

BUNNAMAGOO ESTATE WINES

CLUB BUNNAMAGOO

Terms and Conditions for Club Classic Membership

These Terms and Conditions are applicable to membership of Club Bunnamagoo provided by Paspaley Pastoral Company Pty Ltd ABN 43 107 413 669 trading as Bunnamagoo Estate and Bunnamagoo Estate Wines.

These Terms and Conditions are effective from September 2021.

These Terms and Conditions are governed by New South Wales Liquor Licence LIQW880010130.

1. Membership

1.1 Applications for Membership

- (a) To become a Member, You must:
 - (i) be 18 years of age or older as at the date of Your application; and
 - (ii) submit an application by completing the form available at <https://www.bunnamagoowines.com.au/become-a-member/> or by emailing club@bunnamagoowines.com.au.
- (b) By applying for Membership, You:
 - (i) will be taken to agree to these Terms and Conditions in their entirety; and
 - (ii) will, upon request by Us, provide verification of Your age, identity, residence or any other information reasonably connected with Your application for Membership.
- (c) We may refuse Your application for Membership for any reason at Our absolute discretion.
- (d) If We accept Your application for Membership, You will be issued with a unique 'Membership Number' which will be used by Us for identification purposes.

1.2 Membership Benefits

- (a) Subject to complying with these Terms and Conditions, including the Commitments, You will receive the Benefits.
- (b) You will only receive Benefits during the Term.
- (c) Membership is personal to You and is not transferable to any other person.
- (d) We may request that You provide Your Membership Number before We provide, offer or make available a Benefit to You. Failure to provide Your Membership Number in response to such a request may, at Our absolute discretion, result in Us not providing, offering or making available the relevant Benefit.

1.3 Membership Commitments

- (a) You must comply with the Commitments.

- (b) If You fail to purchase either your Second Order or Third Order as described in the Commitments, We will charge Your credit card (held in accordance with clause 2.1) an amount equivalent to the price of the Welcome Dozen.
- (c) You must inform Us as soon as possible if any of Your relevant personal details change (including, Your delivery address, email address or phone number) by email addressed to: club@bunnamagoowines.com.au You must provide Your Membership Number in that email.

1.4 Membership Term

Your Membership will commence on the date on which You agree to these Terms and Conditions and, unless terminated earlier in accordance with these Terms and Conditions, will expire on the date on which You advise that You want to terminate Your Membership in accordance with these Terms and Conditions.

1.5 Termination of membership

- (a) We reserve the right to terminate Your Membership if We reasonably believe that:
 - (i) You have not provided information reasonably requested by Us in connection with Your Membership;
 - (ii) it is required by or in connection with any law or any liquor licence held by Us;
 - (iii) You have breached these Terms and Conditions; or
 - (iv) fraudulent conduct has been engaged in with respect to Your Membership.
- (b) You may terminate Your Membership at any time after You have paid for Your Third Order by notifying Us via email addressed to: club@bunnamagoowines.com.au.
- (c) Upon receiving notification under clause 1.5(b), We will terminate Your membership and You will cease to receive any Benefits.

2. Sales and delivery

2.1 Storage of Credit Card Information

- (a) By applying for Membership, You:
 - (i) agree to provide current, accurate and complete details of Your credit card (which card must be held with an Australian Deposit-Taking Institution);
 - (ii) agree to provide updated credit card details if Your credit card expires or is otherwise terminated during the Term; and
 - (iii) consent to Your credit card details being stored and used by a third-party provider.
- (b) You agree and authorise Us or a third-party (on Our behalf) to debit Your nominated credit card for the purchase of:
 - (i) Your Second Order;
 - (ii) Your Third Order;
 - (iii) any Wine (in addition to any of the Second Order, Third Order or Welcome Dozen) ordered in accordance with Your Membership; and

- (iv) any delivery, freight or ancillary costs relating to any Shipment.

2.2 Sales - General

- (a) We will not sell Wine to any person under 18 years of age.
- (b) Our sale of Wine to You is subject to the availability of Wine at the time of purchase.
- (c) You may only purchase Wine under Your Membership for personal consumption. You must not purchase Wine for resale or for any other commercial purpose. We reserve Our right to refuse to sell You Wine and, at Our discretion, terminate Your Membership if We reasonably suspect You are purchasing the Wine for resale or other commercial purposes.
- (d) Our sale of Wine is made in New South Wales in accordance with Our liquor licence.
- (e) We will only deliver Wine to addresses located within Australia where We are permitted by law to do so.

