

Prospectus dated 5 April 2022



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

€750,000,000 1.375 per cent. Sustainability-Linked Notes due 7 April 2029
Issue Price: 98.763 per cent.

The €750,000,000 aggregate principal amount of 1.375 per cent. Sustainability-Linked Notes due 7 April 2029 (the "**Notes**") of Pernod Ricard (the "**Issuer**") will be issued on 7 April 2022 (the "**Issue Date**") in the denomination of €100,000 each.

Each Note will bear interest on its outstanding principal amount from (and including) the Issue Date to (but excluding) 7 April 2029 (the "**Maturity Date**") at a fixed rate of 1.375 per cent. *per annum* (the "**Original Rate of Interest**"), as adjusted as the case may be pursuant to Condition 4 (*Interest*) of the Terms and Conditions of the Notes, payable annually in arrear on 7 April in each year and commencing on 7 April 2023, as further described under "Terms and Conditions of the Notes – Interest".

If a Sustainability Trigger Event has occurred as at the Target Observation Date (each term as defined in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes), the rate of interest payable as from the Interest Step-Up Date (as defined in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes) will be increased by the Interest Step-Up Margin, until the redemption in full of the Notes, all as more fully described in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes. Investors should have regard to the section "Description of the Issuer's Sustainability Performance Targets", which describes the basis on which the Issuer and the External Verifier will assess whether the Sustainability Performance Targets have been met.

The Issuer may, at its option, (i) from (and including) 7 January 2029 (being the Pre-Maturity Call Option Start Date as defined in Condition 6.3.1) to (but excluding) the Maturity Date (as defined below), redeem the Notes outstanding on any such date, in whole (but not in part), at their outstanding principal amount plus accrued and unpaid 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 the Notes, in whole or in part, prior to the Pre-Maturity Call Option Start Date and in accordance with the provisions set out under "Terms and Conditions of the Notes – Redemption and Purchase – Redemption at the Option of the Issuer – Make-Whole Call Option" and (iii) prior to the Maturity Date, redeem the Notes, in whole (but not in part), at their outstanding principal amount plus accrued and unpaid interest, if 75 per cent. of the Notes have been redeemed or purchased and cancelled, in accordance with the provisions set out under "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 their outstanding principal amount plus accrued and unpaid interest in the event of certain tax changes, as further described under "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 outstanding principal amount plus accrued and unpaid interest, as further described under "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 outstanding principal amount on their Maturity Date.

This document (including the documents incorporated by reference) constitutes a prospectus (the "**Prospectus**") for the purposes of the Regulation (EU) No. 2017/1129 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 Regulation**").

Application has been made to the *Autorité des marchés financiers* in France (the "**AMF**") in its capacity as competent authority pursuant to the Prospectus Regulation for the approval of this Prospectus for the purposes of the Prospectus Regulation. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

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 *et seq.* and R.211-1 *et seq.* 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 under "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 Global Ratings and Baa1 by Moody's Investors Service. The long-term debt of the Issuer has been assigned a rating of BBB+ (with stable outlook) by Standard & Poor's Global Ratings and Baa1 (with stable outlook) 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 Global Ratings 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/supervision/credit-rating-agencies/risk) as of the date of this Prospectus. Standard & Poor's Global Ratings and Moody's Investors Service are not established in the United Kingdom and are not registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). The ratings of the Notes have been endorsed by S&P Global Ratings UK Limited and Moody's Investors Service Ltd., respectively, in accordance with UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Standard & Poor's Global Ratings and Moody's Investors Service may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

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 "*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).

Copies of this Prospectus will be published on the website of the AMF (www.amf-france.org).

SOLE SUSTAINABILITY-LINKED STRUCTURING ADVISOR

NATIXIS

ACTIVE JOINT LEAD MANAGERS

BARCLAYS

BNP PARIBAS

DEUTSCHE BANK

HSBC

NATIXIS

SOCIETE GENERALE

CORPORATE & INVESTMENT BANKING

PASSIVE JOINT LEAD MANAGERS

CIC MARKET SOLUTIONS

J.P. MORGAN

MORGAN STANLEY

SEB

WELLS FARGO SECURITIES

This Prospectus comprises a prospectus for the purposes of Regulation (EU) No. 2017/1129, as amended (the "**Prospectus Regulation**") 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, the rights attaching to the Notes and the reasons of the issuance and its impact on the Issuer.

Certain information contained in this Prospectus and/or documents incorporated by reference herein 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 section "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 the section "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 "Risk Factors" 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 EEA, the United States, the United Kingdom, France, the Republic of Italy and Singapore (see section "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.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by the European Securities and Markets Authority ("**ESMA**") on 5 February 2018 has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA ("EEA") RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors (as defined above) in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any such retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UNITED KINGDOM ("UK") RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Singapore Securities and Futures Act Product Classification – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Suitability of investment in the Notes

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 (including, but not limited to, the sustainability performance target interest rate step-up mechanism described in the Terms and Conditions 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 (including, but not limited to, the sustainability performance target interest rate step-up mechanism described in the Terms and Conditions of the Notes) 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.

Considerations for investors relating to the credit rating of the Notes

The rating assigned to the Notes by the rating agency is based on the Issuer's financial situation, but takes into account other relevant structural features of the transaction, including, inter alia, the terms of the Notes, and reflects only the views of the rating agency. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this paragraph, and other factors that may affect the value of the Notes. The rating addresses the likelihood of full and timely payment to the Noteholders of all payments of interest on each interest payment date and repayment of principal on the final payment date. There is no assurance that any such rating will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by the rating agency as a result of changes in or unavailability of information or if, in the rating agency's judgement, circumstances so warrant. A credit rating and/or a corporate rating are not a recommendation to buy, sell or hold securities. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes.

Considerations on taxation

Potential 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 (including as a result of change in law). Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes.

A number of Member States of the European Union are currently negotiating to introduce a financial transactions tax ("FTT") in the scope of which transactions in the Notes may fall. The scope of any such tax is still uncertain as well as any potential timing of implementation. If an FTT applying to debt instruments is adopted transactions in the Notes would be subject to higher costs, and the liquidity of the market for the Notes may be diminished. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Consideration on potential conflict of interest with the Joint Lead Managers

Certain of the Joint Lead Managers (as defined in the section "Subscription and Sale") 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.

Notes issued as "Sustainability-Linked Bonds"

There is no legal, regulatory or market definition of or standardized criteria for what constitutes a "sustainability-linked", "Climate KPI-linked", "ESG-linked" or other equivalently labelled finance instrument

There is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "sustainability-linked", a "Climate KPI-linked", "ESG-linked" or an equivalently labelled financial instrument. Legislative and non-governmental developments in respect of sustainable finance are numerous and continue to evolve, and such legislation, taxonomies, standards or other investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable laws or regulations or by its own by-laws or investment portfolio mandates, in particular with regard to the climate KPI-linked or sustainability-linked objectives, may determine that the Notes do not qualify under such legislation, taxonomy, standard or other investment criteria.

The Notes will not be included in any dedicated sustainability-linked or other equivalently-labelled index or segment of a stock exchange or securities market, and any such inclusion may cease at any time

The Notes will not be included in any dedicated sustainability-linked bond, ESG-related securities or other equivalently-labelled index. Additionally, even if the Notes were included in any such index or were, or were intended to be, listed, or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Joint Lead Managers or the Issuer that such inclusion, listing or admission will be obtained or maintained for the lifetime of the Notes. Inclusion, listing or admission therein may cease at any time due to action by the index provider, the stock exchange or securities market or the Group, including upon the occurrence of an interest step-up following the non-achievement of any Sustainability Performance Target.

Second Party Opinions, SPO Provider and External Verifier

For the issue of the Notes, the Issuer has requested, and may request in the future, a provider of second party opinions (the "**SPO Provider**") to issue a second party opinion (the "**Second Party Opinion**") or a revised Second Party Opinion in relation to the Issuer's sustainability-linked financing framework (the "**Sustainability-Linked Financing Framework**"). The Second Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security. The Second Party Opinion is a statement of opinion, not a statement of fact. As at the date of this Prospectus, the providers of such opinion and certifications are not subject to any specific regulatory or other regime or oversight. In addition, the Issuer may also engage one or more external verifier to carry out the relevant assessments required for the purposes of providing an Assurance Report and an SPT Verification Assurance Certificate (each as defined in Condition 4.2.3 (*Reporting of Sustainability Performance Targets*) of the Terms and Conditions of the Notes) (the "**External Verifier**"). Any Second Party Opinion, any Assurance Report and any SPT Verification Assurance Certificate will be accessible through the Issuer's website by clicking [here](#). However, any information on, or accessible through, such website and the information in such Second Party Opinion or any past or future Assurance Report or SPT Verification Assurance Certificate do not form part of this Prospectus and should not be relied upon in connection with making any investment decision with respect to the Notes. **In addition, no assurance or representation is given by the Issuer, nor any other member of the Group, the Joint Lead Managers, the SPO Provider or any External Verifier as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of the Notes. The Noteholders have no recourse against the Issuer, any member of the Group or the Joint Lead Managers for the contents of any such opinion, certification or verification. Any such opinion, report or certification and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus**

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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.

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 not identified at the date of this Prospectus or which are not considered likely to have, at this same date, a significant negative impact on the Issuer's business, financial situation and results, its perspectives, its development or securities 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) and reach their own views prior to making any investment decision.

In accordance with the provisions of Article 16 of the Prospectus Regulation, the risk factors have been presented in a limited number of categories depending on their nature. The risks which the Issuer considers to be the most material are set out first in each category, with the remaining risk factors in each category set out in descending order of materiality (and in no particular order of importance between categories).

References in this section "Risk Factors" to other defined terms are to the terms as defined in the Terms and Conditions of the Notes. Words and expressions defined in the other sections of this Prospectus shall have the same meaning in this section.

1. RISK FACTORS RELATING TO THE ISSUER

The risk factors relating to the Issuer are limited to those that are specific to the Issuer and material to an informed investor's decision to invest in the Notes. In assessing the materiality of each risk, the Issuer has considered their potential impact and the potentiality of their occurrence taking into account the control measures to limit the impact and the probability of such risks on the Issuer.

The risks relating to the Issuer are set out on pages 100 to 103, 149 to 171, 222 to 223 and 233 to 234 of the 2021 Universal Registration Document (as defined in the section "Documents Incorporated by Reference") and include the following:

- Risks relating to business activities (including risks relating to geopolitical and macroeconomic instability, pressure on prices and margins, cyberattack, fast changing consumer behaviors, talent management, negative media coverage, supply chain disruptions, S&R strategy and fraud);
- Industrial and environmental risks (including, loss of major site/strategic inventory, toxic contamination, climate change and environmental damage, product quality issues and health and safety risk);
- Legal and regulatory risks (including regulatory changes (business ethics, taxes and levies), anti-alcohol environment and regulations, counterfeiting/IP rights and major litigation); and
- Financial risks (including FX, interest rate and credit and pensions).

