AGENCTY CONSUMER TERMS AND CONDITIONS *Effective 2026*

1. **Agent.**

1.1 These agency Consumer Terms and Conditions **(Agency Consumer Terms**) are issued jointly by NZ Wine Collective Limited, trading as Wine Collective Direct (**WCD**) and Wine Export Marketers Int. Limited, (**WEM**), trading as Ship NZ Wine Home and govern the purchase of any goods (**Goods**) consumers make from producers (**Producer**) and shipping services consumers make through the website of **WCD**, at www.winecollective.direct and any apps WCD may publish (**Platform**).

WCD is a marketing platform that enables Producers to directly present their wines for sale to international consumers. Each producer directly operates their own e-cellar door, setting their sale price and managing all aspects of their sale & product presentation. As agent, acting on behalf of consumers & producers, WCD & WEM facilitate wine sales & purchases and shipping services. When you purchase Goods using the WCD Platform you appoint WEM as your agent to complete the purchase of your goods from your chosen Producer/s. Separately you also appoint WEM as your agent to complete the international shipping of your wine, entirely on your behalf.

1.2 You should read and ensure you understand these agency T&C's before ordering any Goods through the Platform. If you do not agree with any of these agency terms you should not Order Goods through the Platform.

2. **Amendments.**

2.1 WCD & WEM reserve the right to amend these agency terms as required. Amendments will be effective immediately upon being placed on the Platform. Your continued use of the Platform following such amendments being placed on the Platform will represent an agreement by you to be bound by these agency terms as amended. Such amendments may include replacing these agency terms with entirely new terms.

3. **Establishing a Customer Account.**

3.1 WCD & WEM may provide you with the option to register an account on the Platform (**Customer Account**). If you register and activate a Customer Account, you may provide personal information such as your name, email address, and telephone number. You must ensure that this information is accurate and current. WCD & WEM will handle all personal information that it collects from you in accordance with applicable legal requirements (including the Privacy Act 2020).

3.2 To create a Customer Account, you must:

(a) possess the legal right and ability to enter into a legally binding agreement and any Producers you may purchase Goods from;

(b) provide such information and other confirmations as the Platform requires; and

(c) agree and warrant to use the Platform in accordance with these Consumer Terms.

3.3 When you register and activate a Customer Account, the platform will provide you with a password. You are responsible for keeping this password secure and are responsible for all use and activity carried out under this account.

3.4 You are responsible and liable for all activities that occur under or through your Customer Account. WCD & WEM are not responsible for:

(a) verifying the accuracy or completeness of information input into a Customer Account or posted to the Platform; or

(b) any unauthorised access to, or interference with, a Customer Account.

4. **Intellectual Property.**

4.1 Unless otherwise stated on the Platform (including where the Platform hosts trademarks and copyright material of a Producer), WCD & WEM is the owner of, or otherwise has the right to use, all copyright, trademarks and other intellectual property rights relating to it and its subsidiaries (if any) on the Platform. This includes without limitation all intellectual property rights in respect of all text, graphics, logos, images and any downloads that may be offered on the Platform. WCD & WEM's ownership in such intellectual property is protected by both New Zealand and international law.

5. **License.**

5.1 WCD & WEM grants you a non-exclusive, non-transferable, revocable license to use the Platform (**License**) solely for the purpose registering a Customer Account, making Orders, paying for Goods, and making personal use of the Platform. Any contravention by you of these agency terms terminates the License immediately.

5.2 Under no circumstances, without WCD & WEM's prior written approval, may you adapt, reproduce, store, distribute, print, display, publish or create derivative works from any part of the Platform. You must not:

(a) use any data gathering and extraction tools or software to extract information from the Platform;

(b) frame or utilise framing techniques to enclose any of the contents of the Platform without WCD & WEM's express prior permission; or

(c) use any meta-tags or other hidden text which incorporate our name or any of its intellectual property including trademarks without WCD & WEM's express prior permission.

5.3 You agree to fully indemnify WCD & WEM for any loss or damage it may suffer in contract, tort (including negligence), equity, statue, regulation or otherwise, including without limitation any economic loss, loss of turnover, profits, business or goodwill, whether direct, indirect or consequential, in respect of any third party claims against us, its related parties, employees, volunteers, contractors or agents, that arise as a result of your breach of the License.

