

## **EJ CARR Wine Club Terms and Conditions**

This document (together with the documents referred to in it) sets out the terms and conditions (“**Terms and Conditions**”) that apply to membership of the EJ Carr Wine Club (“**Wine Club**”). Please read these Terms and Conditions carefully before you apply to be a member of the Wine Club. By submitting your application for membership of the Wine Club, you confirm that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree to these Terms and Conditions, you are not eligible to be a member of the Wine Club.

### **1. About the Wine Club**

The Wine Club is operated by Accolade Wines Australia Limited ABN 86 008 273 907 (together “we”, “us” or “our”) having its registered office at Reynell Road, Reynella, SA 5161 Australia.

### **2. How do I join the Wine Club?**

In order to be eligible to be a member of the Wine Club, you must:

- be 18 years or older;
- be a resident of Australia;
- agree to our Terms and Conditions;
- be invited to join the Wine Club; and
- complete and submit an application form including all requested information].

By submitting an application to join the Wine Club you are subject to and agree to these Terms and Conditions.

You will become a member of the Wine Club once we notify you that your application has been approved.

We may impose a limit on membership numbers in our discretion. If membership is at capacity (as determined by us) at the time you submit your application, you will be placed on our membership waitlist. There is no cost to join the membership waitlist. Once a membership becomes available, we will notify you at the details provided at the time of joining the waitlist and request you submit an application to join the Wine Club.

We may choose (in our absolute discretion) not to grant membership of the Wine Club to any applicant.

### **3. Membership Benefits**

As a member of the Wine Club, you will receive the following benefits:

- exclusive promotional offers on our wines;
- the following gifts/wines on an annual basis:
  - a Christmas gift;
  - a 750ml bottle of the limited release House of Arras Museum Blanc de Blanc;
  - a 1.5 litre bottle of EJ Carr Late Disgorged;
  - one package of selected wines as selected by you from three available packages [www.houseofarras.com.au/wine-club](http://www.houseofarras.com.au/wine-club) for a description of the packages), together the “**Annual Package**”;
- first access to our limited release wines and back vintage releases;

- invitations to Wine Club events and functions; and
- regular emails with offers and updates on our news and events,

collectively the “**Benefits**”.

The Annual Package is subject to change and we reserve the right to substitute another gift or product of equal or greater value in our discretion. If the Annual Package changes, we will provide you with prior written notice of the change. A change to the Annual Package will entitle you to cancel your membership (without charge) on written notice to us. We must receive your written cancellation within 30 days of receiving notice of the change in Annual Package. If you do not cancel your membership, you will be deemed to have accepted the change in the Annual Package.

#### **4. Membership Fee**

The membership fee for the Wine Club is \$1200 per annum (“**Annual Fee**”). The Annual Fee may be amended by us from time to time and we will notify you of any changes prior to them coming into effect. If we change the Annual Fee, you will have the opportunity to cancel your membership to the Wine Club. We must receive your written cancellation within 30 days of receiving notice of the change in Annual Fee. If you do not cancel your membership, you will be deemed to have accepted the change in the Annual Fee.

The Annual Fee entitles you to receive the Benefits.

By joining the Wine Club, you authorise us to debit your credit card (Mastercard, Visa or American Express only) in the amount of the Annual Fee:

- on acceptance of your application to join the Wine Club by us; and
- on the anniversary of the date of acceptance of your application to join the Wine Club.

#### **5. Annual Package**

The estimated delivery date for the Annual Package or elements of the Annual Package will be communicated to you.

As part of the Annual Package, you have the option to select one of three specially curated wine packages. You must select which package you wish to receive by 30<sup>th</sup> November annually. If you do not select a package by this date, the default package will be selected.

#### **6. Welcome Gift**

You will receive a gift with your first Annual Package valued at approximately \$70 (“**Welcome Gift**”). The Welcome Gift is limited to one gift per household. You are not eligible for a gift if you cancel your membership and re-join the Wine Club at a later time.

