

## **RESPONSIBLE PARTY CAMPAIGN OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN THE RESPONSIBLE PARTY CAMPAIGN.

By entering the RESPONSIBLE PARTY CAMPAIGN contest, and in consideration of the chance of the entrant to win a prize (as defined below), the entrant agrees to the following terms and conditions.

### **1. ORGANIZATION**

The organizer is the company Pernod Ricard ("**PERNOD RICARD**" or the "**Organizer**"), a French company with a registered capital of 411,231,437.75 Euros, having its registered office at 12 Place des Etats-Unis, 75016 Paris, France, registered at the Registry of Trade and Companies of Paris under number 582 041 943.

PERNOD RICARD, in cooperation with Erasmus Student Network (ESN), organises a contest called the "**RESPONSIBLE PARTY CAMPAIGN**" (the "**Contest**"), which is without any obligation to purchase, under the terms and conditions hereinafter stated (the "**Official Rules**"). This Contest takes place in the context of the Responsible Party program, in partnership with the ESN Association (Erasmus Student Network).

The **Contest** is being promoted on the RESPONSIBLE PARTY website at [www.responsible-party.com](http://www.responsible-party.com) (the "**RESPONSIBLE PARTY Website**") and on the Facebook page [www.fb.com/responsibleparty](http://www.fb.com/responsibleparty) (the "**RESPONSIBLE PARTY Facebook Page**").

This **Contest** is not sponsored, endorsed or administered by, or associated with, Facebook in any way.

The information provided by the entrants in connection with the **Contest** is provided to PERNOD RICARD and not to Facebook.

### **2. AIM OF THE CONTEST**

The Contest gives the entrants and/or entering teams the possibility to win a week-end trip in the South of France (including dining out, outdoor sports as well as nightlife activities) for the three (3) winning teams, by promoting responsible drinking.

### **3. CONTEST PERIOD**

The Contest begins at 12 pm (C.E.T. - Central European Time) on December 20, 2012 and ends at 12 am (C.E.T.) on March 7, 2013 (the "**Contest Period**").

### **4. CONDITIONS FOR ELIGIBILITY**

This Contest is open to all Erasmus students registered for the 2012-2013 school year, who are of legal age or over to purchase and consume alcohol at the date he/she enters the Contest as stated in Article 5.

The entrants can enter the Contest either on their own or as a team of maximum two (2) students (the "**Entrant**" or the "**Entering Team**"). The same eligibility requirements must be met by the other team member.

The following persons are not eligible for the Contest as well as for the vote on Facebook described in Article 10 of the Official Rules: the employees of PERNOD RICARD or of its parent, affiliate or subsidiary companies, or any other person or entity related to the Contest, and in particular:

- any individual who has been employed by or performed services for PERNOD RICARD (including, but not limited to employees, contractors, officers, directors, interns), or any of its subsidiary, affiliated or successor companies;
- any individual involved in the creation, administration, development, maintenance and execution of the RESPONSIBLE PARTY Website and/or the RESPONSIBLE PARTY Facebook Page (including but not limited to web designers, advertising and/or promotion agencies, officers, directors, interns);
- any individual involved in the administration, development, and execution of this Contest (including but not limited to distributors, web designers, advertising and/or promotion agencies, officers, directors, interns);
- the immediate family members of the abovementioned individuals, including without limitation spouses, parents, children, siblings, grandparents, and "steps" of each, and those living in the same household of any of the abovementioned individuals.

The Entrant or the Entering Team authorizes the Organizer to carry out any necessary checks concerning his/her identity.

The Organizer reserves the right to disregard any entry that is misdirected, illegible, incomplete or incorrect.

## **5. HOW TO ENTER**

To enter the Contest the Entrant or the Entering Team shall:

1. Access the RESPONSIBLE PARTY Website which describes the Contest and explains how to participate.
2. Download the Contest advertising as well as the Official Rules describing how to participate to the Contest and the technical constraints regarding the submission of the project. All of this information is also available on the RESPONSIBLE PARTY Facebook Page. In order to do this, you need to sign in to Facebook with your personal account. The RESPONSIBLE PARTY Facebook Page will contain a direct link to the RESPONSIBLE PARTY Website and all of the information.

