

Terms of Use

These terms of use (the “**Terms**”) lay down the terms and conditions of using [<https://wyborowa.pl/en/>] (the “**Website**”).

The Website is administered by **Wyborowa S.A.** with its registered office in Poznań, ul. Janikowska 23, 61-070 Poznań, entered into the register of entrepreneurs by the Poznań – Nowe Miasto and Wilda District Court in Poznań, 8th Business Division of the National Court Register under number KRS: 0000034442, NIP: 7770003038, REGON: 631000141, share capital: PLN 299 510 000.00 (“**Wyborowa Pernod Ricard**” or “**we**”).

In any matters related to the Website operation, please contact us at: regulamin@wyborowa.com.

You are informed that your use of the Website means that you have executed an agreement on services provided by electronic means and these Terms represent the complete and sole content of that agreement. Wyborowa Pernod Ricard is a service provider within the meaning of the Act on Provision of Services by Electronic Means dated 18 July 2002.

Please read carefully these Terms. If you do not agree to any provision of the Terms, please leave and do not use the Website.

1. General provisions

You must be of legal age (be eighteen years old) to use the Website. For verification of your age, you will be requested to give your date of birth before you can start to use the Website.

The Website is aimed to provide the following services by electronic means: to allow users of legal age to read information about us and our offered services (e.g. training) and products as well as brands and products of Wyborowa Pernod Ricard and the Pernod Ricard Group distributed in Poland. All the content of this Website is information only.

Wyborowa Pernod Ricard informs you that certain services available on the Website may be provided by third parties.

No information placed on the Website is a sale offer of products presented within the meaning of the Civil Code and does not provide the basis for making any claims for execution of the sale agreement.

The Terms are available on the Website free of charge for the entire duration of the Website.

In any matters unaddressed in the Terms, the Polish law will apply. This Website is addressed to users residing in Poland. If it is used by users from a state other than Poland, they should also comply with local laws applicable to them.

2. Intellectual property rights

The Website (as a collective work or compilation), domain name, trademarks and such components as architecture, presentation, graphic standard and all elements contained on the Website as well as all material (texts, graphs, charts, graphics, logos, labels, drawings, drafts, images etc.) published on the Website are protected by intellectual property rights, including copyrights under the Copyright and Related Rights Act dated 4 February 1994, international copyright conventions and other copyright

laws (the “**Copyrighted Material**”). Wyborowa is the owner or authorized user of the Copyrighted Material.

You may access the Website for your own, non-commercial purposes only.

In particular you agree not to:

- reproduce in any manner, copy, modify, create derivative works, combine, present, distribute, demonstrate, display, disseminate, publicly present, transfer, broadcast, publish, sell, attribute, sublicense, convey, make available to third parties, place on the market the Copyrighted Material in full or in part,

- modify, change the Copyrighted Material in full or in part, including in order to obtain unauthorized access to the Website and use the Website using any means other than interface connected with the user space, transferred for such purpose via the Website.

If you think that the Website makes available any material infringing upon intellectual property rights, please notify us about that immediately.

3. Hazards related to provision of services via electronic means

We warn you that the use of services provided electronically entails some hazards which cannot be entirely eliminated. For example, this includes receiving spam, exposure to harmful and unwanted spyware, malware (including but not limited to wabbit, Trojan, backdoor, exploit, rootkit, keylogger, dialer, hoax), viruses, exposure to cracking, phishing (obtaining confidential information) and sniffing (intercepting confidential information), hazards related to piracy, exposure to illegal software and exposure to cryptanalysis.

Wyborowa Pernod Ricard takes steps aimed to mitigate the above risks by implementing security measures relating to the servers and the Website. We warn you however that given the open communication in the Internet, these hazards cannot be entirely eliminated. That is why Wyborowa Pernod Ricard cannot guarantee that the Website or the server using which the Website is made available, are free from the hazards named above.

We will inform you about any breaches of our security measures by third parties to the extent this is required by applicable laws.

Wyborowa Pernod Ricard cannot guarantee that features of the Website will operate smoothly or faultlessly, information sent by the Internet will reach the user of the Website in an error-free, complete and full form. We cannot guarantee either that you will obtain from the Website exactly the information you expect.

4. Privacy Policy and Cookies Policy

Any personal data you will make available to us when using the Website, including data provided during any registration will be subject to the Privacy Policy.

We can use cookies (information placed on your computer’s hard disk to facilitate your communication and interactions with the Website) for personalization of your use of the Website. Terms of using the cookies are set out in the Cookies Policy.

