

Privacy Policy

Introduction

All references to 'our', 'us', 'we' or 'company' within this policy and within the opt-in notice are deemed to refer to Madplum Creative Cellars.

We endeavor to protect your personal privacy. We provide this privacy statement to help you to understand what we may do with any information that we obtain from you. By providing your personal details to us, you signify your acceptance of our Privacy Policy. If you do not agree to this statement, please do not provide your personal details to us. This privacy statement is incorporated into, and part of, the Terms and Conditions, which govern your use of the site in general. We will use your information for the purposes set out below.

We may update this privacy statement from time to time. We recommend that you regularly check this page to ensure that you have read the most recent version.

Collecting Personal Information

You can decide what personal information you provide to us. We will only collect personal information that you choose to provide. Where possible, we will enable you to select how we will use this information (for example, by choosing to opt-in or opt-out of receiving special promotional offers).

You may choose to provide us with personal information if, for example, you: contact us with an enquiry or form with your personal information included; request us to provide you with information; enter a competition; or take advantage of a promotion.

You have the opportunity to decide whether or not to receive communications from us at any point where we request information about you.

By providing any personal information to us, you fully understand and clearly consent to the transfer of such personal information to, and the collection and processing of such information in, other countries or territories. Any such transfer and processing by us will be in accordance with this privacy statement.

Use of Cookies

In common with many websites, we use "cookies" to help us gather and store information about visitors to our site. A cookie is a small data file that our server sends to your browser when you visit the site. The use of cookies helps us to assist your use of certain aspects of the site. You can delete cookies at any time or you can set your browser to reject or disable cookies. You can obtain information about how to manage cookies at www.allaboutcookies.org. We may use information from cookies for the following purposes:

Traffic monitoring

- IP address from which you access the site
- type of browser and operating system used to access the site



- date and time of your access to the site
- pages you visit
- internet address of the website from which you accessed the site
- To recognize repeat visitors for statistical / analytical purposes.

We may connect the information that we collect through cookies with other personally identifiable information that you provide to us. Such purposes are:

- To customize or personalize your experience of the site; for example, so that we can greet you on the site by name.
- For transactional purposes, such as credit card sales.
- To monitor your use of our website(s) in order to make our communications to you as relevant as possible; for example, by sending you email communications relevant to the parts of the site that you visit most often or by letting you know about features of the site that you have not accessed previously.

Use of Information

We will use information collected from you in the following ways:
Transactional purposes. We may use your personal information in order to respond to your queries and requests and to manage transactions such as credit card payments for any goods that you order from us or any of our agents, or for the fulfillment of such transactions (e.g. delivery). An authorized vendor to fulfill that order may use the personal information you provide.

Sale and Transfer - In the event of a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation, we may transfer, sell, or assign to third parties information concerning your relationship with us, including without limitation, personally identifiable information that you provide and other information concerning your relationship with us.

Legal purposes - We may disclose your personal information if permitted by law or required to do so by law or where we believe such action is necessary in order to protect or defend our interests or the interests of our customers or users of our site.

Your acceptance of the Terms and Conditions of use of this site, which include this Privacy Policy, constitute the granting of consent to the use and disclosure of your personal information for the purposes set out above.

Unsubscribe Instructions

You will have an opportunity to unsubscribe whenever we communicate with you. If you would like to unsubscribe from Madplum Creative Cellars, you may do so by clicking on the unsubscribe link at the end of any email sent to you. You may also send a request to info@madplumcreative.com.

Security: We take security seriously and we take precautions to keep your personal information secure. We have put in place appropriate physical, electronic and managerial procedures to safeguard the information we collect. However, due to the open communication nature of the Internet, we cannot guarantee that communications between you and us, or information stored on our servers, will be free from unauthorized access by third parties. In the unlikely event that we believe that the security of your personal information in our possession or control may have been compromised, we may seek to notify you



of that development. If a notification is appropriate, we would endeavor to do so as promptly as possible under the circumstances and legal provisions, and, to the extent we have your e-mail address, we may notify you by e-mail.

Access to your Information: At your request, where the law requires us to do so, we will confirm what personal information we hold about you, update your information, remove your information and/or correct any inaccuracies in such personal information if you contact us using the details provided above. We will make every effort to respond to your request in a timely manner.

Links: This site may contain links or references to other Web sites outside of our control. Please be aware that we have no control over these sites and our privacy statement does not apply to these sites. We encourage you to read the privacy statements and terms and conditions of linked or referenced sites you enter.

TERMS & CONDITIONS

Any use by you of the website operated by Madplum Creative Cellars at info@madplumcreative.com (the "Site") is conditional upon your acceptance of these Terms & Conditions, including our Privacy Policy. We reserve the right to amend these Terms & Conditions from time to time without notice and at our discretion. It is your responsibility periodically to review this page for updates to these Terms & Conditions, which shall come into effect once posted. See box below for a summary of updates. Your continued use of the Site will be deemed acceptance of these Terms & Conditions, including our Privacy Policy.

You intend this Site for use only if you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the site. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you should leave the Site immediately.

IF YOU DO NOT ACCEPT THESE TERMS & CONDITIONS PLEASE LEAVE THE SITE NOW.

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4. No warranties - this site is provided "as is," and your use thereof is at your own risk. We, our officers, directors, employees, agents and assigns, disclaim, to the fullest extent permitted by law, all express and implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not warrant that the site will be free from viruses, available or that the contents will be accurate. Although we take reasonable steps to secure the site, you acknowledge that the internet is not a completely secure medium and we make no warranties, express or implied, that any information or materials you post on or transmit through the site will be safe from unauthorized access or use. If you are dissatisfied with the site, your sole remedy is to discontinue using the site.
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6. Your responsibility - You should always verify the information set out in this Site with independent authorities before acting or relying on it. It is your responsibility to use virus-checking software on any material downloaded from this Site and to ensure the compatibility of such software with your equipment.
7. User Information - In the course of your use of the Site, you may be asked to provide personal information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to such User Information are set forth in the Site Privacy Statement, which Privacy Statement is incorporated into these Terms & Conditions by reference. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.
8. Links from and to the Site - You acknowledge and agree that we have no responsibility for the information provided by Web sites to which you may link from this Site ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with us of such sites or the content, products, advertising or other materials presented on such sites. We have no control over these Linked Sites and do not edit or monitor them. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage, loss or cost caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.
9. Indemnity - You will indemnify us against any loss, damage or cost incurred



by us arising out of your use of the Site, any of its services or any information accessible over or through the Site, including information obtained from linked sites, your submission or transmission of information or material on or through the Site or your violation of these Terms & Conditions or any other laws, regulations and rules. You will also indemnify against any claims that information or material that you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defenses.

10. Entire Agreement - These Terms & Conditions, including our Privacy Statement, constitutes the entire agreement between you and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements and understandings whatsoever between us.