

## TERMS & CONDITIONS

### 條款及細則

("Site")

(“網站”)

Last updated: 02.12.2022

最後更新：2022 年 02 月 12 日

## INTRODUCTION

### 簡介

This website ("Site") other than the Shop is operated by MacDonald & Muir Limited. The Shop is operated by Moët Hennessy UK Limited.

除店鋪外，本網站（“網站”）由 MacDonald & Muir Limited 運營。店鋪由 Moët Hennessy UK Limited 經營。

MacDonald & Muir Limited ("MacDonald & Muir") is a company incorporated in Scotland under company number SC19038. Our registered office is at The Cube, 45 Leith Street, Edinburgh, EH1 3AT and our registered VAT number is GB269119536.

MacDonald & Muir Limited（“MacDonald & Muir”）是一家在蘇格蘭註冊成立的公司，公司編號為 SC19038。註冊辦事處位於 The Cube, 45 Leith Street, Edinburgh, EH1 3AT，註冊增值稅號為 GB269119536。

Moët Hennessy UK Limited ("MHUK") is a company incorporated in England under company number 0371236. MHUK's registered office is at 18 Grosvenor Gardens, London SW1W 0DH and its registered VAT number is GB238953231.

Moët Hennessy UK Limited（“MHUK”）是一家在英國註冊成立的公司，公司編號為 0371236。註冊辦事處位於 18 Grosvenor Gardens, London SW1W 0DH，註冊增值稅號為 GB238953231。

MacDonald & Muir and MHUK are referred to in these Terms and Conditions as "we" or "us" save expressly stated otherwise or the context otherwise requires.

除非另有明確說明或上下文另有要求，在本條款及細則中，MacDonald & Muir 和 MHU 將被稱為“我們”或“我們的”。

· These Terms and Conditions are divided into several sections:

· 本條款及細則將分為以下幾個部分：

- o Section A contains the terms that apply to your access to and use of any part of the Site whether or not you order any products through the Shop ("Shop") ("Terms of Use").
- o Section B contains the additional terms that apply to any orders for products and related services that you place through the Shop ("Product Terms").
- o Section C contains the additional terms that apply if you book tickets through the Visit Us page to attend and/or participate in a ticketed event, tour, tasting, class, or other experience organized ("Experience Terms").
- o Section D contains general provisions that apply to any and all use of the Site.
- o A 部分包含適用於您訪問和使用網站任何部分的條款，無論您是否透過店鋪（“店鋪”）訂購任何產品（“使用條款”）。
- o B 部分包含適用於您透過店鋪下的任何產品和相關服務訂單的附加條款（“產品條款”）。
- o C 部分包含附加條款，如果您透過“訪問我們”頁面預訂門票以參加和/或參與購票活動、旅遊、品酒、課程或其他組織的體驗（“體驗條款”），則這些附加條款適用。
- o D 部分包含適用於網站任何和所有使用的一般規定。

· Please read these Terms and Conditions carefully before you use this Site. By using this Site, you confirm your acceptance of and agreement to be bound by and comply with these Terms and Conditions. If you are accessing this Site on behalf of a company or other legal entity, your use of this Site confirms that the company or other legal entity agrees to be bound by and comply with these Terms and Conditions.

· 請在使用本網站前細心閱讀本條款及細則。透過使用本網站，您確認接受並同意受本條款及細則的約束並遵守本條款及細則。如果您代表公司或其他法律實體訪問本網站，則您對本網站的使用確認該公司或其他法律實體同意遵守並受本條款及細則的約束。

· We may modify these Terms and Conditions from time to time. We will endeavour to notify you of any material amendments to these Terms and Conditions by placing a notice about them on the homepage of the Site but do not guarantee to do so, therefore please review the Terms and Conditions whenever you use the Site as any changes are binding on you from the date that we make them.

· 我們可能會不時修改本條款及細則。我們將努力，但不保證，透過在網站主頁上發布相關通知以告知您有關本條款及細則的任何重大修訂。自更改之日起，最新條款及細則將對您具有約束力。因此，請在使用本網站時查看條款及細則。

· We recommend that you print a copy of these Terms and Conditions for future reference.

· 我們建議您打印一份條款及細則，以供將來參考。

· Our Privacy & Cookies Notice, which explains what information we will collect from you when you use the Site and how we will use this information, and how we use cookies, also applies to you.

· 我們的《隱私和 Cookie 聲明》也適用於您，其中解釋了當您使用本網站時我們將向您收集哪些信息、我們將如何使用這些信息以及如何使用 Cookie。

## SECTION a: TERMS OF USE

### A 部分：使用條款

#### ABOUT THIS SITE

##### 關於本網站

· The Site provides users with details about Ardbeg products, events, and experiences. You may browse the Site, purchase goods and related services, and book tickets without the need to register for an account. However, there is also the option to register for an account with our Site (this is not mandatory – please see below for more details).

· 本網站向用戶提供有關 Ardbeg 產品、活動和體驗的詳細信息。用戶無需註冊賬戶即可瀏覽本網站、購買商品及相關服務、訂票。然而，用戶也可以選擇在我們的網站上註冊一個帳戶（非強制性，請參閱下文了解更多詳情）。

#### AGE RESTRICTION

##### 年齡限制

· You must be at least 18 years of age to use the Site, to register for an account and/or to place orders or make bookings via the Site. If you are underage, please do not attempt to use the Site, register for an account, place orders, or make bookings via the Site. If we believe or verify that you are not aged 18 or over, we may suspend or cancel your access to and use of the Site until you have provided us with acceptable proof of age.

· 必須年滿 18 歲方可使用本網站、註冊帳戶和/或透過本網站下單或進行預訂。如果我們相信或證實您未滿 18 歲，我們可能會暫停或取消您訪問和使用本網站的權利，直到您向我們提供可接受的年齡證明。

· You will be asked to confirm your age each time you place an order or make a booking through this Site.

· 每次當您透過本網站下訂單或進行預訂時，系統都會要求您確認您的年齡。

## COMMITTEE MEMBERSHIP REGISTRATION & SECURITY

### 委員會成員註冊與安全

· If you choose to register for a Committee Membership (“account”) with our Site, you must ensure that the information that you provide on registration or at any other time is correct, up to date and complete. You must inform us immediately of any changes to the information that you provided when registering by updating your personal information in order that we can communicate with you effectively.

· 如果您選擇在我們的網站上註冊成為委員會成員（“帳戶”），您必須確保您在註冊時，或任何其他時間提供的信息是正確的、最新的且完整的。如果您在註冊時提供的信息發生任何變化，您必須立即透過更新您的個人信息通知我們，以便我們與您進行有效溝通。

· Please note that your account is non-transferable.

· 請注意，您的帳戶不可轉讓。

· When you register to use the Site, you will be asked to create a password. You must keep this password secure and confidential and must not disclose it to, or share it with, anyone. If you know or suspect that someone else knows your password or is using your account, you should contact us at [admin@ardbeg.com](mailto:admin@ardbeg.com) immediately.

· 當您註冊使用本網站時，系統會要求您創建一個密碼。您必須妥善保管此密碼，不得透露給任何人或與任何人分享。如果您知道或懷疑他人知道您的密碼或正在使用您的帳戶，您應該立即透過 [admin@ardbeg.com](mailto:admin@ardbeg.com) 聯繫我們。

· If we have reason to believe that there has been or is likely to be a breach of security or misuse of the Site, we may require you to change your password or we may suspend or cancel your account and your access to and use of the Site without prior notice and without responsibility or liability to you.

