

General Terms and Conditions of use for the MILLESIMA PREMIUM program

1. Preamble

These Terms and Conditions of Use (hereinafter referred to as the “T&Cs”) apply to the MILLESIMA PREMIUM loyalty program offered by MILLESIMA USA LLC, a Delaware limited liability company having an office at 1257 2nd Avenue, New York NY 10065 “MILLESIMA”). Millesima is a subsidiary of MILLESIMA S.A., a French Corporation 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 www.millesima-usa.com (the “Website”), and are subject to change as described in these T&Cs. All Clients also must accept the terms of use of the Website, as posted on the Website. The MILLESIMA PREMIUM program is offered only to consumer Clients, meaning an individual purchasing wines for their personal use and not for resale. Corporations and other entities cannot join.

Clients joining the MILLESIMA PREMIUM program must also be of legal drinking age and have the legal capacity to enter into a contract.

The MILLESIMA PREMIUM Program is valid for purchases made on the Website for delivery or pickup in the United States of America, meaning its fifty states and the District of Columbia, where legal. The states to which we are able to ship are set forth in our shipping policy at <https://www.millesima-usa.com/shipping-policy.html>.

Membership in the MILLESIMA PREMIUM program is initiated via the Website. 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 who already has an account with MILLESIMA, uses this account to make a purchase.

This membership is strictly personal and cannot be extended to and benefit any other 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, it reserves the right to cancel the Client’s participation in the MILLESIMA PREMIUM Program without MILLESIMA owing the Client any compensation, and the Client thereafter will no longer be entitled to any benefits of the MILLESIMA PREMIUM Program.

MILLESIMA also reserves the right to terminate a Client account and the Client’s participation in the MILLESIMA PREMIUM Program if the Client violates any of the T&Cs, is deceased, or does not respond to repeated communication attempts regarding the status of their account.

If the Client discovers fraudulent activity on his MILLESIMA PREMIUM Program account, the Client must inform MILLESIMA immediately, failing which all activity on the account will be attributable to the Client.

3. Benefits of the MILLESIMA PREMIUM Program

Upon joining the MILLESIMA PREMIUM Program, the Client may benefit from three levels of discounts and other features, based on the Client's cumulative dollar amount of purchases (before any tax and shipping charges) from MILLESIMA, whether online, or by telephone.

Level 1 MAGNUM: achieved with cumulative purchases of \$2,000 before tax and shipping. This level entitles the Client to:

- Early access to special offers, as determined by MILLESIMA in its sole discretion
- Access to private offers, as determined by MILLESIMA in its sole discretion
- A complimentary bottle for the Client's birthday (provided the Client has entered their birthday date in the space provided on the Website and is subscribed to the MILLESIMA PREMIUM Program newsletter (the "Newsletter") to receive a dedicated code. This code can be used on the next order of deliverable wines worth more than \$200 before tax and shipping. This offer cannot be combined with other promotions.)
- 4% off In-Stock wines on each order of at least 12 750 ml bottles (excluding rare wines, "no discount applicable" items, and special offers, all as determined by MILLESIMA in its sole discretion)
- 4% off Pre-Arrival wines on each order (excluding rare wines, "no discount applicable" items and special offers, all as determined by MILLESIMA in its sole discretion).

Level 2 IMPERIALE: achieved with cumulative purchases of \$10,000 tax and shipping. This level entitles the Client to:

- Early access to special offers, as determined by MILLESIMA in its sole discretion
- Access to private offers, as determined by MILLESIMA in its sole discretion
- A complimentary bottle for the Client's birthday (provided the Client has entered their birthday date in the space provided on the Website and is subscribed to the Newsletter to receive a dedicated code. This code can be used on the next order of deliverable wines worth more than \$200 before tax and shipping. This offer cannot be combined with other promotions)
- 6% off on each order (excluding futures wines, rare wines, "no discount applicable" items, and special offers, all as determined by MILLESIMA in its sole discretion)

Level 3 MELCHIOR: achieved with a cumulative \$30,000 of purchases before Tax and Shipping and entitles to:

- Early access to special offers, as determined by MILLESIMA in its sole discretion
- Access to private offers, as determined by MILLESIMA in its sole discretion
- A complimentary bottle for the Client's birthday (provided the Client has entered their birthday date in the space provided on the Website and is subscribed to the Newsletter to receive a dedicated code. This code can be used on the next order of deliverable wines worth more than \$200 before tax and shipping. This offer cannot be combined with other promotions)
- 8% discount on each order (excluding futures wines, rare wines, "no discount applicable" items, and special offers, all as determined by MILLESIMA in its sole discretion)
- Offers and exclusive access to very rare wines, as determined by MILLESIMA in its sole discretion
- Dedicated Wine Concierge: A Wine Concierge is a wine expert who can offer personalized advice and is also available for any specific requests. They can, for instance, assist the Client in planning a trip to the vineyards of MILLESIMA partners or in searching for very rare wines upon request.

All MILLESIMA Clients with an account at the time they join the MILLESIMA PREMIUM loyalty program can automatically benefit from one of the three levels based on the cumulative amount (before tax and shipping) of their previous purchases of at least \$2,000.

A new Client who creates an account with MILLESIMA when joining the MILLESIMA PREMIUM Program will need to place orders to accumulate the required purchase amount and achieve one of the Program levels before obtaining the benefits of the MILLESIMA PREMIUM Program.

A Client who does not order products from MILLESIMA for two years or more will lose the benefit of their purchases since the last level achieved, and will revert to the start of the last level achieved. For example, if a Client has achieved the Imperiale level, and has a cumulative purchase amount of \$15,000, but does not order for two years since the last purchase after joining the Program, the Client would retain the Imperiale level but would be treated as having cumulative total purchases of \$10,000.