2. RISK FACTORS RELATING TO THE NOTES

Factors which the Issuer believes are specific to the Notes and material for an informed investment decision with respect to investing in the Notes are described below.

2.1 Economic and Legal Risks relating to the Notes

Credit risk of the Issuer

As contemplated in Condition 2 (*Status of the Notes*) of the Terms and Conditions of the Notes, the principal and interest of the Notes constitute direct, unsubordinated and (subject to Condition 3 (*Negative Pledge*) of the Terms and Conditions of the Notes) unsecured obligations of the Issuer. However, an investment in the Notes involves taking

credit risk on the Issuer. The market value of the Notes will depend on the creditworthiness of the Issuer (which may be impacted by the risks related to the Issuer as described above). As at the date of this Prospectus, the Issuer has been assigned a long-term issuer rating of BBB+ by Standard & Poor's Global Ratings and Baa1 by Moody's Investors Service. If the creditworthiness of the Issuer deteriorates, the Issuer may not be able to fulfil all or part of its payment obligations under the Notes, which could materially and negatively impact the Noteholders and they may lose all or part of their investment.

Market value of the Notes

Application has been made for the Notes to be admitted to trading on Euronext Paris as from the Issue Date. The market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors.

The value of the Notes on Euronext Paris depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which such Notes are traded. The price at which a Noteholder will be able to sell such Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. For example, the Issuer is rated BBB+ (with stable outlook) by Standard & Poor's Global Ratings and Baa1 (with stable outlook) by Moody's Investors Service and any negative change in the creditworthiness of the Issuer could negatively affect the trading price for the Notes and hence Noteholders may lose part of their investment.

French insolvency law

The Issuer is a *société anonyme* with its registered office in France. In the event that the Issuer becomes insolvent, insolvency proceedings will be generally governed by the insolvency laws of France to the extent that the "centre of main interests" (as construed under Regulation (EU) 2015/848, as amended) of the Issuer is located in France (which is the case today).

According to French insolvency law (as in effect from 1 October 2021, following the implementation of Directive (EU) 2019/1023 by *Ordonnance* 2021-1193 dated 15 September 2021), "affected parties" (including notably creditors, and therefore the Noteholders) may be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that reflect a sufficient commonality of economic interest based on objective and ascertainable criteria. Noteholders will no longer deliberate on the proposed restructuring plan(s) in a separate assembly, meaning that they will no longer benefit from a specific veto power on the proposed plan(s). Instead, as any other affected parties, the Noteholders will be grouped into classes of affected parties (with potentially other creditors) and their dissenting vote may possibly be overridden through the positive vote of the class(s) to which they belong or by a cross-class cram down sanctioned by the court. Although likely that Noteholders would be grouped within the same class for the purpose of proceedings affecting the Issuer, it cannot entirely be ruled out that Noteholders would be grouped into different classes based on objective and ascertainable criteria that would then prevail.

The commencement of insolvency proceedings against the Issuer would have a material adverse effect on the market value of the Notes. As a consequence, any decisions taken by a class of affected parties could negatively and significantly impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover all or part of the amounts due to them from the Issuer.

No direct access to subsidiaries' cash flows or assets

The Issuer is a holding company. Noteholders 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. As a result, Noteholders will only rely on the Issuer's cash flows or assets to obtain payment under the Notes and, should the Issuer become insolvent, lose a substantial part of their investment in the Notes.

The secondary market for the Notes

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. Events in France, Europe or elsewhere may cause market volatility or such volatility may adversely affect the price of the Notes or economic and market conditions may have other adverse effect.

Although the Notes are expected to be admitted to trading on Euronext Paris as from the Issue Date, the Notes may not be admitted or an active market may not develop.

The yield of the Notes is 1.563 per cent. *per annum* and is calculated on the basis of the issue price of the Notes and assuming that no Interest Step-Up is applicable in accordance with Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*). However, Noteholders may not be able to sell their Notes in the secondary market (in which case the market or trading price and liquidity may be adversely affected) or may not be able to sell their Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Hence, Noteholders may receive a lower yield than anticipated at the time of the issue.

Interest rate risks

Each Note bears interest on its outstanding principal amount, from (and including) the Issue Date, at the rate of 1.375 per cent. *per annum*, subject to being increased pursuant to Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*), payable annually in arrear on 7 April in each year in accordance with Condition 4 (*Interest*) of the Terms and Conditions of the Notes.

Investment in the Notes involves the risk that subsequent changes in market interest rates may affect the value and the yield of the Notes and Noteholders may receive lower return on the Notes than anticipated at the time of the issue.

2.2 Risks related to the particular features of the Notes

Risks that may result from the structure of the financial incentives of the Notes

As provided in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes, an Interest Step-Up will apply to the Notes upon the occurrence of a Sustainability Trigger Event. A Sustainability Trigger Event may occur if the Group fails to satisfy any Sustainability Performance Target on the Target Observation Date.

Although the Original Rate of Interest is subject to an upward adjustment if a Sustainability Trigger Event occurs, the Notes may not satisfy a Noteholder's requirements or any future legal or quasi legal standards for investment in assets with sustainability characteristics. In particular, the Notes are not being marketed as "green bonds", "social bonds" or "sustainable bonds" as the net proceeds of the issue of the Notes will be used for the Issuer's general corporate purposes. The Issuer does not commit to (i) allocate all or any part of the net proceeds specifically to projects or business activities meeting sustainability criteria or (ii) be subject to any other limitations or requirements that may be associated with green bonds, social bonds or sustainability bonds in any particular market. In this context, there may be adverse environmental, social and/or other impacts resulting from the Group's efforts to achieve the Sustainability Performance Targets or from the use of the net proceeds from the offering of the Notes.

In addition, the interest rate adjustment as contemplated by Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes will depend on the Group achieving, or not achieving, the Sustainability Performance Targets which may be inconsistent with or insufficient to satisfy Noteholder's requirements or expectations. The Group's Sustainability Performance Targets are aimed at (a) reducing the absolute greenhouse gas emissions (Scope 1 and Scope 2) of the Group and (b) reducing the water consumption of the distilleries of the Group as further described in the section "Description of the Issuer's Sustainability Performance Targets" of this Prospectus. The Issuer has not obtained a third-party analysis of the definition of the Water Consumption KPI or how such definition and the related Water Consumption Sustainability Performance Target relate to any sustainability-related standards. The Group's Sustainability Performance Targets are therefore uniquely tailored to the Group's business, operations and capabilities, and they do not easily lend themselves to benchmarking against similar sustainability performance targets, and the related performance, of other issuers.

In addition, any future investments the Issuer makes in furtherance of the Sustainability Performance Targets may not meet Noteholder's expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact.

Achieving the Sustainability Performance Targets or any similar sustainability performance target will require the Issuer to expend significant resources, while not meeting such target would result in increased interest payments and could expose the Issuer to reputational risks

As described in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes and as further described in the section entitled "Description of the Issuer's Sustainability Performance Targets" of this Prospectus and in the Sustainability-Linked Financing Framework, achieving the Sustainability Performance Targets will require the Group to (i) reduce the Group's GHG emissions (Scopes 1 and 2) by at least 26 per cent. by the Target Observation Date as compared to the 2018 Base Year and (ii) reduce the water consumption by at least 12.5 per cent. by the Target Observation Date as compared to the 2018 Base

Year. As a result, achieving the Sustainability Performance Targets will require the Group to expend significant resources.

Although the failure by the Group to satisfy any of the Sustainability Performance Targets on the Target Observation Date will give rise to an Interest Step-Up as described in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes, such failure and the failure to publish the SPT Verification Assurance Certificate shall not constitute an Event of Default nor a breach of the Issuer's obligations under the Notes and the Issuer will not be required, nor will Noteholders be entitled to require the Issuer, to repurchase or redeem any Notes in such circumstances.

The failure of the Group to achieve any of its Sustainability Performance Targets or any such similar sustainability performance targets the Issuer may choose to include in its Sustainability-Linked Financing Framework or in any future financings would not only result in an Interest Step-Up, the payment of a premium or other relevant financing arrangements, but could also harm the Issuer's reputation, the consequences of which could, in each case, have a material adverse effect on the Issuer, its business prospects, its financial condition or its results of operations and ultimately its ability to fulfil its payments obligations in respect of the Notes.

Furthermore, certain Noteholders may have portfolio mandates or may wish to dispose of their Notes and/or the Notes may be excluded from any Environmental, Social and Governance ("ESG")-related securities or other equivalently-labelled index upon the occurrence of an Interest Step-Up upon the failure to satisfy a Sustainability Performance Target or to respect a reporting obligation, even if the resulting Interest Step-Up has the effect of increasing the yield on the Notes, which may have material consequences for the future trading prices of the Notes and/or the liquidity of the Notes.

Risks of change in standards and guidelines and of recalculation

The Sustainability Performance Targets of the Group are calculated in accordance with standards and guidelines mentioned in the section "Description of the Issuer's Sustainability Performance Targets" of this Prospectus and defined in Condition 4.2.5 (*Recalculation*) of the Terms and Conditions of the Notes, in particular the GHG Protocol Standard and the SBTi Criteria which are used in relation to the GHG Emissions KPI.

These standards and guidelines mentioned above may change over time and the Group will apply these as they may be amended and updated from time to time to calculate its Key Performance Indicators. As a consequence, the way in which the Group calculates its Key Performance Indicators may also change over time. Such change (in particular in the calculation methods) could lead to an increase or decrease of the performance of the Group in relation to any of its Key Performance Indicators while still being able to satisfy the Sustainability Performance Targets and avoiding the occurrence of a Sustainability Trigger Event (as defined in the Terms and Conditions of the Notes below) and the Interest Step-Up related thereto (as defined in the Terms and Conditions of the Notes below).

More generally, any material change in (i) the methodology of any KPI, (ii) a regulation which is relevant to the determination of any KPI, (iii) the data due to better data accessibility, or (iv) the perimeter of the Group as a result of any acquisition, amalgamation, demerger, merger, corporate reconstruction or disposal, where any such change, taken individually or in aggregate, has a significant impact on the levels of the Sustainability Performance Targets, may give rise to a recalculation of the Key Performance Indicator used as a baseline, on the 2018 Base Year and/or the Sustainability Performance Targets. Any such recalculation may be made without the prior consultation of the Noteholders to the extent it does not have any material adverse effect on the interests of the Noteholders, as further specified in Condition 4.2.5 (*Recalculation*) of the Terms and Conditions of the Notes.

The way in which the Issuer calculates the Key Performance Indicators may therefore change over time and may impact the ability of the Issuer to meet the Sustainability Performance Target(s). In addition, the way in which the Issuer calculates the level of the KPIs for the 2018 Base Year may also change over time. As a consequence, any of the changes mentioned above may not be in line with Noteholders' expectations and may therefore have a negative effect on the market value of the Notes.

