

## Pernod Ricard UK Limited

### Terms of Use

Last Updated: 28<sup>th</sup> February 2024

Websites, mobile applications, and other platforms that link to these Terms of Use are operated by or on behalf of Pernod Ricard UK Limited (“the Operator” or “we” or “us”) in the United Kingdom. The Operator includes, without limitation, the family of brands listed at <https://www.pernod-ricard.com/en/brands>. These Terms of Use are entered into by and between you, the user, and us. These Terms of Use govern your access and use of, including any content, functionality and services offered on or through, our websites, mobile applications, or other platforms (collectively, the “Site”).

Please read the Terms of Use carefully before You start to use the Site. By using the Site, You accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.pernod-ricard.com/en/locations/uk>, incorporated herein by reference.

We may change the Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the Site.

#### **BY USING THE SITE, YOU ACCEPT THESE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM.**

If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site. By using the Site following any modification to the Terms and Conditions, you agree to be bound by any such modification to the Terms and Conditions.

#### **Age Requirement for Use of Site**

This Site is intended only for the use and enjoyment (i) of persons who are of legal age to purchase and consume alcoholic beverages in the jurisdiction in which they reside or, where they are accessing the Site from a different jurisdiction, in the jurisdiction from which they are accessing the Site and (ii) where the sale, consumption and advertising of alcohol is permitted in the relevant jurisdiction.

To access or otherwise use the Site (i) you must be of legal purchase age or older in the jurisdiction in which you reside or the jurisdiction from where you are accessing the Site (whichever applies); and (ii) the sale, consumption and advertising of alcohol must be permitted in that jurisdiction. Persons under such legal purchase age or who reside in a jurisdiction where the sale, consumption and/or advertising of alcohol is not permitted, should not use the Site in any way.

#### **Social Media Platforms and other Links from and to the Site**

The Site may include links to social media platforms including without limitation Facebook, Instagram, Twitter, Youtube and Flickr (“Social Media Platforms”). As part of the services available on the Site and your use generally of the Site, you may follow a link to Social Media Platforms from the Site, you may share the Site link or a link to certain parts of the Site on Social Media Platforms, you may upload to the Site photographs or other content which are already stored on Social Media Platforms (provided always such photographs and/ or content are owned by you), you may identify third parties on the Site by reference to their identities on Social Media Platforms (provided always the consent of those third parties has been obtained by you) or you may interact between the Site and Social Media Platforms in any other permitted way. In these circumstances, you agree to comply with the Terms and Conditions and the terms and conditions of the Social Media Platforms used. Please note that use of the Social

Media Platforms is governed by separate terms and conditions and privacy policies which can be found on the websites of the Social Media Platforms accessed.

You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by sites to which you may link from the Site ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with the Operator of such sites or the content, products, advertising or other materials presented on such sites. the Operator does not author, edit, or monitor these Linked Sites. You acknowledge and agree that the Operator is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

### **Services Available on the Site**

We make certain services available to visitors of the Site. On the Site generally, you may be able to read information about our products, view movies, documentaries and other films, stream music, download music, tell your own story, upload your own photographs, music or other content, identify third parties in your story, photographs, music or other content, enter competitions, chat with other visitors, post comments on a bulletin board, download screensavers or other software, send branded material to friends etc ("Services" and the Services form part of the definition of "Site").

We do not solicit nor do we wish to receive any confidential or secret information or material from you through the Site, through any of the Services, by email or in any other way. Any information or material submitted by you will be deemed not to be confidential or secret.

Visitors are solely responsible for any information or materials submitted by you through the Site, whether names, personal information, photographs, films, stories, music, ideas, creative concepts, other materials, information or data of any kind and in any format and other content you post on and through the Site ("User Information").

By submitting User Information to the Site you represent and warrant that the User Information is original to you and that no other party has any rights to it or that you have obtained all required consents and permits to enable you to submit the User Information to the Site and for it to appear on the Site. Visitors agree that the User Information will not include content which infringes upon the rights of any third party including, without limitation, intellectual property rights, privacy, publicity or other personal or proprietary right; content that is deceptive or fraudulent; content which is unlawful; content that promotes the excessive or irresponsible consumption of alcohol; content that is or could reasonably be considered to be hateful, defamatory, discriminatory, obscene, abusive, threatening, offensive or pornographic or that incites violence or contains nudity or graphic or gratuitous violence or depicts any illegal activity; or content that references ammunition and/or firearms or the sale of tobacco products. Visitors fully indemnify us for breach of these warranties and guarantees.

