

## **Terms and Conditions and Privacy Policy for Teremana GTR Photobox**

1. Introduction. These Terms and Conditions and Privacy Policy ("Terms") govern your use of the Teremana GTR Photobox (the "Photobox") provided by Siete Bucks Spirits LLC ("SBS," "we," "us," or "our"). SBS is committed to protecting the privacy of your personal information, and remaining transparent with what we do with that information. These Terms will discuss the collection and use such information. Personally identifiable information includes, but is not limited to, name, date of birth, address (mailing and billing), city, state, zip code, telephone numbers, cell phone numbers, gender, household income ranges, consumption habits, product usage, attitudes and preferences regarding our products and other personal information (collectively, "Personal Information"). We do not collect any personal information about you unless you voluntarily provide it to us. These terms do not apply to the practices of companies or persons that SBS does not control or employ. By using the Photobox, you agree to be bound by these Terms.
2. Eligibility. To use the Photobox, you must be at least 21 years of age and legally able to enter into these Terms. If you are under the age of 21, you are prohibited from using the Photobox. We do not solicit or knowingly collect Personal Information from any individuals under the age of 21, and we do not knowingly market our products or services to persons under the age of 21. Prior to the collection of any Personal Information, you will be required to affirm that you are at least 21 years of age. For more information on how SBS supports responsible decision making, visit [responsibility.org](http://responsibility.org).
3. Use of the Photobox. By using the Photobox, you grant SBS the right to use any photographs, videos, or other media (collectively, the "Content") captured in the Photobox for promotional, advertising, or other purposes without compensation or prior notice. You also waive any right to inspect or approve the use of the Content.
4. Types of Personal Information We Collect. By using the Photobox, SBS may collect the following types of Personal Information:
  - a. Contact information such as name, email, telephone number, and mailing address
  - b. Consumer information such as age, demographics, interests, marketing preferences, and purchase history
  - c. Images such as photo and video
5. Email Collection and Advertising Consent. By providing your email address at the Photobox, you expressly consent to receive promotional and advertising materials from SBS, including the Teremana newsletter. You understand that you can opt-out of receiving such materials at any time by following the unsubscribe instructions in any email communication.

6. Personal Information Use and Disclosure. We collect certain Personal Information that you volunteer to us when you use the Photobox for the reasons provided in these Terms. By using the Photobox and providing your Personal Information, you agree to the collection, use, and disclosure of your personal information as described in these Terms. This may include sharing your information with Mast-Jägermeister US, Inc. and/or Mast-Jägermeister SE (collectively, “Jägermeister”) and other third parties for advertising and promotional purposes. If we intend to use your Personal Information for any reason not disclosed in these Terms, we will provide you with notice prior to doing so. We will retain your Personal Information for no longer than is reasonably necessary and only collect the minimum amount for the disclosed purposes described in these Terms.
7. Rights to Your Personal Information (Accessing, Editing, or Deleting Your Personal Information and Preferences). You may request to access your Personal Information, or that We edit or delete your Personal Information and preferences, including but not limited "opting-out" from receiving any digital marketing communications, at any time, by requesting so by e-mail to [info@teremana.com](mailto:info@teremana.com) or following the "opt-out" instructions including in the digital marketing communication sent to you, if applicable. We will respond to your request within forty-five (45) days unless we give you notice for a need for an extension, and if requesting access to your Personal Information, We will provide it to you in a portable, easy to use format. You have the right, at any time, to direct Us as to how we may use sensitive personal information and to limit its use of any sensitive personal information. You will not be discriminated against for exercising any of these privileges.
8. Securing Your Information. We use reasonable administrative, technical, and physical security measures to protect your Personal Information from unauthorized access and use. However, regardless of the effectiveness of our security measures, no security system is impenetrable. We cannot guarantee the security of our database, not can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. We ask you to do your part, by keeping any computer passwords you use to access the Internet strictly confidential.
9. Limitation of Liability. In no event shall SBS or any of its respective affiliates, directors, officers, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of the Photobox or your provision of personal information.
10. Indemnification. You agree to indemnify, defend, and hold harmless SBS and its respective affiliates, directors, officers, employees, and agents from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the Photobox or your violation of these Terms.

11. Governing Law and Dispute Resolution. These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. Any legal action or proceeding relating to these Terms shall be brought exclusively in the federal or state courts located in New York County, New York, and you hereby consent to the jurisdiction of such courts.

12. Changes to Terms. SBS reserves the right to modify these Terms at any time without prior notice. Your continued use of the Photobox following any such changes constitutes your acceptance of the revised Terms.

13. Contact Information. If you have any questions or concerns about these Terms or our Privacy Policy, please contact us at:

Siete Bucks Spirits LLC  
245 Fifth Avenue, Suite 1005  
New York, New York 10016  
info@teremana.com

Drink Responsibly.

You must be 21 or over access the website teremana.com. Do not forward any content to those under 21. Teremana® Small Batch Tequila, 40% alc./vol., Imported by Siete Bucks Spirits, White Plains, NY. Enjoy Responsibly.

All Rights Reserved.