The legal and regulatory framework relating to "sustainability-linked", "Climate KPI-linked", "ESG-linked" or other equivalently labelled finance instrument is still evolving

Although the Issuer has obtained a Second Party Opinion in relation to the alignment of the Sustainability-Linked Financing Framework to the 2020 Sustainability-Linked Bond Principles published by the International Capital Markets Association (ICMA), the 2020 Sustainability-Linked Bond Principles have been developed as voluntary industry guidelines and no supervisory nor regulatory authority has passed on the content or adequacy of the 2020 Sustainability-Linked Bond Principles. Second party opinion providers are not currently subject to any specific regulatory or other regime or oversight. If laws and regulations evolve, the 2020 Sustainability-Linked Bond Principles and/or the Second Party Opinion may not be sufficient for these purposes, which in turn could have material

consequences for the future trading prices of the Notes and/or the liquidity of the Notes and require Noteholders with portfolio mandates to invest in sustainability-linked or climate KPI-linked assets to dispose of the Notes.

2.3 Risks relating to the structure of the Notes affecting the rights of the Noteholders

No limitation on issuing debt and limited restrictive covenants

There is no restriction in the Notes on the amount of debt which the Issuer or its Subsidiaries may incur. Any such further debt may reduce the amount recoverable by the Noteholders upon liquidation or insolvency of the Issuer. As contemplated in Condition 3 (*Negative Pledge*), the Terms and Conditions of the Notes contain a negative pledge that prohibits the Issuer and its Principal Subsidiaries in certain circumstances from creating security over assets, but only to the extent that such is used to secure other bonds or similar listed (or capable of being listed) debt securities on a regulated market or another assimilated market and there are certain exceptions to the negative pledge. The Terms and Conditions of the Notes do not contain any other covenants restricting the operations of the Issuer, or its ability to distribute dividends or buy back shares. The Issuer's Subsidiaries are not bound by obligations of the Issuer under the Notes and are not guarantors of the Notes. These limited restricted covenants and the absence of limitation of issuing further debt may not provide sufficient protection for Noteholders which could materially and negatively impact the Noteholders and increase the risk of losing all or part of their investment in the Notes.

The Notes are subject to early redemption by the Issuer

The Issuer reserves the right to purchase the Notes in the open market or otherwise at any price in accordance with applicable regulations. Such transactions shall have no impact on the normal repayment schedule of outstanding Notes, but they decrease the yield of such Notes so purchased and then redeemed by the Issuer prior to their stated maturity and potentially reduce the liquidity of the Notes.

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 the Notes in accordance with Condition 6.2 (*Redemption for Taxation Reasons*) of the Terms and Conditions of the Notes or Condition 6.3 (*Redemption at the Option of the Issuer*) of the Terms and Conditions of the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. As a consequence, the yields received upon redemption may be lower than expected. This may also be true prior to any redemption period.

In respect of Condition 6.3.1 (*Pre-Maturity Call Option*) of the Terms and Conditions of the Notes, the Issuer has the option to redeem the outstanding Notes, in whole (but not in part), at their outstanding principal amount plus accrued and unpaid interest up to (but excluding) the date fixed for redemption.

During a period when the Issuer may elect to redeem Notes, the Notes may feature a market value not above the price at which they can be redeemed. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received upon such early redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price paid for such Notes by the Noteholder where the purchase price was above par. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. However, the redeemed face amount of the Notes may not be below par. In addition, Noteholders that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than such redeemed Notes.

In respect of Condition 6.3.3 (*Clean-Up Call Option*) of the Terms and Conditions of the Notes, if 75 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 outstanding principal amount plus accrued and unpaid interest up to (but excluding) the date fixed for redemption. In particular, there is no obligation for the Issuer to inform Noteholders 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.

In addition, a partial redemption of the Notes, in particular pursuant to Condition 6.3.2 (*Make-Whole Call Option*), may also adversely affect liquidity for the remaining outstanding Notes.

All of the above may reduce the profits Noteholders may have expected in subscribing the Notes and could have a materially adverse impact on the Noteholders.

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

Following the occurrence of a Change of Control Event and depending on the number of Notes in respect of which the Put Option pursuant to Condition 6.4 (*Redemption or Purchase following a Change of Control Event*) of the Terms and Conditions of the Notes 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. Therefore, Noteholders not having exercised their put options may not be able to sell their Notes on the market and may have to wait until the Maturity Date to obtain redemption of their investments in the Notes, which may have an adverse impact on the Noteholders and reduce the profits anticipated by the Noteholders at the time of the issue.

Modification and waivers

Condition 11 (*Meetings of Noteholders*) of the Terms and Conditions of the Notes contains provisions for calling meetings of Noteholders or consulting them by way of written resolutions 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 General Meetings or did not consent to the Written Resolutions and Noteholders who voted in a manner contrary to the majority. Noteholders may through General Meetings or Written Resolutions deliberate on proposals relating to the modification of the Conditions of the Notes subject to the limitation provided by French law. If a decision is adopted by a majority of Noteholders and such modifications were to impair or limit the rights of the Noteholders, this may have an impact on the market value of the Notes and hence Noteholders may lose part of their investment.

By exception to the above provisions, Condition 11.8 (*Exclusion of certain provisions of the French Code de Commerce*) provides that changes in the corporate form of the Issuer, or a merger or a demerger relating to an intra-group reorganisation within the current group perimeter, where the entity which will assume the liabilities of the Issuer under the Notes is incorporated in a member country of the Organisation for Economic Co-operation and Development (OECD), will not require prior approval by the General Meeting of the Noteholders and consequently, the provisions of Article L.228-65 I 1°, in relation to proposed changes in the corporate form of the Issuer only, and 3°, in relation to the proposed merger or demerger of the Issuer, in the context of such intra-group reorganisation of the French *Code de commerce*, and the related provisions of the French *Code de commerce*, shall not apply to the Notes. As a result of these exclusions, the prior approval of the Noteholders will not have to be obtained on any such matters which may affect their interests generally.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the sections from the following documents identified in the cross-reference table below which are incorporated by reference in, and shall form part of, this Prospectus (the "**Documents Incorporated by Reference**"):

- the French language *2021/2022 Rapport Financier Semestriel* dated 10 February 2022 which includes the half-yearly consolidated financial statements of the Issuer (the "**2022 Half-Year Financial Report**") for the period from 1 July 2021 to 31 December 2021 prepared in accordance with IAS – 34 standard of the IFRS as adopted by the European Union applicable to interim financial information and the auditor's review report on such interim financial information (available by clicking on the following hyperlink: click [here](#));
- the French language *2020/2021 Document d'Enregistrement Universel* dated 22 September 2021 which received reference no. D.21-0806 from the AMF ("**2021 Universal Registration Document**") and which includes the audited annual consolidated financial statements of the Issuer as at 30 June 2021 prepared in accordance with IFRS as adopted by the European Union and the auditors' report on such audited annual consolidated financial statements (available by clicking on the following hyperlink: click [here](#)); and
- the French language *2019/2020 Document d'Enregistrement Universel* dated 23 September 2020 which received reference no. D.20-0821 from the AMF ("**2020 Universal Registration Document**") and which includes the audited annual consolidated financial statements of the Issuer as at 30 June 2020 prepared in accordance with IFRS as adopted by the European Union and the auditors' report on such audited annual consolidated financial statements (available by clicking on the following hyperlink: click [here](#))

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 Documents Incorporated by Reference will be available on the website of the Issuer (www.pernod-ricard.com/fr) and (except the 2022 Half-Year Financial Report) on the website of the *Autorité des marchés financiers* (www.amf-france.org). 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 Documents Incorporated by Reference are available on the Issuer's website (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 Regulation, information can be found in such Documents Incorporated by Reference or this Prospectus in accordance with the following cross-reference table (in which the numbering refers to the relevant items of Annex 7 of the Commission Delegated Regulation No. 2019/980 supplementing the Prospectus Regulation). Any information not listed in the cross-reference list but included in the documents incorporated by reference is given for information purposes only.

Annex 7 of the Commission Delegated Regulation (EU) No. 2019/980 of 14 March 2019	2022 Half-Year Financial Report (page number)	2021 Universal Registration Document (page number)	2020 Registration Document (page number)
1. PERSONS RESPONSIBLE			
2. STATUTORY AUDITORS			
2.1 Names and addresses of the Issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).		305	
3. RISK FACTORS			
3.1. A description of the material risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'. In each category the most material risks, in the assessment of the Issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the Issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.		100-103 ; 149-171; 222-223 ; 233-234	
4. INFORMATION ABOUT THE ISSUER			
4.1. <u>History and development of the Issuer</u>		12-13	
4.1.1 The legal and commercial name of the Issuer.		304	
4.1.2 The place of registration of the Issuer, its registration number and legal entity identifier ('LEI').		304	
4.1.3 The date of incorporation and the length of life of the Issuer, except where the period is indefinite.		304	

Annex 7 of the Commission Delegated Regulation (EU) No. 2019/980 of 14 March 2019	2022 Half-Year Financial Report (page number)	2021 Universal Registration Document (page number)	2020 Registration Document (page number)
4.1.4 The domicile and legal form of the Issuer, the legislation under which the Issuer operates, its country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the Issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.		304	
4.1.6 Credit ratings assigned to the Issuer at the request or with the cooperation of the Issuer in the rating process.		222	
5. BUSINESS OVERVIEW			
5.1. <u>Principal activities</u>		2-3	
5.1.1 A brief description of the Issuer's principal activities stating the main categories of products sold and/or services performed;		2-3 ; 14-15 ; 18-19 ; 34	
5.1.2 The basis for any statements made by the Issuer on its competitive position.		2-3	
6. ORGANISATIONAL STRUCTURE			
6.1. If the Issuer is part of a group, a brief description of the group and the Issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.		12-35	

Annex 7 of the Commission Delegated Regulation (EU) No. 2019/980 of 14 March 2019	2022 Half-Year Financial Report (page number)	2021 Universal Registration Document (page number)	2020 Registration Document (page number)
7. TREND INFORMATION			
7.1 A description of: (a) any material adverse change in the prospects of the Issuer since the date of its last published audited financial statements; and (b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published to the date of the registration document. If neither of the above are applicable then the Issuer should include (an) appropriate negative statement(s).	28	179	
9. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES			
9.1 Names, business addresses and functions within the Issuer of the following persons and an indication of the principal activities performed by them outside of that 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.		28-31 ; 38-58 ; 95	
9.2 Administrative, management, and supervisory bodies conflicts of interests Potential conflicts of interests between any duties to the Issuer, 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 must be made.		55	

Annex 7 of the Commission Delegated Regulation (EU) No. 2019/980 of 14 March 2019	2022 Half-Year Financial Report (page number)	2021 Universal Registration Document (page number)	2020 Registration Document (page number)
10. MAJOR SHAREHOLDERS			
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.		90-92 ; 306-311	
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.		56 ; 88-90 ; 306-311	
11. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFITS AND LOSSES			
11.1 <u>Historical financial information</u>			
- Consolidated balance sheet	8	188-189	166-167
- Consolidated income statement	6	186	164
- Consolidated statement of cash flows	11	191	169
- Consolidated statement of changes in equity	9-10	190	168
- Accounting policies and explanatory notes	12-29	192-239	170-217
11.2. <u>Auditing of historical financial statements</u>	30 (limited review report)	240-243	218-222
11.2.1a Audit reports on the historical financial information have been refused by the statutory auditors or where they contain qualifications, modifications of opinion			218
11.3. <u>Legal and arbitration proceedings</u>	19 ; 27-28	163-167 ; 171 ; 233-234 ; 256-257	
12. MATERIAL CONTRACTS		181-184	

TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes will be as follows:

The issue of the €750,000,000 aggregate principal amount of 1.375 per cent. Sustainability-Linked Notes due 7 April 2029 (the "**Notes**") of Pernod Ricard (the "**Issuer**") has been authorised pursuant to a resolution of the *Conseil d'administration* of the Issuer, adopted on 9 February 2022, and decisions of Mr. Alexandre Ricard, *Président du Conseil d'administration et Directeur Général of the Issuer*, made on 1 April 2022. The Issuer has entered into (i) an agency agreement (the "**Agency Agreement**") dated 5 April 2022 with Société Générale, as fiscal agent, principal paying agent and calculation agent for the purposes of the Conditions (except Condition 6.3.2 (*Make-Whole Call Option*)) (the "**Fiscal Agent**", the "**Paying Agent**" and the "**Calculation Agent**") and (ii) a make-whole calculation agency agreement (the "**Make-Whole Calculation Agency Agreement**") dated 5 April 2022 with Conv-Ex Advisors Limited as make-whole calculation agent (the "**Make-Whole Calculation 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 *et seq.* and R.211-1 *et seq.* 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 S.A. ("**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 (*Negative Pledge*) 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 shall not, and shall procure that none of its Principal Subsidiaries (as defined below) 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 (as defined below) incurred by it or any of its Principal Subsidiaries or (2) any guarantee in respect of any Relevant Indebtedness incurred by it or any of its Principal Subsidiaries 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 (as defined below) of the Issuer:

- (a) 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

- (b) 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 (b) 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 (a).

"Relevant Indebtedness" means any present or future indebtedness for borrowed money represented by bonds (*obligations*) or other debt 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

4.1 Interest Payment Dates, Rate of Interest

Each Note bears interest on its outstanding principal amount, from (and including) 7 April 2022 (the **"Issue Date"**), at the rate of 1.375 per cent. *per annum* (the **"Original Rate of Interest"**), adjusted where relevant pursuant to Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) (the then prevailing rate of interest being herein referred to as the **"Rate of Interest"**). Interest is payable annually in arrear on 7 April in each year (an **"Interest Payment Date"**) commencing on 7 April 2023.

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 in relation to each Note as the product (rounded to the nearest cent (half a cent being rounded upwards) of (i) the relevant Rate of Interest, (ii) the outstanding principal amount of such Note, and (iii) the Day Count Fraction. **"Day Count Fraction"** means, a fraction determined (in accordance with the Actual/Actual (ICMA) convention) as 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. 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"**.

The Calculation Agent shall be responsible for calculating any amount of interest, including the Interest Step-Up Margin, if any, due under this Condition 4 (*Interest*).

4.2 Interest rate adjustment upon the occurrence of a Sustainability Trigger Event

4.2.1. Interest Step-Up

- (a) If a Sustainability Trigger Event has occurred, the Rate of Interest will be increased (the **"Interest Step-Up"**) as from (and including) the Interest Step-Up Date, to be equal to the Original Rate of Interest plus 0.25 per cent. (the **"Interest Step-Up Margin"**), until the redemption in full of the Notes, whether at maturity or by early redemption in accordance with the provisions of Condition 6.
- (b) For the avoidance of doubt, if the Issuer has met all the Sustainability Performance Targets, no Interest Step-Up shall apply as provided above.
- (c) For the avoidance of doubt, upon the occurrence of a Sustainability Trigger Event, the Original Rate of Interest payable by the Issuer on all the subsequent Interest Payment Dates, following the Interest Step-Up Date, will be increased by the Interest Step-Up Margin, unless, the Issuer gives notice of its intention to redeem the Notes in accordance with Condition 6.3 (*Redemption at the Option of the Issuer*), and the relevant early redemption date falls prior to the Interest Step-Up Date, in which case, no Interest Step-Up shall apply as provided above, provided that, in the event of a redemption in part of each Note in accordance with Condition 6.3.2 (*Make-Whole Call Option*), the Interest Step-Up shall only apply in respect of the principal amount of each Note which remains outstanding on or after the Interest Step-Up Date, without prejudice to the calculation of the Optional Make-Whole Redemption Amount.

4.2.2. *Notification of Sustainability Trigger Event*

If a Sustainability Trigger Event occurs, the Issuer shall give notice of such Sustainability Trigger Event and the related Interest Step-Up to the Fiscal Agent, the Make-Whole Calculation Agent and, in accordance with Condition 10 (*Notices*), to the Noteholders as soon as reasonably practicable after the occurrence of such Sustainability Trigger Event and in any event no later than the date falling fifteen (15) Business Days prior to the relevant Interest Payment Date.

4.2.3. *Reporting of Sustainability Performance Targets*

For each Fiscal Year from (and including) the Fiscal Year in which the Issue Date falls and up to (and including) the Fiscal Year in which the Target Observation Date falls, the Issuer shall include in a dedicated section of its Universal Registration Document or publish on its website as a separate report or document:

- (a) the level of each Key Performance Indicator as at 30 June (or, as the case may be, such other date falling within each such calendar year and which is the closing date of the Issuer's fiscal year) (the "**Sustainability Performance Report**"); and
- (b) an assurance report issued by the External Verifier confirming the level of each Key Performance Indicator provided in the Sustainability Performance Report (the "**Assurance Report**").

For the Fiscal Year in which the Target Observation Date falls, the Issuer shall include in a dedicated section of its Universal Registration Document or publish on its website as a separate report or document a certificate issued by the External Verifier confirming whether or not the Issuer has achieved the Sustainability Performance Targets as at the Target Observation Date (the "**SPT Verification Assurance Certificate**").

The Sustainability Performance Report and the Assurance Report in respect of each Fiscal Year shall be published no later than the date of publication of the Issuer's Universal Registration Document in respect of such Fiscal Year. The SPT Verification Assurance Certificate shall be published no later than the date of publication of the Issuer's Universal Registration Document in respect of the Fiscal Year in which the Target Observation Date falls (or, if earlier, the date falling 4 months after the Target Observation Date).

4.2.4. *Absence of Event of Default*

The occurrence of any Sustainability Trigger Event or the failure by the Issuer to publish the SPT Verification Assurance Certificate in accordance with Condition 4.2.3 (*Reporting of Sustainability Performance Targets*) shall not constitute an Event of Default or a breach of the Issuer's obligations under the Notes.

For the avoidance of doubt, the failure by the Issuer to pay the Interest Step-Up Margin as provided in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) could constitute an Event of Default in accordance with and subject to the provisions of Condition 8(a) (*Non-Payment*).

4.2.5. *Recalculation*

In the event of a KPI Change, the level of the KPI used as a baseline on the 2018 Base Year and/or the Sustainability Performance Target(s) may be recalculated in good faith by the Issuer to reflect such change, provided that:

- (a) such change has no material adverse effect on the interests of the Noteholders, and
- (b) an External Verifier has independently confirmed that the proposed revision:
 - (i) is consistent with the Issuer's sustainability strategy; and
 - (ii) is in line with the initial level of ambition of the Sustainability Performance Target(s),

all as described in the section "Description of the Issuer's Sustainability Performance Targets" of this Prospectus and in the Issuer's Sustainability-Linked Financing Framework.

Any such change will be communicated as soon as reasonably practicable by the Issuer to the Fiscal Agent and the Calculation Agent and notified to the Noteholders (copy to the Representative) (in accordance with Condition 10 (*Notices*)).

Any other changes will be made with the prior approval of the Noteholders by way of Collective Decisions.

For the purposes of these Conditions:

"2018 Base Year" means in relation to (i) the GHG Emissions KPI the level of such Key Performance Indicator for the 2018 Fiscal Year which is equal to 298 kt CO₂e (as recalculated in 2021 and indicated in the 2021 Registration Document) and (ii) the Water Consumption KPI the level of such Key Performance Indicator for the 2018 Fiscal Year which is equal to 19,82 m³/kl.

"2021 Registration Document" means the French language 2020/2021 *Document de Référence* of the Issuer, published on its website, dated 22 September 2021 and which received reference no. D.21-0806 from the AMF.

"Conversion Factors" means the conversion factors used by the Group to calculate greenhouse gas (GHG) emissions from the relevant activities, such as IEA for electricity and DEFRA for other types of energy such as natural gas, fuel oil, coal, heat, and steam.

"External Verifier" means Deloitte & Associés or such other independent qualified assurance provider with relevant expertise, appointed by the Issuer in replacement of Deloitte & Associés to perform the functions required to be performed by the External Verifier under these Terms and Conditions, it being specified that the appointment of Deloitte & Associés and any appointment of a replacement will be communicated in the Issuer's Universal Registration Document.

"Environmental Reporting Methodology" means the reporting rules used by the Issuer as set out in the "Sustainability and Responsibility" section of the latest available Universal Registration Document published by the Issuer or any future sustainable report published by the Issuer.

"Fiscal Year" means the fiscal year of the Issuer, which in the current by-laws (*statuts*) of the Issuer is starting on 1 July and ending on 30 June each year.

"GHG Emissions KPI" means the sum of the Group's Scope 1 and Scope 2 greenhouse gas emissions on Operated Sites, as determined by the Issuer, calculated in line with the GHG Protocol Standard using Conversion Factors and expressed in tCO₂e.

"GHG Emissions Sustainability Performance Target" means a reduction of the GHG Emissions KPI below 220kt CO₂e (reduction equal to or higher than twenty-six (26) per cent. compared to the 2018 Base Year) by the Target Observation Date, accounted in accordance with the SBTi Criteria.

"GHG Protocol Standard" means the document entitled "The Greenhouse Gas Protocol, A Corporate Accounting and Reporting Standard (Revised Edition)" published by the World Business Council for Sustainable Development and the World Resources Institute (as amended and updated from time to time).

"Group" means the Issuer and any company whose majority share capital (50%) is held by the Issuer.

"Interest Step-Up Date" means the first day of the Interest Period immediately following the date of occurrence of the Sustainability Trigger Event (such date being determined in accordance with the definition of "Sustainability Trigger Event").

"Key Performance Indicator" or "KPI" means each of the GHG Emissions KPI and the Water Consumption KPI.

"KPI Change" means any material change in (i) the methodology of any KPI, (ii) a regulation which is relevant to the determination of any KPI, (iii) the data due to better data accessibility, or (iv) the perimeter of the Group as a result of any acquisition, amalgamation, demerger, merger, corporate

reconstruction or disposal, where any such change, taken individually or in aggregate, has a significant impact on the levels of the Sustainability Performance Targets.