If you have submitted User Information to us, we reserve the right to delay publication of User Information to the Site at all times for the purposes of our approval processes. We further reserve the right to remove any User Information or any other content from the Site at any time for any reason. Due to our commitment to promoting a message of responsible drinking, we require our users to be sensible, responsible and considerate when interacting with this Site. We will monitor User Information and ensure that it complies with our Corporate Social Responsibility policies. We do not allow any User Information which:

- a) features someone who is or appears to be under the legal drinking age or is made by someone under the legal drinking age;

- b) features any people, shown in pictures or videos which are associated with the act of drinking alcohol, who are not, or who do not look, over 25 years old (NB. those aged between the legal drinking age in your country of residence and 24 years old may be shown provided it is not within a context which associates them with drinking, i.e. there is no suggestion that they have just consumed, are consuming or are about to consume alcohol);
- c) encourages underage purchase or drinking of alcoholic beverages;
- d) encourages illegal, irresponsible or immoderate drinking;
- e) promotes over-consumption;
- f) condemns or criticises in any way anyone who chooses not to drink alcohol
- g) portrays irresponsible drinking in a positive light or associates drinking with driving, operating any kind of machinery or engaging in any kind of dangerous activity;
- h) implies alcoholic beverages have any physical, psychological or intellectual benefits;
- i) implies alcoholic beverages gives bravado, confidence or helps to overcome individual or social problems;
- j) implies alcoholic beverages consumption contributes to any kind of success (for instance in the field of personal relationships, social success, popularity, work, sports or suggest that it can enhance mental or physical performance);
- k) glorifies the alcohol strength, relatively high alcohol content or intoxicating effect of a drink;
- l) mentions drinking alcohol in relation to any kind of illegal, antisocial, dangerous, aggressive or violent behaviour.

By submitting or sending User Information to the Site or to the Operator, you grant the Operator the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also warrant that any “moral rights” in posted materials have been irrevocably waived in favour of the Operator.

Users should be aware that when they voluntarily disclose personal information (e.g., user name, e-mail address, phone number) on or through the public portions of the Site (e.g., comments, chat, bulletin boards), that such information is generally accessible to and may be collected and used by others and may result in unsolicited messages from other people. Visitors to and users of the Site are encouraged to exercise caution when providing personal information.

If you use the Site for music downloads or other purchase promotions where you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right, at our sole discretion, to disable any user identification code or password, whether chosen by you or allocated by us, at any time. Any music downloads or streams are for your own personal, non-commercial use. You agree that you shall not:

- a) copy, reproduce, “rip”, record, make available to the public or otherwise use any part of the music downloads or streams or any part of them in a manner not expressly permitted under these terms and conditions;
- b) sell or attempt to sell any invite to access the music downloads, or resell any code used to access the music downloads Service;
- c) provide your personal identification code or use any other person’s personal identification code;
- d) reverse-engineer, decompile, disassemble, modify or create derivative works based on the music downloads, music streams or any part thereof;

- e) circumvent any technology used by us, our licensors, or any third party to protect content accessible through the Site.

In addition to the above, you agree to use best endeavours to prevent unauthorised use of the music downloads and streams.

To the extent permitted by law, we shall have no liability for any loss or damage suffered by you as a result of the use or disclosure of any of the User Information. This paragraph does not affect any rights you may have under data privacy laws that protect your personal information.

### **Proprietary Rights**

As between you and the Operator (including our affiliates being any company which is part of the Pernod Ricard group at any time ("Group Company")), we are the owner and/or authorised user of any trade mark, and/or service mark appearing on the Site, and are the copyright owner or licensee of the content and/or information on the Site, unless otherwise indicated. Except as otherwise provided herein, use of the Site does not grant to you a licence to any content, features or materials you may access on the Site. Any commercial use of the Site is strictly prohibited, except as allowed herein or otherwise approved by us in advance in writing. You may not download or save a copy of any of the content or screens for any purpose except as otherwise provided in these Terms and Conditions or as permitted on the Site. You may, however, print one (1) copy of the information on the Site solely for your personal use or records. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United Kingdom or other countries or territories and may be subject to liability for such unauthorised use.

We do not grant any licence or other authorisation to any user of our trade marks, service marks, other copyrightable material or any other intellectual property, by including them on the Site. You also agree and acknowledge that any ideas, concepts, methods, systems, designs, plans, techniques or other similar materials that you submit or otherwise communicate to the Site, may be used by us in any manner.

