

## **General Terms and Conditions of use for the MILLESIMA PREMIUM program**

### **1. Preamble**

These General Terms and Conditions of Use (hereinafter referred to as the "T&Cs") apply to the MILLESIMA PREMIUM loyalty program offered by MILLESIMA Suisse SARL, a limited liability company with capital of CHF 20,000, having its registered office at Ch. de la Clergère 23 - Case Postale 44 CH - 1009 Pully - Switzerland.

MILLESIMA Suisse SARL is a subsidiary of MILLESIMA S.A., a public limited company with a capital of €10,000,000, having its registered office at 87 quai de Paludate, BORDEAUX (33800) and registered with the Bordeaux Trade and Companies Register under number B 327 299 830.

### **2. Joining MILLESIMA PREMIUM and accepting the T&Cs**

The Client joining the MILLESIMA PREMIUM program (hereinafter the "Client") acknowledges having read and unreservedly accepted these T&Cs. They are available at all times on the website [de.millesima.ch](http://de.millesima.ch). The MILLESIMA PREMIUM program is offered only to consumer Clients as defined by the Consumer Code as "any natural person acting for purposes that do not fall within the scope of his commercial, industrial, craft, freelance, or agricultural activity".

Clients must also be of legal age and have legal capacity.

The MILLESIMA PREMIUM Program is valid in Switzerland.

The Membership to the MILLESIMA PREMIUM program is done via the website [de.millesima.ch](http://de.millesima.ch). To join the MILLESIMA PREMIUM Program, the Client must open a customer account with MILLESIMA. Joining the MILLESIMA PREMIUM Program is free, except for the internet connection costs necessary to use the site, which are the sole responsibility of the Member.

Membership is automatically granted when a Client, already having an account with MILLESIMA, uses this account to make a purchase.

This membership is strictly personal and cannot be extended to and benefit another person.

Should the Client fail to comply with the terms of the MILLESIMA PREMIUM Program or misuse the Program, or if MILLESIMA detects fraudulent use of the Program through identifiers, it reserves the right to cancel the Client's participation in the Loyalty Program, and the Client could no longer benefit from their gained advantages without MILLESIMA owing the Client any compensation.

If the Client notices fraudulent activity on his loyalty account, they must inform MILLESIMA immediately, failing which all activity observed on the account will be attributable to the Client.

### **3. Benefits of the MILLESIMA PREMIUM Program**

Upon joining the MILLESIMA PREMIUM Program, the Client benefits from three levels of advantages, obtained based on the cumulative amount of purchases made with MILLESIMA, online or by phone, without any validity duration or minimum order amount.

**Level 1 MAGNUM:** achieved with a cumulative CHF 2,000 incl. VAT of purchases and entitles to:

- 50% discount on standard shipping fees (instock wines only)
- Early access to special offers
- Access to "Exclusive Cellar" products
- A free bottle for your birthday (provided you have entered your birthday date in the client space and are subscribed to the newsletter to receive a dedicated code. This code can be used on the next order of deliverable wines worth more than CHF 200 incl. VAT.
- 2% discount on each order (excluding en-primeur, rare wines, and special offers)

**Level 2 IMPERIALE:** achieved with a cumulative CHF 10,000 incl. VAT of purchases and entitles to:

- Free standard delivery (instock wines only)
- Early access to special offers
- Access to "Exclusive Cellar" products
- A free bottle for your birthday (provided you have entered your birthday date in the client space and are subscribed to the newsletter to receive a dedicated code. This code can be used on the next order of deliverable wines worth more than CHF 200 incl. VAT.
- 4% discount on each order (excluding en-primeur, rare wines, and special offers)

**Level 3 MELCHIOR:** achieved with a cumulative CHF 30,000 incl. VAT of purchases and entitles to:

- Free standard delivery (instock wines only)
- Early access to special offers
- Access to "Exclusive Cellar" products
- A free bottle for your birthday (provided you have entered your birthday date in the client space and are subscribed to the newsletter to receive a dedicated code. This code can be used on the next order of deliverable wines worth more than CHF 200 incl. VAT.
- 6% discount on each order (excluding en-primeur, rare wines, and special offers)
- 2% discount on en-primeur orders
- Offers and exclusive access to very rare wines
- Dedicated Wine Concierge: A Wine Concierge is a wine expert who offers personalized advice and is also available for any specific requests. They can, for instance, assist you in planning a trip to the vineyards of our partners or in searching for very rare wines upon request.

