

# Terms and conditions for using the online cellar

# on the site www.bourgogne-wines.com

This document sets out the terms and conditions for using the Online Cellar available on the site <a href="https://www.bourgogne-wines.com">www.bourgogne-wines.com</a>

All access and/or use of the Online Cellar service on the site <a href="www.bourgogne-wines.com">www.bourgogne-wines.com</a> implies that you have agreed to and respect all the terms and conditions herein, and this acceptance is unconditional. This then constitutes a contract between the managing company and the user.

In the case where a user does not accept all or part of the conditions herein, he or she is requested to renounce all use of the Online Cellar of the site <a href="https://www.bourgogne-wines.com">www.bourgogne-wines.com</a>.

Access and use of the service are limited to your personal use; no commercial use is permitted.

### Presentation of the Online Cellar service:

This service, put online on the site <a href="www.bourgogne-wines.com">www.bourgogne-wines.com</a>, allows users to manage their wine cellar stock via the internet. By entering the appellation, the vintage and the name of the producer, the Bourgogne Wine Board (BIVB) can then provide the technical specifications of the appellation, tasting advice and suggested food combinations. Users can manage their wine stock and keep souvenirs such as photos of bottles or notes on when a wine was drunk, and can then share this on social media.

### Registration

To use the service, users have to connect via the website <u>www.bourgogne-wines.com</u>.

The user will then have to fill out an online form, including obligatory information (title, name, postcode, country, email, username, password, date of birth), plus some optional details.

The user must click the box "I have read and accept the rules" to validate the registration, which implies accepting and respecting unreservedly the terms and conditions herein.

Only one registration will be accepted per person identified by a given email address.

It is strictly forbidden, by any means, to modify or attempt to modify the operation of the service.

## Description of the service offered

Once connected to the service, the user will be able to manage his or her cellar.

Thanks to the entry forms, the user can:

- Add wines to his or her cellar
- Withdraw wines from his or her cellar

The BIVB will give users access to its data base (solely concerning Bourgogne appellation wines). As such, when the user enters:

- the start of the appellation, the BIVB will complete the name, and provide information on the characteristics of the appellation, as well as recommended food and wine pairings.
- the name of the producer, the BIVB will provide his or her full contact details.
- the vintage, the BIVB will provide details of that year's characteristics.

The user can also use the site to store photos of wine labels or souvenir photos of the occasion on which a wine was drunk.

At any point, the user can consult his or her cellar stock.

By using our service, the user grants the BIVB permission to use the data contained in his or her online cellar, which can be used by the BIVB's economics department. This anonymous data may be used as part of market studies.

In accordance with French law, the creation of our data base has been declared with the CNIL on 12/09/2012 (n° 1614573V0).

In accordance with the law 78-17 of 6 January 1978, amended, ("computer data and freedom"), you have the right to access information about you, and can have this altered or deleted. You simply have to contact us at the following address: <a href="mailto:florence.ragonneau@bivb.com">florence.ragonneau@bivb.com</a>.

#### **General information**

- 1. All participants authorize the BIVB to carry out any verification concerning their identity, contact details and date of birth.
- 2. The BIVB cannot be held responsible for any damage, material or virtual, caused to participants, their computer equipment and the data stored therein, or for any consequences that might result on their personal, professional or commercial activity.
- 3. The BIVB cannot incur any responsibility if, in case of *force majeure* or events outside of its control, it is obliged to cancel, cut short, prolong, postpone or modify the conditions of participation and the operational methods of the project herein.
- 4. The use of the online cellar is free of charge and entails no purchasing obligation.

The managing company cannot be held responsible in the case where one or several participants cannot connect via the following URL: <a href="http://www.bourgogne-wines.com">http://www.bourgogne-wines.com</a>, due to any technical difficulty or other problem linked notably, but not limited to:

- excess traffic on the network
- human error or electrical fault
- any malicious intervention
- the telephone connection
- hardware or software
- any software or equipment malfunction
- force majeure.