

Terms and conditions of the "LOUIS XIII THE DROP" Game

Article 1 – Organisation of the Game

The company E. REMY MARTIN & C°, with a capital of €6,724,809.00, registered in the Angoulême Companies Register (RCS) under the number 775 563 323, whose registered office is located at 20 rue de la société vinicole, 16100 Cognac (hereinafter referred to as the "Organising Company") is organising a game with no obligation to make a purchase entitled LOUIS XIII THE DROP exclusively on the <https://thedrop.louisxiii-cognac.com/> website (hereinafter referred to as the "Site") from 13 October 2022 at 12 hours (French time) to 22 December 2022 at 12 hours (French time) (hereinafter referred to as the "Game").

Article 2 – Game materials

The Game is advertised on the following media:

- on the Site,
- on LOUIS XIII Social medias,
- on LOUIS XIII newsletters,
- on LOUIS XIII Media Campaigns

Article 3 - Conditions of participation

The Game is open to natural persons residing in the countries listed in Appendix 1 of these terms and conditions, provided that they are of legal drinking age in their country of residence.

The following are not eligible to participate in the Game :

- The staff of the Organising Company as well as members of their immediate family (spouse, parents, brothers, sisters, children)
- Any person who has participated in any capacity whatsoever in the organisation of the Game, as well as members of their immediate family (spouse, parents, brothers, sisters, children).

Participation shall be exclusively via the Internet on the Site.

Any participation in the Game on plain paper, by mail, by telephone or in any other form, in particular by registration via social networks, will not be taken into account.

Only one participation per person (same name, same first name, same e-mail address, same postal address) is permitted throughout the duration of the Game.

Participants are required to read and accept these terms and conditions without reservation when registering for the Game, to maintain a loyal attitude involving absolute compliance with these provisions and the law and to refrain from any fraud or attempted fraud. Participants are also required to respect the rights of other participants.

Any person who contravenes one or more of the provisions of these terms and conditions will be deprived of the possibility of taking part in the Game, as well as of any prize that may have been won.

Article 4 - Terms of participation

In order to take part in the Game, participants must :

- Get onto the Site,
- Participate in the digital experience offered by scrolling through the various product presentation pages,
- Fill in the entry form and provide their contact details (Last name, First name, Date Of Birth, email address, Country, City, postal code),
- Accept the present terms and conditions,
- Accept or not accept to receive offers by e-mail.

Any registration that is incomplete, fraudulent and/or does not comply with these terms and conditions and/or contains inaccurate information will not be taken into account and will result in the invalidity of the participation. Any participant thus disqualified shall not be entitled to any prize. The Organising Company then reserves the right to put back into play the prize that may have been wrongly awarded.

Any participation via an automatic connection, bot, computer programme or any digital or physical device of such a nature as to circumvent these terms and conditions and/or to distort the fairness of participation between participants and/or to defraud/pirate/manipulate the mechanism for designating the winners is prohibited and shall result in the cancellation of all participations that may have benefited from such fraud and, if applicable, the outright cancellation of the Game.

The Organising Company reserves the right to carry out any necessary checks on the identity, domicile and age of the participants. Any false declaration shall automatically result in the elimination of the participant.

Article 5 – Modalities for determining the winners

The winners will be determined by 3 draws.

There will be a draw for 4 winner(s) per geographical area listed in Appendix 1, each draw being made from among all the participants in that area.

Winners will be notified from 10 January 2023 by email via the email address provided at the time of entering the Game.

All messages communicated in this regard are subject to verification of the absence of fraud, malfunction and compliance with the provisions of these terms of conditions.

The winners must confirm receipt of this message by return e-mail. Failure to reply within 30 days of receiving this message will result in the winner forfeiting the prize.

Article 6 - Prizes and prize-giving procedures

A total of 10 prizes will be awarded, each consisting of a tasting experience of the LOUIS XIII product "The Drop" for 2, with an indicative value of 500 euros including tax.

Each winner will be contacted by an interlocutor from their country of residence, who will design a tasting experience.

The date of the experience will be agreed between the Organising Company and the winner.

The prize does not include hotel, transport or any other costs that may be associated with the travel of the winner and his/her companion in connection with the prize.

The winners must comply with the health standards in force in the country where the tasting experience is organised.

The Organising Company reserves the right to modify the prizes and to replace them with prizes of equivalent nature and/or value.

The prize is nominative and may not be transferred, transmitted or given to a third party. It will not be taken back or exchanged for another prize.

