

HOOCHERY DISTILLERY WEBSITE TERMS OF USE

ABOUT THIS WEBSITE

1. This website is published by Ord River Distillery Pty Ltd ABN 43615768093 trading as Hoochery Distillery. ("**Hoochery Distillery**"), Liquor - Producer Wholesaler License #14715
2. Your use of www.hoochery.com ("**website**") is subject to these terms of use ("**Terms of Use**"). All services provided by Hoochery Distillery, including any services provided through this website, are governed at a minimum by these Terms of Use and by all of the policies of Hoochery Distillery. If you do not accept these Terms of Use, You must refrain from using this website.
3. If you use this website or undertake any activities through this website, you will be deemed to have read, understood and accepted these Terms of Use.

DEFINITIONS

In these Terms of Use:

- "**Application for Credit**" means the application for credit account form required to be completed to be eligible to become an Approved Creditor;
- "**Approved Creditor**" means a person or entity who completes an Application for Credit and is approved as a creditor by Hoochery Distillery in the absolute discretion of Hoochery Distillery;
- "**Authority**" means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority or tribunal;
- "**Back Order**" means any order placed by the Buyer for a Good that Hoochery Distillery does not have in stock at the time of that order;
- "**Buyer**" means You, a purchaser or potential customer of Goods from Hoochery Distillery through the website, and includes an Approved Creditor (where relevant);
- "**CC Act**" means *Competition and Consumer Act 2010* (Cth);
- "**CC Act Implied Term**" means, in respect of any sale or supply of Goods by Hoochery Distillery to the Buyer, any term, condition, consumer guarantee or warranty, for the benefit of the Buyer, implied by or arising under the CC Act in relation to that sale or to the supply of those Goods, or otherwise implied by any similar written or unwritten Law of any State or Territory of Australia;
- "**Claims**" includes actions, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interest, verdicts and judgments at Law or in equity or arising under the provisions of statute;
- "**Due Date**" means, in respect of a sale of Goods by Hoochery Distillery to a:
 - Buyer who is not an Approved Creditor, immediately;
 - Buyer who is an Approved Creditor, fourteen (14) days from the date shown for payment on any invoice to be rendered by Hoochery Distillery and if a date is not shown, the date prescribed by Hoochery Distillery as the due date for payment for the Goods the subject of that invoice;
- "**Goods**" means the products and services provided by Hoochery Distillery, the subject of an order placed by the Buyer with Hoochery Distillery and accepted by Hoochery Distillery and "**Good**" means any one of them;
- "**GST**" means the tax imposed or sought to be imposed by the GST Acts;
- "**GST Acts**" means *A New Tax System (Goods and Services Tax) Act 1999* and related imposition Acts of the Commonwealth;
- "**Guarantor**" means the director of the Buyer where the Buyer is a proprietary limited company, and where more than one, each of them jointly and severally;
- "**Indirect or Consequential Loss**" includes lost revenues, lost profits, lost business, lost goodwill or anticipated savings, incidental, indirect, consequential, special, economic or punitive damages whether arising from or in connection with any breach of contract, negligence or any other cause of action in connection with or relating to these Terms of Use or any sale or supply of Goods by Hoochery Distillery to the Buyer;
- "**Intellectual Property**" means any intellectual or industrial property owned by Hoochery Distillery or used in connection with the business of Hoochery Distillery, including without limitation:
 - any graphics, logos distinctive brand features, text, icons and the arrangement of them;
 - any patent, know/how, trade mark, service mark, copyright, invention, design, trade secret or confidential information;

- any licence or the right to use or to grant the use or to be the registered proprietor or user, of any of the foregoing;
- any computer software licence agreement and maintenance agreements;
- the trade marks, business names, whether registered or unregistered of Hoochery Distillery;
- any registered domain names of Hoochery Distillery;
- any intellectual property created by contractors or other third parties engaged by Hoochery Distillery or a related party of Hoochery Distillery and vested in Hoochery Distillery by way of agreement; and
- any other intellectual property or rights whether registered or not used in connection with or forming part of the business of the Hoochery Distillery;
- **"Interest Rate"** means three per centum (3%) per calendar month;
- **"Law"** means all statutes, ordinances, regulations, subordinate legislation, by-laws, industrial laws, Australian standards and all orders, directions, codes of practice or requirements of any Authority;
- **"PPS Act"** means *Personal Property Securities Act 2009* (Cth);
- **"Price"** means, in respect of Goods agreed to be sold or supplied by Hoochery Distillery to the Buyer, the price payable by the Buyer to Hoochery Distillery for those Goods, in accordance with the Price List and these Terms of Use;
- **"Price List"** means the list of Goods and prices for those Goods, notified by Hoochery Distillery to the Buyer, as current from time to time;
- **"Privacy Act"** means the *Privacy Act 1988* (Cth);
- **"Promotional Material"** means any material provided by Hoochery Distillery to the Buyer for the purpose of promoting sales of Goods and includes all Intellectual Property in that material;
- **"You"** means the user of the website and includes all Buyers.

