

PROSPECTUS DATED 24 SEPTEMBER 2015



(a société anonyme established with limited liability in the Republic of France)

**€500,000,000 1.875 per cent. Notes due 2023**  
**Issue Price: 99.64 per cent.**

The €500,000,000 aggregate principal amount of 1.875 per cent. Notes due 2023 (the **Notes**) of Pernod Ricard S.A. (the **Issuer**) will be issued outside the Republic of France on 28 September 2015 (the **Issue Date**) in the denomination of €100,000 each.

Each Note will bear interest on its principal amount from (and including) the Issue Date to (but excluding) 28 September 2023 (the **Maturity Date**) at a fixed rate of 1.875 per cent. per annum payable annually in arrears on 28 September in each year and commencing on 28 September 2016, as further described in "Terms and Conditions of the Notes – Interest".

The Issuer may, at its option, (i) from and including 28 June 2023 to but excluding the Maturity Date (as defined below), redeem the Notes outstanding on any such date, in whole (but not in part), at par plus accrued interest, as described under "Terms and Conditions of the Notes – Redemption and Purchase – Redemption at the Option of the Issuer – Pre-Maturity Call Option", (ii) at any time and from time to time redeem all or any of the Notes prior to the Maturity Date and in accordance with the provisions set out in "Terms and Conditions of the Notes – Redemption and Purchase – Redemption at the Option of the Issuer – Make Whole Redemption by the Issuer" and (iii) at any time prior to the Maturity Date, redeem the Notes, in whole (but not in part), at par plus accrued interest, if 80 per cent. of the Notes have been redeemed or purchased and cancelled, in accordance with the provisions set out in "Terms and Conditions of the Notes – Redemption at the Option of the Issuer – Clean-Up Call Option".

The Issuer may also, at its option, and in certain circumstances must, redeem all (but not some only) of the Notes at any time at par plus accrued interest in the event of certain tax changes, as further described in "Terms and Conditions of the Notes – Redemption for Taxation Reasons". In addition, each Noteholder may, at its option, in the event of a Change of Control, request from the Issuer the redemption of some or all of the Notes held by it at their principal amount plus accrued interest, as further described in "Terms and Conditions of the Notes - Redemption following a Change of Control".

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their principal amount on 28 September 2023.

This Prospectus constitutes a prospectus within the meaning of Article 5.3 the directive 2003/71/EC of the European Parliament and of the Council on the prospectus to be published when securities are offered to the public or admitted to trading, as amended (the **Prospectus Directive**). This Prospectus has been approved by the *Autorité des Marchés Financiers* (the **AMF**) in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général*, which implements the Prospectus Directive. Application has been made to admit the Notes to trading on the regulated market of Euronext in Paris (**Euronext Paris**). References in this Prospectus to the Notes being "listed" (and all related references) shall mean that the Notes have been admitted to trading on Euronext Paris. Euronext Paris is a regulated market within the meaning of directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments, as amended.

The Notes will be issued in dematerialised bearer form (*au porteur*). Title to the Notes will be evidenced in accordance with Articles L. 211-3 and R. 211-1 of the French *Code monétaire et financier* by book-entries (*inscription en compte*) in the books of Account Holders. No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes. The Notes will, upon issue, be inscribed in the books of Euroclear France, which shall credit the accounts of the Account Holders, as set out in "Terms and Conditions of the Notes - Form, Denomination and Title".

**The Notes have not been and will not be registered under the U.S. Securities Act of 1933. They may not be offered, sold or delivered in or within the United States or to, or for the account or benefit of, U.S. person, unless the Notes are registered under the Securities Act of 1933 or an exemption from the registration requirements of the U.S. Securities Act of 1933 is available.**

The Notes have been assigned a rating of BBB- by Standard & Poor's Ratings Services and Baa3 by Moody's Investors Service. The long-term debt of the Issuer has been assigned a rating of BBB- by Standard & Poor's Ratings Services and Baa3 by Moody's Investors Service. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, reduction or withdrawal at any time by the relevant rating agency. A revision, suspension, reduction or withdrawal of a rating may adversely affect the market price of the Notes.

The credit ratings included or referred to in this Prospectus will be treated for the purposes of Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the "**CRA Regulation**"), as having been issued by Standard & Poor's Ratings Services and Moody's Investors Service. Standard & Poor's Ratings Services and Moody's Investors Service, are established in the European Union and included in the list of credit rating agencies registered under the CRA Regulation, published on the European Securities and Markets Authority's website ([www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)) as of the date of this Prospectus.

**An investment in the Notes involves certain risks. Potential investors should review all the information contained or incorporated by reference in this document and, in particular, the information set out in the section entitled "Risk Factors" before making a decision to invest in the Notes.**

**Copies of this Prospectus and the documents incorporated by reference will be published on the website of the Issuer ([www.pernod-ricard.com](http://www.pernod-ricard.com)).**

Copies of this Prospectus will be published on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)).



In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (Règlement général) of the AMF, in particular Articles 211-1 to 216-1, the AMF has granted to this Prospectus the visa no. 15-500 on 24 September 2015. This Prospectus has been prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of “whether the document is complete and comprehensible, and whether the information in it is coherent”. It does not imply that the AMF has verified the accounting and financial data set out in it and the appropriateness of the issue of the Notes.

**JOINT LEAD MANAGERS AND COORDINATORS**

**BOFA MERRILL LYNCH**

**NATIXIS**

**JOINT LEAD MANAGERS**

**BARCLAYS**

**DEUTSCHE BANK**

**MUFG**

**SMBC NIKKO**

## IMPORTANT NOTICES

*This Prospectus comprises a prospectus within the meaning of directive 2003/71/EC, as amended (the **Prospectus Directive**) and for the purpose of giving information with regard to the Issuer, the Issuer and its consolidated subsidiaries taken as a whole (the **Group**) and the Notes which according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.*

*Certain information contained in this Prospectus and/or documents incorporated herein by reference has been extracted from sources specified in the sections where such information appears. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by the above sources, no facts have been omitted which would render the information reproduced inaccurate or misleading.*

*This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "Documents Incorporated by Reference"). This Prospectus shall be read and construed on the basis that such documents are incorporated in, and form part of, this Prospectus.*

*The Joint Lead Managers (as defined under "Subscription and Sale") have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Lead Managers or any of their affiliates as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuer in connection with the issue and sale of the Notes.*

*In connection with the issue and sale of the Notes, no person is or has been authorised by the Issuer or the Joint Lead Managers or any of their affiliates to give any information or to make any representation other than those contained in this Prospectus and if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Joint Lead Managers or any of their affiliates.*

*Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein is correct at any time subsequent to the date hereof. The Joint Lead Managers do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor in the Notes of any information coming to their attention. Investors should review, inter alia, the documents incorporated by reference into this Prospectus when deciding whether or not to subscribe for or to purchase any Notes.*

*Neither this Prospectus nor any other information supplied in connection with the issue and sale of the Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Joint Lead Managers that any recipient of this Prospectus should purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the issue and sale of the Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Joint Lead Managers to any person to subscribe for or to purchase any Notes.*

*In making an investment decision regarding the Notes, prospective investors should rely on their own independent investigation and appraisal of (a) the Issuer, its business, its financial condition and affairs and (b) the terms of the offering, including the merits and risks involved. The contents of this Prospectus are not to be construed as legal, business or tax advice. Each prospective investor should consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Notes. Potential investors should, in particular, read carefully the section entitled "Risk Factors" set out below before making a decision to invest in the Notes.*

*This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction where, or to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Joint Lead Managers do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Joint Lead Managers which would permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose*

*possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the United Kingdom and France (see “Subscription and Sale”).*

*The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**). The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)), unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.*

*In this Prospectus, unless otherwise specified or the context requires, references to Euro, EUR and € are to the single currency of the participating member states of the European Economic and Monetary Union.*

## **PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS**

To the best knowledge of the Issuer (having taken all reasonable measures to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect its import.

