

LEGAL INFORMATION AND TERMS OF USE

LEGAL INFORMATION

Publisher

The rivieraroses.com website is owned by Castel Frères, a French simplified joint-stock company with a share capital of 78,080,619.00 euros, as listed in the Bordeaux Trade and Companies Register under no. B 482 283 694, with its head office located in 24 rue Georges Guynemer, 33290 Blanquefort, France.

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Hosting

rivieraroses.com is hosted by OVH, a French simplified joint-stock company with a share capital of 10,000,000 euros, as listed in the Roubaix-Tourcoing Trade and Companies Register under no. 424 761 419 00045, with its head office located in 2 rue Kellerman 59100, Roubaix, France.

<http://ovh.fr>

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GENERAL TERMS OF USE

The purpose of this document is the definition of the terms of use for the website accessible at <http://www.rivieraroses.com>.

By navigating this website (hereinafter the "Website"), you accept to be bound by the General Terms of Use (hereinafter the "Terms and Conditions") set out herein. Said Terms and Conditions constitute a contract between the user and the service provided by the website. Castel Frères may revise these Terms and Conditions from time to time and it is your obligation to review them each time you visit the website.

Use of the website following an amendment made to the General Terms of Use shall mean the User purely and simply accepts said new General Terms of Use.

If you do not agree with the general provisions set out herein, please do not use the website.

Castel Frères has set up this website for personal use by individuals who are over the legal drinking age in all countries where the consumption of alcoholic beverages is legal.

Please leave this site immediately if you do not accept these General Terms of Use, if you are under the legal drinking age in the country you are currently in or if you are in a country where visiting this website is prohibited. Castel Frères may not be held liable if you do not comply with these provisions.

Disclaimer

Castel Frères shall, to the best of its abilities, ensure the accuracy of the information provided as well as the updating thereof on this website as well as any other directly related website owned by one of its subsidiaries. Castle Frères reserves the right, at any time and without prior notice, to correct the content of this website and the provisions contained herein.

Nevertheless Castel Frères cannot fully guarantee the accuracy or exhaustiveness of the information provided on this website.

Consequently Castel Frères is not responsible and its liability may not be called into question for any of the following:

- Any disruption of the website;
- The appearance of bugs;
- Any one-off inaccuracies, unexpected errors or omissions included in the information available on the website;
- Damages arising from fraudulent interference by a third party leading to a modification of the information provided on the website; and
- More generally speaking, any direct or indirect damages, regardless of the cause, origin, nature or consequences, which may arise as a result of a user accessing the website or it not being possible to access the website, or further still any information provided directly or indirectly by said user.

Additionally, Castel Frères cannot guarantee the fact the server hosting this website is free from viruses or could be subject to a technical issue capable of damaging the components of users' computers or the data stored therein.

In any event Castel Frères or one of its subcontractors may not be held liable for any damage whatsoever arising as a result of the user connecting to this website.

Any event outside of the control of the parties which cannot be reasonably prevented shall constitute a force majeure event, duly suspending the obligations of the Parties hereto.

The Parties agree that all damages arising from the following events, including but not limited to strikes directly or indirectly affecting our suppliers, termination of an agreement with a supplier, power cuts, IP network failure, war, riots or civil commotion, terrorist attacks, etc. shall be included as force majeure events.

Confidentiality, copyrights, branding and other property rights

This website as well as any necessary software used in connection with it may contain confidential information protected by the whole of current applicable intellectual property rights or any other law or regulation.

Therefore, and unless otherwise specified, the intellectual property rights for documents contained on this website and each of the elements created for the site are the exclusive property of Castel Frères. No licence or any other right aside from the viewing the site is granted to any party with respect to intellectual property rights.

The reproduction of website documents is authorised solely for personal and private informational purposes. Any reproduction or use of copies made for this purpose is expressly prohibited.

Printing or downloading any materials or information contained on the website is subject to the five following conditions:

(i) said materials or information may solely be used for personal and non-commercial purposes; (ii) no notice of copyright or any other information regarding property rights may be removed from the materials or information; (iii) the materials or information may not be modified in any way, shape or form; (iv) you are currently in a country where the consumption of alcoholic beverages is legal and permitted; and (v) you are of legal drinking age for the country you are currently in.

You are likewise prohibited from copying, modifying, creating derivative works from, reverse engineering or otherwise attempting to find the source code in any way, shape or form (except where allowed by law), selling, assigning, sub-licensing or transferring any right attached to the software in any way, shape or form.

Lastly you are likewise prohibited from modifying the software or using a modified version of the software, particularly for the purposes of (including but not limited to) obtaining unauthorised access to the service and accessing the website by any other means than the interface you have been provided by Castel Frères for this purpose.

