



## TERMS AND CONDITIONS OF USE AND PRIVACY

**1.** By browsing this website, you agree to be bound by the Terms and Conditions of Use described below (hereinafter Terms and Conditions). Sogrape Vinhos, S.A. may amend the Terms and Conditions at any time and without prior notice.

**2.** Sogrape Vinhos, S.A. maintains this Site for individual use in countries and other territories where alcohol consumption is legal and for people who are lawfully permitted to consume alcoholic beverages.

**3. Users should leave this website if:**

- They do not accept the Terms and Conditions;
- are not of legal age to consume alcoholic beverages in their country and/or other territory where they are;
- if in a country or other territory where use and/or access to this site are not allowed.

**4. Use of Materials.**

You may print or have others print any downloadable material contained on this website, on the following conditions:

1. that the material is intended solely for personal, non-commercial use;
2. that no indication of copyright or other proprietary notice is removed from the material;
3. that the material is not changed in any way whatsoever.

**5. Copyright, Trademarks and Other Proprietary Rights.**

The contents of this site, including, but not limited to, trademarks, designs, logos, text, images, audio and video material, are the exclusive property of Sogrape Vinhos, S.A., unless otherwise stated. Users are not allowed to display, reproduce, distribute, modify, transmit and/or otherwise use the material property of Sogrape Vinhos, S.A. in any way, for any public and/or commercial purposes without the express prior written consent of Sogrape Vinhos S.A.

**6. Disclaimer of Warranties.**

Use of this site is at the user's sole risk and responsibility. This site and its contents are provided without guarantees of any kind for the user, either express or implied, including, but not limited to, warranties of merchantability, of non-infringement of third party rights and fitness for a particular purpose, or any warranty that access to this site will be uninterrupted and/or free from errors or disturbances, that this site is safe and/or free of viruses or harm to the user, of any origin, or that the information contained within this site is complete, accurate and/or current.

**7.** Sogrape Vinhos, S.A. reserves the right to restrict and/or stop Users' access to this site and/or any part thereof, at any time, with or without notice.

**8. Limitation of Liability.**

To the maximum extent permitted by applicable law, Sogrape Vinhos, S.A. including, but not limited to, all its legal representatives, directors, employees and/or agents, shall not be liable to Users of this website for any possible damage, injury and/or harm (including, but not limited to, direct, indirect, incidental, special, consequential and punitive damages, lost profits and damages resulting from lost data and/or interrupting site activity) arising out of or relating to the use and/or inability to use this site and its content, whether based on warranty, contract, tort or any other legal grounds, regardless of whether Sogrape Vinhos, S.A. has been negligent and/or has been notified of such damage.



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### **9. Indemnification.**

Users of this site agree to defend, indemnify and hold harmless Sogrape Vinhos, S.A. from and against any claim or demand by any third party, and all liabilities, damages, costs and related expenses (including, without limitation as constituting reasonable attorneys' fees) arising from and/or relating to their use of this site, content that users transmit to this site, breach by users of any third party rights and/or breach of these Terms and Conditions by users.

### **10. Jurisdictions.**

Terms and Conditions shall be governed by and construed in accordance with Portuguese law, Users providing irrevocable consent, concerning attributing jurisdiction to the courts located in Portugal to hear any action arising and/or in connection with the Terms and Conditions and/or use of this site.

**11.** Messages to this site. Any message and/or other content that Users transmit to this site or via e-mail to the newsgroup, file and/or any other means, shall be deemed non-confidential and non-reserved. When sending a message to this website, Users automatically grant Sogrape Vinhos, S.A. free, unrestricted, perpetual, irrevocable, nonexclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform and/or display the message separately and/or as part of other contents in any form, media, or technology whether now known or hereafter developed for the future and further being entitled to sublicense said rights, Users acknowledge that Sogrape Vinhos, S.A. is free to use any ideas, concepts, know-how or techniques contained in any message that Users transmit to this site for whatever purpose, including but not limited, the development, manufacture and/or marketing of products, and that Sogrape Vinhos, S.A. does not have to compensate Users or to recognize users as consideration for such use. Users agree not to transmit to this site any unlawful, threatening, libelous, defamatory, obscene, scandalous, pornographic, or profane content and/or any other content that could constitute or encourage any conduct in violation of the law. Sogrape Vinhos, S.A. will cooperate with any competent authority to apply the law or court decision requesting or ordering Sogrape Vinhos, S.A. to disclose the identity of or help identify or locate users that sent the content.

