

## TERMS AND CONDITIONS OF USE

Please read these **Terms and Conditions** carefully before using the <https://www.liquormasters.com.au> website to browse and/or make a purchase. Any use of the website will be subject to these terms and conditions.

Other **Terms and Conditions** relating specifically to **Privacy** can also be found on this website. You must agree to abide by this policy as part of your overall **Terms and Conditions** acceptance.

### 1. About the Website

1.1. Welcome to <https://www.liquormasters.com.au> ("the **Website**"). The **Website** provides you with an opportunity to browse and purchase various products that have been listed for sale on the **Website** ("the **Products**"). The Website provides a service by granting you access to the content on the **Website** ("the **Services**").

1.2. The **Website** is operated by THE LIQUOR MASTERS AUSTRALIA PTY LTD ACN 641 367 508. Access to and use of the **Website**, or any of its associated **Products or Services**, is provided by THE LIQUOR MASTERS AUSTRALIA PTY LTD ACN 641 367 508 or its authorised representatives. Please read these **Terms and Conditions** ("the **Terms**") carefully. By using, browsing and/or reading the **Website**, this signifies that you have read, understood and agree to be bound by the **Terms**. If you do not agree with the **Terms**, you must cease viewing, browsing and using the **Website**, or any of its **Services**, immediately.

1.3. THE LIQUOR MASTERS AUSTRALIA PTY LTD ACN 641 367 508 or its authorised representatives reserves the right to review and change any of **the Terms** by updating this page at its sole discretion. It is your responsibility to check this page periodically for changes. Your continued use of or access to the **Website** following the posting of any changes constitutes acceptance of those changes.

### 2. Acceptance of the Terms

You accept the **Terms** by remaining on the **Website**. You may also accept the **Terms** by clicking to accept or agree to the **Terms** where this option is made available to you in the user interface.

### 3. Use of the Services

3.1. In order to access the **Services** or continue to use the **Services**, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Name
- (b) Telephone Number
- (d) Proof of Age
- (c) Mailing/Delivery/Billing/Email address

3.2. Capacity and age: By placing an **Order** through the **Services**, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are over the age of 18 years old.

3.3 Alcohol and cigarettes: Furthermore, you acknowledge and agree that:

- (a) It is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18;
- (b) **Orders** containing alcohol can therefore not be accepted from or on behalf of persons under the age of 18. In the event that you place an **Order** for alcohol products, you will be required to show ID on delivery. For the avoidance of doubt, if your **Order** includes alcohol, the **Delivery Provider** is providing you with these and THE LIQUOR MASTERS AUSTRALIA PTY LTD ACN 641 367 508 is not selling alcohol to you. THE LIQUOR MASTERS AUSTRALIA PTY LTD ACN 641 367 508 will not be responsible for any alcohol that is

provided to a minor. THE LIQUOR MASTERS AUSTRALIA PTY LTD ACN 641 367 508 supports the Responsible Service of Alcohol;

(c) Cigarettes and tobacco are not for sale.

3.4. You warrant that any information you give to us or our authorised representatives in the course of using the **Services** will always be accurate, correct and up to date.

3.5. You may not use the **Services** and may not accept the **Terms** if:

- (a) you are not of legal age to form a binding contract with us or our authorised representatives; or
- (b) you are a person barred from receiving the **Services** under the laws of Australia or other countries including the country in which you are a resident or from which you use the **Services**.

#### 4. Your obligations as a User

4.1. As a **User**, you agree to comply with the following:

- (a) you will use the **Services** only for purposes that are permitted by:
  - (i) the **Terms**; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you will use the **Products** only for purposes in which they were intended;
- (c) access and use of the **Website** is limited, non-transferable and allows for the sole use of the **Website** by you for the purposes of us or our authorised representatives providing the **Services**; and
- (d) you acknowledge and agree that any automated use of the **Website** or its **Services** is prohibited.

4.2. You understand that we cannot and do not guarantee or warrant that files available for downloading through the **Website** will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the **Website** for the reconstruction of any lost data.

#### 5. Purchase of Products and Services

5.1. The **Website** provides you with the opportunity to browse and purchase various **Products**. These **Products** and the **Website Services** are available in Australia only.

