

“Pack your bag for Cuba Contest” – Official Rules
No purchase required. Any rule contrary to law will not apply.

1. ORGANIZATION

The organizer is the company Pernod Ricard a duly registered company with its registered office at 12 place des Etats-Unis, 75116 Paris (“PR”).

Pernod Ricard SA present and future affiliates and subsidiaries form the Pernod Ricard group of companies (“PR Group”)

PR has organized a contest called “Pack your bag for Cuba” promoted through advertising on the Global Havana Club Facebook page (<https://www.facebook.com/havanaclub>) (the “Page”). This contest is hereinafter referred to as the “Contest”.

The Contest does not involve any obligation to purchase and is subject to the terms and conditions set out below (the “Official Rules”).

Similar “Pack your bag for Cuba” contests will be organized by PR on the local Havana Club Facebook page of some countries (the “Similar Contests”). The participants to the Contest (the “Participants”) cannot participate to any of the Similar Contests, and the participants of the Similar Contests cannot participate in the Contest.

The Contest is not sponsored, backed or administrated by Facebook and there is no connection whatsoever between the Contest and Facebook.

The information submitted by Participants in connection with the Contest is submitted to PR and not Facebook.

The information will be used strictly for the purposes of the Contest and for any communication relating to the Contest. In particular, PR may contact the Participants by e-mail in connection with the Contest.

The Participants may agree to receive information on Havana Club by checking the corresponding box on the Page.

2. PURPOSE OF “PACK YOUR BAG FOR CUBA” CONTEST

1. The Contest offers Participants the opportunity to win a trip to Cuba.
2. The winner of the Contest (the “Winner”) will be selected in accordance with the process described in clause 9 and will obtain a trip to Cuba referred as the “Prize”.
3. Entry requirements of the Contest are defined in clauses 5 of the Official Rules :
4. The selection of the Winner will take place as described in clause 9 of the Official Rules

5. The Jury's selection of the Winner (as described in clause 9 of the Official Rules) will be conclusive and it may not be appealed by the Winner or any third party.
6. The trip will have a duration of 8 days and most likely take place between June, 2nd 2015 and June, 10th 2015. The Participants acknowledge and accept that dates are subject to some variability.
7. The Winner will have to travel to Cuba at the dates above mentioned (subject to some variability) ; take part in the event organized to welcome the winners of the Similar Contests; document his/her travel with photos and share them on Instagram with the hashtag #CubaInsider. These photos to be shared on Instagram should not:
 - encourage the irresponsible consumption of alcoholic beverages, including, without limitation, their consumption by pregnant women and their acquisition and/or consumption by people who have not reached the legal age to do so;
 - directly or indirectly disparage in any way the brand image and/or any other image of the PR Group and/or any trademark linked to the PR Group, such as HAVANA CLUB;
 - violate any provision of law or the Official Rules;
 - are defamatory, politically inappropriate, rude, incite hatred, are pornographic, insulting, indecent, violate the rights of others or morals or public decency in any other way or may not be legitimately presented by the Winner;
 - include files containing any virus, corrupted files and/or any other similar software or program that might interfere with the functioning of other persons' computers;
 - comprise commercial offers or requests for donations;
 - contain materials not created in their entirety by the Winner or materials owned by third parties for which consent for use has not been obtained;
 - present the Winner as a representative of PR or PR Group.

3. **TERM OF THE CONTEST**

The Contest will open as of 6:00 p.m. (ECT – European Central Time) on January, 28th 2015 and will close as of 6:00 p.m. (ECT – European Central Time) on March, 2nd 2015 (the “**Term of the Contest**”). The official device for calculating the time for the Contest is the time as shown at:

http://24timezones.com/world_directory/paris_local_time.php

4. **SUBJECTIVE CONDITIONS FOR PARTICIPATION**

The Contest is open to residents of every country, if permitted by local law, who have reached the legally prescribed age for acquisition and consumption of alcoholic beverages in their country of residence as of the date of their participation in the Contest, provided that they are not participants of the Similar Contests.

Residents and citizens of the United States of America cannot participate in the Contest.

