

## LEGAL NOTICES AND TERMS AND CONDITIONS OF USE OF WEBSITE

### LEGAL NOTICES

#### Publisher

The website at [www.chateaux-castel.com](http://www.chateaux-castel.com) is the property of Castel Frères, a simplified joint-stock corporation (Société par actions simplifiée) with a capital of 78,080,619.00 Euros, registered in the Trade and Companies Register of Bordeaux, reg. no. B 482 283 694, and whose headquarters are located at 24, rue Georges Guynemer 33290 BLANQUEFORT, France.

Site Publisher: Claire Laurent – 01 45 12 42 00 – [c.laurent@castel-freres.com](mailto:c.laurent@castel-freres.com)

EU VAT NUMBER: FR 64 482283694

#### Multimedia Design and Development

The website at [www.chateaux-castel.com](http://www.chateaux-castel.com) has been designed by Café Crème, a company with a registered capital of 3, 830.00 E, registered in the Trade and Companies Register in Bordeaux, reg. no: B 434 268 959, whose headquarters are located at: Hangar G2, Bassin à flot n°1, 33300 Bordeaux. (Registered with CNIL, no. 1125196)

#### Host

The site at [www.chateaux-castel.com](http://www.chateaux-castel.com) is hosted by OVH, a simplified joint-stock corporation (Société par actions simplifiée) with a capital of 10,000,000 Euros, registered in the Trade and Companies Register of Roubaix-Tourcoing, reg. no. 424 761 419 00045, and whose headquarters are at 2 rue Kellermann 59100 Roubaix - France.

<http://www.ovh.fr/>  
0 820 698 765

### GENERAL CONDITIONS OF USE

The following are the conditions of use for the web site at [www.chateaux-castel.com](http://www.chateaux-castel.com)

By using this web site (hereafter referred to as "the Site," you agree to be bound by the Terms and Conditions of Use detailed below (hereafter referred to as « Terms and Conditions ». **These Terms and Conditions form a contract between you and the services provided by the Site.** Castel Frères may from time to time revise the Terms and Conditions, and it is up to you to review the Terms and Conditions each time you access the site.

By using the Site after the Terms and Conditions have been revised, you confirm your agreement to be bound by the new General Conditions of Use.

**If you do not accept the General Conditions of Use, please exit the Site.**

Castel Frères maintains the Site for personal use by persons legally permitted to consume alcoholic drink, and from countries where alcohol consumption is permitted. You are asked to leave the Site immediately if you do not agree to be bound by the Terms and Conditions, you are not of legal drinking age in the country from which you have accessed the Site or if you are in a country where use of this Site is not permitted. Castel Frères can accept no responsibility if these requirements are not met.

#### Disclaimer

Castel Frères take all reasonable steps to ensure that the information published on this Site and the sites of any of its subsidiaries to which it carries a direct link is accurate and up to date. Castel Frères reserve the right to amend the content of this Site and these Conditions at any time and without notice.

However, Castel Frères cannot guarantee that the all the information provided is timely, reliable, accurate and exhaustive.

Therefore, Castel Frères accepts no responsibility and cannot be held liable in the case of:

- Failure or malfunction of the Site;
- The presence of a bug or bugs;

- Inaccuracies, unexpected errors or omissions in the information available on the Site;
- Any damage arising from fraudulent intrusion by a third party leading to changes in the data available on the Site;
- More generally, in the case of any damage, either direct or indirect, whatever the cause, origin, nature or consequences, which may occur as a result of a third party gaining access to the site, inability to access the site, or reliance on information obtained directly or indirectly from it.

Furthermore, Castel Frères cannot guarantee that the host server is free from viruses or any other technical problems which may damage the User's computer or any data stored on it.

In any event, Castel Frères, or one of its subcontractors, cannot be held responsible for any damage occurring as a result of connecting to the Site.

Any circumstances beyond the control of either party and which neither party could reasonably have foreseen or prevented will be said to constitute *force majeure*. In such an event the contractual obligations of both parties will be suspended.

Both parties accept that damages attributable to *force majeure* may be caused by, but are not limited to: strike action with a direct or indirect effect on suppliers, breach of contract by a supplier, failure of energy supply, malfunction of IP network, war, riot, civil disturbance, attack etc.

#### Confidentiality, Copyright, Brands and other Property Rights

The Site and any software used in connection with it may contain confidential information which is protected by current intellectual property laws, or any other similar laws or regulations

Unless otherwise stated, intellectual property rights relating to the content of the Site and any items designed for use on the Site remain the exclusive property of Castel Frères. The user has no licences or permissions with respect to intellectual property rights other than to browse the site.

You may copy material from this site only for your own personal and private use. You may not make, or use the copies made, for any other purpose.

You may print or download material from this site subject to the five following conditions:

- (i) The material or information is solely for personal use and not for commercial purposes;
- (ii) No evidence of copyright or other notice of property rights is removed from the material or information;
- (iii) the material is not altered in any way;
- (iv) you are in a country where the consumption of alcoholic drinks is permitted; and
- (v) You are of legal drinking age in the country you are currently in.