5.2. In using the **Services** for the purchase of **Product(s)**, you agree to the payment of the purchase price listed on the **Website** for the **Product(s)** (the '**Purchase Price**') and any **Delivery Fees**. You should refer to the **Delivery** section when accessing the **Services** for the applicable **Delivery Fee**. **Purchase Prices** displayed on the **Website** are in Australian dollars (AUD) and include GST where applicable. **Purchase Prices** are subject to change. Images of **Products** shown without any advertised price beside that image are not offered for sale. Unless otherwise stated, any accessories shown in any image of **Products** are not included in the **Purchase Price**. We reserve the right to correct any errors published on the **Website**.

5.3. All payments of the **Purchase Price** must be in Australian Dollars (AUD) and must have cleared before an order can be processed.

5.4. Payment of the **Purchase Price** may be made with Mastercard or Visa credit cards or PayPal account via the PayPal website payments (the '**Payment Gateway Provider**'). In using the **Services**, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the **Payment Gateway Provider**, including the Terms and Conditions of Use and Privacy Policies of the **Payment Gateway Provider**.

5.5. The name on the credit card used for payment of the **Purchase Price** must match the name on the personal information provided on the **Website Services**.

5.6. In using the **Purchase Services**, you agree to provide complete and accurate information as to your personal information (or those of your nominated recipient for gifts) to enable the processing and delivery of your **Product(s)**. It is a condition of purchase that you verify that you are 18 years of age or over. If you do not confirm that you are 18 years or over, your order will not be processed.

5.7 We or our authorised representative reserves the right to accept or reject your purchase of **Product(s)** for any reason at any time. Without limitation, some of our **Products** may not be available.

5.8. In the event that we reject your purchase of **Product(s)** we will notify you of that rejection and the reason for rejection via email within ten (10) Business Days. We or our authorised representative will not be liable to you for your loss or that of any third party for the rejection of your purchase of **Product(s)** via our **Services**.

5.9. Where we reject your purchase of **Product(s)** via our **Services** and your payment for the **Product(s)** has already been processed, we will refund any money paid to us in respect of the **Purchase Price** and make reasonable endeavours to process the refund within ten (10) Business Days. The receipt evidencing your refund will depend on the period of time it takes your financial institution to finalise the refund. We or our authorised representative are not liable with respect to any loss, damage, cost, expense or injury you or any third party may or may not incur as a result of any delay in processing your refund.

5.10. If we are unable to contact you in relation to your purchase of **Product(s)** using the contact details you provide via the **Services** after having made reasonable attempts to contact you, we will reject your purchase of **Product(s)** in accordance with this clause.

## **6. Limited Liability**

6.1. Our liability obligations for the **Product(s)** you purchase via the **Services** are limited to the terms set forth herein.

6.2. In no event will we or our authorised representatives be liable for:

- (a) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the **Products** or **Services**, or any information, or transactions provided on the **Products** or **Services**, or downloaded from the **Services**, or any delay in the delivery of any **Product** purchased even if we or our authorised representatives have been advised of the possibility of such loss or damage; or
- (b) any claim attributable to errors, omissions, or other inaccuracies in the **Product, Services** and/or materials or information downloaded through the **Services**.

6.3. You will be entirely responsible for arranging any public liability insurance required for the use of the **Products**. We or our authorised representatives will not be liable to you or any third party for any claim that has or may arise as a consequence of any use of the **Products** whatsoever.

6.4. As some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. In such states, we or our authorised representative's liability is limited to the greatest extent permitted by law.

6.5. We or our authorised representative makes no representations whatsoever about any other website which you may access through <https://www.liquormasters.com.au> or which may link to the **Website**. When you access a website that is not <https://www.liquormasters.com.au>, please understand that it is independent from <https://www.liquormasters.com.au>, and that <https://www.liquormasters.com.au> has no control over the content on that website. In addition, a link to a <https://www.liquormasters.com.au> website does not mean that <https://www.liquormasters.com.au> endorses or accepts any responsibility for the content, or the use of such website.

## 7. Delivery

7.1. You acknowledge that the **Services** offered by us may integrate delivery of **Products** through the use of third-party providers (the '**Delivery Providers**'). You agree to the personal information you provide as a user of the **Website** including your address, email address and telephone number being supplied to the **Delivery Providers** for the purpose of providing your **Product(s)**.