Anyone who has been hired or who has supplied services to PR or its parent company, subsidiaries or other PR Group companies and any other individual or entity involved in the organization of the Contest likewise cannot participate in the Contest, including, particularly:

- any employees, contractors, directors, executives and interns;
- anyone who has taken part in the preparation, administration, development, management or implementation of the Page (including, among others, web designers and employees and interns of advertising or promotion agencies);
- anyone who has taken part in the administration, development or implementation of the Contest (including, among others, web designers and employees and interns of advertising or promotion agencies);
- any relatives up to the second degree of kinship or relation of the aforementioned individuals, including, *inter alia*, spouses, parents, children, siblings and grandparents, as well as step-parents, step-children, step-siblings and step-grandparents and anyone who resides in the same home as any of the aforementioned individuals.

The Participants will not encourage any of the aforementioned individuals and people who have not reached the legally prescribed age for acquisition and consumption of alcoholic beverages in their country of residence as of the date of their participation in the Contest to take part directly or indirectly (e.g. by voting for their Photos as provided in clause 9 below) in the Contest.

The Participants authorize PR to accomplish any necessary verification of the Participant's identity.

PR reserves the right to disregard any entry accompanied by an incorrect address or any illegible, incomplete or incorrect entry or information.

5. OBJETIVE CONDITIONS FOR PARTICIPATION

- 1) Within the Term of the Contest, the Participant:
 - may enter via their own Facebook account or create a new personal account through the Facebook platform;
 - from there, they may enter the Page and/or through ads hosted on Facebook;
 - can then click on the logo, which will take them to the Contest application (the “**Application**”); and;
 - enter the main page of the Application.
- 2) The Participant must fill in the form (the “**Entry Form**”) with their personal data (first name, last name, e-mail address, address, zip code, city, country and date of birth) (the “**Participant's Data**”). The Participant must provide correct information at all times during the entry process. In the event of any change to the Participant's Data during the Term of the Contest, the Participant must provide the

new information to PR by means of a message addressed to hc_contact@havana-club.com without delay.

3) In order to take part in the Contest the Participant must accept the Official Rules marking the opt-in window appearing in at the bottom of the Entry Form.

4) To take part in the Contest, the Participant must create and upload his or her candidate file through the Entry Form within the Term of the Contest including the elements listed below (the “Candidate File”);

(a) The Photos (as defined below):

Each Participant should create and upload two (2) photos that comply with the requirements specified down below (the “Photos”). The Photos will be accessible through the photos gallery of the Application (the “Photos Gallery”)

The Photos requirements are as follows:

- i. One of the Photos must show the Participant himself/herself;
- ii. The other Photo must show the objects that the Participant would bring in his or her bag in a trip to Cuba;
- iii. The Photos must be uploaded to the Page (square size, supported formats: jpeg and png);
- iv. The Photos must not show any person different than the Participant.

(b) Answer to the questions below with a 250 character limit:

- Tell us something that you would absolutely like to experience while in Cuba?
- What 3 things would you bring back from Cuba?

5) After having created and uploaded his/her Candidate File, the Participant should share it and make their friends (as defined by Facebook), vote for him or her.

6) Only one Candidate File can be submitted by each Participant.

7) PR reserves the right to disregard any Candidate File from a Participant who attempts to take part as several different Participants. If a Participant has already created and uploaded a Candidate File within the framework of a Similar Contests, the Participant may not upload another Candidate File within the framework of the Contest.

8) Should any Participant wish to remove his/her Candidate File, the Participant must contact PR by email at the address hc_contact@havana-club.com and request such removal. PR will proceed with the removal within 5 days.

6. RESTRICTIONS

PR will disregard the Entry Forms of any Participants whose Candidate File, among other circumstances:

- encourage the irresponsible consumption of alcoholic beverages, including, without limitation, their consumption by pregnant women and their acquisition and/or consumption by people who have not reached the legal age to do so;
- directly or indirectly disparage in any way the brand image and/or any other image of the PR Group and/or any trademark linked to the PR Group, such as HAVANA CLUB;
- violate any provision of law or the Official Rules;
- are defamatory, politically inappropriate, rude, incite hatred, are pornographic, insulting, indecent, violate the rights of others or morals or public decency in any other way or may not be legitimately presented by the Participants;
- include files containing any virus, corrupted files and/or any other similar software or program that might interfere with the functioning of other persons' computers;
- comprise commercial offers or requests for donations;
- contain materials not created in their entirety by the Participants or materials owned by third parties for which consent for use has not been obtained;
- present the Participant as a representative of PR or PR Group; or
- include any Photos showing any person different than the Participant.