6. **Order.**

You may Order Goods described on the Platform for the price specified on the Platform. All prices are expressed in currency of your choice and converted to New Zealand dollars at the point of checkout.

6.1 WCD website pricing operates on a fully inclusive basis, whereby all displayed prices for Goods include all delivery expenses to your nominated address. This includes shipping, specialist high quality export packaging insurance taxes & duties.

6.2 When ordering Goods from the Platform you confirm and acknowledge that:

(a) you are legally entitled to purchase alcohol (if Goods you purchase include alcohol) and that you can produce sufficient evidence (e.g. Driver's Licence or Passport) of that entitlement upon request prior to or upon delivery of the Goods;

(b) title of ownership passes to you upon export.

(c) you appoint WEM as your export agent to ship your goods from New Zealand on your behalf, and import the goods, including your customs clearance and payment of taxes & duties on your behalf.

(d) you are purchasing goods strictly for your own personal/private consumption. For clarity, purchases for commercial/resale purposes are strictly prohibited.

(e) all information you supply is true and correct at the time you make any purchase on the Platform;

(f) notwithstanding the above, the Producer may refuse to accept your Order at its sole discretion;

(g) WCD & WEM may restrict your ability to purchase Goods via the Platform by imposing a credit limit on your Customer Account.

6.3 The Goods advertised on the Platform are intended for consumer purchase only. Orders that are suspected for any reason of being placed for commercial purposes, e.g. any kind of reseller, may be cancelled.

7. **Details.**

7.1 Your Order must contain your name, email address, credit card details, billing address, delivery address and any other ordering information specified on the Platform.

8. **Cancellation.**

8.1 You may not cancel an Order once it has been submitted. Your Order may be rejected at any time for whatever reason.

9. **Rejection.**

9.1 If your Order is rejected for any reason, neither you or the Producer will be under any further obligation to the other arising out of your Order or the rejection of that Order.

10. **Reimbursement.**

10.1 If your Order is rejected, WEM undertakes to reimburse you for any payments already received.

11. **Delivery.**

11.1 Delivery of your Goods to you will take place in the manner described and agreed to through the Platform. As the shipping agent, WEM works closely with Producers to ensure that goods are received by WEM export warehouse in a timely manner. WEM commits to exporting the goods for the consumer from New Zealand as soon as practically possible. Estimated delivery timing is provided within purchase confirmation documents. WEM will use best endeavors to meet estimated delivery timing. Neither WCD, WEM or the Producer/s will be liable for any delay in delivery of Goods ordered or non-delivery of Goods ordered, other than in accordance with the provisions of the Consumer Guarantees Act 1993.

12. **Title.**

12.1 Title in the Goods sold to you through the Platform passes upon export.

13. **Payment.**

13.1 Where payment is by credit card, you will be liable for all Orders placed using your credit card and warrant that you are entitled to use the card. All credit and debit card transactions are subject to authorisation by the relevant card issuer. If your card issuer does not authorise payment your Order will not be accepted and neither WCD, WEM or the Producer will be liable for any delay or non-delivery.

14. **Capacity.**

14.1 The Goods are offered for sale only to persons who can make legally binding contracts. It is your responsibility to ascertain and obey all applicable laws (including minimum age requirements for legally binding contracts and the purchase of alcohol) in relation to the use of the Platform and the purchase of Goods from the Platform.

14.2 By placing an Order for Goods you represent that you are:

(a) legally entitled to purchase alcohol (if applicable); and

(b) capable of making a legally binding contract and that the Goods purchased will be used in a lawful manner.

15. **New Zealand Law.**

15.1 Details contained on the Platform relating to Goods, including any descriptions or claims made in relation to Goods, have been prepared in accordance with New Zealand law and may not satisfy the laws or regulations of any other jurisdiction. WCD & WEM and each Producer do not warrant that the details, descriptions or claims on the Platform concerning Goods will satisfy the laws of any other jurisdiction.

15.2 It is your responsibility to determine whether these details, descriptions and claims satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside New Zealand) and if the details, descriptions or claims do not satisfy the laws of your jurisdiction, you may not Order any Goods from the Platform.

