



AUSTRALIAN WINE CONNECT

AUSTRALIAN WINE CONNECT TERMS AND CONDITIONS OF USE

JULY 2023

OBJECTIVE

Wine Australia offers a range of trade opportunities to the wine community in markets throughout the world allowing trade users to access opportunities to purchase premium Australian wine. Wine Australia is hereby offering trade users the opportunity to participate in Australian Wine Connect (the “**Platform**”).

AGREEMENT

These terms and conditions govern your participation in the Platform and any associated virtual activities (“**Activity**”).

By completing the online registration, you, as the Participant agree to be bound by these terms and conditions. Your registration entitles you to access the Platform and the Activity for which you have registered.

Any and all other costs associated with your attendance shall be borne solely by you, and Wine Australia shall have no liability for such costs.

DEFINITIONS

‘**Participant**’ means any user of the Platform.

‘**Registration Deadline**’ means the deadline for registration of the Activity (if any).

‘**Profile**’ means the Participant’s individual user profile.

‘**Wine Australia**’ means the statutory authority established under the *Wine Australia Act 2013* and any representative, successor or permanent assign of Wine Australia, including its representative organisations outside Australia.

REGISTRATION PROCESS

Any Participant wishing to participate in an Activity must complete the online registration by the Registration Deadline.

Wine Australia may refuse to accept the registration of an applicant at its sole and absolute discretion.

Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your Activity related email(s) are caught by spam filters.

You will receive essential information for registered users electronically at the email address that are provided on your registration form.

In addition, you will also be added to the Participant list for notifications of future activities such as other associated virtual events.

CANCELLATION OR VARIATION OF ACTIVITIES

If an Activity does not attract the minimum number of targeted Participants or, if in the reasonable opinion of Wine Australia, it would be in the best interests of the Australian grape and wine community to do so, Wine Australia may, at its full discretion, cancel that Activity.

You acknowledge and agree that Wine Australia in its sole discretion, reserves the right to change any and all aspects of an Activity, including but not limited to, the Activity name, format of a platform including the Platform, themes, content, program, speakers, performers, hosts, moderators, and time.

If an Activity is cancelled or varied, Wine Australia will notify applicants and/or Participants as soon as practicably possible.

WINE AUSTRALIA CRITERIA

Consistent with Wine Australia’s strategic plan, the objective of the Activity is to increase the demand and the premium paid for all Australian wines. To further this objective, Wine Australia maintains a focus on increasing the appreciation of Australian wines for the benefit of all winemakers and exporters who fund our promotional activities through charges and levies.

Accordingly, Wine Australia shall have regard to its non-exclusive criteria whether a candidate shall be deemed a suitable Participant for involvement in the Activity such as whether the candidate has engaged in any activity that might affect adversely the export trade in wine or Wine Australia’s ability to successfully promote Australian wine overseas (for example, whether the candidate has engaged in (or is suspected of engaging in) ‘copycat’ activity).

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PROHIBITED CONDUCT

By registering for an Activity, you agree not to share, sell or trade your access. If Wine Australia determines that you have violated this policy, Wine Australia may cancel your access and retain any payments made by you. If the Participant is in breach of a term or condition contained herein, Wine Australia may give notice to the Participant that they are to be excluded from the relevant Activity.

PUBLICITY AND PRIVACY

Any advertising, promotion or publicity relating or referring to participation in any Activity must not be false, misleading or deceptive and must comply with applicable laws.

Wine Australia may obtain Participant personal information and/or data related to the Participant ("**Participant Information**"). Wine Australia will only share such Participant Information in accordance with its privacy policy which can be found at <https://www.wineaustralia.com/privacy>. The Participant acknowledges that the data provided as part of a Profile on the Platform may be stored with a third party.

In relation to any Activity and in particular in relation to the Platform, the Participant agrees to provide a non-exclusive, royalty free, perpetual, irrevocable, worldwide licence (including the right to sub-licence) and to use or reproduce, any trademark or logo supplied to Wine Australia for the purpose of the Activity.

RULES OF CONDUCT OF PARTICIPANTS

You acknowledge and agree that Wine Australia reserves the right to remove you from an Activity if Wine Australia, in its sole discretion, determines that your participation or behaviour creates a disruption, involves any activity that would contravene the *Spam Act 2003* (Cth), is not in the spirit of the Activity or hinders the enjoyment by other participants.

Participants may not record or broadcast audio or video of sessions at an Activity.

Wine Australia reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

Participants must comply with all reasonable directions and requests of Wine Australia.