Privacy policy

The following privacy policy describes how Castel Frères collects and uses information for the website (hereinafter the "Website"), particularly the type of information collected from users and how this is reused.

Personal data protection

As a matter of principle you may navigate our websites without having to provide us with any personal information such as your name or address, telephone number or e-mail.

Nevertheless you will be asked to verify you are of legal drinking age in the country you are currently located in when you enter the website. We use this information to deny access to the website to minors, as well as people who are not allowed to legally consume alcoholic beverages in their country.

In certain areas of the site we may ask you to provide us with certain personal information so we can provide you with information you have asked us for, respond to your online reactions or so you can participate in one of our surveys.

You may likewise be asked to provide us with certain demographic information (such as the language you use and country of residence) for the purposes of adapting the contents of the site to your needs. You are under no obligation to provide us with this personal information; however if we do not have this information we may not be able to deal with some of your requests.

In accordance with law no. 78-17 of 6 January 1978 on computer information, files and freedoms (hereinafter the "Law on Computer Information and Freedoms"), the website is required to make a statement with the French National Commission on Computer Information and Freedoms (hereinafter the "CNIL"), which was submitted under no. 11252216.

If you do not wish for your personal information to be collected, simply do not respond to the requests for information contained on the website.

We strive to ensure the personal information you provide us with remains confidential.

We will not sell, hire or otherwise disclose said information to any third parties except where expressly permitted to do so by the holder (i.e. yourself) unless we are not required to do so by law, the relevant authorities or for the purposes of co-operating with legal proceedings.

We may share batches of anonymous data with other companies we work with to conduct market research.

In the event we wish to send your personal information to other Castel Frères group companies or third parties who we think may be of interest to you, we will send a request in this regard for your agreement.

In the even of no response or refusal on your end we will not send any of your personal data to the aforementioned parties.

Access to certain parts of the website requires use of a password. The password, as chosen by the user, is personal and confidential. The user shall undertake to keep their password unknown to others and not disclose it in any way, shape or form. Use of a password on the internet is done at the User's own risk and peril. It falls to the User to take all measures required to keep their own data safe from online threats.

Castel Frères shall undertake to implement all means necessary to ensure the safety and confidentiality of the data being sent.

Nevertheless the user hereby acknowledges the limitations and constraints inherent to internet networks and, to this end, accepts it is impossible for Castel Frères to fully secure the data exchange process. Castel Frères may therefore not be held liable for any damages arising from the transmission of information via the Website.

Automatically collected data

When you visit our website the domain server automatically sends us your IP address as well as information such as the date you accessed our website and the length of time you spent on it, in addition to the IP addresses you navigated to via links on our site.

This information may be used for the purposes of adapting the content of our website to meet your needs.

Just like any number of companies, we may store information about your company as cookies. Cookies tell us which sites you have visited prior to coming to ours as well as which pages you looked up on our site.

Under no circumstances will cookies collect personal information. You may delete cookies from your hard drive, block them or even request a warning to come up so they are not stored on your hard drive.

Non-collection of data regarding minors

We would like to remind you that our site is not intended for minors or individuals under the legal drinking age in their country of residence. As such Castel Frères will not knowingly collect information regarding minors, regardless of whether we have received legal authorisation to do so from their guardians or otherwise. In any event Castel Frères will not provide this information to third parties.

Lastly and in accordance with article 34 of the Law on Computer Information and Freedoms of 6 January 1978, we wish to remind you of your right to access, modify, rectify and request the deletion of your personal data. To exercise this right, please send a letter in this regard to Castel Frères, 24 rue Georges Guynemer 33290 Blanquefort, France.

Spam e-mail

Castel Frères will never send you any unsolicited e-mail. You may unsubscribe at any time from our mailing list by sending an e-mail to the following address: contact@rivieraroses.com.

General provisions

References to a particular product or service do not necessarily imply Castel Frères or its associated companies intend to make the product or service available in every country.

Links

This website may include links to other websites or other online sources. Insofar as Castel Frères cannot control the content of external websites and resources, Castel Frères may not be held liable for the provision of said websites and resources with respect to their content, ads, products, services or any other material available via or from said websites or resources.

Furthermore Castel Frères may not be held liable for any damages or losses, either founded or alleged, as arise or as relate to the use or reliability of the content, goods or services available on said external websites or resources.

Lastly, Castel Frères makes no guarantees regarding:

- The veracity, currentness, quality, relevance, completeness or exhaustiveness of the websites linked to.
- The lawfulness of the content and opinions available on external sites accessible via a hypertext link.
- Difficulties accessing or the operational state of said websites.

Applicable law and jurisdiction

These terms and conditions are governed by French law. All disputes arising from the application of these general terms of use shall be subject to the French courts.