16. **Combined Terms.**

16.1 These agency Terms together with any additional terms and conditions contained in the invoice or any other similar document issued by WCD & WEM or a Producer shall be the terms which govern your purchase of the Goods.

17. **Possession and Risk.**

17.1 Possession and risk in the Goods shall pass to you upon delivery of the Goods to your agent or carrier or upon delivery of the Goods to the address supplied by you when placing an Order.

18. **Incorrect Orders.**

18.1 Short or incorrect Orders must be reported to WEM within seven (7) working days of their receipt together with the invoice number. Any Goods returned must be clean and free from price markings. Goods that have been damaged or are not resaleable may not be credited in full.

19. **Insurance & Defective Goods.**

19.1 All sales are insured against breakage or loss during transit. Remedy for loss or damage is typically by way of refund. WEM's bespoke packaging contains advanced thermal stability properties. WEM uses every care during the delivery procedure to reduce the risk of heat-damage including specialist packaging, temp controlled storage (where possible) and rapid movement through transit global points. Insurance does not cover any real or perceived damage/stress to wine quality due to temperature fluctuation. However, at WEM's total discretion it may cover the cost of refunding Goods if WEM is satisfied the Goods have incurred genuine damage during delivery. In all other cases, the decision to refund any defective Goods will be at the complete discretion of WEM and/or the Producer.

20. **Notification of Problem.**

20.1 Neither WCD & WEM or the Producer shall be liable for any damage, discrepancy or shortage in the Goods unless you notify the Producer and NZWH within 48 hours of the time of delivery of the Goods.

21. **Exclusion of Liability.**

21.1 To the maximum extent permitted by applicable law, under no circumstances will WCD & WEM or the Producer, its employees or its agents be liable to you in contract, tort (including negligence), equity, statute, regulation or otherwise for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by you, or by any other third party, whether direct or consequential (including, but without limitation, any economic loss or other loss of turnover, profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings made by or brought against you which relate in any way to your access and use of the Platform or Goods supplied pursuant to an Order placed on the Platform or in respect of any failure or omission on the part of WEM the

Producer to comply with its obligations as set out in these Consumer Terms in respect of the sale and supply of Goods to you.

22. **Limitation of Liability.**

22.1 In the event that any limitation or provision contained in these agency Terms is held to be invalid or unenforceable for any reason and WCD, WEM or a Producer becomes liable for any loss or damage that would otherwise have been excluded, WCD, NZWH or the Producer's (as the case may be) maximum liability in contract, tort (including negligence), equity, statute, regulation or otherwise for any loss, damage or injury directly or indirectly arising in respect of your access and use of the Platform is to be limited to $50 in New Zealand currency.

22.2 For the avoidance of doubt, where the laws of any jurisdiction apply a minimum right to remedies (whether under consumer laws or otherwise) that cannot be excluded or contracted out of, and such minimum right provides for a greater remedy than is stipulated in clause 22.1 above, WCD, WEM or the Producer's liability (as the case may be) is strictly limited to providing that minimum right of remedy.

23. **Fitness for Purpose.**

23.1 You acknowledge that you have made your own investigations as to the fitness of the Goods for your purpose.

24. **Severability.**

24.1 If any provision of these agency Terms is held to be invalid, void, unenforceable or illegal for any reason, such provision shall be deemed to be severed from these Consumer Terms and the remaining provisions shall continue in full force.

25. **Goods Description and Availability.**

25.1 All descriptions of Goods, specifications, quantities and prices of Goods depicted on the Platform are subject to change at any time without notice. Certain weights, measurements and similar descriptions are approximate and provided for convenience purposes only.

25.2 Each Producer will make all reasonable efforts to accurately display the attributes of their Goods on the Platform.

25.3 While each Producer will use its best endeavours to ensure your Order is met, WCD and the Producer provide no warranty as to the availability of Goods ordered on the Platform.

26. **Pricing Errors.**

26.1 Each Producer will use all reasonable efforts and will take all reasonable care to ensure Goods available for purchase on the Platform are accurately priced. However, from time to time, certain Goods may erroneously be mis-priced. Where a pricing error is identified, and you have placed an Order, the Producer reserves the right to cancel the Order in its discretion and you will be provided a full refund if payment has been made. The Producer will contact you to advise of the correct price and seek your instruction as to whether you wish to proceed with a new Order at the correct price. The Producer has no obligation to supply Goods at the incorrect price.

