

## **TERMS AND CONDITIONS of <https://moethenessynordic.com>**

### **LEGAL TERMS**

#### **1. EDITOR - CONTACT**

Moët Hennessy's websites in Denmark, Sweden, Norway and Finland, including <https://moethenessynordic.com>, (the "Website") are edited by Moët Hennessy Danmark A/S:

- registration number with the Company Register of Denmark: 27 96 01 97
- registered address: Gammel Kongevej 60, 13th floor, 1850 Frederiksberg C

For any enquiry regarding the Website, please contact us by sending an e-mail to [mhdanmark@moet-hennessy.com](mailto:mhdanmark@moet-hennessy.com)

#### **2. HOSTING**

The Website is hosted by: ACCENTURE

### **TERMS & CONDITIONS OF USE**

The Website is edited by Moët Hennessy Danmark A/S, a limited liability company in Denmark, having its registered address at Gammel Kongevej 60, 13th floor, 1850 Frederiksberg C, registered with the Company Register of Denmark, under no. 27 96 01 97 (the "Company").

Any use of this Website 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 Website.

By accessing and using this Website, you accept without restriction to apply these Terms and Conditions as well as the provisions concerning the protection of personal data (read the Website Privacy & Cookies Notice).

The Company may revise or update these Terms and Conditions and the Website Privacy & Cookies Notice at any time and without notice. It is your responsibility to re-read these Terms and Conditions and the Website Privacy & Cookies Notice on a regular basis.

The Company provides this Website only for people who have reached the legal age to consume and/or purchase alcoholic beverages (whichever is the higher) in their country of residence and provided that the consumption and/or purchase of alcoholic beverages is legal.

## 1. NAVIGATION ON THE WEBSITE

### 1.1 Access to the Website

Necessary hardware and software to access Internet and this Website are under sole liability of the users.

The Company reserves the right, in its absolute discretion, to suspend or terminate access or navigation to all or part of the Website 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 modify the software or any element of it or to use a modified version of the software, in order to obtain unauthorized access to the Website.

### 1.2 Links

The Website may include links to other websites or other internet sources. As the Company cannot control these websites and external sources, the Company cannot be held responsible for the provision or display of these websites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these websites or external sources. Furthermore, the Company 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 websites or external sources.

### 1.3 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 country of residence,

to use the Website for user's personal and lawful use only, excluding therefore any other commercial use without the prior written consent of the Company,

to provide, when relevant, personal data being true, up-to-date and accurate.

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

User must notably refrain from:

- 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 Website, its servers or networks connected to the Website, or infringing the related requirements, procedures or rules,
- infringing (including any attempt) the Website functioning, notably by exposing the Website to viruses, creating an overload of consultation of the Website or its servers, sending “spams” or overloading the Website messaging system,
- trying to assess or test the Website vulnerability, breaching security or authentication measures of the Website without the prior written consent of the Company,
- conducting any illegal activity or any other activity likely to infringe rights of the Company, its subsidiaries, affiliates, providers (including technical providers and contractors), customers and third parties, as well as refrain from encouraging thirds to do so,
- 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,
- sending or forwarding by e-mail or by any other mean any content of the Website to people under the legal alcohol drinking and/or purchasing age in their country of residence.

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

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

## 2. PROTECTION OF THE WEBSITE CONTENT

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

The reproduction of the Content (in whole or in part) of the Website 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 Website or any material (including software) related to the Website.

### 3. PERSONAL DATA

The Company ensures the protection of personal information disclosed by users of the Website.

The Company invites users to consult the Website Privacy & Cookies Notice which indicates the provisions implemented to guarantee the treatment of personal data. Collection, treatment, use, transmission, keeping and protection of users' personal information are governed by the Website Privacy & Cookies Notice.

### 4. RESPONSIBILITY

The Company endeavors to ensure as far as possible, that the information provided on this Website is correct and up-to-date. However, the Company cannot guarantee the correctness, accuracy or exhaustiveness of the information provided on the Website.

The Company allows free access to the Website and declines all responsibility and may not be held liable in any case:

- for any interruption in provision of the Website or services accessible via the Website,
- for the occurrence of bugs, viruses and similar technical issues adversely affecting your ability to access this Website,
- for any inaccuracy, isolated and unforeseen error or omission relating to information or Content available on the Website,
- 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 Website or any inability to access it or the credit given to any piece of information coming directly or indirectly from the latter.

### 5. GOVERNING LAW AND JURISDICTION ATTRIBUTION

These Terms & Conditions (and the Website Privacy & Cookies Notice) are governed by Danish law.

Unless imperative legal provision to the contrary, users and the Company hereby irrevocably submit to the exclusive jurisdiction of the competent courts of Copenhagen (Denmark) any claim or matter arising under or in connection with the Content or use of the Website, including in case of guarantee, plurality of defendants or summary proceedings.