There shall be no financial compensation.

If, for reasons beyond the control of the Organising Company, the prizes cannot be awarded to the winners, they shall lose their rights to these prizes, which shall not be reallocated.

Article 7 - Limitation of liability - Force majeure

The Organising Company shall not be held liable if, due to a case of force majeure or beyond its control, the Game has to be modified, shortened or cancelled.

No compensation may be claimed in this respect.

The Organising Company reserves the right in all cases to extend the Game or to postpone the date announced.

The Organising Company reserves the right to stop or suspend the Game in the event of fraud or attempted fraud.

Any dispute or claim relating to the Game or its terms and conditions will only be considered within one month of the end of the Game.

The Organising Company shall not be held responsible in the event of poor e-mail delivery or in the event of interruption of Internet communications or alteration of entries (network communication, network interruption).

Participation in the Game implies knowledge and acceptance by the participants of the characteristics, limits and risks of the technologies used by the Internet and the technologies linked to it, in particular with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption and, more generally, the risks inherent in any connection or transmission, the lack of protection of certain data against possible misappropriation and the risks of contamination by possible viruses circulating on the network, without the liability of the Organising Company being engaged as a result.

The Organising Company shall not be held liable in the event of technical or human failures on the part of telecommunication operators, nor in the event of malfunctioning of the Internet network, nor in the event of a temporary or permanent technical breakdown.

Also, in the event of a technical malfunction of any kind, the Organising Company reserves the right, if necessary, to invalidate and/or cancel the Game without being held liable in this regard.

The Organising Company shall do everything in its power to allow access to the Site, without however being bound by any obligation to succeed. The Organising Company may, at any time, in particular for technical reasons, interrupt access to the Site, without its liability being engaged as a result.

The Organising Company reserves the right to stop or suspend the Game in the event of fraud or in all cases where, for any reason whatsoever, the computer system awards prizes not provided for in these terms and conditions. In such cases, the messages informing the participants of a prize will be considered null and void. In no case may the number of prizes exceed that provided for in these terms and conditions.

The messages provided to participants on the Site at the time of their participation are automatic and communicated subject to verification by the Organising Company of compliance with all of the provisions of these terms and conditions, the absence of fraud or any malfunction.

Article 8 - Filed of these terms and conditions

These terms and conditions are filed with XXX, bailiff in Paris, XXX.

The terms and conditions are available for consultation on the Site.

No request (written, telephone or oral) concerning the interpretation or application of the terms and conditions of the Game will be answered.

Article 9 - Non-reimbursement of costs

The costs of internet connection enabling participation in the Game will not be reimbursed by the Organising Company.

Article 10 - Game address

The address of the Game is: <https://thedrop.louisxiii-cognac.com>

Article 11 - Modification - Cancellation of the Game

The Organising Company reserves the right to shorten, postpone, modify, extend, interrupt or cancel the Game, without prior notice, due to any event beyond its control and in particular in the event of force majeure, without its liability being engaged in this respect and without any compensation of any kind whatsoever being due to any participant.

Article 12 - Personal data

The personal data collected are exclusively intended for the Organising Company in the context of the Game and will not be used for any other purpose, unless the participants give their express consent. The Organising Company may, however, communicate such data to third parties solely within the framework and for the sole purpose of the Game.

The mandatory nature of the data to be provided is indicated on the entry forms. Failure to provide this information may make it impossible to access certain services or features of the Site and to participate in the Game.

Personal data is collected in order to validate participation in the Game and is used to identify the participant and to deliver the prize in the event of winning.

The data protection officer can be contacted at the following address: privacy@remy-cointreau.com

The data is kept for the period strictly necessary for its purpose, with the exception of data for which the minimum retention period results from a legal or regulatory obligation or the expiry of a limitation period.

In accordance with the regulations, participants have the right to access, rectify, transmit in the event of death, delete, limit or oppose the processing of their personal data at any time, by sending a letter to the Game address, indicated in article 11 of these terms and conditions, with a copy of their identity card.

Participants may submit any complaint regarding the use of their personal data to the personal data control body at the following address CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

Article 14 - Application of the terms and conditions

In the event that differences appear between the French version of these terms and conditions and a translated version of these terms and conditions, only the French version shall be deemed authentic. If one or more provisions of these terms and conditions are declared null and void or inapplicable, the other clauses shall retain their full force and scope.

Article 15 - Applicable law

The present terms and conditions as well as the entire Game and the relations between the Organising Company and the participants are subject to French law.