In the statutory auditors' report on the consolidated financial statements for the year ended 30 June 2014 included on page 206 of the AR 2014 (as defined in "Documents Incorporated by Reference"), the statutory auditors made the following observation without qualifying their opinion:

"Without qualifying our opinion, we draw your attention to the matter set out in Notes 1.1.2 and 8 to the consolidated financial statements which expose the impact of the first application of JAS 19 amended "Employee Benefits" from 1 July 2013"

PERNOD RICARD  
12, place des Etats-Unis  
75116 Paris – France

Duly represented by Alexandre Ricard, Chairman of the Board of Directors and CEO (*directeur général*)

Dated 24 September 2015

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## **RISK FACTORS**

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

### **1. RISK FACTORS RELATING TO THE ISSUER**

The risks relating to the Issuer are set out on pages 130 to 139, 182 to 184 and 195 to 199 in the 2014/2015 *Document de Référence* (as defined in Section “Documents Incorporated by Reference”).

### **2. RISK FACTORS RELATING TO THE NOTES**

*The Notes may not be a suitable investment for all investors.*

Each prospective investor of Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risk inherent in investing in or holding the Notes.

Each prospective investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each prospective investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its own financial situation, an investment in the Notes and the impact that any such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear the risks of an investment in the Notes, including any currency exchange risk due to the fact that the prospective investor’s currency is not Euro;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of the financial markets and any relevant indices;
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the risks of such investment; and
- (vi) consult its own advisers as to legal, tax and related aspects of an investment in the Notes.

### ***Risks related to the structure of the Notes.***

#### *The Notes are subject to early redemption by the Issuer*

An early redemption feature of Notes is likely to affect their market value. During any period when the Issuer may elect or be obliged to redeem Notes in accordance with Condition 6(b) “Terms and Conditions of the Notes – Redemption for Taxation Reasons” or Condition 6(c) “Terms and Conditions of the Notes – Redemption at the Option of the Issuer”, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

In respect of Condition 6(c)(iii) of the Terms and Conditions of the Notes, if 80 per cent. or more in initial aggregate nominal amount of the Notes have been redeemed or purchased and cancelled, the Issuer will have the option to redeem all of the outstanding Notes at their principal amount plus accrued interest. In particular, there is no obligation for the Issuer to inform investors if and when this percentage has been reached or is about to be reached, and the Issuer’s right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of this option, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

An investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Prospective investors should consider investment risk in light of other investments available at that time.

#### *Interest rate risk on the Notes*

Investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

#### *The exercise of the Change of Control Put Option in respect of a significant number of Notes may affect the liquidity of the Notes in respect of which such Put Option is not exercised*

Depending on the number of Notes in respect of which the Put Option (as defined in “Terms and Conditions of the Notes – Redemption or Purchase following a Change of Control Event”) is exercised in conjunction, if applicable, with any Notes purchased by the Issuer and cancelled, any trading market of the Notes in respect of which such Put Option is not exercised may become less liquid or illiquid.

#### *No direct access to subsidiaries’ cash flows or assets*

The Issuer is a holding company. Investors will not have any direct claims on the cash flows or the assets of the Issuer’s subsidiaries, and such subsidiaries have no obligation, contingent or otherwise, to pay amounts due under the Notes or to make funds available to the Issuer for these payments.

### ***Risks related to the market generally.***

#### *An active trading market for the Notes may not develop*

There can be no assurance that an active trading market for the Notes will develop, or, if one does develop, that it will be maintained. If an active trading market for the Notes does not develop or is not maintained, the liquidity and the market or trading price of the Notes may be adversely affected.

#### *The trading market for the Notes may be volatile and may be adversely impacted by many events*

The secondary market for debt securities is influenced by economic and market conditions and, to varying degrees, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in France, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have any other adverse effect.

#### *Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risk relating to currency conversions if an investor’s financial activities are denominated principally in a currency unit (the **Investor’s Currency**) other than the Euro. These include the risk that exchange rate may significantly change (including changes due to devaluation of the Euro or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Euro would decrease (1) the Investor’s Currency-equivalent yield on the Notes, (2) the Investor’s Currency-equivalent value of the principal payable on the Notes and (3) the Investor’s



Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate, the market price of the Notes or certain investors' right to receive interest or principal on the Notes.

***Risks related to the Notes generally.***

*Modification and waiver*

The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to a two-third majority in accordance with Article L. 228-65 II of the French *Code de commerce*.

*No voting rights*

The Notes do not give the Noteholders the right to vote at meetings of the shareholders of the Issuer.

*No limitation on issuing debt*

There is no restriction in the Notes on the amount of debt which the Issuer may incur. Any such further debt may reduce the amount recoverable by the Noteholders upon liquidation or insolvency of the Issuer.

*Credit ratings may not reflect all risks*

The credit ratings assigned to the Notes may not reflect the potential impact of all risks related to the structure, market or other factors that may affect the value of the Notes.

*Change of law*

The Conditions of the Notes are based on the laws of France in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of France or administrative practice after the date of this Prospectus.

*Potential Conflicts of Interest*

Certain of the Joint Lead Managers (as defined under "Subscription and Sale" below) and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Joint Lead Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Lead Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

*Taxation*

Prospective purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions, or in accordance with any applicable double tax treaty. Prospective investors are advised not to rely upon the tax summary contained in this Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the prospective investor. This paragraph has to be read in conjunction with the taxation section of this Prospectus.

*EU Savings Directive*

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the **Savings Directive**). The Savings

Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within their jurisdiction to an individual resident in that other Member State, or to certain limited types of entities established in that other Member State. However, for a transitional period, Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise and authorizes the paying agent to disclose the above information (see “Taxation – EU Directive on the Taxation of Savings Income”).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any paying agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a paying agent, the Issuer will be required to maintain a paying agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Savings Directive.

On 24 March 2014, the Council of the European Union adopted a directive amending the Savings Directive (the Amending Directive), which, when implemented, will amend and broaden the scope of the requirements described above. In particular, the Amending Directive will broaden the categories of entities required to provide information and/or withhold tax pursuant to the Savings Directive, and will require additional steps to be taken in certain circumstances to identify the beneficial owner of interest and other similar income payments, through a “look-through” approach. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive, which legislation must apply from 1 January 2017.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria, and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations, such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive. The latest draft of the text of the Council directive repealing the Savings Directive was published on the public register of Council Documents on 7 May 2015.

Investors should inform themselves of, and where appropriate take advice on, the impact of the Savings Directive and the Amending Directive on their investment.

#### *The proposed financial transaction tax (FTT)*

On 14 February 2013, the European Commission has published a proposal for a directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the 14 February 2013 proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Joint statements issued by several participating Member States indicate an intention to implement the FTT by January 2016. However, based on a recent communication by the EU Commissioner for Economic and Financial Affairs, Taxation and Customs, this deadline is unlikely to be met.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

#### *French insolvency law*

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders

(the **Assembly**) in order to defend their common interests if a safeguard (*procédure de sauvegarde* or *procédure de sauvegarde accélérée* or *procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer. The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance programme (EMTN) and regardless of their governing law. The Assembly deliberates on the proposed safeguard (*projet de plan de sauvegarde* or *projet de plan de sauvegarde accélérée* or *projet de plan de sauvegarde financière accélérée*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling due payments and/or partially or totally writing off receivables in form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to convoke the Assembly.

