

www.cooktails.com
website terms & conditions of use

Editor

The www.cooktails.com website is proposed by the Société des Produits MARNIER-LAPOSTOLLE, LLP with a capital of 27.157.500 euros, registration N°552 073 371 and located 91, boulevard Haussmann, 75008 Paris, FRANCE.

Tel : (33.1) 1 42 66 43 11

Fax : (33.1) 1 42 66 57 13

Head of Publication: Jacques Marnier Lapostolle

Hosting

The www.cooktails.com website is hosted by OVH SAS with a capital of 5 000 000 €.

RCS Roubaix – Tourcoing 424 761 419 00045

Code APE 6202A

N° TVA : FR 22 424 761 419

Location : 2 rue Kellermann – 59100 Roubaix – France.

Summary:

I WEBSITE TERMS & CONDITIONS OF USE

II PRIVACY POLICY

III REGLEMENT DU SITE PARTICIPATIF COOKTAILS.COM

I WEBSITE TERMS & CONDITIONS OF USE

Any use by you of the website operated by Société des Produits MARNIER-LAPOSTOLLE, at www.cooktails.com (the "Site") is conditional upon your acceptance of these Terms & Conditions, including our Privacy Statement. We reserve the right to amend these Terms & Conditions from time to time without notice and at our discretion.

It is your responsibility periodically to review this page for updates to these Terms & Conditions, which shall come into effect once posted. Your continued use of the Site will be deemed acceptance of these Terms & Conditions, including our Privacy Statement.

This Site is intended for use by you only if you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the site. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you should leave the Site immediately.

IF YOU DO NOT ACCEPT THESE TERMS & CONDITIONS PLEASE LEAVE THE SITE NOW.

1) Rights

Unless otherwise specified, all rights in all material and/or contents on this Site (including, but not limited to, text, images, logos, web pages, sounds, softwares and videos...) are owned by Société des Produits MARNIER-LAPOSTOLLE.

You accept to use these documents and/or contents on the condition that you comply with the terms and conditions therein or as otherwise expressly authorised in writing by us.

You accept also not to copy, reproduce, transmit, publish, distribute, use in a commercial way, adapt, translate, modify, combine, give or make it accessible to anyone any of these documents and/or contents, or to create any derivative works from these documents and/or contents.

2) Intellectual Property

Unless expressed otherwise, we are the owners of all trademarks, trade names, patents, copyrights, database rights and all other intellectual property rights appearing on or contained in this Site.

Outside the scope of the authorized printing of documents and/or contents of this Site as described at article 3 below, the use of this Site does not grant you any rights whatsoever or any interest or license on the intellectual property materials relating to this Site.

3) Copying

You may view this Site and you are welcome to print hard copies of material on it solely for your lawful, personal, non-commercial use. All other copying, whether in electronic, hard copy or other format, is prohibited and may breach intellectual property laws and other laws worldwide. Furthermore, you are not entitled to reproduce, transmit, publicly perform, distribute, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of such material, or use it for commercial purposes, without our prior written consent. All other rights are reserved.

4) Terms of Use and Acceptable Usage Policy Relating To Message Boards

This Site may contain discussion groups, news groups, bulletin boards, chat rooms and other interactive services (collectively, "Message Boards"). We may or may not actively monitor use of, or content or materials posted on, our Message Boards. Similarly, we may or may not exercise editorial control over the content of any Message Board. As a result, you may be exposed to content on our Message Boards that is inaccurate, fraudulent or deceptive or that you find offensive or objectionable. Your use of Message Boards is at your own risk.

However, we reserve the right, but not the obligation, to monitor our Message Boards and to remove or alter any content which, in our sole discretion, constitutes a misuse thereof these and may restrict, suspend or terminate your use of these services or the Site where we believe that there has been such a misuse.

