

thewinestore.mu - Terms and Conditions

Please read the terms and conditions of **thewinestore.mu** (hereinafter referred to as “this website”, “us”, “we”, “our”) carefully. We reserve the right to update these terms and conditions at any time, without notice. Please note that should there be any discrepancy between the terms and conditions below and the contents of this website, these terms and conditions shall prevail.

1. Registration

- (a) To place an order with us, you need to register on this website first.
- (b) By registering with us, you confirm that:
 - i. You agree to all the terms and conditions of this website;
 - ii. You are 18 years old or above;
 - iii. If you buy the products for a third party, the recipient is also 18 years old or above.
- (c) A registered account with us can only be in the name of one person at a time.
- (d) You are required to keep your personal details accurate and updated.
- (e) You are responsible for all activities and orders placed under your registered account.
- (f) You may deregister with us at any time by contacting our Customer Service.
- (g) If you believe that a third party has hacked into or otherwise tampered with your registered account, please contact our Customer Service immediately, failing which we will not be liable for any loss, damage and/or prejudice suffered as a result of such hacking, tampering or otherwise.
- (h) We reserve the right to suspend or cancel your account with us at any time if you are suspected of having misused or breached the security and/or the terms and conditions of this website.

2. Prices

- (a) Our products are sold at the price advertised on the website at the time of your order. We reserve the right to change the prices at any time, prior to the confirmation of your order, without notice.
- (b) All prices are inclusive of VAT applicable at the time of your order but exclusive of delivery charges.
- (c) The applicable delivery charges will be added to the total price of the products at the time of payment.

3. Offers, promotions and meal and wine pairing

- (a) You should rely on the product text description when you place your order. Photographs do not form part of the contract of sale and are for guidance only. We remind you that product descriptions are subjective and that a description of the taste, colour or otherwise cannot be binding on us.
- (b) We also draw your attention to the fact that the meal and wine pairing options are our suggestions to you and cannot be binding on us.
- (c) We reserve the right to withdraw or vary our offers and promotions at any time, prior to the confirmation of your order, without notice.
- (d) Tasting of wines which you intend to order is not possible.

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4. Payment

- (a) We only accept payment by Visa or MasterCard.
- (b) All payments are made using the secure online banking of MCB MasterCard Internet Gateway Service.
- (c) Your bank details are not recorded on our database and are managed solely by the secured MasterCard Internet Gateway Service.
- (d) At check-out, your credit card is automatically debited with the full amount due.
- (e) Once payment is cleared, you will receive an automated confirmation email of your order. At that stage, you will not be able to add extra products to that particular order.

5. Delivery/Collection at pick-up points

- (a) Delivery services and collection at pick-up points are only available in Mauritius.

Door-to-door delivery

- (b) Only one delivery address is allowed per order placed.
- (c) Door-to-door delivery is charged at the flat rate of Rs125 per delivery address for any one order.
- (d) The products will be delivered by the independent carrier TNT, at the address given upon placing the order.
- (e) We endeavour to deliver within 3 clear working days from the date of the order.
- (f) Delivery is made on working days only, between 09h00 and 18h00, without prior notification.
- (g) If no one is present to take delivery at the delivery address, we will endeavour to make a second attempt at delivery on the next working day. Should we be unsuccessful at delivery on this second attempt, your order will be redirected to the Riche Terre pick-up point and we will inform you accordingly by email. The delivery fee will not be refunded to you.

Collection points

- (h) Collection of products at the pick-up points ("collection") is free. The pick-up points to-date are:
 - i. thewinestore.mu, Industrial Zone 1, Riche Terre;
 - ii. thewinestore.mu, Royal Road, Floréal (next to National Store).
 - iii. Kaddy Plus, Barachois Commercial Centre, Tamarin
 - iv. Kaddy Plus, How Hong Building, Curepipe
 - v. Kaddy Plus, Garden Tower, Poudriere Street, Port Louis
 - vi. Kaddy Plus, Phoenix Les Halles, Phoenix
- (i) We endeavour to make the products available for collection:
 - i. Within 3 clear working days from the date of the order if you have selected the Floréal, Tamarin, Curepipe, Port Louis or Phoenix pick-up point; and
 - ii. Within 2 clear working days from the date of the order if you have selected the Riche Terre pick-up point.

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- (j) We will notify you by email when your order is ready to be collected at your chosen pick-up point.
- (k) The collection time will vary according to the opening hours of the collection point you have chosen when placing your order.

General terms

- (l) Delivery and collection is made when the customer signs the delivery/collection slip.
- (m) You have to show your National Identity Card ('NIC') as proof of identity as well as quote your Order Number before delivery or collection can be made. Your NIC number will be noted down by the carrier or by our agent at the chosen pick-up point.
- (n) If a third party takes delivery of your order, he/she will also have to show his/her own NIC before delivery can be made. The carrier or agent at the pick-up point will note down his/her NIC number.
- (o) We will not be liable for the late or non-delivery of the products or for any loss, damage and/or prejudice suffered as a result of any incorrect delivery or other information you have provided us or occasioned by events beyond our reasonable control.
- (p) We remind you that extra care should be taken when lifting and carrying wine cases or any of our products advertised for sale on our website, as these may be heavy.