The gift is not transferable or exchangeable and cannot be redeemed for cash. We accept no responsibility for any variation in gift value. If a gift or any element of a gift is unavailable for any reason, we may substitute for that gift or element of that gift another item of equal or higher value as determined in our sole discretion.

We may in our sole discretion cancel, terminate, modify or suspend the offer.

We are not liable for any tax implications arising from the receipt of gifts. Independent financial advice should be sought. Where this offer involves, for GST purposes, supplies being made for non-monetary consideration, claimants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

#### **7. Payment**

If the details of your nominated payment method have changed or expired, you must provide us with a valid payment method as soon as possible. If a payment is declined for any reason (including without limitation due to a change in nominated payment method details), you have five business days after notification of decline to make payment. If payment has not been made after five business days from notification of decline, your membership to the Wine Club will be cancelled. If, at the time of membership cancellation, membership of the Wine Club is at capacity, you may need to go on a membership waitlist to re-join the Wine Club.

There is currently no surcharge of which applies to payments made by American Express. If there are any subsequent changes you will be informed and a different payment option will be made available.

Payment may be accepted by other methods as agreed between us and you. Should you wish to make payment by any other method, please contact [wineclub@houseofarras.com.au](mailto:wineclub@houseofarras.com.au)

## **Delivery**

Membership in the Wine Club entitles you to free delivery/freight on the Annual Package and any other purchases you may make through the Bay of Fires Cellar Door or at our website [www.houseofarras.com.au](http://www.houseofarras.com.au). Delivery is only to Australian addresses. Deliveries are distributed by our third party service provider and are unable to be delivered to Post Office boxes.

Please be aware our delivery service provider does not permit delivery of your Annual Package to minors and reserves the right to request a valid ID as proof of age on delivery. If there is no-one in attendance at the delivery address to accept the delivery, the delivery will be carted to the specified destination. Deliveries containing alcohol are not permitted to be safe dropped. We do not accept any liability or responsibility if the Annual Package is left unattended.

We accept no responsibility for deliveries to incorrect or incomplete addresses provided by customers. If you provide an incorrect address and delivery is completed, you will be responsible for the purchase. If you provide an incorrect address and delivery is not completed, the order will be returned to us and you will be responsible for any charges incurred in re-delivering the wine to the correct address.

Risk and title in wine purchased from us will pass to you upon delivery of the wine at your nominated delivery address. We accept no responsibility for damage cause to wine after delivery.

Delivery on all purchases is subject to the terms and conditions of our third party service provider. Please contact us for a copy or those terms and conditions.

## **8. How do I cancel my membership of the Wine Club?**

Subject to the cancellation terms specified below, you may cancel your membership at any time by contacting the Wine Club by email [wineclub@houseofarras.com.au](mailto:wineclub@houseofarras.com.au) , phone (03) 6382 7622 or at the Bay of Fires Cellar Door located at 40 Baxters Road, Pipers River, Tasmania.

Our membership cancellation terms are as follows:

- if you cancel your membership within 14 days after your application for membership is approved, then no monies will be charged to you; and
- if you cancel your membership more than 14 days after your application for membership is approved but before your Welcome Gift or first Annual Package has been dispatched, you consent to us debiting your nominated payment method an administrative fee of \$75; and
- if you cancel your membership after payment of the Annual Fee (in any given membership year), the Annual Fee for that Wine Club membership year will not be refunded and the Annual Package will be fulfilled in accordance with these Terms and Conditions.

## **9. How can we make changes to the Terms and Conditions?**

We may amend these Terms and Conditions from time to time. You should regularly check these Terms and Conditions for any changes, as they are binding on you.

If we decide to change the Terms and Conditions in a way that we think may substantially and adversely affect your rights, we will notify you by email. If we do not have an email address, we will notify you by direct mail. Your continued participation in the Wine Club after such notification will constitute acceptance of the new terms.

