

PRIVACY POLICY

Introduction.

The following terms and conditions of use (the "Terms and Conditions") govern your use of the Malibu® brand web site, WWW.MALIBU-RUM.COM, which shall include, without limitation, the home page, splash page, and all other pages under the same top level domain name, and all content thereon (the "Site") as provided by Pernod Ricard USA, LLC ("PR USA" or "We"). We may change the Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the Site.

BY USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THE SITE. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site. By using the Site following any modifications to the Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions.

Proprietary Rights.

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Age Requirement for Use of Site.

This Site is intended only for the use and enjoyment of persons who are of legal age to purchase beverage alcohol in the jurisdiction in which they reside. You must be of legal purchase age or older to access or otherwise use the Site and related services. Persons under legal purchase age are prohibited from using the Site or such services in any way. Certain content on the Site may contain material that may be considered inappropriate or offensive. If you consider any material on the Site to be inappropriate or offensive, please refrain from visiting the Site. If We receive notice, or reasonably believe, that someone under legal purchasing age has provided us with personal information, We will make reasonable efforts to remove such personal information from our database.

Services Available on the Site.

PR USA may make certain services available to visitors of the Site. For example, you may be able to chat with other visitors, post comments on a bulletin board, enter a sweepstakes, download a screensaver or other software or send branded post cards or party invitations to friends (the "Services"). Site visitors are solely responsible for any user information and other content they post on and through the Site. Users should be aware that when they voluntarily disclose personal information (e.g., user name, e-mail address, phone number) on or through the public portions of the Site (e.g., chat, bulletin boards, post cards, invitations), that such information is generally accessible to and may be collected and used by others and may result in unsolicited messages from other people. Visitors to and users of the Site are encouraged to exercise caution when providing personal information about themselves. By accessing this Site, you, the user agree to release and discharge PR USA, its affiliates, owners and creators of this Site from any and all liability which may arise from your use of the site.

Internet Access.

You acknowledge and agree that in connection with your use of the Site and Services you must: (a) provide for your own access to the World Wide Web and pay any service fees associated with such access, and (b) provide all equipment necessary for you to make such access and connection to the World Wide Web, including a computer, software, a modem and a means of connecting to or

accessing the Internet. PR USA shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site.

User Conduct.

You warrant and agree that, 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 protected by copyright, or other proprietary or intellectual property right, or derivative works with respect thereto, except as provided herein or without first obtaining permission from us or the copyright owner; (b) 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, (c) restrict or inhibit any other user from using and enjoying the Site, (d) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (e) 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); (c) engage in spamming or flooding; or (d) attempt to gain unauthorized access to other computer systems through the Site. Except as otherwise expressly permitted herein, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Site itself or derivative works with respect thereto, as the Site is copyrighted as a collective work under U.S. copyright laws.

We have no obligation to monitor any content on or through the Site and We assume no obligation. You acknowledge and agree, however, that We do retain the right to monitor the Site and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect ourselves or our users. We will not intentionally monitor or disclose any private electronic-mail message unless required by law. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that, in our sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

You agree to defend, indemnify and hold PR USA, their directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site or the placement or transmission of any message, information, software or other materials through the Site by you.

Disclaimer of Warranties.

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, including, without limitation, any warranty for information, data, data processing services, or uninterrupted access, any warranties concerning the availability, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. PR USA does not warrant that the Site or the functions, features or content contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. PR USA makes no warranty that the Site will meet users' requirements. No advice, results or information, whether oral or written, obtained by you from PR USA or through the Site shall create any warranty not expressly made herein. If you are dissatisfied with the Site, your sole remedy is to discontinue using the Site.

Limitation of Liability.

IN NO EVENT SHALL PR USA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED to the use of, or the inability to use, the Site or the content, materials and functions related thereto, including, without limitation, loss of revenue, or anticipated profits or lost business or lost sales, even if PR USA or such individual has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to certain users. In no event shall PR USA be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the Site. In no event shall the total liability of PR USA to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms and conditions or your use of the Site exceed, in the aggregate (\$1.00) U.S. dollar.

Links from and to the Site.

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 PR USA of such sites or the content, products, advertising or other materials presented on such sites. PR USA does not author, edit, or monitor these Linked Sites. You acknowledge and agree that PR USA 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.

Applicable Laws.

The Terms and Conditions and the relationship between you and PR USA shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. You and PR USA agree that any cause of action that may arise under this Agreement shall be commenced and be heard in the appropriate court in the State of New York, County of New York. You and PR USA each agree to submit to the personal and exclusive jurisdiction of the courts located within New York County in the State of New York. The failure of PR USA to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access this Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Modifications to the Site and the Services.

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

User Information.

In the course of your use of the Site, you may be asked to provide certain information to PR USA or PR USA may collect such information from you (the "User Information"). PR USA's procedures in relation to the collection and storage of User Information is set forth below. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

Unsolicited or Solicited Materials.