· 如果我們有理由相信已經存在或可能存在違反安全或濫用本網站的行為，我們可能會要求您更改密碼，或者我們可能會暫停或取消您的帳戶以及您對本網站的訪問和使用，恕不另行通知，也不對您承擔任何責任或義務。

· You can cancel your registration at any time by contacting us at [admin@ardbeg.com](mailto:admin@ardbeg.com)

· 您可以隨時透過 [admin@ardbeg.com](mailto:admin@ardbeg.com) 聯繫我們取消您的註冊

#### CANCELLING OR SUSPENDING YOUR USE OF THE SITE

##### 取消或暫停您對本網站的使用

· We may suspend or cancel your account (if applicable) and/or your right to access and use the Site immediately and without notice at any time if we believe you have breached the Terms and Conditions. The suspension or cancellation of your account (if applicable) and/or your right to use the Site shall not affect either party's statutory rights or liabilities.

· 如果我們認為您違反了條款及細則，我們可能會隨時暫停或取消您的帳戶（如適用）和/或您訪問和使用本網站的權利，恕不另行通知。暫停或取消您的帳戶（如適用）和/或您使用本網站的權利不會影響任何一方的法定權利或責任。

#### ACCESS TO THE SITE, CHANGES & UPDATES

##### 訪問網站、更改與更新

· We shall endeavour to provide constant, uninterrupted access to the Site, but we cannot and do not guarantee to do so. Access to all or any part of the Site (including the Shop) may be restricted from time to time to allow for repairs, maintenance or updating. We may update, amend, suspend, withdraw, discontinue, or change all or any part of our Site and/or its content at any time and without notice.

· 我們將努力，但無法保證，能為您提供對網站的持續、不間斷的訪問。在進行維修、維護或更新時，訪問本網站的全部或任何部分（包括店鋪）可能會不時受到限制。我們可以隨時更新、修改、暫停、撤銷、停止或更改我們網站和/或其內容的全部或任何部分，恕不另行通知。

· Whilst we take reasonable steps to ensure the accuracy of the content of the Site, unless otherwise stated, we do not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material appearing on it.

· 雖然我們採取合理措施確保網站內容的準確性，但除非另有說明，否則我們不保證或保障網站上出現的任何信息或材料的準確性、及時性或完整性。

#### INTELLECTUAL PROPERTY NOTICE

## 知識產權聲明

This Site and all materials, text, code, content, software, videos, music, sound, graphics, photographs, illustrations, artwork, names, logos, marks, formats, files, devices, and links contained in it or linked to it (together "Content ") are protected by copyright, trademarks and other rights of intellectual property owned by us or licenced to us. Anyone accessing this Site is entitled to view any part of it. However, the Content must not be used nor reproduced (in whole or part) for any other purpose including on or in connection with another website or publication or for commercial gain without our express written permission. Furthermore, any links to this Site must be notified to and approved by us before they are created, or steps are taken to create the same.

本網站及其包含或鏈接到的所有材料、文本、代碼、內容、軟件、視頻、音樂、音效、圖形、照片、插圖、藝術品、名稱、徽標、標記、格式、文件、設備和鏈接（統稱為“內容”）均受我們擁有或許可給我們的版權、商標和其他知識產權的保護。訪問本網站的任何人都有權查看其任何部分。但是，未經我們明確書面許可，不得出於任何其他目的使用或複制（全部或部分）內容，包括在其他網站或出版物上或與之相關的目的，或出於商業利益。此外，本網站的任何鏈接必須在創建或採取措施創建之前通知我們並獲得我們的批准。

## THIRD PARTY CONTENT AND LINKS

### 第三方內容與鏈接

We have no responsibility for content provided by third parties and are merely providing access to such content to you:

我們對第三方提供的內容不承擔任何責任，僅向您提供對此類內容的訪問權限：

- o We have no obligation to verify the content of such information or to edit any such information provided by third parties; and

- o We have no control over such content and do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any third-party details and you acknowledge that any reliance on such information will be at your own risk.

- o 我們沒有義務核實此類信息的內容或編輯第三方提供的任何此類信息；並且

- o 我們無法控制此類內容，也不認可、支持、陳述或保證任何第三方詳細信息的真實性、準確性或可靠性，您承認對此類信息的任何依賴將由您自行承擔風險。

Websites or pages to which this Site is linked (other than other websites operated by us) are for information only and have not been reviewed by us. We have no responsibility for the content of such websites or pages and accept no liability for any losses or damage whatsoever that may be incurred as a result of any linking to the same.

· 本網站鏈接的網站或頁面（我們運營的其他網站除外）僅供參考，尚未經我們審查。我們對此類網站或頁面的內容不承擔任何責任，也不對因鏈接至此類網站或頁面而可能導致的任何損失或損害承擔任何責任。

## VIRUSES

### 病毒

· We do not guarantee that the Site or its server will be secure or free from bugs, errors, worms or viruses and we shall not be liable for any loss or damage you may suffer as a result of any such technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it. You should therefore use your own virus protection software.

· 我們不保證本網站或其服務器是安全，或沒有漏洞、錯誤、蠕蟲或病毒的。對於您因使用我們的網站或下載網站上的任何內容或鏈接的任何網站而可能感染您的電腦設備、計算機電腦程序、數據或其他專有材料而遭受的任何損失或損害，我們概不負責。因此，您應該使用自己的病毒防護軟件。

· You agree that you will not knowingly introduce to our Site any viruses, trojans, worms or other matter which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you could be committing a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

· 您同意您不會在知情的情況下向我們的網站引入任何病毒、木馬、蠕蟲或其他惡意或技術有害的內容。您不得試圖未經授權訪問我們的網站、存儲我們網站的服務器或連接到我們網站的任何服務器、電腦或數據庫。您不得透過拒絕服務攻擊或分佈式拒絕服務攻擊來攻擊我們的網站。違反此規定，您可能會觸犯 1990 年《電腦濫用法》，並可能會承擔刑事責任。我們有責任向相關執法機構報告任何此類違規行為，並透過向他們披露您的身份來配合這些機構的執法工作。如果發生此類違規行為，您使用我們網站的權利將立即終止。

## LOCAL LAWS & REGULATIONS

### 當地法律法規

· Our Site is hosted in the United Kingdom and complies with the laws of the United Kingdom.

· 我們的網站位於英國並遵守英國法律。

We do not represent that content available on or through our Site is appropriate or available in other jurisdictions. We may limit the availability of our Site, or any service or product described on our Site, to any person or geographic area at any time. This Site is not directed at persons in a jurisdiction where the Site's publication or availability is prohibited for any reason and any person to whom such a prohibition applies must not access the Site. Those who access the Site do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws or regulations.

我們不代表我們網站中或透過我們網站提供的內容在其他司法管轄區是適當的或可用的。我們可能隨時限制任何人或地理區域使用我們網站或我們網站中描述的任何服務或產品。本網站不針對因任何原因禁止本網站發布或提供的司法管轄區內的人員，任何適用此類禁令的人員不得訪問本網站。本網站用戶是自主決定訪問本網站的，風險自負，並有責任遵守適用的當地法律或法規。

Our Shop is directed to people residing in the United Kingdom and we only deliver to addresses within the Mainland United Kingdom and the Isle of Man. If you are based outside the United Kingdom or the Isle of Man, you may access our Site and place orders through our Shop for delivery to an address in the United Kingdom or the Isle of Man however you do so entirely at your own risk and you are responsible for compliance with applicable local laws or regulations. You may not access our Site or place orders through our Site where local law or regulations provide that it is unlawful for you to do so.