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in this Prospectus will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

## DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the sections referred to in the tables below included in:

- the French language 2014/2015 *Document de Référence* dated 23 September 2015 which received reference no. D.15-0907 from the AMF (**AR 2015**) and which includes the audited annual consolidated financial statements of the Issuer as at 30 June 2015 prepared in accordance with IFRS and the auditors' reports on such audited annual consolidated financial statements; except for the third paragraph of the section "Declaration of the person responsible for the reference document and the annual financial report" on page 292 of the AR 2015; and
- the French language 2013/2014 *Document de Référence* dated 24 September 2014 which received reference no. D.14-0930 from the AMF (**AR 2014**) and which includes the audited annual consolidated financial statements of the Issuer as at 30 June 2014 prepared in accordance with IFRS and the auditors' reports on such audited annual consolidated financial statements; except for the third paragraph of the section "Declaration of the person responsible for the reference document and the annual financial report" on page 282 of the AR 2014.

Such documents shall be incorporated in and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

The AR 2015 and the AR 2014 will be available on the website of the *Autorité des marchés financiers* ([www.amf-france.org](http://www.amf-france.org)). All the documents incorporated by reference will be available on the website of the Issuer ([www.pernod-ricard.com/fr](http://www.pernod-ricard.com/fr)). They will also be available free of charge at the premises of the Paying Agent in Paris.

Free translations in the English language of the AR 2015 and the AR 2014 are available on the Issuer's website ([www.pernod-ricard.com](http://www.pernod-ricard.com)). These documents are available for information purposes only and are not incorporated by reference in this Prospectus. The only binding versions are French language versions.

For the purposes of the Prospectus Directive, information can be found in such documents incorporated by reference or this Prospectus in accordance with the following cross-reference table. Any information not listed in the cross-reference list but included in the documents incorporated by reference is given for information purposes only.

Rule	Prospectus Regulation – Annex IX	Document incorporated by reference	Page
3.	RISK FACTORS		
3.1.	Prominent disclosure of risk factors that may affect the issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors"	AR 2015	130 to 139 ; 182 to 184 ; 195 to 199
4.	INFORMATION ABOUT THE ISSUER		
4.1.	History and development of the issuer:	AR 2015	5 to 11 ; 155 ; 212 to 213 ; 272
4.1.1.	The legal and commercial name of the issuer	AR 2015	272
4.1.2.	The place of registration of the issuer and its registration number	AR 2015	272
4.1.3.	The date of incorporation and the length of life of the issuer, except where indefinite	AR 2015	272

4.1.4.	The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office)	AR 2015	272
5.	<b>BUSINESS OVERVIEW</b>		
5.1.	Principal activities		
5.1.1.	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed	AR 2015	9 to 16
5.1.2.	The basis for any statements in the registration document made by the issuer regarding its competitive position	AR 2015	13
6.	<b>ORGANISATIONAL STRUCTURE</b>		
6.1.	If the issuer is part of a group, a brief description of the group and of the issuer's position within it	AR 2015	6 to 12
9.	<b>ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>		
9.1.	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer: (a) members of the administrative, management or supervisory bodies; (b) partners with unlimited liability, in the case of a limited partnership with a share capital.	AR 2015	19 to 42
9.2.	Administrative, Management, and Supervisory bodies conflicts of interests Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated In the event that there are no such conflicts, a statement to that effect	AR 2015	33
10.	<b>MAJOR SHAREHOLDERS</b>		
10.1.	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused	AR 2015	285 to 290
10.2.	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer	AR 2015	274 to 275 : 290
11.	<b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>		
11.1.	Historical Financial Information Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year If the audited financial information is prepared according to national accounting standards, the financial	AR 2015 AR 2014	145 to 206 144 to 208

	information required under this heading must include at least the following:		
	(a) the balance sheet	AR 2015 AR 2014	148 to 149 146 to 147
	(b) the income statement	AR 2015 AR 2014	146 to 147 144
	(c) the accounting policies and explanatory notes	AR 2015 AR 2014	152 to 204 150 to 205
11.2.	Financial statements If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document	AR 2015 AR 2014	146 to 151 144 to 151
11.3.	Auditing of historical annual financial information		
11.3.1.	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers, must be reproduced in full and the reasons given	AR 2015  AR 2014	205 to 206 ; 231 to 232 ; 300  206 to 207 ; 234; 290
11.5.	Legal and arbitration proceedings Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement	AR 2015	135 ; 196 to 199
12.	<b>MATERIAL CONTRACTS</b> A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued	AR 2015	140 to 144

# TERMS AND CONDITIONS OF THE NOTES

The issue outside the Republic of France of the €500,000,000 aggregate principal amount of 1.875 per cent. Notes due 28 September 2023 (the **Notes**) of Pernod Ricard S.A. (the **Issuer**) has been authorised pursuant to a resolution of the *Conseil d'administration* of the Issuer, adopted on 26 August 2015, and decisions of Mr. Alexandre Ricard, *Président du Conseil d'administration et Directeur Général* of the Issuer, made on 14 September 2015. An agency agreement (the **Agency Agreement**) to be dated 24 September 2015 will be entered into in relation to the Notes between the Issuer and BNP Paribas Securities Services, as fiscal agent, calculation agent and principal paying agent (the **Fiscal Agent**, the **Calculation Agent** and the **Paying Agent**). References below to **Conditions** are, unless the context otherwise requires, to the numbered paragraphs below.

## 1 Form, Denomination and Title

The Notes will be issued in dematerialised bearer form (*au porteur*) in the denomination of €100,000 per Note. Title to the Notes will be evidenced in accordance with Articles L. 211-3 and R. 211-1 of the French *Code monétaire et financier* by book-entries (*inscription en compte*) in the books of Account Holders (as defined below). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes. The Notes will, upon issue, be inscribed in the books of Euroclear France, which shall credit the accounts of the Account Holders.

**Account Holder** shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes the depositary bank for Clearstream Banking société anonyme (**Clearstream**) and Euroclear Bank S.A./N.V. (**Euroclear**).

Title to the Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of Notes may only be effected through, registration of the transfer in such books.

In these Conditions, **Noteholder** means the person whose name appears in the account of the relevant Account Holder as being entitled to any Note.

## 2 Status of the Notes

The principal and interest of the Notes constitute direct, unsubordinated and (subject to the Negative Pledge provisions as provided in Condition 3 below) unsecured obligations of the Issuer and will rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

## 3 Negative Pledge

So long as any of the Notes remains outstanding, the Issuer will not, and will procure that none of its Principal Subsidiaries will, create or permit to subsist any mortgage, charge, pledge or other security interest (*sûreté réelle*) upon any of its or their assets or revenues, present or future, to secure (1) any Relevant Indebtedness or (2) any guarantee in respect of any Relevant Indebtedness unless, in either case, the Issuer's obligations under the Notes (i) are secured equally and rateably with such Relevant Indebtedness or such guarantee in respect thereof, or (ii) are given the benefit of such other security, guarantee or arrangement as shall be approved by the *Masse* of the Noteholders.

