

Wine Club Membership Policy

Disclosures under Fair Trading Act 1987 (NSW)

Please ensure you carefully review the policy below which apply to the sale of products through the McLeish Wines Wine Club.

- Clauses 10 – 17 (Delivery)
- Clause 13 (Risk)
- Clauses 16, 22 (Claims & Indirect Loss); and
- Clause 24 (Period Terms)

1. The McLeish Wine Partners Club (“WP”) and Triple P (“TP”) are operated by McLeish Estate Wines, 462 DeBeyers Road, POKOLBIN, NSW, 2320. To join the Wine Club, you must be 18 years of age or over, be a resident of and living in Australia, and agree to the terms and conditions set out below.

2. There is no membership fee payable for joining the Wine Club. Applications for membership can be made by completing the application form available from McLeish Wines or on its website mcleishstatewines.com.au McLeish Wines reserves the right to grant or refuse membership of the Wine Club to any applicant.

3. By registering as a member the customer agrees to be bound by these terms and conditions.

4. Members must not use false or misleading information when registering as a member of the Wine Club.

5. Members receive

- Complimentary membership;
- 20% discount on dozen wine purchases (except where discounts/exclusions already apply);
 - 10% discount on dozen purchase for Single Pack Club members
- Free shipping on Wine Club packs for delivery within Australia;
- First access to new vintage and aged release wines;

- Exclusive use of the McLeish Wines Members Lounge and free member tastings for up to 6 guests;
- Seasonal newsletters, tasting notes and cellaring suggestions provided with each Club Pack delivery; and
- Invitations to members-only events

6. Members authorise McLeish Wines to debit their nominated debit or credit card for the purchase of McLeish Wines' wines ("WP" & "TP") two, three or four times a year, and for any other wine orders placed by the member until such time as the membership is terminated in accordance with these terms. Wines are subject to availability

7. If the member's registered credit or debit card account is invalid, including an outdated expiry date, all membership benefits will be suspended until such time as valid credit or debit card account details are provided.

8. McLeish Wines reserves the right to increase members pricing at any time. McLeish Wines shall provide advance notice to members of any change in fees, where applicable.

9. Prices given for other wines (excluding the WP or TP packs) are effective as at the date on which the price is given and are subject to change in McLeish Wines' discretion without notice.

10. Estimated dates for delivery quoted by the Wine Club are approximate only and to the extent permitted by law the Wine Club shall not be liable to the member for the failure to supply or deliver the wines, if the failure to supply or deliver was outside of McLeish Wines' control.

11. Deliveries will be delivered to the member's specified delivery address. McLeish Wines has no liability whatsoever for any wine delivered to an address which has not been correctly recorded or updated by a member on the McLeish Wines website. McLeish Wines only ships member wine packs to addresses in Australia.

12. All deliveries must be delivered to the member, another adult person at the delivery address specified by the member who undertakes to accept the delivery on the member's behalf, or in accordance with the member's

instructions. Anyone at the member's delivery address who receives the delivery will be presumed by McLeish Wines to be authorised to receive the delivery on the member's behalf. McLeish Wines may request that the person who receives the delivery provide satisfactory evidence of proof of age. You acknowledge that it is an offence for liquor to be delivered to a person under the age of 18 years, or for a person under the age of 18 years to purchase liquor.

13. All risk and title shall pass to the member and the member shall bear the risk of any loss, damage or deterioration of or to the wines from the time that the wines are delivered to the delivery address (including where the delivery address is unattended).

14. To the extent permitted by law, McLeish Wines excludes all liability for lost, stolen or damaged wine delivered to an unattended delivery address nominated by a member where McLeish Wines can establish that the wine was delivered to that nominated delivery location.

15. If a wine obtained through the Wine Club is damaged or faulty upon delivery (through no fault of the member), the member should provide McLeish Wines with written notice giving reasonable particulars of any such alleged damage or fault within 3 days of delivery.

16. Wines will not be accepted for exchange or refund if they have been damaged, opened, wholly or partially consumed or used after delivery (unless the basis for the request for an exchange or refund was not reasonably discoverable without opening or consuming the wine). The member acknowledges and agrees that no claim whatsoever shall be accepted by McLeish Wines (or any of its agents) for any damage to, or partial loss of, the delivery which occurred during transit where written notice is not provided within 3 days of delivery. On accepting the member's claim, McLeish Wines will at its discretion replace or refund the goods and pay for any additional delivery charges.

17. Any heat damage due to wine being left outside after delivery will not be accepted by McLeish Wines as we cannot control the weather and it is up to the member to be responsible for their deliveries.

18. Wines will not be accepted for exchange or refund if members change their mind. Once wines have been packed, charged and sent.

19. The member understands that it is their responsibility to inform McLeish Wines of any change in address and delivery details. Members may access or change their details by emailing info@mcleishstatewines.com.au or modifying their Member Account on the McLeish Wines website. Charges incurred with recovery of wines to an old or incorrect address or re-delivery fees associated with wine that is returned to sender will be the responsibility of the member.

20. Wines are for members' personal consumption only and must not be used for retail sale or trade purposes.

21. The McLeish Wines website offers an online 'Account' facility to members ("Member Account") which can be used by members to view and edit information, and perform certain functions, relating to their membership. Each membership is personal and non-transferable. Members must not share their password or permit any person to access their Member Account.

22. Members must ensure that the personal details (including delivery address, phone number, and billing information) provided to McLeish Wines are accurate and kept up to date. Members may update their Member Account details at any time through the McLeish Wines website. McLeish Wines is not responsible for any loss, damage or claim relating to information in the Member Account, including but not limited to loss, damage or claims which are caused by the member's failure to update or provide accurate information.

23. Members may terminate their membership after receiving a minimum of three (3) members wine packs. The minimum term of membership is twelve (12) months, this is equal to a minimum of three (3) packs. The quantity of bottles of wine in each pack is irrelevant to the number of times the member receives their delivery. Cancellation from the Wine Club must be in writing to info@mcleishstatewines.com.au or a mailed letter to 462 DeBeyers Road POKOLBIN, NSW, 2320.

- If the member requests to terminate their membership prior to their first order or within the first year of membership they will be required to pay the \$200 cancellation fee.

- A minimum of one (1) month notice is required of cancellation of membership or any amendments to your membership deliveries.

All member benefits will cease upon cancellation of the membership.

24. McLeish Wines reserves the right to suspend or terminate a member if McLeish Wines, acting reasonably, deems that a member is acting in breach of these terms and conditions or is using the McLeish Wines website or the Wine Club in a fraudulent or improper manner.

25. The Single Pack membership is offered to members who request cancellation or to minimise the amount of wines they are receiving. Single Pack membership is sent in February or August. Once a year as either six (6) or twelve (12) wines.

26. McLeish Wines encourages members to drink responsibly.