5. Links

This Website may contain links or references to other independent websites or Internet resources. We have no control of and we are not liable for the accessibility of such websites or resources and these Terms do not apply to them. Therefore, we recommend reading the privacy policy and terms of use of websites you visit operated by third parties.

We do not back up and we are not liable for contents, advertisements, products or other material available on websites and resources referred to above. If third party-operated websites offer products or services, any potential transactions are made between you and that third party only and Wyborowa Pernod Ricard is not held liable for these transactions.

You should address any comments on the above websites to the relevant administrator or webmaster of the website.

6. Placing information on or via the Website

You are solely liable for information and other content you place on or via the Website. In particular, you should be aware that your data and other information (e.g. user name, email address, telephone number) you place on or via the Website (e.g. using chats, notice boards, postcards, invitations) are accessible to the general public and may be obtained and used by others who as a result, may contact you and send you unsolicited messages.

If you use forums available on or via the Website, you should be careful when providing personal information about yourself.

7. User instructions

I warrant and agree that when I am using the Website I will not place, edit, post, disseminate or otherwise publish using the Website any material that (a) is copyrighted, subject to ownership rights or intellectual property rights unless I hold such rights or have obtained the right holder's consent to such activities; (b) is unlawful, hazardous, aggressive, offensive, compromising the good name, vulgar, obscene, defamatory, unfair, fraudulent, contains express or graphic reports or descriptions of sexual acts (including but not limited to sexual innuendos, references to sexual violence or sexual threats addressed to another person or group of persons), which infringes the privacy of others or incite others to hatred as well as other content infringing legally protected interest of third parties, (c) limits or prevents other users from using the Website, (d) may lead to or encourage others to offences or lead to civil or criminal liability, or (e) contains a virus or other item harmful to IT systems or an advertisement of any products or services. I further warrant and agree that I will not: (a) provide untrue or misleading information about relations with any person or entity; (b) download, place, publish, post, reproduce or distribute or otherwise use information or other material received via the Website for commercial purposes (other than as expressly permitted by the provider of such information or other material); (c) engage in sending spam or unsolicited messages to a large number of people; or (d) attempt to gain unauthorized access to other IT systems using the Website. If these Terms do not expressly provide otherwise, for the sake of the Website copyright protection, you are prohibited to download, place, publish, transmit, reproduce or distribute otherwise any component of the Website proper or documents relating to it.

We have no obligation or accept any obligation to monitor the content placed on or via the Website. If we obtain any credible information about any unlawful content, we are obliged to prevent access to

that content; if this is possible, you will be notified of the intended prevention of access to the above content.

We inform you that we will not intentionally monitor or disclose any private messages sent electronically unless this is required by law. We reserve the right to refuse to place and the right to delete any information or material, in full or in part, which will be unacceptable or unlawful or will breach these Terms.

8. Liability for damage inflicted in relation to the Website use

Our liability in damages for non-compliance with obligations under the Terms and the scope of that liability is set out in the applicable laws.

Despite our best efforts and efforts of other authors of the Website content to ensure that material published is reliable, such material may contain technical inaccuracies and typographical errors, we cannot guarantee that the material is always complete, reliable and up-to-date. We cannot guarantee either that the use of the Website will be uninterrupted or free from technical defects.

The Website gives you access to its content for information only. We and other authors of the Website content cannot be held liable for effects of decisions made by you or third parties relying on the content published on the Website or obtained due to the visit or use of the Website.

9. Complaint procedure

Any complaints about the Website can be lodged in writing to: Wyborowa S.A. Warsaw Branch, ul. Złota 59, 00-120 Warsaw, or by sending an email to: regulamin@wyborowa.com. To make the complaint consideration procedure easier, please make sure that the complaint describes the issue you have come across and your related request and other information you consider relevant to the complaint consideration.

We will notify you of the results within 30 (thirty) days of receipt of the complaint.

10. Technical requirements necessary for the use of the Website

If you wish to use the Website, you need to have operational devices with an Internet connection, access to the Internet and any correctly configured web browser installed on the device with the Internet access to make it possible to display HTML documents.

11. Changes

We reserve the right to change these Terms for valid reasons, i.e. to adapt the Terms to solutions provided in law or if such change is needed due to a decision of the court or other competent public authority or to implement new technical measures to secure privacy or if this is necessary for technical reasons related to services provided to you or if such need arises from the changed scope of services offered via the Website.

We will notify you of any changes to the Terms using the Website.

All changes to the Terms are applicable on the date indicated in the new version of the Terms, and if this is not stated – as soon as the updated Terms are published on the Website.