

HANSENS.COM

1. TERMS AND CONDITIONS - GENERAL

Hansen Beverage Company ("Hansens") maintains this site ("the Site") for your personal entertainment, information, education, use and communication. Feel free to browse the Site, but please read these terms and conditions before doing so.

This Site contains many of the valuable trademarks, names, titles, logos, images, designs, copyrights and other proprietary materials owned and registered by Hansen and used by Hansen (the "Trademarks").

Your access to and use of the Site is subject to the following terms and conditions ("Terms and Conditions") and the Hansens.com Privacy Policy. Hansen may revise these Terms and Conditions at any time 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.

By accessing and browsing the Site, you signify your acceptance of these Terms and Conditions without limitation or qualification. If you do not agree to these Terms and Conditions, then please do not use the Site.

Terms and Conditions.

1. You should assume that all materials, designs, text and images (collectively, the "Materials") contained in the Site are either the copyrighted property of Hansen or are the copyrighted property of third parties. Hansen neither warrants nor represents that your use of Materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with Hansen.
2. You may download one single hard copy of Materials displayed on the Site for non-commercial, personal use only, provided however, you do not delete or change the copyright, trademark and other proprietary notices contained on the Materials. You may not modify, alter or change any Materials or distribute, publish, transmit, reuse, re-post or use the content of the Site for public or commercial purposes, including, without limitation, the text, images, audio and video.
3. Unauthorized use of the Materials is strictly prohibited and is a violation of the rights of Hansen and/or third parties, including, without limitation, under copyright laws, trademark laws, the laws of privacy and publicity.
4. While Hansen uses reasonable efforts to include accurate and up to date information in the Site, Hansen makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information,

and assumes no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) in the content of the Site.

5. Information in the Site is subject to change without notice. Information regarding Hansen's products and services is applicable only in the United States unless otherwise noted. Some products and services may not be available in certain areas. Hansen makes no representations that the Materials in this Site are appropriate or available for use in other countries aside from the United States. Those who do access this Site from other countries are solely responsible for compliance with local laws of that country.
6. Use of and browsing in the Site is done at user's own risk. Neither Hansen nor any other party involved in creating, producing or delivering the Site shall be liable for any direct, incidental, special, consequential, indirect or punitive damages arising out of your access to, or use of, or browsing the Site, or downloading of any materials, data, text, images, video or audio from the Site, including, without limitation, damage to, or viruses that may infect, your computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
7. From time to time, Hansen may ask that you transmit to the Site by electronic mail your feedback on Hansen's products and/or services. Any communication or material you transmit or post will be (a) treated as non-confidential and non-proprietary by Hansen, (b) become the property of Hansen and shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by Hansen or its licensees and affiliates at its sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner on this Site or otherwise. However, Hansen shall be under no obligation to respond to any such communication.
8. Notwithstanding the foregoing, Hansen maintains a long standing policy of not accepting or considering any creative ideas, suggestions or materials from the public ("Submissions"), and therefore, you should not make any Submissions to Hansen in any communications through this Site or otherwise. Nonetheless, if you do send us a Submission, despite our request not to do so, then such Submission shall immediately become the property of Hansen and shall exclusively now and hereinafter own all rights, title and interest therein. Furthermore, Hansen shall be

free to use any Submissions for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. Hansen shall not be liable for or be responsible for payment of any compensation for such use or disclosure of such Submission or for any similarities in the Submission and any future Hansen uses or activities.