For the purposes of this Condition:

**Principal Subsidiary** means at any relevant time a Subsidiary of the Issuer:

- (i) whose total gross assets as reflected in its statutory non-consolidated accounts represent no less than 10 per cent. of the total consolidated gross assets of the Issuer, as calculated by reference to the then latest audited accounts of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its consolidated subsidiaries; or
- (ii) to which are transferred all or substantially all of the assets of a Subsidiary which immediately prior to such transfer was a Principal Subsidiary, in which case the transferring entity will no longer be considered as a Principal Subsidiary as of the day of such transfer. For the avoidance of doubt, any Subsidiary which becomes a Principal Subsidiary under this sub-paragraph (ii) will continue to be a Principal Subsidiary following the next audited accounts of such Subsidiary only if it satisfies the requirement set forth in sub-paragraph (i).

**Relevant Indebtedness** means any present or future indebtedness for borrowed money represented by bonds (*obligations*) or other securities (including *titres de créances négociables*) which are for the time being or capable of being, quoted, listed or ordinarily traded on any stock exchange, over-the-counter market or other securities market.

**Subsidiary** means any person or entity at any time which is a subsidiary within the meaning of Articles L. 233-1 and L. 233-3 of the French *Code de commerce*.

#### 4 Interest

##### (a) Interest Payment Dates

Each Note bears interest on its principal amount, from (and including) 28 September 2015 (the **Issue Date**), at the rate of 1.875 per cent. per annum (the **Rate of Interest**) payable annually in arrear on 28 September in each year (an **Interest Payment Date**) commencing on 28 September 2016.

Where interest is to be calculated in respect of a period which is equal to or shorter than an Interest Period (as defined below), it shall be calculated by applying the Rate of Interest to the principal amount of each Note, multiplying the product by the Day-Count Fraction and rounding the resulting figure to the nearest cent (half a cent being rounded upwards). The Day-Count Fraction will be Actual/Actual - ICMA basis which will be the number of days in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it becomes due, divided by the number of days in the Interest Period in which the relevant period falls (including the first but excluding the last day of such period). The period from and including the Issue Date to but excluding the first Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the next Interest Payment Date is called an **Interest Period**.

##### (b) Interest Accrual

Each Note will cease to bear interest from and including the due date for redemption unless payment of the principal in respect of the Note is improperly withheld or refused on such date or unless default is otherwise made in respect of the payment.

Interest payments will be made subject to, and in accordance with, the provisions of Condition 5.



## 5 Payments

### (a) Method of Payment

Payments of principal and interest in respect of the Notes will be made in Euro by transfer to a Euro denominated account (or any other account to which Euro may be credited or transferred) specified by the payee with a bank in a country within the TARGET System. Such payments shall be made for the benefit of the Noteholders to the Account Holders.

None of the Issuer, the Fiscal Agent, the Calculation Agent or the Paying Agent shall be liable to any Noteholder or other person for any commission, costs, losses or expenses in relation to, or resulting from, the credit or transfer of Euro, or any currency conversion or rounding effect in connection with such payment being made in Euro.

Payments in respect of principal and interest on the Notes will, in all cases, be made subject to any fiscal or other laws and regulations or orders of courts of competent jurisdiction applicable in respect of such payments to the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agent, the relevant Account Holder or, as the case may be, the person shown in the records of Euroclear France, Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of Notes, but without prejudice to the provisions of Condition 7.

### (b) Payments on Business Days

If the due date for payment of any amount of principal, interest or other amounts in respect of any Note is not a Business Day, payment shall not be made of the amount due and credit or transfer instructions shall not be given in respect thereof until the next following Business Day and the Noteholders shall not be entitled to any interest or other sums in respect of such postponed payment.

For the purposes of these Conditions:

A **Business Day** means any day (not being a Saturday or a Sunday) on which (i) the TARGET System is operating and (ii) on which Euroclear France is open for general business; and

**TARGET System** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System or any successor thereto.

### (c) Fiscal Agent, Calculation Agent and Paying Agent

The name of the initial Fiscal Agent, Calculation Agent and Paying Agent and their specified offices is set forth below:

Fiscal Agent, Calculation Agent, Principal Paying Agent and Paying Agent

**BNP Paribas Securities Services**

Les Grands Moulins de Pantin

9, rue du Débarcadère

93500 Pantin

France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and/or the Calculation Agent and/or Paying Agent and/or appoint additional or other Paying Agents or Calculation Agent or approve any change in the office through which any such Paying Agent acts, provided that there will at all times be (i) a Fiscal Agent having a specified office in a European city and (ii) so long as the Notes are admitted to trading on the regulated market of Euronext in Paris and the rules of that exchange so require, a Paying Agent having a specified office in Paris (which may be

the Fiscal and principal Paying Agent) and (iii) so long as any Note is outstanding, there shall at all time be a Calculation Agent. The Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of 26 and 27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such directive.

Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty five (45) nor less than thirty (30) calendar days' notice thereof shall have been given to the Noteholders by, or on behalf of, the Issuer in accordance with Condition 10.

In the absence of wilful default, bad faith or manifest error, no liability to the Noteholders shall attach to any of the Paying Agents or the Calculation Agent in connection with the exercise or non-exercise by them of their powers, duties and discretions under these Conditions.

## **6 Redemption and Purchase**

The Notes may not be redeemed other than in accordance with this Condition 6 or Condition 8.

### **(a) Redemption at Maturity**

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed in full at their principal amount (i.e. €100,000 per Note) on the Interest Payment Date falling on 28 September 2023 the (**Maturity Date**).

### **(b) Redemption for Taxation Reasons**

- (i) If by reason of a change in the laws or regulations of the French Republic, or any political subdivision therein or any authority thereof or therein having power to tax, or in a treaty applicable to France, or any change in the application or official interpretation of such laws or regulations or treaty (including a judgment by a court of competent jurisdiction), becoming effective on or after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 7(b) below, the Issuer may, on any date, subject to having given not more than 60 nor less than 30 calendar days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 10, redeem the Notes (in whole but not in part) at their principal amount plus accrued interest up to (but excluding) their effective redemption date provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes or, if such date has passed, as soon as practicable thereafter.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7(b) below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven calendar days' prior notice to the Noteholders in accordance with Condition 10, redeem the Notes (in whole but not in part) at their principal amount plus accrued interest up to (but excluding) their effective redemption date provided that the due date for redemption of which notice hereunder shall be given shall be no earlier than the latest practicable date on which the Issuer could make payment of the full

amount of principal and interest payable without withholding for French taxes or, if such date has passed, as soon as practicable thereafter.

(c) **Redemption at the Option of the Issuer**

(i) Pre-Maturity Call Option

The Issuer may, at its option, from (and including) 28 June 2023 to (but excluding) the Maturity Date, subject to having given not more than 30 nor less than 15 calendar days' prior notice to the Noteholders in accordance with Condition 10 (which notice shall be irrevocable), redeem the outstanding Notes, in whole (but not in part), at their principal amount plus accrued interest up to (but excluding) the date fixed for redemption.

(ii) Make Whole Redemption by the Issuer

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and subject to having given not more than 30 nor less than 15 calendar days' notice to the Noteholders in accordance with Condition 10 (which notice shall be irrevocable), have the option to redeem the Notes, in whole or in part, at any time prior to 28 September 2023 (the **Optional Make Whole Redemption Date**) at their Optional Redemption Amount (as defined below).

