

Terms & Conditions

The following Terms & Conditions (Terms), together with our Privacy Policy and Supply Terms & Conditions are the complete terms of a legal agreement between you Wine Mate Pty Ltd, ABN 53 643 438 537 in relation to your access to and use of this website and the supply of products ordered via the website (if applicable). By accessing, browsing, or using this website, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, do not use this website.

Wine Mate Pty Ltd may alter these Terms from time to time by posting the altered version on this website. You should visit the website regularly to keep up to date with any alterations. By continuing to use this website, you accept the Terms current at the time you access and use it.

If you have any questions or need clarification on any information displayed on this website, please contact us:

- by phone, during normal business hours (9am to 5pm Western Standard Time) on **XXXXXX**;
- by email, at **XXXXXX**;

www.XXXXX.com.au is operated by Wine Mate Pty Ltd. Sale of liquor through www.XXXX.com.au, is made under the company's liquor licence number **XXXXXXXXX** registered in NSW under the applicable NSW legislation.

Intellectual property

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Information on the website

Information on this website may or may not change from time to time. It is not promised or guaranteed to be correct, current, or complete. This website may contain technical inaccuracies or typographical errors. Wine Mate Pty Ltd assumes no responsibility (and expressly disclaims responsibility) for updating this site to keep information current or to ensure the accuracy or completeness of any posted information. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any products or services described on this website.

Third-party material

The website may provide links or references to third party websites (Linked Sites) or display material sourced from a third party (including a product supplier or consumer) (Third Party Material). Wine Mate Pty Ltd is not responsible for and does not endorse the content of Linked Sites or Third Party Material, any use (or misuse) of information you may supply to or obtain from a Linked Site or any Third Party Material, or for any goods or services offered via Linked Sites. Wine Mate Pty Ltd does not warrant or represent the accuracy, utility or any other characteristic of Third Party Material or information or content appearing on Linked Sites. Wine Mate Pty Ltd is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from this website.

Viruses

You are responsible to protect your computer from malicious or destructive content and programs such as viruses, worms and Trojans, and to protect your information as you deem appropriate. Use of the website: You agree to comply with all applicable domestic and international laws (including common law) applicable to your use of the website. Without limitation, you agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the website, including, but not limited to, by uploading or transmitting through the website any viruses, worms, Trojans or other potentially destructive programs designed to interfere with, interrupt or disrupt the normal operating procedures of the website or any computer. You must not post on the website any material that is abusive, defamatory, obscene, contrary to law or to the rights of any party. Wine Mate Pty Ltd may block/delete from the website any material posted to the website that Wine Mate Pty Ltd decides contravenes that requirement. You must not impersonate or misappropriate the identity of another person. You must not attempt to use the website or any of its content to solicit others to participate in any organisation or commercial on-line service. Use of the website in contravention of these Terms may result in you being banned from the website, being liable to Wine Mate Pty Ltd for breach of contract and/or infringing applicable law.

Disclaimer of warranty

Use of this website is at your sole risk. To the extent legally permitted, all materials, information, products, programs and services are provided "as is", with no warranties or guarantees whatsoever. Wine Mate Pty Ltd expressly disclaims to the fullest extent permitted by law all express, implied, statutory and other warranties, guarantees or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary and intellectual property rights. Without limitation, Wine Mate Pty Ltd does not represent or warrant that the functions within the website will be uninterrupted, error-free or secure, that any defects will be corrected, or that the website or the server that makes the website available is free of viruses or other harmful elements. You agree that in using the website you have not relied on any statement or representation made by Wine Mate Pty Ltd not expressly contained in these Terms. You understand and agree that if you download or otherwise obtain materials, information, products, software, programs or services, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system. If applicable law prohibits the exclusion of any of the warranties referred to above, to the extent legally permitted, Wine Mate Pty Ltd limits its liability for breach of any such warranties, conditions or representations to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at Wine Mate Pty Ltd discretion.

Limitation of Liability

To the extent legally permitted, in no event will Wine Mate Pty Ltd be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from this website or any use of this website, or of any site or resource linked to, referenced or accessed through this website, or for the use or downloading, or access to, any materials, information, products or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if Wine Mate Pty Ltd is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort (including negligence) or any other legal theories. To the extent that the above exclusion of liability is unenforceable, invalid or ineffective for any reason, it will be severed from these Terms and Wine Mate Pty Ltd maximum aggregate liability for all losses, damages and other amounts referred to in the above exclusion of liability under any cause of action referred to in the above exclusion of liability is limited to AUD \$100.00.