INTERPRETATIONS

Unless the context otherwise requires:

1. references to a party in these Terms of Use includes the executors, administrators, successors and permitted assigns of that party;
2. references to any statute, ordinance or other Law includes all regulations and other instruments thereunder and all consolidations, amendments, re-enactment's or replacements thereof;
3. words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person must be construed as references to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency;
4. where any word or phrase is given a defined meaning in these Terms of Use, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
5. headings included in these Terms of Use are for convenience only and must be disregarded in the construction of these Terms of Use.

WEBSITE CONTENT

1. Hoochery Distillery may, at any time, add or remove content from this website without notice.
2. Any articles, information or content published on this website must be read subject to these Terms of Use.
3. Although Hoochery Distillery uses its best endeavours to confirm the accuracy of any information published on this website, You agree that Hoochery Distillery cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to Hoochery Distillery. You agree to make your own enquiries to verify information provided.
4. The information, materials and services on or available through this website are provided for general information purposes only. Information is current at the time of first publication. Information provided on and through this website is not legal or other professional advice or intended to be comprehensive. You are responsible for determining the validity, quality and relevance of any information, material or service and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements. You should report any error or omission in any information, material or service to Hoochery Distillery.
5. This website may feature or display third party advertising or content. By featuring or displaying such advertising or content, Hoochery Distillery does not in any way represent that Hoochery Distillery recommends or endorses the relevant advertiser, its products or services.
6. Neither Hoochery Distillery nor any third party will be liable for any errors in content, or for any actions You take in reliance on them. Neither You nor any other person may hold Hoochery Distillery liable for any delays, inaccuracies, errors or omissions in respect of such content, the transmission or delivery of such content or any loss or damage arising from any of them.
7. Hoochery Distillery may promote, advertise or sponsor functions, events, offers, competitions or other activities which may be conducted online or offline and which may be conducted by third parties. These activities may be

subject to separate terms and conditions. You participate in any such activities entirely at your own risk. Hoochery Distillery does not accept any responsibility in connection with your participation in activities conducted by any other party.

USE OF THE WEBSITE

1. You agree to use this website only for purposes that are permitted by these Terms of Use, any applicable Law or regulation and/or generally accepted practices or guidelines.
2. You agree that You will not engage in any activity that interferes with or disrupts this website or the servers and networks that host this website. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this website or features that prevent or restrict use or copying of any content or enforce limitations on the use of this website or the content.
3. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate Law enforcement authorities.
4. Hoochery Distillery may stop (temporarily or permanently) providing access to this website to You, or to guests or members generally, at its discretion and without prior notice to You.
5. Hoochery Distillery may in its sole discretion restrict your access to this website. If Hoochery Distillery does this, You may be prevented from accessing all or parts of the website. Hoochery Distillery will not be liable to You or any third party for doing so.
6. As electronic websites are subject to interruption or breakdown, access to this website is offered on an "as is" and "as available" basis only.
7. Hoochery Distillery may impose limits or restrictions on the use You may make of this website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use, Hoochery Distillery may withdraw this website, or change or remove website functionality at any time without notice to You.

INTELLECTUAL PROPERTY RIGHTS

1. You acknowledge that all Intellectual Property, including all intellectual property rights, graphics, logos, trade marks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to this website, are owned by Hoochery Distillery or a related body corporate of Hoochery Distillery, and that these remain the property of their respective owners and must not be used in any manner without the prior written consent of the owner. These intellectual property rights are protected by Australian and international Law and nothing in these Terms of Use gives You a right to use any of them.
2. Nothing contained on this website is to be interpreted as a recommendation to use any information on this website in a manner which infringes the intellectual property rights of any person. Hoochery Distillery makes no representations or warranties that your use of the information on this website will not infringe such intellectual property rights.
3. You may view this website and its contents for personal and non commercial use only and subject to the Copyright Act 1968 (Cth) and similar legislation. You may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of this website or commercialise any information obtained from any part of this website without the prior written consent of Hoochery Distillery or, in the case of third party material, from the owner of the copyright in that material.
4. You may not modify or copy the layout or appearance of this website nor any computer software or code contained in this website, nor may You decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this website.
5. If You correspond or otherwise communicate with Hoochery Distillery, You automatically grant to Hoochery Distillery an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on this website and developing your ideas and suggestions for improved products and services.
6. The Buyer acknowledges and agrees that all Intellectual Property including in the Goods is owned by Hoochery Distillery or a related body corporate of Hoochery Distillery, and that the Intellectual Property including in the Goods remains the property of its respective owners and must not be used in any manner without the prior written consent of the owner. The Intellectual Property rights are protected by Australian and international Law and nothing in these Terms of Use gives the Buyer a right to use any of them.
7. Title to the Intellectual Property shall at all times remain with Hoochery Distillery and nothing contained herein or permitted pursuant to these Terms of Use shall confer upon You any right or property or interest in the Intellectual Property.
8. You acknowledge that to the extent permissible by Law, the Intellectual Property is the exclusive property of, and is owned by, Hoochery Distillery, if the Goods are transformed or mingled with other goods.

