

WEBSITE TERMS OF USE

Effective Date: December 2023

Your use of this website (the "Site") is conditioned upon your acceptance of these Terms of Use, including our Privacy and Cookies Policy (collectively, "Terms of Use").

We reserve the right to modify these Terms of Use at any time without prior notice and at our discretion. It is your responsibility to periodically review this page for updates, which will become effective upon posting. Your continued use of the Site constitutes acceptance of these Terms of Use. We reserve the right to change, modify, suspend, or discontinue any part, feature, or content of the Site at any time. We may also impose limits on certain features or restrict your access to parts or all of the Site without notice or liability. The Site is operated by Destilerías Chilenas del Ranco SpA. The Site is intended for use only if you are of legal drinking age in your country of residence and in the country from which you access the Site. If you do not meet this criterion, you may be violating applicable laws or regulations in your country of residence or access, and you must leave the Site immediately. You may restrict access to this site through content filtering software or by changing your computer, browser, or operating system settings, as applicable.

IF YOU DO NOT ACCEPT THESE TERMS OF USE IN THEIR ENTIRETY, LEAVE THE SITE IMMEDIATELY.

All references to 'our,' 'us,' 'we,' or 'company' in these Terms of Use are deemed to refer to Destilerías Chilenas del Ranco, its subsidiaries, affiliates, and associates.

1. Rights

All rights to the material and content (including, but not limited to, text, images, web pages, sounds, software, and video, as well as the appearance, "look and feel," design, and compilation thereof) on the Site are either owned by us or licensed to us. You agree that you are authorized to use this material and/or content only to the extent permitted by these Terms of Use.

2. Intellectual Property

Unless otherwise indicated, we own and/or are authorized users of all trademarks, patents, copyrights, and other intellectual property (collectively, "Intellectual Property") appearing on or contained in the Site. Your use of the Site does not grant you any right, title, interest, or license to such Intellectual Property that you may access on the Site. Except as expressly set forth in these Terms of Use, any use or reproduction of the Intellectual Property is prohibited.

3. Restrictions on Use

Except as expressly authorized by law, by us, or by the applicable licensor in writing, you do not have the right to reproduce, transmit, license, sell, publicly perform, distribute, adapt, translate, modify, bundle, merge, share, or make available to any person, or create derivative works of, the whole or any part of the materials or content on the Site, nor use them for commercial purposes.

4. Terms of Use and Acceptable Use Policy Regarding Public Forums

The Site may contain or provide links or connections to interactive services, including, but not limited to, discussion groups, news forums, bulletin boards, chat rooms, blogs, and other similar social networking features, as well as the display of content from linked sites as described in Section 5 below (collectively, "Public Forums"), that may allow you to post, transmit, or submit information, including, but not limited to, writings, images, illustrations, audio recordings, and video recordings ("Posts"). We may actively or passively monitor Posts in Public Forums. Similarly, we may or may not exercise editorial control over Posts in any Public Forum. You may be exposed to content in Public Forums that is inaccurate, fraudulent, or misleading, or that you may find offensive or objectionable. Your use of Public Forums is at your own risk.

We reserve the right to, but are not obligated to, monitor Public Forums and delete or modify any Post that we, in our sole discretion, deem to constitute misuse of these rules. We may restrict, suspend, or terminate your use of these services or the Site when, in our sole discretion, we believe there may have been such misuse.