"Operated Sites" means production sites which have been under the Group's operational control for at least one Fiscal Year as at 30 June for the relevant Fiscal Year, and meeting the criteria for inclusion in the reporting scope as per the Environmental Reporting Methodology.

"SBTi Criteria" means the criteria and recommendations published by the Science Based Targets initiative (SBTi) in their 3.0 version published on 23 May 2018.

"Scope 1" means the direct greenhouse gas emissions emitted by the Group in absolute value, expressed in tCO₂e, corresponding to greenhouse gas emissions from the Group's Operated Sites (e.g. from on site combustion of natural gas, fuel or coal).

"Scope 2" means the indirect greenhouse gas emissions of the Group in absolute value, expressed in tCO₂e, corresponding to indirect greenhouse gas emissions from consumption of purchased electricity, heat, steam or cooling in the Group's Operated Sites.

"Sustainability-Linked Financing Framework" means the framework defining the Issuer's sustainability strategy, key performance indicator and performance targets prepared by the Issuer in connection with the Notes and available on the Issuer's website by clicking [here](#).

"Sustainability Performance Targets" means each of the GHG Emissions Sustainability Performance Target and the Water Consumption Sustainability Performance Target.

A **"Sustainability Trigger Event"** shall occur if (i) the SPT Verification Assurance Certificate confirms that the Group has failed to achieve one or more of the Sustainability Performance Targets, in which case the Sustainability Trigger Event shall be deemed to have occurred on the date on which the SPT Verification Assurance Certificate is published in accordance with Condition 4.2.3 (*Reporting of Sustainability Performance Targets*) or (ii) the Issuer fails to publish the SPT Verification Assurance Certificate in accordance with Condition 4.2.3 (*Reporting of Sustainability Performance Targets*), in which case the Sustainability Trigger Event shall be deemed to have occurred on the date of publication of the Universal Registration Document in respect of the Fiscal Year in which the Target Observation Date falls (or, if earlier, the date falling 4 months after the Target Observation Date).

"Target Observation Date" means 30 June 2025 or, as the case may be, such other date falling within the 2025 calendar year which will be the closing date of the Issuer's fiscal year (or, if there is more than one closing date, the first such closing date to occur).

"Universal Registration Document" means the universal registration document (*Document d'enregistrement universel*) of the Issuer which it publishes on its website on an annual basis in relation to its latest audited annual consolidated financial statements.

"Water Consumption KPI" means the volume of water consumed by the Group at distilleries which are Operated Sites, expressed in cubic meters (m³) per thousand litres of pure alcohol distilled (absolute alcohol kL), as determined by the Issuer.

"Water Consumption Sustainability Performance Target" means a reduction of the Water Consumption KPI equal to or higher than twelve point five (12.5) per cent. by the Target Observation Date, compared to the 2018 Base Year.

4.2.6. *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 (*Payments*).

5. Payments

5.1 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, the Make-Whole 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 Make-Whole 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 (*Taxation*).

5.2 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.

5.3 Fiscal Agent, Calculation Agent, Paying Agent and Make-Whole Calculation Agent

The names of the initial Fiscal Agent, Calculation Agent, Paying Agent and Make-Whole Calculation Agent and their specified offices are set forth below:

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

Société Générale
32, rue du Champ de Tir
44308 Nantes Cedex 3
France

Make-Whole Calculation Agent

Conv-Ex Advisors Limited
30 Crown Place
London EC2A 4EB
United Kingdom

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 the Make-Whole Calculation Agent and/or Paying Agent and/or appoint additional or other Paying Agents or Calculation Agent or Make-Whole 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 times be a Calculation Agent and a Make-Whole Calculation Agent.

Any termination or appointment of the Fiscal Agent or the Paying Agent 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 (*Notices*).

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 (*Events of Default*).

6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed in full at their outstanding principal amount (i.e. €100,000 per Note, subject to any partial redemption pursuant to Condition 6.3.2 effected by way of reducing the nominal amount of all the then outstanding Notes in proportion to the aggregate nominal amount redeemed) on the Interest Payment Date falling on 7 April 2029 the ("**Maturity Date**").

6.2 Redemption for Taxation Reasons

- 6.2.1. 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 7.2 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 Fiscal Agent, the Make-Whole Calculation Agent, and to the Noteholders (which notice shall be irrevocable), in accordance with Condition 10 (*Notices*), redeem the Notes (in whole but not in part) at their outstanding principal amount plus accrued and unpaid interest up to (but excluding) the date fixed for redemption provided that such date 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.
- 6.2.2. 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 7.2 below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Make-Whole Calculation Agent, and the Issuer shall upon giving not less than seven calendar days' prior notice to the Noteholders in accordance with Condition 10 (*Notices*), redeem the Notes (in whole but not in part) at their outstanding principal amount plus accrued and unpaid interest up to (but excluding) the date fixed for redemption provided that such date 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.

6.3 Redemption at the Option of the Issuer

6.3.1. Pre-Maturity Call Option

The Issuer may, at its option, from (and including) the Pre-Maturity Call Option Start Date to (but excluding) the Maturity Date, subject to having given not more than 30 nor less than 15 calendar days' prior notice to the Fiscal Agent, the Make-Whole Calculation Agent, and the Noteholders in accordance with Condition 10 (*Notices*) (which notice shall be irrevocable), redeem the outstanding Notes, in whole (but not in part), at their outstanding principal amount plus accrued and unpaid interest up to (but excluding) the date fixed for redemption.

"Pre-Maturity Call Option Start Date" means 7 January 2029.

6.3.2. Make-Whole Call Option

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 Fiscal Agent, the Make-Whole Calculation Agent and the Noteholders in accordance with Condition 10 (*Notices*), which notice shall be irrevocable and shall specify the Optional Make-Whole Redemption Date (as defined below) and whether the relevant redemption is in whole or in part (and, if in part, the relevant aggregate principal amount to be so redeemed), have the option to redeem the Notes, in whole or in part, at any time prior to the Pre-Maturity Call Option Start Date (each such date (which shall be a Business Day) on which the Notes are redeemed pursuant to this Condition 6.3.2, an **"Optional Make-Whole Redemption Date"**) at the Optional Make-Whole Redemption Amount (as defined below) in relation to the relevant Optional Make-Whole Redemption Date.

The amount payable in respect of each Note so redeemed (subject as provided in this Condition 6.3.2 in the case of a partial redemption of all the then outstanding Notes in proportion to the aggregate nominal amount redeemed) on an Optional Make-Whole Redemption Date (the **"Optional Make-Whole Redemption Amount"** in relation to such Optional Make-Whole Redemption Date) will be calculated by the Make-Whole Calculation Agent and will be an amount in Euro equal to the sum of:

- (a) the greater of:
 - (i) 100 per cent. of the outstanding principal amount of such Note; and
 - (ii) the sum (rounded to the nearest cent (with half a cent being rounded upwards)) of the then present values on the relevant Optional Make-Whole Redemption Date of the remaining scheduled payments of principal and interest on such Note to (and including) the Pre-Maturity Call Option Start Date (assuming for this purpose that the Bonds would otherwise be redeemed in whole on the Pre-Maturity Call Option Start Date at their outstanding principal amount plus accrued and unpaid interest to (but excluding) the Pre-Maturity Call Option Start Date) (determined on the basis of the Applicable Rate of Interest (as defined below), and excluding any accrued and unpaid interest pursuant to (b) below), each discounted to such Optional Make-Whole Redemption Date on an annual basis at the relevant Early Redemption Rate (as defined below) plus the Early Redemption Margin (as defined below); and
- (b) interest accrued and unpaid on such Note to (but excluding) such Optional Make-Whole Redemption Date.

The Issuer shall give notice to the Fiscal Agent (with a copy to the Make-Whole Calculation Agent) and the Noteholders in accordance with Condition 10 (*Notices*) of the Optional Make-Whole Redemption Amount promptly after the determination thereof.

"Applicable Rate of Interest" means:

- (a) where the Optional Make-Whole Redemption Date falls before the Target Observation Date:
 - (i) if the Issuer's most recently available Sustainability Performance Report on or prior to the Determination Date shows that the Group has already achieved or outperformed all of the Sustainability Performance Targets, the Original Rate of Interest; or
 - (ii) if the Issuer's most recently available Sustainability Performance Report on or prior to the Determination Date shows that the Group has not yet achieved all of the Sustainability Performance Targets, or such report does not contain the information necessary to ascertain whether the Issuer has already achieved all of the Sustainability Performance Targets, or no such Sustainability Performance Report has been made available on or prior to the Determination Date: (x) the Original Rate of Interest up to (but excluding) the Interest Payment Date next following the Target

Observation Date and (y) the Original Rate of Interest plus the Interest Step-Up Margin as from (and including) the Interest Payment Date next following the Target Observation Date;

- (b) where the Optional Make-Whole Redemption Date falls on or after the Target Observation Date:
 - (i) if the SPT Verification Assurance Certificate is published on or prior to the Determination Date and a Sustainability Trigger Event has not occurred, the Original Rate of Interest; or
 - (ii) if, on or prior to the Determination Date, it has not been possible to ascertain whether the Issuer has achieved the Sustainability Performance Targets (and no Sustainability Trigger Event has occurred pursuant to limb (ii) of the definition thereof), (x) the Original Rate of Interest up to (but excluding) the Interest Payment Date next following the Target Observation Date and (y) the Original Rate of Interest plus the Interest Step-Up Margin as from (and including) the Interest Payment Date next following the Target Observation Date; or
 - (iii) if a Sustainability Trigger Event has occurred on or prior to the Determination Date, (x) the Original Rate of Interest up to (but excluding) the Interest Step-Up Date and (y) the Original Rate of Interest plus the Interest Step-Up Margin as from (and including) the Interest Step-Up Date.

"Determination Date" means, in relation to any Optional Make-Whole Redemption Date, the fourth MW Business Day (as defined below) preceding such Optional Make-Whole Redemption Date.

"Early Redemption Margin" means 0.20 per cent. *per annum*.

"Early Redemption Rate" means the annual yield to maturity (rounded to the nearest whole multiple of 0.001%, 0.0005% being rounded upwards) of the Reference Benchmark Security (or, if the Reference Benchmark Security is no longer outstanding at such time, the Similar Security) based on the Reference Price on the Determination Date, such yield being calculated by the Make-Whole Calculation Agent in accordance with applicable market conventions.

"MW Business Day" means a day which is (i) a Business Day and (ii) a day on which banks are open for general business in Frankfurt.

"Reference Benchmark Security" means the Federal Government Bund of Bundesrepublik Deutschland (bearing interest at a rate of 0.25 per cent. *per annum* and maturing on February 2029 with ISIN DE0001102465).

"Reference Banks Price" means the average of the four quotations (or such lesser number of quotations the Make-Whole Calculation Agent is capable of obtaining from such Reference Dealers, provided that where the Make-Whole Calculation Agent is capable of obtaining only one quotation from such Reference Dealers, the Early Redemption Rate shall be such quotation) given by the Reference Dealers of the mid-market price of the Reference Bund (or, as the case may be, the Similar Security (as defined below)) as at 11.00 am (Paris time) on the Determination Date.