In order to submit his/her/their creations, the Entrant or the Entering Team shall:

1. Access the RESPONSIBLE PARTY Website.
2. Click on the Contest link found on the home page directing to the submission form containing the mandatory fields and the ones for uploading the projects.

3. Upload his/her/their project (the 5 posters) on the RESPONSIBLE PARTY Website as PDF, AI or PSD files under 20 mega per file.
4. In order to submit a project, the Entrant or the Entering Team will have to confirm, by ticking a box, having acknowledged and accepted the Official Rules. The Entrant or the Entering Team will also have to fill out some personal information (the Entrant's and every member of the Entering Team's first name, last name, e-mail address, student ID and ESN section) and choose a team name.

In order for the entry to be valid, the Entrant or the Entering Team must provide correct contact information when completing the sign-up process. If the Entrant's or the Entering Team's contact information changes during the Contest Period, the Entrant or the Entering Team must provide updated details to the Organizer.

## **6. RULES REGARDING THE POSTERS**

1. The Entrant or the Entering Team must create five (5) different posters, all based on a common concept, but with five (5) different messages aimed at convincing the Europeans that it is necessary to control one's alcohol intake during parties and/or warning about the dangers and consequences of excessive alcohol consumption (the "**Posters**").
2. The uploaded files (PDF, AI or PSD) shall not weigh more than 20 mega each.
3. It is mandatory that the wording on the posters, if any, be in English.
4. Posters must be visible in dark places such as bars and night clubs.
5. The Posters will be used during student parties in the 27 countries of the European Union as well as in Serbia, Switzerland, Bosnia, Norway, the Principality of Monaco and the Principality of Andorra.

## **7. LIMITATIONS**

The Organizer reserves the right to disregard any entry from an Entrant or an Entering Team who attempts to enter more than once as multiple entrants.

Only five Posters per Entrant or Entering Team will be accepted.

The Organizer reserves the right, in its sole discretion, to disregard any entry from an Entrant or an Entering Team whose Poster(s), notably:

- Encourages irresponsible consumption of alcoholic beverages, including but not limited to consumption by pregnant women and/or the underage purchase or consumption of alcoholic beverages;
- Disparages PERNORD RICARD's brand image, or any other brand image, indirectly or directly, in any way;
- Breaches any applicable law or guideline;

- Is defamatory, vulgar, hateful, pornographic, abusive, indecent, or otherwise violates legal rights of others and/or which the Entrants and/or Entering Teams have no right to submit;
- Attaches files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of other people's computer;
- Is commercial solicitation or solicitation of donations;
- Contains materials which are not created entirely by Entrants and/or Entering Teams or which are owned by third parties;
- Portrays the Entrant or Entering Team as representative of PERNOD RICARD and/or;
- Portrays any person other than the Entrant or Entering Team.

Failure to abide any of the abovementioned requirements shall result in immediate disqualification of the Entrant or the Entering Team. The Organizer's decision is final and not subject to review or appeal.

After having been submitted by the Entrant or Entering Team (step 3 of Article 5 of the Official Rules), the Posters will be subject to moderation by the Organizer as well as the Vice-President of the ESN association, Katharina MA, head of the Responsible Party project at ESN, depending notably on the abovementioned criteria.

The Organizer will select eight (8) projects via a sample group made up of PERNOD RICARD employees responsible for the RESPONSIBLE PARTY program, as well as Katharina MA, Vice-President of the ESN association.

This selection will take into account 4 criterions:

- Originality.
- Humor.
- No reference to any kind of violence.
- No reference to sexuality.

The eight (8) Entrants and/or Entering Teams thus selected will be notified by email on March 13, 2013 at the latest, before publication of their Posters in the Contest's Facebook picture gallery which can be accessed via the RESPONSIBLE PARTY Facebook Page (the **"Picture Gallery"**).

The Entrant or the Entering Team will receive an email from PERNOD RICARD at the email address that he/she/they has (have) provided to enter the Contest, informing him/her/them whether the Posters have been published or not.

## **8. WARRANTIES OF THE ENTRANTS AND THE ENTERING TEAMS**

The Entrants and/or the Entering Teams warrant that the exploitation or use of the Posters and the Entrants' and/or the Entering Teams' information, by any means and via any form of media, will not infringe the rights of any third party (including without limitation any intellectual property or privacy right) or defame any third party.