The Optional Redemption Amount will be calculated by the Calculation Agent and will be an amount in Euro rounded to the nearest cent (half a cent being rounded upwards) being the greater of (x) 100 per cent. of the principal amount of the Notes so redeemed and (y) the sum of the then present values on the relevant Optional Make Whole Redemption Date of (i) the principal amount of each Note and (ii) the remaining scheduled payments of interest on such Note for the remaining term of such Note (determined on the basis of the interest rate applicable to such Note (excluding any interest accruing on such Note to, but excluding, such Optional Make Whole Redemption Date)), discounted from the Maturity Date to such Optional Make Whole Redemption Date on an annual basis at the Early Redemption Rate plus an Early Redemption Margin, plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding the Optional Make Whole Redemption Date.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Noteholders.

**Early Redemption Margin** means 0.25 per cent. per annum.

**Early Redemption Rate** means the average of the four (4) quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security on the fourth business day in Paris preceding the relevant Optional Make Whole Redemption Date at 11.00 a.m. (Central European time (CET)).

If the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Calculation Agent after prior consultation with the Issuer if practicable under the circumstances, at 11.00 a.m. (Central European time (CET)) on the fourth business day in Paris preceding the Optional Make Whole Redemption Date, quoted in writing by the Calculation Agent to the Issuer.

**Reference Benchmark Security** means the German federal government bond (bearing interest at a rate of 2 per cent. per annum and maturing on 15 August 2023 with ISIN DE0001102325).

**Reference Dealers** means each of the four banks (that may include the Joint Lead Managers), selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

**Similar Security** means a reference bond or reference bonds issued by the German federal government having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

In the case of a partial redemption, the redemption may be effected, at the option of the Issuer, either (i) by reducing the nominal amount of all such Notes in proportion to the aggregate nominal amount redeemed or (ii) by redeeming in full only part of such Notes and, in such latter case, the choice between those Notes that will be fully redeemed and those Notes that will not be redeemed shall be made in accordance with Article R.213-16 of the French *Code monétaire et financier*, subject to compliance with any other applicable laws and regulated market or other stock exchange requirements.

So long as the Notes are admitted to trading on Euronext Paris and the rules of that stock exchange so require, the Issuer shall, each year in which there has been a partial redemption of the Notes, cause to be published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers*, a notice specifying the aggregate nominal amount of Notes outstanding.

(iii) Clean-Up Call Option

In the event that 80 per cent. or more in initial aggregate nominal amount of the Notes (including any further notes to be assimilated with the Notes pursuant to Condition 12) have been redeemed or purchased and cancelled, the Issuer may, at its option, subject to having given not more than 30 nor less than 15 calendar days' prior notice to the Noteholders in accordance with Condition 10 (which notice shall be irrevocable), redeem the outstanding Notes, in whole (but not in part), at their principal amount plus accrued interest up to (but excluding) the date fixed for redemption.

(d) **Redemption or Purchase following a Change of Control Event**

If at any time while any of the Notes remains outstanding, (i) a Change of Control occurs and (ii) within the Change of Control Period a Negative Rating Event in respect of that Change of Control occurs and is not cured prior to the last calendar day of the Change of Control Period (a **Change of Control Event**), then each Noteholder shall have the option (the **Put Option**) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, part or all of its Notes at their principal amount together with accrued interest to (but excluding) the Optional Redemption Date (as defined below).

Promptly upon the Issuer becoming aware of the occurrence of a Change of Control Event, the Issuer shall give notice to the Noteholders in accordance with Condition 10, specifying the nature of the Change of Control Event, the circumstances giving rise to it and the procedure for exercising the Put Option (the **Put Event Notice**).

Each Noteholder will have the right to require the redemption (or, at the Issuer's option, the purchase) of all or part of the Notes held by it within a 45-calendar day period (the **Put Period**) after the Put Event Notice is given. To exercise the Put Option, each Noteholder must transfer or cause to be transferred by its Account Holder its Notes to be so redeemed (or purchased) to the account of the Paying Agent specified in the Put Option Notice for the account of the Issuer within the Put Period, together with a duly signed and completed notice of exercise in the form obtainable from the specified office of the Paying Agent (a **Put Option Notice**) and in which the relevant Noteholder will specify a bank account to which payment is to be made under this Condition 6(d).

The Issuer shall, subject to the transfer of such Notes to the account of the Paying Agent for the account of the Issuer as described above, redeem or, at the option of the Issuer, procure the purchase of, the Notes in respect of which the Put Option has been validly exercised as provided above on the tenth Business Day following the expiration of the Put Period (the **Optional Redemption Date**). Payment in respect of any Note so transferred will be made in Euro to the holder to the specified Euro-denominated bank account in the Put Option Notice on the Optional Redemption Date via the relevant Account Holders.

For the purposes of this Condition:

A **Change of Control** will be deemed to have occurred each time (whether or not approved by the *Conseil d'administration* of the Issuer) that any person or group of persons acting in concert (*personnes agissant de concert*, as defined in Article L. 233-10 of the French *Code de commerce*) at any time directly or indirectly gains control (as defined in Article L. 233-3 I of the French *Code de commerce*) of the Issuer.

**Change of Control Period** means, in relation to (and following) the occurrence of a Change of Control, the period commencing on the date of the first formal public announcement of the relevant Change of Control and ending on the date which is 90 calendar days (inclusive) after the date of such public announcement.

A **Negative Rating Event** shall occur in respect of a Change of Control:

- (i) if the corporate credit rating is assigned to the Issuer by at least two Rating Agencies and is reduced by at least one full rating notch, provided that none of such credit ratings reduced by such two Rating Agencies and assigned to the Issuer are above or equal to Ba1 by Moody's and/or BB+ by S&P and/or their respective equivalent for the time being,
- (ii) if the corporate credit rating is assigned to the Issuer only by one Rating Agency and is reduced by such Rating Agency at least by one full rating notch, provided that such credit rating so reduced by such Rating Agency and assigned to the Issuer is not above or equal to Ba1 by Moody's or BB+ by S&P or their respective equivalent for the time being,
- (iii) if the corporate credit rating is assigned to the Issuer by only one Rating Agency and is withdrawn,

*provided that*, in each such case, the relevant Rating Agency publicly announces that any such reduction or withdrawal is directly linked to such Change of Control.

**Rating Agency** means Moody's Investors Service, Inc. (**Moody's**), Standard & Poor's Rating Services, a division of the McGraw Hill Companies, Inc. (**S&P**), or any other rating agency of equivalent

international standing, in each case any of their respective successors and affiliates and, in each case, solicited by the Issuer to grant a corporate credit rating to the Issuer\*.

While any of the Notes remains outstanding, the Issuer undertakes to maintain a corporate credit rating assigned to the Issuer by at least one Rating Agency.

**(e) Purchases**

The Issuer may, in accordance with all applicable laws and regulations, at any time purchase Notes in the open market or otherwise without any limitation as to price or quantity including connection with a tender offer. All Notes so purchased by the Issuer may be held and resold in accordance with Article L.213-1 A of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes.

**(f) Cancellation**

All Notes which are redeemed (including upon exchange) or purchased for cancellation by the Issuer will be promptly cancelled and accordingly may not be reissued or resold.