**12.** Sogrape Vinhos, S.A. does not select or monitor in advance the contents of any messages sent to this website by third parties and is not responsible for the selection and/or monitoring of the content of such messages. Should it be so notified, Sogrape Vinhos, S.A. may investigate whether any content sent to this website is in violation of the Terms and Conditions and may determine whether it will have such content removed from this website.

Sogrape Vinhos, S.A. shall not be under any obligation to remove from this website contents sent by third parties and shall not be under any responsibility or obligation arising from, and/or related to, any such content, including, but not exclusively, any mistake, defamation, slander, perfidy, omission, falsehood, obscenity, pornography, hazard and/or incorrectness contained therein. Sogrape Vinhos, S.A. is not under any responsibility for any action or content sent by or between the User and/or any third parties within or outside this website.

### **13. Privacy Statement.**

The server domain for this site records and stores only information that is by definition normally recorded by the server, ie, the internet protocol address by which Users accessed the Internet, the date and duration of Users' access to this site, the Internet address of the site that brought Users directly to this site and, if

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necessary and in order to establish that Users are of legal age, to consume alcoholic beverages, users' ages. This information is used to measure the number of visits to different sections of this site, whether its users are of legal age to consume alcoholic beverages and wines to help Sogrape Vinhos, S.A. make the site more useful to all users.

### 14. Privacy and Personal Data

Sogrape Vinhos, S.A. does not share users' personal data with others without the former's explicit consent. Users may view, modify and delete the personal data they sent to Sogrape Vinhos S.A, at any time.

### 15. Use of Cookies

Cookies are text files that a Website stores on your user device while you are accessing it. These files include information that allows the Site to memorize important data to make your use of the Site more efficient and useful.

The Sogrape Vinhos, S.A. website does not automatically collect any personal information from its visitors. In each visit, the site stores one or more cookies into the user device, which are used to count and customize the visit. These cookies do not save or gather any personal information. Storing of cookies in user device can always be controlled through the user's browser software. Next we present the description of cookies used in our site:

COOKIE	DESCRIÇÃO
_utma _utmb _utmc _utmz	Google Analytics cookies. They analyse the visitor's navigation through the site to help us identify and improve the site usability. Gathered information is anonymous and includes the number of visits, its origins and pages visited. <b><u>(more on Google Analytics Privacy Policy.)</u></b>
PHPSESSIONID	A PHP session variable is used to store information about, or change settings for a user session. Session variables hold information about one single user, and are available to all pages in one application. However, session information is temporary and will be deleted after the user has left the website.
sograpeVinhosAgeVerify,	Temporary cookie to ensure that the user does not need to perform the validation group each time you visit the site.
sograpeVinhosInfoCookie, callabrigalInfoCookie, gazelaInfoCookie, mateusInfoCookie, graovascoInfoCookie, quintadoscarvalhaisInfoCookie, sandemanInfoCookie	These cookies are only to ensure that the user confirms the existence of cookies on the website you're visiting and you want to continue to browse the site. These cookies will be saved only when you close the top bar of cookie acceptance.



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### **16. Links to Other Sites.**

This site contains links to third party sites. These links are provided solely for users' convenience. Sogrape Vinhos, S.A. does not endorse and is not responsible for any of these third party sites and is not responsible for the content of any of them. Access by Users to any of these third party sites is made at their sole risk.

### **17. General Provisions.**

If any provision of the Terms and Conditions is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force.