The following examples constitute misuse of the Site:

- Using the Site for any improper, illegal, or immoral purpose.
- Using the Site to create, host, or transmit (whether in a Public Forum or otherwise) any defamatory, offensive, or obscene material, or engaging in activities that could offend others based on race, religion, creed, or gender.
- Using the Site to harm or attempt to harm minors in any way.
- Using the Site to create, host, or transmit material that threatens or encourages physical harm or destruction of property, or that would constitute a criminal offense or give rise to civil liability.
- Using the Site to create, host, or transmit unsolicited advertising material to other users.
- Using the Site to make false, deceptive, fraudulent, or misleading offers to buy or sell products, items, or services, or to send chain letters, pyramid schemes, or similar.
- Using the Site to access or attempt to access the accounts of others or to penetrate or attempt to penetrate the security measures, computer software, hardware, electronic communication systems, or telecommunications systems of ours or a third party.
- Using the Site to collect or attempt to collect personal information about third parties without their knowledge or consent, or any other activity for the purpose of obtaining user lists or other data.
- Using the Site for any activity that negatively affects the ability of others or systems to use the services or the Internet in general, including, without limitation, piracy.
- Reselling, reusing, or redistributing any intellectual property provided by us, our contractors, or our licensors without our prior written consent, or impersonating any person or entity or using an unauthorized false name.
- Encouraging, approving, or glamorizing the consumption of alcohol by minors, driving under the influence of alcohol, or excessive alcohol consumption.

This list is illustrative only and is not intended to be exhaustive of the types of unacceptable uses of the Site or Public Forums. Due to the global nature of the Internet, users agree to comply with all local rules regarding online conduct and acceptable content. Users also agree to comply with any applicable rules regarding the export of data from any country.

Any post you make will be considered non-confidential and non-secret. You understand that personal information and other information (e.g., username, email address, phone number) you post on Public Forums is generally accessible and may be collected and used by others, resulting in unsolicited messages or other contact. You should not include any personally identifiable information about yourself or any other person in any Post. We reserve the right, but are not obligated, to remove any Post containing personally identifiable information. We will

not be responsible for the use or misuse of any information or data, including personal information, you post in Public Forums.

You represent and warrant that your posts are original, do not infringe on the intellectual property rights of another party, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory, or otherwise illegal, and that no other party has rights over them. We are not responsible for maintaining your posts and may remove or destroy them at any time.

The content, information, and materials posted by users in Public Forums are not endorsed by us. It is your responsibility to evaluate and confirm the accuracy of information provided by other users on or through Public Forums. The opinions expressed in Public Forums are not necessarily ours. Any statements, advice, and opinions made by participants are solely those of the participants. We will not be responsible for any statements, advice, opinions, or other content or materials in Public Forums. You release us from any claims and demands of any kind and nature, known or unknown, arising in any way from or in any way related to a dispute with another user of the Site.

5. Linked Sites and Linked Content

You acknowledge and agree that we have no responsibility for the content ("Linked Content") hosted on unaffiliated websites ("Linked Sites") that you or we may access from the Site or that are otherwise displayed on the Site through an application programming interface, application, or other method.

We do not host or store Linked Content. The display of Linked Content or the provision of links to Linked Sites does not constitute an endorsement or association by us with such Linked Content, Linked Sites, products, advertising, or other materials presented on such sites. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage, loss, or cost caused or allegedly caused by, or in connection with, your use or reliance on such content, goods, or services available on such Linked Sites, or for any action taken by Linked Sites.

We reserve the right to remove Linked Content from our Site or Linked Sites, to the extent that we have such control, at any time and for any reason, including the violation of these Terms of Use or the applicable terms of use on the Linked Site.

To use some of the features of the Site, you may be required to establish an account with a username and password on Linked Sites. Since these are unaffiliated sites, we are not responsible for any username, password, or other information that these sites may collect. We will never ask you to provide us with your password for Linked Sites.

In addition to these Terms of Use, the Linked Content displayed on our Site, including your rights with respect to it, is subject to the applicable terms of use established by the Linked Site.

6. Materials Submitted by You

Unless specifically requested, we do not solicit or wish to receive confidential, secret, or proprietary information or other material from you through the Site or any of its services, by email, or in any other way. Any information or material you send that has not been expressly requested by us will be considered non-confidential, non-secret, or non-proprietary. You agree that any information or material you send to the Site, whether ideas, creative concepts, or other materials, in any format (including, among others, text, images, illustrations, audio recordings, and video recordings), may be used, reproduced, and disclosed by us without restrictions. We will have no liability for any loss or damage suffered by you as a result of the use or disclosure of such materials by us to the extent permitted by law. This paragraph does not affect any rights you may have under data privacy laws protecting your personal information or other similar privacy laws, to the extent that such rights cannot be waived or excluded.

