



CLOS19.COM

Share your Clos19 Moment Instagram Contest #Clos19Cheers

## TERMS & CONDITIONS

### Introduction

1. By entering this competition (the “**Competition**”), you accept and agree to be bound by these terms and conditions (the “**Terms and Conditions**”). Promotional materials relating to the Competition, including all entry instructions, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence.
2. The promoter of this Competition (“**MH**”) is:
  - for participants resident in the United Kingdom: Moët Hennessy UK Ltd., a company incorporated in England under number 0371236, having its registered address at 18 Grosvenor Gardens, London SW1W 0DH;
  - for participants resident in Germany: Moët Hennessy Deutschland GmbH, a company incorporated in Germany under company number HRB 42106, having its registered address at Seidlstraße 23, 80335 München.

### Entry to the Competition

3. To enter the Competition participants must:
  - Follow Clos19 on Instagram; andShare a photo of Clos19 products (bottles or accessories) using the hashtag #Clos19Cheers  
The entry of the Competition does not require any purchase of any product or payment.
4. The Competition is open only to legal residents of the United Kingdom and Germany who are of legal drinking age (eighteen (18) years old or over). Employees and agents of MH (or any of its subsidiary or affiliated companies) and anyone otherwise connected with the operation or fulfilment of the Competition, and any member of their immediate families, are not eligible to take part. MH reserves the right to require participants to prove that they are eligible. If a prize winner is found to be ineligible, MH will remain the owner of the prize and reserves the right to award the prize to another participant and to require the return of any prize already awarded.
5. The Competition starts on July 15<sup>th</sup> 2021 at 15.00 GMT and ends on December 31<sup>st</sup>, 2022 at 17.00 GMT (the “**Competition Period**”). Entries received outside of the Competition Period will not be eligible to win a prize.
6. The Competition will be hosted on the Clos19 Instagram international account
7. Participants can enter via Instagram during the Competition Period by commenting in the competition posts under the conditions defined in clause 3 above.
8. Entries submitted by any other means than those described in these Terms and Conditions will not be accepted. Any illegible, incomplete or fraudulent entries will be rejected. No purchase is necessary to enter the Competition but you must have an Internet connection and a Instagram account. Only one entry is permitted per person. MH will check for fraudulent entries when the Competition ends.

### The Prizes

9. There are six (6) prizes to be won (1) bottle of champagne (750 mL bottle) or, (1) bottle of wine (750mL bottle) or spirit (700mL bottle) to be determined every month for UK and German residents only.

10. The prizes are as stated and are non-exchangeable and non-transferable. There is no cash alternative. MH reserves the right to substitute the prizes with other prizes of equal or greater value. The prizes will only be awarded to the winners.

### **The Winners**

11. The six (6) winners will be selected by MH based on its quality. . The names of the winners will be picked randomly every 1<sup>st</sup> of each month , and the winners will be notified on the same day.

### **Data Protection**

12. Data processed, legal basis and purposes of the processing

As part of your participation in the Competition, MH and its parent company Moët Hennessy SAS (a company organized and existing under the laws of France with a company number 338 228 414 RCS Paris and a registered address at 24-32 rue Jean Goujon, 75 008 Paris – France), as data controllers, need to collect and process your personal data (your “Data”).

This Data shall consist of: your family name, first name, e-mail address and /Instagram username.

This Data is either needed for your participation in the Competition or otherwise collected with your express consent.

Your Data shall be collected to manage your participation in the Competition, and where applicable, manage the allocation of the prizes.

13. Recipients of the Data

Your data shall be processed by MH and its parent company Moët Hennessy SAS. It shall not be transferred or made accessible to any third party apart from (i) possible affiliates or subcontractors of MH, purely for the purpose of organizing and managing the Competition, and (ii) in case of a reorganization, including total or partial transfer of assets, merger, takeover, de-merger, and in general any reorganization operation.

Finally, MH and its parent company Moët Hennessy SAS may disclose your Data to third parties if such disclosure is required by law, by a regulatory provision or by a court ruling, or if this disclosure is necessary to ensure the protection and defense of its rights.

14. Transfers of Data abroad

The recipients of your Data may be located abroad, including outside the European Economic Area. Any transfer of your Data outside the European Economic Area shall only take place subject to appropriate safeguards being in place, such as contractual safeguards, in keeping with applicable data protection laws and regulations. A copy of the safeguards implemented by MH may be obtained by sending a request under the conditions defined in clause 17 below.

15. Your rights

In accordance with applicable data protection laws and regulations, you have a right to request access to, rectification or erasure of your Data, or restriction of processing, and to object to said processing, as well as the right to data portability as far as it is applicable.