**7 Taxation**

- (a) All payments under or with respect to the Notes will be made without withholding or deduction for any taxes or duties of whatever nature imposed, levied or collected by or on behalf of France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.
- (b) If French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will, to the extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders of such amounts as would have been received by the Noteholders had no such deduction or withholding been required, except that no such additional amounts shall be payable with respect to any Notes:
  - (i) to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some present or future connection with the Republic of France other than the mere holding of the Note; or
  - (ii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Council directive 2003/48/EEC or any other European Union directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting of 26 and 27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such directive (including for the avoidance of doubt, the agreements concluded by each member of the European Union with several dependant or associated territories of the European Union, aiming to apply measures similar to the ones deriving from the European Union Council directive 2003/48 EC or any law implementing or complying with, or introduced in order to conform to, such agreements).
- (c) Each Noteholder shall be responsible for supplying in a timely manner any information as may be required in order to comply with the identification and reporting obligations imposed on it by the European Council directive 2003/48/EEC or any other European directive implementing the conclusions of the ECOFIN Council Meeting dated of 26 and 27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive.

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\* As at the date of this Prospectus, the rating agencies solicited by the Issuer are Moody's and S&P.

- (d) Notwithstanding anything to the contrary contained herein, the applicable payor of any payment hereunder shall be entitled to withhold and deduct the amounts required under FATCA (**FATCA Withholding**), and none of the Issuer, the Fiscal Agent, the Calculations Agent, the Paying Agent or any other payor shall be required to pay any additional amounts (including, for the avoidance of doubt, pursuant to Condition 7(b)) on account of FATCA Withholding. For purposes of the preceding sentence, “FATCA” shall mean Sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended (or any successor provisions), any current or future regulations or official interpretations thereof, any agreements (including any intergovernmental agreements) thereunder or any law, regulation, or official interpretation implementing any of the foregoing.

## 8 Events of Default

If any of the following events (each an Event of Default) occurs and is continuing, the Representative (as defined below) of the Masse (as defined below), acting upon request of one or several Noteholders together representing no less than 10 per cent. of the outstanding aggregate principal amount of the Notes, may give written notice to the Issuer and the Fiscal Agent (at its specified office) declaring all the Notes to be due and payable, whereupon all Notes will become due and payable at their principal amount plus accrued interest unless such event(s) shall have been remedied prior to the receipt of such notice by the Issuer and the Fiscal Agent:

- (i) the Issuer is in default for more than 15 calendar days for the payment of any amount on the Notes, after the same shall become due and payable;
- (ii) the Issuer is in default in the performance of, or compliance with, any of its other obligations under the Notes and such default has not been cured within 30 Business Days after the receipt by the Fiscal Agent of a written notice identifying such default by the Representative of the *Masse*;
- (iii) (a) any other present or future indebtedness of the Issuer or any of its Principal Subsidiaries for borrowed money becomes due and payable prior to its stated maturity as a result of a default thereunder, or (b) any such indebtedness is not paid when due, or (c) any guarantee or indemnity given by the Issuer or any of its Principal Subsidiaries for, or in respect of, any such indebtedness of others is not honoured when due and called upon, subject, in each case, to a grace period equal to the greater of any applicable grace period and 10 calendar days,
- provided, in each case, that the relevant aggregate amount of the defaulted indebtedness, payment obligations, guarantee or indemnity in respect of which an event mentioned above has occurred exceeds €100,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, and unless, in each case, the Issuer or its relevant Principal Subsidiary challenges in good faith the relevant event before a court of competent jurisdiction, in which case none of the relevant events will constitute an event of default until a final judgment has been rendered by such relevant court;
- (iv) the Issuer sells or otherwise disposes of all or substantially all of its assets or ceases to carry on all or substantially all of its business or an order is made or an effective resolution is passed for its winding-up, dissolution or liquidation, unless (a) such disposal, winding-up, dissolution, liquidation or cessation is made or takes place in connection with a merger, consolidation, amalgamation or other form of reorganisation with or to any other corporation and the Issuer’s liabilities under the Notes are transferred to and assumed by such other corporation (including, without limitation, pursuant to a *fusion*, *scission* or *apport partiel d’actifs*) and (b) the long term rating assigned by S&P or Moody’s to such other corporation immediately following such merger, consolidation, amalgamation or other form of reorganisation is not lower than the long-term credit rating assigned by such agency to the Issuer immediately prior to such merger, consolidation, amalgamation or other form of reorganisation; or

- (v) the Issuer or any of its Principal Subsidiaries applies for or is subject to the appointment of a *mandataire ad hoc* under French bankruptcy law (or, in respect of a Principal Subsidiary, any equivalent procedure under any other applicable law, as the case may be) or enters into an amicable procedure (*procédure de conciliation*) with its creditors or a judgement is rendered for its judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or the Issuer or any of its Principal Subsidiaries makes any conveyance for the benefit of, or enters into any agreement with, its creditors as a result of actual financial difficulties.

## **9 Prescription**

Claims against the Issuer for the payment of principal and interest in respect of the Notes shall become prescribed ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the due date for payment thereof.

## **10 Notices**

Any notice to the Noteholders will be valid if delivered through Euroclear France, Euroclear, Clearstream and/or any other clearing system through which the Notes are for the time being cleared and published on the website of the Issuer ([www.pernod-ricard.com](http://www.pernod-ricard.com)). Any notice to the relevant clearing system shall be deemed to have been given on the first Business Day following delivery of the notice to the relevant clearing system or, where relevant and if later, the date of such publication on the website of the Issuer or, if published more than once or on different dates, on the first date on which such delivery is made.

## **11 Representation of the Noteholders**

### **(a) The Masse**

The Noteholders will be grouped automatically for the defence of their respective common interests in a *masse* (hereinafter referred to as the *Masse*).

The *Masse* will be governed by those provisions of the French *Code de commerce* with the exception of the provisions of Articles L. 228-48, L. 228-59, R. 228-63, R. 228-67 and R. 228-69 of such *Code*.

### **(b) Legal Personality**

The *Masse* will be a separate legal entity, by virtue of Article L. 228-46 of the French *Code de commerce* acting in part through one (1) representative (the **Representative**) and in part through a general assembly of the Noteholders.

The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue with respect to the Notes.

### **(c) Representative**

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representative:

- (i) the Issuer and its employees and their ascendants, descendants and spouses;
- (ii) companies possessing at least ten (10) per cent. of the share capital of the Issuer or of which the Issuer possesses at least ten (10) per cent. of the share capital;
- (iii) companies guaranteeing all or part of the obligations of the Issuer; and
- (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing a business in whatever capacity.



The initial Representative shall be:

**MASSQUOTE S.A.S.U.**  
RCS 529 065 880 Nanterre  
7bis, rue de Neuilly  
F-92110 Clichy  
France  
represented by its chairman

Mailing address :  
33, rue Anna Jacquin  
92100 Boulogne Billancourt  
France

In the event of dissolution, resignation or revocation of the initial Representative, the replacement Representative shall be:

**Gilbert Labachotte**  
8, Boulevard Jourdan  
75014 Paris  
France

The Representative will be entitled to a remuneration of €500 (VAT excluded) per year, payable on each Interest Payment Date with the first payment at the Issue date.

The Representative will exercise its duty until its dissolution, resignation or termination of its duty by a general assembly of Noteholders or until it becomes unable to act. Its appointment shall automatically cease on the Maturity Date, or total redemption prior to the Maturity Date.

In the event of death, incapacity, retirement or revocation of the replacement Representative, a replacement will be elected by a meeting of the general assembly of Noteholders.

All interested parties will at all times have the right to obtain the name and the address of the Representative at the head office of the Issuer and at the offices of the Fiscal Agent.