9. You must not at any time, without the prior express written consent of Hoochery Distillery, apply for registration of any patent, business name, trade mark, company name or domain name which includes the Intellectual Property or any part of the Intellectual Property or is substantially similar to the Intellectual Property.

LINKS TO OTHER WEBSITES

1. This website may contain links to other websites, content or resources, which are owned or operated by third parties. These linked websites are not under the control of Hoochery Distillery and Hoochery Distillery is not responsible for the operation, availability or content of any linked website or any link contained in a linked website. Hoochery Distillery provides these links to You for convenience only and the inclusion of any link does not imply an endorsement by Hoochery Distillery in relation to the linked website. You access linked websites at your own risk. Subject to Law and any non-excludable rights, Hoochery Distillery disclaims all warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on linked websites. You should carefully review the terms of use and privacy policies of all websites belonging to other parties that You visit.
2. Hoochery Distillery reserves the right to prevent third parties from linking to this website.

SECURE DATA AND TRANSMISSIONS

1. Given the nature of the internet, Hoochery Distillery cannot guarantee that any data transmission is totally secure, free from viruses, fault or other conditions which could damage or interfere with your computer systems and Hoochery Distillery does not warrant that your access to the website will be uninterrupted, error free or that any defects will be corrected. Whilst Hoochery Distillery and its third parties take precautions to protect information, Hoochery Distillery does not warrant and cannot ensure the security of any content or information You transmit via the website. You therefore use the website at your own risk. However, once Hoochery Distillery or its third party receives your transmission, Hoochery Distillery and its third parties will take reasonable steps to preserve its security.
2. You must take your own precautions to ensure that the process which You use to access the website or any website does not expose You to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, neither Hoochery Distillery nor its third parties will accept any responsibility for any interference or damage to your own computer system which arises in connection with your use of this website, any website or any linked website.

APPLICATION OF TERMS OF USE

Subject to Law:

1. each offer or request made by the Buyer to Hoochery Distillery for the sale or supply of any Goods shall be deemed to be made subject to these Terms of Use; and
2. each sale or supply of Goods by Hoochery Distillery to the Buyer shall be deemed to be made in accordance with these Terms of Use, despite any contrary provision in any offer or request made by the Buyer to Hoochery Distillery, or otherwise.

PRICES AND PAYMENT

1. With each delivery of Goods sold or supplied by Hoochery Distillery to the Buyer, Hoochery Distillery may issue to the Buyer an invoice for:
 - (a) the Price of the Goods delivered, calculated in accordance with the Price List for those Goods current on the date of acceptance by Hoochery Distillery of an order from the Buyer in respect of those Goods; and
 - (b) all applicable delivery charges, freight, levies, goods and services taxes and any other taxes or charges applicable to the supply of those Goods.
2. Hoochery Distillery may replace or vary any Price List from time to time prior to the placement of any order for Goods by the Buyer.
3. The Buyer must pay Hoochery Distillery for Goods supplied by the Due Date.
4. The Buyer must not deduct any amounts from any payments owing to Hoochery Distillery (whether by way of set-off or otherwise) unless otherwise agreed in writing by Hoochery Distillery.
5. Hoochery Distillery will issue a tax invoice for each taxable supply that Hoochery Distillery makes to the Buyer. Without limiting any other provision of these Terms of Use, or otherwise, the Buyer must pay to Hoochery Distillery, each amount referred to as GST on the tax invoice.

6. All prices, charges, fees or other amounts payable by the Buyer to Hoochery Distillery in accordance with any Price List, invoice or statement shall be calculated without including an amount for GST, unless it is clearly stated in that Price List, invoice or statement that the prices, charges, fees or other amounts payable include GST.
7. Despite any other provision in these Terms of Use, or otherwise, each payment to be made by the Buyer to Hoochery Distillery must be made together with an additional amount equal to the GST on the supply or component of the supply (made or to be made) giving rise to, or in connection with, that payment.
8. If Hoochery Distillery is required to reimburse the Buyer for any expense or liability incurred, the amount of the reimbursement payment must be reduced by the amount of any input tax credit claimed in connection with that expense of liability.
9. The Price must be paid in cleared funds, by credit card by the Due Date.

