



**CORNEY &  
BARROW**  
INDEPENDENT WINE MERCHANTS-1780

## WEBSITE T&C'S

These terms and conditions (the "Terms") govern the use of this website (the "Website"). Please read these terms carefully. Do not use (or continue to use) the Website if you do not agree to the Terms or if you are under the age of 18.

If you have any queries or comments in relation to the Terms or the use of this Website, you can either write to us at 6D, 9 Queen's Road Central, Central, Hong Kong, email us at [contacthk@corneyandbarrow.com](mailto:contacthk@corneyandbarrow.com) or call us on +852 3694 3333.

### 1. USE OF THE CORNEY & BARROW WEBSITE

- 1.1 This Website is provided by Corney & Barrow Hong Kong Limited ("Corney & Barrow", "we or "us") for your personal use subject to these Terms. By using the Website or any part of it, you agree to be bound by these Terms.
- 1.2 All orders and purchases made via the Website will be governed by these Terms and by our Terms and Conditions of Sale. Please click [here](#) to see our Terms and Conditions of Sale.
- 1.3 This Website and the information contained herein may be changed or updated without notice.
- 1.4 Corney & Barrow may revise these Terms and any other legal notice on the Website, at any time, with or without notice. All changes will be effective when posted on the Website. You should check this Website from time to time to review these Terms and other legal notices, and by accessing and using this Website you agree to be bound by the most recent version of these Terms.
- 1.5 Under the law of Hong Kong, intoxicating liquor must not be sold or supplied to a minor (under 18) in the course of business. 根據香港法律,不得在業務過程中,向未成年人售賣或供應令人醺醉的酒類。If you place an order through the Website, you warrant and represent that you are aged 18 or above. You must ensure that no other person will use or access your account on our Website to buy our wines. A person aged 18 or above must be present to take delivery of your purchased wines (we require proof of age upon delivery) or we may refuse to deliver the order. We shall not provide you with a refund of the delivery fee if we fail to deliver the products ordered by you as a result of there being no person who is 18 years old or above being present to receive the product(s) at the time that of delivery. Should delivery be rescheduled in such circumstances, you will be required to pay an additional delivery charge.

### 2. REGISTRATION

- 2.1 To register to receive the newsletter or to place an order using the guest checkout facility or to register for a user account with Corney & Barrow via this Website you must be at least 18 years old if you are located in Hong Kong, or the legal drinking age in the country where you are located. You are responsible for ensuring that the details provided by you on registration are correct, up-to-date and complete, and you must inform us of any changes to the information provided as soon as possible.
- 2.2 When you register for a user account (excluding guest checkout) you will be asked to create a secure password. If you forget your password, you can make a request on the Website for a reset link to be sent to your email address. You must keep your password

confidential and shall change your password from time to time. If you know or suspect that someone else knows your password or has otherwise obtained unauthorised access to your account, you should notify us by contacting us immediately at [DPOHK@corneyandbarrow.com](mailto:DPOHK@corneyandbarrow.com). If Corney & Barrow has reason to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account in accordance with paragraph 7.3 below.

- 2.3 Without prejudice to paragraph 2.2, you shall be responsible for all activities and orders that occur or are submitted under your user account (whether or not authorised by you), including (without limitation) paying for every order submitted under your user account.
- 2.4 We have the absolute discretion to refuse to register any user account, to terminate or suspend the registration of any user account, at any time and without liability.
- 2.5 Our policies and practices in relation to the collection, use, retention, transfer and access of personal data comply with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 under the laws of Hong Kong). Please click [here](#) to see our Personal Information Collection Statement. If you use the Website, you agree to be bound by our Personal Information Collection Statement. If you do not agree to our Personal Information Collection Statement, you must not use or access the Website.

