

## **I. Legal notices**

The Site publisher is the Compagnie des Fromages & RichesMonts (hereinafter CF&R), a private company limited by shares with a capital of €137,040,000, the head office of which is located at 5, Rue Chantecoq, 92800 Puteaux, recorded in the Nanterre Trade and Companies Registry under number 501 645 196.

Telephone: +33 (0)1 46 43 61 00

Publication manager: Stéphane Velay

GDPR Contact: Nicolas Blondet

This Website is hosted by LinkByNet, a simplified joint stock company with share capital of €422,732.14, whose registered office is at 5-9, Rue de l'Industrie – 93200 Saint-Denis, registered with the Bobigny Trade and Companies Register under number 430 359 927. Telephone: +33 (0)1 48 13 00 00 Website: <http://www.linkbynet.com> Contact: [dataprotection@www.linkbynet.com](mailto:dataprotection@www.linkbynet.com)

## **II. General terms and conditions of use**

### **Article 1 – FREE SERVICE**

The use of the service established by CF&R and described in the present general terms and conditions of use is entirely free of charge.

However, the devices (computer, tablet, telephone, software, telecoms resources, etc.) that enable access to this service are exclusively at the expense of the internet user, including internet connection fees.

### **Article 2 – INTELLECTUAL PROPERTY**

Access to the Site entitles the User to the right of private and non-exclusive use. The entirety of the content published on this Site, particularly the texts, photographs, logos, brands, videos, etc. constitute “works” in terms of the intellectual property code. As a result, any whole or partial representation or reproduction that may be carried out, without the consent of the authors or copyright owners, is unlawful.

### **Article 3 – DATA PROTECTION**

Pursuant to the data protection law no. 78-19 of 6 January 1978 amended, every internet user has a right of access, of rectification and of cancellation of the personal data concerning them and may also, with valid justification, oppose its processing.

You may exercise your rights by email or by registered letter with acknowledgement of receipt by contacting:

#### **CF&R – Personal data**

**Email:** “contact us” section on the Site [www.cfrcheese.com](http://www.cfrcheese.com)

**Post:** Compagnie des Fromages & RichesMonts, 5, Rue Chantecoq, 92800 PUTEAUX, France

In order to process your requests, you must provide us with the necessary elements of identification: surname, first name, email and postal address.

Pursuant to the provisions of article 92 of the decree no. 2005-1309 of 20 October 2005, a copy of your identity document must be attached to any request for a right of access, opposition or rectification.

In addition to the above, every internet user is entitled to file a complaint with the French Data Protection Authority (CNIL), via their website [www.cnil.fr](http://www.cnil.fr).

Following law no. 2016-1321 of 7 October 2016 that amended the aforementioned law of 6 January 1978 amended, individuals who so wish are able to decide what happens to their data after their death.

For further information, please consult the CNIL website at the following address: <https://www.cnil.fr>

Finally, every individual is entitled to the portability of the personal data which they have communicated to the processing manager.

This right is applicable under the same conditions as those of access and rectification.

The User is however informed, and accepts, that the exercise of these rights is liable to momentarily impair delivery of the service.

#### **Article 4 – COLLECTION OF PERSONAL DATA**

Some of the personal data recorded on our server is that which you provide voluntarily when you complete online forms.

##### Data collected:

Within the framework of the collection activities mentioned above, CF&R collects the following data:

Your surname

Your first name

Your company

Your email address

Your country

#### **Article 5 – PROTECTION AND USE OF PERSONAL DATA COLLECTED**

Contact form:

Personal information communicated on the contact form found on the Site is intended exclusively for use by CF&R, with the sole aim of answering questions asked via the “Contact Us” section.

##### Special offers:

Within the context of special offers organised by CF&R on the Site, personal information may be requested of internet users wishing to participate in a given game.

The processing manager and the purpose of the processing will be clearly indicated on the game’s application form. The processing manager will not use personal data for any purpose other than that indicated to the internet user at the time of applying to participate in the game.

Under certain circumstances, and only upon the express acceptance of the internet user, personal data may be used to enable the communication of special offers from CF&R and/or its partners. CF&R will not communicate the personal data of game participants to third parties unless the participants have given their express prior consent.

The data collected is necessary in order to participate in the game. As a result, individuals who exercise their right to the deletion of data concerning them, pursuant to the aforementioned article 4, before the end of the game, will be considered as having withdrawn their participation.

### Non-personal data:

All information that does not constitute data of a personal nature and that you communicate to CF&R via the Site (comments, opinions, suggestions, etc.) may be used by CF&R, without any restriction to rights of use and without compensation for yourself or for a third party.

This information will not be treated as confidential by CF&R.

### **Article 6 – CONFIDENTIALITY MEASURES**

CF&R has set up resources enabling the storage, in a safe and secure manner, of personal information, in order to avoid loss, deterioration or hacking. These storage systems are only accessible to a limited number of authorised personnel.

### **Article 7 – RISKS RELATED TO THE INTERNET**

Site services are accessible 24 hours a day, 7 days a week, except in a case of force majeure or an event outside of CF&R's control, and subject to periods of maintenance and possible malfunctions.

Transfer rates and response times for information circulating between the internet and the Site platform are not guaranteed by CF&R.

The speed of information circulation is not dependent on the access service offered by CF&R, but on the inherent nature of online networks relative to technical resources for the absorption of traffic generated.

CF&R reminds Users of the nature and limitations of the Internet and refuses any responsibility related to the consequences of the User's connection to the network while visiting the Site.

More specifically, CF&R will not be held liable for any damages, material or immaterial, caused by Users, to their device(s) or to data stored therein, and the consequences that may ensue with regard to their personal, professional or commercial activity.

CF&R will not be held responsible for any use by a third party of elements found in the personal spaces of the Site.

Furthermore, CF&R will not be held responsible in the event that one or more Users are unable to connect to the Site due to a technical fault or any other problem related, in particular, to network congestion.

### **Article 8 – INTERRUPTION AND CANCELLATION**

CF&R may unilaterally and at any time interrupt, temporarily or definitively, the publishing of its Site without being deemed liable and without giving rise to the allocation of damages of any nature whatsoever.

### **ARTICLE 9 – THIRD-PARTY SITES/HYPertext LINKS**

Pages on the Site may contain hypertext links that direct to other websites managed by companies distinct from CF&R and over which CF&R exercises no control whatsoever.

CF&R assumes no responsibility regarding the content of these third-party sites, their potential use or the content toward which these sites may lead.

No User or Site visitor can set up a hypertext link towards the Site, without express prior written consent from CF&R.

### **Article 10 – MISCELLANEOUS**

CF&R is free to change the general terms and conditions of use herein at any time. Users are required to comply with the most recent version of these general terms and conditions of use.

The general terms and conditions of use herein are governed by European regulations and French laws.

Any dispute relative to their interpretation and/or their execution will be submitted to the French courts. It is strictly forbidden to use or to reproduce the name of CF&R and/or its logo as well as all the brands, illustrations or models quoted and/or presented on the Site or any other related Site, for any reason whatsoever and in particular, for advertising purposes, without the prior written consent of CF&R.

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