我們的店鋪僅面向居住在英國的人，我們僅提供英國大陸和馬恩島配送。如果您不在英國或馬恩島，則可以訪問我們的網站並透過我們的店鋪下單，以便配送到位於英國或馬恩島的地址，但是您自己需承擔所有風險，並且您有責任遵守適用的當地法律或法規。如果當地法律或法規認定此類行為屬非法行為，則您不得訪問我們的網站或透過我們的網站下訂單。

## SECTION D: GENERAL TERMS & CONDITIONS

D 部分：一般條款及細則

### OUR LIABILITY

我們的責任

- o We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- o 對於任何用戶的任何損失或損害，無論是在合同、侵權（包括疏忽）、違反法定義務或其他方面，即使是可預見的，由以下原因引起或與之相關的，我們概不負責：
  - Use of, or inability to use, our Site.



- 使用或無法使用我們的網站。
  
- Use of or reliance on any content displayed on our Site other than, in the case of MacDonald & Muir, where the content forms a term of an Experience Contract, or in the case of MHUK, where the content forms a term of a Product Contract.
  
- 使用或依賴我們網站上顯示的任何內容，但在 MacDonald & Muir 的情況下，該內容構成體驗合同的條款，或在 MHUK 的情況下，該內容構成產品合同的條款。
  - o MHUK is under a legal duty to supply products that are in conformity with your Product Contract. MHUK warrants to you that any product purchased from it through the Shop is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied. All other warranties (whether express or implied) are excluded to the fullest extent permissible by law.
  
  - o MHUK 負有提供符合您的《產品合同》的產品的法律義務。MHUK 向您保證，透過店鋪購買的任何產品都具有令人滿意的質量，並且合理地適合此類產品通常提供的所有用途。在法律允許的最大範圍內，所有其他保證（無論是明示的還是暗示的）均被排除在外。
  
  - o MacDonald & Muir is under a legal duty to supply Experiences that are in conformity with our contract with you. We warrant that any Experience will be provided with reasonable skill and care. All other warranties (whether express or implied) are excluded to the fullest extent permissible by law.
  
  - o MacDonald & Muir 負有提供符合我們與您簽訂的合同的體驗的法律義務。我們保證任何體驗都將以合理的技能，並謹慎提供。在法律允許的最大範圍內，所有其他保證（無論是明示的還是暗示的）均被排除在外。
  
  - o We will be responsible for loss or damage you suffer which is a foreseeable consequence of our breach of these Terms and Conditions or our negligence but we will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if the loss or damage was an obvious consequence of our breach of these Terms and Conditions or if the loss or damage could be contemplated by you and us at the time your order was accepted.
  
  - o 我們將對您因我們違反本條款及細則或我們的疏忽而遭受的可預見後果的損失或損害負責。儘管如此，對於任何不可預見的損失或損害，我們概不負責。如損失或損害是我們違反本條款及細則的明顯後果，或者如果您和我們在接受您的訂單時可以預見到損失或損害，則此類損失或損害是可預見的。
  
  - o We shall have no liability (whether in contract, tort, negligence, breach of statutory duty or otherwise) for any indirect, consequential, or special loss (including, without limitation, loss

of business, loss of business opportunity, business interruption, loss of goodwill and loss of reputation) or loss of profits.

o 我們對任何間接的、後果性的或特殊的損失（包括但不限於業務損失、業務機會損失、業務中斷、商譽和聲譽損失）或利潤損失不承擔任何責任（無論是合同、侵權、疏忽、違反法定義務或其他）。

o MHUK's maximum liability for losses or damages you suffer as a result of our breach of these Terms and Conditions in relation to any Product Contract is limited to the purchase price of the product(s) you purchased.

o 若因我們違反《產品合同》條款及細則而導致您蒙受損失或損害，則 MHUK 的最大責任僅限於您購買產品時的購買價格。

o MacDonald & Muir's maximum liability for losses or damages you suffer as a result of our breach of these Terms and Conditions in respect of any Experience is limited to the price you have paid for that Experience.

o 若因我們違反任何與體驗有關的條款及細則而導致您蒙受損失或損害，則 MacDonald & Muir 的最大責任僅限於您為該體驗支付的價格。

o Nothing in these Terms and Conditions excludes or limits in any way our liability:

o 本條款及細則中的任何內容均不以任何方式排除或限制我們的責任：

▪ for death or personal injury caused by our negligence;

▪ defective goods under the Consumer Protection Act 1987;

▪ for fraud or fraudulent misrepresentation; or

▪ for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability, including in the case of MHUK liability under section 31 of the Consumer Rights Act 2015.

▪ 因我們的疏忽造成的死亡或人身傷害；

▪ 1987 年《消費者保護法》規定的有缺陷商品；

▪ 欺詐或欺詐性虛假陳述；或者

▪ 對於我們排除或試圖排除我們的責任是非法的任何事項，包括根據《2015 年消費者權益法》第 31 條規定的 MHUK 責任。

- o Nothing in these Terms and Conditions shall affect your legal rights. For information about your legal rights, contact your local Citizens Advice Bureau or visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)
- o 本條款及細則中的任何內容均不會影響您的合法權利。有關您的合法權利的信息，請聯繫您當地的公民諮詢局或訪問公民諮詢網站 [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

## EVENTS OUTSIDE OUR CONTROL

### 不可控事件

- o We will not be liable for delay in performing, or failure to perform, if such delay or failure results from events, circumstances or causes beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or another natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- o 如果此類延遲或未能履行是由超出我們合理控制範圍的事件、情況或原因造成的，包括但不限於罷工、停工或第三方的其他工業行動、內亂、暴動、入侵、恐怖襲擊或恐怖襲擊威脅、戰爭（無論是否宣戰）或戰爭威脅或準備、火災、爆炸、風暴、洪水、地震、沉降、流行病、傳染病或其他自然災害，或公共或私人電信網絡故障，或無法使用鐵路、航運、飛機、汽車運輸或其他公共或私人交通工具，我們將不對延遲履行或未能履行承擔任何責任。
- o If an event beyond our reasonable control takes place that affects the performance of our obligations under a Product Contract and/or an Experience Contract:
- o 如果發生超出我們合理控制範圍的事件，影響我們履行產品合同和/或體驗合同項下的義務：
  - we will contact you as soon as reasonably possible to notify you;
  - 我們將盡快與您聯繫並通知您；
  - Our obligations under that Product Contract and/or Experience Contract will be suspended and the time for performance of its obligations will be extended for the duration of the event. Where the event affects our delivery of products to you, MHUK will arrange a new delivery date with you after the event is over; and
  - 我們在該產品合同和/或體驗合同項下的義務將被暫停，履行其義務的時間將延長至活動期間。如活動影響我們向您發貨，MHUK 將在活動結束後與您安排新的發貨日期；並且

o We cannot perform our obligations under a Product Contract and/or Experience Contract affected by an event beyond its reasonable control, you may choose to cancel that Contract. To cancel please contact us at [orders@help.ardbeg.com](mailto:orders@help.ardbeg.com) or call our Customer Care Advisors on +44 20 76 60 60 71. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will refund the price you have paid, including any delivery charges.

o 對受超出其合理控制範圍的事件影響的《產品合同》和/或《體驗合同》，我們無法按合同條款履行義務，您可以選擇取消該合同。如需取消，請透過 [orders@help.ardbeg.com](mailto:orders@help.ardbeg.com) 聯繫我們或致電 +44 20 76 60 60 71 聯繫我們的客戶服務顧問。如果您選擇取消合同，您將必須退回（費用由我們承擔）您已收到的任何相關產品，我們將退還您已支付的價格，包括任何運費。