INTEREST

If the Buyer fails to make a payment for Goods by the Due Date, interest will accrue at the Interest Rate from the Due Date until the date on which such payment is made.

LIMITATION OF LIABILITY

1. Hoochery Distillery acknowledges that the CC Act and similar State and Territory legislation confer certain rights and remedies on the Buyer in relation to the sale or supply by Hoochery Distillery to the Buyer of Goods, pursuant to these Terms of Use, or otherwise, which cannot be excluded, restricted or modified by agreement ("Non-Excludable Rights"). Hoochery Distillery does not exclude any Non-Excludable Rights but does exclude all other terms, conditions, guarantees and warranties implied by the written or unwritten Law in relation to any sale or supply by Hoochery Distillery to the Buyer of Goods.
2. Subject to Law, Hoochery Distillery makes no representation and gives no warranty in relation to any sale or supply of Goods by Hoochery Distillery to the Buyer.
3. The Buyer acknowledges that the Buyer has not relied upon any representation or warranty made by or on behalf of Hoochery Distillery in relation to any sale or supply of Goods pursuant to these Terms of Use, and will not rely upon any representation or warranty made by or on behalf of Hoochery Distillery in relation to any future sale or supply of Goods by Hoochery Distillery to the Buyer, which is not expressly agreed in writing by Hoochery Distillery prior to the sale or supply of those Goods, subject in all respects to the written Law.
4. To the extent permitted by Law, in respect of each sale or supply of Goods by Hoochery Distillery to the Buyer:
 - (a) each CC Act Implied Term is expressly excluded; and
 - (b) the liability of Hoochery Distillery is limited to the lowest of the cost of replacing the Goods, supply of equivalent product, or having the Goods repaired.

ADVERTISING

Other than as required by Law, You must refrain from:

- (a) naming Hoochery Distillery in any content, advertising, marketing or promotion; and
 - (b) disclosing the identity of Hoochery Distillery to any third party in relation to the creation or supply of the Goods,
- unless expressly authorised by Hoochery Distillery in writing.

PROVISION OF MATERIAL BY HOOCHERY DISTILLERY

1. All Promotional Material shall at all times remain the property of Hoochery Distillery.
2. You must return all Promotional Material to Hoochery Distillery upon demand by Hoochery Distillery.

FREIGHT, INSURANCE AND DELIVERY

1. Hoochery Distillery will, if requested by the Buyer, at the cost and risk of the Buyer, arrange for the delivery of Goods to the Buyer at the address nominated by the Buyer.
2. Risk in Goods sold by Hoochery Distillery to the Buyer passes from Hoochery Distillery to the Buyer upon despatch from the warehouse of Hoochery Distillery. 3. Hoochery Distillery has no obligation to arrange for insurance of Goods against the risks of carriage.
3. If Hoochery Distillery agrees to arrange freight and insurance, or both, in respect of any Goods sold or supplied by Hoochery Distillery to the Buyer, the Buyer must pay and reimburse Hoochery Distillery for all such costs.
4. Hoochery Distillery shall not be liable for any loss or damage due to any failure by Hoochery Distillery to deliver any Goods promptly, or at all.

5. Delivery dates or times indicated by Hoochery Distillery to the Buyer are approximate only and do not constitute a guarantee of delivery or delivery by such date or time. No time of the essence transaction will be considered by Hoochery Distillery unless agreed in writing by Hoochery Distillery.
6. Subject to these Terms of Use, no Goods shall be placed on Back Order.
7. Goods may be placed on Back Order if agreed in writing by Hoochery Distillery. Those Goods shall be supplied by Hoochery Distillery as soon as reasonably practicable upon Hoochery Distillery receiving those Goods.
8. Hoochery Distillery may, in the sole discretion of Hoochery Distillery, delay delivery of any Goods until Hoochery Distillery has received payment from the Buyer of all money due by the Buyer to Hoochery Distillery in respect of those Goods and any other Goods previously sold by Hoochery Distillery to the Buyer.

CLAIMS, RETURNS OR CANCELLATION OF ORDERS

1. The Buyer has no right to cancel, or vary, any order for Goods after Hoochery Distillery has accepted that order.
2. If for any reason Hoochery Distillery permits the Buyer to cancel an order for Goods, the Buyer must pay Hoochery Distillery a fee equivalent to twenty five percent (25%) of the price for those Goods that would, apart from cancellation of the order, be payable by the Buyer to Hoochery Distillery.
3. If Hoochery Distillery accepts a return of Goods from the Buyer, any amount payable by Hoochery Distillery to the Buyer as a result of that return of Goods is not payable in cash by Hoochery Distillery to the Buyer, but may only be applied in reduction of the price payable by the Buyer to Hoochery Distillery for future Goods sold by Hoochery Distillery to the Buyer.