27. **The Platform.**

27.1 The Platform provides a 'direct to consumer' service for Producers and Consumers.

27.2 Where you elect to purchase Goods using the Platform:

(a) you appoint WEM to complete the purchase of your wine on your behalf as agent and concurrently the Producer appoints WEM to sell the Goods to you on the Producer's behalf as their agent;

(b) your wine purchase is a retail transaction, occurring in New Zealand under NZ commercial & taxation regulations;

(c) the Producer is responsible for delivering the Goods to WEM's export warehouse;

(d) WCD has developed the Platform but is not responsible for the delivery of the goods by the producer to its listed on the Platform;

27.3 All purchases of Goods from Producers you make through the Platform will be completed by WEM from the Producer on your behalf, as your agent. For the purposes of the Goods and Services Tax Act 1985, you confirm that you elect that section 60(2B) of that Act will apply and that, for GST purposes, the supply of Goods through the Platform is to be treated as two separate supplies (first, from the Producer to WEM and then, second, from WEM to you).

27.4 By purchasing Goods through the Platform, you engage WEM as agent to provide you with export/import shipping services in order to make delivery of Goods to you.

28. **Posting Policy.**

28.1 WCD may allow you to post content on the Platform.

28.2 You own all of the content, feedback, and personal information you provide to WCD, but you also grant WCD a non-exclusive license to it. This means WCD & WEM has the right to use your user generated content (**UGC**) for the purposes of its business in any way it sees fit, and without any further notice to you or permission from you or any obligation on WCD & WEM's part to pay you any money or provide any other compensation for its use of your UGC. An example of how WCD & WEM may use your UGC is that we may extract or republish your UGC in its marketing materials.

28.3 You are responsible to us and all relevant third parties for any UGC you upload to our Platform. We are entitled to recover any costs or liability we incur as a result of your UGC, direct from you and you indemnify us accordingly.

28.4 When using the Platform, you must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our Platform, including but not limited to:

(a) any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;

(b) using the Platform to defame or libel WCD & WEM, its employees, volunteers, members or other individuals;

(c) uploading files that contain viruses that may cause damage to WCD & WEM's property or the property of other individuals;

(d) posting or transmitting to the Platform any non-authorised material including, but not limited to, material that is, in WCD & WEM's opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of WCD & WEM's systems or a third party's systems or network security.

28.5 If WCD & WEM allows you to post any information to the Platform, WCD & WEM has the right to take down this information at its sole discretion and without notice. WCD & WEM takes no responsibility and assumes no liability for any content posted, stored, transmitted or uploaded to the Platform by you (in the case of your content) or any third party (in the case of any and all content more generally), or for any loss or damage thereto, nor is WCD & WEM liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

29. **Privacy and Data.**

29.1 This clause 29 sets out the basis in which personal information in collected from you and is dealt with under any applicable privacy laws.

29.2 If WCD & WEM is unable to collect, use, hold, disclose and otherwise process your personal information in the manner authorised by this clause 29, then WCD & WEM may not be able to provide you with the full benefit of the Platform.

29.3 **Automatically Collected Information**: Whenever you access the Platform WCD & WEM will, and is entitled to, automatically collect the following types of information from you:

(a) the IP address of your machine when connected to the internet and the domain name from which you are accessing the internet;

(b) information received from cookies;

(c) the operating system and the browser your computer uses and any search engine you are using;

(d) the date and time you are visiting; and

(e) the URLs of the pages you visit.

29.4 **Submitted information**: Additional to automatically collected information, WCD & WEM collects the following information about you when you use the Platform:

(a) WCD & WEM may collect personal information that you provide (for example your name, email address, postal address, gender and telephone number) when you enter these into the Platform to buy Goods or register a Customer Account;

(b) Limited financial information that you provide when placing orders through the Platform;

(c) From time-to-time WCD & WEM may request information via surveys or competitions. Participation in these surveys or competitions is completely voluntary. Information requests may include contact information (such as your name and email address), and demographic information (such as your postcode and age). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of the Platform.