## TRANSFER OF RIGHTS AND OBLIGATIONS

### 權利和義務的轉讓

o Any Product Contract or Experience Contract between you and us is binding on you and us (as applicable) and on our respective successors and assigns. MacDonald & Muir or MHUK (as applicable) may transfer, assign, charge, sub-contract or otherwise dispose of your contract or any of its rights or obligations arising under it, at any time during the term of the order, provided your legal rights and your consumer rights are not prejudiced. This will not affect your rights or obligations under these Terms and Conditions.

o 您與我們之間簽訂的任何《產品合同》或《體驗合同》對您和我們（如適用）以及我們各自的繼承人和受讓人均具有約束力。MacDonald & Muir 或 MHUK（如適用）可在訂單期限內的任何時間轉移、轉讓、收費、分包或以其他方式處置您的合同或其項下產生的任何權利或義務，前提是您的合法權利和消費者權利不受損害。這不會影響您在本條款及細則下的權利或義務。

o You may not transfer, assign, charge, sub-contract or otherwise dispose of the order, or any of your rights or obligations arising under it, unless we agree in writing.

o 除非我們書面同意，否則您不得轉移、轉讓、收費、分包或以其他方式處置訂單，或您在訂單項下產生的任何權利或義務。

## RESOLVING DISPUTES

### 爭議解決

o We want to address any concerns you may have without needing a formal legal case. Before filing a claim against us, if you have a dispute with us, relating to our contract with you, you may contact us at [admin@ardbeg.com](mailto:admin@ardbeg.com) and attempt to resolve the dispute with us

informally. You can also write to us at FAO: Ardbeg, The Cube, 45 Leith Street, Edinburgh, EH1 3AT.

o 我們希望能在不需要正式法律立案的情況下解決您的疑慮。在向我們提出索賠之前，如果您對與我們簽訂的合同有任何爭議，您可以透過 [admin@ardbeg.com](mailto:admin@ardbeg.com) 與我們聯繫並嘗試以非正式方式解決此類爭議。您也可以寫信至 FAO : Ardbeg, The Cube, 45 Leith Street, Edinburgh, EH1 3AT。

o If a dispute cannot be resolved informally, we will discuss with you the most effective way of resolving the dispute using mediation or arbitration, based on the nature of the dispute.

o 如果爭議無法透過非正式方式解決，我們將根據爭議的性質，與您討論透過調解或仲裁解決爭議的最有效方式。

o You or we will also always have the option of resolving the dispute using court action (please see the Law and Jurisdiction section below for more detail).

o 您或我們也始終可以選擇透過法院訴訟解決爭議（請參閱下方“法律與管轄權”部分，了解更多詳情）。

#### SEVERABILITY & WAIVER

##### 可分割性和棄權

o Each of the provisions of these Terms and Conditions operates separately. If any provision or part-provision of these Terms and Conditions is determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such provision or part-provision will to that extent be severed from the remaining provisions which will continue to be valid to the fullest extent permitted by law.

o 本條款及細則中的每一項規定均為單獨運作。如果本條款及細則的任何規定或部分規定被任何主管當局確定為無效、非法或在任何程度上不可執行，則該規定或部分規定將在該範圍內與其餘規定分割，其餘條款將在法律允許的最大範圍內繼續有效。

o No waiver by us of any breach of these Terms shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

o 任何違反這些條款的行為的棄權不構成對任何其他違約行為的棄權。行使任何補救措施並不構成放棄隨後行使該補救措施或任何其他補救措施的權利。

#### ENTIRE AGREEMENT

##### 完整協議

o These Terms and Conditions and any Product Contract or Experience Contract concluded between you and us are not intended to give rights to anyone except you and us and no other person shall have any rights to enforce any of these Terms and Conditions.

o 本條款及細則以及您和我們之間訂立的任何《產品合同》或《體驗合同》無意向除您和我們之外的任何人授予權利，並且任何其他人均無權執行本條款及細則中的任何一項。

o These Terms and Conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Product Contract or Experience Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

o 本條款及細則及其中明確提及的任何文件代表您與我們之間就任何產品合同或體驗合同的標的物達成的完整協議，並取代您與我們之間的任何先前協議、諒解或安排，無論是口頭還是書面形式的。

o We each acknowledge that, in entering into a Product Contract or Experience Contract, neither you nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such Contract except as expressly stated in these Terms and Conditions or any document expressly referred to in them. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of any Product Contract or Experience Contract.

o 各方均承認，在簽訂《產品合同》或《體驗合同》時，您和我們均不依賴於對方給出的任何陳述、承諾或准許，或在您與我們在簽訂此類合同之前的談判中所說或書面的任何內容中暗示的任何陳述、承諾或准許，除非在本條款及細則，或其中明確提及的任何文件中有明確規定。我們有意依賴本條款及細則以及其中明確提及的與任何《產品合同》或《體驗合同》的標的物相關的任何文件。

#### OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

##### 更改本條款及細則的權利

o We have the right to revise and amend these Terms and Conditions from time to time for any reason, including (a) how our business operates; (b) changes in legal or regulatory requirements that we must comply with; or (c) changes in how we accept payment from you.

o 我們有權出於任何原因不時修訂和修改本條款及細則，包括 (a) 我們的業務運作方式；(b) 我們必須遵守的法律或監管要求的變更；(c) 我們接受的付款方式變更。

o You will be subject to the Terms and Conditions in force at the time that you order products or book an Experience (as applicable) unless any change to these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders and/or previously placed by you).

o 在您訂購產品或預訂體驗（如適用）時，您應遵守有效的條款及細則，除非法律或政府機構要求對本條款及細則進行任何更改（在此類情況下，它將適用於所有訂單和/或您之前下的訂單）。

#### OTHER SERVICES AND SPECIAL OFFERS

##### 其他服務及特別優惠

o From time to time we may offer other services, special offers, discounts, and promotions together with services not specifically referred to in these Terms and Conditions. Such matters shall be subject, in addition to these Terms and Conditions, to specific terms and conditions relating to such matters. By taking the service or special offers, discounts, or promotions you agree to be bound by and comply with such additional terms and conditions.

o 我們可能會不時提供其他服務、特別優惠、折扣、促銷以及本條款及細則中未具體提及的服務。除本條款及細則外，此類事項還應受與此類事項相關的特定條款及細則的約束。接受服務或特別優惠、折扣或促銷活動，即表示您同意受此類附加條款及細則的約束，並會遵守本條款及細則。

#### LAW AND JURISDICTION

##### 法律與司法管轄

o These Terms and Conditions and any Experience Contracts and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Scottish law and shall be subject to the non-exclusive jurisdiction of the courts of Scotland.

o 本條款及細則、任何體驗合同，以及由它們或其標的物或形式引起或與之相關的任何爭議或索賠（包括非合同爭議或索賠）將受蘇格蘭法律管轄，且應受蘇格蘭法院的非專屬管轄。

o Subject to the paragraph below, the Product Terms and any Product Contracts and any dispute or claim arising out of or in connection with a Product Contract or formation (including non-contractual disputes or claims) will be governed by English law.

o 根據以下段落，產品條款和任何產品合同以及因產品合同或協議引起或與之相關的任何爭議或索賠（包括非合同爭議或索賠）將受英國法律管轄。

- o If you are a consumer resident in Scotland, you will benefit from any mandatory provisions of Scottish law. Nothing in these Terms and Conditions, including the paragraph above, affects your rights as a consumer to rely on the mandatory provisions of such local laws.

- o 如果您是居住在蘇格蘭的消費者，您將受益於蘇格蘭法律的任何強制性規定。本條款及細則（包括上一段）中的任何內容均不影響您作為消費者依賴此類當地法律強制性規定的權利。

- o Any dispute or claim arising out of or in connection with any Product Contracts or formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England. If you are a consumer resident in Scotland, you may also bring proceedings in Scotland.