RISK

Risk in all Goods sold or supplied by Hoochery Distillery to the Buyer passes to the Buyer upon the first to occur of:

1. delivery of those Goods by Hoochery Distillery to the Buyer; or
2. despatch by Hoochery Distillery of those Goods from the warehouse of Hoochery Distillery to the Buyer.

PERSONAL PROPERTIES SECURITIES ACT 2009 (CTH)

1. Notwithstanding any other term, the Goods and any other products delivered by Hoochery Distillery to the Buyer shall remain the sole and absolute property of Hoochery Distillery as legal and equitable owner, until the date the first of the following occurs:
 - (a) there are no longer any amounts owing to Hoochery Distillery for those Goods;
 - (b) Hoochery Distillery registers a Financing Statement (as that term is defined in the PPS Act) in respect of those Goods; and
 - (c) the Buyer sells or transforms those Goods in accordance with this clause.
2. Until and unless the Buyer has paid Hoochery Distillery in full for the Goods, the Buyer must:
 - (a) store those Goods on its premises separately from any other goods that may be in the possession of the Buyer and in a manner which makes them readily identifiable as the Hoochery Distillery's Goods;
 - (b) hold those Goods as the Hoochery Distillery's bailee;
 - (c) return those Goods to Hoochery Distillery on demand; and
 - (d) immediately pay to Hoochery Distillery the proceeds of any sale of those Goods or hold any proceeds of the sale of those Goods on trust for Hoochery Distillery in a separate account.
3. The Buyer agrees that the Buyer shall only sell Goods in respect of which the Buyer has not made full payment to Hoochery Distillery on the conditions that any such sale is conducted at arm's length and is for the full market value of those Goods and Hoochery Distillery has not demanded the return of those Goods.
4. The Buyer grants to Hoochery Distillery a Purchase Money Security Interest (as that term is defined in the PPS Act), in all Goods as security for all amounts owing and unpaid by the Buyer to Hoochery Distillery in respect of those Goods.
5. Hoochery Distillery may apply to register a Financing Statement, or a Financing Change Statement (as that term is defined in the PPS Act), from time to time, in relation to a Purchase Money Security Interest, without notice to the Buyer.
6. Until all amounts owing to Hoochery Distillery for Goods have been received from the Buyer by Hoochery Distillery, the Buyer grants an exclusive, irrevocable licence to Hoochery Distillery to enter any premises where Goods for which payment in full has not been received by Hoochery Distillery are kept to take possession of those Goods and to use all reasonable force in doing so without any liability for any resulting damage.
7. The Buyer acknowledges and agrees that Hoochery Distillery may exercise any and all remedies afforded to a Secured Party (as that term is defined in the PPS Act) under the PPS Act including, but not limited to, entry into any building or premises owned, occupied, or used by the Buyer, to search for and seize, dispose of or retain

those Goods in respect of which the Buyer has granted to Hoochery Distillery a Purchase Money Security Interest.

8. The Buyer and Hoochery Distillery agree to exclude the following sections of the PPS Act in respect of all Goods:
(a) sections 95, 121(4), 130 and 135 of the PPS Act (to the extent that Hoochery Distillery is required to give notice to the Buyer); and
(b) sections 96, 120, 125, 129(2), 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act.
9. To the extent permitted under the PPS Act, the Buyer expressly waives its right to receive from Hoochery Distillery a copy of any Financing Statement, Financing Change Statement or Verification Statement (as that term is defined in the PPS Act) that is registered, issued or received at any time in relation to any Goods.
10. The Buyer warrants that it is not at the time of entering into these Terms of Use insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.
11. These provisions relating to title shall apply notwithstanding any agreement or arrangement, whether part of these Terms or otherwise, pursuant to such Hoochery Distillery may give credit to the Buyer.

