

WEBSITE TERMS AND CONDITIONS

1. WHO WE ARE

This website is owned and operated by Tomali Foods Pty Ltd trading as Purveo Wines (**Purveo Wines**).

2. INTRODUCTION

These Terms and Conditions govern your use of this website. Please read these Terms and Conditions carefully before accessing or using any information, content or features available on this website. These Terms and Conditions may be amended by us from time to time. By accessing or using this website, you acknowledge and agree that this conduct evidences your acceptance of these Terms and Conditions (including any subsequent amendments). If you do not agree with these Terms and Conditions, you should not accept them. If you do not accept these Terms and Conditions, you must not access or use this website.

3. USE OF WEBSITE AND APP

3.1. This website must only be used for personal or non-commercial purposes (unless Purveo Wines' provides its consent). You must not:

- 3.1.1. collect, store, copy, reproduce, modify, publish or distribute any information available on this website including, text, images, materials, data, photographs, logos and graphics (collectively, **Content**) unless it is for the sole purpose of advising a third party to access the website;
- 3.1.2. interfere with or disrupt this website;
- 3.1.3. use this website or any Content in a manner which may infringe the intellectual property rights of Purveo Wines or a third party; or
- 3.1.4. use the website in a manner which may be unlawful, harmful, illegal, fraudulent or which breaches or may breach these Terms and Conditions.

3.2. Purveo Wines does not grant users of this website any rights to use the Content for any purpose other than as permitted by these Terms and Conditions.

3.3. Purveo Wines may, in its absolute discretion, at any time and without notice terminate access to this website.

4. THIRD PARTY ADVERTISEMENTS OR LINKS

We may provide advertisements or links on this website to the goods, services or websites of other businesses (**Third Party Businesses**). Purveo Wines makes no representation about the quality of the goods or services provided by the Third Party Businesses or any representation regarding the content available on the Third Party Businesses' websites. Purveo Wines does not recommend or endorse the content available on the Third Party Businesses' websites.

5. USER OBLIGATIONS

5.1. You warrant that you meet the minimum age required to consume and / or purchase alcohol in accordance with the relevant laws applicable to your place of residence.

5.2. You must not share or forward any of the Content to any person who does not meet the minimum age requirements applicable to the consumption and / or purchasing of alcohol in accordance with the relevant laws applicable to that person's place of residence.

5.3. You must not upload, send by email or distribute by any other means, any illegal, offensive, threatening content.

5.4. You must not upload, send by email or distribute by any other means, any promotional material, junk mail or spam communications.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Purveo Wines is the sole owner of all intellectual property rights (whether such rights are capable of registration or otherwise) subsisting in this website (**Purveo Wines Intellectual Property Rights**).
- 6.2. Nothing in these Terms and Conditions gives users any legal or beneficial interest in the Purveo Wines Intellectual Property Rights. You must not, without Purveo Wines' prior written consent, use or utilise in any manner, including by copying, reproducing or disclosing the Purveo Wines Intellectual Property Rights for any purpose other than as required to access and use the website under these Terms and Conditions.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1. Purveo Wines does not provide any warranty of any kind in relation to this website. In particular, Purveo Wines does not warrant:
- 7.1.1. the Content (including search results) will be complete, updated, true, accurate, timely or suitable for any particular purpose;
 - 7.1.2. access to this website will be uninterrupted, error free or free from viruses; or
 - 7.1.3. errors will be detected and corrected.
- 7.2. Except where required by law, Purveo Wines will not be liable to you for any claim, loss, cost, liability, expense or damages whatsoever, whether arising in contract, in tort (including negligence) or otherwise arising out of or in connection with these Terms and Conditions, the Content or this website.

8. INDEMNITY

You agree to indemnify and hold harmless Purveo Wines on a continuous basis from all third party claims, loss, cost, expense or damage arising from or in connection with your use of this website or your breach of these Terms and Conditions.

9. WEBSITE DATA

- 9.1. We may use cookies to track use of this website. We may derive analytics in an aggregated form and log anonymous information including:
- 9.1.1. the address of a user's server;
 - 9.1.2. a user's top level domain (such as .com or .au);
 - 9.1.3. the date and time of a user's visit;
 - 9.1.4. the pages a user accessed or downloaded;
 - 9.1.5. the search engine a user used; and
 - 9.1.6. the type of browser that was used.
- 9.2. We do not use this technology to access personal information (as that term is defined in the *Privacy Act 1988* (Cth)).

10. SEVERABILITY

If any provision of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

11. WAIVER

No failure by Purveo Wines to insist upon or enforce strict compliance with these Terms and Conditions will constitute a waiver of any of its rights or remedies.

12. LAW AND JURISDICTION

Any dispute or claim arising out of or in connection with these Terms and Conditions (including non-contractual disputes or claims) will be governed by the laws of Victoria, Australia and will be subject to the non-exclusive jurisdiction of the courts of Victoria, Australia.