7.2. It is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of 18 years. You agree that we may rely on any person who is at the address you gave for delivery, and who takes receipt of your ordered **Product(s)**, as being authorised for that purpose. We will not deliver your order if we consider any delivery circumstances may be unsuitable for any reason, including because any likely recipient of the ordered **Product(s)** appears to our delivery personnel to be under the influence of alcohol or drugs, under the age of 18 years or acting for or on behalf of a person who we consider may be unsuitable for any reason (including because they may be under 18 years). We may not deliver your order if any of our requests for verification (such as proof of identity or age) are not met.

7.3. In providing the **Services**, we or our authorised representatives may provide you with a variety of delivery options offered by the **Delivery Providers**. You acknowledge and agree that we or our authorised representatives are not always the provider of the **Products** and may merely facilitate your interaction with the **Delivery Providers** in respect to providing the **Products**.

7.4. In purchasing **Product(s)** via the **Services** you agree to accept delivery of the **Product(s)** or related information via the delivery address provide from Monday to Friday between 8am and 5pm and that you may be responsible for any charges and fees issued by the **Delivery Provider** as a result of not being available to accept delivery at these times. We via the **Delivery Providers** will make reasonable attempts to contact you before delivery of your **Product(s)** including providing email notification(s) with estimated delivery date and link to online tracking website for delivery status updates.

7.5. You agree that we are not liable or responsible for any alternate delivery options offered to you by our **Delivery Providers** including; delivery to a neighbor, Authority to Leave Safe, redelivery and/or change of delivery date. You agree that you are responsible for any costs and fees associated with these alternate delivery options.

7.6. The services offered by the **Delivery Providers** are within Australia only. No international Delivery Services are currently available. Delivery of **Product(s)** is only available to valid street addresses, no Post Office (PO) Boxes will be accepted as shipping addresses. Without limitation, some of our **Product(s)** may not be available for delivery to certain locations. We or our authorised representatives retain the right to determine what we can and cannot deliver to any particular location.

7.7. The personal information you provide as a user of the **Website** will be used by us and the **Delivery Providers** to provide the **Product(s)** you order via our **Services**. We or our authorised representative will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver the **Product(s)** to you (or

your nominated recipient) due to inaccurate or incomplete personal information provided. Without limitation, if you provide inaccurate shipping details via the personal information you provide in accessing the **Services**, we or our authorised representative are under no obligation to resend your **Product(s)** if shipped to the address provided and not subsequently returned to us. You agree to obtain consent from the recipient of a gift when providing their personal details to us or our authorised representatives.

7.8. We or our authorised representatives endeavor to process purchases of **Product(s)** via the **Services** within 1-2 business days then dispatched to our **Delivery Providers**. **Product(s)** are not shipped or delivered on weekends or holidays.

7.9. You acknowledge and agree that notwithstanding anything else stated on **the Website**:

- (a) we or our authorised representative cannot guarantee that delivery of **Product(s)** will occur on the stated estimated delivery date;
- (b) estimated delivery dates of **Product(s)** may change from time to time due to unforeseen circumstances; and
- (c) except where required by applicable law, we or our authorised representative are not liable with respect to any loss, damage, cost, expense or injury you or any third party suffers or may suffer as a result of a change in estimated delivery date of **Product(s)** or a delay in providing **Product(s)**.

7.10. If we are unable to deliver your **Product(s)** to the delivery address provided due to the size of the package or because there are restrictions on access to the delivery address or it is unsafe or impractical to make delivery, a calling card may be left for you notifying you where the **Product(s)** have been delivered for collection by you. It is your responsibility to follow the instructions stated on the calling card.

7.11. Where you do not collect your **Product(s)** from the outlet specified on the calling card within the time specified on the calling card, you must contact us using the details provided at the end of these Terms and Conditions of Use for further information with respect to claiming your **Product(s)**. If **Product(s)** are required to be redelivered, you will be required to pay any associated fees for redelivery.

7.12. Upon delivery, you must inspect your **Product(s)** and check that the **Product(s)** delivered match the **Product(s)** you requested via our **Services**. If there are any incorrect or missing **Product(s)** or there is obvious damage to the **Product(s)** due to transit, you must contact us as soon as practicable.