GUARANTEE

1. The Buyer unconditionally and irrevocably guarantees to Hoochery Distillery:
(a) where the Buyer is an Approved Creditor, the proper and punctual performance of all of its obligations under the credit arrangements between the Buyer and Hoochery Distillery, including as to the veracity of the information contained in the Application for Credit and payment of all monies owing;
(b) the payment on demand of the whole of the Price;
(c) the performance and observance of all obligations, covenants, warranties, terms, conditions, provisions, stipulations and work to be observed, performed or fulfilled by the Buyer pursuant to these Terms of Use.
2. In addition to the obligations of the Buyer, where the Buyer is a proprietary limited company, the Guarantor unconditionally and irrevocably guarantees to Hoochery Distillery:
(a) where the Buyer is an Approved Creditor, the proper and punctual performance of all of its obligations under the credit arrangements between the Buyer and Hoochery Distillery, including as to the veracity of the information contained in the Application for Credit and payment of all monies owing;
(b) the payment on demand of the whole of the Price;
(c) the performance and observance of all obligations, covenants, warranties, terms, conditions, provisions, stipulations and work to be observed, performed or fulfilled by the Buyer pursuant to these Terms of Use.

INDEMNITY

1. The Buyer unconditionally and irrevocably indemnifies and agrees to keep indemnified Hoochery Distillery and the servants and agents of Hoochery Distillery against any loss, damage, expense, Claims or obligation which the Buyer has or may suffer or incur by reason of:
(a) any breach of these Terms of Use by the Buyer or any person claiming through or under the Buyer;
(b) the non-payment of the Price;
(c) the non-performance or non-observance of all obligations, covenants, warranties, terms, conditions, provisions, stipulations and work to be observed, performed or fulfilled by the Buyer pursuant to these Terms of Use or any credit arrangement between the Buyer and Hoochery Distillery,
and the obligation of the Buyer under this clause is undertaken by the Buyer as a principal and is independent of and in addition to the obligations of the Buyer under the clause above entitled "Guarantee".
2. In addition to the obligations of the Buyer, where the Buyer is a proprietary limited company, the Guarantor unconditionally and irrevocably indemnifies and agrees to keep indemnified Hoochery Distillery and the servants and agents of Hoochery Distillery against any loss, damage, expense, Claims or obligation which the Buyer has or may suffer or incur by reason of:
(a) any breach of these Terms of Use by the Buyer or any person claiming through or under the Buyer;
(b) the non-payment of the Price;
(c) the non-performance or non-observance of all obligations, covenants, warranties, terms, conditions, provisions, stipulations and work to be observed, performed or fulfilled by the Buyer pursuant to these Terms of Use or any credit arrangement between the Buyer and Hoochery Distillery,
and the obligation of the Guarantor under this clause is undertaken by the Guarantor as a principal and is independent of and in addition to the obligations of the Guarantor under the above clause entitled "Guarantee".
3. Subject to Law, Hoochery Distillery has no liability to the Buyer, or any person claiming through or under the Buyer for Indirect or Consequential Loss.

PRIVACY ACT 1988 (CTH)

1. Hoochery Distillery is aware of its obligations under the Privacy Act including under the Australian Privacy Principles, and it takes these obligations very seriously and will at all times comply with its obligations under the Privacy Act.
2. You consent to the collection and use of Personal Information (as defined in the Privacy Act) by Hoochery Distillery in order to enable Hoochery Distillery to carry on its business and supply the Goods.

INVALIDITY

If the whole or any part of a provision of these Terms of Use is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Terms of Use have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

VARIATION

These Terms together with any Application for Credit, contain the whole contract between Hoochery Distillery and the Buyer and no variation of these Terms of Use is binding on Hoochery Distillery unless in writing signed by Hoochery Distillery.

TERMINATION

1. Hoochery Distillery may terminate these Terms of Use and the arrangements between the Buyer and Hoochery Distillery at any time.
2. Without prejudice to any other rights Hoochery Distillery may have under these Terms of Use or at Law, Hoochery Distillery may terminate the obligations of Hoochery Distillery under these Terms of Use if:
 - (a) the Buyer is in breach of any obligation on the part of the Buyer under these Terms and such breach is not remedied by the Buyer within five (5) business days after service by Hoochery Distillery upon the Buyer of a written notice requiring the Buyer to rectify the breach;
 - (b) the Buyer becomes insolvent; or
 - (c) an administrator, receiver or receiver and manager is appointed in respect of the Buyer or all or any of the assets of the Buyer.
3. For the avoidance of doubt, upon termination of these Terms of Use, all amounts owing by the Buyer to Hoochery Distillery under these Terms are immediately payable by the Buyer to Hoochery Distillery

ENTIRE AGREEMENT

These Terms of Use together with any Application for Credit comprise the entire agreement between the Buyer and Hoochery Distillery and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in these Terms of Use will have any effect from the date of these Terms of Use.

ASSIGNMENT

1. The Buyer must not assign any of the rights of the Buyer pursuant to these Terms of Use or, without the prior written consent of Hoochery Distillery, which may be refused in the absolute discretion of Hoochery Distillery. Any consent by Hoochery Distillery will not release the Buyer from any obligation of the Buyer pursuant to these Terms of Use.
2. Hoochery Distillery may assign all or any of the rights of Hoochery Distillery pursuant to these Terms of Use.

