and sponsored by ERB - Eduard Rada Breweries, s.r.o. (operator of the ERB Brewery, Restaurant and Theatre) for its customers, members of the ERB Club.

1.2. Customer means a person who would like to receive information about events and news offered by the ERB Brewery, Restaurant and Theatre and to participate in its activities.

1.3. The rights and obligations of ERB - Eduard Rada Breweries, s.r.o. and the rights and duties of EC members are set out in these Statutes. The ERB Club allows EC members to enjoy all the opportunities offered by the EC.

1.4. The ERB Club (represented by the employees of ERB - Eduard Rada Breweries, s.r.o.) and its members communicate by the following means, which are all equivalent: telephone, email, post, EC website.

### 2. Enrolment and Termination

2.1. Membership of the EC is free. Persons over the age of 18 who use the products and/or services of ERB - Eduard Rada Breweries, s.r.o. and fill in the registration form in person in the restaurant at the ERB Brewery become members of the EC ("member").

2.2. The rights associated with membership may only be exercised if the ERB Club membership card is physically held by the member when points are earned or redeemed. Prior to receiving the ERB Club membership card by post, members have the right to request points for the use of services in the ERB restaurant, brewery and theatre from the wait staff at the restaurant immediately at the time the services are used (e.g. when purchasing food and beverage at the ERB restaurant). The membership card sent to the customer by post within 30 business days of registration to the address indicated on the registration form is then used as proof of membership of the EC when using the services offered by the ERB Brewery, Restaurant and Theatre.

2.3. By filling out the registration form for the EC (at the ERB Brewery restaurant), the member confirms consent to the use of their personal data and to be contacted by email or post to the email or postal address indicated on the registration form with informational notices. ERB - Eduard Rada Breweries, s.r.o. considers this personal data it obtains through the EC programme to be highly confidential and the company will only use the data for its own needs in accordance with Act No 428/2002 on personal data protection. The personal data of EC members will not be disclosed to any other company without the member's explicit consent.

2.4. Registered members may opt out or otherwise change the email notification settings at any time by sending an email to [info@pivovarerb.sk](mailto:info@pivovarerb.sk) or by sending a written request to the postal address at ERB - Eduard Rada Breweries, s.r.o., Novozámocká 2, 969 01 Banská Štiavnica.

2.5. Each member may only have one membership number. Membership may be transferred to another person only in the event of the member's death or if the member will be abroad for a long-term stay. A written request must be submitted to transfer membership.

2.6. ERB - Eduard Rada Breweries, s.r.o. reserves the right to refuse to register a membership applicant if the customer has already previously registered or if under the previous registrations the member misused membership to obtain unauthorised benefits to the detriment of ERB - Eduard Rada Breweries, s.r.o. and other members of the EC. The customer will be notified by email or telephone that their registration was rejected due to duplication.

2.7. Only individuals may be members of the EC; membership is not intended for legal entities, and individuals holding a membership card cannot earn points for a corporate event where the bill is paid by a legal entity.

2.8. EC members are not required to participate in the EC, and there is no requirement to make regular or occasional purchases or to earn points in the loyalty programme.

2.9. Membership of the EC may be terminated at the request of the member for any reason whatsoever, or if a letter is returned to sender indicating the death of the addressee where no contact exists for a survivor. If membership of the EC is cancelled at the request of the member, only the member who cancelled the membership may redeem the earned points. In the event of cancellation due to there being no contact available for a survivor, the points expire. EC members may cancel their membership by sending an email to [info@pivovarerb.sk](mailto:info@pivovarerb.sk) or by sending a written request to the postal address at ERB - Eduard Rada Breweries, s.r.o., Novozámocká 2, 969 01 Banská Štiavnica.

2.10. Membership of the EC may be suspended if mail is returned marked "addressee unknown" or "addressee moved with no forwarding address" and there is no telephone number for the member in our database or if the telephone number we have is invalid. Membership may be reactivated within 2 months after it was suspended. After 2 months, the EC member's personal data is deleted from the database and membership is cancelled. Any points earned are held while membership is suspended until the personal data is deleted from the database.

2.11. Membership of the EC may be unilaterally terminated by ERB - Eduard Rada Breweries, s.r.o. without the possibility of redeeming earned points if the member defrauded or attempted to defraud ERB - Eduard Rada Breweries, s.r.o. or another member of the EC. Reasons include unfair accumulation of points such as by theft or by taking points earned by another client from the purchase of food and beverage or the use of services at the ERB restaurant.

2.12. EC members are not authorised to act in the name of ERB - Eduard Rada Breweries, s.r.o. or to bind ERB - Eduard Rada Breweries, s.r.o. in any manner.

