

TERMS AND CONDITIONS FOR ROCHFORD MEMBERSHIP 12 MONTH CONTRACTS

AGREEMENT

Rochford Wines Pty Ltd does not sell alcohol to persons under the age of 18. By participating in our Membership Program, you confirm that you are over the age of 18. Rochford Wines Pty Ltd makes every effort to ensure that alcoholic beverages are not delivered to anyone who is under the age of 18. By participating in our membership program you are acknowledging that the person receiving a shipment of alcoholic beverages from Rochford Wines Pty Ltd is over the age of 18.

If you intentionally or unintentionally misrepresent your age in order to provide alcohol to a person under the age of 18, Rochford Wines Pty Ltd will prosecute you to the full extent allowable by law. If the person receiving the wine is unable to produce appropriate ID, our couriers will be unable to leave the wine.

WARNING Under the Liquor Control Reform Act 1998 it is an offence to supply alcohol to a person under the age of 18 years. The penalty exceeds \$7,000. It is an offence for a person under the age of 18 years to purchase or receive liquor. The penalty exceeds \$600. Licence No. 32606438

IF YOU DO NOT AGREE WITH THESE CONDITIONS YOUR MEMBERSHIP WILL NOT BE ACCEPTED BY ROCHFORD WINES

Your order is an offer to buy from Rochford Wines and to participate in our Membership program. There will be no contract of any kind between you and Rochford Wines Pty Ltd unless and until we accept your order, and in the case of wines and goods to be delivered to you, when we debit your credit card. We will collect your credit card information purely for the use to charge the order of your wines to your credit card as a part of the Membership program. By joining a Rochford membership you agree to give Rochford Wines the right to charge your credit card for the agreed charges pertinent to the membership you are signing.

Rochford Member:

As a Rochford Club Member you have agreed to a commitment with Rochford Wines to order 6 or more bottles of wines from Rochford Wines in one purchase; your membership commences on your first order date.

You are entitled to purchase additional wines at the agreed Rochford Club Membership offer of 10% off for 6 to 11 bottles, 15% off for 12 to 23 bottles, 20% off for 24 to 47 bottles 25% off for 48 or more bottles in one transaction. Not all Rochford Wines are available for discount*.

Silver+ Member:

As a Silver+ Member, you and Rochford Wines agree you will purchase 24 bottles of Rochford Wines from the participating wines available within the program, in a 12-month period. Your membership commences on your first order date.

Within the agreed 12-month period, you will provide Rochford Wines your legitimate current credit card details which will be the credit card you authorise Rochford Wines to apply charges to, for the purchases of wines related to your membership.

At the time of completing your initial Membership order, you agree to purchasing a minimum of 12 bottles (first order) upfront, with a further order of an additional 12 bottles (second order) to be pre-ordered and a date of delivery for the second order specified. If you wish to change your pre-ordered wines, you must get in contact with a Rochford Wines representative at least 2 x weeks prior to shipment date.

As a Silver + Member you agree that your legitimate credit card will be charged 1 x week prior to shipment date.

Note: minimum quantity order 12 bottles. No six packs, 8 packs or mixed numbers packs.

Note: Wines not available towards membership program requirements include: Rochford Club label Silver Member wine offer - \$108 for 1 x dozen and all special offers.

Gold+ Member:

As a Gold+ Member, you and Rochford Wines agree you will purchase 48 bottles of Rochford Wines from the participating wines available within the program, in a 12-month period. Your membership commences on your first order date.

Within the agreed 12-month period, you will provide Rochford Wines your legitimate current credit card details which will be the credit card you authorise Rochford Wines to apply charges to, for the purchases of wines related to your membership.

At the time of completing your initial Membership order, you agree to purchasing a minimum of 24 bottles (first order) upfront, with further orders making up an additional 24 bottles (2 x 12 bottle orders – second and third order) to be pre-ordered and a date of delivery for the second and third order specified. If you wish to change your pre-ordered wines, you must get in contact with a Rochford Wines representative at least 2 x weeks prior to shipment date.