Participants must not engage in actions that may bring the Australian wine sector into disrepute or compromise the integrity of Wine Australia's market development activities or objectives. For the avoidance of doubt, such actions will constitute a breach of these terms and conditions hence may lead to exclusion pursuant to these terms and conditions.

Participants agree to comply with the obligations set out in Australian Grape & Wine Inc.'s the Diversity, Equality and Inclusion in Wine Charter. Failure to comply with that Charter may mean Participants are ineligible to participate in Activities or attend Wine Australia events.

GOVERNING LAW AND DISPUTE RESOLUTION

The application and interpretation of this Agreement shall be governed exclusively by the laws of South Australia, Australia.

If any dispute arises out of this Agreement, both parties will endeavour to come to a mutually agreeable solution on the issue(s) in dispute. If the parties are unable to resolve a dispute by means of good faith negotiations, the parties shall submit the dispute for mediation before a mutually acceptable mediator in South Australia, Australia.

If the parties are unable to resolve any dispute by mediation, any legal proceedings shall be subject to the exclusive jurisdiction of the courts of South Australia, Australia.

WARRANTIES, DISCLAIMER, INDEMNITIES AND LIABILITIES

Warranties

The Participant warrants that:

- it will not claim or hold itself or any staff employed by them to be an employee of Wine Australia, or to represent Wine Australia in any way;
- it will not infringe the intellectual property rights of any third party;
- it possesses the sufficient legal title in any materials provided to Wine Australia including data provided as part of a Profile to be hosted on the Platform or to be used in the course of the Activity and will grant to Wine Australia a non-exclusive, perpetual and irrevocable licence to use the intellectual property rights in the data to be hosted on the Platform and contained in any materials developed in the process of delivering the Activity;
- it will not pledge or attempt to pledge, the credit of Wine Australia, or expose it to any pecuniary liability; and
- it will comply with all statutory requirements and local laws and will ensure that it possesses all the relevant authorisations, permits and licences to comply with these terms and conditions.

Disclaimer

You acknowledge that by participating in an Activity you are responsible for the outcomes of participation. Wine Australia makes no guarantee or warranty that participation in an Activity will meet your requirements or achieve a particular result.

All communications that take place by way of the platform are the responsibility of the Participant and Wine Australia shall have no responsibility or liability for the nature of those discussions or any transactions that occur as a result.

Wine Australia disclaims all responsibility and all liability (including, without limitation, liability in negligence) for all expenses, losses, damages and costs you might incur as a result of relying on the information on the Platform (including the information displayed by a featured winery on the Platform) should it be inaccurate or incomplete in any way.

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Indemnities

The Participant must indemnify, and keep indemnified, Wine Australia from and against any and all claims suffered or incurred by, or brought or made against Wine Australia to the extent caused or contributed to by:

- any loss or damage suffered by the Participant while participating in the Activity or meeting its obligations pursuant to these terms and conditions;
- the infringement of any intellectual property rights contemplated by this Agreement (including third party intellectual property rights);
- any malicious, fraudulent, negligent, unlawful or willful act or omission by the Participant;
- a breach of the warranties given in these terms and conditions;
- cancellation or variation of an Activity pursuant to these terms and conditions;
- any matter outside the control of Wine Australia; and
- a breach of any other term of this Agreement and/or a breach of any law.

Wine Australia shall indemnify and hold harmless the Participant (and its officers, employees and agents), against any Liability arising out of breach by Wine Australia of this Agreement or the law.

Liabilities

The Participant will be liable to pay any expense incurred by Wine Australia as a result of breaching these terms and conditions. For the avoidance of doubt, this includes legal fees and expenses payable to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by a Participant.

Wine Australia may apply interest on any overdue amounts at a rate of 1.5% per calendar month or part thereof and the Participant shall be liable for, and expressly undertakes to pay, all such interest.

FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to a software or issue with the hosting platform due to acts of God, epidemic, pandemic, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosions, lock-outs, prolonged shortage of energy supplies, war, strikes or labor disputes, embargoes (such as those preventing the importation or exportation of wine), government orders or any act of a state or governmental action prohibiting or impeding either Wine Australia or the Participant from performing their obligations pursuant to these terms and conditions.

CONSEQUENTIAL LOSS

Notwithstanding any other provision of this Agreement, neither party shall be liable for any consequential or indirect loss or damage (including loss of profits, loss of goodwill or loss of data), arising from breach of this Agreement by that party.

ENTIRE AGREEMENT

This document contains the entire agreement between us and you in relation to its subject matter and supersedes all prior agreements, representations or understanding.