



Cellar Door Wine Club Membership Terms & Conditions

Waipara Hills Website Terms and Conditions

Please read the Terms and Conditions of this website carefully as any use of the website by you constitutes acceptance of the Terms and Conditions set out at <http://www.accolade-wines.com/terms-of-use/>

Throughout this site, the terms "we", "us", "our" refer to Waipara Hills and any of its affiliated companies.

Website Privacy Policy

Any personal information or material sent to Waipara Hills websites are subject to the Accolade Wines Privacy Policy. For further information on our Privacy Policy please visit <http://www.accolade-wines.com/privacy-policy/>

Waipara Hills Cellar Door Wine Club Membership

How do I join the Waipara Hills Cellar Door Wine Club ("Wine Club")?

- You need to be 18 years or older to join the Wine Club and responsibly enjoy our wines.
- You need to be a resident of **New Zealand** and agree to our terms below.
- To join, you can complete an application form at the Waipara Hills Cellar Door or at our website www.waiparahills.co.nz
- You should know that we can choose not to grant membership of the Wine Club to any applicant.

What benefits do I get from joining the Wine Club?

Our Wine Club members receive a range of discounts and benefits including:

- Complimentary membership
- Exclusive promotional offers on our wines;
- 20% discount on total lunch bill when dining at Waipara Hills Café;
- Invitations and early bird offers to Waipara Hills events, functions and concerts; and
- Regular emails with Waipara Hills offers and updates.

Do any other Terms apply to me when joining the Wine Club?

- All of your wine purchases ("**Purchases**") are subject to these Wine Club Terms and the Terms of Sale. You can find the Terms of Sale at our Cellar Door.
- All purchases must be for the member's personal consumption only and must not be used for retail sale.

How do I stop my membership of the Wine Club?

You can stop your membership at any time by writing to the Wine Club by email Cellardoor@waiparahills.co.nz or at **Waipara Hills**, PO Box 111, Amberley 7441, North Canterbury, New Zealand

- If you stop your membership after making your first purchase, the following will apply:
 - If you stop your membership prior to dispatch of your first Purchase, then it will not be delivered and no monies will be charged. If monies for the Purchase have already been paid, those monies will be repaid to you.
 - If you stop your membership within 10 days of delivery of your first Purchase and haven't consumed the wine, the Wine Club will collect the goods and repay all monies to you unless you are unable to provide the unconsumed wine for collection by the Wine Club, then the Wine Club may debit your credit card for the Purchase.
 - If you stop your membership more than 10 days after delivery of your first Purchase, and monies for the Purchase were paid or otherwise debited from your account prior to us receiving your written notice of termination, payment for the Purchase will not be refunded.

What does the Wine Club do with my Personal Information?

Personal information from members will be collected and used in accordance with our Privacy Policy which can be viewed at <http://www.accolade-wines.com/privacy-policy/>

How can the Wine Club make changes to the Wine Club Terms?

- We may amend these Wine Club Terms from time to time. You should regularly check the terms displayed on the Waipara Hills website for any changes.
- If we decide to change the terms in a way that we think may substantially and adversely affect your rights, we will notify you by email. If we don't have an email address, we will notify you by direct mail. Your continued participation in the Wine Club after such notification will constitute acceptance of the new terms.

What are the Wine Club's legal limitations of liability?

- Waipara Hills assumes no responsibility for any failure by a member to receive any communications or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then Waipara Hills may (where necessary with the approval of any relevant authority) modify, cancel, terminate or suspend membership of the Wine Club.
- Where permitted by law, Waipara Hills makes no representations or warranties, express or implied, other than those implied under the New Zealand Consumer Law, with respect to the availability, performance, security, characteristics or operation of any goods or services offered by Waipara Hills and will not be responsible for breach of any such representations or warranties.
- Where permitted by law, Waipara Hills limits its liability for a breach of your consumer rights under the New Zealand Consumer Law, at the option of Waipara Hills, to:
 - in the case of services, the supply of the services again or the payment of the cost of having services supplied again; and
 - in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired.
- Where permitted by law, Waipara Hills will not be responsible for any loss or damage that was not foreseeable to both parties at the time of entry into these terms and conditions or for any indirect or consequential loss or damage, howsoever caused and whether arising in contract, tort (including negligence) or otherwise.

Is there anything else I should know?

- We reserve the right to request verification of your age, identity and residential address of members, and any other information relevant to membership of the Wine Club. Verification is at our discretion, whose decision is final.
- We reserve the right to terminate the membership of any member who provides false information, fails to provide information or who is involved in any way in manipulating or interfering with the operations of the Wine Club.
- Waipara Hills can transfer its rights and obligations under these Wine Club Terms to any third party provided this does not affect your rights under these Wine Club Terms in a negative way.
- These Wine Club Terms are personal to you. You may not transfer your rights or obligations under these terms to anyone else.
- These Wine Club Terms shall be governed by the laws of **New Zealand** and the parties submit to the non-exclusive jurisdiction of the courts of **New Zealand**.
- The Wine Club encourages members to drink responsibly. Visit www.cheers.org.nz for guidelines on responsible drinking.