All MILLESIMA Clients with an account at the time of joining the MILLESIMA PREMIUM loyalty program automatically benefit from one of the three levels based on the cumulative incl. VAT amount of their previous purchases.

A new Client creating an account with MILLESIMA on the day of joining the MILLESIMA PREMIUM Program will need to place orders to accumulate the required purchase amount and achieve one of the Program levels.

However, a Client who does not order products from MILLESIMA for more than 2 years will lose their current progression and revert to the start of the last achieved level. For example, if you have the Imperiale level, with a cumulative purchase amount of CHF15,000 but do not order for more than 2 years since joining the Program: you retain your Imperiale level but drop back to a total purchase of CHF10,000.

The total purchase amount is calculated from the sum of invoiced (incl. VAT) and paid orders.

Deliverable wine orders and en-primeur orders are eligible.

The level is updated between 24h and 48h following the validation of an order by our services.

Professional Clients are not allowed to benefit from the Loyalty Program.

Purchasing MILLESIMA gift cards does not count towards the MILLESIMA PREMIUM Program.

In case of a product return by the Client for any reason, or order cancellation leading to a refund, the corresponding amount will be deducted from the sums included in the Program's total purchase sum.

#### **4. Checking the loyalty account / unsubscribing**

The MILLESIMA PREMIUM loyalty program is a free service associated with the MILLESIMA customer account. At any time, the Client can check the status of their loyalty balance in their customer area on the website [de.millesima.ch](http://de.millesima.ch). The accumulation of the value of purchases including VAT is effective upon subscription.

If the Client wishes to delete their MILLESIMA PREMIUM account, it is necessary to delete their MILLESIMA account. To do this, we invite you to contact our Customer Service. All your points and rewards will then be deleted without the possibility of recovery. For any questions, information or requests, Customer Service is at your disposal:

- Over the phone at +41 43 588 23 37 (from Switzerland at the cost of a local call) from Monday to Friday (excluding public holidays) from 9 am to 5 pm.
- By email at the following address: [contact@millesima.com](mailto:contact@millesima.com)

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#### **5. Personal Data**

MILLESIMA SA is responsible for processing your data for the management of your loyalty program (membership, operation of the loyalty program, management of your points and benefits balance, tacit renewal). This processing is based on your acceptance of the general conditions of the loyalty program. The creation of a Millesima customer account is mandatory to join the loyalty program and requires the provision of the following minimum data: gender, first name, last name, valid email address, and their desire, or not, to receive MILLESIMA communications as part of the program. As part of your membership, you will receive communications related to the loyalty program. Sending commercial communications as part of the Loyalty Program is conditioned by your subscription to the MILLESIMA newsletter. For more information and details on the processing of your personal data by MILLESIMA, and in particular on the data retention periods, please visit [de.millesima.ch/cgv](http://de.millesima.ch/cgv)

You can exercise all the rights you have under Law n° 78-17 of January 6, 1978, known as the "Data Processing and Liberties" law, and the European regulation on personal data protection called "GDPR" (access, correction, data deletion, limitation on this data processing, opposition to the use of this data, data portability, directives regarding the fate of this data after your death) by mail at the address mentioned above or by email at [RGPD@groupebernard.net](mailto:RGPD@groupebernard.net). The right to data deletion leads to the deletion of your MILLESIMA customer account, the end of membership to the MILLESIMA PREMIUM Program, and all the loyalty benefits attached to it without the possibility of recovery. You also have the right to file a complaint with the CNIL.

#### **6. Modification of these conditions**

MILLESIMA reserves the right to modify the present Conditions of the Program or to terminate the Program at any time without having to justify its decision. Any significant modification to these will be subject to prior notification within a reasonable time, by the means of communication chosen by MILLESIMA, to the Program Customers. If Millesima were to end the MILLESIMA PREMIUM Program, the benefits of the Member would be definitively lost.

## **7. Applicable Law**

These general sales conditions and the online sales contract are subject to Swiss law. In the absence of an amicable agreement between the Parties, the dispute will be submitted to the Swiss Courts.