9. The Trademarks displayed on the Site are registered and unregistered Trademarks of Hansen. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site, or any license or right to use any other trademark owned by any other third party. In the event that you misuse any Trademark in violation of these Terms and Conditions, Hansen will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.
10. This Site may link to other sites not maintained by or related to Hansen. Such hyperlinks are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Site or with the products and services of Hansen. Hansen has not reviewed all of the sites linked to the Site and is not responsible for the content of any off-site pages or links to any other sites. Viewing all other sites is at your own risk.
11. In the event that Hansen may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board and the like on the Site, Hansen is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Hansen will fully cooperate with any law enforcement authorities or court order requesting or directing Hansen to disclose the identity of anyone posting any such information or materials.
12. Software from this Site is further subject to United States Export Controls. No software from this Site may be downloaded or exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. This site may contain statements, estimates or projections that constitute “forward looking statements” as defined under U.S. Federal Securities laws. Generally, the words “believe, expect, intend, estimate, anticipate, project, will” and similar expressions identify forward looking statements, which generally are not historical in nature. Forward looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from Hansen’s historical experience and Hansen’s present expectations or projections. These risks include, but are not limited to, Hansen’s ability to finance expansion plans, share repurchase programs and general operating activities; changes in the non-alcoholic beverage business environment, including actions of competitors and changes in consumer preferences; regulatory and legal changes; interest rate and currency fluctuations; changes in economic and political conditions; Hansen’s ability to penetrate and develop new markets, the effectiveness of Hansen’s advertising, marketing and promotional programs; litigation uncertainties; adverse weather conditions; inability to achieve volume growth through product and packaging initiatives; changes in the cost and availability of raw materials and the ability to maintain favorable supply arrangements and relationships and procure timely and/or adequate production of all or any products; the marketing efforts of distributors of Hansen’s products, most of which distribute products which are competitive to Hansen; unilateral decisions by stores or other customers to discontinue carrying all or any of Hansen’s products that they are carrying at any time; changes in product category consumption; possible recalls of Hansen’s products; and other risks discussed in Hansen’s filings with the Securities & Exchange Commission (“SEC”), including Hansen’s annual report on form 10K, which filings are available from the SEC. The foregoing list of important factors is not exhaustive. You should not place undue reliance on forward looking statements, which speak only as of the date they are made. Hansen undertakes no obligation to publicly update or revise any forward looking statements and expressly disclaim any duty to do so.
14. All offers set forth on the Site are void where prohibited, and are subject to the posting of any official rules pertaining to such offers.
15. Hansen maintains and operates this Site from its offices in the state of California, United States. These Terms and Conditions are governed by and interpreted under the laws of the state of California without reference to its law of conflict of laws, United States of America. If any portion of these Terms and Conditions is deemed unlawful, void or unenforceable, then that part shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.
16. These Terms and Conditions set forth the entire understanding and agreement between you, Hansen with respect to the Site. You acknowledge that any other agreements between you, Hansen with respect to the Site are superseded and of no force or effect provided that in the event of any conflict between these Terms & Conditions – General and our e-Store Terms & Conditions, Privacy & Security

Statement below, the terms thereof shall prevail.

2. PRIVACY POLICY - GENERAL

In order to make your visits to Hansens.com interactive, we do collect certain information from your computer each time you visit us and sometimes we ask you for personal information. Please take a couple of minutes to read our privacy policies so that you understand how we treat your personal information. If you have any questions about this privacy policy or your dealings with Hansens.com, you can contact: Hansen Beverage Company, 1010 Railroad Street, Corona, CA 92882 or email us at info@hansens.com.

If you register on Hansens.com, sign up for a promotion, make a purchase from Hansens.com e-Store, enter any contests or submit materials to Hansens.com, you agree to the Terms & Conditions – General of Hansens.com and this Privacy Policy - General.

Hansens.com is not directed to children under the age of 13. Hansens.com prohibits registration by children under the age of 13. Hansens.com will not knowingly collect personally identifiable information from children under 13. If you as a parent, have any concerns about the Hansens.com site or its related services, wish to find out if your child is a member of one of our services, or wish to cancel your child's membership, please contact us at info@hansens.com.

Information Collection & Use

"Personal identifying information", or just personal information, includes your name, address, e-mail address, telephone number, or any other info that tells another person who you are. Our site may use order forms and registration forms for users to request Hansen information, products and services. We may collect contact info (like email address, name, address and phone number) or financial info (financial information you give us will only be used for the purpose the information is given (a particular purchase) and will not be shared except as necessary to complete such use (i.e., banks, fulfillment houses). Contact info from the forms is used to send orders to our record keeping. Users may opt-out of receiving future mailings and are given the opportunity to do so each time you register or order online. We may send you e-mail notices about products, companies and events that we think might interest you. At any time you can change your user information. In addition, we may reserve the right to make contact info or financial info available to selected partners who have services, products and offers that we think might interest you. We will make an effort to include a link to this Privacy Policy wherever we ask you for personal information. Below are more details about the information Hansens.com gathers from you and how we use it.

Cookies

Cookies are files or pieces of information that may be stored in your computer's hard drive when you visit a website. We use cookies to better tailor our site and our products to your interests and needs. Cookies may also be used to help speed up your future activities or to improve your user experiences by remembering the information that you have already provided to us. We do not use cookies to retrieve information from your computer that was not voluntarily provided by you (i.e., during membership registration or a contest). The use of cookies is an industry standard and you will find them at most websites. Most browsers are initially set to accept cookies. If you would prefer, you can set your browser to refuse cookies or to alert you when cookies are being sent so that you can flush them from your browser if you object to their presence.

