

WINETOPIA CLUB TERMS & CONDITIONS



These are the Terms and Conditions that apply to your membership of Winetopia Club.

Parties

1. Winetopia Club is run by the Winetopia event team at Lemongrass Productions Ltd ("Owner"). The wine delivery and sales are administered by Magic Gourd Limited.
2. These terms and conditions may be changed at any time with notification being sent to you ("Member").

Legal

3. Alcohol cannot be sold to anyone under the age of 18. By using the Winetopia Club service you are stating that you are over the age of 18.
4. Wine is sold under license by Magic Gourd Limited, Liquor License Number 007/OFF/9090/2020.
5. Due to licensing laws delivery of sales can only be made between 6am and 11pm and cannot be made on Good Friday, Easter Sunday, Christmas Day and before 1pm on Anzac Day.
6. No orders will be shipped until payment has been received.
7. We are not responsible for any failure to deliver, or delay in delivery caused by any event outside of our reasonable control.

Fees

8. Membership fees vary per plan and are based on the following:
 - 8.1. White Wine Lover – \$620 per annum (Covering 4 shipments of wine valued at \$155, including shipping).
 - 8.2. Red Wine Lover - \$900 per annum (Covering 4 shipments of wine valued at \$215, including shipping).
 - 8.3. Cross Over - \$740 per annum (Covering 4 shipments of wine valued at \$185, including shipping).
9. All prices include GST. Prices may be updated from time to time, but members will only be charged additional amounts with their express consent.
10. Other benefits to the club including invitations and offers are value-added benefits to your membership but do not represent a financial value and will not be exchanged for financial compensation to a Member.

Cancellations

11. Membership cancellation can be made at any time by emailing Winetopia Club on winetopia@lemongrassproductions.co.nz Any credit remaining will be refunded, less the value of any product that has been shipped.

Delivery & Freight

12. Winetopia Club subscription prices include transit costs to most urban parts of New Zealand. If there are additional fees incurred to send your shipment then we will contact you to discuss

these and you may need to cover any excess fees for us to be able to deliver. We ship to most parts of New Zealand but unfortunately may not be able to deliver to some locations in which case your subscription will be cancelled and your money refunded.

13. Delivery of wine will be made in accordance with your order: December, March, June and September. You will be sent notification once your order has been dispatched. Deliveries will usually be made within 3-5 business days of dispatch.

Returns

14. If for any reason, you are not happy with your order or simply find the wine is not to your taste, we will replace any unopened bottles with another product or credit your account. We will arrange a courier to collect the unopened goods for returning. This return must be requested within 1 month of purchase.
15. If your order has been packed incorrectly (oops!) and is not what you have been invoiced for, we are happy to work this out for you. Please note that packing errors must be reported within 48 hours of delivery.
16. If your delivery has been damaged in transit, we will replace it for you. Advice regarding order shortages or damage in transit must be given to our customer service team no later than 48 hours after you receive the products.
17. We insure our products up to the point where they are delivered to your address. We are not responsible for damage or theft to goods beyond this point.

International

18. We do not facilitate delivery outside of New Zealand through this website but please get in touch with us on +64 9 3779 224 or email at winetopia@lemongrassproductions.co.nz if you would like to discuss international delivery options.

Winetopia Club Privacy Policy

19. Winetopia Club is administered by Magic Gourd Limited for Lemongrass Productions, the owner of Winetopia. We respect your privacy and are committed to the best management of your personal information while making sure we comply with the privacy laws.
20. In order to provide you with the goods and services, we need to collect personal information. Personal information is defined as information that can identify you in some way.
21. This privacy policy describes what personal information we collect and how we use it. We do not use or share personal information for any purpose other than for the purpose for which it was disclosed. However, we may disclose personal information to our service providers to ensure the best experience for you.

Collecting, using and protecting your personal information

22. We only collect your personal information to provide you with the best services. In order to do this, we may ask for your name, email address, phone number, courier address, date of birth; and upon purchasing your credit card details.
23. You must not provide us with personal information about another person unless that person has given authorisation through you, for us to collect, use and disclose their personal information for the purposes described in this privacy policy.
24. All web servers track basic information and when visiting our website we may automatically collect information about your computer's operating system; browser details; your computer's

Internet Protocol (IP) Address and geolocation; pages visited on our site, how you were referred to and the time spent on each web page.

- 25. We use your personal information for the purpose of carrying on our business as an online retailer, to deliver our goods to you, securing safe payments and letting you know about our business and offers, and any other related activities you may expect from us.
- 26. We may also use that information for a secondary purpose that is related to the above, or otherwise where permitted by law.
- 27. We take all reasonable measures to ensure the best protection of your personal information from loss, unauthorised access or use, modification, disclosure or any other misuse. We store your information on cloud servers and only work with suppliers that have the highest level of protection in place.

Cookies

- 28. Where necessary, winetopia.co.nz uses cookies to store information about a visitor's preferences and history in order to better serve the visitor and/or present the visitor with customized content. Cookies are small text files that are placed in your browser by the websites you visit. They are widely used to help users navigate websites efficiently, to perform certain functions on the sites and/or to provide site owners with information about how their sites are used.

Disclosure of your personal information

- 29. In order to provide you with the best experience, we only disclose your personal information for the primary purpose for which it was collected or for a related secondary purpose where you would reasonably expect us to disclose the information. We may also disclose your personal information in any other way that is required or authorised by you or the law.
- 30. We may disclose your personal information to third parties which include but are not limited to our payment gateway, marketing, logistics and delivery partners and technology support.

Acceptance of Privacy Policy and modifications

- 31. By accessing and using the Winetopia website (including purchasing items through our website) you consent to our collection, use and disclosure of your information as described in this privacy policy. We reserve the right to occasionally make changes to its privacy policy or practices so we encourage you to review this page, particularly when making a purchase using our online store.
- 32. You will have the option to choose to not receive certain types of email communications from us, except for those that are absolutely necessary to provide you with details of any purchases you have made. Emails will always contain a link at the bottom to be removed from the mailing list or you can always contact us with any concerns.
- 33. We take all reasonable steps to ensure your personal information we hold is correct. The personal information is held by Winetopia Club (Magic Gourd Limited) and you can change it when accessing your profile on our website. You may also contact us at any time and ask for the information to be corrected if you feel that the personal information we have about you is inaccurate or incomplete.
- 34. If you have any questions about privacy, your personal information, direct marketing, spam or our obligations or this policy please contact us at winetopia@lemongrassproductions.co.nz
- 35. This Privacy Policy was last updated on 07/10/2020