### 3. PRICING AND PAYMENT TERMS

- 3.1 The prices shown on the Website are only applicable to purchases made via the Website. Prices specified in our printed material may be higher or lower than that shown on our Website.
- 3.2 Content or information regarding any wines, products, prices and services displayed on the Website are for reference purposes only and may be modified by us from time to time in our sole discretion. For the avoidance of doubt, any modifications to a product, service or price shall not apply to any orders placed by you for such product or service (as applicable) prior to the modification coming into effect.
- 3.3 The price shown on the Website for a product does not include the delivery or shipping charges or tax that may apply (unless expressly stated otherwise). Details of such additional delivery or shipping charges or tax shall be stipulated at the time you submit your order.
- 3.4 All discounts, offers or free gifts specified on the Website, from time to time, are subject to stock availability.
- 3.5 Every effort is made to ensure that all prices are correct at time of display online. In the unlikely event of an administrative error resulting in an incorrect price being displayed on the Website, we reserve the right to correct the price. Where we discover an error in the price of any wine that you have ordered, we will not be obliged to proceed with your order and we will use reasonable endeavours to inform you of the error and the correct price as soon as possible. In these circumstances, you will not be bound to continue with your purchase and we will use reasonable endeavours to ask you to email us to confirm that you wish to proceed at the corrected price within a stated time. In the event that you reply that you do not wish to proceed at the corrected price, or do not reply within the stated time, or if we are unable to contact you, then we will cancel the order and refund the amount paid. In no circumstances will we be obliged to proceed with your purchase of wine at an incorrectly displayed price, even if we have accepted your order for wines displayed at the incorrect price and/or failed to inform you of the error.
- 3.6 All purchases made via the Website must be paid for by credit or debit card at the time of order.
- 3.7 To provide secure online transactions, we employ internet technology Secure Socket Layer (SSL) / Transport Layer Security (TLS) which encrypts your personal information, including credit card number, name and address when they are transmitted over the internet.

### 4. ACCEPTANCE AND AMENDMENT OF ORDERS

- 4.1 Once you have placed your order with us, Corney & Barrow will acknowledge the receipt of your order by sending an email to you to the email address that you supplied

when registering for a user account or using the guest checkout facility on our Website. Once your order has been processed and accepted, Corney & Barrow will confirm the acceptance of your order by sending an email to you using the email address you supplied via our Website ("Confirmation of Acceptance"). The issuance of the Confirmation of Acceptance brings into existence a legally binding agreement between us, subject to paragraph 3 above concerning incorrectly displayed prices.

4.2 You cannot cancel, add to or amend any order placed by you once the Confirmation of Acceptance has been issued. If you wish to amend your order before the Confirmation of Acceptance has been issued, then you may do so by contacting us either by emailing at [contacthk@corneyandbarrow.com](mailto:contacthk@corneyandbarrow.com). or call us on +852 3694 3333 (Monday-Friday, 9am-6pm, except public holidays).

4.3 We have the right to cancel any order placed by you in the event of any stock unavailability. Our liability for any such cancellation is limited to providing you with a refund of the amount received by us from you in relation to that order.

## 5. DELIVERY: HONG KONG

5.1 Your delivery instructions for any order placed on the Website can only be accepted by Corney & Barrow where delivery of wines is to be made to an address within Hong Kong.

5.2 Orders placed before 2pm for delivery in Hong Kong, will normally be delivered within 2 working days after Corney & Barrow issues its Confirmation of Acceptance in relation to such order. The exact date for delivery of any online orders will be communicated to the customer in advance of delivery.

5.3 Delivery within Hong Kong is provided free of charge for orders with a value in excess of the prevailing minimum amount as stated on the Website. All other deliveries are charged at the prevailing rate as stated on the Website. There will be an additional surcharge for delivery to the outlying islands. Please click [here](#) for details.

## 6. DELIVERY: NON-HONG KONG AND INTERNATIONAL

6.1 Further to paragraph 5.1 above, Corney & Barrow will contact you separately following the placement of an order for delivery to an address outside Hong Kong to agree shipment details and charges for which an additional invoice will be raised.

## 7. WEBSITE AVAILABILITY

7.1 While Corney & Barrow uses reasonable endeavours to ensure that this Website is normally available, Corney & Barrow makes no representations or warranties that the Website will be uninterrupted or error-free. Corney & Barrow shall not be liable if for any reason this Website is unavailable at any time or for any period.

7.2 Access to this Website (in whole or in part) may be suspended temporarily and without notice (including, without limitation, in the case of system failure, maintenance or repair or for any other reasons in Corney & Barrow's sole discretion).

7.3 Your access to the Website, your ability to participate in all or certain parts of the Website and/or your user account may be terminated or suspended by Corney & Barrow at any time, and Corney & Barrow has the right to amend, add to or cease providing any service or function provided via or in relation to the Website (in whole or in part), at any time, for any reason whatsoever, and without notice and without any liability. Any limitations on Corney & Barrow's liability under this section 7 will survive such termination.