Promotions

We may ask you for personal identifiable information at other times, including, but not limited to, when you enter sweepstakes, contests or promotions sponsored by us or a third party. If you don't want your information collected by these third parties, or us you can decide not to participate in the promotion, contest or sweepstakes...

Legal Authorities

We may disclose user information to government authorities at our discretion. We also may disclose user information when we have reason to believe that someone is causing injury to or interference with our rights or property, other Hansens.com users, or anyone else that could be harmed by such activities.

Links

You should be aware that when you are on Hansens.com, you will have the opportunity to visit or link to, other sites not operated by Hansens.com. These sites, some of which are Hansens.com partners, may collect personal identifiable information about you. Hansens.com does not control sites that are operated by others and is not responsible for the information practices of these sites and this privacy statement does not address the information practices of those we sites or advertisers. Hansens.com may share non-personal, aggregate, or summary, information regarding our users with other third parties not mentioned in this policy. This kind of information does not identify you individually.

Our Commitment to Data Security

We take reasonable precautions to keep your personal information secure. We have put in place appropriate physical, electronic, and managerial procedures to safeguard the information we collect. We cannot guarantee the security of any information you disclose online, and you do so at your own risk.

3. E-STORE– TERMS & CONDITIONS, PRIVACY & SECURITY STATEMENT

General

Hansen Beverage Company (“Hansens”) knows that you care how information about you is used and shared. Please read the following Privacy and Security Statement regarding your use of Hansen’s online store. By proceeding, you are agreeing to be bound hereby. Maintaining the privacy and security of your information is important to us. We use several layers of security to maintain the confidentiality of your information.

Internal Security Policy

We have developed and implemented a security policy that applies to each of our employees and other authorized users of our internal network. This security policy covers the procedures that must be followed to protect the security and confidentiality of our internal network.

Firewalls and Other Protection Services

Firewalls are designed to protect a company’s internal computer network from external users. We protect our network using firewalls that allow only authorized types of communications to occur. In addition, we use other monitoring and protection services to protect the security and confidentiality of our internal network.

User Account and Password

Each user has unique user account on this system and on our Internal Network. Your user account allows you to view the information that you are authorized to access. Therefore, it is important that you protect your user account and password. [Click here](#) for important information on protecting your password. By accepting this document, you authorize Hansens.com to respond to a request for a new password via email. The new password will be delivered to the email of record in your system profile maintained in your Account Information.

Click the links below for more information about your privacy and credit card safety.

Hansen knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This notice describes our privacy policy. By visiting Hansens.com, you are accepting the practices described in this Notice.

What Personal Information About Customers Does Hansens.com Gather?

The information we learn from customers helps us personalize and continually improve your shopping experience at Hansens.com. Here are the types of information we gather.

Information You Give Us: We receive and store any information you enter on our Web site or give us in any other way. [Click here](#) to see examples of what we collect. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our stores, and communicating with you.

For example, you provide information when you search for a product or place an order through the Hansens.com Online Store.

Automatic Information: We receive and store certain types of information whenever you interact with us. For example, like many Websites, we use “cookies”, and we obtain certain types of information when your Web browser accesses Hansens.com. [Click here](#) see examples of the information we receive. A number of companies offer utilities designed to help you visit Web sites anonymously. Although we will not be able to provide you with a personalized experience at Hansens.com if we cannot recognize you, we want you to be aware that these tools exist.

Privacy Companies

www.anonymizer.com

www.IDzap.com

www.somebody.net

www.zeroknowledge.com

We cannot vouch for the effectiveness of any of these products. You can find at Amazon.com a variety of books about privacy in general and privacy on the Web. The Federal Trade Commission provides useful information about online privacy on its own Web site,

<http://www.ftc.gov/bcp/conline/pubs/online/sitesee.htm>.

<http://www.ftc.gov/privacy/>

Email Communications: To help us make emails more useful and contain information on you and your order with Hansens.com, we automatically send out an email when your shopping cart is downloaded into our accounting database to prepare for shipping. Once your order is shipped, another email is automatically sent out to you with the UPS tracking information.

What About Cookies?

A cookie is a message given to a Web browser (a software application used to locate and display Web pages). The browser stores the message in a text file. The message is then sent back to the server each time the browser requests a page from the server.

