

Shelmerdine Vineyards Website Terms and Conditions

Please read the Terms and Conditions of this website carefully as any use of the website by you constitutes acceptance of the Terms and Conditions set out below.

Throughout this site, the terms "we", "us", "our" refer to Shelmerdine Vineyards.

Website Privacy Policy

Any personal information or material sent to Shelmerdine Vineyards websites are subject to the Shelmerdine Vineyards privacy policy. For further information on our privacy policy please navigate to the privacy policy link contained on this website.

Accuracy, completeness and timeliness of information

We are not responsible if the information that we make available on this website is not accurate or complete. Any reliance upon the material on this website shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and the information contained on this website.

Transmission

Any non-personal communication or material you transmit to this website by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post becomes the property of Shelmerdine Vineyards and may be used for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Shelmerdine Vineyards is free to use for any purposes whatsoever (including but not limited to the developing, manufacturing, advertising and marketing of products) any ideas, artwork, inventions, developments, suggestions or concepts contained in any communication you send to this website. Any such use is without compensation to the party submitting information. By submitting information, you are also warranting that you own the material/content submitted, that it is not defamatory and that Shelmerdine Vineyards use will not violate any third party's rights. Shelmerdine Vineyards is under no obligation to use the information submitted.

Intellectual property rights

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The trademarks, logos, characters and service marks displayed on this website belong to Shelmerdine Vineyards. Nothing contained on this website should be construed as granting any licence or right to use any trademark displayed on this website. Your use/misuse of the trademarks displayed on this website, or on any other content on this website, except as provided for in these Terms and Conditions, is strictly

prohibited. Shelmerdine Vineyards reserves all its rights to enforce its intellectual property rights to the furthest extent of the law.

Links to other websites

Links on the Lion Shelmerdine Vineyards websites may take you outside the Shelmerdine Vineyards network and Shelmerdine Vineyards accepts no responsibility for the content, accuracy or function of these other websites. The links are provided in good faith and Shelmerdine Vineyards cannot be held responsible for any subsequent change in other websites to which we provide a link. The inclusion of any link to other websites does not imply endorsement by Shelmerdine Vineyards. We highly recommend that you make yourself aware of and carefully read the legal and privacy notices of other websites that you visit.

Warranties and Disclaimers

Your use of this website is exclusively at your sole risk.

Warranties

This website is provided to you on an "As Is" and "As Available" basis and, consequently, to the maximum extent permitted by law, Shelmerdine Vineyards gives no warranties of any kind, whether express, implied, statutory or otherwise (including the implied warranties of merchantability and fitness for a particular purpose) including warranties or representations that material on this website will be complete, accurate, reliable, timely, non-infringing to third parties; that access to this website will be uninterrupted or error-free; that this website will be secure; that any advice or opinion obtained from Shelmerdine Vineyards through this website is accurate or to be relied upon and any representations or warranties thereto are expressly disclaimed.

We reserve the right to restrict or terminate your access to this website or any feature of this website or any feature or part thereof at any time.

Liability

To the extent permitted by law, Shelmerdine Vineyards does not accept liability or any responsibility whatsoever for any direct, incidental, consequential, indirect or punitive damages, costs, losses or liabilities whatsoever arising out of your access to, use, inability to use, change in content of this website or arising from any other website you access through a link from this website or from any actions we take or fail to take as a result of any electronic mail messages you send us. To the extent permitted by law, Shelmerdine Vineyards does not accept any responsibility to maintain the material and services made available on this web site or to supply any corrections, updates, or releases in connection therewith. Any material on this website is subject to change without notice. Further, Shelmerdine Vineyards shall have no liability or any responsibility whatsoever for any loss suffered caused by viruses that may infect your computer equipment or other property by reason of your use of, access to or downloading of any material from this website. If you choose to download material from this website you do so at your own risk.

Certain legislation may imply warranties, terms or conditions which cannot be excluded, restricted or

modified. If those statutory provisions apply, to the extent to which Shelmerdine Vineyards is entitled to do so, its liability will be limited at its option to (a) in the case of services, the lowest of the cost of supplying the services again and having the services supplied; and(b)in the case of goods, the lowest of the cost of replacing the goods, obtaining equivalent goods or having the goods repaired.

Prohibited Activity

You are prohibited from doing any act that Shelmerdine Vineyards, in its reasonable discretion, may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws applicable to this website including but not limited to:

- Any act that would constitute a breach of either the privacy (including uploading private information without the concerned individual's consent)or any other of the legal rights of individuals;
- Using this website to defame or libel Shelmerdine Vineyards, its employees or other individuals or acting in such a way that brings into disrepute the good name of Shelmerdine Vineyards;
- Uploading files that contain viruses that may cause damage to the property of Shelmerdine Vineyards or the property of other individuals.

You and Shelmerdine Vineyards agree that any controversy or claim arising from or pertaining to the use of this website shall be governed by the laws of Victoria. You submit to the non-exclusive jurisdiction of the courts of Victoria.

Legal notice update

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.