### **Internet Access**

You acknowledge and agree that in connection with your use of the Site you must: (a) provide for your own internet access to the and pay any service fees associated with such access, and (b) provide all equipment necessary for you to make such access and connection to the internet, including, without limitation, a computer, software, a modem and a means of connecting to or accessing the Internet. The Operator shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site.

### **User Information and Privacy Policy**

In the course of your use of the Site, you may be asked to provide and we may collect certain information about you and your use of the Site. The Operator' information collection and use policies with respect to such User Information are set forth in the Privacy Policy. By using the Site, you agree to be bound by the Privacy Policy and you acknowledge and agree that you are solely responsible for the accuracy, content and updating of your User Information.

### **No Confidentiality**

You agree and acknowledge that by using this Site, any and all communications and/or information transmitted by you to or through the Site will not be treated as confidential or secret.

### **User Conduct**

You warrant and agree that, while using the Site, you shall not upload, post or transmit to or distribute or otherwise publish through the Site any materials that: (a) are protected by copyright, or other proprietary or intellectual property right, or derivative works with respect thereto, except as provided herein or without first obtaining permission from us or the copyright owner; (b) are unlawful, threatening, harassing, profane, tortious, delictual, defamatory, vulgar, obscene, libellous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), invasive of another's privacy, or hateful, (c) restrict or inhibit any other user from using and enjoying the Site, (d) constitute or encourage conduct that would constitute a criminal offence or give rise to civil liability, or (e) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

You also warrant and agree that you shall not: (a) impersonate, or misrepresent your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); (c) engage in spamming or flooding; or (d) attempt to gain unauthorised access to other computer systems through the Site. Except as otherwise expressly permitted herein, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Site itself or derivative works with respect thereto, as the Site is copyrighted as a collective work under applicable copyright laws.

We have no obligation to monitor any content on or through the Site and we assume no obligation. You acknowledge and agree, however, that we do retain the right to monitor the Site and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect ourselves or our users. We will not intentionally monitor or disclose any private electronic-mail message unless required by law. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in our sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

You agree to defend, indemnify and hold the Operator, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including, without limitation, reasonable legal fees and costs, arising in any way from your use of the Site or the placement or transmission of any message, information, software or other materials or through the Site by you.

### **DISCLAIMER OF WARRANTIES**

The site, including, without limitation, all content, functions and materials is provided "As is," without warranty of any kind, either express or implied, including, without limitation, any warranty for information, data, data processing services, or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. The Operator does not warrant that the site or the functions, features or content contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. The Operator makes no warranty that the site will meet users' requirements. No advice, results or information, whether oral or written, obtained by you from the Operator or through the site shall create any warranty not expressly made herein. If you are dissatisfied with the site, your sole remedy is to discontinue using the site.

## **LIMITATION OF LIABILITY**

To the extent permissible under law, in no event shall the Operator or any of its directors, officers, employees, agents, affiliates, or content or service providers be liable for any indirect, special, incidental, consequential, exemplary or punitive loss or damages arising from or directly or indirectly related to the use of, or the inability to use, the site or the content, materials or functions related thereto including, without limitation, loss of income or revenue, loss of anticipated profits or contracts, loss of anticipated savings, loss of data, loss of goodwill or loss of business, even if the Operator or such individual has been advised of the possibility of such loss or damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential loss or damages so some of the above limitations may not apply to certain users. In no event shall the Operator be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the site. In no event shall the total liability of the Operator to you for all damages, losses, and causes of action (whether in contract, delict or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or your use of the site exceed, in the aggregate, £100.00.

### **Applicable Laws**

We control and operate the Site from our offices in the United Kingdom. In all matters relating to the Site and these Terms and Conditions, the applicable law shall be the law of England and Wales. All viewers and users of the Site agree to submit to the exclusive jurisdiction of the English Courts.

The laws of England and Wales are applicable when using the Site. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **Modifications to the Site**

We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to all or part of the Site without notice or penalty.

### **Copyright Act Agent**

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send the following information in writing (which shall be deemed to include by email) to the Copyright Agent named below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located on the Site;

A statement by you that you have a good faith belief that the disputed use is not authorised by you, the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information that you provide is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

**Copyright Agent:**

Head of Legal, Pernod Ricard UK Limited, Building 7, Chiswick Park, 566 Chiswick High Road, London, United Kingdom, W4 5YG.

**Last Updated:** February 2024