The total purchase amount is calculated from the sum of invoiced and paid orders.

In-Stock wines orders and Pre-Arrival wines orders are eligible.

The Client's cumulative purchases amount is updated between 24 and 48 hours after MILLESIMA confirms that an order has been invoiced and paid.

Businesses and entities are not allowed to join or benefit from the MILLESIMA PREMIUM Program. Individual Clients may not order on behalf of a business or entity under MILLESIMA PREMIUM Program, and such purchases on behalf of a business or entity may not count toward the Client's cumulative purchases under the MILLESIMA PREMIUM Program. Only purchases for the Client's personal use may count toward the Client's cumulative purchases.

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 an order cancellation leading to a refund, the corresponding amount will be deducted from the Client's total cumulative purchase amount.

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 cumulative purchase balance in the customer area on the Website.

If the Client wishes to delete their MILLESIMA PREMIUM account, it is necessary also to delete their MILLESIMA account. To do this, the Client must contact MILLESIMA Customer Service. All the Client's cumulative purchase amounts and rewards will then be deleted and will not be recoverable. If the Client wishes to rejoin the MILLESIMA PREMIUM Program, all previous purchases will not count toward achievement of any of the program levels. For any questions, information, or requests, please contact Customer:

- By telephone at 212-639-9463 from Monday to Saturday from 10 am to 8 pm, Eastern time.
- By email at the following address: info@millesima.com

5. Personal Data

MILLESIMA SA is responsible for processing your data for the management of the MILLESIMA PREMIUM Program (membership, operation of the loyalty program, management of the Client's cumulative purchase and benefits balance). This processing is based on the Client's acceptance of these T&Cs. The creation of a Millesima customer account is mandatory to join the MILLESIMA PREMIUM Program and requires the Client to provide the following minimum data: gender, first name,

last name, valid email address, and whether the Client desires, or not, to receive MILLESIMA communications, including the Newsletter, as part of the program. If the Client subscribes to the Newsletter, then, as part of the Client's membership, the Client will also receive communications related to the MILLESIMA PREMIUM Program. If the Client does not subscribe to the Newsletter, then the Client will not receive such commercial communications as part of the MILLESIMA PREMIUM Program. Each Client is responsible for letting MILLESIMA know of any name, email, or address change on their account. For more information and details on the processing of your personal data by MILLESIMA, and in particular on the data retention periods, please visit <https://www.millesima-usa.com/cgv.html>. You may exercise any rights you may have under applicable state or federal law with respect to your personal data by mail at Millesima USA LLC, 1257 2nd Avenue, New York NY 10065 or by email at info@millesima.com. Note that if such applicable law gives you the right to have your personal data deleted, your exercise of that right will result in the deletion of your MILLESIMA customer account, the termination of your membership in the MILLESIMA PREMIUM Program, and the permanent termination of all related benefits and credit for cumulative purchases, without the possibility of recovery. You may also have the right under some laws to file a complaint with an applicable government agency.

6. Modification of these conditions

MILLESIMA reserves the right to modify the T&Cs or to terminate the MILLESIMA PREMIUM Program at any time in its sole discretion and without compensation to any Client, without notice, by modifying the T&Cs on the Website. Any significant modification to these T&Cs may also be the subject of prior notification by a means of communication chosen by MILLESIMA, in its sole discretion. The client acknowledges that it is the Client's responsibility to check the T&Cs on the Website regularly. If Millesima were to end the MILLESIMA PREMIUM Program, all benefits of the Program would be terminated and no longer available to the Client.

7. Governing Law

These T&Cs shall be governed by the substantive laws of the State of New York, without regard to any conflict of laws rules thereof. MILLESIMA makes no representation that the content, materials, services or information available on the Website are appropriate for access outside of the United States and accessing them from jurisdictions where they are illegal is prohibited. Those who choose to access this Website from outside the United States do so on their own initiative, at their own risk, and are responsible for compliance with local laws. Some or all parts of the MILLESIMA PREMIUM Program may not be legal in certain states or countries. Consequently, the MILLESIMA PREMIUM Program is void where prohibited by law. Any dispute arising under or in connection with the use of the MILLESIMA PREMIUM Program, the Website, and/or its Contents shall be heard exclusively in a federal or state court of appropriate subject matter jurisdiction located in State and County of New York and the Client and MILLESIMA hereby agree to exclusive venue in, and consent to the personal jurisdiction of, such courts, and waive any objection they may have based on improper venue or forum non conveniens to the conduct of any such proceeding..

8. Unauthorized Use

Clients and users of the Website may not use the MILLESIMA PREMIUM Program or the Website for any illegal or commercial purpose.

9. Indemnification

The Client agrees to defend, indemnify and hold MILLESIMA harmless from and against any loss, liability, claim or demand, including reasonable attorneys' fees, issued by any third party due to or arising from THE Client's use of the MILLESIMA PREMIUM Program or the Website in violation of these T&Cs or the terms of use of the Website Terms and Conditions.

10. General Legal Provisions

MILLESIMA's failure to exercise or enforce any right under or provision of the T&Cs shall not operate as a waiver of such right or provision in any other instance. The headings in the T&Cs are for convenience only and have no legal or contractual effect. Nothing contained in the T&Cs is in derogation of our right to comply with governmental, court or law enforcement requests or requirements relating to the Client's use of the MILLESIMA PREMIUM Program or the Website, or information provided to or gathered by use with respect to such use. If any part of the T&Cs is determined to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the T&Cs shall continue in effect.