The main purpose of cookies is to identify users and possibly prepare customized Web pages for them. Cookies may also collect demographic information, track information on how often the Web site is used or number of visitors to certain Web pages within a Web site. When you enter a Web site using cookies, you may be asked to fill out a form providing such information as your name and address. This information is packaged into a cookie and sent to your Web browser which stores it for later use. The next time you go to the same Web site, your browser will send the cookie to the Web server (in this case Hansen's Web server). The server can use this information to present you with custom Web pages. So, for example, instead of seeing just a generic welcome page you might see a welcome page with your name on it. A good example of how a cookie can work for you is when a Web site where you have purchased product or items before recommends other items or can display previous purchases.

Do Cookies Compromise Security?

Cookies do not act maliciously on computer systems. They are merely text files that can be deleted at any time - they are not plug-ins nor are they programs. Cookies cannot be used to spread viruses and they cannot access your hard drive. This does not mean that cookies are not relevant to a user's privacy and anonymity on the Internet. Cookies cannot read your hard drive to find out information about you; however, any personal information that you give to a Web site, including credit card information, will most likely be stored in a cookie unless you have turned off the cookie feature in your browser. In only this way are cookies a threat to privacy. The cookie will only contain information that you freely provide to a Web site. If the cookie is deleted, each time you go to a Web site where you have requested the site to SAVE certain information, that information will not be stored or available. Each time you will be required to enter in the information required.

Cookies have six parameters that can be passed to them:

- 1) The **name** of the cookie.
- 2) The **value** of the cookie.
- 3) The **expiration date** of the cookie - this determines how long the cookie will remain active in your browser.
- 4) The **path** the cookie is valid for - this sets the URL path the cookie is valid in. Web pages outside of that path cannot use the cookie.
- 5) The **domain** the cookie is valid for - this takes the path parameter one step further. This makes the cookie accessible to pages on any of the servers when a site uses multiple servers in a domain.
- 6) The need for a **secure** connection - this indicates that the cookie can only be used under a secure server condition, such as a site using SSL.

Both Netscape and Microsoft Internet Explorer (IE) can be set to reject cookies if the user prefers to use the Internet without enabling cookies to be stored.

In Netscape, follow the **Edit/Preferences/Advanced** menu and in IE, follow the **Tools/Internet Options/Security** menu to set cookie preferences. For more information, see:

<http://www.epic.org/privacy/internet/cookies/>

<http://www.cookiecentral.com/faq/>

We cannot vouch for the effectiveness of any of these links. You can find at Amazon.com a variety of books about cookies in general. The Federal Trade Commission provides useful information about e-commerce and the Internet at the following link:

<http://www.ftc.gov/bcp/menu-internet.htm>

Hansens.com e-Store Cookies

The cookies Hansens.com e-Store use are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and to provide features such as storage of items in your Shopping Cart between visits. Hansens.com e-Store cookies will remain active in your browser for 364 consecutive days from the day any changes are made to your account information. This makes the cookie accessible to pages only on Hansen servers. Hansens.com e-Store uses a secure connection for Hansens.com e-Store cookies and can only be used under a secure server condition, such as SSL that Hansens.com e-Store is using.

The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. However, cookies allow you to take full advantage of some of Hansens.com Online Store's coolest features, and we recommend that you leave them turned on.

Does Hansens.com Share the Information It Receives?

Information about our customers is an important part of our business, and we are not in the business of selling it to others. We share customer information only with associates of Hansen. Hansen's e-Store is integrated with UPS (www.ups.com). Customer address information is automatically transferred from our Server to a UPS shipping computer terminal in our Corona warehouse for UPS shipping and tracking, to allow customers to track their orders online at the UPS.com Web site, using the tracking number emailed to each customer when the order is shipped.

Agents: We employ other companies and individuals to perform functions on our behalf. Examples might include fulfilling orders, delivering packages, sending postal mail and email, removing repetitive information from customer's lists, analyzing data, providing marketing assistance, providing search results and links, processing credit card payments and providing customer services. They have access to personal information needed to perform their functions, but may not use it for other purposes.

Business Transfers: As we continue to develop our business, we might sell or buy other beverage or food businesses. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Notice. Also, in the unlikely event that Hansens.com is acquired, customer information will of course be one of the transferred assets.

How Secure Is Information About Me? We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. We reveal only the last five digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer. [Click here](#) for more information on how to sign off.

Which Information Can I Access?

Hansens.com gives you access to a broad range of information about your account and your interactions with Hansens.com for the limited purpose of viewing and, in certain cases, updating that information.

What Choices Do I Have?