Indemnity: You agree to indemnify, defend, and hold harmless Wine Mate Pty Ltd, its officers, directors, employees, agents, contractors, licensors and suppliers from and against all losses, expenses, claims, proceedings, damages and costs (including actual, special, direct, indirect, incidental, exemplary or consequential) of every kind and nature made by any other party due to

or arising out of any violation of these Terms, any terms and policies it incorporates by reference, the rights of another party, any applicable law, statute, ordinance or regulation or due to or arising out of any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the website using your Internet account.

Applicable law

These Terms are governed by the laws of NSW, Australia. The parties submit to the non-exclusive jurisdiction of the courts of NSW and its appellate courts and divisions.

Privacy Policy

This website is managed by Wine Mate Pty Ltd and we are committed to protecting the privacy of our online visitors as is clearly stated within our privacy policy, which is as follows:

Information Collection

Data can be collected and processed when our website is in operation by you. The following are approved methods of collection:

- If you register for information by filling out a form we can collect the information provided.
- Traffic data, weblogs, location data, and any other communication can be collected. These details come from your visit to our site and any resource tools you use while on the site.
- Any communication on our website or to personnel allows us to collect information.

Use of Cookies

Circumstances may arise when we may need to gather information about your computer to help provide appropriate services or products to you. The data gathered is solely statistical data, which may be shared with advertisers.

The facts collected about you are statistical only. No identifying information will be shared about our visitors and how they made use of our site. No personal details will ever be shared.

Cookies are used to collect general online usage by using a cookie file. If used this cookie file is downloaded without prompting. It will be placed on your hard drive with information transferred to the hard drive allowing the cookies to be used for data collection. A cookie is used to improve any services/ products, or overall website characteristic we offer you.

We may use such IP addresses to help diagnose problems with our servers & track movement within our website.

If you decide to decline acceptance of cookies, you may not have access to or receive limited access to, some features on the Wine Mate Pty Ltd website.

Use of Your Information

Information stored and collected about you may be used for the following purposes:

- To provide the products and services you request
- To improve the content of our website

Notification re- changes or improvements may be sent to you in regard to product or service changes that could affect our service to you. Existing customers can be contacted on the topic of goods or services related to a previous sale, if we feel you might be interested in these additional topics. Added use of your data may include permission for third parties to use your data. This permission would be granted by you in regard to unrelated products or services that may be in your interests. We or third parties can only contact you in regard to this information if consent has been provided for information collection. Third party contact or communications from our website, as a new customer, is only made if you have granted us permission. These communications are only offered for information you consented to and no other unrelated information. Data that you do not want us to use or third parties to use can be withheld, once consent has been given regarding

our collection of your data. We will always provide you with an opportunity to decline communications and our or third-party data usage. Identifiable data, which could be used to disclose who you are, is never shared. We only provide statistical related data about our visitors to third parties like advertisers to ensure your privacy.

Storing & Protecting Your Personal Data

We take all reasonable processes to ensure your data is secure and in agreement with our Privacy Policy as outlined here. Transmission of data on the internet can never be ultimately secure. We do not and cannot guarantee security of information collected electronically or transmitted; however, we take all necessary steps to provide the best security available. As a result of our inability to guarantee safety, you are submitting information to us at your own risk. Where needed a password may be necessary to access areas of our site. You are responsible for the safety and confidentiality of the password you generate. The Wine Mate Pty Ltd website provides you the opportunity to opt-in to receive communications from us in the form of a "newsletter" You always have the option of removing your name from our e-mail mailing list(s) so that you will not receive further e-mail promotional communications from us. In order to ensure immediate removal from any list, it is best to follow the specific instructions outlined within the communications you receive from us.

Third Party Links

Links might be discovered on our site that belong to third parties. These are links to resources that we believe may be useful, however they are operated by third parties that operate under different privacy policies. Any third-party website on our site has a privacy policy. We encourage you to review those privacy policies, as we have no control over information you may submit to those third parties.

Policy Updates

Updates of our Privacy Policy are completed frequently, thus you should peruse this Policy habitually. Your continued use of the Wine Mate Pty Ltd website following the posting of any changes to this Policy means you accept those changes.

Returns Policy

You may return any alcohol that are not of merchantable quality at the time of delivery or are not in accordance with your order by contacting us within 14 days of the delivery date. Where alcohol is to be returned, please send it via Australia Post or Fastway Couriers, alcohol should be packed to avoid breakage in transit and addressed to our Sydney address. Freight costs for return of liquor that are not of merchantable quality at the time of delivery or are not in accordance with your order will be at our cost. We will issue you a credit in the amount paid for the returned alcohol or send replacement bottles at our discretion once the items have been returned.