In particular, the Entrants and/or the Entering Teams warrant that:

- The Posters are the Entrant's or the Entering Team's original work;
- The Entrant or the Entering Team has good title and full right to enter into this Contest and to exclusively license the intellectual property rights pursuant to the terms included in the Official Rules and;
- The rights in the Posters have not been previously licensed or sold to any third party.

The Entrants and/or the Entering Teams shall warrant and indemnify PERNOD RICARD from any claims contrary to or in violation of these warranties.

The Entrants and/or the Entering Teams shall indemnify and hold PERNOD RICARD harmless from any and all claims, demands, costs, charges and expenses (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by the Entrants and/or the Entering Teams of these Official Rules, including any representations and warranties made herein.

By entering this Contest, the Entrants and/or the Entering Teams agree to sign and deliver to PERNOD RICARD, upon its request, any document necessary to enforce these Official Rules. Failure of Entrants and/or Entering Teams to comply shall result in the immediate disqualification of Entrants and/or Entering Teams in the Contest.

The Entrants and/or the Entering Teams warrant that they have first obtained an express and written agreement from all the people appearing on the Posters. The Entrants and/or the Entering Teams shall immediately produce such agreement upon simple request from the Organizer.

## **9. ACKNOWLEDGEMENTS OF THE ENTRANTS AND THE ENTERING TEAMS**

By creating and uploading Posters, the Entrants and/or the Entering Teams agree and acknowledge that no compensation will be paid to them by PERNOD RICARD for any reason whatsoever including, but not limited to, creating and uploading Posters or from any use made of the Posters.

The Entrants and/or the Entering Teams acknowledge that the Posters and Entrants' and/or Entering Teams' Information may be posted, in particular in the Picture Gallery, at PERNOD RICARD's sole discretion, in particular:

- The Entrants and/or the Entering Teams acknowledge that PERNOD RICARD has no obligation to use or post any Poster or Entrants' and/or Entering Teams' Information on any support;

- Since PERNOD RICARD shall have no obligation (express or implied) to use any Poster or Entrants' and/or Entering Teams' information in any manner, the Entrants and/or the Entering Teams shall not be entitled to any damages or other relief by reason of PERNOD RICARD's use or non-use of a Poster or Entrants' and/or Entering Teams' information.
- PERNOD RICARD reserves the right not to choose any Poster and to work with a communication agency instead if necessary.
- PERNOD RICARD might contact the Entrants and/or the Entering Teams by e-mail in the context of the Contest.

## **10. VOTING PROCESS AND SELECTION OF THE WINNERS**

The eight (8) selected projects will be subject to a vote on the RESPONSIBLE PARTY Facebook Page. This voting process will start on March 14, 2013 at 12pm (C.E.T.) and will end on March 24 at 12am (C.E.T.).

The winners of the Contest (the "**Winners**") will be the three (3) Entrants and/or Entering Teams who received the most votes on Facebook (including all Facebook users as well as the Entrants and/or the Entering Teams, except the persons referred to in Article 4 of the Official Rules).

The Entrants and/or the Entering Teams and Facebook users will individually be limited to only one vote in the framework of the Contest.

The Winners will be informed by e-mail within seven (7) days from the end of the voting process.

Should two eligible Entrants and/or Entering Teams or more obtain the same number of votes, they will be selected in a random drawing conducted within seven (7) days from the end of the voting process by Géraldine Dichamp, Project Manager CSR, Pernod Ricard Holding, in the presence of Katharina Ma, Vice-President of the ESN association.

## **11. THE WINNERS' ACKNOWLEDGEMENTS**

The Winners grant PERNOD RICARD an exclusive license to use the Posters, worldwide and for three (3) years as from the selection of the Winners, for any purposes, in any and all media, in connection with this Contest without any further notification or compensation to the Winners and agree to execute all necessary documents to effect such license.

In this respect, the Winners grant PERNOD RICARD exclusive rights to the Posters on an irrevocable and royalty-free basis for any and all purposes in relation with the Responsible Party program, including, but not limited to:

- a) any reproduction, such as download, in any or all fields of use by any method known or hereafter known, in relation with the Contest;
- b) any use of the Posters on the Internet in relation with the Contest ;

c) any display of the Posters in any place in relation with the Contest, especially in nightclubs and bars for student events as well as in the offices of student organizations.

