

ACCEPTABLE USE POLICY

1. This Acceptable Use Policy sets out the terms between you and Lotte Travel Retail Singapore Pte. Ltd. (“we”, “us” or “ours”) under which you may access our platform, www.LotteLuxuryWhiskyAuction.sg (the “Platform”). This Acceptable Use Policy applies to all users of, and visitors to, the Platform.
2. Your use of the Platform means that you accept, and agree to abide by, all the provisions in this Acceptable Use Policy, which form part of and supplement our Terms of Use for the Platform (the “Terms”).
3. Unless otherwise provided, defined terms in this Acceptable Use Policy shall have the same meaning as in the Terms.

PROHIBITED USES

4. You shall use the Platform only for lawful purposes. You shall not use the Platform:
 - (a) in any way that breaches any applicable local or international laws or regulations;
 - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; and
 - (c) to send, knowingly receive, upload, use or re-use any material which does not comply with our content standards as set out in our prevailing Terms as amended from time to time.
5. You also agree not to:
 - (a) reproduce, duplicate, download, copy or re-sell any part of the Platform in contravention of the provisions of our Terms;
 - (b) access without authority, interfere with, damage or disrupt:
 - (i) any part of the Platform;
 - (ii) any equipment or network on which the Platform is stored;
 - (iii) any software used in the provision of the Platform; or
 - (iv) any equipment or network or software owned or used by any third party;
 - (c) distribute viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm us or the interests or property of others;
 - (d) bypass robot exclusion headers, interfere with the working of the Services, or impose an unreasonable or disproportionately large load on our infrastructure;
 - (e) systematically retrieve data or other content from the Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise;
 - (f) use display mirroring or framing the Services or any individual element within the Services, our name, any of our trademarks, logos, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without our express written consent;

- (g) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- (h) attempt to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures;
- (i) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Services;
- (j) forge any TCP/IP packet header or any part of the header information in an email or news group posting, or in any way use the Services to send altered, deceptive, or false source-identifying information (“spoofing”); or
- (k) decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services (or attempting to do so).

CONTENT STANDARDS

- 6. These content standards apply to any and all material which you submit on the Platform or otherwise make available to us. (“**Contributions**”).
- 7. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.
- 8. Contributions must:
 - (a) comply with Singapore law, including but not limited to the PDPA, and the laws of any country from which they are posted; and
 - (b) be placed in the correct and appropriate categories.
- 9. You shall be responsible for the authenticity, truthfulness, accuracy and origin of the Contributions. You must ensure that you either have all ownership rights to the Contributions posted or all rights allowing you to post the Contributions. You must unless otherwise directed by the owner of such rights acknowledge their status as the owner of such rights.
- 10. Contributions must not:
 - (a) infringe any copyright, database right, trade mark or other intellectual property right of any other person;
 - (b) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (c) disclose personal data or private information about any person;
 - (d) be false, deceptive, inaccurate or misleading;
 - (e) be threatening or abusive, invade another’s privacy, or cause or be likely to cause annoyance, alarm, distress, inconvenience or needless anxiety to any other person;
 - (f) contain any material which is defamatory or derogatory of any person, obscene, vulgar, offensive, or inflammatory or promotes any illegal activity, discrimination, violence, or ill-will and hostility;
 - (g) endanger your safety or the safety of others;

- (h) threaten, encourage, promote or depict any nudity, sexually suggestive content, pornography or sexual acts, violence, or graphic imagery;
 - (i) be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - (j) give the impression that they emanate from us, if this is not the case;
 - (k) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse; or
 - (l) advertise, promote or market any products or services by third parties or yourself or divert users away from the Platform or services.
11. We reserve the right to delete any of the Contributions or to request that you amend the Contributions if it is found that any of the Contributions posted by you is in contravention of this Acceptable Use Policy.
12. Where you choose to terminate your account with us, you may delete all previous Contributions made by you and retain a copy of the same.

SUSPENSION AND TERMINATION

13. We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of the Platform. When a breach of this policy has occurred, we may take such action as we deem appropriate.
14. Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use upon which you are permitted to use the Platform, and may result in our taking all or any of the following actions:
- (a) immediate, temporary or permanent withdrawal of your right to use the Platform;
 - (b) immediate, temporary or permanent removal of any posting or material uploaded by you to the Platform;
 - (c) issuance of a warning to you;
 - (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (e) further legal action against you; and
 - (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
15. We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

16. We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on the Platform.