6. Returns

- (a) Goods once sold are not exchangeable and non refundable.
- (b) You are required to check the condition and conformity of the products delivered at the time of delivery/collection, i.e. before you sign the delivery/collection slip.
- (c) If before delivery/collection is made, there are spillages or breakages or the products are not as ordered, the products will have to be returned immediately to the carrier or agent at the pick-up point, so as to be replaced as quickly as possible, free of charge. In the case of shortages, the carrier or agent will have to be informed of this immediately, so as to replace the missing bottles as quickly as possible.
- (d) Once delivery has been made, we will not be liable for any spillages, breakages, non-conformity or shortages of the products ordered.

7. Reward system

- (a) The reward system is exclusive to all of our online customers.
- (b) As soon as you make your first purchase, you will automatically become a member of "thewineclub" and you will immediately start earning points. Each Rs1 worth of purchase (excluding delivery fees) will entitle you to 1 point.
- (c) The points you have collected will not expire but will remain valid as long as you remain a registered customer of **thewinestore.mu** for a continuous period of time.
- (d) Points earned are not transferable, saleable or redeemable for cash or vouchers. They can only be exchanged for the package of benefits advertised on "thewineclub" page of this website, provided that you reach the required level of membership:

- 50,000 points entitle you to the Silver Membership

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- 100,000 points entitle you to the Gold Membership
- 200,000 points entitle you to the Platinum Membership

- (e) You may earn extra points by:
- i. Sponsoring a friend;
 - ii. Participating to Special Offers that will be advertised on our website from time to time;
 - iii. Winning Welcome Points when you reach the Silver, Gold and Platinum memberships
- (f) You may sponsor as many friends as you wish by providing us their email addresses through the 'Sponsor a friend' option on this website. Provided your friends use, as their login, the same email address you provided to sponsor them, 500 bonus points will be credited directly to your account on their first purchase. Your friends will also earn 500 bonus points each, as a welcome gift, on their first purchase.
- (g) We reserve the right to change the benefits of "thewineclub" at any time, without notice.
- (h) We reserve the right to cease running "thewineclub" at any time, but if we do so, we will notify you by email and we will provide you with the benefits you are entitled to so far.

8. Links to third party websites and advertisements

- (a) This website may contain links to other third party websites and advertisements. If you choose to access any of these links, you will be leaving this website. We will not be responsible for any content, advertising, products or services available on any of those third party websites and advertisements. We will also not be responsible for any dealings and disputes that may arise as a result of using those said websites. Our terms and conditions and privacy policy will no longer be applicable.
- (b) We reserve the right to remove any links to third party websites and advertisements at any time, without notice.

9. Technical problems on the website

- (a) We endeavour to provide you with the best service possible.
- (b) However, we cannot guarantee that the service will be free from technical problems at the level of the website. If you come across any technical problem, please contact our Customer Service and we will remedy to the situation as soon as we reasonably can.
- (c) There may be restricted access to the website during periods of repairs and/or maintenance.
- (d) For internet safety purposes, we would encourage you to install firewalls and antivirus programs on your computer. We are not responsible for any failure in the internet or for any external intrusion.

10. Intellectual property

- (a) The content of this website is protected by copyrights, trademarks, database and other intellectual property rights.

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- (b) You may copy or store the content of this website only for your own personal, non-commercial use, provided you keep intact all copyright and proprietary notices.
- (c) It is strictly prohibited to make use of this website other than for the viewing of information displayed on this website, for ordering purposes and for sponsoring your friends.

11. Data protection

- (a) By registering with us and ordering from us, you consent to us collecting, recording and processing your personal data to process your orders, improve our service to you and to inform you of promotions and special offers. All data is collected lawfully, in accordance with the Data Protection Act 2004.
- (b) The data collected from you will be used solely by **thewinestore.mu**. The data will not be shared with any third parties, unless passing on your details is necessary to ensure the products you ordered gets to you or the intended recipient.
- (c) We will only send you information on promotions and special offers with your express permission. If you opt in and then wish to opt out of it, you can do so by contacting our Customer Service.
- (d) If you have any further queries in relation to Data Protection, please contact our Customer Service.

12. Applicable law

- (a) The relevant laws of Mauritius will apply to these terms and conditions and the courts of Mauritius will have exclusive jurisdiction.
- (b) If any of these terms and conditions is found to be unlawful, invalid or unenforceable, it will not affect the remaining terms and conditions. These will continue to be valid and enforceable to the fullest extent permitted by Mauritian law.