**(d) Powers of the Representative**

The Representative shall, in the absence of any decision to the contrary of the general assembly of Noteholders, have the power to take all acts of management to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them in order to be admissible, must be brought against the Representative or by it, and any legal proceedings which shall not be brought in accordance with this provision shall not be legally valid.

The Representative may not interfere in the management of the affairs of the Issuer.

**(e) General Assemblies of Noteholders**

General assemblies of the Noteholders may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one thirtieth (1/30) of outstanding Notes may address to the Issuer and the Representative a demand for convocation of the general assembly; if such general assembly has not been convened within two (2) months from such demand, such Noteholders may commission one of themselves to petition the competent court in Paris to appoint an agent who will call the meeting.

Notice of the date, hour, place, agenda and quorum requirements of any meeting of a general assembly will be published as provided under Condition 10 not less than fifteen (15) calendar days prior to the date of the general assembly on first convocation and six (6) calendar days on second convocation.

Each Noteholder has the right to participate in meetings of the *Masse* in person or by proxy. Each Note carries the right to one vote.

**(f) Powers of General Assemblies**

A general assembly is empowered to deliberate on the fixing of the remuneration of the Representative and on its dismissal and replacement, and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

A general assembly may further deliberate on any proposal relating to the modification of the Conditions of the Notes, including:

- (i) any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions; and
- (ii) any proposal relating to the issue of securities carrying a right of preference compared to the rights of the Noteholders,

it being specified, however, that a general assembly may not increase the liabilities (*charges*) to the Noteholders, nor establish any unequal treatment between the Noteholders, nor decide to convert the Notes into shares.

In accordance with Article R. 228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in general assemblies will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder on the second business day in Paris preceding the date set for the meeting of the relevant General Meeting at 0:00, Paris time.

Meetings of a general assembly may deliberate validly on first convocation only if Noteholders present or represented hold at least one fifth (1/5) of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third (2/3) majority of votes cast by the Noteholders attending such meeting or represented thereat.

**(g) Notice of Decisions**

Decisions of the meetings must be published in accordance with the provisions set out in Condition 10 not more than ninety (90) calendar days from the date thereof.

**(h) Information to the Noteholders**

Each Noteholder or representative thereof will have the right, during the fifteen (15) calendar day period preceding the holding of each meeting of a general assembly, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the meeting, which will be available for inspection at the principal office of the Issuer, at the offices of the Paying Agents and at any other place specified in the notice of meeting.

**(i) Expenses**

The Issuer will pay all reasonable expenses incurred in the operation of the *Masse*, including expenses relating to the calling and holding of meetings and the expenses which arise by virtue of the remuneration of the Representative, and more generally all administrative expenses resolved upon by a

general assembly of the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.

## **12 Further Issues**

The Issuer may from time to time without the consent of the Noteholders issue further notes to be assimilated and form a single series (*assimilées*) with the Notes, provided that such further notes and the Notes shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation. In the event of such assimilation, the Noteholders and the holders of any assimilated (*assimilées*) notes will for the defence of their common interests be grouped in a single *Masse* having legal personality.

## **13 Governing Law and Submission to Jurisdiction**

The Notes are governed by and shall be construed in accordance with the laws of the Republic of France.

Any action against the Issuer in connection with the Notes will be submitted to the exclusive jurisdiction of the competent courts in Paris.

## **USE OF PROCEEDS**

The net proceeds of the issue of the Notes are expected to amount to approximately €496,200,000 and will be used for general corporate purposes, including but not limited to the repayment in whole or in part of certain tranches of the syndicated loan or outstanding bonds of the Issuer, thus extending the maturity profile of its external debt.

## **RECENT DEVELOPMENTS**

Not Applicable.

# TAXATION

*The following is a general description of certain tax considerations relating to the Notes in the European Union and France. It does not purport to be a complete analysis of all tax considerations relating to the Notes in the European Union and France. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.*

## **The EU Savings Directive**

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the Savings Directive). The Savings Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within their jurisdiction to an individual resident in that other Member State, or to certain limited types of entities established in that other Member State. However, for a transitional period (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries), Austria is instead required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments, unless the relevant beneficial owner of such payment elects otherwise and authorizes the paying agent to disclose the above information. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). The rate of such withholding tax is currently equal to 35 per cent.

On 24 March 2014, the Council of the European Union adopted a directive amending the Savings Directive (the **Amending Directive**), which, when implemented, will amend and broaden the scope of the requirements described above. In particular, the Amending Directive will broaden the categories of entities required to provide information and/or withhold tax pursuant to the Savings Directive, and will require additional steps to be taken in certain circumstances to identify the beneficial owner of interest and other similar income payments, through a “look-through” approach. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive, which legislation must apply from 1 January 2017.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria, and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations, such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive. The latest draft of the text of the Council directive repealing the Savings Directive was published on the public register of Council Documents on 7 May 2015.

Investors should inform themselves of, and where appropriate take advice on, the impact of the Savings Directive and the Amending Directive on their investment.

## France

### Withholding Tax

*The following overview does not address specific issues which may be relevant to holders of Notes who concurrently hold shares of the Issuer.*

Payments of interest and other revenues made by the Issuer with respect to Notes will not be subject to the withholding tax set out under Article 125 A III of the *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the *Code général des impôts* (a **Non-Cooperative State**). If such payments under the Notes are made in a Non-Cooperative State, a 75 per cent. withholding tax will be applicable by virtue of Article 125 A III of the *Code général des impôts*, subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty.

Furthermore, according to Article 238 A of the *Code général des impôts*, interest and other revenues on such Notes are not deductible from the Issuer's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State (the **Deductibility Exclusion**). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 bis 2 of the *Code général des impôts*, at a rate of 30 per cent. or 75 per cent., subject to the more favourable provisions of an applicable double tax treaty.

Notwithstanding the foregoing, the Law provides that neither the 75 per cent. withholding tax set out under Article 125 A III of the *Code général des impôts* nor, to the extent the relevant interest or other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the Deductibility Exclusion and the related withholding tax set out under Article 119 bis, 2 of the *Code général des impôts* will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes were not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**).

Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211 n°550 and 990, BOI-RPPM-RCM-30-10-20-40-20140211 n°70 and BOI-IR-DOMIC-10-20-20-60-20150320, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411.1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the operations of a central depository or of a securities clearing systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

The Notes, which will be admitted to trading on the regulated market of Euronext in Paris, will fall under the Exception. Accordingly, payments of interest and other revenues with respect to the Notes will be exempt from the withholding tax set out under Article 125 A-III of the *Code général des impôts*. In addition, they will be subject neither to the non-deductibility set out under Article 238 A of the *Code général des impôts* nor to the withholding tax set out under Article 119 bis, 2 of the same Code solely on account of their being paid to a bank account opened in a financial institution located in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Furthermore, a Non-French Holder of the Notes will generally not be subject to deduction or withholding of tax imposed by France in respect of gains realized on the sale, exchange or other disposition of the Notes. In addition, no transfer taxes or similar duties are payable in France in connection with the issuance or redemption of the Notes, as well as in connection with the transfer of the Notes, except in case of filing on a voluntary basis.

*Interest paid to individuals who are fiscally domiciled in France*

Pursuant to Article 125 A of the *Code général des impôts* subject to certain limited exceptions, interest and similar revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on interest and other similar revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

*The Directive*

The Directive has been implemented into French law under Articles 199 *ter* and 242 *ter* of the *Code général des impôts* and Articles 49 I *ter* to 49 I *sexies* of the Schedule III to the *Code général des impôts*, which impose on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners resident in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of different categories of interest paid to the beneficial owner.