The Winners agree that PERNOD RICARD shall own all right, title and interest in the Posters as described above, for the duration of three (3) years as from the appointment of the Winners, free from any claims by the Winners or any other third party.

In this respect, no third party, other than PERNOD RICARD, shall be entitled to claim any right, in any manner and by any means, with respect to the rights related to the Posters that can be used on any support.

The Winners agree that PERNOD RICARD use their name and any information related to them in any event related to the Contest, without further consideration than the prize won.

## **12. PRIZE**

The prize of the Contest (the “**Prize**”) is defined as follows:

Each of the three (3) Winners whose Posters will be awarded a weekend trip to the South of France amounting to a maximum value of 1500€ per person for two (2) night’s accommodation in a hotel (4 stars or equivalent at best) and three (3) days (full board). This trip will gather all the Winners in order to remain consistent with the ESN’s values of sharing and discovery. The departure for this weekend trip will take place after the Award Ceremony which will be held at Pernod Ricard Holding’s offices in Paris (12 place des Etats-Unis, 75016 Paris, France) on June 14 2013..

The Winners will first travel to Paris. They will travel by plane (Economy class) or by train (Second class), the latter being for the Winners residing either in France or in a country sharing its borders with France.

The Winners will then travel to Marseille by train (Second class) to spend the first evening there. They will then go to Les Embiez Island or to the Island of Bendor (transportation by car by PERNOD RICARD), as the choice of the island has not been decided yet.

The activities planned include dining out, outdoor sports as well as nightlife activities.

The Winners will return by train (Second class) for the Winners residing either in France or in a country sharing its borders with France or by plane (Economy class) for the other Winners. PERNOD RICARD will drive the Winners to the closest airport or train station.

Any other service is excluded.

PERNOD RICARD reserves the right, in its absolute and sole discretion, to substitute the Prize by prizes of equivalent kind and value, whether in cash or otherwise, without prior notification in the event of the unavailability of any element of the Prize for any reason whatsoever.

The Prize must be accepted as awarded, is non-transferable or convertible into cash and may not be sold, traded or transferred.

### 13. CONDITIONS

The Winners must make the necessary arrangements to accept the Prize within thirty (30) days after the notification via e-mail. Otherwise, the Prize will be forfeited and may be awarded to another Winner.

### 14. REFUNDING OF PARTICIPATION FEES

The Official Rules will be freely provided to any person (the “**Applicants**”) requesting them to PERNOD RICARD, notably at [info@responsible-party.org](mailto:info@responsible-party.org) (limited to one request per person and household (first name, last name, address)).

The complete Official Rules shall also be sent, free of charge, to any person requesting them to PERNOD RICARD by mail before the end of the Contest at the following address: PERNOD RICARD, 12 Place des Etats-Unis, 75783 Paris Cedex 16, France.

Any request concerning the refund of the Contest participation fees shall be made by email, no later than thirty (30) days following the Contest’s end to PERNOD RICARD, to the above-mentioned e-mail address. Only one refund per person and household can be made (first name, last name, address).

In order to simplify the refund process, it is preferable to have only one summary request from each Applicant; the latter can include the full fees.

Any refund request which does not contain the following information will not be processed:

1. Contest name;
2. The website on which the Contest is made available;
3. Applicants’ complete personal information (last name, first name, address);
4. A copy of the Applicants’ official identity document;
5. Date and time of the Contest participation;
6. A bank statement;
7. A copy of the telecommunications operator’s detailed invoice through which the Internet connection has been made and mentioning Applicants name. Applicants who are invoiced for Internet time-connection will be refunded after providing that the Internet connection was strictly necessary for the participation in the Contest on the basis of € 0,021/minute inclusive (twenty-one thousandth of Euros) [this includes the first minute indivisible credit time per minute: € 0,11 inclusive (eleven cents of Euros) per Entrant or Entering Team]. Applicants are nevertheless informed that any access to the Contest on a free or fixed basis (such as cable connection, ADSL) will not give rise to any refund because (i) the subscription to the Internet service provider’s services is made in this case by the Applicant for its own use of the Internet as a whole and (ii) the connection by the Applicant to the Internet and his/her participation in the Contest does not require a fee.



