

Legal Terms

The Site is owned and published by MARTELL & CO (hereinafter referred to as “Martell”), a “société anonyme” governed by French law, with a share capital of 954,110,665.71 Euros, registered at the Trade and Company Registry of Angoulême under number 342 438 892 with its registered office Place Edouard Martell, 16100 Cognac, France.

For any enquiry regarding the Site, please contact us by sending an e-mail to: privacy@martell.com

Terms & Conditions

The following terms and conditions (hereinafter referred to as the “Terms and Conditions”) apply to users, viewers and all people who have access to the site <https://swiftnights.martell.com/> (hereinafter referred to as the “Site”).

By using or viewing the Site you agree to these Terms and Conditions, the [Privacy Policy](#) and the [Cookie Policy](#). If you do not agree, please do not use the Site. Any access or use of the Site is undertaken at the user’s own risk. You must be of legal drinking age to use this Site. If you are not, do not enter this Site.

1. Age requirement for use of the Site

To be able to consult this Site, you must be of the legal age defined by your country’s laws governing the consumption of alcohol: if this is not the case, please leave this Site. If you are of the requisite age, please consume our products in moderation.

In certain countries, it is prohibited to consult a site such as ours, because local laws restrict the sale and/or promotion of alcoholic beverages. If you are consulting this Site from a country in which such restrictions apply, please disconnect immediately. If you are not familiar with your country’s laws on this subject, we recommend that you leave this Site and consult your rights before continuing.

2. User conduct

You warrant and agree that you are of minimum age legally required to consume and/or purchase alcohol in accordance with the regulations of user’s country of residence.

While using the Site, you shall not upload, post or transmit to or distribute or otherwise publish through the Site any materials that: (a) are unlawful, threatening, harassing, profane, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), invasive of another’s privacy, or hateful, (b) restrict or inhibit any other user from using and enjoying the Site, (c) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (d) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact. You also warrant and agree that you shall not: (a) impersonate, or misrepresent your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); or (c) attempt to gain unauthorized access to other computer systems through the Site.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Site, the service on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. Martell will not be liable for any loss or damage caused by a distributed denial-of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

3. Responsible Drinking

You warrant and agree that you are of minimum age legally required to consume and/or purchase alcohol in accordance with the regulations of user's country of residence. No website nor account (Twitter, Instagram, Youtube, Facebook, etc.) relating to the brand should be sharable to people under the legal drinking age.

MARTELL & CO and all companies within the Pernod Ricard Group has long been committed to promoting a responsible consumption of alcoholic beverages and discouraging misuse of our products.

We have acted through a broad range of initiatives, in partnership with a wide range of organizations, including industry associations, regulators and public authorities' representatives.

While using the Sites or Social Accounts of the brand, you agree to upload, post or transmit content in respect with the promotion of responsible drinking and not to encourage immoderate or inappropriate consumption of our products. To ensure compliance with that commitment, you shall not upload, post or transmit to or distribute or otherwise publish through the Sites and Social Media Account any materials that:

features any people who are or appear to be under the legal drinking age, including portraying them consuming alcoholic beverages;

- is made by someone under the legal drinking age;
- encourages underage purchase or drinking of alcoholic beverages or illegal, irresponsible or immoderate drinking;
- promotes over-consumption or condemns or criticizes in any way anyone who chooses not to drink alcohol;
- portrays irresponsible drinking in a positive light or associates drinking with driving, operating any kind of machinery or engaging any kind of dangerous activity;
- implies alcoholic beverages have any physical, psychological, intellectual benefits or contributes to sexual success;
- implies alcoholic beverages gives confidence or helps to overcome individual or social problems;
- glorifies the alcohol strength or relates to intoxicating effects of alcoholic beverages;
- mentions drinking alcohol in relation to any kind of illegal, antisocial, dangerous, aggressive or violent behavior.

We reserve the right to delete any contribution that do not comply with the above rules.

