

NANNY GOAT VINEYARD WINE CLUB

TERMS AND CONDITIONS

Joval Wine Group (NZ) Limited

Last updated: January 2022



1. WELCOME

- 1.1. Welcome to the Nanny Goat Vineyard Wine Club (**Wine Club**).
- 1.2. Joval Wine Group (NZ) Limited (**we** or **us** or **our**) has put these Terms and Conditions in place to govern the operation of the Wine Club for all members of the Wine Club from time to time (**Club Member**).
- 1.3. These Terms and Conditions will apply to all Wine Club members and may change at any time. We will tell you about any changes by posting an updated terms and conditions on our Website. These changes will take effect from the date we post them, so please ensure you review our Terms and Conditions from time to time.

2. ELIGIBILITY

- 2.1. By registering to become a Club Member you declare that you are at least the legal age for alcohol consumption in your country of residence. For New Zealand based Club Members this means at least 18 years of age.

3. MEMBERSHIP

- 3.1. There are three different membership packages available to Club Members:

- a. Nanny Goat Club;
- b. Winemakers Selection Club; and
- c. Member's Selection Club.

(collectively **Membership Subscription**)

Each Membership Subscription comprises four (4) allocations of wine, delivered quarterly (or otherwise as provided for in these Terms and Conditions) (each a **Quarterly Selection**). The number of bottles included in each Quarterly Selection is dependent on which Membership Subscription you have subscribed to.

- 3.2. By joining the Wine Club you agree and authorise payment for your Membership Subscription (plus shipping where applicable) to be charged to your credit card automatically as provided for in these Terms and Conditions and sent to the delivery address nominated by you (as may be updated from time to time).
- 3.3. A membership constitutes an order for recurring purchase and delivery of products that continues until terminated in accordance with these Terms and Conditions.
- 3.4. You may upgrade your Membership Subscription at any time by emailing us at cellardoor@nannygoatvineyard.co.nz. Any upgrade request received within two (2) weeks of a Quarterly Selection shipment date will be processed and take effect from the following Quarterly Selection.



- 3.5. You may skip one Quarterly Selection of your Membership Subscription in each year. To effect a skip please email us at least two (2) weeks' in advance of the next shipment date at cellardoor@nannygoatvineyard.co.nz.
- 3.6. For the avoidance of doubt:
 - a. New Zealand based Club Members may skip one of their four (1/4) Quarterly Selection shipments in each membership year;
 - b. Australian based Club Members may skip one of their two (1/2) Quarterly Selection shipments in each membership year.
- 3.7. There is a minimum membership period of one (1) year (**Minimum Membership Period**). In the event you cancel your membership within Minimum Membership Period you will be charged a \$250.00 early termination fee.
- 3.8. Following the Minimum Membership Period you may cancel your membership by giving two (2) weeks' written notice. If you provide notice within two (2) weeks of the shipping date for a Quarterly Selection you will be charged for, and receive, that Quarterly Selection and your cancellation will take effect from the following Quarterly Selection.
- 3.9. Your membership is personal to you, and you agree that you will not, at any time, purchase products using your membership for the purpose of resale or distribution.

4. PAYMENT

- 4.1. All prices displayed on the Nanny Goat website, including Membership Subscriptions, are:
 - a. in New Zealand dollars (NZ\$); and
 - b. for New Zealand based customers inclusive of 15% New Zealand goods and services tax (GST);
 - c. for Australian based customers inclusive of Australian goods and services tax and Wine equalisation tax (WET); but
 - d. Otherwise exclusive of all other tax, duties and charges imposed or levied in connection with the supply of product. You will be responsible for any additional taxes, duties or charges imposed or levied.
- 4.2. Quarterly Selections for New Zealand based Club Members will be charged to the registered credit card on the 1st Monday of February, May, August and November in each year. Where the first Monday of the respective months is a public holiday then payments will be charged and processed on the next working day following.
- 4.3. Quarterly Selections for Australian based Club Members will be combined into two (2) allocations and charged on the 1st Monday of March and September in each year. Where the first Monday of the respective months is a public holiday then payments will be charged and processed on the next working day following.
- 4.4. Pricing for all products, including Membership Subscriptions, is reviewable, at our discretion, annually in May. Any variation to pricing will be notified to you by email in June and will take effect from 1 July (and will apply to the next shipment of Quarterly Selections and future Quarterly Selections up to the next price review).
- 4.5. You are responsible for ensuring your payment method remains valid and up to date in the login portal under "credit card". All Quarterly Selection and orders will only be shipped once payment in full has been successfully processed by us.