The following examples constitute a misuse of our Message Boards : using the services for any improper, unlawful or immoral purpose, causing any nuisance by your use of the services or causing the operation of the services to be jeopardized or impaired; using the services to create, host or transmit (whether in a Message Board or otherwise) any defamatory, offensive, or obscene material or engaging in activities which would cause offence to others on grounds of race, religion, creed or sex; using the services to harm, or attempt to harm, minors in any way; using the services to create, host or transmit any material that threatens or encourages bodily harm or the destruction of property or would constitute a criminal offence or give rise to civil liability; using the services to create, host or transmit material which infringes the copyright, trademark, patent, trade secret, privacy, publicity or other intellectual property or proprietary rights of any other party; using the services to create, host or transmit unsolicited advertising material to other users; using the services to create, host or transmit any material that harasses another; using the services to make false, misleading, deceptive or fraudulent offers to sell or buy products, items or services or to send chain letters or pyramid schemes and the like; adding, removing or modifying identifying network header information or copyright management information including author names, publication dates or clearance agency names in an effort to deceive or mislead; using the services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, our or a third party's security measures, computer software, hardware, electronic communication system, or telecommunications systems; using the services to collect, or attempt to collect, personal information about third parties without their knowledge or consent or to engage in screen scraping, database scraping or any other activity with the purpose of obtaining lists of users or other data; using the services for any activity which adversely affects the ability of other people or systems to use the services or the internet generally, including, without limitation, flooding and hacking; reselling, repurposing or redistributing any services provided by us our contractors or our licensees without our prior written consent; or impersonating any person or entity or using a false name that you are not authorized to use. Encouraging, condoning or glamorizing under-age drinking, drunk-driving or excessive consumption of alcoholic beverages disclosing any personally

identifiable information about yourself or any other party (e.g. telephone number, geographic address or any other information from which an individual's identity or contact information can be derived).

This list only serves to provide examples and is not meant to be an exhaustive list of the type of unacceptable uses of the Message Boards that may result in the restriction, suspension or termination of your use of the Message Boards or of our Site. Due to the global nature of the Internet, users hereby agree to comply with all local rules regarding on-line conduct and acceptable content. Users also agree to comply with any applicable rules regarding the export of any data from any country.

Any content, information or material posted to a Message Board ("Postings") will be deemed not to be confidential or secret. You understand that personal and other information (e.g. username, email address, phone number) that you post on or through Message Boards is generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. You should not include any personally identifiable about yourself or any other person in any posting. We reserve the right, but not the obligation, to remove any postings that contain personally identifiable information. We shall not be liable for the use or misuse of any information or data, including personal information that you post on our Message Boards.

You represent and warrant that your that your Postings are original to you, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory or otherwise unlawful, that no other party has any rights there to, and that any "moral rights" in your Postings have been waived, and you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Postings (in whole or part) and / or to incorporate them in other works in any form, media, or technology now known or later developed.

We are not responsible for maintaining your Postings and we may delete or destroy them at any time.

CONTENT, INFORMATION AND MATERIALS POSTED BY USERS TO MESSAGE BOARDS ARE NOT ENDORSED BY US. IT IS YOUR RESPONSIBILITY TO EVALUATE AND CONFIRM THE ACCURACY OF INFORMATION PROVIDED BY OTHER USERS ON OR THROUGH MESSAGE BOARDS.

The opinions expressed in Message Boards are not necessarily ours. Any statements, advice and opinions made by participants are those of such participants only. We shall not be held responsible for any statements, advice, opinions or other content or materials on Message Boards.

5) ABSENCE OF GUARANTEES

YOU USE THIS SITE AT YOUR OWN RISK. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND WITH NO GUARANTEE, WHETHER EXPLICIT OR IMPLICIT, OF ANY SORT, INCLUDING BUT NOT LIMITED TO IMPLICIT GUARANTEES OF QUALITY OF GOODS AS FIT FOR SALE, OF NON-VIOLATION OF THIRD PARTY RIGHTS, IN PARTICULAR BREACH OF INTELLECTUAL PROPERTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, AND ALL GUARANTEES THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SITE WILL BE PROTECTED OR FREE FROM VIRUSES OR ANY OTHER NUISANCE, OR THAT THE INFORMATION PROVIDED ON THE SITE WILL BE COMPLETE, ACCURATE OR OPPORTUNE.

6) THIRD PARTY GOODS AND SERVICES

WE DO NOT VOUCH FOR THOSE PERSONS, COMPANIES AND OTHER ORGANISATIONS WHOSE GOODS OR SERVICES MAY BE ACCESSED OR DISPLAYED THROUGH OR ON THE SITE.

7) YOUR RESPONSIBILITY

You should always verify the information set out in this Site with independent authorities

before acting or relying on it. It is your responsibility to use virus checking software on any material downloaded from this Site and to ensure the compatibility of such software with your equipment.

In circumstances where you provide us with information relating to any third parties, you warrant that you have received that third party's consent in relation to such disclosure and that the third party has been informed of, and agrees to, our Privacy Statement and the uses which we may make of such information.