- o 因任何產品合同或協議引起或與之相關的任何爭議或索賠（包括非合同爭議或索賠）應受英格蘭法院的非專屬管轄。如果您是居住在蘇格蘭的消費者，您也可以在蘇格蘭提起訴訟。

## CONTACT

### 聯繫方式

- o If you have any questions about your order, please get in touch with the fulfilment partner who is handling all your orders.

- o 如果您對訂單有任何疑問，請聯繫處理您所有訂單的履行合作夥伴。

- o The Customer Care Advisors are available at [orders@help.ardbeg.com](mailto:orders@help.ardbeg.com) or on +44 207 660 60 69.

- o 您可透過 [orders@help.ardbeg.com](mailto:orders@help.ardbeg.com) 或 +44 207 660 60 69 聯繫客戶服務顧問。

- o For all other enquiries related to Ardbeg, booking tours, the Old Kiln Café or the Seaview Cottage, you can check out our Visit Us page, or use the Contact Us form to get in touch with our team directly.

- o 有關 Ardbeg、預訂旅遊、Old Kiln Café 或 Seaview Cottage 的所有其他查詢，您可以查看我們的“訪問我們”頁面，或使用“聯繫我們”表格直接與我們的團隊聯繫。

- o We welcome your feedback and comments about the Site.

- o 我們歡迎您對本網站的反饋和意見。



## UK MODERN SLAVERY ACT STATEMENT

### 英國《現代奴役法案》聲明

- o This statement is made pursuant to Section 54 of the Modern Slavery Act 2015 and sets out the steps Moët Hennessy UK Limited (MHUK), as well as MacDonald & Muir have taken during the financial year ending 31 December 2020 to ensure that slavery, servitude, forced or compulsory labour, and human trafficking (collectively, "Modern Slavery") is not taking place in any part of its business or in its supply chains. [Click here to view the full statement.](#)
- o 本聲明根據 2015 年《現代奴隸法》第 54 條作出，闡述了 Moët Hennessy UK Limited (MHUK) 以及 MacDonald & Muir 在截至 2020 年 12 月 31 日的財政年度內採取的步驟，以確保奴隸制、奴役、強迫或強制勞動以及人口販運（統稱為“現代奴隸制”）在其業務的任何部分或供應鏈中均未發生。單擊此處查看完整聲明。

## MODEL CANCELLATION FORM

### 模型取消表

To the attention of Ardbeg

提請 Ardbeg 注意

- o By post: Customer Service: The Cube, 45 Leith Street, Edinburgh, EH1 3AT
- o By email: [admin@ardbeg.com](mailto:admin@ardbeg.com)
- o 郵寄：客戶服務：The Cube, 45 Leith Street, Edinburgh, EH1 3AT
- o 透過電子郵件：[admin@ardbeg.com](mailto:admin@ardbeg.com)

I hereby notify you of my withdrawal from the contract for the sale of the goods below:

我特此通知您，我將取消以下貨物買賣合同：

- o Order number:
- o Delivery received on:
- o Products and reference of the products concerned:
- o Name:
- o Address and postcode:
- o 訂單號：

- o 收貨日期：
- o 產品及相關產品參考資料：
- o 姓名：
- o 地址和郵政編碼：

Signature of the consumer (signature required if this cancellation form is sent on paper):

消費者簽名（如果此取消表格以紙質形式發送，則需要簽名）：

Date:

日期：

Privacy & Cookies notice

隱私和 Cookie 聲明

Version dated 28.12.2022

2022 年 12 月 28 日版本

PRIVACY NOTICE

隱私聲明

For the purpose of this notice the words “we”/“us”/“our” are in reference to the data controllers defined below.

We are committed to safeguarding your privacy. This notice sets out how we will treat your personal data.

出於本通知的目的，“我們” / “我們的” 一詞是指下文定義的數據控制者。

我們致力於保護您的隱私。本通知規定了我們將如何處理您的個人數據。

Controllers of personal data and questions

個人數據控制者及問題

The data controllers are:

數據控制者是：

· MacDonald & Muir Limited ("MacDonald & Muir") is a company incorporated in Scotland under company number SC19038. MacDonald & Muir's registered office is at The Cube, 45 Leith Street, Edinburgh, EH1 3AT and its registered VAT number is GB269119536.

· Moët Hennessy UK Ltd, registered in England with company number 371236 and whose registered office is at 18 Grosvenor Gardens, London SW1W 0DH; and

· Moët Hennessy SAS registered in France with company number 338 228 414 RCS Paris and whose registered office is at 24-32 rue Jean Goujon, 75 008 Paris.

☐ MacDonald & Muir Limited ( “MacDonald & Muir” ), 一家在蘇格蘭註冊成立的公  
司, 公司編號為 SC19038。公司註冊辦事處位於 The Cube, 45 Leith Street, Edinburgh, EH1  
3AT, 增值稅註冊號為 GB269119536

☐ Moët Hennessy UK Ltd, 一家在蘇格蘭註冊成立的公司, 公司編號為 371236, 註冊  
辦公地址為 18 Grosvenor Gardens, London SW1W 0DH ; 以及

☐ Moët Hennessy SAS , 一家在法國註冊的公司, 公司編號為 338 228 414 RCS Paris,  
註冊辦公地址為 24-32 rue Jean Goujon, 75 008 Paris。

Should you have any questions about this notice or our treatment of your personal data, please:

如果您對本通知或我們對您的個人數據的處理有任何疑問, 請 :

· write to us at “Moët Hennessy UK Ltd, ARDBEG UK, 18 Grosvenor Gardens, London,  
SW1W 0DH”; or

· send us an email at: [privacy-uk@moethennessy.com](mailto:privacy-uk@moethennessy.com).

· 寫信給我們 “Moët Hennessy UK Ltd, ARDBEG UK, 18 Grosvenor Gardens, London,  
SW1W 0DH” ; 或者

· 發送電子郵件至 : [privacy-uk@moethennessy.com](mailto:privacy-uk@moethennessy.com)。

What information do we collect?

我們收集哪些信息 ?

When you use Ardbeg website and our services, we collect personal data directly from you or automatically.

當您使用 Ardbeg 網站和我們的服務時, 我們會直接或自動向您那收集個人數據。

We may process the following categories of personal data:

我們可能會處理以下類別的個人數據 :

o Personal data collected directly from you:

o 直接向您收集的個人數據 :

▪ Identification data such as your first name, last name, gender, title, date of birth, postal address, delivery information, email address and phone number. Data regarding your consumption habits (such as your order history) and your preferences and interests.

- Content of the video you create (as the case may be).
- Banking data such as payment details or credit card number (for those who have an Ardbeg account only),
- Information that you provide to us to book rooms at Ardbeg’s Seaview Cottage or tours at Ardbeg Visitor Center; and
- Information you may disclose when you contact us.
- 身份數據，例如您的名字、姓氏、性別、職務、出生日期、郵寄地址、送貨信息、電子郵件地址和電話號碼。有關您的消費習慣（例如您的訂單歷史）、偏好和興趣的數據。
- 您製作的視頻內容（視情況而定）。
- 銀行數據，例如付款詳情或信用卡號（僅適用於 Ardbeg 帳戶持有人），
- 您向我們提供的用於預訂 Ardbeg 海景小屋房間或 Ardbeg 遊客中心旅遊的信息；以及
- 您在聯繫我們時可能會披露的信息。
- Personal data automatically collected:
- 自動收集的個人數據：
- Login data such as your IP address, your terminal specificities and your logs.
- 登錄數據，例如您的 IP 地址、您的終端特性和您的日誌。

Personal data is collected directly from you, except when you are a gift recipient in which case source of collection of your personal data is the gift purchaser. In such case, the following information is collected indirectly: first name, last name, email address and delivery address. We may also collect indirectly from our social media partners the fact that you are using their social networks and your associated advertising identifiers.