"Reference Dealers" means each of the four (4) banks (which may include any of the Joint Lead Managers (as defined under the section "Subscription and Sale")), selected by the Make-Whole Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"Reference Price" means, on any date, (A) the Bundesbank reference price on the Frankfurt Stock Exchange (*Bundesbank-Referenzpreis*) (or any successor thereto) for the Reference Bund (or, as the case may be, the Similar Security) in respect of such date, or (B) if no such Bundesbank reference price (or successor thereto) in respect of such date is available at the

latest on the Business Day immediately succeeding the Determination Date, the mid-market Bloomberg Generic Price (or any successor thereto) for the Reference Bund as at 11.00am (Paris time) (or, if no such price is available as at 11.00am, the mid-market Bloomberg Generic Price (or any successor thereto) which is next available) on such date as appearing on Bloomberg page QR (or any successor thereto) in respect of the Reference Bund (or, as the case may be, the Similar Security), or (C) if the Reference Price cannot be so determined, the relevant Reference Banks Price, or (D) if the Reference Price cannot be so determined, such price as is determined in good faith to be appropriate by an independent expert appointed by the Issuer.

"Similar Security" means the then outstanding Federal Government Bund of *Bundesrepublik Deutschland* (or any other relevant related entity) that (i) (to the extent there is any relevant market for new issues of corporate debt securities of comparable maturity to the Pre-Maturity Call Option Start Date) would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to such Pre-Maturity Call Option Start Date, or (ii) (where (i) does not apply) has the maturity date falling nearest to the Pre-Maturity Call Option Start Date, all as determined by the Make-Whole Calculation Agent and notified (promptly following such determination) by the Issuer in accordance with Condition 10 (*Notices*).

In the case of a partial redemption, the redemption may be effected by reducing the nominal amount of all such Notes in proportion to the aggregate nominal amount redeemed, subject to compliance with 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.

The Make-Whole Calculation Agent shall act solely as agent of the Issuer and shall not assume any obligation or relationship of agency for any Noteholder. The Issuer will procure that, so long as any Note is outstanding, there shall at all times be a Make-Whole Calculation Agent for the purposes of the Notes. If the then prevailing Make-Whole Calculation Agent is unable to act (including without limitation in circumstances where limb (C) of the definition of "Reference Price" applies and no quotation of the mid-market price of the Reference Benchmark Security (or, as the case may be, the Similar Security) is capable of being obtained by the Make-Whole Calculation Agent from the four banks selected by it to be the Reference Dealers) or is unwilling to continue to act as the Make-Whole Calculation Agent or if the Make-Whole Calculation Agent fails duly to establish the amount due in relation to this Condition 6.3.2, the Issuer shall appoint some other party (which shall be a leading bank engaged in the Euro interbank market (acting through its principal Euro-zone office)) to act as Make-Whole Calculation Agent in its place. Except in limited circumstances as provided in the Make-Whole Calculation Agency Agreement, the Make-Whole Calculation Agent may not resign its duties without a successor having been so appointed.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6.3.2 by the Make-Whole Calculation Agent shall (in the absence of wilful misconduct, fraud, gross negligence or manifest error) be binding on the Issuer and the Noteholders.

The Make-Whole Calculation Agent is acting exclusively as an agent for and upon request from the Issuer. The Make-Whole Calculation Agent (acting in such capacity) shall not have any relationship of agency or trust with, and shall (to the fullest extent permitted by law) incur no liability as against, the Noteholders, the Representative, the Fiscal Agent, each Paying Agent and the Calculation Agent.

6.3.3. Clean-Up Call Option

In the event that 75 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 (*Further Issues*)) 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 (*Notices*) (which notice shall be irrevocable), redeem the outstanding Notes, in whole (but not in part), at their outstanding principal amount plus accrued and unpaid interest up to (but excluding) the date fixed for redemption, provided that those Notes which are no longer outstanding have not been redeemed (and subsequently cancelled) by the Issuer at the option of the Issuer pursuant to Condition 6.3.2 (*Make-Whole Call Option*).

6.4 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 outstanding principal amount together with accrued and unpaid 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 Fiscal Agent, the Make-Whole Calculation Agent and the Noteholders in accordance with Condition 10 (*Notices*), 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 6.4.

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 if any of the Rating Agencies publicly announces, during the Change of Control Period, its decision to withdraw or reduce the rating of the Issuer by at least one full rating notch, expressly publicly stating that such withdrawal or reduction is directly linked to such Change of Control, provided however that no Negative Rating Event will occur as long as the rating assigned to the Issuer by any Rating Agency (including the Rating Agency having made such rating reduction) remains during the Change of Control Period equal or above to Ba1 by Moody's or BB+ by S&P (or their equivalent at the relevant time).

"**Rating Agency**" means Moody's Investors Service, Inc. ("**Moody's**") or Standard & Poor's Rating Services, a division of the McGraw Hill Companies, Inc. ("**S&P**"), in each case any of their respective successors and, in each case, solicited by the Issuer to grant a corporate credit rating to the Issuer*.

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

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.

6.5 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 French laws and regulations.

6.6 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

7.1 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.

7.2 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 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 France other than the mere holding of the Note.

7.3 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 7.2) 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 in Condition 11 (*Meetings of Noteholders*)), acting upon request of one or several Noteholders representing no less than 10 per cent. of the principal amount of the Notes outstanding 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 outstanding principal amount plus accrued and unpaid interest unless such event(s) shall have been remedied prior to the receipt of such notice by the Issuer and the Fiscal Agent:

(a) **Non-payment**

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; or

(b) **Breach of other obligations**

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 and the Issuer of a written notice identifying such default by the Representative of the Masse; or

(c) **Cross Default**

(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; or

(d) **Dissolution and Merger**

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

(e) **Insolvency proceedings**

to the extent permitted by applicable laws, the Issuer or any Principal Subsidiaries enters into a composition with its creditors or a judgement is rendered for the judicial liquidation (*liquidation judiciaire*) of the Issuer or of any of its Principal Subsidiaries 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 (i) delivered through Euroclear France, Euroclear, Clearstream and/or any other clearing system through which the Notes are for the time being cleared and (ii) published on the website of the Issuer (www.pernod-ricard.com). Any notice to the relevant clearing system shall be deemed to have been given on the date of delivery of the notice to the relevant clearing system (or, if such date is not a Business Day, the immediately following Business Day) or, where relevant and if later, the date of such publication on the website of the Issuer (or, if such date is not a Business Day, the immediately following Business Day) or, if so given or published more than once or on different dates, on the first date on which such the notice is so given or published is made.

11. Meetings of Noteholders

11.1 Representation of Noteholders

The Noteholders will be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of Articles L.228-46 *et seq.* of the French *Code de commerce* as amended by this Condition 11 (*Meetings of 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, *without* prejudice to the rights that Noteholders may exercise individually in accordance with, and subject to, the provisions of the Terms and Conditions of the Notes.

11.2 Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the Noteholders (the "**Collective Decisions**").

11.3 Representative

The initial Representative shall be:

Association de représentation des masses de titulaires de valeurs mobilières
Centre Jacques Ferronnière
32, rue du Champ de Tir
CS 30812
44308 Nantes cedex 3
France
Internet: www.asso-masse.com
Email: service@asso-masse.com

The Representative will be entitled to a remuneration of €2,800 (VAT excluded) upfront payable at the Issue Date.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, another Representative may be appointed.

Any appointment or change of the Representative in accordance with this Condition 11.3 will be notified to the Noteholders in accordance with the provisions of Condition 10 (*Notices*).

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

11.4 Powers of Representative

The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders, with the capacity to delegate its powers.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

11.5 Collective Decisions

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**"), or (ii) by Written Resolution (as defined in Condition 11.7 (*Written Resolutions and Electronic Consent*)).

In accordance with Article R.228-71 of the French Code de commerce, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 10 (*Notices*).

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the Notes.

11.6 General Meeting

A General Meeting may be called at any time, either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth (1/30) of the principal amount of Notes outstanding, may address to the Issuer and the Representative a demand for a General Meeting to be called. If such General

Meeting has not been called within two (2) months after such demand, the Noteholders may commission one of them to petition the competent court to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 10 (*Notices*) not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

General Meetings may deliberate validly on first convocation only if the 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. The decisions of the General Meeting shall be taken by a simple majority of votes cast by the Noteholders attending such General Meeting or represented thereat.

Each Noteholder or representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the fifteen (15) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

The General Meeting is chaired by the Representative. In the event of the absence of a Representative at the start of a General Meeting and if no Noteholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of Article L.228-64 of the French *Code de commerce*, designate a provisional chairman until a new Representative has been appointed.

Each Noteholder has the right to participate in a General Meeting in person, by proxy or by correspondence. Each Note carries the right to one vote.

11.7 Written Resolutions and Electronic Consent

Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Noteholders by way of a resolution in writing (a "**Written Resolution**"). Subject to the following sentence, a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders. Pursuant to Article L.228-46-1 of the French *Code de commerce*, approval of a Written Resolution may also be given by way of electronic communication allowing the identification of Noteholders ("**Electronic Consent**").

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 10 (*Notices*) no less than 15 calendar days prior to the date fixed for the passing of such Written Resolution (the "**Written Resolution Date**"). Notices seeking the approval of a Written Resolution will contain the conditions of form and time-limits to be complied with by Noteholders who wish to express their approval or rejection of such proposed Written Resolution. Noteholders expressing their approval or rejection before the Written Resolution Date will, by virtue of having expressed their approval or rejection before the Written Resolution Date, have irrevocably undertaken not to dispose of their Notes until after the Written Resolution Date.

Written Resolutions shall be signed by one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes which are outstanding, without having to comply with formalities and time limits referred to in Condition 10 (*Notices*). Approval of a Written Resolution may also be given by Electronic Consent. Any Written Resolution shall, for all purposes, have the same effect as a resolution passed at a General Meeting of the Noteholders.

11.8 Exclusion of certain provisions of the French *Code de commerce*

Changes in the corporate form of the Issuer, or a merger or a demerger relating to an intra-group reorganisation within the current group perimeter, where the entity which will assume the liabilities of the Issuer under the Notes is incorporated in a member country of the Organisation for Economic Co-operation and Development (OECD), will not require prior approval by the General Meeting of the Noteholders and consequently, the provisions of Article L.228-65 I 1°, in relation to proposed changes in the corporate form of the Issuer only, and 3°, in relation to the proposed merger or demerger of the Issuer, in the context of such intra-group reorganisation of the French *Code de commerce*, and the related provisions of the French *Code de commerce*, shall not apply to the Notes.

11.9 Expenses

The Issuer shall pay all reasonable expenses relating to the operations of the *Masse*, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under 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 and any non-contractual obligations arising out of or in connection therewith are governed by, and shall be construed in accordance with, French law.

Any action against the Issuer in connection with the Notes will be submitted to the exclusive jurisdiction of the Commercial Court of Paris, it being specified that, if the *Chambre Internationale du Tribunal de Commerce de Paris* has jurisdiction, the Issuer agrees to submit any such dispute to such *Chambre* of the court.