## 8. USE OF THE WEBSITE

- 8.1 You agree not to, and agree not to permit anyone else to, directly or indirectly:
- a) use the Website to send, post or otherwise communicate any message or material that is unlawful, harassing, defamatory, libellous, abusive, insulting, deceptive, fraudulent, tortious, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic, or anything that causes annoyance, inconvenience, needless anxiety or is intended to deceive;

- b) modify, copy, reproduce, download, re-publish, sell or distribute any part of, or create derivative works based on any part of the Website or any data, material or information, in any format whatsoever, including (without limitation) any data files, text, computer software, images, graphics, photos, video clips, sound, audio files, directories or databases, that are made available on or through the Website (“Website Content”);
- c) remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Website or Website Content.
- d) use the Website or Website Content in any way that contravenes or infringes upon any of our rights or any third party’s rights (including Intellectual Property Rights, as defined under paragraph 10.1 below).
- e) use the Website or any Website Content for any purpose not expressly permitted in these Terms.
- f) take any action or allow any third party to take any action that would interfere with or disrupt the Website, or the servers and networks through which the Website is operated, or which would enable you, or any third party, to gain unauthorised access to, or to tamper with or use any of our computer systems or networks;
- g) use the Website to create or promote a product or service that is directly or indirectly competitive with or in any way a substitute for the goods and services provided by Corney & Barrow; or
- h) use the Website or Website Content in any way that violates any applicable laws, regulations, codes, guidelines or orders.

## **9. THIRD PARTY MATERIALS**

9.1 The Website may include hyperlinks to other websites, content or resources, which are hosted, offered or provided by unrelated third parties or our affiliates. Corney & Barrow is not responsible for the contents of any website operated by such third parties which may be accessed via this Website and Corney & Barrow does not accept any obligation, makes no guarantee, representations, warranties or assurance and assumes no liability or responsibility (whether express or implied) in relation to such third party websites and any content or resources contained or referred to in them. All links on this Website are provided for your convenience only and do not imply that Corney & Barrow approves or recommends the content of such websites. You further agree that such third-party websites are subject to their own terms and conditions and we have no control over and do not monitor such websites, content, or resources.

## **10. INTELLECTUAL PROPERTY**

10.1 For the purposes of these Terms, "Intellectual Property Rights" means any trademarks, service marks, logos, trade names, corporate names, corporate symbols, Internet domain names, goodwill, patents, registered designs, unregistered design rights, copyrights, database rights, rights in designs, inventions, semiconductor topography rights, know-how, trade secrets or any similar right exercisable in any part of the world, whether registered or not, and including any applications for the registration of any such rights.

10.2 You acknowledge and agree that all Intellectual Property Rights in and to the Website and Website Content (including the domain name and any Corney & Barrow name, logo, corporate symbols and trademarks) are the sole property of Corney & Barrow Limited (or its licensors) and nothing in these Terms shall give you a right to use any of our (or our licensors) Intellectual Property Rights. The Website and its contents are protected under applicable copyright and intellectual property laws. Save as set out under paragraph 10.3, no part of the Website or Website Content may be reproduced, modified, copied or used for any commercial purpose without the prior written permission of Corney & Barrow.

10.3 You may retrieve and display the Website Content on a computer screen, or print one copy of such content (including the Terms and Conditions of Sale and any order confirmation) for your own personal use, provided you keep intact all and any copyright and proprietary notices and comply with these Terms.

10.4 You may choose to, or we may invite you to submit comments or ideas about improvements to the Website or any of our products or services ("Commentary"). If you submit any Commentary to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Commentary. You also agree that Corney & Barrow has no fiduciary or any other obligation to you in connection with any Commentary you submit to us, and that all of the material in any Commentary is original to you and does not infringe third party rights, and that we are free to use your Commentary or the ideas reflected in the Commentary without any attribution or compensation to you, and you waive any and all moral rights you may have under any applicable law in relation to such Commentary.

## 11. LIABILITY

11.1 The Website is provided without any representations, warranties or guarantees (whether express or implied). To the fullest extent permitted by the applicable law, all conditions, guarantees, representations and warranties of any kind, whether express or implied, in relation to the Website or Website Content are expressly disclaimed. You expressly understand and agree that your use of the Website is at your sole risk and that the Website is provided "as is" and "as available". To the fullest extent permitted under any applicable law, Corney & Barrow, its associated companies and their officers, directors, employees, shareholders or agents of any of them (each a "Corney & Barrow Entity"), shall not be liable or responsible to you in contract, tort or otherwise for any losses or damages whatsoever (including, without limitation, any special, indirect, direct, punitive, incidental or consequential losses) which may arise in relation to these Terms, the Website or the Website Content, or your access to, reliance or use of this Website or the Website Content, regardless of irrespective of whether or not we were advised of or should have been aware of the possibility of such losses in advance, or whether such loss or damage would arise in the ordinary course of events, is reasonably foreseeable or otherwise, or is caused by any error or omission in the Website or Website Content (whether negligent or not).

