

Terms & Conditions and Privacy Policy

1. Introduction to Web Site Terms and Conditions

1.1 This web site www.bacardi-martini.co.uk ("site") is owned and operated by Bacardi-Martini Limited ("Bacardi") of West Bay Road, Southampton, Hampshire, SO15 1DT, UK.

1.2 You should read these terms and conditions carefully before using this site. By browsing and/or using this site you are agreeing to be bound by these terms and conditions set out below ("web site terms and conditions"). Please note that Bacardi may revise the web site terms and conditions from time to time and any changes will be posted on and included in the then last update of the web site terms and conditions. It is your responsibility to review the web site terms and conditions each time you access this site, to ensure that you agree with them. If you continue to use the site after such an amendment has been made you will be deemed to have accepted such amendments and will be bound by them

1.3 PLEASE EXIT THIS SITE IMMEDIATELY IF YOU DO NOT ACCEPT THE WEB SITE TERMS AND CONDITIONS.

2. Termination of Access to Site

2.1 Bacardi reserves the right, at it's exclusive option to restrict or terminate your access to and/or the availability of this sit or any feature or part thereof at any time, with or without notice.

3. Intellectual Property

3.1 All the content of information and materials visible or readable in whatever form on the site and underlying software, including trade mark, logos, design, text, images, audio and video materials, clips and graphics, are owned by, or licensed to Bacardi and/or it's affiliates. You may download materials contained on this site to a single personal computer and/or print a single hard copy of such materials provided that the following four conditions are met:

(a) The material is solely for non-commercial and personal use.

(b) You do not remove or amend any trade mark, copyright or other proprietary notice from the material.

(c) The material is not altered in any manner.

(d) You are located in a country or other territory where the access and use of this site is lawfully permitted.

3.2 Except as stated above, you may not modify, copy, print, distribute, republish, display, reproduce transmit, download or upload or otherwise use any of the content of information and materials on this site and underlying software and nothing contained on and/or in this site shall grant, whether by implication, estoppel, or other wise, any licence or right to you to use any of the content of, information and materials on of this site and underlying software, without the prior express and written consent of Bacardi. No intellectual property or other rights shall be transferred to you.

3.3 Unless otherwise specified, the authors of the literary and artistic works on this site have asserted their own moral rights pursuant to section 77 of the Copyright Designs and Patent Act 1998 to be identified as the author of those works.

3.4 You will not disrupt or interfere with or alter this site and/or any of the contents of, information and materials on this site. Any person or company that wishes to provide a link to this site and/or any of the content of, information and materials on this site must seek prior written permission from Bacardi.

4. Exclusion and Limitation of Liability

4.1 ALTHOUGH BACARDI HAS TAKEN REASONABLE CARE TO ENSURE THAT ALL OF THE CONTENT OF, INFORMATION AND MATERIALS ON THIS SITE IS ACCURATE, YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE AND ALL OF THE CONTENT OF, INFORMATION AND MATERIALS ON IT ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCESSIBILITY AND REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THIS SITE AND/OR OF THE CONTENT OF, INFORMATION AND MATERIALS ON IT WILL BE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL MATERIAL OR ELEMENTS OR THAT ANY OF THE CONTENT OF, INFORMATION AND MATERIALS ON THIS SITE WILL BE COMPLETE, ACCURATE, TIMELY OR COMPLETE.

4.2 WHERE BACARDI PROVIDES HYPERTEXT LINKS TO OTHER BACARDI WEB SITES YOUR ACCESS TO SUCH OTHER WEB SITES SHALL BE GOVERNED BY THE TERMS AND CONDITIONS CONTAINED ON THAT WEB SITE.

4.3 TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER BACARDI OR IT'S AFFILIATES, INCLUDING WITHOUT LIMITATION ALL THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOST PROFITS AND DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION OR OTHER LOSSES OR DAMAGE OF WHATEVER KIND) ARISING FROM OR RELATING TO YOUR ACCESS OF, THE USE OF OR INABILITY TO ACCESS OR USE THIS SITE AND/OR THE CONTENT OF, INFORMATION AND MATERIALS ON IT OR YOUR RELIANCE ON ANY OF THE SAME OR ANY HYPERTEXT LINK TO ANOTHER BACARDI WEB SITE OR YOUR ACCESS OR USE OF ANY OF THE CONTENT OF, INFORMATION AND MATERIALS ON OR CONTAINED IN OR ACCESSED THROUGH SUCH OTHER WEB SITE, WHETHER OR NOT BACARDI OR ANY OF IT'S AFFILIATES HAS BEEN NEGLIGENT OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Indemnity

5.1 You agree to defend indemnify and hold harmless (and shall continue to indemnify and hold harmless), on demand, Bacardi and it's affiliates (including, without limitation, all their officers, directors, employees and agents) from and against any damages and/or losses, and/or any claim and/or demand made by any third party, and all associated liabilities, damages, costs and expenses (including but not limited to reasonable legal fees) arising out of or relating to your access, browsing or use of this Site, content which you transmit to this Site or your violation of any rights of another, which arises by and/or pursuant to your breach of the web Site Terms and Conditions.