*Prospective investors are urged to consult their own tax advisors as to French tax considerations relating to the purchase, ownership and disposition of the Notes in light of their particular circumstances.*



## SUBSCRIPTION AND SALE

Barclays Bank PLC, Deutsche Bank AG, London Branch, Merrill Lynch International, Mitsubishi UFJ Securities International plc, Natixis and SMBC Nikko Capital Markets Limited (the **Joint Lead Managers**) have, pursuant to a subscription agreement (the **Subscription Agreement**) dated 24 September 2015, jointly and severally agreed with the Issuer, subject to satisfaction of certain conditions, to subscribe or procure subscribers for the Notes at the issue price of 99.64 per cent. of the principal amount of the Notes, less any applicable commissions. The Subscription Agreement may be terminated in certain circumstances prior to payment being made to the Issuer.

### **General**

Neither the Issuer nor any Joint Lead Manager has made taken or will take any action in any jurisdiction that would, or is intended to, permit a public offering of the Notes, or possession or distribution of this Prospectus (in preliminary, proof or final form) or any other offering or publicity material relating to the Notes (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required. Each Joint Lead Manager has agreed that it will comply to the best of its knowledge and belief with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Notes or has in its possession or distributes this Prospectus (in preliminary, proof or final form) or any such other material, in all cases at its own expense. It will also ensure that no obligations are imposed on the Issuer or any other Joint Lead Manager in any such jurisdiction as a result of any of the foregoing actions.

### **United States of America**

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**). The Notes may not be offered, sold or delivered in or within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)) except in certain transactions exempt from the registration requirements of the Securities Act. The Notes are being offered and sold outside of the United States in “offshore transactions” to non-U.S. persons in reliance on and in accordance with Regulation S

Accordingly, the offer is not being made in the United States and this document does not constitute an offer, or an invitation to apply for, or an offer or invitation to purchase, any Notes in the United States or to U.S. persons (as defined in Regulation S).

Each Joint Lead Manager has agreed that it will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise, until 40 calendar days after the later of the commencement of the offering and the closing date of the offering, within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), and it will have sent to each dealer to which it sells Notes during the 40-day restricted period a confirmation of or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S).

In addition, until 40 calendar days after the commencement of the offering, an offer or sale of the Notes within the United States by a dealer, whether or not it is participating in the offering, may violate the registration requirements of the Securities Act.

## **United Kingdom**

Each Joint Lead Manager has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

## **France**

Each of the Joint Lead Managers and the Issuer has acknowledged that the Notes are being issued outside the Republic of France and, accordingly, each of the Joint Lead Managers and the Issuer has represented and agreed that it has not offered or sold, and will not offer or sell, directly or indirectly, any Notes to the public in the Republic of France, and has not distributed and will not distribute or cause to be distributed in the Republic of France this Prospectus or any other offering material relating to the Notes, except to (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (*investisseurs qualifiés*) acting for their own account, all as defined in, and in accordance with, Articles L. 411-1, L. 411-2 and D. 411-1 of the French *Code monétaire et financier*.

## GENERAL INFORMATION

### 1 Admission to trading

Application has been made for the Notes to be admitted to trading on Euronext Paris as from the Issue Date.

The estimate of the total expenses related to the admission to trading of the Notes is in aggregate €12,000.

### 2 Clearing Systems

The Notes have been accepted for clearance through Euroclear France, Clearstream, Luxembourg and Euroclear with the Common Code number 129350105. The International Securities Identification Number (ISIN) for the Notes is FR0012968931.

The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J.F. Kennedy, L-1855 Luxembourg.

### 3 No significant or material change

Except as disclosed in the relevant sections of the documents incorporated by reference on page 10 of this Prospectus, there has been (i) no significant change in the financial or trading position of the Issuer or the Group since 30 June 2015 and (ii) no material adverse change in the prospects of the Issuer since 30 June 2015.

### 4 Litigation

Except as disclosed in the relevant sections of the documents incorporated by reference on page 10 of this Prospectus, the Issuer is not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and/or the Group.

### 5 Authorisation

The issue of the Notes was authorised pursuant to a resolution of the *Conseil d'administration* of the Issuer dated 26 August 2015 and decisions of Mr. Alexandre Ricard, *Président du Conseil d'administration et Directeur Général* of the Issuer, dated 14 September 2015.

### 6 Material contracts

Except as disclosed in the relevant sections of the documents incorporated by reference on page 10 of this Prospectus, there are, at the date of this Prospectus, no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.

### 7 Conflict of interest

At the date of this Prospectus, there are no conflicts of interest which are material to the issue of the Notes between the duties of the members of the *Conseil d'administration* to the Issuer and their private interests and/or their other duties.

Save as disclosed in Section "Subscription and Sale" on pages 31 and 32 of this Prospectus, to the knowledge of the Issuer, no person involved in the issue of the Notes has an interest material to the issue.

## 8 Documents

Copies of the latest annual report of the Issuer, including its consolidated accounts may be obtained without charge from the specified offices for the time being of the Paying Agents during normal business hours, so long as any of the Notes is outstanding.

For as long as any Notes are outstanding the following documents may be inspected during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), at the office of the Issuer, the Fiscal Agent or the Paying Agent:

- (i) this Prospectus;
- (ii) the Agency Agreement;
- (iii) the *statuts* of the Issuer; and
- (iv) the audited consolidated annual accounts of the Issuer for the two latest fiscal years (which at the date of this Prospectus comprise the Issuer's audited consolidated accounts for the fiscal years ended 30 June 2014 and 30 June 2015).

This Prospectus will be published on the website of the *Autorité des marchés financiers* ([www.amf-france.org](http://www.amf-france.org)) and on the website of the Issuer ([www.pernod-ricard.com](http://www.pernod-ricard.com)).

## 9 Auditors

The statutory auditors of the Issuer are Mazars (Exaltis, 61, rue Henri Regnault 92075 Paris-La Défense, France) and Deloitte & Associés (185, avenue Charles-de-Gaulle 92524 Neuilly-sur-Seine, France) (both entities are members of the *Compagnie régionale des Commissaires aux Comptes de Versailles* and are regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux Comptes*). Mazars and Deloitte & Associés have audited and rendered unqualified audit reports on the consolidated financial statements of the Issuer for each of the fiscal years ended 30 June 2014 and 30 June 2015.

## 10 Yield

The yield of the Notes is 1.924 per cent. per year. It is not an indication of future yield.

## REGISTERED OFFICE OF THE ISSUER

**Pernod Ricard**  
12, place des Etats-Unis  
75016 Paris  
France

## FISCAL AGENT, CALCULATION AGENT, PRINCIPAL PAYING AGENT AND PAYING AGENT

**BNP Paribas Securities Services**  
Les Grands Moulins de Pantin  
9, rue du Débarcadère  
93500 Pantin  
France

## AUDITORS OF THE ISSUER

**Mazars**  
Exaltis  
61, rue Henri Regnault  
92075 Paris-La Défense  
France

**Deloitte & Associés**  
185, avenue Charles-de-Gaulle  
92524 Neuilly-sur-Seine  
France

## LEGAL ADVISERS

*To the Issuer as to French law*

**Debevoise & Plimpton LLP**  
4, place de l'Opéra  
75002 Paris  
France

*To the Joint Lead Managers as to French law*

**Linklaters LLP**  
25, rue de Marignan  
75008 Paris  
France