As discussed above, you can always choose not to provide information, even though it might be needed to make a purchase or to take advantage of some of the Hansens.com e-Store features. You can add to or update certain information in your account under Account Information and User Profile pages of the Hansens.com e-Store. When you update information, we usually keep a copy of the prior version for our records.

The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

Federal Trade Commission (FTC) provides useful information about online privacy on its own Web site,

<http://www.ftc.gov/bcp/online/pubs/online/sitesee.htm>.

Children

Hansen does not sell product to children. If you are under eighteen (18), you may use Hansens.com e-Store only with the involvement of a parent or legal guardian.

Conditions of Use, Notices, and Revisions

If you choose to visit Hansens.com, your visit and any dispute over privacy is subject to these e-Store Terms & Conditions, Privacy & Security Statement and our separate Terms and Conditions - General and Privacy Policy – General, including limitations on damages, arbitration of disputes. If you have any concern about privacy at Hansens.com, please contact us at info@hansens.com with a thorough description, and we will try to resolve it.

As our business changes these e-Store Terms & Conditions Privacy & Security Statement and our separate Terms and Conditions – General and Privacy Policy – General may also change. You should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy & Security Statement applies to all information that we have about you and your account.

Information You Give Us

You provide most such information when you search, buy, participate in a contest or questionnaire, or communicate with our customer service. For example, you provide information when you search for a product; place an order through Hansens.com; provide information in Account Information (and you might have more than one if you have used more than one email address when shopping with us); communicate with us by phone, email, or otherwise; complete a questionnaire or a contest entry form.

As a result of those actions, you might supply us with such information as your name, address, and phone numbers; credit card information; people to whom purchases have been shipped, including addresses and phone number; people (with addresses and phone numbers); content of emails you send to us.

Automatic Information

Examples of the information we may collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; email address; password; computer and connection information such as browser type and version, operating system, and platform; purchase history, which we sometimes aggregate with similar information from other customers to create reports for features and keeping our Web Store up-to-date and modern, the full Uniform Resource Locator (URL) click stream to, through, and from our Web site, including date and time; cookie number; products you viewed or searched for; and the phone number you used to call our 800 number. During some visits we may use software tools such as JavaScript to measure and collect session information, including page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

Information from Other Sources

Examples of information we may receive from other sources include updated delivery and address information from our carriers or other third parties, which we may use to correct our records and deliver your next purchase or communication more easily; account information, purchase or redemption information, and page-view information from some merchants with whom we operate co-branded businesses (such as monsterenergy.com) or for which we provide technical, fulfillment, advertising, or other services; search results and links, including paid listings (such as Sponsored Links); and credit history information from credit bureaus, which we use to help prevent and detect fraud and to offer certain credit or financial services to some customers.

Information You Can Access

Examples of information you can access easily at Hansens.com include up-to-date information regarding recent orders; personally identifiable information (including name, email, password, communications preferences, address) payment settings (including credit card information, gift certificate, gift card and shopping cart balances).

Protecting Your Password

You are the key to safeguarding the confidentiality of your information. To protect your data, you must supply a password to sign in and order product from Hansens.com e-Store. This password should be changed every forty-five to ninety days (45-90).

Password Tips

Do not use family member names, words associated with known interests, or items on or around your PC or work area. It is recommended you use “nonsense words”, misspelled words, words not generally found in a dictionary. Acronyms from short phrases can be used (example: My Name Has 5 Letters In It – MNH5LII). Passwords are case sensitive, so if you type in all caps, the password is saved in all caps. You should never reveal your password to anyone. You should not write your password down, display it, or in any way make it accessible to others. Your user account is for your use only. Hansen will not ask you for your password. If you receive a phone call or email from someone asking you for your password, immediately end the conversation and notify Hansen’s customer service immediately at info@hansens.com.

Other Steps to Protecting Your Information

Do not walk away from your computer in the middle of an active Hansens.com e-Store order or session. If you are logged on, and walk away, anyone can sit down at your computer and have immediate access to your information. Always remember to log off when you are finished with your order or session. We strongly recommend that you clear your browser’s cache after you leave the Hansens.com e-Store site. This prevents someone else from being able to view your account information that is temporarily stored on your computer. You can clear your cache two ways.

- 1) Close down your browser and then re-initialize it, or
- 2) Without closing your browser, by using the instructions provided in your browser's online help system, or your browser's preferences menu.

For maximum security when viewing your account information over the Internet, we strongly recommend that you use a browser with 128-bit U.S. security level encryption. Copy and post the following link in your browser to search www.google.com for 128-bit encryption downloads.