#### **10. What are the Wine Club's legal limitations of liability?**

As a consumer, you have certain rights under consumer protection legislation, including the Australian Consumer Law ("**Consumer Rights**"), which cannot be excluded or limited by us. Nothing in these Terms and Conditions is intended to exclude, restrict or modify your Consumer Rights.

We make no representations or warranties, express or implied, other than terms, conditions and warranties implied by law and incapable of exclusion, with respect to the availability, performance, security, characteristics or operation of any goods or services offered by us and will not be responsible for breach of any such representations or warranties.

Apart from any other remedy that you may have a right to under law and that cannot be excluded, we limit our liability for a breach of your Consumer Rights, at our option, to:

- in the case of services, the supply of the services again or the payment of the cost of having the services supplied again; and
- in the case of goods, the replacement of the goods or the supply of equivalent good or the payment of the cost of replacing the goods or acquiring equivalent goods.

Apart from any loss or damage that you may have a right to under law and that cannot be excluded, we will not be responsible for any loss or damage (including but not limited to any direct, indirect or consequential loss, damage, expense or injury suffered) that was not reasonably foreseeable to both parties at the time of entry into these Terms and Conditions, howsoever caused and whether arising in contract, tort (including negligence) or otherwise.

We assume no responsibility for any failure by you to receive any communications or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then we may (where necessary with the approval of any relevant authority) modify, cancel, terminate or suspend membership of the Wine Club.

#### **11. Privacy**

Personal information will be collected when you apply to become a member of the Wine Club, and at other times when you provide information to us. Your personal information will be collected and used in accordance with our Privacy Policy which may be viewed [here](#). By using our site and providing us with your personal information, you consent to such processing and you warrant that all data provided by you is accurate.

If we do not collect your personal information, you may not be able to fully participate in the Benefits, such as purchasing products or receiving the Annual Package. We may disclose your personal information to third parties for the sole purpose of providing you with the Benefits. Such third parties may operate or hold data in Australia or in overseas countries which may include (but are not limited to) New Zealand, the United Kingdom and the United States of America.

You consent to the storage of your personal information on our database and we may use this information for future promotional and marketing purposes regarding our products.

Our [privacy policy](#) contains further information about how you may access and seek correction of the personal information that is held by us and how you may complain about a breach of the Australian Privacy Principles or a registered privacy code that binds us and how we will deal with such a complaint. Contact our Privacy Officer by email at [privacy@accolade-wines.com](mailto:privacy@accolade-wines.com), by post at Reynell Road, Reynella SA 5161, Australia or by facsimile at 08 8392 2122.

#### **12. Do any other terms apply to me when joining the Wine Club?**

Membership of the Wine Club is also subject our [Privacy Policy](#), our [Terms of Website Use](#) and our [Acceptable Use Policy](#).

All Benefits must be for your personal consumption only and must not be used for retail sale.

**13. Is there anything else I should know?**

We may suspend or terminate the Wine Club at any time. We may, in our absolute discretion, choose to either: (a) fulfil any outstanding Annual Packages made prior to the date of suspension or termination; or (b) provide a refund of the purchase price of any Annual Package made prior to the date of suspension or termination.

We reserve the right to request verification of your age, identity and residential address and any other information relevant to membership of the Wine Club. Verification is at our discretion and our decision is final.

We reserve the right to terminate the membership of any member who provides false information, fails to provide information, engages in illegal conduct or who is involved in any way in manipulating or interfering with the operations of the Wine Club.

We may transfer its rights and obligations under these Wine Club Terms to any third party provided this does not affect your rights under these Wine Club Terms in a negative way.

These Wine Club Terms are personal to you. You may not transfer your rights or obligations under these terms to anyone else.

These Wine Club Terms shall be governed by the laws of South Australia and the parties submit to the non-exclusive jurisdiction of the courts of South Australia.

We encourage you to drink responsibly.

It is an offence to sell, or supply to, or obtain liquor on behalf of a person under the age of 18 years.