## **8. Copyright and Intellectual Property**

8.1. The **Website**, **Products** and **Services** and all of the related products of ours or our authorised representatives are subject to copyright. The material on the **Website** is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the **Website** (including text, graphics, logos, button icons, video images, audio clips and software) (the '**Content**') are owned or controlled for these purposes and are reserved by us or our contributors.

8.2. We or our authorised representatives retain all rights, title and interest in and to the **Website** and all related content. Nothing you do on or in relation to the **Website** will transfer to you:

- (a) the business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright of ours or our authorised representative; or
- (b) the right to use or exploit a business name, trading name, domain name, trademark or industrial design; or
- (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

8.3. You may not, without our prior written permission and the permission of any other relevant rights owners, broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content of our **Products** or **Services** or third party content for any purpose. This prohibition does not extend to materials on the **Website**, which are freely available for re-use or are in the public domain.

8.4. You agree to grant to us a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the **Website** (such as bulletin boards, forums and newsgroups) or by e-mail to us by all means and in any media now known or hereafter developed. You also grant to us the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us.

## 9. Privacy

We and our authorised representatives take your privacy seriously and any information provided through your use of the **Website** is subject to our **Privacy Policy**. By using the **Website**, you are agreeing to the **Privacy Policy**. You can view our **Privacy Policy** and read more about why we collect personal information from you and how we use that information via the **Website**.

## 10. General Disclaimer

10.1. You acknowledge that we or our authorised representatives do not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the **Products** or **Services** other than provided for pursuant to these **Terms**.

10.2. We or our authorised representatives will make every effort to ensure a **Product** or **Service** is accurately depicted on the **Website**, however, you acknowledge that sizes, colors and packaging may differ from what is displayed on the **Website**.

10.3. Nothing in these **Terms** limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

10.4. Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these **Terms** are excluded; and
- (b) we or our authorised representatives will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the **Services**, **Products** or these **Terms** (including as a result of not being able to use the **Services** or the late supply of the **Services** or **Products**), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

10.5. Use of the **Website**, the **Services**, and any of the **Products** is at your own risk. Everything on the **Website**, the **Services**, and the **Products**, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of ours (including any third party where the **Products** are made available to you) make any express or implied representation or warranty about its content or any **Products** or **Services** referred to

on the **Website**. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the **Website, Products, Services**, or any of their content (including third party material and advertisements on the **Website**);
- (c) costs incurred as a result of you using the **Website, the Services** or any of the **Products**;
- (d) the content or operation in respect to links which are provided for your convenience;
- (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the **Website**; or
- (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

## **11. Limitation of Liability**

11.1. We or our authorised representatives' total liability arising out of or in connection with the **Products** or **Services** or these **Terms**, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent **Purchase Price** paid by you under these **Terms** or where you have not paid the **Purchase Price**, then our total liability is the resupply of information, **Products** or **Services** to you.

11.2. You expressly understand and agree that we or our affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11.3. We or our authorised representatives are not responsible or liable in any manner for any site content (including any third party content) posted on the **Website** or in connection with the **Services**, whether posted or caused by users of the **Website**, by third parties or by any of the **Services** offered by us or our authorised representatives.

11.4. You acknowledge that we or our authorised representatives do not always provide the **Services** to you and you agree that in the event that we or our authorised representatives do not provide them, we or our authorised representatives will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the **Services**.

## **12. Termination of Contract**

12.1. The **Terms** will continue to apply until terminated by either you or by us or our authorised representatives as set out below.

12.2. This Agreement may be terminated by either party without notice at any time for any reason.

12.3. Subject to local applicable laws, we or our authorised representatives reserve the right to suspend or deny, in its sole discretion, your access to all or any portion of the **Website** or the **Services** without notice if you breach any provision of the **Terms** or any applicable law or if your conduct impacts our or our authorised representatives' name or reputation or violates the rights of those of another party.

12.4. When the **Terms** come to an end, all of the legal rights, obligations and liabilities that you and us or our authorised representatives have benefited from, been subject to (or which have accrued over time whilst the **Terms** have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

### 13. Indemnity

13.1. You agree to indemnify us and our affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any content you post through the **Website**;
- (b) any direct or indirect consequences of you accessing, using or transacting on the **Website** or attempts to do so and any breach by you or your agents of these **Terms**; and/or
- (c) any breach of the **Terms**.

