

## Site Policy

This site is made available by Brescome Barton, Inc. ("Brescome"). Throughout this site, the terms "Brescome," "we," "us," and "our" refer to Brescome Barton, Inc. When you access and use this site, you agree to the terms and conditions that follow. We reserve the right, in our sole discretion, to modify or update these terms and conditions from time to time. If you do not agree to these terms and conditions, you must exit this site immediately.

### Visitor Privacy

#### Legal Purchase Age

You must not provide us with your personal information if you are not of legal age to purchase alcohol in the jurisdiction in which you reside and if different, in the jurisdiction in which you are accessing the site. We do not intend to collect personal information from any individuals under the legal purchase age or market alcoholic beverages to anyone under the legal purchase age.

#### Information We Collect/Use of Information

We are committed to protecting the privacy of visitors to this site. Accordingly, at this site, we do not collect personally-identifying information from users unless they provide it to us voluntarily and knowingly.

When you visit our site, your browser may automatically send us an IP (Internet Protocol) address and certain other information (including the type of browser you use). We may use this IP address and other information to give you access to the site and otherwise administer the site. You may choose to provide us with personal information if, for example, you contact us with an enquiry or request us to provide you with information. You are under no obligation to provide us with this information. When you provide any personally-identifying information to us, you communicate that you are knowingly and voluntarily providing us the information. We may use such information in order to communicate with you about our products and those of our subsidiaries, affiliates, and parent companies and any of their related businesses; we may respond to the electronic mail messages you send us; take other action indicated in the part of the site where the information is requested; and use such information for any other business purpose of Brescome or any of its subsidiaries, affiliates and parent companies. If you do not wish to be contacted by us, you may let us know by sending an email message to us at [info@brescomebarton.com](mailto:info@brescomebarton.com). Please be sure to give us your exact name and e-mail address, and your detailed request so we can respond appropriately.

You also should be aware that we may collect certain usage information about our site, such as the number and frequency of visitors to certain parts of the site. If collected, this data is used only in the aggregate and does not include any personally-identifying information.

#### What Information We Share

We try to make sure that the personally-identifying information you provide us remains private. We will not sell, rent, trade or otherwise disclose the personally-identifying information you provide to anyone outside of Brescome or any of its subsidiaries, affiliates, parent companies and its/their respective service providers, unless we/they are required by law or have a good faith basis for believing that you are in violation of these policies or federal, state or local laws. Although we will use all reasonable efforts to safeguard the confidentiality of any personally-identifying information collected, we will not be liable for disclosure of such information obtained due to errors in transmission or the unauthorized acts of third parties.

#### Use of Cookies

Similar to many companies, we may employ "cookie" technology on our website. These cookies may tell us whether you have visited our site before or are a new visitor and what material on our site you have viewed. These cookies may also enable the sending of electronic mail messages from our web site. If utilized, the cookies used would not (1) collect any personally-identifying information about you or provide us with any way to contact you; (2) extract any information from your computer; and/or (3) be associated with any information you may include in an electronic mail message. You can delete cookies at any time or you can set your browser to reject or disable cookies.

#### Information You Submit

If you communicate information other than personally-identifying information through this site, including suggestions about the site, product and advertising ideas, and any other such information, that information will belong to us and may be used, reproduced, modified, distributed and disclosed by us in any manner we choose, without paying compensation to you.

#### Public Areas of Our Websites

Information that you post on or through the public areas of the site (e.g. chat rooms, bulletin boards and discussion groups) (collectively, "Public Forums") are generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. You should not provide personal information about yourself in the Public Forums. Such personal information is not covered under this Site & Privacy Policy.

#### Links To Other Websites

On this site, we may provide links to other websites as a convenience. Each website has its own privacy practices, as described in that site's privacy policy. Please read each website's privacy policy carefully before you use or submit information to that site. We do not control and are not responsible for linked websites and therefore, cannot be responsible for any information that you may submit at that site.

