

Website Terms of Use:

Any use of this website operated by Martingale Estate Vineyard & Wines at www.martingale.com.au (the 'Site') is conditional upon your acceptance of these Terms & Conditions, including our Privacy Policy. We reserve the right to amend these Terms & Conditions from time to time without notice and at our own discretion. **It is your responsibility to review this page for any updates to these Terms & Conditions, which come into effect once posted.** By continuing to use this Site, you acknowledge that you have read and accepted these Terms & Conditions, including our Privacy Policy.

1. Age Requirement

You may only use this Site if you are of legal age to purchase alcohol in your country of residence and/or in the country from which you are accessing the Site. If you do not fall within this category you should leave the Site immediately.

2. Intellectual Property and restrictions on use of content

Unless otherwise indicated, we are the owner and/or authorised user of all names, trade marks, copyright material and all other intellectual property appearing on or contained within this Site. Except as provided in these Terms & Conditions, use of the Site does not grant you any right, title, interest or license to any such intellectual property you may access on the Site. Unless expressly permitted by us in writing (**or in the case of copyright material, as permitted by Australian and international copyright laws**), any use or reproduction of such intellectual property is strictly prohibited.

3. Transactions on our website

Use of this Site to purchase goods may require that you open an account and that you create a username and password. It is your responsibility to keep your account username and password details confidential and secure at all times. You must not allow any other person to use your account, including any person who is not of legal age to purchase alcohol. You are solely responsible for all activity that occurs on your account. It is also your responsibility to notify us immediately if you become aware of any unauthorised access to, or use of your account. Our Terms & Conditions of sale govern any purchases you make from this website.

4. Acceptable Usage Policy

By using this Site you must accept full responsibility for any content you send or post to this site, including any remarks, suggestions, ideas, graphics or any other such material. Such user content will not be treated as confidential and by submitting content, you grant us a licence to use that content at our discretion without payment or reference to you, **including in any advertising**. We also reserve the right to monitor user submitted content and any other interactive portions of the Site and to remove any content which, in our sole discretion, constitutes a misuse these services. As provided in these Terms & Conditions, you agree not to use this Site to:

- a. post content that you do not have the right to post, or that violates the intellectual property, confidentiality, privacy or other rights of any person or entity;
- b. post content that is offensive, abusive, defamatory, discriminatory or false or misleading;

- c. post advertising or promotional materials of any kind;
- d. post content that contains software viruses or anything harmful to this website or its content.

This list only serves to provide examples and is not meant to be an exclusive list of the types of misuses of the interactive services of this site. Due to the global nature of the Internet, users agree to comply with all local rules regarding on-line conduct and acceptable content.

5. Privacy and Personal information

In the course of your use of the Site, you may be asked to provide personal information to us (“User Information”). Our information collection and use policies with respect to such User Information are set forth in the Site Privacy Policy, which is incorporated into these Terms & Conditions by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

6. Items for download

Occasionally certain materials may be expressly made available by us for downloading from the Site. You acknowledge and agree that the download and use of such items are carried out at your own risk. Unless stated otherwise, we grant to you a personal, non-transferable, and non-exclusive license to use the relevant items for your own personal use. It is prohibited to copy (in whole or in part), communicate to the public, modify, reverse engineer, or otherwise transfer any right in them.

7. Links to Third Party Sites

There may be links to other websites or advertisements of goods and services available from other parties on our website. We are not responsible for those websites, their content or the goods and services available on them.

8. Competitions and Promotions

This Site may contain promotions in relation to our products or those of third parties. The Terms & Conditions for those promotions will be specified on the relevant page(s) of the Site. By participating in such promotions you acknowledge and agree these relevant Terms & Conditions.

9. Disclaimer

While we will take all reasonable steps to ensure that this Site is accurate, the Site and its contents are provided on an “as is” basis. To the utmost extent permitted by law, all warranties in respect to this Site and the information contained in it (including the content of, or use of this site, the security of your computer in accessing this site, computer viruses, the availability, uptime and security of this site and the integrity of data accessed through this site) are excluded. We, and any of our related companies are not liable for any loss or damage that you may suffer as a result of using this website. We reserve the right to revise the content of, or withdraw access to this Site at any time without notice or liability to you.

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