To know more about our engagement: www.responsibledrinking.org

4. Restrictions on use

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period. Material from the Site may not be modified, copied, reproduced, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Martell. Martell is the owner of all intellectual property rights in the Site and in any material published on it. All such rights are reserved. Neither title nor any intellectual property rights are transferred to you by use of or access to the Site; rather, all rights, title and interest in and to all aspects of the Site remain the property of Martell. Material on the Site is provided for lawful purposes only.

5. Restriction of liability

Under no circumstances shall Martell, to the extent permitted by law, be liable for any damages whatsoever (including, but not limited to direct, incidental, consequential or indirect loss or damage, including lost profits, loss of income or revenue, loss of goodwill, business interruption or loss of data or information, or punitive damages even if Martell was notified in advance of the potential of such damages), harm, or injury howsoever arising, and whether caused by tort, breach of contract or otherwise, that relate to, arise out of, or result from the use of, or access to, or the inability to use the Site or any of the materials of the Site or sites "hot-linked" to the Site, or are caused by any failure of performance, error, omission, interruption, defect, delay in operational transmission, computer virus or line failure. The material on the Site could include technical inaccuracies or

typographical errors. The materials on the Site are provided “as is” and without warranties of any kind, expressed or implied. To the fullest extent permissible by applicable laws, Martell disclaims all liability for negligence and disclaims all representations and warranties, expressed or implied, (whether by law, case law, trade usage or otherwise) including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Martell does not warrant or make any representations that use of the Site will be uninterrupted or error-free, that the contents will be correct accurate or reliable, or that the Site or the server that makes it available are free of viruses or other harmful components. Martell does not warrant or make any representations and expressly disclaims all liability and responsibility regarding use of or reliance upon information contained in the Site in terms of its accuracy, reliability or otherwise. You (and not Martell) assume the entire cost of all necessary servicing, repair or correction.

6. Protection of intellectual property

6.1. Protection of the Site and its contents by intellectual property rights

The Site itself, such as its architecture, its presentation, its graphic standards and everything it contains as well as all the material (texts, graphs, graphics, logos, drawings, images, etc.) which are published on the Site are protected by intellectual property rights, including copyright (hereinafter referred to as the “Protected Elements”) and are the exclusive property of Martell.

Without such list being exhaustive, you shall not, in particular:

- reproduce, copy, modify, create a derivative work, assemble, recreate, distribute, present, show, disseminate, publicly display, transfer, transmit, publish, sell, attribute, sub-license, transfer, make available to a third party, market, all or part of the Protected Elements, in any manner whatsoever,
- modify, alter, all or part of the Protected Elements with a view, in particular, to obtaining unauthorized access to the Site and accessing the Site by any means other than the connection interface with the user space, furnished by Martell to you for such purpose via the Site.

6.2. Protection of trademarks

All trademarks and all related logos, designs, labels, bottle designs and all other intellectual property associated with <https://swiftnights.martell.com/> used herein are owned by Martell. Martell’s trademarks may not be used in connection with any product or service that is not Martell’s, in any manner that is likely to cause confusion, or in any manner that disparages or discredits Martell. All other trademarks are the property of their respective owners, who may or may not be affiliated with, connected to or, sponsored by Martell.

7. Links

You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by web sites to which you may link from the Site (“Linked Sites”). Links to Linked Sites do not constitute an endorsement by or association with Martell of such sites or the content, products, advertising or other materials presented on such sites. Martell does not author, edit, or monitor these Linked Sites. You acknowledge and agree that Martell is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

8. Applicable law and jurisdiction

These Terms and Conditions shall be governed in accordance with the laws of France, notwithstanding any principles of conflicts of laws. Except as described otherwise, all materials in the Site are made available only to provide information about www.martell.com. Martell which controls and operates the Site from France makes no representation that these materials are appropriate or available for use in other locations.

Any interpretation, dispute or claim concerning these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Paris courts, notwithstanding plurality of parties to the action, third party proceedings, including all emergency, protective and summary proceedings.

9. Information about you and your visit to this Site

Martell processes information about you in accordance with its Privacy Policy. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.