

Seekwine

TERMS & CONDITIONS

[WEBSITE & GENERAL]

The terms and conditions set out below govern your use of, and purchase of goods from, the Website operated by Seekwine Pty Ltd (ACN 616 357 932). By accessing, viewing, using or downloading the Website, you indicate that you have read and understood these terms and conditions and you agree to abide by them.

If you do not accept these terms and conditions, you must not use the access, view, use or download the Website.

1. Definitions

In these Terms, the following words have the meanings set out below:

Code means all software code, source code, object code, binary code, executable code, modules, components, algorithms, analysis tools, templates, configurations, business rules, dynamic link libraries, models, database schemas, updates, service packs, patches, in any media or format, which is a part or component of the Website.

Content means any text, graphics, user interfaces, visual interfaces, photographs, trade marks, logos, sounds, music, artwork, or other material used, displayed or available by way of the Website.

Device means the device you use to access the Website.

Goods means goods purchased via the Website, including wine.

Seekwine means Seekwine Pty Ltd (ACN 616 357 932).

Intellectual Property means:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
- (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, Code and any other works or subject matter in which copyright subsists and may in the future subsist;
- (c) trade and service marks (whether registered or unregistered), domain names, branding and marketing materials; and
- (d) proprietary rights under the *Circuit Layouts Act 1989* (Cth).

Intellectual Property Rights means such rights as may subsist in the Intellectual Property.

Loss or Claim means, in relation to any person, any damage, loss (including consequential loss and loss of profit), cost expense or liability incurred by the

person, or a claim, action, proceedings or demand made against a person, however, arising and whether present or future, fixed or unascertained, actual or contingent.

Personal Information has the same meaning as define in the *Privacy Act 1988* (Cth).

Privacy Policy means Seekwine's Privacy Policy which can be accessed at Seekwine.com.au.

Terms means these terms and conditions together with Seekwine's Privacy Policy.

Third Party Websites means websites which are not owned or controlled by Seekwine.

Website means www.seekwine.com.au.

User or you means any viewer of the Website and any person who purchases goods from the Website.

2. Interpretation

In these Terms, unless inconsistent with the context:

- (A) words importing the singular number include the plural and vice versa;
- (B) where a party comprises two or more persons, then unless expressly stated otherwise (a) the covenants and obligations by or on behalf of that party binds those two or more persons jointly and each of them severally; and (b) the benefit of any covenant or obligation in favour of that party accrues to and may be enforced by any one or more of those persons;
- (C) headings are provided for convenience only and do not affect the interpretation of the terms.

3. Use of the Website

3.1 You must not use the Website in any manner that is illegal, unlawful, or in any manner contrary to, or prohibited by, these Terms.

3.2 Without limiting clause 3.1, you must not, directly or indirectly:

- (A) use the Website to defame, abuse, harass, stalk, threaten, breach the confidence of, or otherwise violate the legal rights (such as the right of privacy) of others;
- (B) hack into any part of the Website through password mining, phishing, or other means;
- (C) knowingly introduce malicious code, including viruses, Trojans, worms, logic bombs, or other harmful or destructive code or data into the Website or any operating system;
- (D) use automated scripting tools or software;
- (E) circumvent the Website's structure, presentation or navigational function so as to obtain information that Seekwine has chosen not to make publically available through the Website;

- (F) disrupt an exchange of information between users of the Website or otherwise act in a manner that negatively affects other users of the Website, including through a denial-of-service attack;
- (G) transmit any unsolicited advertising, promotional materials, surveys, chain letters or other forms of solicitation, unless expressly authorised by Seekwine;
- (H) harvest information about other users of the Website in order to transmit, or facilitate the transmission of, such materials as listed in paragraph (g) above;
- (I) attempt to modify, reverse engineer, or reverse assemble any part of the Website;
- (J) use the Website to supply another service, or to obtain information which you either incorporate into your own service or product to enhance your service, product, or business in any way, such as to create potential customer lists. Any commercial use of the Website requires the prior written approval of Seekwine;
- (K) breach any applicable laws or regulations; or
- (L) engage in any other conduct which Seekwine, in its absolute discretion, considers breaches these Terms.

3.3 Seekwine reserves the right to monitor your use of the Website. Seekwine will deal with any information obtained through any monitoring of the Website in accordance with its Privacy Policy.

4. **Mobile Access**

4.1 If you are accessing the Website from a mobile device or phone, some of the Website content and functionality may be limited or restricted.

4.2 You agree that your use of the Website from a mobile device or phone may be subject to separate charges imposed by your mobile phone or Internet provider (carrier), such as data usage charges and mobile phone charges.

5. **Intellectual Property**

5.1 Seekwine is the proprietor or licensor of all Intellectual Property Rights in relation to the Website. You must not reproduce or replicate any part of the layout or design of the Website.

5.2 Your use of the Website does not provide you with any Intellectual Property Rights in the Website.

5.3 You may download and view Content, or print a copy of the material on the Website for your personal use provided you do not modify the Content in any way, including by removing any copyright notices or trade marks. You must not disseminate these copies to any Third Parties.