8) LIMITATION OF LIABILITY

WITHIN THE LIMITS OF WHAT IS PERMITTED UNDER CURRENT LEGISLATION, NEITHER SOCIÉTÉ DES PRODUITS MARNIER-LAPOSTOLLE NOR ITS RELATED COMPANIES, ITS EXECUTIVES OR EMPLOYEES MAY BE HELD LIABLE TO PAY YOU ANY FORM OF DAMAGES OR COMPENSATION FOR ANY PREJUDICE YOU MAY SUFFER OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO DIRECT OR INDIRECT PREJUDICE CORRESPONDING TO ASSOCIATED COSTS INCURRED, SPECIFIC AND REPRESSIVE DAMAGES, LOSS OF PROFITS AND DAMAGE RESULTING FROM LOSS OF DATA, TRANSMISSION TIMES, FAULT, ERROR, OMISSION OR INTERRUPTION OF SERVICE), ARISING FROM OR RELATED TO THE USE OR IMPOSSIBILITY OF USING THE SITE AND ITS CONTENT, WHETHER BY VIRTUE OF ANY GUARANTEE, IN CONTRACTUAL, LEGALLY PUNISHABLE OR ANY OTHER TERMS, IRRESPECTIVE OF WHETHER SOCIÉTÉ DES PRODUITS MARNIER-LAPOSTOLLE MAY OR MAY NOT HAVE BEEN NEGLIGENT OR MAY OR MAY NOT HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGE ARISING.

9) Materials submitted by you

Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by email, or in any other way. Any information or material submitted by you, and which has not been specifically requested by us, will be deemed not to be confidential, secret or proprietary. You agree that any information or materials submitted by you to this Site, whether ideas, creative concepts or other materials, may be used, reproduced and disclosed by us without restriction for whatever purpose we deem fit and without payment of any sum or acknowledgement of you as their source. You also warrant that any "moral rights" in posted materials have been irrevocably waived by the appropriate authors.

WE SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF USE OR DISCLOSURE OF SUCH MATERIALS BY US TO THE EXTENT PERMITTED BY LAW. This paragraph does not affect any rights you may have under data privacy laws that protect your personal information or similar privacy laws, to the extent that such rights cannot be excluded.

10) User Information

In the course of your use of the Site, you may be asked to provide personal information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to such User Information are set forth in the Site Privacy Statement, which Privacy Statement is incorporated into these Terms & Conditions by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

11) Links from and to the Site

- You acknowledge and agree that we have no responsibility for the information provided by Web sites to which you may link from this Site ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with us of such sites or the content, products, advertising or other materials presented on such sites. We have no control over these Linked Sites and do not edit or monitor them. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage, loss or cost 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.

12) Restriction, Suspension and Termination

We may restrict, suspend or terminate your access to the Site and/or your ability to avail of any of the services on the Site, including interactive services, if we believe that you have breached these Terms & Conditions at any time. Any such restriction, suspension or termination will be without prejudice to any rights which we may have against you in respect of your breach of these Terms & Conditions. We may also remove the Site as a whole or any sections or features of the Site at any time. Please note that we have the ability to trace your IP address in the event of a suspected breach of these Terms & Conditions.

13) Entire Agreement

These Terms & Conditions, including our Privacy Statement, constitutes the entire agreement between you and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements and understandings whatsoever between us. To the extent that software is available through the Site, such software may be subject to a license agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such license agreements. The failure by us to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions shall remain in full force and effect.

14) Law and Jurisdiction

These Terms & Conditions, including the Privacy Statement and any matter relating to this Site, shall be governed by French law and French jurisdiction.

Please do not hesitate to send an e-mail to : contact@cooktails.com

II PRIVACY POLICY

1) Introduction

We endeavour to protect your personal privacy. We provide this privacy statement to help you to understand what we may do with any information that we obtain from you. By providing your personal details to us, you signify your acceptance of our Privacy Statement. If you do not agree to this statement, please do not provide your personal details to us. This privacy statement is incorporated into, and part of, the Terms and Conditions, which govern your use of the site in general. We will use your information for the purposes set out below.

We may need to update this privacy statement from time to time. We recommend that you regularly check this page to ensure that you have read the most recent version.

2) Legal Purchase Age

You must not provide us with your personal information if you are not of legal age to purchase alcohol in the jurisdiction in which you reside and (if different) in the jurisdiction in which you are accessing the site. We do not intend to collect personal information from any individuals under the legal purchase age. If we receive notice or believe that someone under the legal purchase age has provided us with personal information we will make every reasonable effort to remove such personal information from our files.