USE OF PROCEEDS AND ESTIMATED NET AMOUNT

The estimated net proceeds of the issue of the Notes will amount to approximately €738,097,500 and will be used by the Issuer for its general corporate purposes.

DESCRIPTION OF THE ISSUER

For a general description of the Issuer, its activities and its financial condition, please refer to the cross-reference lists appearing under the section "Documents Incorporated by Reference" (pages 15 to 18 of this Prospectus) above.

DESCRIPTION OF THE ISSUER'S SUSTAINABILITY PERFORMANCE TARGETS

The following is a summary of the Pernod Ricard Sustainability-Linked Financing Framework published 31 March 2022 and available on the website of Pernod Ricard (www.pernod-ricard.com) (the "Sustainability-Linked Financing Framework").

In addition, Noteholders may wish to complete their understanding of Pernod Ricard's environmental policies, performance indicators and results as set out in the following pages of the 2021 Universal Registration Document:

<i>Pernod Ricard's environmental policies, performance indicators and results</i>	<i>Page numbers in the 2021 Universal Registration Document:</i>
<ul style="list-style-type: none"> • Sustainability and Responsibility strategy 	Pages 98-99
<ul style="list-style-type: none"> • Main risks and opportunities in terms of social and environmental responsibility 	Pages 100-103
<ul style="list-style-type: none"> • Sustainability and Responsibility roadmap 	Pages 103-131
<ul style="list-style-type: none"> • Ethics and compliance 	Pages 132-140
<ul style="list-style-type: none"> • Cross-reference tables for the United Nations Sustainable Development Goals (SDGs) 	Page 141
<ul style="list-style-type: none"> • Methodology related to extra-financial reporting and auditor's report 	Pages 142-147
<ul style="list-style-type: none"> • Environmental Reporting Methodology 	Page 142

Capitalised terms used but not otherwise defined herein have the meaning given to them in the Terms and Conditions of the Notes.

The Issuer's sustainable strategy

Pernod Ricard's Sustainability & Responsibility (S&R) Roadmap, "Good Times from a Good Place" was launched in 2019 with focus on four key pillars: Nurturing Terroir, Valuing People, Circular Making, Responsible Hosting. Integrated into all aspects of the business, each pillar includes ambitious targets for 2030 designed to drive innovation, brand differentiation and talent attraction. All pillars are based on a 2030 timeline with milestones, in line with the schedule set out by the Sustainable Development Goals.

Rationale for establishing a Sustainability-Linked Financing Framework

Companies have a critical role to play in the successful implementation of the United Nations Sustainable Development Goals (SDGs). In line with its S&R roadmap, Pernod Ricard is committed to integrating sustainability in its everyday operations and supply chain, as well as in its investment and financing strategy. To reflect this commitment, Pernod Ricard joined the United Nations Global Compact's Sustainable Finance Action Platform in 2021, a multi-sector group developing innovative strategies to mobilize finance towards sustainable development.

The Group intends to strengthen its commitment to become an active player of sustainable finance by creating a dedicated framework, which encompasses Pernod Ricard's overall performance and roadmap, including the holistic and dynamic dimension of sustainability throughout the corporate value chain.

Pernod Ricard's Sustainability-Linked Financing Framework (the "**Framework**") is aligned with the ICMA's 2020 Sustainability-Linked Bond Principles (SLBP)².

Selection of Key Performance Indicators

In the context of the Notes, Pernod Ricard has chosen two Key Performance Indicators (KPIs) that are relevant, core and material to its overall business and of high strategic significance to the Group's current and/or future operations. The KPIs are aligned with the S&R roadmap and the United Nations SDGs as part of the 2030 agenda. For each of these KPIs, Pernod Ricard has set ambitious Sustainability Performance Targets (SPTs) to highlight its commitment and leadership across the sector, with both short- and long-term trajectories.

The two KPIs are as follows:

- Absolute Greenhouse gas emissions scope 1&2
- Water consumption per unit at distilleries.
 - This KPI is calculated based on the volume of water consumed by the distilleries divided by the volume of pure alcohol distilled. The water consumed by the distilleries represents 80% the Group's water consumption. The water consumption and the pure alcohol distilled are defined and calculated in accordance with the internal environmental protocol prepared by the Group and approved by its statutory auditors. Some of the water used by the distilleries is considered as "abstraction"³, and not "consumption", and is therefore not taken into account.

Scope of environmental reporting: The above-mentioned KPIs are determined with respect to Operated Sites which meet the criteria for inclusion in the reporting scope as per the Environmental Reporting Methodology of the Issuer. Such methodology provides that reporting is made in relation to production sites which have been under the Group's operational control for at least one year as at 30 June of the relevant Fiscal Year. It does not cover administrative sites (head offices or sales offices) or logistics warehouses when these are located outside industrial sites (this only relates to a few isolated warehouses), because their environmental impact is not significant compared to those located within industrial sites.

For the 2021 Fiscal Year, (i) for the purposes of GHG Emissions KPI there are 89 Operated Sites meeting the criteria for inclusion in the reporting scope and (ii) for the purposes of the Water Consumption KPI there are 27 distilleries meeting the criteria for inclusion in the reporting scope, it being specified that not all Operated Sites are distilleries and that only distilleries which are Operated Sites are included in this reporting scope.

Calibration of Sustainability Performance Targets

The Sustainability Performance Targets (SPTs) are set in line with Pernod Ricard S&R roadmap and with Pernod Ricard latest long-term incentive plan. The SPT observation period will be aligned with the fiscal annual reporting period (i.e. from 1st of July to 30th of June).

Absolute Greenhouse gas emissions scope 1&2

- SPT: GHG emissions scope 1&2 below 220 kT by FY25 (reduction by 26% from a FY18⁴ baseline: 298 kt CO₂e).

Historical data:

² SLBP 2020: <https://www.icmagroup.org/assets/documents/Regulatory/Green-Bonds/June-2020/Sustainability-Linked-Bond-PrinciplesJune-2020-100620.pdf>

³ Any withdrawal from sea, river, lake, dam returning directly and without any significant pollution in the chemical (pollutants, pH) or physical parameters (temperature), to the initial place it was pumped from, with no effect on the water source or in the external network system. This abstraction should not lead to rivers flow reduction/drought or reduces unacceptably the groundwater aquifer level with which it is in relation.

⁴ The level of the Greenhouse gas emissions scope 1&2 for the 2018 Fiscal Year as recalculated in 2021 and indicated in the 2021 Registration Document.

Indicator (ktCO ₂ e)	FY18	FY21	FY25
SPTs	298	295	220
N/Baseline year FY18		-1%	-26%

Water consumption per unit at distilleries

- SPT: reduce water consumption per unit at distilleries below 17.34m³/kl by FY25 (reduction by 12,5% from a FY18 baseline (i.e., 19,82 m³/kl).

Historical data:

Indicator (m ³ /kL)	FY18	FY21	FY25
Water use efficiency	19,82	18,80	17,34
N/N-1		-4,3%	-2,0%
N/Baseline year FY18		-5,1%	-12,5%

Specific Characteristics of the Notes

The Notes have a sustainability-linked feature that will result in an Interest Step-Up if a Sustainability Trigger Event occurs. In such case an Interest Step-Up Margin of 0.25 per cent. shall apply as from the Interest Step-Up Date until the redemption in full of the Notes. The Interest Step-Up mechanism is more fully described in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) of the Terms and Conditions of the Notes.

A Sustainability Trigger Event occurs if (i) the Group fails to achieve one or more of the Sustainability Performance Targets on the Target Observation Date, or (ii) the Issuer fails to publish the SPT Verification Assurance Certificate in accordance with Condition 4.2.3 (*Reporting of Sustainability Performance Targets*) of the Terms and Conditions of the Notes.

Reporting

On an annual basis, Pernod Ricard will publish on its website the performance of the selected KPIs until the achievement of the selected SPT. This reporting will be made publicly available within the Group's annual sustainability reporting and could include:

- Information on the performance and monitoring of the selected KPI;
- Verification assurance report relative to the SPT outlining the performance against the SPT and the related impact, and timing of such impact, on an instrument's financial performance; and
- Any relevant information enabling investors to monitor the progress of the SPT

Pernod Ricard will report on the performance of the selected KPI against the predefined SPT as provided in Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*).

When relevant, information may also include any re-assessments of KPIs and/or restatement of the SPT and/or pro-forma adjustments of baselines or KPI scope.

Verification and Second Party Opinion

Pernod Ricard's annual performance on the KPIs, at the relevant Target Observation Date, will be verified by external auditors to a limited level of assurance, as part of the Group's annual sustainability report verification process, the result of which will be included in the Group's annual sustainability report.

Pernod Ricard has requested, and may request in the future, the issuance of a second party opinion (the "**Second Party Opinion**") by an external provider (the "**SPO Provider**") in relation to the Group's Framework. Pernod Ricard Sustainability-Linked Financing Framework has been reviewed by Sustainalytics who provided a second party opinion (SPO), confirming the alignment of the Framework with the Sustainability-Linked Bond Principles (SLBP) 2020 as administered by ICMA. Any Second Party Opinion and reports from the External Verifier may be accessible through the Pernod Ricard's website by clicking [here](#). However, any information on, or accessible through, such website and the information in such Second Party Opinion or Verification Assurance Report do not form part of this Framework and should not be relied upon in connection with making any investment decision with respect to any sustainability-linked financing.

RECENT DEVELOPMENTS

1. Press release - Paris, 18 February 2022

"CONTINUATION OF SHARE BUY-BACK PROGRAM"

As part of its share buy-back program (c. €750m announced for FY22 of which c. €250m already executed in the first half), Pernod Ricard has signed an agreement with an investment services provider, whereby Pernod Ricard will undertake to acquire its own shares for a maximum amount of c. €300m over a period starting on February 18, 2022 and possibly extending until April 1, 2022.

The price of the shares purchased under this mandate shall not exceed the limit of €280 per share set by Pernod Ricard Shareholders' Meeting held on November 10, 2021."

2. Press release – Paris, 1st March 2022

"Pernod Ricard acquires a majority stake in Cru Classé Côtes-de-Provence Rosé "Château Sainte Marguerite"

Pernod Ricard and the Fayard family announce the signing of an agreement for the acquisition by Pernod Ricard of a majority shareholding in Château Sainte Marguerite, Cru Classé Côtes-de-Provence rosé since 1955.

Owned by the Fayard family since 1977, Château Sainte Marguerite has established itself as a gold standard within the Côtes-de-Provence appellation with its Super Premium and Ultra Premium categories. Château Sainte Marguerite's wines will complete Pernod Ricard's luxury portfolio, alongside its Mumm and Perrier-Jouët champagnes.