NO AGENCY

The Buyer will not by virtue of these Terms be, or for any purpose be deemed to be, an agent of Hoochery Distillery.

COOKIES

Cookies may be used on this website to gather data in relation to this website and You consent to this (although You may be able to disable cookies on your web browser).

USE OF YOUR INFORMATION AND MATERIAL

Hoochery Distillery appreciates any suggestions (“unsolicited ideas”) You may have regarding ways in which this website may be improved or materials which may be added to this website. Any unsolicited ideas that You submit will not be regarded as confidential and will become the property of Hoochery Distillery. Hoochery Distillery may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate You.

DISCLAIMER

1. Hoochery Distillery makes no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in this website or to the availability, functionality or performance of such any information, content, materials or products, except as otherwise provided under any applicable Law.
2. Hoochery Distillery does not accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside its control), which You may directly or indirectly suffer in connection with your use of this website or any linked website, nor does Hoochery Distillery accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this website. To the maximum extent permitted by Law, Hoochery Distillery disclaims any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this website or the information that it contains.
3. The use of the information on this website is at your own risk. To the extent permitted by Law, Hoochery Distillery excludes all liability in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this website or provided through this website. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by Law, Hoochery Distillery limits its liability to the re-supply of the relevant information or services.
4. You agree to indemnify Hoochery Distillery and other persons involved in the creation of this website from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this website, any information that You provide via this website or any damage that You may cause to this website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

GOVERNING LAW AND JURISDICTION

These Terms of Use are governed by and construed in accordance with the Law of New South Wales, Australia and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms of Use, which will continue in full force and effect. If You access this website in a jurisdiction other than New South Wales, Australia, You are responsible for compliance with the Law of that jurisdiction, to the extent that they apply. Hoochery Distillery makes no representations that the content of this website complies with the Laws of any country outside Australia.

GENERAL

These Terms of Use may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of this website following such amendment of these Terms of Use will represent an agreement by You to be bound by the Terms of Use as amended. Where your access to this website is terminated, all disclaimers and limitations of liability set out in these Terms of Use will survive. Reference to “website” includes the whole or any part of the web pages located on this webpage (including but not limited to any elements of design, underlying code, text, sounds, graphics, animated elements or any other content).

HOOCHERY DISTILLERY PRIVACY POLICY

OUR PRIVACY COMMITMENT

1. Ord River Distillery ABN 43 615 768 093 trading as Hoochery Distillery. (**Hoochery Distillery**) is committed to managing your personal information openly and transparently and to keeping your personal information safe. We will take all necessary measures to fulfil this commitment, including to: (a) comply with the Australian Privacy Principles (**APPs**); (b) ensure that we manage your personal information openly and transparently; (c) only collect personal information from you that we need in order to fulfil any of your requests or to offer you the best possible customer service and experience or to process entries and contact winners for the purpose of any competitions or events hosted by Hoochery Distillery. (d) tell you how we might use your personal information; (e) let you know if we need to disclose your personal information to anyone else (including anyone overseas) and if so, in what circumstances this might occur; (f) keep your personal information secure; (g) respond promptly and appropriately to any incident where your personal information may be compromised, including where your personal information is lost, or subject to unauthorised access, modification, use or disclosure or other misuse; (h) promptly respond to any request by you not to receive direct marketing material from us; (i) make sure your personal information is kept accurate and up to date and to properly dispose of any personal information which is no longer required by us; and (j) ensure that, where appropriate, you can access and correct your personal information.

ABOUT THIS POLICY

1. This policy is intended to explain clearly and in plain language some of the key processes and procedures that we have implemented to manage your personal information, to protect your privacy and to comply with the Privacy Act 1988 (**Act**) and the APPs.
2. References to "Hoochery Distillery", "our", "us" and "we" in this policy are references to Hoochery Distillery and its related entities.
3. This policy gives a broad overview of our policies in relation to privacy and the handling of your personal information but if you require further information, you are welcome to contact us or to read any of the privacy statements or notices that will be issued to you as and when personal information is collected.
4. You must read this privacy policy before providing us with any personal information. By providing us with your personal information, you are confirming your agreement to the policies and procedures described in this privacy policy.

WHAT SORTS OF PERSONAL INFORMATION DO WE COLLECT?