個人數據是直接向您收集的數據，除非您是禮品接收者，在這種情況下，您的個人數據的收集來源是禮品購買者，並且我們將間接收集以下信息：名字、姓氏、電子郵件地址和送貨地址。我們還可能透過我們的社交媒體合作夥伴間接收集您使用其社交網絡和相關廣告標識符的數據。

If you provide us with personal data from third parties (e.g. when you request an Ardbeg gift message or an Ardbeg e-gift message for someone else) you confirm that you are authorized to do so. We will use this information only for the purpose of providing or fulfilling the respective services.

如果您向我們提供來自第三方的個人數據（例如，當您為其他人請求 Ardbeg 禮品信息或 Ardbeg 電子禮品信息時），您應確認您有權執行此類操作。我們僅會將此類信息用於提供或完成相應服務之目的。

What about cookies?

Cookie 的使用？

For more information regarding cookies, please read our Cookies Notice.

有關 Cookie 的更多信息，請閱讀我們的 Cookie 聲明。

How do you use my personal data?

您如何使用我的個人數據？

We collect and process your personal data for the purposes listed below.

我們會出於下列目的收集並處理您的個人數據。

Based on your prior consent (legal basis: art. 6 (1) (a) GDPR):

經您事先同意（法律依據：GDPR 第 6 (1) (a) 條）：

- o Use of certain types of cookies.
- o Send you updates, newsletters and other special offers from Ardbeg (unless we rely on derogations).
- o Send you information about the availability of a product or service;
- o Send you of alert(s) in case of return to stock of the product(s) you have selected on the Ardbeg website;
- o Send you information related to the launch and sale of the product(s) that you have selected on the Ardbeg website;.
- o 使用某些類型的 Cookie。
- o 向您發送來自 Ardbeg 的更新、時事通訊和其他特別優惠（除非我們依賴減損）。
- o 向您發送有關產品或服務可用性的信息；
- o 如果您在 Ardbeg 網站上選擇的產品發生退貨，則向您發送退貨提醒；
- o 根據您在 Ardbeg 網站上選擇的產品類型，向您發送相關的產品發布及銷售信息。

And/or

和/或

In order to perform a contract with you or in order to take steps at your request prior to entering into a contract (legal basis: art. 6 (1) (b) GDPR):

為了履行您的合同，或為了在簽訂合同之前根據您的要求採取措施（法律依據：GDPR 第 6 (1) (b) 條）：

- o Create an account on Ardbeg website.

- o Handle orders, deliver products, experiences and services such as gift messages, video recording and sharing service, process payments and communicate with you about your orders.
- o 在 Ardbeg 網站上創建一個帳戶。
- o 處理訂單、交付產品、體驗和服務（如禮品信息、視頻錄製和共享服務）、處理付款並就您的訂單與您溝通。

And/or

和/或

In order to comply with our legal obligations (legal basis: art. 6 (1) (c) GDPR):

為了履行我們的法律義務（法律依據：GDPR 第 6 (1) (c) 條）：

- o Processing in connection with legal claims and compliance purposes (including disclosure of such information in connection with legal processes or litigation).
- o 與法律索賠和合規目的有關的處理（包括披露與法律程序或訴訟有關的此類信息）。

And/or

和/或

Based on our legitimate interests (legal basis: art. 6 (1) (f) GDPR), which are not overridden by your data protection rights, to:

基於我們的合法利益（法律依據：GDPR 第 6 (1) (f) 條），您的數據保護權利不會凌駕於此之上，以便：

- o Ensure the security and integrity of Ardbeg website and its users
- o Improve our products and services and the client relationship.
- o Communicate with you via “Contact Us”.
- o Produce general statistics and understand your preferences better.
- o Run satisfaction surveys.
- o Show you targeted advertisements and find other people like you within your social media networks (by uploading and matching your personal data - e.g. email address - you have provided to us with information you have supplied to the social media platform).
- o Detect and prevent frauds.
- o 確保 Ardbeg 網站及其用戶的安全性和完整性
- o 改善我們的產品和服務以及客戶關係。
- o 透過“聯繫我們”與您溝通。

- o 生成一般統計數據並更好地了解您的偏好。
- o 開展滿意度調查。
- o 向您展示有針對性的廣告，在您的社交媒體網絡中查找其他像您一樣的目標受眾（透過上傳和匹配您的個人數據 - 例如電子郵件地址 - 您已向我們提供了您提供給社交媒體平台的信息）。
- o 檢測並防止欺詐。

When we ask you to supply us with personal data we will make it clear where there is a statutory or contractual (mandatory) requirement to provide personal data and the consequences of not providing the data (for example, that we will not be able to process your order).

當我們要求您向我們提供個人數據時，我們會明確說明提供個人數據的法定或合同（強制性）要求以及不提供數據的後果（例如，我們將無法處理您的訂單）。

#### Recipients of personal data

##### 個人數據的接收者

In accordance with law, we may share your personal data with:

根據法律規定，我們可能會與以下各方共享您的個人數據：

- o Our affiliates to provide you with relevant content and services.
- o Our processors providing us with hosting services.
- o Our service payment providers.
- o Our processors providing us with logistic services.
- o Our processors providing us with support and other marketing services (such as: emailing tools, video recording and sharing platform, customer care, ticketing services, statistical analysis services).
- o Social networks (e.g. Meta/Facebook).
- o Law enforcement, governmental agencies, or authorized third-parties, in response to a verified request relating to a criminal investigation, alleged or suspected illegal activity or any other activity that may expose us, you, or any of our other users to legal liability.
- o The purchaser, or prospective purchaser, of any business or asset which we are, or are contemplating, selling.
- o And their sub-processors.
- o 為您提供相關內容和服務的附屬公司。
- o 為我們提供託管服務的處理商。

- o 為我們提供物流服務的加工商。
- o 為我們提供支持和其他營銷服務（例如：電子郵件工具、視頻錄製和共享平台、客戶服務、票務服務、統計分析服務）的處理商。
- o 社交網絡（例如 Meta/Facebook）。
- o 以響應由執法部門、政府機構或授權第三方發出，與刑事調查、參與或涉嫌非法活動，或可能使我們、您或我們的任何其他用戶承擔法律責任的核實請求。
- o 我們正在或正在考慮出售的任何業務或資產的購買者或潛在購買者。
- o 及其子處理商。

The website may contain links to other websites for reference purposes only. We are not responsible for the content, privacy notices or practices of third party websites in these circumstances. Please contact them directly for more information.

本網站可能包含其他網站的鏈接，僅供參考。在這些情況下，我們不對第三方網站的內容、隱私聲明或做法負責。請直接與他們聯繫以獲取更多信息。

#### Data transfers

##### 數據傳輸

We may transfer personal data to countries outside the European Economic Area ("EEA"), including to countries which have different data protection standards to those which apply in the EEA. In application of art. 46.2(c) of the GDPR, we have put in place European Commission approved standard contractual clauses to protect this data. You have a right to ask us for a copy of these clauses (by contacting us as set out below).

我們可能會將個人數據傳輸到歐洲經濟區（“EEA”）以外的國家，包括與適用於 EEA 的數據保護標準不同的國家。在應用 GDPR 第 46.2(c) 條時，我們制定了經歐盟委員會批准的標準合同條款來保護此類數據。您有權要求我們提供這些條款的副本（請透過以下方法聯繫我們）。

For any questions regarding data transfers outside the European Economic Area, you can contact us at the address set out below (“Controllers of personal data and questions” section).