11.2 Without prejudice to the generality of paragraph 11.1 above, none of the Corney & Barrow Entities make any representations or warranties:

- a) as to the accuracy, completeness, adequacy, quality, reliability or validity of any of the Website Content or any other information or material provided on or through the Website.
- b) that the Website and Website Content will meet your requirements, or are free of any defects, errors, omissions, viruses or anything which may change, erase, add to or damage your software, network, hardware or data.
- c) that your use of the Website will be uninterrupted, timely, secure or error-free;  
or
- d) that any defects or errors in the operation or functionality of the Website will be corrected.

11.3 Corney & Barrow does not warrant that the Website will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your device to diminish or fail completely, and may result in permanent damage to your device, loss of data located on your device, and corruption of the software and files located on your device. You acknowledge and agree that Corney & Barrow shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

11.4 Whilst Corney & Barrow makes reasonable attempts to exclude viruses or other destructive computer codes from the Website, it does not accept any obligation, gives no assurance and assumes no liability or responsibility (whether express or implied) in

relation to viruses or such computer code. You should take all appropriate safeguards before using the Website or downloading any content from the Website.

11.5 Nothing in this paragraph 11 applies to Corney & Barrow's liability for goods purchased through the Website, which is governed by our Terms and Conditions of Sale. Any limitations on Corney & Barrow's liability under this section 11 will survive any termination of your user account.

## 12. INDEMNITY

12.1 You hereby agree to indemnify and hold harmless each Corney & Barrow Entity against any loss, liability, damage, cost or expense (including legal costs) of whatever nature which a Corney & Barrow Entity may suffer which is caused by or attributable to, whether directly or indirectly:

- a) any breach or non-compliance by you of any of these Terms.
- b) any use of and/or access to the Website through your user account (whether or not such use is authorised by you).
- c) any violation, trespass, contravention, breach or infringement of our or any third party's Intellectual Property Rights caused by you, or your employees, agents or affiliates; or
- d) any breach by you of the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and/or any other applicable data protection laws.

12.2 The indemnity under paragraph 12.1 is a continuing obligation, constitutes a separate and independent obligation of the party giving the indemnity and will survive the termination or expiry of these Terms.

## 13. GOVERNING LAW AND JURISDICTION

13.1 These Terms shall be governed by the laws of Hong Kong Special Administrative Region ("Hong Kong") and both parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong for determining any disputes arising out of or in relation to these Terms (including its interpretation and enforceability).

## 14. FORCE MAJEURE

14.1 Without prejudice to the generality of paragraph 11 above, under no circumstances shall we be liable for any delay or failure or disruption in relation to the Website or Website Content, or any functions, features or services provided in relation to the Website, or otherwise any breach of these Terms resulting directly or indirectly from anything beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, labour disputes, war, riots, civil disturbances, shortages of labour or materials, fires, flood, typhoons, earthquakes, explosions, acts of God, epidemic or pandemic (including but without limitation an epidemic or pandemic of any of the diseases set out as Infectious Diseases in Schedule 1 to the Prevention and Control of Disease Ordinance (Chapter 599 of the Laws of Hong Kong) or coronavirus disease 2019 (COVID-19) or of the H1N1 strain of the Influenza Virus or of any disease caused by virtue of any of the Infectious Agents set out in Schedule 2 to the Disease Control Ordinance), any regulations issued pursuant to section 7 or section 8 of the Prevention and Control of Disease Ordinance (Chapter 599 of the Laws of Hong Kong), actions or orders issued by governmental or regulatory authorities or any courts or tribunal with applicable jurisdiction, or non-performance of third parties.

## 15. SEVERABILITY

15.1 If any of these Terms are held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, it will be severed and the remaining terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable terms. Each paragraph and sub-paragraph herein shall be treated as a separate and independent provision, and the unenforceability of any one

provision shall in not impair the enforceability of any of the other provisions in these Terms.

#### **16. WAIVER**

16.1 A failure or delay by us to exercise any right or act upon a breach under these Terms will not be a waiver of that right or breach. Any waiver by us of any of our rights or of a breach of these Terms must be in writing, and such waiver is limited to that particular right or breach stated therein.

#### **17. ASSIGNMENT**

17.1 You may not transfer any of your rights or obligations under these Terms without our written consent. We may transfer our rights or obligations or both to any person or entity, including any of our affiliates, without your consent.

#### **18. LANGUAGE**

18.1 These Terms are drafted in the English language. If these Terms are translated into any other language, the English language version shall prevail.