Jean-Pierre Fayard, founder of the family-owned winery: *"Château Sainte Marguerite is one of the 18 prestigious "cru classé" wines of Provence and we are delighted to pass another milestone in our development, both in France and internationally, thanks to the expertise of Pernod Ricard and its incredible distribution network."*

Château Sainte Marguerite will continue to operate with its current teams led by Olivier Fayard. Cyril Claquin, Deputy Managing Director, will be responsible for the integration and strategy of the brand within Pernod Ricard's international network.

The transaction is expected to be completed in the coming months."

3. Press release – Paris, 16 March 2022

"As part of its share buy-back program (c. €750m announced for FY22 of which c. €250m already executed in the first half and c. €300m executed in February and March), Pernod Ricard has signed an agreement with an investment services provider, whereby **Pernod Ricard will undertake to acquire its own shares for a maximum amount of c. €200m** over a period starting on March 16, 2022 and possibly extending until April 6, 2022.

The price of the shares purchased under this mandate shall not exceed the limit of €280 per share set by Pernod Ricard Shareholders' Meeting held on November 10, 2021."

SUBSCRIPTION AND SALE

Barclays Bank Ireland PLC, BNP Paribas, Deutsche Bank Aktiengesellschaft, HSBC Continental Europe, Natixis, Société Générale, Crédit Industriel et Commercial S.A., J.P. Morgan SE, Morgan Stanley Europe SE, Skandinaviska Enskilda Banken AB (publ) and Wells Fargo Securities Europe, S.A. (the "**Joint Lead Managers**") have, pursuant to a subscription agreement (the "**Subscription Agreement**") dated 5 April 2022, 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 98.763 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.

Selling Restrictions – Prohibition of Sales to EEA Retail Investors

Each of the Joint Lead Managers has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the EEA.

For the purposes of this provision:

1. the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
2. the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

United States of America

The Notes have not been or will not be registered under the Securities Act or the securities laws of any State or other jurisdiction of the United States and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and applicable State securities laws. The Notes are being offered and sold outside the United States to non-U.S. persons pursuant to and in reliance on Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each of the Joint Lead Managers has agreed that it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 calendar days after the completion of the distribution within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation 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. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

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

This Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Joint Lead Managers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Prospectus does not constitute an offer to any person in the United States. Distribution of this Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Prohibition of Sales to UK Retail Investors

Each of the Joint Lead Managers has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the United Kingdom.

For the purposes of this provision:

1. the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
 - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.
2. the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Additional United Kingdom Securities Laws

Each of the Joint Lead Managers has represented and agreed, that:

1. **Financial promotion:** 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 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
2. **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

France

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 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 qualified investors (*investisseurs qualifiés*) as defined in, and in accordance with, Article 2(e) of the Prospectus Regulation and Articles L.411-1 and L.411-2 of the French *Code monétaire et financier*.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, each of the Joint Lead Managers has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver any Notes in the Republic of Italy ("**Italy**") and that copies of this Prospectus or any other document relating to the offering of the Notes have not and will not be distributed in Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any applicable provision of the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Consolidated Financial Services Act**") and/or Italian CONSOB regulations; or

- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the offering of the Notes in Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993, as amended from time to time (the "**Banking Act**") and CONSOB Regulation No. 20307 of 15 February 2018, as amended from time to time;
- (ii) in compliance with Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time; and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or any other Italian authority.

Any investor purchasing the Notes is exclusively responsible for ensuring that any offer or resale of the Notes it purchased in this offering occurs in compliance with applicable laws and regulations.

Singapore

Each of the Joint Lead Managers has represented and agreed that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each of the Joint Lead Managers has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (i) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or

- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

GENERAL INFORMATION

1. Approval and Admission to trading

This Prospectus has been approved by the AMF in France in its capacity as competent authority pursuant to the Prospectus Regulation and received the approval number no. 22-083 dated 5 April 2022. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

This Prospectus will be valid until the date of admission of the Notes to trading on Euronext Paris. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when the Prospectus is no longer valid.

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 (including the AMF's fees) is in aggregate € 14,600.

2. Clearing Systems

The Notes have been accepted for clearance through Euroclear France, Clearstream, Luxembourg and Euroclear.

The International Securities Identification Number (ISIN) for the Notes is FR0014009L57.

The Common Code for the Notes is 246617678.

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 this Prospectus (including the relevant sections of the documents incorporated by reference on pages 14 to 18, and in the section "Recent Developments", there has been (i) no significant change in the financial position or financial performance of the Issuer or the Group since 31 December 2021 and (ii) no material adverse change in the prospects of the Issuer since 30 June 2021.

4. Litigation

Except as disclosed in this Prospectus (including the relevant sections of the documents incorporated by reference on pages 14 to 18), 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 9 February 2022 and decisions of Mr. Alexandre Ricard, *Président du Conseil d'administration* et *Directeur Général* of the Issuer, dated 1 April 2022.

6. Material contracts

Except as disclosed in this Prospectus (including the relevant sections of the documents incorporated by reference on pages 14 to 18 and in the section "Recent Developments"), 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 interests

At the date of this Prospectus, there are no conflict of interests 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 the section "Subscription and Sale" and in the section "Use of Proceeds and Estimated Net Amount", to the knowledge of the Issuer, no person involved in the issue of the Notes has an interest material to the issue.

8. Availability of documents

For as long as any Notes are outstanding, the following documents can be inspected on the website of the Issuer (www.pernod-ricard.com):

- (i) this Prospectus together with any supplement to this Prospectus;
- (ii) the articles of association (*statuts*) of the Issuer; and
- (iii) the Documents Incorporated by Reference.

This Prospectus, any supplement thereto and the Documents Incorporated by Reference (with the exception of the 2022 Half-Year Financing Report) will be published on the website of the AMF (www.amf-france.org).

Free translations in the English language of the Documents Incorporated by Reference are available on the Issuer's website (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.

9. Auditors

The statutory auditors of the Issuer are KPMG S.A. (2, avenue Gambetta, Tour Egho – CS 60055, 92066 Paris-La Défense Cedex, France) and Deloitte & Associés (6, place de la Pyramide, Tour Majunga, 92908 Paris-La Défense Cedex, 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*). KPMG S.A. and Deloitte & Associés have audited and rendered (i) unqualified audit reports on the consolidated financial statements of the Issuer for each of the fiscal years ended 30 June 2020 and 30 June 2021 and (ii) an unqualified limited review report for the half-year consolidated interim financial statements for the period from 1 July 2021 to 31 December 2021.

10. Yield

The yield of the Notes is 1.563 per cent. *per annum* and is calculated on the basis of the issue price of the Notes and assuming that no Interest Step-Up is applied in accordance with Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*).

Upon the occurrence of a Sustainability Trigger Event, if the Interest Step-Up Margin of 0.25 per cent. *per annum* is applied in accordance with Condition 4.2 (*Interest rate adjustment upon the occurrence of a Sustainability Trigger Event*) as from the Interest Step-Up Date, the yield in respect of the Notes, being calculated at the Issue Date on the basis of the issue price of the Notes, would be 1.667 per cent. *per annum*.

None of the above is an indication of future yield.

11. **Forward-Looking Statements**

This Prospectus contains or incorporates by reference certain statements that are forward-looking including statements with respect to the Issuer's and the Group's business strategies, expansion and growth of operations, trends in the business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "believe", "expect", "project", "anticipate", "seek", "estimate" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. These forward-looking statements do not constitute profit forecasts or estimates under Commission Delegated Regulation (EU) 2019/980, as amended, supplementing the Prospectus Regulation.

12. **Rating**

The Notes have been assigned a rating of BBB+ by Standard & Poor's Global Ratings and Baa1 by Moody's Investors Service. The long-term debt of the Issuer has been assigned a rating of BBB+ (with stable outlook) by Standard & Poor's Global Ratings and Baa1 (with stable outlook) by Moody's Investors Service. Standard & Poor's Global Ratings 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/supervision/credit-rating-agencies/risk) as of the date of this Prospectus. Standard & Poor's Global Ratings and Moody's Investors Service are not established in the United Kingdom and are not registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). The ratings of the Notes have been endorsed by S&P Global Ratings UK Limited and Moody's Investors Service Ltd., respectively, in accordance with UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Standard & Poor's Global Ratings and Moody's Investors Service may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

According to Standard & Poor's Global Ratings' rating system, an obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments on the obligation. Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories. According to Moody's Investors Services' rating system, obligations rated Baa are subject to moderate credit risk. They are considered medium grade and as such may possess certain speculative characteristics. Moody's Investors Services appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category.

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.

13. **LEI**

The Legal Entity Identifier ("**LEI**") of the Issuer is 52990097YFPX9J0H5D87.

14. **Issuer's website**

The website of the Issuer is: www.pernod-ricard.com. The information on such website does not form part of this Prospectus, except where that information has been incorporated by reference into this Prospectus.

15. **Currency**

In this Prospectus, references to "**euro**", "**EURO**", "**Euro**", "**EUR**" and "**€**" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union and as amended by the Treaty of Amsterdam.

PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

I hereby certify that the information contained in this Prospectus is in accordance with the facts and makes no omission likely to affect its import.

PERNOD RICARD
5, cours Paul Ricard
75008 Paris
France

Duly represented by:
Alexandre Ricard, *Président du Conseil d'administration et Directeur Général* of the Issuer

Dated 5 April 2022



This Prospectus has been approved by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129, as amended.

The AMF has approved this Prospectus after having verified that the information it contains is complete, coherent and comprehensible within the meaning of Regulation (EU) 2017/1129, as amended.

This approval is not a favourable opinion on the Issuer and on the quality of the Notes described in this Prospectus. Investors should make their own assessment of the opportunity to invest in such Notes.

This Prospectus has been approved on 5 April 2022 and is valid until the date of admission of the Notes to trading on Euronext Paris and shall, during this period and in accordance with the provisions of article 23 of the Regulation (EU) 2017/1129, as amended, be completed by a supplement to the Prospectus in the event of new material facts or substantial errors or inaccuracies.

This Prospectus obtained the following approval number: n°22-083.

REGISTERED OFFICE OF THE ISSUER

Pernod Ricard
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75008 Paris
France

SOLE SUSTAINABILITY-LINKED STRUCTURING ADVISOR

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France

ACTIVE JOINT LEAD MANAGERS

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Ireland D02 RF29

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75009 Paris
France

Deutsche Bank Aktiengesellschaft
Mainzer Landstr. 11-17
60329 Frankfurt am Main
Germany

HSBC Continental Europe
38 avenue Kléber
75116 Paris
France

Natixis
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75013 Paris
France

Société Générale
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75009 Paris
France

PASSIVE JOINT LEAD MANAGERS

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France

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60310 Frankfurt am Main
Germany

Morgan Stanley Europe SE
Grosse Gallusstrasse 18
60312 Frankfurt-am-Main
Germany

Skandinaviska Enskilda Banken AB (publ)
Kungsträdgårdsgatan 8
106 40 Stockholm
Sweden

Wells Fargo Securities Europe, S.A.
1-5 rue Paul Cézanne
75008 Paris
France

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

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MAKE-WHOLE CALCULATION AGENT

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France

LEGAL ADVISERS

To the Issuer as to French law

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To the Joint Lead Managers as to French law

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France