<http://www.google.com/search?hl=en&ie=UTF-8&q=128-bit+encryption&btnG=Google+Search>

RELATED PRACTICES AND INFORMATION

Safe and Secure Online Transactions

Hansen is concerned about the safety and security of our customers. As such, we have put into practice a number of protections to ensure that your transactions with us process safe and secure and your information is secure and confidential.

Please keep in mind that customer protection is a two-way practice, caution should always be used. [Click here](#) for information on protecting your password and tips on creating passwords.

Hansen will never email or call a customer to and ask that they disclose or verify personal information such as credit card number, address, password or such. Such information should only be submitted when ordering product online, contacting Hansen directly, or updating Account Information online.

SAFE SHOPPING

Shopping at Hansens.com e-Store is safe. We wouldn't have it any other way, nor would we selling our products online without safe, secure and confidential credit card transactions.

Our Secure Sockets Layer (SSL) software is industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, address, so that it cannot be read as the information travels over the internet.

SIGNING OUT

If you are using a public terminal (computer), you will want to log off, or sign out, before you leave the terminal (computer). To do this, click the "Sign Out" icon in the upper-

right corner of the Hansens.com e-Store Web page, or close your active Web browser application.

EMAIL SPAM AND SPOOFING

Spam

Spam is electronic junk mail or junk newsgroup postings. Some people define spam even more generally as any unsolicited email. Spam is generally email advertising for some product sent to a mass email listing.

In addition to wasting people's time with unwanted e-mail, spam also eats up a lot of network bandwidth. Consequently, there are many organizations, as well as individuals, who have taken it upon themselves to fight spam with a variety of techniques. But because the Internet is public, there is really little that can be done to prevent spam, just as it is impossible to prevent junk mail. However, some online services have instituted policies to prevent spammers from spamming their subscribers.

For more information:

<http://spam.abuse.net/>

<http://digital.net/~gandalf/spamfaq.html>

<http://www.spamanti.net/>

<http://www.spamhaus.org/index.lasso>

We cannot vouch for the effectiveness of any of links or web sites. You can find at Amazon.com a variety of books about Spam in general on the Web. The Federal Trade Commission provides useful information about online privacy on its own Web site,

<http://www.ftc.gov/bcp/conline/edcams/spam/consumer.htm>

Spam and Spoofed/Spoofing, email

Hansen is concerned with email forgeries, also known as “spoofing”, that affects Hansen and our customers. IP spoofing is a technique used to gain unauthorized access to computers. Spoofing is where the intruder sends messages, usually via email, to a computer with an IP address indicating that the message is coming from a trusted host, or known email address. Hansen is trying every effort to eliminate or reduce the amount of email spoofing of Hansens.com. If at any time you believe an email might be a forgery or spoofed email from Hansens.com, please contact info@hansens.com, type Spoof Email in the subject.

Report Hansens.com spoofed emails to Hansen

Send the original spoofed email as an attachment to info@hansens.com. Sending the email as an attachment is the best way to preserve the “header information”, which makes it easier for Hansen to trace the true origin of the forgery. Please type Spoof Email in the subject.

If you cannot send the forged email as an attachment, forward the email to info@hansens.com and include as much information and header information as you are able to maintain. To find the header information, configure your email program to show All Headers (this varies from program to program). The headers we need are well labeled and look something like this:

```
X-Sender: someone@domain.com
X-Sender-IP: [10.1.2.3]
X-Date: Tue, 08 Apr 2003 21:02:08 +0000 (UTC)
X-Recipient: you@domain.com
X-UUID: 1
```

Please understand that Hansen will not be able to respond to all Hansens.com emails it receives through the info@hansens.com mailbox, nor emails that are spoofed from other entities other than Hansens.com. If you have specific questions about an order or other customer concerns, check the Help section of our Web Site.

Customer Tips

Never respond to requests for personal information that may be contained in the forged email. Likewise, never follow any instructions contained in the forged email that claim to provide a method for “unsubscribe”. Many spammers and spoofers use these “unsubscribe” processes to create a list of valid, working email addresses.

A number of online Web sites offer direction on where to report suspected spam and spoofing emails.

The following link is to a search on Google for spoofed email reporting.

<http://www.google.com/search?hl=en&lr=&ie=UTF-8&q=spoofed+email+reporting>

We cannot vouch for the effectiveness of the above link or any web site online that advertise where to report spam and spoofed email. Hansen just wanted to inform its customers of the options and tools available online. The best option is to contact your ISP (Internet Service Provider).

