

# Terms of Use

In this policy, “us”, “we”, or “our” means Mistletoe Winery, operators of this website.

These terms of use govern your use of and access to this website.

We may change part or all of the Terms at any time. The most current Terms will always be posted on the website. Your subsequent or continued use of this website will constitute your acceptance of any changes made to these terms. If you object to any of the terms in this document, or to any changes made to them, your only remedy is to immediately cease use of and access to this website.

These terms were last updated on 9 Oct 2018.

## Purchasing Online

### 1. MINIMUM AGE AND LEGAL CAPACITY

Purchasing products or services on this website is restricted to individuals 18 years of age or older. Individuals below the age of 18 may have purchases made on their behalf by a parent or guardian.

Should we suffer any loss or damage as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from the parents or guardians of the minor who caused the order to be placed.

### 2. ACCURACY OF PRODUCT DESCRIPTION

All products and services listed on this website are described to the best of our abilities and using the information available to us at the time. Care is taken to ensure that this information is correct, but we cannot eliminate the possibility of:

- Human error in entry of information
- Incorrect information provided to us by suppliers or distributors
- Failure of suppliers or distributors to supply updated information to us

We reserve the right to change any information including but not limited to pricing, specifications, descriptions, or product names without notice.

### 3. PAYMENT

All orders on this website must be pre-paid before fulfilment. All orders are placed in Australian dollars.

In the case that you pay for an order with your credit card, we do not store your credit card number on our servers, however it may be retained by our payment gateway provider in circumstances where this is required.

In the case of offline payment, we will contact you to arrange payment. This process must be completed before your order can ship.

In cases where your payment for an order fails for reasons including but not limited to insufficient card credit, or cheque dishonour, we do not warrant that stock will be held until an alternate payment method is available or the original payment method made to function.

#### **4. PRICES AND TAXES**

Prices are displayed to Australian visitors of this website (unless otherwise marked) including GST if applicable to the product, and in Australian Dollars.

If we determine that you are in a foreign country, we may display prices to you without GST and/or in alternate currencies.

#### **5. RETURN POLICY**

In the case of purchase of a physical product from this website which satisfies one or more of the following cases we will gladly arrange a refund or exchange of the product:

- The product proves faulty within 14 days of receiving the product and/or date of invoice
- The product does not match its description as provided when sold
- The product received is not the product ordered
- The product has been damaged in transit

Please contact us immediately if any of the above occurs to arrange a return. Products returned without prior notice will be rejected.

Please ensure that returned products are safely packed in their original packaging. We will not be held liable for damage to products incurred during return shipping.

Refunds will be issued to the extent required by the Trade Practices Act 1974 (Cwth) and Sale of Goods Act 1958 (Vic). No part of these terms of use is to be taken as an express or implied repudiation of our obligations under these pieces of legislation.

#### **6. TAX INVOICE**

Upon completion of your order, we will supply a Tax Invoice to you in the form of an email. Please ensure that the email address you have provided us is correct.

#### **7. SECURITY**

We use industry-standard SSL encryption where applicable to protect the privacy of information in transit between this website, yourself, and our suppliers including payment gateways.

You acknowledge that the security of communications sent by electronic means cannot be guaranteed. You provide information to us via the internet at your own risk. We cannot

accept responsibility for misuse or loss of, or unauthorised access to, your personal information where the security of information is not wholly within our control.

## **8. LIMITATION OF LIABILITY**

Under no circumstances will we be liable for any direct, indirect, incidental, consequential or other damages resulting from the purchase, delivery, use, or return of any product or service purchased from this website beyond the value of the item purchased, including but not limited to loss of profits or interruption to business.

# **General Terms**

## **1. JURISDICTION**

These terms shall be construed in accordance with and governed by the laws of Victoria, Australia. You consent to the exclusive jurisdiction of the courts in Victoria to determine any matter or dispute which arises under these terms.

## **2. ACCESS**

While we make every reasonable effort to ensure that the website is available and fully operational at all times, we do not make any representation or warranty that your access will be uninterrupted or error free. Your access to this website may be suspended without notice in the case of system failure, maintenance or repair or any reason beyond our control.

We reserve the right to change or discontinue any feature or service on the site at any time without notice.

We reserve the right to terminate your access to this website and prevent further access without warning or notice in response to breaches of this policy by yourself, breaches of any applicable laws, or suspicious activity.

## **3. CONDUCT**

You must not use, or attempt to use this website:

- in breach of any applicable laws of the State of Victoria, Commonwealth of Australia, or local laws in your jurisdiction
- to impersonate any person or entity
- to solicit money, passwords, personal information or other property from any person or entity
- to harm, abuse, harass, threaten, stalk, intimidate or offend any person or entity
- to publish or facilitate publication of personal information of a third party without their consent
- to publish or facilitate publication of material for which you do not have ownership, title, or consent from the owner or title holder to do so
- to publish or facilitate publication of pornographic or offensive material

- to publish or facilitate publication of material including viruses or other computer code, files, or programs designed to interrupt or damage the functionality of computer software or hardware
- to publish or facilitate publication of advertising material for yourself or any other party without our express consent to do so

Breaching of these rules of conduct may result in termination of your access to this website and prevention of further access without warning or notice.

#### **4. PRIVACY**

Please review our Privacy Policy, which also governs your visit to this website, to understand our practices.

#### **5. COPYRIGHT**

Except where expressly provided to the contrary by these terms, you do not have any right, title or interest in or to any proprietary rights relating to the website.

This website may contain material that is protected by copyright, trade mark, and other laws. Except where expressly provided to the contrary, you may only reproduce and distribute the material on the website for your own personal, non-commercial use. Material published on or sourced from this website must not be used, stored, reproduced, published, altered or transmitted in any form or by any means in whole or in part without our prior written consent, with the following exceptions:

- Where such use, reproduction, etc, constitutes Fair Use under the Copyright Act
- Where such use, reproduction, etc, is undertaken by normal processes on your computer only (such as your web browser's cache).

#### **6. THIRD PARTIES**

Certain areas of this website may contain links to external websites. These external websites do not form part of this website and are not within our control. We do not accept any responsibility for the contents of any third party website.

Certain areas of this website may display third party advertising. Our display of this advertising should not be construed in any way as an endorsement or recommendation of the advertising network, advertiser, or their products or services.

Certain areas of this website may provide the ability to contact third parties. If you contact any third party as a consequence of visiting this website, we do not accept any responsibility for any communications or activity (including but not limited to business transactions) between yourself and the third party.

#### **7. LIMITATION OF LIABILITY**

Your use of this website is undertaken at your own risk.

To the extent permitted under the Trade Practices Act 1974 and other relevant legislation, this website and all information, content, materials, products and services included or otherwise made available are provided on an 'as is' basis, unless otherwise specified. We make no representations or warranties of any kind, express or implied, as to the accuracy of information on this website.

By continued use of this website, you agree that we will not be held liable for any damages of any kind arising from the use of this website or from any information, content, materials, products or services therein, unless otherwise specified in writing.

In the case of goods or services supplied or offered via this website, our liability will be limited to the amount paid by yourself (excluding any shipping and/or handling charges) for those goods and services.