Failure to abide by any of the aforementioned conditions will result in the Participant's immediate disqualification.

When the Participant has presented his/her Candidate File, it will be examined by PR in keeping with the criteria set out above within three (3) working days from the date when it was presented. The Participant will receive an e-mail message at the address stated by the Participant when entering the Contest informing of the reasons for rejection of their Candidate File by PR, if any.

No incomplete, false, altered or illegible Entry Form or Candidate File will be admitted.

7. PARTICIPANTS' WARRANTIES

The Participants warrant that the exploitation and use of the Candidate File, including but not limited to their Photos, and the Participants' Data will not violate any rights owned by third parties, including any intellectual and/or industrial property rights and/or any image rights.

In particular, the Participants warrant that:

- the Candidate Files, included but not limited to their Photos, have been created exclusively by the Participants who have uploaded them;

- the Candidate Files, included but not limited to their Photos, are their own original work;
- they are fully entitled by law to take part in the Contest; and
- the rights to the Candidate File, included but not limited to their Photos, have not been and will not be assigned or licensed to any third party other than PR.

The Participants will indemnify PR and/or any PR Group entity and hold them harmless from any claim, complaint, cost or outlay (including attorneys' fees, court costs and experts' fees) relating to any breach of these Official Rules, including the representations and warranties set out herein.

By taking part in the Contest, the Participants undertake to sign and deliver to PR, at the latter's request, all such documents as may be needed to justify the rights warranted in this clause. Any failure by the Participants to abide by such a request will result in their immediate exclusion from the Contest.

8. PARTICIPANTS' UNDERTAKINGS

In creating and uploading the Photos, the Participants accept that they will not receive any compensation from PR for any item whatsoever, including, among others, for the creation and uploading of the Photos, or for any use that may be made of the Photos, whether as originally uploaded or as subsequently modified (among other reasons, due to adaptation of the format of the Photos for technical motives).

The Participants accept that PR and/or any PR Group entity may exploit, reproduce, distribute, communicate to the public, make available to the public or transform the Photos at its sole discretion as they were originally uploaded or as modified by PR and/or any PR Group entity, along with the Participants' Data, in any medium and for any purpose relating to PR and/or any PR Group entity, including, without limitation, publication in the Photos Gallery and/or on Facebook, Twitter and Instagram. In particular:

- PR reserves the right to exploit the Photos and the Participants' Data, especially in the Photo Gallery;
- the Participants acknowledge that PR is not under any obligation to use or exploit the Photos or the Participants' Particulars in any medium;
- given that PR will not be under any obligation whatsoever, whether express or implicit, to use the Photos or the Participants' Data in any way, the Participants will not be entitled to any indemnity for damages or any other compensation for their use or non-use by PR;
- the Participants acknowledge that their image, the Participants' Data and their Photos may be associated with PR and/or the PR Group entities and their trademarks, including the HAVANA CLUB trademarks.

The Participants grant to PR an exclusive worldwide and sublicensable license for the Photos for a term of five (5) years from the date of their presentation in the Photo Gallery for any purpose and via any medium whatsoever in connection with the Contest, and/or with PR and/or

the PR Group entities and their trademarks, and with no notice or remuneration whatsoever, and the Participants undertake to execute such documents as may be necessary to make that license effective.

That exclusive license will include all rights to any uploaded Photos, among others, rights to use, reproduction, distribution, communication to the public, making available to the public and transformation by PR (among other reasons, due to adaptation of the format of the Photos for technical motives).

To that end, the Participants irrevocably grant exclusive rights to PR, free of charge, to the Photos for any use whatsoever in relation with the Contest, including, without limitation:

- a) any type of reproduction or downloading in any of the fields of use and by any method known at present or in future in connection with the Contest ;
- b) any use of the Photos in connection with the Contest in any medium whatsoever, including, without limitation, Internet and plasma screens (i) in the course of the events organized directly or indirectly by PR, or (ii) in commercial settings and on television.

The Participants acknowledge that PR will own all the rights to the Photos set out above for a term of five (5) years from the date of their presentation and that neither the Participants nor any third party will possess any rights whatsoever in that regard unless otherwise provided by law.