### **3. ERB Club Loyalty Programme**

3.1. Members may participate in the loyalty programme consisting of earning points for the use of services or for making purchases in the ERB Brewery, Restaurant or Theatre. Every euro paid by the EC member for purchases earns the member the same number of points. Points are credited to the account of the EC member at payment only if the member presents a club card issued in their name. Points are credited in the loyalty system via the EAN code printed on the card, so there is no other way to credit the points to a member's account.

3.2. Information about point balances can be obtained from the wait staff at the ERB Restaurant on request after presenting the loyalty card, or via email to [kultura@pivovarerb.sk](mailto:kultura@pivovarerb.sk) (club card number must be entered). Members will be notified by email when they have earned enough points to redeem them for products or services.

3.3. The current products or services that members can redeem their points for will be sent by email to all members along with the actual number of points needed to acquire the products or services.

3.4. Points earned by purchasing tickets to plays in the ERB Brewery theatre are counted toward the loyalty programme.

3.5. Once a member has earned enough points for a specific gift, the member has the right to collect the gift at the ERB Restaurant by presenting the club card issued in their name. Loyalty gifts cannot be purchased for cash or for part cash and part points. If the member does not wish to redeem their points or if they are collecting points for one of the more expensive gifts, the points remain on the member's account for further use.

3.7. If a loyalty card remains inactive for more than 2 years (no points earned or redeemed), the points already on the account are forfeited.

3.8. Points cannot be redeemed for cash.

3.9. ERB – Eduard Rada Breweries, s.r.o. has the right to modify the terms and conditions of the ERB Club loyalty programme or to cancel the programme at any time without prior written or any other type of notice to ERB Club members. These actions are binding and valid for all members of the ERB Club loyalty programme.

3.10. By joining the loyalty programme, members expressly and fully waive any legal and/or other entitlement to gifts, services, discounts, or other benefits arising out of participation in the ERB Club programme. There is no legal or other right to membership in the ERB Club loyalty programme.

3.11. ERB - Eduard Rada Breweries, s.r.o. assumes no direct or indirect liability for any material or other damages incurred by participants in the ERB Club from their participation in the EC programme or from the activities and actions associated with the intention to join the EC programme.

3.12. Membership of the ERB Club includes:

- Priority notice by email about scheduled plays and concerts, and members of the ERB Club have the opportunity to buy tickets and select seats before they go on sale to the public
- Purchase theatre tickets at a club price discounted over the price offered to the general public. Discounted tickets available in presale and after presale has ended.
- Buy up to 6 discounted tickets for any play or concert on one club card
- Email newsletters notify members of what's going on and what's new at the ERB Brewery
- Earn points on the Club card for food and beverage purchases at the ERB Brewery restaurant (1 point for every one euro spent at the ERB restaurant as indicated on the cash register receipt)
- Earn points on the Club card by purchasing tickets to the theatre at the ERB Brewery
- Once certain number of points have been accumulated (members are notified by email when they have enough points), members can redeem the points for a gift at the ERB restaurant (ask the wait staff).

The club card must be presented to redeem points, otherwise we cannot give members their gift.

Rewards for point levels:

- **350** points – a wooden gift box with 4 half-litre bottles of the ERB beer of your choice – mix and match from our current offering
- **800** points – Mordechai ERB 52%, 0.5 l (exclusive spirit distilled from brewed hop ERB beer)
- **1,100** points – a wooden gift box with 10 half-litre bottles of the ERB beer of your choice – mix and match from our current offering
- **1,500** points – 2 tickets to the play or concert of your choice at the ERB Brewery theatre

3.13. If a member chooses from one of the gifts indicated above, the respective number of points will be deducted from their club card account.

## 4. Obtaining Information

4.1. EC members have the right to information about the products and services of ERB - Eduard Rada Breweries, s.r.o. and the activities of the EC. All members are notified by email at least twice per year about new products, prices and services.

4.2. ERB club members who have not communicated with the ERB Club for more than three years since registration (no communication by email, fax, telephone, post) and have not used their loyalty card will only be notified of products, prices and services if they request this information by telephone or in writing.

4.3. EC members will be notified by email of current information regarding upcoming events, news and specials at the ERB Brewery, Restaurant and Theatre. This information will then be published on [www.pivovarerb.sk](http://www.pivovarerb.sk).

## 5. General Provisions

5.1. The EC may be cancelled with notice given to all members at least 3 months prior to the cancellation. During that time, all members may use their membership benefits, including redemption of their accumulated points. Unused points will be forfeited at the end of the 3-month period. Notice of cancellation of the club will also be published on the EC website.

5.2. The ERB Club reserves the right to modify the Statutes. The effective date of the modification will always be indicated on the Statutes; the date may not be more than 2 weeks earlier than the date of publication of the notice of modification. The Statutes will be sent to members by post when they become members. Modifications to the Statutes will be sent to all ERB Club members by email. Members may request (one time) a copy of the Statutes to be sent by regular post.