

## GENERAL CONDITIONS OF USE

### ARTICLE 1 – SITE DESCRIPTION

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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 Trade and Companies Registry in Nanterre under the number 501 645 196.

Telephone: 01.46.43.61.00

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GDPR referent : 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)

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### ARTICLE 2 – FREE SERVICE

The use of the service set-up by CF&R and described in the present General Conditions of Use is entirely free of charge.

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

### ARTICLE 3 – INTELLECTUAL PROPERTY

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Access to the Site entitles the User to the right of private and non-exclusive use.

The entirety of Site content diffused, 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 illicit.

### ARTICLE 4 – DATA PROCESSING AND CIVIL LIBERTIES

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Pursuant to the data protection law no. 78-19 of 6 January, 1978 amended, each 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 e-mail or by registered letter with acknowledgement of receipt by contacting:

**Le Rustique – Données Personnelles**

**E-mail: "contact us" section on the Site [www.lerustique.uk](http://www.lerustique.uk)**

**Post: CF&R, Service qualité, BP 80085, 14503 Vire Cedex - France** In order to process your requests, you must provide us with the necessary elements of identification: surname, first name, e-mail 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 National Committee for IT and Civil Liberties (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 5 – COLLECTION OF PERSONAL DATA**

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

Other data is collected automatically during your Site visit.

This data is collected when the User:

- Creates a personal account on one of the CF&R Sites;
- Formulates a request for information on one of the CF&R Sites;
- Browses one of the CF&R Sites and/or consults products;
- Participates in a game or contest;
- Contacts Consumer Services; **Data collected:**

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

- Your surname;
- Your first name;

- Your address;
- Your e-mail address;
- Your IP address: an IP address (Internet Protocol) is an identification number that is allocated permanently or temporarily to each connection to an IT network using Internet Protocol. The IP address is the basis for the transfer system (routing) for data bundles over the Internet;
- Your login when you browse in restricted access sections;
- The address of the website from which you jumped to the Site: <https://www.lerustique.uk/>;
- The date and time of your visit to the Site and the pages that you viewed; - The operating system of your computer and the browsing software.

## **ARTICLE 6 – USE OF COOKIES**

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### **What is a “cookie”?**

A “cookie” is a text file placed and kept on the internet user’s hard disc, subject to their choices, by the server of the website visited.

A “cookie” enables recognition of the User’s terminal (computer, smartphone or tablet) when they return to the website. In fact, it’s not the User who is recognised, but the terminal from which they are connecting to the website.

By browsing one of the CF&R websites, “cookies” originating from the company responsible for the Site in question and/or third-party companies can be placed on your device.

Upon your first visit to a CF&R website, an explanatory banner on the installation of “cookies” will appear. It will then be possible for you to configure the authorisations given by type of “cookie” and to obtain your consent.

Once the settings have been applied, by continuing to browse, the client and/or prospect will be deemed informed and having accepted the placing of said “cookies” on their device.

Pursuant to regulations, “cookies” placed have a lifespan that cannot exceed 13 months.

### **What is the use of “cookies” issued by our Site?**

Only the issuer of a “cookie” is likely to read or to change the information contained in the “cookie”.

“Cookies” issued by our Site are used to recognise the device of the User when they connect to one of our websites, in order to:

- optimise our Site presentation in line with the display preferences of the user’s device (language, resolution, OS, etc.) when they visit, according to the equipment and visualisation or reading software of their device, and to follow any future browsing on our websites carried out using the same device;

- enable the User to access restricted or personal spaces on our websites, such as their personal account, on the basis of information that they communicated at the time of creating the account. In this way the User has access to customised content or content especially intended for them;
- memorise information relative to a form that a User has completed on our Site (access to their account);
- establish statistics and measure the traffic on our websites;
- count the number of displays and activations of certain parts of our content in order to calculate the amounts due to our authors and to establish statistics.

### **Different types of "cookies" used**

CF&R is likely to use several types of "cookie", the aim of which is to collect anonymous information relative to your browsing and to provide you with content adapted to your device and to your interests.

These "cookies" can be sorted according to different categories:

- "Cookies" required to provide a service expressly requested by the User. These are technical "cookies" required for the proper operation of the Site on your device. They enable access to restricted and personal spaces on our Site, thanks to personal identifiers (session identifier "cookies");
- Statistical "cookies" for traffic measurement of visualised content in order to allow for the assessment of published content and the usability of the site or the application, which in turn enables us to better understand your expectations and interactions with our sites;
- Marketing "cookies": these enable us to display advertising that's likely to interest you;
- Non-classified "cookies".

### **Google Analytics**

CF&R uses a web analytical service from Google called "Google Analytics", software that places "cookies" on your computer which allow it to then analyse your use of the Site.

The objective of these "cookies" is to potentially record information relative to your browsing of our Site (the date and time of the visit, the number of visits to the Site, the pages consulted, the time spent on the Site, the bounce rate, the operating system used, the browser, the country of connection, the keywords entered to access the Site, the geographical origin of the internet user, the behaviour of the internet user, etc.) that we can read upon your later visits.

Information collected by the "cookies" concerning your use of the Site will be transferred, stocked and saved by Google on one of its servers located in the United States.

Google will use this information to evaluate your use of the Site, to prepare reports on Site activity for CF&R.

You can find further information on Google Analytics and data protection at the address <http://tools.google.com/dlpage/gaoptout?hl=fr> or <https://www.google.com/analytics/learn/privacy.html?hl=fr>

## **Acceptance or refusal of “cookies” by the internet user**

Every internet user has the choice of accepting or refusing “cookies”. You can oppose the downloading of cookies to your device by editing the preferences/settings in your browser software.

The following links indicate how to adjust the “cookies” settings depending on your browser:

1. 1/ For Internet Explorer:

<https://support.microsoft.com/frfr/help/17442/windows-internet-explorer-delete-manage-cookies>

2/ For Mozilla Firefox:

<http://support.mozilla.org/fr/kb/activer-desactivercookies>

3/ For Safari:

[https://support.apple.com/kb/PH21411?viewlocale=fr\\_FR&locale=fr\\_FR](https://support.apple.com/kb/PH21411?viewlocale=fr_FR&locale=fr_FR)

4/

For

Google

Chrome:

<https://support.google.com/chrome/answer/95647?hl=fr>

If you refuse or delete “cookies” created by our Site, certain features of the Site may not function correctly.

## **ARTICLE 7 – PROTECTION AND USE OF PERSONAL DATA COLLECTED**

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### **Contact form:**

Personal information communicated on the contact form found on the Site is intended exclusively for use by CF&R, the sole aim of which is to answer 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 games set-up. The processing manager and his/her intentions will be clearly indicated on the game’s application form. The processing manager will not use personal data for any other 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 having obtained 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 8 – CONFIDENTIALITY MEASURES**

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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 9 – RISKS RELATED TO THE INTERNET**

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

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

Indeed, 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.

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

## **ARTICLE 10 – INTERRUPTION AND CANCELLATION**

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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 11 – THIRD-PARTY SITES / HYPERTEXT LINKS**

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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 toward the Site, without express prior written consent from CF&R.

## **ARTICLE 12 – MISCELLANEOUS**

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CF&R is free to change the General Conditions of Use herein at any time. Users are required to comply with the most recent version of these GCUs.

The General 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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