You may not copy, modify, create derivative works, reverse engineer or attempt in an other way to access the source code (except where required by law), sell, attribute, sub-license or transfer in any way the rights relating to this software.

Finally, you may not make changes to the software or use modified versions of it, notably (but not limited to) in order to gain unauthorised access to the service or to access the Site by any means other than via the interface provided by Castel Frères expressly for this purpose.

#### Privacy Policy

The following section details Castel Frères' privacy policy regarding the collection and use of data on the site (hereafter "the Site"), notably the type of data we collect and how we use it.

#### Protection of Personal Data

As a general rule, you may browse the site freely without disclosing any personal information such as name, address, phone number or e-mail.

However, before you enter the site, you will be asked to confirm that you are of legal drinking age in the country you are currently in. We use this information to prevent access by persons below drinking age, or those from countries where alcohol consumption is not permitted.

At certain points, you may be asked to supply personal data, so that we can provide any information you have requested, respond to your online activity or to allow you to take part in our surveys. We may also request demographic data such as your language or country of residence so that we can better tailor our site content to your needs. You are not obliged to provide this information, although if you do not, we may be unable to respond to some of your requests.

In accordance with law no. 78-17 of 6<sup>th</sup> January 1978 relating to data protection ("Loi Informatique et Libertés"), the Site has been declared to CNIL - Commission nationale de l'informatique et des libertés (French National Data Protection Agency), no. 11252216.

If you do not want us to collect data from you, simply refrain from answering any of the requests for information you find on the Site.

We make every effort to ensure that any personal data you disclose to us remains confidential.

We do not sell, hire out or otherwise divulge any information to third parties unless we have your express permission to do so, or unless we are required to do so by law, by the authorities, or in the case of legal proceedings.

We may share anonymous data with other companies with whom we work in order to carry out market research.

If we wish to share your data with other companies within the Castel Frères group, or with a third party organisation we feel may be of interest to you, we will always seek your express permission in advance.

If you decline permission, or fail to respond to our requests, we will not share your data.

To access certain parts of the Site, you may require a password. The password will be chosen by you, and will be personal and confidential. You will undertake to keep your password confidential, and not to divulge it to anyone. Use of an internet password is at your own risk, and it is up to you to take all the necessary precautions to protect your own personal data against any breach.

CASTEL FRERES takes all reasonable steps to ensure that any transmitted remains secure and confidential. .

As a user, you acknowledge the limitations and constraints of internet security, notably that it is not possible to provide a total guarantee of security when transmitting data. CASTEL FRERES cannot be held responsible for any damage resulting from the transmission of data via the Site.

#### Automatic Collection of Data

When you visit the Site, the domain server automatically sends us your IP address, information about the date, and duration of your visit, and the IP addresses of any sites you visited via links from this Site.

This information may be used to help tailor the Site content to your needs.

Along with many other organisations, we may store this information on your computer as cookies. Cookies can tell us which sites you accessed before visiting our Site, and which of our Site's pages you accessed.

Cookies do not collect any personal information. You may, if you wish, clear cookies from your hard disk, decline cookies, or request a warning before cookies are stored on your computer.

#### Collecting Data from Minors

We would like to remind you that the Site is not intended for use by persons under the legal drinking age in their country of residence. Therefore, Castel Frères will not knowingly collect information from minors, whether or not they have permission from their legal guardians. If this should happen, however, the information will not be passed on to a third party.

Finally, in accordance with article 34 of the "Informatique et Libertés" (Data Protection) law of 6th January 1978, we would like to inform you that you have the right to access, modify, correct or remove any data we hold relating to you. You may do this by writing to us at Castel Frères, 24 rue Georges Guynemer 33290 BLANQUEFORT France.

#### Unsolicited Mail

Castel Frères never sends unsolicited mail (spam). You may unsubscribe from our mailing list at any time by sending an e-mail to:

contact@chateaux-castel.com with the word "UNSUBSCRIBE" in the subject line.

#### General

Reference to a particular product or service does not imply that Castel Frères and its related companies intend to make these products or services available in every country.

#### Links

The Site may include links to third party sites or other online services. Since Castel Frères has no control over these sites and external sources, Castel Frères cannot be held responsible for their content, advertising, products, services or any other material available on or from these sites or external sources.

Furthermore, Castel Frères cannot be held liable for any loss or damage caused by, or deemed to have been caused by, resulting from, relating to the use of, or reliance on the content of, or the products or services available on these sites or external sources.

Finally, CASTEL FRERES cannot guarantee:

- That external sites are truthful, up to date, relevant, complete and exhaustive
- That external sites accessed via hyperlinks are legitimate and conform with the law; nor do they endorse any opinions expressed therein;
- Access to and good functioning of such websites.

#### Applicable Law and Jurisdiction

These Conditions of Use are governed by French law. Any dispute related to the application of these Terms and Conditions will be subject to French jurisdiction.