YOUR HANSENS.COM BILL OF RIGHTS

Hansens.com e-Store protects you while you shop at Hansens.com e-Store, so that you never have to worry about credit card safety.

Every transaction you make at Hansens.com e-Store will be safe.

Hansen knows that you care about how information about you is used and shared. We appreciate the trust that you place in us and ordering on Hansens.com e-Store with your credit card information. That's why we post a Privacy & Security Statement as part of our e-Store Terms & Conditions in addition to Hansen's separate Terms and Conditions - General & Privacy Policy – General in our e-Store and on our Hansens.com Web site respectively. Our Privacy & Security Statement & Privacy Policy – General explain what information we collect from you when you order or visit our Web site. The terms and conditions of using and visiting our Web site are set out separately and your choice as a customer of Hansen with respect to that information that is collected is also provided. For more details [click here](#) to read the Hansen Privacy Policy – General and Terms and Conditions - General.

TERMS AND CONDITIONS – HANSENS.COM E-STORE

Conditions of Use

Welcome to Hansens.com e-Store. Hansens.com e-Store provides product shipment where you might not otherwise be able to find certain Hansen products in grocery, convenience stores, and etc. locations near you. Hansens.com e-Store provides this service to you subject to the following conditions. If you visit Hansens.com or shop at Hansens.com e-Store, you accept these conditions. Please read them carefully. In addition, when you use any current or future Hansens.com or e-Store service or purchase from any business affiliated with Hansen (Monster Beverage Company (“Monster”) or Blue Sky Beverage Company (“Blue Sky”), whether or not included in the Hansens.com Web site or e-Store, you will also be subject to the guidelines and conditions applicable to such service or business.

Privacy

Please review our Hansen e-Store Terms and Conditions, Privacy & Security Statement, and separate Privacy Policy – General which also govern your visit to Hansens.com and our e-Store, to understand our practices.

Electronic Communications

When you visit Hansens.com or the e-Store or send us emails, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on Hansens.com or the e-Store. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Access to Hansens.com e-Store

Access to the Hansens.com e-Store is granted to a customer upon completion of a User Profile in the Hansens.com e-Store Account Information page.

Access Restricted, Acceptance of Terms

Access to Hansens.com e-Store Account Information is restricted to customers with authorized User Profiles. Accessing the Hansens.com e-Store Account Information and User Profile acknowledges authorization to do so, authorization to contractually bind the user, and the user's agreement to contract electronically. Accessing the Hansens.com e-Store Account Information and User Profile acknowledges user's review and acceptance of these e-Store Terms and Conditions, Privacy & Security Statement.

Recourse in the Event of Breach of the Hansens.com e-Store Terms and Conditions

Your Hansens.com e-Store Terms and Conditions Agreement is a legally binding contract between your company and yourself. Breach of any of the terms of this agreement may result in the nullification of the Agreement, revocation of access to the Hansens.com e-Store, and the possibility of legal action.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

HANSEN MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE E-STORE OR ON HANSENS.COM AND RELATED GRAPHICS PUBLISHED ON THE WEB SITES FOR ANY PURPOSE. ALL SUCH INFORMATION CONTAINED IN AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HANSEN HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL HANSEN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT CONSEQUENTIAL OR PREVENTATIVE DAMAGES OR ANY DAMAGES OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM HANSENS.COM OR THE E-STORE.

THE INFORMATION AND RELATED GRAPHICS PUBLISHED ON HANSENS.COM AND THE E-STORE WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, OR CHANGES WHICH ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HANSEN MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME, WITHOUT NOTICE REGARDING SOFTWARE, DOCUMENTS AND/OR SERVICES AVAILABLE ON THIS WEBSITE.

IN NO EVENT SHALL HANSEN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT CONSEQUENTIAL OR PREVENTATIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THIS SERVER.

Applicable Law

By visiting Hansens.com, you agree that the laws of the state of California, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any nature that might arise between you and Hansen.

Hardware And Software Requirements

Hansens.com and the e-Store are best used with Netscape Navigator browser 4.0 and above or Microsoft Internet Explorer browser 4.0 and above. Hansens.com e-Store may be used with both Macintosh or PC compatible hardware and operating systems.

Copyright Notice

All content included on Hansens.com and the e-Store site, such as text, graphics, logos, button icons, images, audio clips digital downloads, data compilations, and software, is the property of Hansen Beverage Company or its content suppliers and protected by United States and international copyright laws. The compilation of all content on Hansens.com and the e-Store are the exclusive property of Hansen Beverage Company and protected by United States and international copyright laws. All software used on Hansens.com and the e-Store site is the property of Hansen Beverage Company or its software suppliers and protected by United States and international copyright laws.

