

# TERMS & CONDITIONS

## 1. USE OF THIS SITE

1.1 Your access to and use of this site is subject to all applicable laws and regulations which apply to this site, to the Internet and/or to the World Wide Web, as well as these terms and conditions. Your accessing of this site and/or your use of this site constitutes acceptance of these terms and conditions without reservation, limitation or qualification.

1.2 You may not use this site if any of the following conditions apply to you:

(a) You are not of legal drinking age in the jurisdiction from which you are accessing this site ("Your Jurisdiction");

(b) It is otherwise illegal in Your Jurisdiction for you to access, view and/or use this site; or

(c) The consumption, use, advertising or promotion of alcohol and/or alcoholic beverages is illegal in Your Jurisdiction. If any of these conditions apply to you, please leave this site immediately. If you do not leave this site, then you will be deemed for all purposes to have represented that none of these conditions apply to you.

1.3 This site is maintained exclusively for the personal use and entertainment of persons resident in jurisdictions where the consumption and use of alcohol is permitted and who are of legal age for the consumption of alcohol in those jurisdictions.

1.4 The information posted by the site operator on this site is believed to be accurate when posted, but is not warranted or represented in any way to be so. Any use or reliance on such information is at your own risk. Your access and/or use of this site is strictly on an "as is" basis, and you must not assume that this site will be error free or that it will operate without interruption or as intended.

1.5 Diabolica Wines reserves the right to alter, update, add to and/or revise these terms and conditions at any time and from time to time. Any such alteration, update, addition or revision will be effective immediately upon its posting to this site.

## 2. TRADEMARKS AND COPYRIGHT

2.1 ® is a registered trademark of Diabolica Wines, ™ is a trademark of Diabolica Wines, and © 2015 is a copyright of Diabolica Wines. All references in this site to "Diabolica Wines" (other than references to the trademark Diabolica Wines® itself) are references to the owner and/or licensee(s) of such trademarks in Your Jurisdiction, and all rights in respect of all of such trademarks are reserved.

2.2 Everything you see or read on this site is copyrighted unless otherwise noted, and nothing from this site may be used by you except as provided in these terms and conditions or in the text on the site without the written permission of Diabolica Wines. Diabolica Wines neither warrants nor represents that your use of materials displayed on or downloaded from this site will not infringe rights of third parties not owned by or affiliated with Diabolica Wines.

2.3 Nothing contained on this site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any registered or unregistered trademarks, trade or brand names, logos, service marks, copyrights, designs, domain names or other intellectual property displayed on this site without the written permission of Diabolica Wines or any third party that may own any such item displayed on the site. Your use of any of the registered or unregistered trademarks, trade or brand names, logos, service marks, copyrights, designs, domain names and other intellectual property displayed on this site and any other content on this site is strictly prohibited except only and to the limited extent expressly permitted in these terms and conditions. Diabolica Wines will

aggressively enforce its intellectual property rights to the fullest extent of the law, should you breach any of these terms and conditions.

### 3. SUBMISSIONS

3.1 Any communication or material you transmit to Diabolica Wines or through this site by electronic mail or otherwise, including any photos, images, data, questions, comments, suggestions or the like (all of which are collectively called "Submissions"), is and will be treated as non-confidential and non-proprietary. Any Submissions you transmit or post become the property of Diabolica Wines and its affiliates and may be used and exploited for any purpose including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, posting and other exploitation in any way, whether for commercial gain or otherwise and with or without your name associated with the material, at Diabolica Wines election. Diabolica Wines is free to use any ideas, concepts, know-how, or techniques contained in any Submission for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. In that regard, by transmitting any Submission to Diabolica Wines, you will be deemed for all purposes to have assigned and transferred to Diabolica Wines all copyright, trademark and other intellectual property rights in and to the Submission and to have irrevocably waived and released all moral and/or personality rights in and to the Submission, and you acknowledge and agree that your clicking of the "Button" confirming your agreement to these terms and conditions that is required to send a Submission will be deemed for all purposes to be your electronic signature to these terms and conditions. Diabolica Wines is free to use any ideas, concepts, know-how, or techniques contained in any Submission for any purpose whatsoever.