Unless specifically requested, PR USA does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its Services, by e-mail, or in any other way. Any information or material submitted or sent to PR USA will be deemed not to be confidential or secret. By submitting or sending information or other material to PR USA you represent and warrant that the information is original to you and that no other party has any rights to the material. By submitting or sending information or other material to PR USA you grant PR USA the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also warrant that any privacy or publicity rights in posted materials have been waived.

No Confidentiality.

You agree and acknowledge that by using this Site, any and all communications and/or information transmitted by you to or through the Site will not be treated as confidential or proprietary.

Collecting Information.

Personally Identifiable Information: This Site requests and collects certain personally identifiable User Information such as names, addresses, phone numbers, and e-mail addresses through various means, such as Site registration, surveys, games, questions, comments and communications to the Site, and postings to chat and bulletin areas, if any.

Non-Personally Identifiable Information: We also collect certain non-personally identifiable User Information at our Site, such as annual income, buying preferences, or age, also known as demographic or profile data, though this information is optional.

Cookies.

User Information also consists of "Cookies," which are pieces of information that are placed on an individual's computer hard drive to enable the individual to more easily communicate and interact with the Site. We may use cookies to customize your experience on the Site. We may also use cookies to record how many times a user has visited our Site and what pages the user has accessed. You may, however, disallow receiving cookies at any time through your web browser. It is not our intention to use cookies to retrieve information that is unrelated to our Site or your interaction with our Site.

IP Address.

We may collect your IP (Internet Protocol) address, which also falls under User Information, to help diagnose problems with our server, and to administer our Site. An IP address is a number that is assigned to your computer when you use the Internet. This information does not contain any personally identifiable information about you. Your IP address is also used to help identify you during a particular session and to gather broad demographic data.

Use of User Information.

PR USA and its affiliates use User Information collected on and through this Site to comply with the purpose for which such information was collected and other purposes, as disclosed at the time such information is provided, or as described in this Policy. For example, the User Information collected on and through the Site may be used to send you information about our and our affiliates' products and Services and updates to our Site. In certain instances you will have an opportunity to limit this use at the time the User Information is collected. You also may limit this use by following the instructions in Choice/Opt-out below. We may use the User Information We gather along with information obtained from other sources, including third parties.

With respect to non-personally identifiable User Information, We may use this data to improve our Site and to send you information that may be of interest to you. We may also share this User Information with others, such as advertisers interested in advertising on the Site, in aggregate, anonymous form, which means that the information will not contain any personally identifiable information about you or any other person. This User Information may also be used to evaluate what portions of the Site are more popular than others, determine where visitors came from, and where they go, and how long visitors stay on a particular page, or the Site in general.

Sharing.

PR USA may share your User Information with business partners that We believe may provide offers that may be of interest to you. In certain instances you will have an opportunity to limit this sharing at the time the User Information is collected. You also may limit this sharing by following the instructions in Choice/Opt-out below.

Third parties may provide certain services available on the Site. For example, if you choose to purchase products or services from the Site, the information you provide in connection with such purchase may be used by an authorized vendor to fulfill that order. Your provision of User Information to these third parties will be governed by the privacy practices of that third party; please check for the privacy policy link on the page on which you are requested to provide information.

In order to make the Site more enjoyable for visitors, PR USA constantly strives to learn how users use the Site. User Information concerning your use of the Site and related Services may be made available to one or more third parties, such as a data processor, fulfillment agency, or advertising agency, for these purposes.

PR USA may transfer, sell or assign User Information concerning your use of this Site, including without limitation, personally identifiable User Information that you provide and other information concerning your use of the Site, to third parties, as a result of the sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation of PR USA.

PR USA may make User Information concerning users of the Site available to law enforcement personnel and agencies when requested to do so or as required by law.

Posting Information to the Site.

You are solely responsible for the User Information and other content you post on or through the Site. See Terms and Conditions. You understand that User Information that you post on or through the Site (e.g., chat, bulletin boards, post cards, invitations), is generally accessible to and may be collected

and used by others and may result in unsolicited messages or other contact from others. Users of these forums are encouraged to exercise caution when providing User Information about themselves.

Security.

We take security very seriously. We provide for the secure transmission of User Information from your PC to our servers by using encryption software. However, due to the open communication nature of the Internet, We cannot guarantee that communications between you and us, and us and you, will be free from unauthorized access by third parties.

Consent.

By providing any User Information to this Site, you fully understand and unambiguously consent to the transfer of the same to, and the collection and processing of such User Information in, the United States and other countries or territories.

Choice/Opt-out:

You may choose to have your name taken off PR USA's e-mail list or have PR USA not provide your information to others in the future by (1) sending an e-mail to: malibu@qualitycustomercare.com, or by (2) following instructions as provided in any e-mail message from a PR USA representative.

Copyright Act Agent.

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent:

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