3) Collecting Personal Information

You can decide what personal information you provide to us. We will only collect personal information that you choose to provide. Where possible, we will enable you to select how we will use this information.

You may choose to provide us with personal information if, for example, you: contact us with an enquiry; register on the site, fill out a survey or other form with your personal information included; request us to provide you with information; post information to public areas of the site.

You have the opportunity to choose not to opt-in receive communications from us at any

point where we request information about you.

By providing any personal information to us, you fully understand and clearly consent to the transfer of such personal information to, and the collection and processing of such information in, other countries or territories. Any such transfer and processing by us will be in accordance with this privacy statement.

Third parties (including but not limited to software providers, advertisers and ad placement agencies) may also use tracking technologies by or through the site. We have no responsibility or liability for any tracking, data collection or other activities of such third parties.

4) Use of Cookies

We do not connect the information collected through cookies with other information that is personally identifiable, unless required or permitted to do so by law or to enforce the Terms & Conditions.

In common with many websites, we use "cookies" to help us gather the following information from visitors to our site E.g. the IP address from which you access the site the type of browser and operating system used to access the site the date and time of your access to the site the pages you visit the internet address of the website from which you accessed the site

A cookie is a small data file that our server sends to your browser when you visit the site. The use of cookies helps us to assist your use of certain aspects of the site. You can delete cookies at any time or you can set your browser to reject or disable cookies. If you do disable cookies some functions on the site may not work correctly.

We use information from cookies, for example, to learn about the number of visitors to our site and the type of technology that our visitors use. Cookies help us to monitor what sort of content is popular and to assess visitors browsing habits. When a user revisits the site, we may recognize the user by the cookie and customize the user's experience accordingly. We can use this information to continually improve the content and usability of the site.

We may compile and report to third parties (such as advertisers) aggregate statistics about our users in terms of numbers, traffic patterns and related site information.

5) Use of Information

We will use information collected from you in the following ways: *Marketing purposes.*

We may use information for internal marketing analysis, for example, to assess trends amongst our consumers or to measure the amount of traffic to our websites. We may also use your personal information in order to communicate with you about our products and services and those of our subsidiaries, affiliates, and parent companies and any of their related businesses. *Public (or Interactive) Areas of the Site.* Information that you post on or through the public areas of the site

(e.g., chat rooms, bulletin boards and discussion groups) are generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. Users of the site are encouraged to exercise caution when providing personal information about themselves in public (or interactive) areas of this site. *Sale and Transfer.* In the event of a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation, we may transfer, sell, or assign to third parties information concerning your relationship with us, including without limitation, personally identifiable information that you provide and other information concerning your relationship with us. *Administration and Data Management.* We may transfer your personal information to third parties under confidentiality obligations when the performance of any service in relation to the activities above is subcontracted (e.g. the administration of a marketing campaign). *Legal purposes.* We may disclose your personal information if permitted by law or required to do so by law or where we believe such action is necessary in order to protect or defend our interests or the interests of our customers or users of our site

Access to your Information

In accordance with provision 34 of the law described as "Computer systems and rights of freedom" dated January 6th, 1978, you may at any time access, alter, correct, suppress, any of your personal data. In order to do so, please send your

query to Jacques Marnier Lapostolle, Société des Produits MARNIER LAPOSTOLLE, 91 boulevard Haussmann, 75008 Paris, France or send an e-mail at contact@cooktails.com

6) Security

We take security seriously and we take precautions to keep your personal information secure. We have put in place appropriate physical, electronic and managerial procedures to safeguard the information we collect.

However, due to the open communication nature of the Internet, we cannot guarantee that communications between you and us, or information stored on our servers, will be free from unauthorized access by third parties.

7) Links

This site may contain links or references to other Web sites outside of our control. Please be aware that we have no control over these sites and our privacy statement does not apply to these sites. We encourage you to read the privacy statements and terms and conditions of linked or referenced sites you enter.

III REGLEMENT DU SITE PARTICIPATIF COOKTAILS.COM

ARTICLE 1

LA SOCIETE DES PRODUITS MARNIER-LAPOSTOLLE, société anonyme au capital de 27.157.500 euros, dont le siège social est situé en FRANCE à Paris 8ème, 91 boulevard Haussmann, ou toute autre personne morale de son choix, existante ou à créer, qu'il lui plairait de substituer aux droits et obligations ci-dessous énoncés, ci-après dénommée "MARNIER-LAPOSTOLLE" organise, du lundi 11 octobre 2010 au 31 décembre 2011 inclus, un accès à un site participatif gratuit sans obligation d'achat selon les modalités décrites dans le présent règlement.

