

Terms and Conditions

01/02/2024

This website is owned and operated by Young Tree Wines. These Terms set forth are the terms and conditions under which you may use our website and purchase the products as offered by us. This website offers visitors the opportunity to purchase our wines. By accessing or using the website, you approve that you have read, understood, and agree to be bound by these Terms.

Legal Right to Purchase

In order to use our website and purchase our products, you need to be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive our products if doing so is prohibited in your country or under any applicable law or regulation applicable to you.

Please note: Under the Liquor Control Reform Act 1998 it is an offence:

- To supply alcohol to a person under the age of 18 years (Penalty exceeds \$17,000).
- For a person under the age of 18 years to purchase or receive liquor. (Penalty exceeds \$700).

Terms of Purchase

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.

Subscriptions – The Arboretum

By signing up to ‘The Arboretum’ and associated ‘Collections’, you agree to subscribe to the selected offering for a minimum of two orders, the first at sign up, the second at the May or November shipment. If a customer cancels before the second order is processed, a cancellation fee of \$75 will be charged.

Upon subscription, your first order will be billed and fulfilled. After that the orders will be processed and shipped every 6 months, in May and November. Payment will be charged April and October, then orders fulfilled. Subscriptions will continue until we are notified of a cancellation. We offer the option to pause a subscription, to arrange this please contact us at leigh@youngtreewines.com.au.

Refunds and Returns

If you feel that your wine is faulty or off in some way please contact us here product, simply return it with its included accessories and packaging along with the order number or original receipt within 21 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. Please include your reason for returning the product so we can best help you. We only except returns of items that are unopened, unless items are faulty or items arrive damaged/broken.

Retention of Right to Change Offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Ownership of Intellectual Property, Copyrights and Logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Young Tree Wines. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Right to Suspend or Cancel User Account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations.

Right to change and modify Terms

We reserves the right to modify these terms from time-to-time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices – please just notify us at any time.