29.5 **Further collection**: WCD & WEM reserves the right to collect more extensive information where it deems such action is appropriate, such as in the case of any security concerns which may arise. Where possible, information will be obtained directly from you. However, you acknowledge that by accessing the Platform information may be collected from you as a result of the workings of the Platform and the attached systems and software.

Use of Personal Information:

29.6 WCD & WEM may use your personal information in the following ways:

(a) to provide its service(s) to you as a user of the Platform, including enhancing your user experience;

(b) to process your Orders for Goods;

(c) to answer enquiries and provide information or advice about Goods or services;

(d) for WCD & WEM's marketing purposes including to provide you with newsletters and other information about special offers or features of the Platform which thinks may be of interest to you and for related marketing purposes, if you have submitted your contact details to WCD for these purposes or otherwise provided your consent for WCD to do so;

(e) for marketing third party Goods and services to you, if you have provided your consent for this;

(f) assess the performance of the Platform to ensure that the Platform serves your needs in the most efficient manner possible;

(g) to ensure that content from the Platform is presented in the most effective manner for you and your computer;

(h) to notify you about changes to the Platform;

(i) to prevent the illegal/unauthorised use of the Platform;

(j) to notify you about product recalls;

(k) to process and respond to any complaint made by you;

(l) to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of a country; and

(m) when managing and maintaining the Platform.

29.7 In posting UGC on the Platform, you are deemed to consent to WCD & WEM publishing or otherwise using that UGC for marketing and other purposes. This includes the content from any feedback form submitted by you on the Platform.

29.8 WCD & WEM will only hold, use and disclose personal information for the purposes for which it was originally collected (and for related purposes which you would reasonably expect), unless required or authorised by or under law or if you have consented to another use.

29.9 WCD & WEM will not provide personal information you have provided to it to any third party for their use in marketing their products or services to you without your consent.

Disclosing Information:

29.10 Your personal information will not be shared, sold, rented or disclosed without your consent or other than as described in this clause 29.

29.11 WCD may disclose your personal information as follows:

(a) to WCD & WEM employees, other entities within the "Wine Collective Direct" group, contractors or service providers for the purposes of (i) operating the Platform, (ii) fulfilling requests by you, and (iii) to otherwise provide the Platform to you including, without limitation, web hosting providers, cloud hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators and professional advisors, such as accountants, solicitors, business advisors and consultants;

(b) to Producers to allow them to sell you Goods through the Platform and for the Producers' marketing purposes;

(c) for WCD & WEM's marketing and analytics purposes;

(d) to service providers who manage aspects of WCD & WEM's operations and make them more efficient including WEM and third parties who provide support services to the Platform and payment providers;

(e) if WCD, WEM or a Producer has all its assets (or substantially all of its assets) acquired by a third party, personal data held about its customers will be one of the transferred assets. If a change happens to the business of WCD, WEM or a Producer, then the new owners may use your personal data in the same way as set out in this clause 29;

(f) if WCD, WEM or a Producer is under a duty to disclose or share your personal data to comply with any legal obligation, or in order to enforce or apply our Website Terms and Conditions and other agreements, including the terms and conditions of use of any social media platform;

(g) to protect the rights, property, or safety of WCD, WEM and the Producers (this includes exchanging information with other companies and organisations for the purposes of fraud protection);

(h) to enforce these Consumer Terms.

29.12 WCD & WEM only allow third parties to handle your personal data if it is satisfied that they take appropriate measures to protect your personal data. Oneway WCD & WEM achieves this is by placing contractual obligations on third parties governing the use of personal data that WCD provides them with.

29.13 WCD 7 WEM will share personal information with law enforcement or other authorities if required by applicable law.

30. **Disputes.**

30.1 If you have a dispute with WCD, WEM or a Producer, please get in touch and with WCD or WEM or the relevant Producer to try to resolve it informally. If the dispute is not able to be resolved informally, either party can look to resolve a dispute or seek any remedy available through any legal method available.

31. **Waiver.**

31.1 If WCD, WEM or a Producer delays or does not exercise any of its rights or remedies under these Consumer Terms, that will not be a waiver of the right or remedy.

32. **Retain a Copy.**

32.1 You should print out and retain or otherwise store a copy of these Consumer Terms for your future reference.

33. **Queries.**

33.1 If you have any queries in regard to these agency Terms, please don’t hesitate to contact us.