Copyright Hansen Beverage Company, 1010 Railroad Street, Corona, CA 92882 U.S.A.
All rights reserved.

Trademarks

Hansen products referenced herein are either trademarks or registered trademarks of Hansen Beverage Company. Other product and company names mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

Contact Hansen with questions or problems with this service.

Patents

One or more patents may apply to this Site and to the features and services accessible via the Site.

License and Site Access

Hansen grants you a limited license to access and make personal use of this site and not to modify it, or any portion of it.

This license does not include any resale or commercial use of this site or its contents; any downloading or copying of account information for the benefit of another merchant or customer; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without express written consent of Hansen. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Hansen and our affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Hansen's name or trademarks without the express written consent of Hansen. Any unauthorized use terminates the permission or license granted by Hansen. You are granted a limited, revocable, and

nonexclusive right to create a hyperlink to the home page of Hansens.com or the Hansens.com e-Store so long as the link does not portray Hansen, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Hansen logo or other proprietary graphic or trademark as part of the link without express written permission.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Hansen does not sell products to children. If you are under 18, you may use Hansens.com e-Store only with involvement and consent of a parent or guardian. Hansens.com e-Store and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Reviews, Comments, Communications and other Content

Visitors may post reviews, comments, and other content; send e-cards and other communications; and submit comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."

You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of an email or e-card or other content. Hansen reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Hansens.com and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any manner and in any media and for any purpose. You grant Hansen and its affiliates and sub-licensees the right to use any name and/or concept and/or ideas that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Hansen or its affiliates for all claims resulting from content you supply. Hansen has the right but not the obligation to monitor and edit or remove any activity or content. Hansen takes no responsibility and assumes no liability for any content posted by you or any third party.

Risk Of Loss

All items purchased from Hansens.com e-Store are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier (UPS).

Product Descriptions

Hansen and its affiliates attempt to be as accurate as possible. However, Hansen does not warrant that product descriptions or other content of the Hansens.com e-Store is accurate, complete, reliable, current, or error-free. If a product offered by Hansens.com e-Store itself is not as described, please contact customer service at info@hansens.com or 1-800-Hansens.

Returns

Due to the nature of our product, Hansen does not accept returns for product ordered on the Hansens.com e-Store Web site. If you have any questions, please contact customer service at info@hansens.com or 1-800-Hansens.

Refunds

Hansen will only process refunds with respect to product purchased from our e-Store. Refunds are only authorized on incorrect shipments where the error is on our part or UPS. The product cannot have been purchased at a grocery store, club store, distributor, or any where else, etc. Any issues or concerns with such products will have to be reported to where the product was purchased.

What If We Ship An Incorrect Product?

If we ship soda when you have ordered energy, please contact customer service at info@hansens.com or 1-800-Hansens. A refund will be issued for the incorrect product shipped (if your credit card was charged incorrectly) and the correct product will be shipped and charged immediately.

Pricing

Except where noted otherwise, the List Price displayed for products on the Hansens.com e-Store represents the full price for the product itself excluding freight and container/redemption tax.

The List Price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day.

With respect to products sold by Hansens.com e-Store, we cannot confirm the freight charges for any item until you order; however, we do NOT charge your credit card until after your order has entered the shipping process. Despite our best efforts, a small number

of the items in our catalog may be miss-priced. If we discover a miss-pricing, we will do one of the following:

- If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.
- If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Please note that this policy applies only to products sold and shipped by Hansens.com e-Store.

Hansen reserves the right to limit quantities of any product/s that may be purchased from the Hansens.com e-Store in its sole discretion and to decline to ship any product/s to any person outside the continental United States of America.

Disputes

Any dispute relating in any way to your visit to Hansens.com or the e-Store or to the purchase of any products from Hansens.com e-Store shall be submitted to binding arbitration conducted by JAMS/Endispute in Orange County, California except that, to the extent you have in any manner violated or threatened to violate Hansen's or Hansen Beverage Company's intellectual property rights, Hansen and/or Hansen Beverage Company may seek injunctive or other appropriate relief in any state or federal court in the state of California or elsewhere, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of JAMS/Endispute. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Site Policies, Modification and Severability

We reserve the right to make changes to our site, policies, and these Terms and Conditions of use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

Hansen Beverage Company
1010 Railroad Street
Corona, CA 92882
<http://www.hansens.com>