2.3 Delivery

- (a) You must pay any delivery, freight or ancillary costs associated with any Shipment of Wine:
 - (i) ordered by You; or
 - (ii) supplied to You in accordance with Your Membership.Such costs will be charged in addition to the price of the Wine.
- (b) In relation to each Shipment of Wine, We will:
 - (i) deliver the Shipment to the delivery address nominated in Your application for Membership, as updated by You from time to time;
 - (ii) not leave the Shipment at unattended premises unless requested by You to do so;
 - (iii) assume that any person 18 years or older who is at the delivery address is authorised by You to accept the Shipment;
 - (iv) not leave the Shipment with a person who is under 18 years of age or who cannot verify that they are 18 years of age or older.
- (c) You acknowledge and agree that if You or another person (who is 18 years of age or older and authorised to accept a Shipment on Your behalf) are not present at the delivery address at the time of delivery, the Shipment will need to be collected by You or re-delivered to You at Your expense.
- (d) Upon delivery of a Shipment to the delivery address, all risk and title in the Shipment shall pass to You and You will bear the risk of any loss, damage or deterioration of or to the goods from that time.
- (e) We will endeavour to provide You with an estimate of the date and time on which any Shipment will be delivered to You; however, We are unable to guarantee any delivery timeframe.

2.4 Returns and refunds

- (a) In the unlikely event that any Shipment contains Wine which is faulty, damaged or defective, please contact Us as soon as possible to discuss options for a refund or replacement of the Wine.
- (b) Nothing in these Terms and Conditions is intended to exclude or restrict any rights You have under any law which may apply to these Terms and Conditions, including under the *Competition and Consumer Act 2010* (Cth).

3. Club changes

- (a) We reserve the right to vary or add to these Terms and Conditions at any time and at Our discretion.
- (b) We will give You at least 30 days' notice of any material variations to these Terms and Conditions via email to the email address nominated by You in Your application for Membership, as updated by You from time to time.
- (c) Unless You advise Us otherwise, Your continued Membership will constitute acceptance of any revised Terms and Conditions.

4. Privacy

- (a) Our privacy policy, which can be found at <https://www.bunnamagoowines.com.au/privacy-policy/>, will apply to the collection, use and disclosure of Your personal information. By applying to become a Member, You consent to Your personal information being collected, used and disclosed in accordance with that policy. In particular (but without limiting the foregoing), You agree that Your personal information, including Your credit card details, may be provided to third-party providers of payment and other business services in connection with the sale and Shipment of Wine to You.
- (b) You agree that We may request verification of Your age, identity or residence or seek any other information reasonably connected with Your application.

5. Exclusions

We are not responsible for any loss, damage or claim in connection with any failure by You to provide Us with accurate or updated information, including Your delivery address.

6. General

- (a) You are solely responsible for paying any government tax, duty or other fee or charge that arises in connection with Your Membership or any Shipment of Wine in any way.
- (b) In any communication with Us, You must quote Your Membership Number.
- (c) Any failure or delay by Us in exercising Our rights under these Terms and Conditions does not constitute a waiver of those rights by Us.
- (d) These Terms and Conditions constitute the entire agreement between Us with respect to Your Membership and, except as expressly provided otherwise, all prior arrangements, agreements, representations and undertakings will have no effect.
- (e) A clause or part of a clause of these Terms and Conditions that is found to be illegal, invalid or unenforceable may be severed by these Terms and Conditions and the remaining clauses will continue in full force and effect.

- (f) All clauses of these Terms and Conditions which give rise to an ongoing obligation will survive termination of these Terms and Conditions.
- (g) These Terms and Conditions are governed by the law in force in New South Wales and You submit to the non-exclusive jurisdiction of the courts of New South Wales.