ARTICLE 2

Ce site participatif est ouvert à toute personne physique majeure résidant en France Métropolitaine ou à l'étranger, à l'exception des membres du personnel des sociétés ayant participé directement ou indirectement à son organisation, à sa réalisation, à sa promotion ainsi qu'aux membres de leur famille (conjoint, ascendants, descendants, frères et soeurs).

ARTICLE 3

Le site participatif est annoncé sur le site Internet « www.cooktails.com ». Pour participer, chaque internaute doit disposer d'un accès à Internet et d'une adresse électronique (e-mail).

Les participants devront se connecter à l'adresse suivante « www.cooktails.com », puis cliquer sur la bannière «Participez en créant votre recette de cooktails».

Pour y accéder, les participants doivent remplir le bulletin de participation électronique en y indiquant leurs nom, prénom, adresse électronique et laisser sur le site leur propre recette de Cocktail.

Tout autre mode de participation est exclu.

De plus, toute connexion internet ne donnera lieu à aucun remboursement.

ARTICLE 4

Les participants ayant obtenu le plus grand nombre de votes par les internautes sur le site verront leurs recettes publiées dans le livre des Cooktails et la version électronique de ce livre leur sera envoyée à l'adresse fournie lors de l'inscription au site participatif. Seules les recettes à base de liqueur GRAND MARNIER® seront susceptibles d'être

publiées dans le livre des Cooktails.

ARTICLE 5

La Société des Produits MARNIER-LAPOSTOLLE se réserve le droit d'écourter, de différer, de modifier, de proroger, d'interrompre ou d'annuler purement et simplement le site participatif, sans préavis, en cas de circonstances constituant un cas de force majeure ou un cas fortuit, sans que sa responsabilité puisse être engagée à ce titre.

Dans ces diverses hypothèses, l'information pourra être communiquée par tout moyen au choix de MARNIER-LAPOSTOLLE.

ARTICLE 6

Les gagnants acceptent par avance la publication éventuelle, sur tout support, de leur pseudo et ville de domicile sans qu'ils puissent prétendre à aucune contrepartie, ni indemnité de quelque nature que ce soit. Notamment, les gagnants autorisent MARNIER-LAPOSTOLLE, à titre gracieux, à utiliser librement leur pseudo et ville de domicile dans le cadre de l'éventuelle mise en ligne électronique de leurs coordonnées.

ARTICLE 7

Il est rappelé que pour concourir dans le cadre du Jeu, les participants doivent nécessairement fournir certaines informations personnelles les concernant (nom, adresse ...). Ces informations, sauvegardées dans un fichier informatique, sont destinées uniquement à MARNIER-LAPOSTOLLE.

Le traitement automatisé de ces données nominatives, a donné lieu à une déclaration auprès de la Commission Nationale de l'Informatique et des Libertés, conformément à la Loi 78-17 du 6 janvier 1978 relative à l'Informatique, aux Fichiers et aux Libertés. Conformément à cette même Loi, les participants disposent à tout moment d'un droit d'accès, de rectification et de suppression des données les concernant.

Les participants ou gagnants souhaitant exercer leurs droits et/ou ne souhaitant pas que ces informations soient communiquées à des tiers peuvent exercer en écrivant à :

Société des Produits MARNIER-LAPOSTOLLE
SERVICE MARKETING
91 BOULEVARD HAUSSMANN
75008 Paris

ARTICLE 8

Le présent règlement est soumis exclusivement à la loi française. Toute question relative à l'application et/ou à l'interprétation du présent règlement, sera tranchée souverainement, selon la nature de la demande, par MARNIER-LAPOSTOLLE. Toute contestation relative au site participatif, devra être formulée sous un délai maximal de 90 (quatre vingt dix) jours à compter de la date limite de participation. En cas de désaccord persistant relatif à l'application et/ou à l'interprétation du présent règlement, et à défaut d'accord amiable, tout litige sera soumis au Tribunal compétent.

ARTICLE 9

Toute participation au site participatif implique l'acceptation pleine et entière, donc sans réserve du présent règlement.

GRAND MARNIER®, 2010 All rights reserved.