

# TERMS & CONDITIONS

The content on this page or medium (“Medium”) is edited by Moët Hennessy Australia Pty. Ltd, an Australian company having its registered address Level 7, 201 Coward St Mascot NSW 2020 (“Entity”).

Any use of this Medium by any person (“you” or the “user”) is governed by these terms & conditions of use (Terms & Conditions”). The purpose of these Terms & Conditions is to define the conditions of access, navigation and use of the Medium in addition to the terms and conditions of use of the platform featuring the Medium. These Terms & Conditions are without prejudice to the terms and conditions of use of the platform featuring the Medium and are not intended to contravene, replace or supersede such platform’s terms and conditions of use.

By accessing and using this Medium, you accept without restriction to apply these Terms and Conditions as well as the provisions concerning the protection of personal data (read the Personal Data Policy).

Entity may revise or update these Terms and Conditions and the Personal Data Policy at any time and without notice. It is your responsibility to re-read these Terms and Conditions and the Personal Data Policy on a regular basis.

Entity provides this Medium only for persons who have reached the legal age to consume and/or purchase alcoholic beverages (whichever is the higher) in their location of residence and provided that the consumption and/or purchase of alcoholic beverages is legal. If no such laws exist in your location of residence, you must be over 21 to access the Medium.

## ACCESS TO THE MEDIUM

Necessary hardware and software to access Internet and this Medium are under sole liability of the users. Entity reserves the right, in its absolute discretion, to suspend or terminate access or navigation to all or part of the Medium and/or its content and/or the available services without prior notice and without entitling any user to claim any indemnity or compensation.

It is forbidden to do anything in order to obtain unauthorized access to the Medium.

# LINKS

The Medium may include links to other web sites or other internet sources (including any source proposed by the platform featuring the Medium). As Entity cannot control these web sites and external sources, Entity cannot be held responsible for the provision or display of these web sites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these web sites or external sources. Furthermore, Entity cannot be held responsible for any demonstrated or alleged harm or losses resulting from (directly or indirectly) or in relation to the use of, or the fact of having had confidence in, the content, goods or services available on these web sites or external sources.

# USER RESPONSIBLE BEHAVIOUR

Each user warrants:

- to be of minimum age legally required to consume and/or purchase alcohol in accordance with the regulations of user's location of residence,
- to use the Medium for user's personal and lawful use only, excluding therefore any other commercial use without the prior written consent of Entity,
- to provide, when relevant, personal data being true, up-to-date and accurate.

When using the Medium, users must behave responsibly, lawfully, with courtesy and respectful towards other users, Entity, its subsidiaries, affiliates and third parties.

## **User must notably refrain from:**

- sending or forwarding by e-mail or by any other mean (including by sharing) any content of the Medium to persons under the legal alcohol drinking and/or purchasing age in their location of residence or residing in a location restricting or prohibiting the advertising of alcoholic beverages. If no such laws exist in their location of residence, sendee must be over 21,
- uploading, displaying, sending by e-mail or by any other mean any illegal, detrimental, defamatory, offensive, racist, vulgar, obscene, threatening, violent, against decency, infringing third parties rights, chocking or disparaging content or the like,
- uploading, displaying, posting, sending by e-mail or by any other mean any

unsolicited or non authorised commercial or promotional content, junk mails, spams, chains or any other solicitation,

- uploading, displaying, sending by e-mail or by any other mean any file containing viruses, codes, text files, software or similar items which could disrupt, interrupt, destroy, damage or limit functionalities of any software, hardware or telecommunication material,
- disrupting or interrupting the Medium, its servers or networks connected to the Medium, or infringing the related requirements, procedures or rules,
- infringing (including any attempt) the Medium functioning, notably by exposing the Medium to viruses, creating an overload of consultation of the Medium or its servers, sending “spams” or overloading the Medium messaging system,
- consulting privileged or non public information or accessing a server or account for which the user is not expressly granted access to,
- trying to assess or test the Medium vulnerability, breaching security or authentication measures of the Medium without the prior written consent of Entity,
- conducting any illegal activity or any other activity likely to infringe rights of Entity, its subsidiaries, affiliates, providers (including technical providers and contractors), customers and third parties, as well as refrain from encouraging thirds to do so,

Each user must comply with any and all applicable regulations, laws and rules related to user’s behaviour on the Internet, transmission of technical data and in respect of platform rules.

When relevant, Entity reserves the right in its absolute discretion to terminate or withdraw any user’s access to the Medium without notice in case of breach of the user’s obligations under these Terms & Conditions, without prejudice to claim damages to such defaulting user to the fullest extent permitted by law.

## USER GENERATED CONTENT

When relevant, users are solely liable of any content they may post or upload onto the Medium and the consequences of disclosing or broadcasting such content.

Entity does not adhere or approve any content, opinion, suggestion or notice generated by users and Entity declines any and all responsibility and liability in respect of any such content.

However, Entity reserves the right, but not the obligation, to monitor use of the Medium and to remove any content which, in its sole discretion, would breach these Terms & Conditions, may be offensive, illegal or otherwise objectionable in any way.

User accepts that Entity may freely and peacefully use, at no cost and without any restriction and time limit, any content posted onto the Medium. This includes the communication of any such content onto the Medium as well as its communication and reproduction on any other mediums of whatever nature for the promotion and advertising of Entity, its products and services.

## PROTECTION OF THE MEDIUM CONTENT

The Medium and each of its elements (including all text, images, sound, video, designs, trademarks, logos and other material on or accessible via the Medium) as well as any software required to be used in relation to the Medium (the “Content”), may contain confidential information and information that is protected by intellectual property rights or other legislations. Unless otherwise expressly stated on the Medium, Entity exclusively owns all intellectual property rights related to the Content and Entity does not grant any user with any license or other right other than a right to view the Medium.

The reproduction of the Content (in whole or in part) of the Medium is authorized for the sole purpose of information for a personal and private use. Any reproduction or use or other exploitation of Content for any other purposes (whatever the manner or the kind) is expressly prohibited.

Users must not copy, modify, create derivative pieces of work, assemble, decompile, assign, sub-licence or transfer in any way any content of the Medium or any material related to the Medium.

## PERSONAL DATA

Entity may not have any control over personal information disclosed by users of the Medium.

Entity invites users to consult the Personal Data Policy which indicates the provisions implemented to guarantee the treatment of personal data by Entity.

## RESPONSIBILITY

Entity endeavours to ensure as far as possible, that the information provided on this Medium is correct and up-to-date. However, Entity cannot guarantee the correctness, accuracy or exhaustiveness of the information provided on the Medium.

Entity allows free access to the Medium and declines all responsibility and may not be held liable in any case:

- for any interruption in provision of the Medium or services accessible via the Medium,
- for the occurrence of bugs, viruses and similar technical issues adversely affecting your ability to access this Medium,
- for any inaccuracy, isolated and unforeseen error or omission relating to information or Content available on the Medium,
- for any damage resulting from a fraudulent intrusion by a third party,
- and more generally, for any direct or indirect or consequential harm, loss or damage, whatever the cause, origin, nature or consequences, which may occur as a result of any type of access to the Medium or any inability to access it or the credit given to any piece of information coming directly or indirectly from the Medium.