If the above-defined refunding basis does not totally cover the fees necessary for the Applicant's participation in the Contest, PERNOD RICARD will refund any complementary fees upon receipt of evidence and upon express written request formulated within the refund request.

## **15. DATA PROTECTION**

The personal data collected in the participation form are mandatory data. All personal data submitted by the Entrants and/or the Entering Teams will be used by PERNOD RICARD for the sole purpose of the Entrants' and/or Entering Teams' participation in the Contest, the management of the Winners, the award of the Prize and in order to comply with legal and regulatory obligations. They may be notified to service providers and subcontractors in order for work to be undertaken on behalf of PERNOD RICARD in connection with this Contest.

The personal data will only be stored for the duration of the Contest and will exclusively be used for the Contest's needs. They will not be used for sales purposes.

According to the French Data Protection Act of 6 January 1978, as amended in 2004, the Entrants and/or the Entering Teams have a right to oppose, access, modify, correct and delete their personal data by writing to [info@responsible-party.org](mailto:info@responsible-party.org).

## **16. COMPLIANCE**

By participating in the Contest, each Entrant or Entering Team fully and unconditionally agrees to and accepts these Official Rules and the decisions of PERNOD RICARD, which are final and binding in all matters related to the Contest. Winning the Prize is contingent upon fulfilling all requirements specified in these Official Rules. These Official Rules shall prevail should there be any discrepancies with respect to any Contest promotional materials. All details and other restrictions regarding the Contest not specified in these Official Rules shall be determined by PERNOD RICARD in its sole discretion.

## **17. LIMITATIONS OF LIABILITY AND RELEASE**

The Entrants and/or the Entering Teams agree that PERNOD RICARD shall not be liable for any loss resulting from participation in the Contest, or acceptance or use of the Prize, or any item related thereto.

If for any reason the Contest is not able to be run as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes technical or not which corrupt, prevent or affect the administration, security, fairness, integrity or proper conduct of the Contest, PERNOD RICARD reserves the right, in its sole discretion and without any indemnification, to cancel, modify, postpone, extend or shorten the Contest in full or in part. Any modification related to the Contest will in particular be announced on the RESPONSIBLE PARTY Facebook Page and the RESPONSIBLE PARTY Website.

No liability or responsibility is assumed by PERNOD RICARD resulting from the Entrants' and/or the Entering Teams' participation in or attempt to participate in the Contest or downloading any information in connection with participation in the Contest.

No responsibility or liability is assumed by PERNOD RICARD for technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the RESPONSIBLE PARTY Facebook Page and/or the RESPONSIBLE PARTY Website, in whole or in part for any reason; traffic congestions on the Internet or the RESPONSIBLE PARTY Facebook Page and/or the RESPONSIBLE PARTY Website; unauthorized human or non-human intervention of the operation of the RESPONSIBLE PARTY Facebook Page and/or the RESPONSIBLE PARTY Website, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest.

Use of any support other than the RESPONSIBLE PARTY Facebook Page and/or the RESPONSIBLE PARTY Website is at user's own risk. PERNOD RICARD is not responsible for any personal injury or property damage or losses of any kind which may be borne by user's or any other person's computer equipment resulting from participation in the Contest or the download of any information from any support other than the RESPONSIBLE PARTY Facebook Page and/or the RESPONSIBLE PARTY Website.

PERNOD RICARD is not responsible for any attempt by an Entrant or Entering Team or other individual to deliberately damage or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, PERNOD RICARD reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution.

PERNOD RICARD's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Persons engaging in any of the foregoing activities may be disqualified in PERNOD RICARD's sole discretion.

## **18. GOVERNING LAW AND JURISDICTION**

By entering the Contest, the Entrants and/or the Entering Teams agree that:

(a) These Official Rules and any dispute or claim arising out of them or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of France and;

(b) The courts of France shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Official Rules or their subject matter or formation (including non-contractual disputes or claims).

#### **19. FILING OF THE OFFICIAL RULES**

These Official Rules are filed at the SCP LACHKAR GOUGUET THOMAZON BICHE, associated bailiffs, located at 156 rue Montmartre, 75002 Paris, France.