9. SELECTION OF THE WINNER

A. Selection phase

- 1) The five Participants that have received the five (5) highest numbers of votes for their Photos in the Photo Gallery by other Facebook users during the Term of the Contest will be selected for the next phase of the Contest (the “**Five Finalists**”). Each Facebook account can vote for as many Candidate Files as the account user wishes, although each user can issue only one vote per day for each Candidate File during the Term of the Contest.
- 2) Only the highest ratings obtained by the Photos will be taken into account for the purposes of the selection.

In the event of a tie between two or more Participants in the fifth place in the ranking, the candidates having obtained the identical number of votes and jointly ranked at the fifth place will be admitted to the next stage of the selection.
- 3) The Five Finalists will be notified by e-mail within seven (7) days from the end of the Term of the Contest.

B. Interviews

- 1) As of the end of the Term of the Contest, from March, 2nd 2015 to March, 16th 2015, the Five Finalists will be interviewed, via phone or Skype, by a jury made up of different local representatives of PR, the number and identity of whom will be determined in future (the “**Jury**”).

- 2) The Jury will select the Winner from among the Five Finalists, based upon the following criteria:
 - reasons for taking part in the Contest,
 - outgoing and sociable nature,
 - quality of communication and expression,
 - photography skills.
- 3) The interview will last maximum one hour.
- 4) The selection of the Winner, announced by the Jury on March, 16th 2015, will be conclusive: neither the Five Finalists nor any third party will be entitled to appeal that selection.
- 5) The Winner's Photos will notably be published, among others, in the Application and on the Page until mid-April 2015.

10. **PRIZE**

The Winner will be awarded a prize (the "**Prize**") consisting of a trip for one to Havana, Cuba, to take place most likely from June, 2nd 2015 to June, 10th 2015. The Winner acknowledges and accepts that dates are subject to some variability.

The Prize includes the plane tickets in economic class and two thousand (2,000) euros to cover the expenses on-the-spot (accommodation, local transport, and food and other expenses).

Accommodation, local transport, and all other costs, including insurance, tax and gratuities, required vaccination along with the documents required for the trip, will be wholly at the expense of the Winner.

The Winner will have to take care of the organization of his/her trip (accommodation, local transport, food,...), with the possible but not compulsory support of insiders recommended by PR.

PR reserves the right to replace the Prize, at its sole and entire discretion and without prior notice, with another prize of equivalent nature and value, whether in cash or otherwise, in the event that any element of the Prize is unavailable for any reason that PR cannot control.

PR will contact the Winner by e-mail or phone to inform him/her that he/she has obtained the Prize. The Winner's name will appear on the Page.

The Prize must be accepted as granted and it will not be transferable or convertible into cash, and it may not be sold, traded or assigned.

11. CONDITIONS

The Winner must take such measures as may be necessary to accept the Prize within ten (10) days from the date when he/she is notified by e-mail, . Otherwise, he/she will lose the Prize, which PR may then grant to another winner chosen from among the Five Finalists.

12. DATA PROTECTION

The Participant's Data that the Participants must provide are obligatory. If the Participants fail to do so, they may be excluded from the Contest. PR will use the Participant's Data solely for the purposes of management of participation by the Participants in the Contest, management of the Winner, grant of the Prize, the exploitation of the Photos and their image as specified in clause 8 and compliance with legal and statutory obligations and compliance with these Official Rules. The Participants will be fully responsible for the veracity and accuracy of the information that they submit.

The Participants are entitled to access to their data free of charge in the terms establishes by law or to request PR to rectify or cancel their data and oppose to the processing of their data for marketing purposes. In the event that any Participant requests the total or partial cancellation of their Participant's Data during the Term of the Contest, that Participant will be excluded from the Contest. Likewise, any request for total or partial cancellation of Participant's Data that may render compliance with these Official Rules by the Participant or PR impossible or materially difficult will likewise result in the exclusion of that Participant and/or loss of the Prize. Any request by Participants concerning their Participant's Data must be submitted at hc_contact@havana-club.com

In compliance with the provisions of the Spanish Personal Data Protection Act 15/1999, PR advises the Participants that the Participant's Data that they submit voluntarily will be entered in a file owned by PR. PR undertakes to perform its obligation to keep the Participant's Data secret and its duty to safeguard that Participant's Data and it will take the necessary measures to prevent any alteration, loss or unauthorized processing of or access to that data, in keeping at all times with available technology.