## Visitor Site Usage

### Site Age Limitation

Brescome and its representatives and agents maintain this site for the personal use of people who are of legal age to purchase and consume alcoholic beverages in the jurisdiction in which they reside or if different, in the jurisdiction in which they are accessing the site. If you are not of legal age to purchase and consume alcoholic beverages, please exit this site immediately.

### Intellectual Property

We are the owner and/or authorized user of all trademarks, service marks, design marks, patents, copyrights, database rights and all other intellectual property appearing on or contained within the site, unless otherwise indicated. Except with respect to the limited, non-exclusive license to access and view this site (including all its contents) and download and print certain material from this site as set forth below in the section entitled "Use of Material", use of the site does not grant you any right, title, interest or license to any such intellectual property on the site. Except as set forth below in the section entitled "Use of Material", you may not display, reproduce, distribute, modify, transmit, or otherwise use any of the intellectual property of Brescome in any way for any public or commercial purpose, without the prior and express written consent of Brescome.

### Use of Material

This site (including all its contents) is the property of Brescome or its licensors and is protected by copyright, trademark, and other laws of the United States and other countries. We authorize you to browse through the site and print and download copies of material on the site for your personal, lawful, non-commercial use only, so long as you do not remove any copyright or other proprietary notices that appear on the material you print or download. You agree that you will not otherwise copy, display or transmit any material on the site in any manner or medium. You also agree not to modify, sell, broadcast or distribute any material on the site, including by uploading the material or otherwise making the material available online. All rights not expressly granted here are reserved to Brescome.

You may not use any computer program tools to access, acquire, copy or monitor any portion of the site or obtain materials or information through any means not purposely made available through the site.

### DISCLAIMERS

YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME.

BRESCOME EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIAL ON THE SITE IS NONINFRINGING; THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITE WILL BE SECURE; THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITE WILL BE COMPLETE, ACCURATE, OR TIMELY.

### LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT BRESCOME, ITS AFFILIATES, ITS SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNS HEREBY DISCLAIM ALL LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE AND ITS CONTENT, MATERIALS AND FUNCTIONS THEREOF. THESE INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES (OR OTHER FORMS OF CONTAMINATION OR DESTRUCTIVE FEATURES THAT MAY EFFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY), YOUR LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES.

THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, AS THE RESULT OF NEGLIGENCE OR OTHERWISE.

YOU ACKNOWLEDGE BY YOUR USE OF THE SITE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

### Indemnity

You shall indemnify, defend and hold harmless Brescome, its officers, directors, employees and agents (collectively, the "Indemnified Parties"), from and against any and all claims or demands made by a third party, and all associated liabilities, damages, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to your browsing or use of this site, content you transmit to this site, or your breach of the terms and conditions or any other laws, regulations and rules. Brescome reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of any matter without the prior written consent of Brescome.

### Jurisdiction

The terms and conditions shall be governed by and construed in accordance with the laws of Connecticut, without regard to conflicts of laws provisions. You irrevocably consent to the jurisdiction of the appropriate courts located in the state of Connecticut for any action arising from or relating to the terms and conditions or your browsing or use of this site.

### Outside the United States

This site is intended for use by U.S. residents who are of legal age to purchase and consume alcoholic beverages. Brescome makes no claims that the content of this site is appropriate or may be downloaded outside of the U.S. If you access this site from outside of the U.S., you do so at your own risk and are responsible for compliance with the laws of the country or other territory in which you are located. References to a particular product do not imply that Brescome intends to make such products available in all countries.

### **Changes to this Site & Privacy Policy**

We reserve the right, at our complete discretion, to change this Site & Privacy Policy at any time by posting revised terms on the site. It is your responsibility to check periodically for any changes we may make to these terms and conditions. Your continued use of this site following the posting of changes to these terms or other policies means you accept the changes.

### **Modifications to the Site**

We reserve the right, for any reason, in our sole discretion, to terminate, change or suspend any aspect of the site, including, but not limited to, content, features or hours of availability. Brescome may impose limits on certain features of the site or restrict your access to part or the entire site without notice or penalty.