有關歐洲經濟區以外數據傳輸的任何問題，您可以透過以下地址與我們聯繫（“個人數據控制者及問題”部分）。

#### Data retention

##### 數據保留

Data retention periods are listed in the table below.

下表列出了數據的保留期限。



Please note however that appropriate data related to subscription of current services will be deleted one (1) month after you have notified us that you want to unsubscribe to such services.

但請注意，與當前服務訂閱相關的適當數據將在您通知我們取消此類服務訂閱後一 (1) 個月後刪除。

Data processing Data retention period

Creation and management of your account on Ardbeg website Deletion after 3 years of inactivity

Handling of orders and delivery of products, experiences and services 10 years in archived after the validation of the order

Online payment processing Relevant banking data is accessible to us until transaction is completed.

If you choose to save your credit or debit card details for future orders, these card details will be kept until expiration of the card (unless your consent is withdrawn at any time)

Communication with you via contact form Duration of the request resolution, then archived during 3 years starting from the resolve of the request

Legal claims management and compliance purposes Duration of the claim and 5 years from the date of the resolution. If legal action: duration of the procedure until full execution of the Court decision or settlement agreement

Sending of updates, newsletters and other special offers from Ardbeg 3 years after the last contact from you

Show advertisements on your social network newsfeed and to other people like you 3 years after the last contact from you

Security and integrity of Ardbeg website Duration of security and integrity processes which may vary according to the operations carried out (3 to 6 months)

Fraud detection and prevention Duration of the investigation (3 to 6 months) and then duration of the legal proceedings (if so)

數據處理 數據保留期

在 Ardbeg 網站上創建和管理您的帳戶 閒置 3 年後刪除

處理訂單和交付產品、體驗和服務 訂單驗證後存檔 10 年

在線支付處理 在交易完成之前，我們可以訪問相關的銀行數據。

如果您選擇為以後的訂單保存您的信用卡或借記卡詳細數據，此類數據將保留到卡到期為止（除非您撤回同意）

透過聯繫表與您溝通 請求解決的持續時間，然後自請求解決開始存檔 3 年

法律索賠管理和合規目的 索賠的持續時間和自決議日起 5 年。

發送來自 Ardbeg 的更新、時事通訊和其他特別優惠 在您最後一次聯繫後 3 年

在您的社交網絡新聞源上以及向與您類似的目標受眾展示廣告 在您最後一次聯繫後 3 年

Ardbeg 網站的安全性和完整性 安全性和完整性流程的持續時間可能因所執行的操作而異 (3 至 6 個月)

欺詐檢測和預防 調查持續時間 (3 至 6 個月)，然後是法律程序的持續時間 (如果有)

## Amendments

### 修訂

We may update this notice from time-to-time by posting a new version on our website.

我們可能會不時透過在我們的網站上發布新版本來更新此通知。

You should check this page occasionally to ensure you are happy with any changes. We may also notify you of changes to our notice by email.

您應該不時查看此頁面以確保您滿意所有相關變更。我們也可能透過電子郵件通知您相關變更。

## Your rights

### 您的權利

Under the GDPR you may have different data subject rights (art. 15-18 and 20-21 GDPR). You may ask us for a copy of your information, to correct it, erase it or to transfer it to other organisations at your request. You also have rights to object to some processing and, where we have asked for your consent to process your data, to withdraw this consent. In particular, you have rights to object to direct marketing at any time. Where we process your data because we have a legitimate interest in doing so (as explained above), you also have a right to object to this. These rights may be limited in some situations (for example, where we can demonstrate that we have a legal requirement to process your data).

根據 GDPR，您可能持有不同的數據主體權利 (GDPR 第 15-18 條和第 20-21 條)。您可以要求我們提供您的數據的副本，並根據您的要求更正、刪除或轉移給其他組織。您還有權反對處理某些數據，或在我們已徵得您的同意後撤回同意。您有權隨時反對直接營銷。您

也有權反對我們出於合法利益處理您的數據（如上所述）。在某些情況下，這些權利可能會受到限制（例如，我們可以證明我們根據法律要求處理您的數據）。

In order to respond to your request we may need to ask you to provide proof of identity or additional information. We will endeavour to respond your request as soon as possible.

為了響應您的請求，我們可能需要您提供身份證明或其他信息。我們將努力盡快回復您的請求。

We hope that we can satisfy queries you may have about the way we process your data. However, in application art. 77 of the GDPR, if you have unresolved concerns you also have the right to complain to data protection authorities.

我們希望能夠針對您對數據處理方式的疑問提供完美解答。但是，根據 GDPR 第 77 條的規定，如果您有未解決的疑慮，您也有權向數據保護機構投訴。

Should you have any questions about this notice or our processing of your personal data, please write to us at the address set out below (“Controllers of personal data and questions” section).

如果您對本通知或對您的個人數據的處理有任何疑問，請按以下地址寫信給我們（“個人數據控制者及問題”部分）。

California Residents' rights (California Consumer Privacy Act (CCPA))

加州居民的權利（《加州消費者隱私保護法》(CCPA)）

California residents' rights. If you reside in California and are not a job applicant, employee or employee of another company interacting with us in your job role, you have the right to ask us what information we collect and use. You also have the right to ask what information we disclose and sell. You also have the right to request that we delete information we have collected from you. To exercise your rights contact us at +1 (888) 914-9661 (use the pin 412774 when prompted to submit your request) or here. We will use information you provide to us to verify your request by matching the information you give us with information we already have about you. We will not discriminate against you because you have exercised any of your rights under the California Consumer Privacy Act. You can designate someone else to make a request by having them execute a notarized power of attorney to act on your behalf.

加州居民的權利。如果您居住在加利福尼亞州並且不是求職者、員工或合作夥伴的員工，您有權詢問我們收集並使用了哪些數據。您還有權詢問我們披露並出售哪些數據。您還有權要求我們刪除我們向您收集的數據。若要行使您的權利，請致電 +1 (888) 914-9661（提示提交請求時，請使用密碼 412774）或點擊此處聯繫我們。我們將使用您向我們提供的數據與我們的已有數據進行匹配，以驗證您的請求。我們不會因為您行使了《加州消費者隱私保護法》規定的任何權利而歧視您。您可以透過經公證的授權書指定他人代表您行事並提出請求。

Sales of information. Under California law we are required to tell California residents if we “sell” information as that term is defined by applicable law. Sell means to share personal information

with a third party for monetary or other valuable consideration. California residents, we do not do this based on our understanding of that term. We do not have actual knowledge that we sell personal information of minors under the age of 16.

信息銷售。根據加利福尼亞州法律，如果我們“出售”適用法律定義的信息，則我們必須告知加利福尼亞州居民。“出售”是指為了金錢或其他有價值的對價與第三方共享個人信息。加州居民，我們不會根據我們對該術語的理解這樣做。實際上，我們並不知道我們有出售 16 歲以下未成年人的個人信息。

#### Updating information about myself

更新自己的信息

Please let us know if the personal data which we hold about you needs to be rectified or updated by contacting us as set out below (“Controllers of personal data and questions” section).

如果您需要更正或更新您的個人數據，請按照以下方式聯繫並告知我們（“個人數據控制者及問題”部分）。

#### COOKIES NOTICE

##### COOKIE 聲明

##### Cookies - what are they?

Cookie 是什麼？

A "cookie" is a piece of information, like a tag, that is stored on your computer, tablet or phone when you visit a website. It can help identify your device (like your PC or mobile phone) whenever you visit that website.