As a Gold+ Member you agree that your legitimate credit card will be charged 1 x week prior to shipment date.

Note: minimum quantity order 12 bottles. No six packs, 8 packs or mixed numbers packs.

Note: Wines not available towards membership program requirements are Rochford Club label Gold Member wine offer - \$99 for 1 x dozen and all special offers.

For All Memberships:

Note: Free Shipping only applies to orders of 12 or more bottles. Orders for less than 12 bottles will have regular postage applied.

***Note:** some exclusions apply, not all Rochford Wines are available for purchase or discount within the Membership program. Wines not included within the Membership program for special discounts are: Rochford Club label wines.

***Note:** For Silver + and Gold+ Members, additional Cellar Door purchases do not contribute to your membership requirements.

***Note:** Wines chosen for future shipments are subject to availability. Rochford Wines reserves the right to substitute wines selected with follow on vintages or a similar wine if a chosen wine is not available at the time of shipment. You can view your future orders at any time by logging into your account at www.rochfordwines.com.au.

*Rochford Wines reserves the right to change which wines are or are not included within the Membership programs.

If you are a Silver+ or Gold+ Member, you are eligible to receive vouchers from Rochford Wines. These vouchers are not eligible to use towards your membership requirements. Vouchers are only available for online purchases at www.rochfordwines.com.au

Rochford Restaurant benefits for Silver+ and Gold+ members are only available on a la carte and beverages purchases charged to your table. Silver+ members receive 15% off to a maximum discount of \$50 per table. Gold+ members receive 25% off to a maximum discount of \$100 per table. Member benefits do not extend to Group package and functions bookings or special menu days with a set price unless stipulated. Member Restaurant benefits cannot be used in conjunction with any other discounts or offers.

Member benefits and discounts for all membership types are not valid on concert and event days unless specified.

Membership Continuation:

Rochford Wines will contact you four (4) weeks prior to the completion of your Membership to enroll you in a continued Membership program, discuss any changes to the program, or to cancel your Membership.

If you fail to communicate with Rochford Wines via phone, email, SMS or other, and do not return Rochford Wines' communication, it will be assumed your membership will automatically continue and your preferences for wines in previous orders will be replicated.

At any point up until then, we may decline to supply the goods or services to you without giving any reason. At the time in which we accept your order or in the case of delivery of goods, when we debit your credit card, a contract will be made between you and Rochford Wines.

All wines or other goods ordered remain the property of Rochford Wines until payment is received in full. Our total liability to you for non-delivery of purchased goods is limited to the purchase price of the products.

Rochford Wines shall not be liable for any delay in delivering your wine if that delay or failure is caused by circumstances beyond our control such as war, riot, civil commotion, malicious damage, compliance with any current or future law or governmental order, rule, regulation or direction, fire, flood, storm or other poor weather conditions, Act of God, failure of ISP or telecommunications provider in connection with the performance of this Agreement.

Rochford Wines reserves the right to modify the terms, conditions and notices contained within the membership program without notice to you. Your continued participation within the membership program after any such change constitutes your agreement to such change. Rochford Wines Pty Ltd further reserves the right to change prices and other information on the website at any time without notice to you. The posting of prices and other terms of sale within the membership program or on the Rochford Wines website shall not constitute a binding agreement and Rochford Wines is not obliged to sell products on such terms.

Credit Card Expired / Cancelled Credit Card or Incorrect Details:

It's your responsibility to keep your credit card details and contact information up to date. If your credit card has expired, or you have provided incorrect card details Rochford's staff members will do their best to contact you to update your details. If Rochford is unable to get in contact, your membership will expire effective immediately.

All content, including without limitation graphics, logos, text, images and other features, appearing on this website and within our Membership program documentation, and their associated copyrights, trademarks and other intellectual property are owned, controlled or licensed by Rochford Wines. This content is protected by copyright separately and as a collective work or compilation under Australian and international copyright law and is the property of the Rochford Wines Pty Ltd, its licensors, or the party credited as the provider of the content or other third-party owners of the content, as the case may be.