### **Materials Submitted by You**

Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the site, by e-mail, or in any other way. Any information or material submitted by you, and which has not been specifically requested by us, will be deemed not to be confidential, secret or proprietary. You agree that any information or materials submitted by you to this site, whether ideas, creative concepts or other materials, may be used, reproduced and disclosed by us without restriction for whatever purpose we deem fit and without payment of any sum or acknowledgment of you as their source. You also warrant that any "moral rights" in posted materials have been irrevocably waived by the appropriate authors. **WE SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF USE OR DISCLOSURE OF SUCH MATERIALS BY US TO THE EXTENT PERMITTED BY LAW.** This paragraph does not affect any rights you may have under data privacy laws that protect your personal information or similar privacy laws, to the extent that such rights cannot be excluded.

### **Acceptable Use**

We may or may not actively monitor use of, or content or materials posted on, our Public Forums. Further, we may or may not exercise editorial control over the content of any Public Forum. As a result, you may be exposed to content on our Public Forums that is inaccurate, fraudulent or deceptive or that you find offensive or objectionable. Your use of Public Forums is at your own risk.

However, we reserve the right, but are not obligated to, monitor our Public Forums and to remove or alter any content, which we believe, in our sole discretion, constitutes a misuse of these rules. We may restrict, suspend or terminate your use of these services or the site where we believe that there has been such a misuse.

Any content, information or material posted to a Public Forum ("Postings") will be deemed not to be confidential or secret. You understand that personal and other information (e.g., username, email address, phone number) that you post on or through Public Forums is generally accessible to, and may be collected and used by, others and may result in unsolicited messages from others. You should not include any personally identifiable information about yourself or any other person in any Postings. We shall not be liable for the use or misuse of any information or data, including personal information, that you post on our Public Forums.

You represent and warrant that your Postings are original to you, do not infringe on another party's intellectual property rights, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory or otherwise unlawful, that no other party has any rights thereto, and that any "moral rights" in your Postings have been waived, and you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Postings (in whole or part) and/or to incorporate them in other works in any form, media, or technology now known or later developed for editorial, commercial, non-commercial, promotional or any other purpose.

The opinions expressed in Public Forums are not necessarily ours and are not endorsed by us. Any statements, advice and opinions made by participants are those of such participants only. We shall not be held responsible for any statements, advice, opinions or other content or materials on Public Forums. You release us from claims and demands of every kind and nature, known and unknown, howsoever arising out of or in any way connected with a dispute with another user of the site.

### **Accounts and Security**

We may enable you to establish an account with a username and password to access and use certain areas of the site, Public Forums and other services. You may not create an account unless you are of legal age to purchase alcohol in your country of residence and in the country in which you are accessing the Site. You are responsible for maintaining the strict confidentiality of your account password, and you are responsible for any activity under your account and password. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us when you desire to cancel your account. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

### **Third Party Goods and Services**

We do not vouch for those persons or entities whose goods or services may be accessed or displayed through or on the site.

### **Linking Policy**

This site may provide, as a convenience to you, links to sites owned or operated by parties other than Brescome. Each linked website has its own terms and conditions of use, as described in such site's terms of use. Please read each website's terms of use carefully before you use that site. Brescome does not endorse the content on such sites (including but not limited to, any products or services available) and is not responsible for the availability, content or security of these external sites. If you link to such sites you do so at your own risk.

### **How to Contact Us**

If you have any questions about this Site & Privacy Policy, please contact us by e-mail at [info@brescomebarton.com](mailto:info@brescomebarton.com)

#### **Miscellaneous**

If any provision of this Site & Privacy Policy is unlawful, void or unenforceable, the remaining provisions will remain in place. This is the entire agreement between you and Brescome regarding all aspects of your use of this site. All remedies whatsoever available are cumulative and non-exclusive. No waiver or failure to require performance in any instance shall act as a waiver or bar in any subsequent or other instance. We shall not be required to post a bond or other security in order to obtain injunctive relief. This Site & Privacy Policy binds and inures to the benefit of your and our respective successors, assigns, heirs, executors, trustees and administrators, as applicable.