### 14. Dispute Resolution

14.1. **Compulsory:** If a dispute arises out of or relates to the **Terms**, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

14.2. **Notice:** A party to the **Terms** claiming a dispute ('**Dispute**') has arisen under the **Terms**, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the **Dispute**.

14.3. **Resolution:** On receipt of that notice ('**Notice**') by that other party, the parties to the **Terms** ('**Parties**') must:

- (a) Within 14 days of the **Notice** endeavor in good faith to resolve the **Dispute** expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 30 days after the date of the **Notice**, the **Dispute** has not been resolved, the **Parties** must either agree upon selection of a mediator or request that an appropriate mediator be appointed;
- (c) The **Parties** are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The **Parties** must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Victoria, Australia.

14.4. Any cause of action or claim you may have with respect to a **Product** must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Our failure to insist upon or enforce strict performance of any provision of these **Terms** shall not be construed as a waiver of any provision or right. Neither the course of conduct between the **Parties** nor trade practice shall act to modify any provision of these **Terms**. We may assign our rights and duties under these **Terms** to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

14.5. **Confidential:** All communications concerning negotiations made by the **Parties** arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

### 15. Returns policy

15.1. This policy includes rights you are entitled to under Australian Consumer Law.



15.2. If there is a problem with any of the **Products** received for your order then please contact us as soon as possible.

15.3. If you have received a **Product** that is incorrect, damaged or faulty we require notification within 2 business days from the time the delivery was made. We will require evidence of the issue and may require you to return the **Product** for assessment.

15.4. Before returning anything, you must contact us to organise a Return Authorisation to return a **Product** to us. Returns will not be accepted without a Return Authorisation. At its discretion we may provide a means to return a **Product** at no cost to you, or an alternate remedy.

15.5. We are not obligated to accept a return for a change of mind. If we do accept a change of mind return then you must pay return postage and will only be entitled to a store credit, excluding the cost of shipping, for the approved returned **Product**.

15.6. All returns must be packed securely with cardboard or bubble wrap protecting the item, packed to prevent movement inside the package and ensuring the package is firmly enclosed.

15.7. Returned **Products** must be received at us in new and re-saleable condition (except where a damaged **Product** has been accepted for return).

15.8. Where a Product is returned without a Return Authorisation, or has not been packed securely, or is not in a new or re-saleable condition when it arrives at our address, we are not obligated to provide a refund or store credit and the **Product** may be returned to you. We will contact you to advise of the return status.

15.9. Store credits and refunds for an approved return will only apply to the **Product** returned and will not cover any return postage costs or your original shipping charge.

15.10. Returns and refunds are not possible for the following product types:

- (a) Magazine Subscriptions
- (b) Gift Certificates
- (c) eBooks
- (d) Other Digital Content
- (e) Bulk orders where special pricing and/or product sourcing has been provided

15.11. In the event we refund a customer for a **Product** sold by a third-party seller, the third-party seller must reimburse us for the amount of the refund within seven (7) days of our request to do so.

## **16. Venue and Jurisdiction**

The **Services** offered by us or our authorised representatives is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the **Website**, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

## **17. Restricting funds**

To protect against the risk of liability, we may request, and you agree to authorise the request, that PayPal restrict access to funds in your PayPal account based on certain factors, including, but not limited to, purchase history, performance, returns, or the filing of a case. This may result in PayPal determining to restrict funds in your PayPal account in order to manage PayPal's risk exposure pursuant to PayPal policies.

## **18. Governing Law**

**The Terms** are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the **Terms** and the rights created hereunder shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. **The Terms** shall be binding to the benefit of the parties hereto and their successors and assigns.

#### **19. Northern Territory**

If you are a Northern Territory resident or ordering this for delivery to the Northern Territory the listing of a **Product** on our site does not constitute an offer to sell that **Product** to you. Prior to any offer or acceptance, additional price checks will be completed and the price of the **Product** may increase to ensure compliance with the *Northern Territory Minimum Unit Price Legislation*. This may change the final price calculation for your order.

#### **20. Independent Legal Advice**

Both parties confirm and declare that the provisions of the **Terms** are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the **Terms** are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

#### **21. Severance**

If any part of these **Terms** is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of **the Terms** shall remain in force.

#### **22. Contacting Us**

If you have any questions about these **Terms and Conditions of Use** please contact us at [drinks@liquormasters.com.au](mailto:drinks@liquormasters.com.au).