5.2 Should Bacardi, in its sole discretion, determine that you have breached the Web Site Terms and Conditions, then nothing herein shall prevent or in any way restrict Bacardi's right to pursue any of its legal and/or other remedies, including, without limitation, court action.

6. PERSONAL DETAILS

6.1 Bacardi is committed to protecting your privacy. Bacardi will not use any information which it collects about you in the course of, or in relation to, your access or use of this Site otherwise than in accordance with our Privacy Policy. Bacardi recommends that you view its Privacy Policy for full details of its treatment of your information. By accessing and using this Site and submitting information to Bacardi, you agree to Bacardi using that information in accordance with its Privacy Policy.

7. GOVERNING LAW AND JURISDICTION

7.1 These Web Site Terms and Conditions and your access and use of this Site shall be governed by and construed in accordance with English law. By accessing and using this

Site you accept that any dispute under these Web Site Terms and Conditions or arising out of access and/or use of the Site shall be subject to the exclusive jurisdiction of such courts for such purposes.

7.2 You are responsible for compliance with any applicable laws of the country from which you are accessing and/or this Site.

8. GENERAL

8.1 These Web Site Terms and Conditions (together with any other terms and conditions referred to herein) constitute the entire agreement between Bacardi and you concerning its subject matter, and supersede any prior agreements relating to such subject matter. You may not in any way vary or amend these Web Site Terms and Conditions.

8.2 If any provision of these Web Site Terms and Conditions is unlawful, void, or for any reason unenforceable then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions, which shall remain in full force and effect.

8.3 References to a particular product or service does not imply that Bacardi and its affiliates intend to make such products or services available in any or all countries.

8.4 No waiver of any provision of the Terms and Conditions shall be deemed a further or continuing waiver of any such provision or any other provision.

PRIVACY POLICY

(back up to Terms & Conditions)

Who is responsible for the web site and who will be responsible for the information which I provide about myself?

1. The web site is operated by Bacardi-Martini Limited ("Bacardi") of West Bay Road, Southampton, Hampshire, SO15 1DT. Bacardi will control the information which you provide on registration and at other times during your visit to the site. If you have any other questions about the collection or use of your information through the site, you should contact Bacardi by e-mail to info@bacardi-martini.co.uk or by post to the above address and we will deal with your query promptly.

What will happen to the information which I provide about myself?

2. Bacardi may use your information for the following purposes:

- to provide you with information about updates and changes to this site;

- to provide you with information about updates and changes to this site, unless you have specifically requested us not to use your information for this purpose; and
- to carry out our own demographic research and analysis. For this purpose we may combine your information in aggregate form with information about other users.

3. Bacardi may disclose your information:

- to third party suppliers or other companies who work on our behalf where it is necessary to do so in order to supply you with products or services which you have requested from us;
- to any company or other entity acquiring all or part of the business of Bacardi but on strict condition that your information will continue to be used only in accordance with the terms of this Privacy Policy.
- when required to do so by law.

4. Bacardi will not otherwise sell, rent or transfer your information to any third party outside the Bacardi Group.

What use will you make of 'cookies'?

5. 'Cookies' are small data files sent by a web server to a web browser in order to enable the server to collect information back from the browser.

6. Bacardi uses 'cookies' to track registrants sessions at the web site, to identify returning registrants and to enable Bacardi to customise the home page of the site according to the registrants' previous browsing habits at the site. You can delete cookies from your hard drive at any time. You may also be able to set your browser to disable 'cookies'. However, you should be aware that, if you disable 'cookies', this may limit your ability to enjoy the full functionality of the site.

7. We may log and use your internet protocol address. We may use this information in conjunction with your personally identifiable information in order to improve our profile of you so that we can provide you with better and more personal service.

How do you protect information which I provide to you?

8. We use advanced technology and information management systems to protect the security of information provided by visitors to this site. For example, strict procedures ensure that personally identifiable information is only accessed by employees of Bacardi who have a legitimate business need to do so. Access to computer terminals of such employees is password-protected.

Can I delete or correct information which I have provided for you?

9. If you would like us to remove your information from our databases or if you no longer wish to receive information about our products and services, you may notify us by e-mail to info@bacardi-martini.co.uk or by

post to West Bay Road, Southampton, Hampshire
, SO15 1DT.

10. If your information changes and you wish to amend information which you have provided to us, you may notify us by email to info@bacardi-martini.co.uk or by post to West Bay Road, Southampton, Hampshire, SO15 1DT.

Does this Privacy Policy constitute an agreement between us?

11. Yes. By using this web site, you signify your consent to the collection and use of your personal data in the manner and for the purposes described in the Privacy Policy. For our part, we will abide by the terms of this Policy. If we decide to change this Privacy Policy, you can decide whether or not you wish to continue to provide the same or additional data to us on the revised terms; if so, your original data will be held by us under the Privacy Policy applicable at the time when the data was received by us, unless that data is subsequently refreshed or replaced by you (in which case we shall hold the data on the terms of the Privacy Policy applicable at the time of receipt of the refreshed, repeated or replaced data).