3.2 Without limiting the generality of section 3.1 above, you agree to sign and deliver to Diabolica Wines on demand all further documents and assurances that Diabolica Wines may request in connection with the assignments, transfers, releases and waivers contemplated by that section.

3.3 Diabolica Wines is not responsible for any Submissions which may be posted in any forum or news group accessible or operated through or by this site, and Diabolica Wines will have the right (but not the obligation) to remove from any such forum or news group anything which it sees fit to remove for any reason. You must not submit or otherwise publish through this site or through these forums or news groups anything which:

- (a) defames, libels or invades the privacy of any person;
- (b) is obscene, pornographic, abusive or threatening;
- (c) infringes on any intellectual property or other rights of any person or entity, including without limitation copyrights and trademarks;
- (d) violates any law;
- (e) advocates or describes any illegal activity; or
- (f) advertises or solicits funds for goods or services.

### 4. LIMITATION OF LIABILITY AND INDEMNITY

4.1 Your use of and browsing in this site are undertaken at your own risk. Neither Diabolica Wines, any of its directors, officers, representatives, shareholders, employees, or agencies, nor any other party involved in the creation, production, delivery or operation of this site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of this site or any consequences flowing therefrom, including, without limitation, computer viruses which may infect or other damages which may occur to your computer

equipment or other property as a result of your access, use of or browsing in this site or your downloading of any materials, data, text, images, video or audio from this site.

4.2 Without limiting the generality of section 4.1, everything on this site is provided to you without any warranty or representation of any kind, whether expressed or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement or any other warranties which may be implied according to the laws of any jurisdiction, unless in Your Jurisdiction the exclusion of some or all of such expressed or implied warranties is not permitted or is restricted, in which case all such expressed or implied warranties are excluded to the fullest extent permitted by law in Your Jurisdiction.

4.3 You promise to indemnify and save Diabolica Wines, and its officers, directors, representatives, shareholders, employees, agents and distributors, harmless from and against any and all claims, demands, damages, liabilities, costs and expenses whatsoever, including without limitation reasonable legal fees and disbursements, resulting directly or indirectly from:

- (a) your breach of any of your agreements, representations or warranties set out in these terms and conditions;
- (b) your access to or use of this site or any site to which this site is or may be linked from time to time, or your use of, reliance on, or publication, communication or distribution of anything on or from this site or any site to which this site may be linked from time to time; and/or
- (c) your violation of any law or regulation.

## 5. CONFIDENTIALITY AND PRIVACY ISSUES

5.1 Unless encrypted, information sent or received over the Internet is insecure and Diabolica Wines cannot and does not make any representation, warranty or promise concerning the interception by third parties of your personal or other information. Diabolica Wines will not be responsible for any damages you or any third party may suffer as a result of or in connection with the transmission of any information from or to Diabolica Wines through this site.

5.2 Through your accessing or usage of this site, Diabolica Wines is able to and may in fact gather certain information about you and your web site usage. In so doing, Diabolica Wines will comply with the Diabolica Wines Online Privacy Policy. You may access the full text of the Privacy Policy by [CLICKING HERE](#).

## 6. LINKED SITES

6.1 If and to the extent that any other sites on the World Wide Web are linked to this site at any time, Diabolica Wines is not responsible for the content of any such linked site or any link contained within such a linked site. Diabolica Wines reserves the right to terminate any link or linking program at any time and the linking of any site to or through this site does not imply any endorsement by Diabolica Wines of the companies, products or information offered, described or otherwise made available on or through such linked sites. If you decide to access any site linked through or to this site, you do so entirely at your own risk. Diabolica Wines reserves the right to alter, update, add to and/or revise these terms and conditions at any time and from time to time. Any such alteration, update, addition or revision will be effective immediately upon its posting to this site.