The Participant's Data will not be used for sending commercial information unless the Participants agree to receive information concerning PR and PR Group and its products, including by electronic means, by checking the corresponding box on the Page.

13. COMPLIANCE WITH THE RULES

By taking part in the Contest, the Participants fully and unconditionally accept these Official Rules and the decisions adopted by PR in accordance with the provisions of these Official Rules, which will be final and binding with regard to all matters relating to the Contest. Award of a Prize will be subject to compliance with all the requisites provided for in these Official Rules. The Official Rules will prevail in the event of any discrepancy with the promotional material of the Contest.

14. GENERAL CONDITIONS

By accepting the Prize, the Winner agrees that PR and/or any PR Group entity and/or any PR Group distributor is not liable for any damages that may arise from his/her participation in the Contest, acceptance and use of the Prize and the related travel, unless otherwise stated by mandatory applicable law.

PR reserves the right to cancel, modify, postpone, extend or shorten, at its sole discretion and *with no indemnity obligation whatsoever*, all or any part of the Contest if it fails to work as planned, among others, by reason of infection by computer viruses, programming errors, manipulation, unauthorized intervention, fraud, technical flaws or other reasons of a technical or different nature that may interfere with, impede or affect its administration, security, fairness, integrity or correct completion. Any modification of the Contest will be announced, in particular, on the Page.

PR will be entitled to modify the Official Rules set out in this document, in particular to comply with new laws and regulations of the countries where the Contest is held. Any such modifications will be included in the Official Rules.

In the event that a clause is declared void, that circumstance will not affect the validity of the rest of the Official Rules.

15. RESTRICTIONS ON AND EXEMPTION FROM LIABILITY

PR and/or any PR Group entity and/or any PR Group distributor will not be liable for the participation or attempted participation by Participants in the Contest nor for the downloading of information in connection with that participation.

PR and/or any PR Group entity and/or any PR Group distributor will not be liable for any problems or technical malfunctions that may affect the completion of the Contest, including, among others, the following: hardware or software errors, computer, telephone or cable, satellite, network, electronic, wireless or other Internet connection problems or other on-line communication problems, Internet service provider, hosting service or other provider errors or limitations, indecipherable, mixed or corrupted data transmissions, e-mail message reception or transmission failures, e-mail transmission loss, delay or interception, total or partial non-accessibility of the Page and/or the Application for any reason, excessive traffic on the Internet or the Page and/or the Application, unauthorized human or non-human intervention in the functioning of the Contest, including, among others, unauthorized manipulation, hacking, theft, virus, software errors or computer worms, or the loss, count error, addressing error, non-accessibility or unavailability of the accounts used in connection with the Contest.

The user will use all media other than the Page at his/her own risk. PR and/or any PR Group entity and/or any PR Group distributor will not be liable for any injury, property damage or damages of any kind that may be caused to the user's computer or any other person's computer through participation in the Contest unless otherwise stated by mandatory applicable law.

PR and/or any PR Group entity and/or any PR Group distributor will not be liable for any attempt by Participants or others to harm or deliberately obstruct the legitimate completion of the Contest, including, among others, any fraudulent statements that may constitute a civil and criminal offence. In the event of any such attempt, PR reserves the right to sue such individuals for reparations and indemnity for damages to the fullest extent of the law, including criminal prosecution. PR may at its sole discretion disqualify any individual performing such actions.

Any failure by PR to demand compliance with these official rules will not constitute a waiver of the provision in question.

16. APPLICABLE LAW AND JURISDICTION

By taking part in the Contest, the Participants accept that:

(a) the Official Rules and any dispute or claim that may arise in connection with the Official Rules or with their purpose or execution (including any dispute or claim of a non-contractual nature) will be governed by and interpreted in accordance with Spanish law;

(b) the Spanish courts of law will have exclusive jurisdiction to rule on any dispute or claim that may arise in connection with the Official Rules or with their purpose or execution (including any dispute or claim of a non-contractual nature).

17. REGISTRATION OF THE OFFICIAL RULES

These Official Rules have been placed on deposit at the office of the Notary Don Jose Ortiz Rodriguez with protocol number 524.