

Terms and conditions for the « My Speakers Corner » website

ARTICLE 1 : Aim

The purpose of these general terms and conditions is to provide a legal framework for the use of the "Ma Tribune" space and its services.

This contract is concluded between:

- The Bourgogne Wine Board, hereafter referred to as "the BIVB" or "the Publisher".
- Any individual or company wishing to access the Site and its services, hereafter referred to as "the User".

These terms and conditions of the use must be accepted by the user, and their access to the Site is only granted once these terms are accepted by the User.

In the event of non-acceptance of the terms and conditions stipulated in this contract, the User hereby forfeits access to the services offered by the Site.

The BIVB reserves the right to unilaterally and at any time change the Content of these terms and conditions of use. It will inform Users if it does.

ARTICLE 2 : Legal information

The "Ma Tribune" space of the Site is published by the BIVB (a trade body), whose head office is located at 12 Boulevard Bretonnière, 21200 Beaune, France.

The BIVB is represented by its Managing Director, Christian Vanier.

ARTICLE 3 : Définitions

The purpose of this clause is to define the key terms used in the contract:

- The Publisher: The Bourgogne Wine Board, or BIVB
- The Site: The BIVB's website at <https://www.vins-bourgogne.fr/>
- The User: Anyone who uses the Site or any of the services offered on the Site
- Member: Any user who has contributed to the "My Tribune" space

User Content: Any data uploaded by the User to any section of the Site

ARTICLE 4 : Access to services

Users of the Site's "My Tribune" section are freely able to:

- Read articles with informative content
- Publish their own texts and photos



Any User with access to the internet can log into the Site for free and from anywhere. Any cost to the User for accessing the Site (internet connection, computer hardware, etc.) is not the responsibility of the Publisher.

The Site makes every effort to ensure quality access to its services but cannot be held responsible if such access is not available.

Any event that is the result of *force majeure* leading to a malfunction of the network or server is not the responsibility of the Site.

Access to the Site and its various services may be interrupted or suspended by the Publisher, especially during maintenance, without any obligation to notify or justify such interruptions or suspensions.

The Publisher is unable to guarantee the reliability of sources, although the information disseminated on the Site is deemed reliable.

The User can contact the Site Editor by email at webmaster@bivb.com.

ARTICLE 5 : User Responsibility

The User takes full responsibility for any use he or she makes of the information and Content present on the “My Tribune” section of the Site.

The Site must be compensated for any damages resulting directly or indirectly from any use of the service by the User.

Members are allowed to publish on the Site:

- Texts
- Photos, images, and logos
- Videos

In their comments, Members undertake to be respectful of others and the law and accept that such publications are moderated and may be rejected or censored by the BIVB, with no obligation to provide any justification.

In publishing any images on the Site, the User guarantees the BIVB that he or she owns the copyright, and has obtained the image rights of any persons photographed, of the owners of any property pictured in the image, and of the creators of objects visible on the image, and more generally, that the publication of any image does not violate the image rights and copyright of the people concerned.

ARTICLE 6 : Responsibility of the Editor

Any malfunction of the server or network will not be the responsibility of the Publisher.

Similarly, the Site cannot be held responsible in the event of *force majeure* or for unpredictable and insurmountable actions of third parties.

The Site's “My Tribune” section is committed to using all necessary means to ensure data security and privacy. However, it cannot guarantee total security.

The Publisher is unable to guarantee the reliability of sources, although the information disseminated on the Site is deemed reliable.

ARTICLE 7 : Intellectual property

The Contents of the Site's “Ma Tribune” section, including all logos, texts, graphic elements, videos, etc., are copyrighted under the French Intellectual Property Code.

Users must obtain permission from the Site Editor for any reproduction, copying or publication of any Content from the Site.

The User commits to using Site Content in a strictly private setting. The use of Content for commercial purposes is strictly prohibited.

The User is fully responsible for any Content he or she uploads and undertakes not to use it to harm any third parties. Any legal action initiated by an aggrieved third party against the Site will be the sole responsibility of the User.

The Site Editor reserves the right to freely moderate or delete any Content posted by Users at any time and without justification.

User Content may be deleted or modified by the Site at any time and for any reason. The User will receive no justification and notification prior to the deletion or modification of User Content. Any plagiarized Content will result in heavy penalties, including and not limited to a denial of access to the Site and deletion of Content, without prejudice to any prosecution by the aggrieved party.

ARTICLE 8 : Personal data

The User must provide his or her personal information **to register on the Site**.

The BIVB is particularly attentive to compliance with [French data privacy laws and the EU's General Data Protection Regulations \(GDPR\)](#). This approach commits us to ensuring that the use of any personal data (surname, first name, email address, etc.) is limited to the minimum and that confidentiality is assured, whilst preserving the right for Users to access and correct their data. For any questions regarding the BIVB's commitment to the RGPD and French data privacy laws, please contact our Data Protection Manager [here](#).

ARTICLE 9 : Responsibility in the case of force majeure

The sources of the information disseminated on the “Ma Tribune” section of the Site are deemed reliable. However, the Site does not guarantee the reliability of any sources. The information given on the “Ma Tribune” section of the Site is purely for informational purposes. The User alone assumes full responsibility for the use of any information and content from the Site.

The Site must be compensated for any damage resulting directly or indirectly from any use of the service by the User.

The Site does not guarantee the security and confidentiality of any data transmitted. However, the Site is committed to using all necessary means to ensure the best security and confidentiality of the data.

Similarly, the Site cannot be held responsible in the event of *force majeure* or for any claims from third parties.

ARTICLE 10 : Hypertext links

The “My Tribune” section of the Site is not responsible for any domains and/or sites to which any hyperlinks on the Site are directed, and it has no control over these links.

The Site is not responsible for any content and resources relating to these hyperlinks.

It is possible for third parties to create links to pages in the “My Tribune” space of the Site without express permission from the Site's Editor.

ARTICLE 11 : Duration of the contact

The duration of this contract is indeterminate. The contract comes into effect as soon as the User starts using the Site and its services.

ARTICLE 12 : Applicable laws and jurisdiction

This contract is established under French law. In the absence of an amicable resolution of a dispute between parties, the law courts of Dijon will have exclusive jurisdiction.

ARTICLE 13 : User publications

The Site's "My Tribune" section invites members to publish personal works.

Members undertake to respecting the rules of etiquette and any laws in force with regard to their publications.

The Site moderates any publications submitted and reserves the right to not publish them without having to justify its actions to the Member who submitted them.

Members retain all of their intellectual property rights. However, in publishing Content on the Site, he or she grants the Publisher the non-exclusive and free right to represent, reproduce, adapt, modify, disseminate, and distribute the publication, directly or by an authorized third party, worldwide, on any medium (digital or physical), with no limitations over time.

In particular, the Member grants the Publisher the right to use his or her Content on the internet and on social media.

The publishing company undertakes to include the Member's name in conjunction with their Content.

ARTICLE 14 : Rights release

By publishing images in the "Ma Tribune" section of the Site, the User transfers the copyright and image rights to the Publisher of any persons photographed and/or the owners of the property present in the image as well as the creators of objects visible in the image, and more generally guarantees that she or he owns the image rights and those of the people concerned.