- 4.6. You will be responsible and charged for every Quarterly Selection unless validly skipped pursuant to these Terms and Conditions, and every order, including recurring orders, unless validly cancelled.
- 4.7. In the event that your payment method declines or fails to process your Quarterly Selection will be moved to the end of the queue and any requested substitutions will be removed and no guarantees will be made as to the availability of products as originally advertised. Upon receipt of payment in full we will use best endeavours to allocate the Quarterly Selection or as near to the Quarterly Selection as possible.



5. SUBSTITUTIONS

- 5.1. Substitutions to the Quarterly Selections may be requested by email to cellardoor@nannygoatvineyard.co.nz at least two (2) weeks prior to the Quarterly Selection shipping dates.
- 5.2. We will do our best to accommodate substitution requests however cannot guarantee the availability or ability to fulfil any or all substitutions requested. In the event we cannot accommodate any requested substitution the allocated Quarterly Selection will stand.
- 5.3. Any orders you make in addition to the Quarterly Selection will not be counted towards your annual allocation under your membership Subscription.

6. SHIPPING AND DELIVERY

- 6.1. Quarterly Selections for New Zealand based Club Members will be shipped in the first week of March, June, September and December in each year.
- 6.2. Quarterly Selections for Australian based Club Members will be combined into two (2) allocations and shipped in the first week of March and September in each year.
- 6.3. If you commence your membership within six (6) weeks following a shipping date you will have the option of either receiving the last Quarterly Selection as your first quarterly selection or the next available Quarterly Selection. This option will be discussed during the registration process and you will be charged accordingly.
- 6.4. For orders outside the Quarterly Selections, your order will be dispatched within 14 days of payment being received. New Zealand based Club Members will receive a tracking email,
- 6.5. We make every effort to ensure that your order is shipped to your door quickly and efficiently however, as we are reliant on third parties to complete delivery and on this basis, we cannot guarantee delivery dates. We always welcome your feedback on our processes, good or bad.
- 6.6. You are responsible for ensuring that your address details, as recorded in the login portal under "address book" are and remain complete and accurate. Should your delivery address change you must notify us by providing at least two (2) weeks written notice of such change. We cannot guarantee amendment to a delivery address if notice is received within two (2) weeks of a shipment date, or after an order is placed.
- 6.7. Title in your order and/or Quarterly Selection passes on payment in full, risk in your order and/or Quarterly Selection will pass on delivery.
- 6.8. We want your Quarterly Selection, and any additional orders, to be delivered easily and securely. Please let us know of any special or helpful instructions for delivery. It is your responsibility to ensure that your address is safe for, and easily accessible to, couriers. We

reserve the right to on-charge any delivery fees incurred as a result of inaccessible, incorrect or unsafe address being provided.



- 6.9. We accept no responsibility or liability for any lost or damaged orders resulting from incomplete delivery instructions or an inaccessible, unsafe or incorrect address being provided.

7. PRIVACY

- 7.1. By agreeing to these Terms and Conditions, you acknowledge that we may collect, use and disclose your personal information as described in our Privacy Policy

8. FAULTY GOODS

- 8.1. In the rare event that you receive faulty product or your order has been packed incorrectly please let us know within seven (7) days of receipt. We do not provide refunds but will happily (in compliance with our Consumer Guarantees Act 1993 obligations) send you replacement products.

9. LEGAL

- 9.1. These Terms and Conditions are to be read in conjunction with our Website Terms and Conditions, which also apply to all Wine Club transactions.
- 9.2. These Terms and Conditions are governed by New Zealand law and any legal action against us must be taken in a Court in New Zealand.
- 9.3. Any delay or failure by us at any time to enforce any of the provisions of these Terms and Conditions or any of our rights will not be a waiver of such provisions or rights and nor will it affect the validity of these Terms and Conditions.
- 9.4. If any clause or part of a clause of these Terms and Conditions is properly determined to be invalid, illegal, unlawful or otherwise incapable of enforcement, then that clause or that part of a clause will be deemed to be severed from these terms and of no force and effect but all other clauses and parts of a clause of these terms will remain in full force and effect and be valid and fully enforceable. No clause or part of a clause of these terms will be construed to be dependent upon any other clause or part of a clause.
- 9.5. We will not be liable for failure to perform our obligations if the failure results from force majeure, act of God, fire, explosion, industrial dispute, pandemic or epidemic, act of government such as a change in legislation, regulation, or order made under legislative authority, or anything beyond our reasonable control.