7. Accounts and Security

We may allow you to establish an account with a username and password to access and use certain areas of the Site, Public Forums, and other services. You should not create an account unless you are of legal age to purchase alcohol in your country of residence and in the country where you are accessing the Site. You must provide accurate account information. You are responsible for maintaining the strict confidentiality of your account password and for any activity conducted with your account and password.

Additionally, you agree: (a) to notify us immediately of any unauthorized use of your password or account or any other security breach, and (b) to ensure that you close your account at the end of each session. It is solely your responsibility to control the dissemination and use of your password, monitor access and use of your account, and notify us when you wish to cancel your account. We will not be responsible for any loss or damage resulting from your failure to comply with this provision.

8. Third-Party Goods and Services

We do not endorse individuals, companies, and other organizations whose goods or services may be displayed, offered, or accessed through the Site.

9. Your Responsibility

You should always verify any information presented on the Site with independent authorities before acting on or relying on it. It is your responsibility to use virus-checking software on any material downloaded from the Site and ensure that such software is compatible with your equipment. In circumstances where you provide us with personally identifiable information or other information related to third parties, you warrant that those third parties have been informed, have given their consent to such disclosure, and agree to our Privacy and Cookies Policy and any use we may make of such information.

10. User Information

In the course of your use of the Site, you may be asked to provide personal information (hereinafter referred to as "User Information"). Our policies regarding the collection and use of information regarding such User Information are outlined in the Privacy and Cookies Policy. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

11. Release of Liability

You hereby release us and our directors, officers, agents, employees, and representatives from any loss, damage, or cost arising from your use of the Site, any of its services, or any information accessible through the Site, including information obtained from Linked Sites, your submission or transmission of information or material on or through the Site or Linked Sites, or your violation of these Terms of Use, the terms of use of Linked Sites, or any other law, regulation, or guideline.

You also release us and our directors, officers, agents, employees, and representatives from any claim that any information or material you have submitted or will submit to us violates any law or infringes on the rights of third parties (including, but not limited to, claims related to defamation, invasion of privacy, breach of confidentiality, copyright infringement, or infringement or violation of any other intellectual property right). We reserve the exclusive right to defend and control any claim arising from the foregoing and any matter of indemnification, and you hereby agree to fully cooperate with us in such defenses.

We do not warrant that the Site is free of viruses, available, accessible, error-free, uninterrupted, or that the contents are accurate. While we take reasonable steps to secure the Site, you acknowledge that the Internet is not a completely secure medium, and we do not extend warranties, express or implied, that any information or materials you post or transmit through the Site are safe from unauthorized access or use. If you are not satisfied with the Site, your sole recourse is to stop using the Site.

To the maximum extent permitted by law, we and our directors, employees, agents, and affiliates disclaim any and all liability for any loss, cost, or damage (direct, indirect, consequential, or otherwise) suffered by you as a result of your use of the Site or any computer virus transmitted through the Site, or other sites accessible from the Site, whether or not we have been expressly informed of the possibility of such loss or damage.

12. Restriction, Suspension, and Termination

We reserve the right to restrict, suspend, or terminate your access to the Site and/or your ability to avail yourself of any services on the Site at any time if we believe you have violated these Terms of Use. Any restriction, suspension, or termination will be without prejudice to any rights we may have against you regarding your breach of these Terms of Use. We also reserve the right to remove the Site in its entirety or any section or feature of the Site at any time.