“Cookie”是一條信息，類似標籤，在您訪問網站時會存儲在您的電腦、平板電腦或手機上。每當您訪問該網站時，它都可以幫助識別您的設備（例如您的 PC 或手機）。

Cookies are used by most major websites including ours. To make the best use of our website, on whichever device you use, you'll need to make sure your web browser is set to accept cookies.

大多數主要網站都會使用 Cookie，包括我們的網站。為了充分利用我們的網站，無論您使用何種設備，您都需要確保您的網絡瀏覽器設置為接受 Cookie。

##### What are cookies used for?

Cookie 有何用途？

We use cookies and some other data stored on your device to:

我們使用 Cookie 和存儲在您設備上的一些其他數據來：

- o Give you a better online experience by displaying a customised editorial content based on what you have previously viewed.
- o Allow you to set personal preferences (remember your login detail, choose a country and a language, add items to your bag).
- o Protect your security.
- o Measure and improve our service.
- o Work with partners and measure the audience.
- o 根據您之前查看的內容顯示定制的編輯內容，為您提供更好的在線體驗。
- o 允許您設置個人偏好（記住您的登錄詳細信息、選擇國家和語言、購物車中已加入的物品）。
- o 保護您的安全
- o 衡量並改進我們的服務。
- o 與合作夥伴合作並衡量受眾。
- o

So what information is kept by the cookie?

那麼 Cookie 保存了哪些信息呢？

A cookie will typically hold:

Cookie 通常會保留：

- o The name of the website that it has come from.
- o How long the cookie will stay on your device.
- o A value (usually a randomly generated unique number).
- o 其來源網站的名稱。
- o Cookie 將在您的設備上保留多長時間。
- o 一個值（通常是隨機生成的唯一數字）。

The cookies we set

Cookie 的設置

We use the following categories of cookies on our website:

我們的網站使用了以下類別的 Cookie：

o Strictly Necessary Cookies(legal basis: our legitimate interest - art. 6 (1) (f) GDPR): These cookies are essential in order to enable you to move around the website and use its features. Without these cookies, services you have asked for such as remembering your login details cannot be provided.

o Performance Cookies(legal basis: your prior consent - art. 6 (1) (a) GDPR): These cookies collect non-directly identifiable information on how people use our Website. For example, we use Google Analytics cookies to help us understand how customers arrive at our website, browse or use our website and highlight areas where we can improve, such as navigation, shopping experience and marketing campaigns. The data stored by these cookies never shows personal details from which your individual identity can be established.

o Functionality Cookies(legal basis: your prior consent - art. 6 (1) (a) GDPR): These cookies remember choices you make such as the location you visit our website from, language and search parameters such as size, colour or product line. These can then be used to provide you with an experience more appropriate to your selections and to make the visits more tailored and pleasant. The information these cookies collect may be non-directly identifiable and they cannot track your browsing activity on other websites.

o Targeting cookies or advertising cookies(legal basis: your prior consent - art. 6 (1) (a) GDPR): These cookies collect information about your browsing habits in order to make advertising more relevant to you and your interests. They are also used to limit the number of times you see an advert as well as help measure the effectiveness of an advertising campaign. The cookies are usually placed by third party advertising networks. They remember the websites you visit and that information is shared with other parties such as advertisers. For example, we use third party companies to provide you with more personalised adverts when visiting other websites.

o Social Media Cookies: These cookies allow you to share what you've been doing on the website on social media such as Facebook and Twitter. These cookies are not within our control. Please refer to the respective privacy policies for how their cookies work.

o 絕對必要的 Cookie（法律依據：我們的合法利益 - GDPR 第 6 (1) (f) 條）：為了使您能夠自由瀏覽網站並使用網站功能，此類 Cookie 是必不可少的，否則將無法提供您要求的服務，例如記住您的登錄信息。

o 性能 Cookie（法律依據：事先經您的同意 - GDPR 第 6 (1) (a) 條）：此類 Cookie 收集關於訪客如何使用我們網站的非直接可識別信息。例如，我們使用 Google Analytics Cookie 幫助我們了解訪客如何進入我們的網站、瀏覽或使用我們的網站，並突出我們可以改進的地方，例如導航、購物體驗和營銷活動。此類 Cookie 存儲的數據不會顯示可確定您身份的個人信息。

o 功能性 Cookie（法律依據：事先經您的同意 - GDPR 第 6 (1) (a) 條）：這些 Cookie 會記住您做出的選擇，例如您訪問我們網站的位置、語言和搜索參數（例如尺寸、顏色或產品系列），以為您提供更適合您選擇的體驗，並使整個過程更加個性化且愉快。這些 Cookie 收集的信息可能無法直接識別，並且無法跟踪您在其他網站上的瀏覽活動。

o 定向或廣告 Cookie（法律依據：事先經您的同意 - GDPR 第 6 (1) (a) 條）：此類 Cookie 收集有關您的瀏覽習慣的信息，以便使廣告與您和您的興趣更相關。它們還用於限制您看到廣告的次數以及幫助衡量廣告活動的有效性。此類 Cookie 通常由第三方廣告網絡放置。它們會記住您曾訪問的網站，並且會與廣告商等其他方共享這些信息。例如，我們透過第三方公司在您訪問其他網站時為您提供更加個性化的廣告。

o 社交媒體 Cookie：此類 Cookie 允許您在 Facebook 和 Twitter 等社交媒體上分享您在網站上進行的活動。此類 Cookie 不在我們的控制範圍內。請參閱各網站的隱私政策，了解其 Cookie 的工作原理。

You can access to the list of the cookies we use and manage your consent by clicking here. To find out more about cookies, including how to see what cookies have been set, visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

您可以透過單擊此處訪問我們使用的 Cookie 列表並管理您的同意。若要了解有關 Cookie 的更多信息，包括如何查看已設置的 Cookie，請訪問 [www.aboutcookies.org](http://www.aboutcookies.org) 或 [www.allaboutcookies.org](http://www.allaboutcookies.org)。

You can access to the list of our trusted affiliates and partners using cookies on our website here.

您可以在此處使用我們網站上的 Cookie 訪問我們信任的附屬公司及合作夥伴列表。

How long do cookies stay on my computer?

Cookie 會在我的電腦上保留多長時間？

Session cookies - these cookies only last until you close your browser. They are not stored on your hard drive. They are usually used to track the pages that you visit so that information can be customised for you for that visit.

會話 Cookie - 此類 Cookie 僅在您關閉瀏覽器之前有效。它們不會存儲在您的硬盤上，通常僅用於跟踪您訪問的頁面，以便為您的訪問定制信息。

Persistent cookies - these cookies are stored on your hard drive until you delete them or they reach their expiry date. These may, for example, be used to remember your preferences when you use the site. The lifespan of such cookies will not exceed twenty-four (24) months from date of consent.

持久性 Cookie - 此類 Cookie 會存儲在您的硬盤上，直到您刪除它們或它們到期為止。例如，當您使用該網站時，這些可能會被用來記住您的偏好。此類 Cookie 的有效期自同意之日起不會超過二十四 (24) 個月。

What can I do to manage cookies stored on my computer or phone

如何管理存儲在我的電腦或手機上的 Cookie

You can accept or refuse cookies per categories of cookies by clicking here.

您可以透過單擊此處接受或拒絕不同類別的 Cookie。

What happens if I don't accept cookies?

如果我不接受 Cookie 會怎樣？

If you decline cookies, some aspects of the site may not work on your computer or mobile phone and you may not be able to access areas you want on the website. For this reason we recommend that you accept cookies.

如果您拒絕 Cookie，網站的部分功能可能無法在您的電腦或手機上運行，您可能無法訪問網站的某些區域。為此，我們建議您接受 Cookie。