5.4 All trade marks and logos displayed on the Website are the property of their respective owners and are protected by applicable trade mark and copyright law.

6. **Links**

- 6.1 The Website may include links to Third Party Websites. Seekwine makes no express or implied representation, warranty or guarantee as to the content, suitability, functionality or accuracy of any Third Party Website.
- 6.2 Third Party Websites are subject to the Terms outlined by that third party.
- 6.3 Any links to Third Party Websites do not:
- (A) indicate a relationship between Seekwine and the third party; or
 - (B) indicate any endorsement or sponsorship by Seekwine of the Third Party Website or the goods and/or services it supplies,
- unless specifically indicated by Seekwine.
- 6.4 The Website may be linked to various social networking sites, such as Facebook and Twitter. You acknowledge and agree that:
- (A) any comments or content that you post on such social networking sites through a link provided on the Website are subject to the terms and conditions of that particular social networking site;
 - (B) you will not post any comments that are defamatory to Seekwine or its employees, agents, or officers, or which damage the reputation of Seekwine, or which are otherwise false, inaccurate, misleading or deceptive; and
 - (C) Seekwine is not responsible for any comments or content you post on social networking sites.
- 6.5 You must not create a link to any part of the Website other than the home page.

7. **Privacy and Personal Information**

- 7.1 Any Personal Information you send to Seekwine through the Website is subject to Seekwine's Privacy Policy.
- 7.2 Any non-personal information you send to Seekwine through the Website, such as questions, comments or suggestions, may not be encrypted and will not be treated as confidential. You agree that you have provided an exclusive, perpetual, royalty free licence to Seekwine to use, reproduce and modify the non-personal information for any purpose whatsoever.

8. **No Liability**

- 8.1 Information published by Seekwine on the Website has been derived from sources believed to be accurate at the time of compilation and publication. However, no warranty or representation is made as to the accuracy or authenticity of the information.
- 8.2 Seekwine does not warrant or guarantee:
- (A) the accuracy, truth, quality, safety or legality of the Content on the Website;
 - (B) that the Website will be free from viruses (including malware or spyware) or other destructive properties; or
 - (C) that the operation of the Website will be uninterrupted or error free.

- 8.3 The information, opinions and other similar statements published on the Website, including any third party reviews, are provided for general information purposes only and are not intended as, nor do they constitute, any type of advice or recommendation.
9. It is your responsibility to enquire with Seekwine directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), Seekwine disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content and is not liable to you or any third party for any Loss or Claim in connection with your use of the Website.
10. **General**
- 10.1 Seekwine may amend, remove, alter or vary any of the Content of the Website at any time without prior notice to you.
- 10.2 Seekwine reserves the right to limit, suspend or terminate any users access to the Website or any of its features at any time.
- 10.3 Seekwine may amend these Terms from time to time. If Seekwine amends the Terms, the amended Terms will be published on the Website.
- 10.4 These Terms are to be governed by and construed in accordance with the laws of Western Australia.

[LIQUOR LICENSING]

Seekwine Pty Ltd (ACN 616 357 932) is the holder of Liquor Licence Number – 51408586

[PRICING AND ORDERS]

All prices on the Website are displayed in Australian Dollars.

We may cancel all or any part of your order if any of the Goods are unavailable. We will provide you with a refund if we need to cancel your order.

Once it is placed, you cannot cancel your order. If you have any queries relating to your order please contact our customer service team as soon as possible at admin@harveyriver.com.au

[DELIVERY]

Seekwine will deliver Goods to the delivery address stated in your order. Delivery times are subject to change but we endeavour to deliver to you within 7 days of receiving your order.

You agree that we may rely on any person who is at the address you gave for delivery and who takes receipt of your ordered products as being authorised for that purpose.

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

We will not deliver your order if we consider that the supply of alcohol to the recipient, or likely recipient, of the order is inappropriate or contrary to law, for example if that recipient is under the age of 18 or appears intoxicated.

We may ask for verification of the age of the recipient or likely recipient.

If no one is available to take delivery of your order, our delivery agent will return that item to the nearest post office.

Risk in the Goods passes to you on delivery, or if the Goods could not be delivered, when they are left at the nearest post office for your collection.

[RETURNS AND EXCHANGES]

The Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) (the Australian Consumer Law) provides consumer rights and remedies that may not be contracted out of, in part or wholly. Our products come with guarantees that cannot be excluded under the Australian Consumer Law.

Seekwine is happy to offer an exchange on Goods if you change your mind or if there is a minor problem with the Goods. If you wish to exchange for change of mind, you will need to pay the additional cost of shipping the new Goods to you.

To arrange an exchange, you must notify us at admin@harveyriver.com.au 7 days of receipt of your order. We will send you a return authorisation number. You must send the relevant Goods back to us, at your cost, within 14 days of receiving a return authorisation from us. Please note, return shipping is at your risk and we recommend you use a tracked postage service or courier.

If there is a major problem with any Goods you have purchased we will be happy to provide you with a refund. If any Goods you receive are faulty, please contact us at admin@harveyriver.com.au within 7 days of receipt of your order.

Proof of purchase is required for all exchanges and refunds.