As the user of this website and as a participant in our membership program you may not copy, distribute, transmit, reproduce, publish, create derivative works or in any way use any of the content on this website or from our Membership program documentation without the prior written permission of Rochford Wines Pty Ltd. This prohibition includes without limitation the publication of any part of this content on any other website, selling or offering it for sale, or using it to create any kind of database.

This membership program and the Rochford Wines website is provided by Rochford Wines Pty Ltd on an "as is" basis. Rochford Wines Pty Ltd to the maximum extent permitted by applicable law makes no representations or warranties of any kind; express or implied, as to the operation of the membership program and the Rochford Wines website related to the information, content, materials, or products included. Rochford Wines Pty Ltd disclaims all warranties, express, statutory or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose; warranties or conditions of workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens and non-infringement; warranties or conditions arising in the course of dealing or the usage of trade.

This Agreement comprises the entire agreement between you and Rochford Wines Pty Ltd and supersedes all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. This Agreement is personal to you and you may not transfer, assign, or delegate this Agreement to anyone without the express written permission of Rochford Wines Pty Ltd. Any attempt by you to assign, transfer, or delegate this Agreement without the express written permission of Rochford Wines Pty Ltd shall be null and void.

Rochford Wines Pty Ltd makes no representations or warranties whatsoever that access to this website or being a participant of the Rochford Wines membership program, will be uninterrupted or error-free or that any information, software or other material accessible on or through the website is free of viruses or other harmful components. Your use of the Rochford Wines Pty Ltd website, or being a part of the Rochford Wines Membership program, is at your own risk and you assume full responsibility for all costs associated with all necessary servicing or repair of any equipment you use in connection with your use of this website or to participate in the Membership program.

Rochford Wines Pty Ltd will not be liable for any damages of any kind arising from the use of the site, or from participating in the Rochford Wines Membership program including without limitation direct, indirect, incidental, punitive or consequential damages.

For your convenience, Rochford Wines Pty Ltd may include links to other sites on the Internet that are owned or operated by third parties. When linking to such a site, you do so at your own risk. The inclusion of any link on the Rochford Wines Pty Ltd website does not imply that Rochford Wines Pty Ltd endorses the linked site.

RISKS & WARNINGS

Customers should also be aware of the following fundamental risks and warnings:

- Alcohol should be consumed in moderation and never in conjunction with operating a motor vehicle or machinery. Women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. Alcohol consumption may cause health problems.
- A case of wine is heavy, so extra care should be taken when lifting it. If you are concerned about the weight we advise that you transfer the bottles 1 or 2 at a time.
- Red wine in particular may cause staining if spilt, so extra care should be taken.
- Sparkling wines can be volatile due to the buildup of gasses. Extra care should be taken when opening these.

RESPONSIBLE USE OF ALCOHOL

Rochford Wines Pty Ltd is a company that promotes the use of its wine products in a socially responsible way. Our position on the use of alcohol, and the information you may receive regarding our wine products when using this website or being a part of our membership program, is as follows:

- We encourage responsible use and enjoyment of alcohol.
- We believe that that you are responsible for monitoring and understanding your own consumption of alcohol and should do so as part of a balanced approach to your life. In particular wine is best enjoyed when complemented by good friends and good food.
- We sell wine to a number of countries around the world, and we subscribe to the voluntary self-regulation by wine producers to standards of alcohol advertising and promotion that support responsible alcohol consumption, and discourage drinking by under-age, inexperienced or at-risk consumers.

It is your responsibility to understand the laws of the country and state in which you live and drink, particularly age restrictions on alcohol consumption, which can differ from 18 years to 25 or over.

Some information about responsible drinking:

For information about wine and health and the recognised guidelines for moderate consumption visit www.drinkwise.org.au.

Rochford Wines encourages you to seek out information relating to the appropriate use of alcohol, and hope that you enjoy our wines.