These rights may be exercised by sending a request:

- via postal mail, to :
  - (i) for participants resident in the United Kingdom: Moët Hennessy UK Ltd, Clos19, 18 Grosvenor Gardens, London, SW1W 0DH;
  - (ii) for participants resident in Germany: Moët Hennessy Deutschland GmbH, Clos19, Seidlstr. 23, 80335 München;
- or via email, to: [privacy@clos19.com](mailto:privacy@clos19.com).

You may be asked for proof of identity.

16. Retention period of your Data

The Data shall only be kept throughout the duration of the Competition and for as long as is needed for the allocation of the prizes to the winners. It shall then be destroyed, subject to what might be set out in the section concerning the assignment of your image rights.

17. Contact details of the data protection officer (DPO) and right to lodge a complaint

Should you have any question about the collection and processing of your Data, please contact the data protection officer of MH by sending an e-mail to [privacy@clos19.com](mailto:privacy@clos19.com).

You may also address any complaint to data protection authorities.

### **General**

18. The content (name, image, etc.) you suggest/provide that forms part of your Competition entry must not infringe another person's copyright or other intellectual property rights and by submitting your suggested content, you promise us that this is the case.
19. MH reserves the right to modify, cancel, withdraw or suspend the Competition or these Terms and Conditions in whole or in part, at its sole discretion, at any time if circumstances beyond its control make this unavoidable. MH is not responsible for any condition, circumstances, losses, failures or delays caused by events beyond its control.
20. To the fullest extent permitted by law, MH excludes liability for any damage, loss, injury or claims incurred by a participants' entry into the Competition or their acceptance, receipt and/or use or misuse of a prize. Except as otherwise required by applicable, law, MH accepts no responsibility or liability for any entry or claim which for technical or other reasons is unsuccessful, lost, incomplete, late, damaged, illegible, corrupted, misdirected or faulty.
21. Any participant who enters, attempts to enter or participates in the Competition in a manner, which in MH's reasonable determination is contrary to these Terms and Conditions (including in respect of eligibility) or by its nature is unjust to other participants (including without limitation tampering with the operation of the Competition, entering using fraudulent means, cheating, hacking, deception or abusing, offending, upsetting threatening or harassing any other participants or MH) may be suspended or disqualified from the Competition at MH's sole discretion without prior notice. Entries, comments and posts in respect of the Competition must be socially responsible and must not incentivise, encourage or condone excessive or irresponsible alcohol consumption. They will be moderated daily and any content, suggestions or names deemed by MH to be inappropriate, offensive, obscene, defamatory, insulting, violent, disrespectful or upsetting will be removed. Any such entries, comments or posts will not constitute valid entry into the Competition. Persistent commenting of such nature will see the offending user blocked from the page and disqualified from the Competition.
22. This Competition is in no way sponsored, endorsed or administered by, or associated with, /Instagram. Participants acknowledge that Instagram shall not have any liability to them in connection with the Competition. Eligible participants understand and agree that they are providing their information to MH and not to Instagram. By entering this Competition, each eligible participant releases Instagram from any action or claim arising out of the Competition. Any questions, comments or complaints regarding this Competition must be directed to MH.
23. All decisions of MH in relation to the Competition are final and MH are not obliged to enter into any correspondence with participants. No message whether written or electronic, will be sent to non-winning participants.
24. The unauthorised reproduction, representation or use in any way of all or part of elements relating directly or indirectly to the Competition, and any brands, logotypes or trademarks is strictly prohibited. Save as otherwise provided, all trademarks, logos and any other intellectual property rights are and shall remain the property of their respective owners.
25. The Terms and Conditions may be sent by mail free of charge to any person who requests them from MH in writing and can also be consulted and downloaded on the Clos19 website accounts at the following URL address for participants in the UK: <https://www.clos19.com/en-gb/customer-care/termsandconditions> and for participants in Germany: <https://www.clos19.com/de-de/customer-care/termsandconditions> at any time during the Competition Period.
26. All disputes, claims, issues and questions concerning the Competition and these Terms and Conditions, or the rights and obligations of the participants and MH in connection with the Competition, shall be governed by, and construed in accordance with, English law in the case of participants resident in the United Kingdom or German law in the case of participants resident in Germany. Each participant agrees that the courts of England (in the case of participants resident in the United Kingdom) or Germany (in the case of participants resident in Germany) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Competition or these Terms and Conditions.

MH reserves the right to use the photos tagged on Instagram with the hashtag #Clos19Cheers for marketing purposes and all communication channels of the brand (Social Media and Newsletter). If MH retains a photo and intends to use it, the Instagram account holder will be informed