7. Defined terms and interpretation

7.1 Defined terms

In these Terms and Conditions, unless the context otherwise requires:

- (a) **Benefit** means the benefits described in Part A of the Annexure and any other service, offer, product, discount, activity, event and similar We offer or make available to Members from time to time;
- (b) **Club Classic** means membership of Our 'Club Classic' programme as described in these Terms and Conditions, including the Annexure, and on Our Website from time to time;
- (c) **Commitments** means the commitments described in Part B of the Annexure;
- (d) **Member** means any person who has been granted membership to Our Club Classic programme. **Membership** has a corresponding meaning;
- (e) **Membership Number** means the number described in clause 1.1(d);
- (f) **Second Order** means the second order of Wine that a Club Classic Member is required to purchase under the Commitments.
- (g) **Shipment** means, as the context requires, the process of Us shipping Wine to You or the quantity of Wine to be shipped to You by Us;
- (h) **Term** means the term of Your membership as described in clause 1.4;
- (i) **Terms and Conditions** means these terms and conditions, as amended from time to time;
- (j) **Third Order** means the third order of Wine that a Club Classic Member is required to purchase under the Commitments.
- (k) **We, Us, Our** is a reference to Paspaley Pastoral Company Pty Ltd ABN 43 107 413 669;
- (l) **Website** means the website which relates to Bunnamagoo Estate Wines (currently available at: www.bunnamagoowines.com.au);
- (m) **Welcome Dozen** means the Wine shipped to Club Classic Members as described in the Annexure.
- (n) **Wine** means any wine which is produced or supplied by Us;
- (o) **You, Your, Yours** is a reference to a Member.

7.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and a reference to one gender includes all other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;

- (c) the word 'including' and similar expressions are not words of limitation;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of or a schedule or annexure to these Terms and Conditions, and a reference to these Terms and Conditions includes any schedule or annexure;
- (e) a reference to a document, instrument or law, including these Terms and Conditions, includes the document, instrument or law as amended, novated or replaced from time to time;
- (f) a reference to a person includes a natural person, body corporate, partnership, association or government entity;
- (g) a reference to time is to the time in Sydney, NSW;
- (h) headings are for ease of reference only and do not affect interpretation; and
- (i) a rule of construction does not apply to the disadvantage of a party solely because that party was responsible for the preparation of these Terms and Conditions or any part of them.

Annexure A

Part A - Club Classic Membership Benefits

1. Club Classic Members receive the following Benefits:
 - (a) An opportunity to be part of the best Mudgee wine experience on offer.
 - (b) A 20% discount on selected Bunnamagoo wines.*
 - (c) A free bottle of wine delivered to you in the month of your birthday.**
 - (d) 'Members' Only' wine offers (such as back-vintage and pre-release wines).
 - (e) Priority invitations to exclusive Bunnamagoo dinners and other events.
 - (f) Complimentary 'tutored' tastings and winery tours with Bunnamagoo winemakers, subject to availability.
 - (g) Invitations and special offers to Bunnamagoo sponsored events.

*The members' 20% discount is based on the regular cellar door price. It applies to products purchased online or directly from the Bunnamagoo cellar door (in person or via telephone). The discount may not be used in conjunction with any other offer.

**The wine to be delivered is selected at our sole discretion.

Part B - Club Classic Membership Commitments

2. Club Classic Members commit to the following:
 - (a) As a Club Classic Member, you commit to purchasing a minimum of:
 - (i) A 'Welcome Dozen' of 12 Bunnamagoo wines, which can be*:
 - a red varietal only (comprised of 2 bottles of 6 different red wines);
 - a white varietal only (comprised of 2 bottles of 6 different white wines); or
 - a mixed dozen (comprised of 12 different red and white wines).
 - (i) one dozen bottles of wine (**Second Order**) within six months of the delivery of your 'Welcome Dozen'**; and
 - (ii) a further dozen bottles of wine (**Third Order**) within six months of delivery of your Second Order**;
 - (b) For the Second Order and Third Order, Members may choose from the options selected by Bunnamagoo winemakers. No variations or substitutions of the individual wines are permitted;
 - (c) Members may elect to have Bunnamagoo's winemakers select, at the winemaker's discretion, their Second Order or Third Order; and
 - (d) Members who do not purchase both of the Second Order and Third Order as described above, will be charged an amount equivalent to the price of the 'Welcome Dozen'.

*The Member may choose the red varietal, white varietal or mixed dozen option. The individual wines will be chosen by Bunnamagoo's winemakers. Variations and substitutions are not permitted.

**Members will receive at least a 20% discount on the regular cellar door price for the wines chosen as part of their Second Order and Third Order.

Please see our Terms and Conditions for further information.