

## **WEBSITE TERMS AND CONDITIONS**

### **Terms & Conditions of Use**

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of this website and any and all other online or digital platforms (including without limitation mobile and other applications, such as Facebook apps) which are maintained by CVH Spirits Limited (our “Website”, “Site”). Please read these terms of use carefully before you start to use our Site.

This Site is maintained by CVH Spirits Limited (“we” or “us”) for the personal use, of persons who are lawfully permitted to purchase and consume alcoholic beverages, in countries and other territories where the sale, advertising and consumption of alcoholic beverages is lawful. By using our Site, you indicate that you accept these terms of use and that you agree to abide by them.

Please exit our Site immediately if you do not accept these terms of use, if you are not of legal age for consuming alcoholic beverages in the country or other territory in which you are located, or if you are accessing our Site in a country or other territory where use of our Site is not permitted.

Content is to be shared with those over the legal drinking age only.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

Where our Site contains links to other Sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those Sites or resources.

### **Intellectual Property Rights**

All intellectual property and database rights, in our Site, and in the materials published on it, including but not limited to trademarks, designs, logos, text, images, audio and video materials, look and feel and software (including code, interface and website structure) (“Materials”) are owned by us, our subsidiaries, affiliates companies and/or any of our partners (“the Owners”). The Materials are protected by intellectual property laws and treaties around the world. All such rights are reserved. You may not remove any copyright or other proprietary notices from any Materials on our Site.

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where the sale, advertising and consumption of alcoholic beverages is permitted AND you have an age at which it is legal to purchase and consume alcoholic beverages (“Legal Drinking Age”) in the country or other territory in which you are located, you may print a reasonable number of hard copies, and may download extracts, of any page(s) from our Site for your lawful, personal, non-commercial use. Unless otherwise specifically authorised by us (by way of example only, explicit instructions such as “Click Here to Enlarge this Image”) you must not modify the paper or digital copies of any Materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or proprietary notice. All other copying (whether in electronic, hard copy or other format) reproduction, transmission, public performance, distribution, commercial exploitation, adaptation, translation, modification, bundling, merging, sharing or making available to any person, or creation of any derivative works of our Site or the Materials on our Site is prohibited and may breach intellectual property laws and other laws worldwide.

The status of the relevant Owners (and that of any identified contributors) as the holders of rights in the Materials published on our Site must always be acknowledged.

You must not use any part of the Materials on our Site for commercial purposes without obtaining a licence to do so from us and/or, where applicable, from the relevant Owner.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the Materials you have made.

### **Acceptable Use**

You may use our Site only for lawful purposes and we reserve the right, in our sole discretion, to terminate your use of the Site. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any Material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware (“Malicious Code”).

### **Interactive Services**

We may from time to time provide interactive services on our Site including, without limitation, chat rooms and forums, bulletin boards, image upload features and interactive drinks functionality. Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, whether it is moderated and what form of moderation is used (including whether it is human or technical).

We will make reasonable efforts to assess any possible risks for users from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

### **Uploading Material to our Site**

Any material you upload to our Site will be considered non-confidential and non-proprietary, and unless otherwise agreed in writing between us, we have the right to use, copy, distribute and disclose to third parties any such material in whole or in part for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy. You waive any moral rights in respect of any material you upload to our Site.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Site.

We have the right to remove any material or posting you make on our Site if, in our sole opinion, such material does not comply with the content standards below.

### **Content Standards**

Any and all material which you contribute to our Site must comply with the spirit of the following Content Standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Your contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK, the US and in any country from which they are posted.

Your contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Contain sexually explicit material.
- Harm, or attempt to harm, minors in any way.
- Encourage, condone, promote or glamourise under-age, excessive or irresponsible consumption of alcoholic beverages or drink driving.
- Be targeted at an under legal drinking age audience.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other proprietary right of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal or immoral activity.
- Be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### **Our Liability**

The material displayed on our Site is provided “as is” and without any guarantees, conditions or warranties as to its accuracy, to the extent permitted by law, we and all other members of the CVH Group of Companies and our affiliates (the “CVH Group”) hereby expressly exclude and disclaim:

Because some jurisdictions do not allow the exclusion or limitation of liability or damages, the CVH Group’s liability in such jurisdictions shall be limited to the fullest extent permitted by law.

All conditions, representations, or warranties of any kind, either express or implied, including warranties of merchantability or fitness for a particular purpose and other terms which might otherwise be implied by statute, common law or the law of equity.

### **Information About You and Your Visits to our Site and Events**

Your privacy is important to us. We process information about you in accordance with our Privacy Policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

CVH Group may organise events in your country. We reserve the right to collect still and moving images at those events and to publish them on this Site and other websites operated by us for information purposes about our brands’ marketing activities. By accepting to be our guest at any such event, you also consent to being photographed and filmed during your attendance and grant us the right to publish your images on this Site and other websites for editorial purposes throughout the world in perpetuity without limitations and without any compensation. If your image is published on this Site or any of our websites and you disagree with its use, please ask us to remove it by writing to our Data Privacy Officer at [data.privacy@cvhsprits.com](mailto:data.privacy@cvhsprits.com).

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any

kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

### **Indemnity**

You will indemnify the CVH Group against any loss, damage or cost incurred by us arising out of your use of our Site, any of its services or any information accessible over or through our Site, including information obtained from linked sites, our submission or transmission of information or material on or through our Site or your violation of these terms of use or any other laws, regulations and rules. You will also indemnify us against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence and infringement of any intellectual property right). We reserve the right exclusively to defend and control any claims arising from the above and you will fully cooperate with us in any such defences.

### **Entire Agreement**

These terms of use, including our Privacy Policy and Cookie Policy constitute the entire agreement between you and us in relation to your use of our Site. To the extent that software or other downloadable technology is expressly made available to you through the Site, such software may be subject to a licence agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such licence agreements. If any provision of these terms of use is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions shall remain in full force and effect.

### **Jurisdiction and Applicable Law**

These terms are governed by English law and the English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

### **Variations**

We may revise these terms of use at any time by amending this page. Each time you use this Site, the current version of the Terms and Conditions will apply. Accordingly, when you use the Site, you should check the date of the Terms and Conditions (which appears at the bottom right hand corner) and review any changes since the last version. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our Site.

### **Your Concerns**

If you have any concerns about material which appears on our Site, please contact in writing the Legal Department at [legal@cvhspirits.com](mailto:legal@cvhspirits.com).