13. Entire Agreement

These Terms of Use, including our Privacy and Cookies Policy, constitute the entire agreement between you and us concerning their subject matter. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If a court of competent jurisdiction determines that any provision of the Terms of Use is unenforceable or invalid, the parties agree to give effect to the intentions of the parties reflected in that provision, and the other provisions of the Terms of Use shall remain in full force and effect. We may, at our discretion, assign, transfer any or all of our rights and obligations under the Terms of Use to any third party or parties at any time.

14. Copyright and Intellectual Property

Goodwinds is a registered trademark and licensed to Destilerías Chilenas del Ranco SpA. The Goodwinds bottle and its design are the property of Destilerías Chilenas del Ranco SpA.

We respect the intellectual property rights of others and require those using the Site to do the same. If you believe your work has been copied in a way that constitutes copyright infringement, please send the following information to the email address info@goodwinds.cl:

- Your address, phone number, and email address.
- A description of the copyrighted work you claim has been infringed.
- A description of the allegedly infringing activity and where the infringing material is located.
- A statement by you that you believe in good faith that the disputed use is not authorized by you, the copyright owner, your agent, or the law.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A statement by you that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

15. Law and Jurisdiction

These Terms of Use, including the Privacy and Cookies Policy and any matter related to the Site, shall be governed by Chilean law. Any legal proceedings arising out of or related to these

Terms of Use, whether against us or any indemnified party, shall be subject to the exclusive jurisdiction of the courts of Chile, and hereby you irrevocably consent to the jurisdiction of such courts.

December 2023

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Privacy and Cookies Policy

This policy outlines how this website (hereinafter referred to as "The Site") uses and protects the information you provide during your use of The Site. The Site is committed to minimizing requests for your information and protecting that information by all reasonable means available. If we request personal information from you during your use of The Site, it will only be used in accordance with this privacy statement. We may modify this policy by occasionally updating this page, so you should review this content to ensure you are satisfied with the policies described here.

IF YOU DO NOT ACCEPT THIS PRIVACY POLICY IN ITS ENTIRETY, PLEASE LEAVE THE SITE IMMEDIATELY.

Information We May Collect from You:

- Name.
- Contact information, including email address.
- Other information relevant to communications of interest, offers, or surveys.

What We Do with the Information We Collect:

This information is required to establish communication for various reasons, such as:

- Responding to inquiries and/or receiving suggestions through contact forms.
- Sending promotional emails about new products, special offers, events, or other information that we believe may be relevant, using the email address you provided.
- Contacting you to improve our products and services.
- We may also use the information to personalize the website according to your interests and preferences.

This list is illustrative and not exhaustive of the possible uses of the information.

Use of Cookies:

A cookie is a small file that requests permission to be placed on your computer's hard drive. If the user of that computer agrees, the file is installed. The cookie helps analyze web traffic and lets us know when you visit a particular site. The Site may, in turn, tailor its operations by collecting information about your preferences while browsing.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve The Site to tailor it to the preferences and needs of its users.

Overall, cookies help us provide a better browsing experience by allowing us to monitor which pages you find most useful or interesting and which ones do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

Important: You can accept or decline cookies. Most browsers provide the option to decline them if you prefer.

Links to Other Websites:

Our website may contain links to other linked sites. However, once you have used these links to leave our site, you should be aware that we have no control over such linked sites. Therefore, we are not responsible for the protection and privacy of any information you provide while visiting such sites, and these sites are not governed by this privacy statement. You should exercise caution and review the privacy policy applicable to the respective websites.

Control of Your Personal Information:

You can choose to restrict the collection or use of your personal information in the following ways:

- Whenever you are asked to fill out a form on The Site, look for the checkbox where you can click to indicate that you do not want the information to be used by anyone for direct marketing purposes.
- If you have previously agreed to us using your personal information for direct marketing purposes, you can change your mind at any time by informing us of your decision through our contact form.

We will not sell, distribute, or lease your personal information to third parties. Nor will we disclose it, except when mandated by the competent authorities and under the framework of the law when required.

If you believe that any information we have about you is incorrect or incomplete, please write to us or email us as soon as possible at info@goodwinds.cl.