1. We will only collect from you information that is necessary and relevant to our relationship with you, including to enable us to fulfil your request or to provide to you the best possible customer service and experience or to process entries and contact winners for the purpose of any competitions or events hosted by Hoochery Distillery.
2. Depending on the exact nature of our relationship with you and the type of goods and services you request from us, we may request that you provide some or all of the following information: (a) information that we may require to initially identify you, including your full name (or the name of your business), age and job title; (b) information that we can use to process your purchase of any goods or services provided by Hoochery Distillery, including your credit card number, name on the credit card, credit card expiry date and credit card security code; (c) information that we can use to deliver any goods or services provided by Hoochery Distillery, including your personal address, work or business address and mailing or shipping address; (d) information that we can use to contact you, including your telephone number, mobile number and email address; and (e) information that we may require for the purposes of any competition or event hosted by Hoochery Distillery, including any material, written responses, photos and data associated with your entry for any competition or events hosted by Hoochery Distillery.
3. The information we require from you will depend on the specific goods or services that we are providing to you. We will only collect personal information from you that we reasonably require in order to fulfil your request or satisfactorily provide goods or services that you require from us or to process entries and contact winners for the purpose of any competitions or events hosted by Hoochery Distillery.
4. The Act places restrictions on us collecting sensitive information about you (which includes information about your religion, political views, ethnicity, criminal records and sexual preferences). Generally we will not collect this type of information, however we may need to collect some sensitive information if you are applying for a job with us, and you have provided us with your consent to do so.

WHY DO WE REQUIRE YOUR PERSONAL INFORMATION?

1. There are various reasons why we might need to collect, hold, use or disclose your personal information and this will depend upon the specific goods or services that we are providing to you but we will tell you the main reason for asking for your personal information at the time when we ask you to provide it.
2. Usually, the main reason that we will need to collect your personal information will be relating to a good or service that we are providing to you or are about to provide to you and for contacting you in relation to those goods or services. Our main reason for collecting your personal information will revolve around the processing of any of

your orders, including the purchase of any Hoochery Distillery products or tickets for any Hoochery Distillery distillery tours or experiences or classes.

3. We may also use your personal information for other reasons, including: (a) to contact you in relation to an event, special offer, product or service that you might be interested in; (b) to email a copy of the latest Hoochery Distillery Journal or any other Hoochery Distillery newsletters, notifications or marketing material; (c) to process, determine and contact any winners in relation to any competitions or events hosted by Hoochery Distillery; (d) preventing fraud and other criminal activities; (e) to assist us to run our business and to improve our products, services and performance, including staff training, accounting and auditing, risk management, record keeping, archiving, systems development, developing new products and services and undertaking planning, research and statistical analysis and data analytics; and (f) to comply with our legal obligations.
4. There is no obligation for you to provide us with any of your personal information but if you choose not to provide us with your personal information, we may not be able to satisfy any requests or to provide the information, goods or services that you require or to contact you if you are a winner of any competitions or events hosted by Hoochery Distillery.

HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

1. The means by which we collect your personal information will depend on the nature of the goods or services that we are providing to you.
2. We may collect your personal information: (a) directly from you, either in person, via email or website or any other social media platforms or over the phone; (b) when you complete a form on our website: (i) to process any of your orders for any Hoochery Distillery products or tickets for any Hoochery Distillery tours or experiences or classes; or (ii) to receive Hoochery Distillery Journal, or any other Hoochery Distillery newsletters, notifications or marketing material; or (iii) any competitions or events hosted by Hoochery Distillery (c) from publicly available sources, for example, the electoral role, the telephone directory or from third party websites.
3. We will always collect your personal information directly from you unless it is impracticable to do so.

COLLECTING AND DISCLOSING PERSONAL INFORMATION ABOUT OTHERS

1. Wherever possible, we will collect personal information directly from the relevant individual to whom that information relates.
2. You represent and warrant to us that where you provide personal information to us about another person: (a) you are authorised to provide that information to us; (b) you have obtained the express consent of the individual to disclose their personal information to us for the use of that personal information by us, including for the purposes outlined in this policy; (c) you have complied with the Privacy Act, including the APPs in collecting that personal information, including by making all relevant notifications required under APP 5 and specific to our use of the personal information; and (d) you have informed that person about the contents of this privacy policy including who we are, how we use and disclose personal information, and that they can gain access to, and correct, that information.

UNSOLICITED PERSONAL INFORMATION

1. From time to time we may receive personal information about you that we have not requested or taken steps to come to know. In these circumstances, we will only hold on to such information as permitted by the Act. Any information that has not been requested but is subsequently retained by us will be subject to the procedures and requirements set out in this privacy policy.

HOW DO WE USE OR DISCLOSE YOUR PERSONAL INFORMATION?

1. We may use and disclose your personal information for the purposes for which it was collected or for a related purpose such as: (a) to consider your request for a product or service; (b) to enable us to provide a product or a service to you; (c) to carry out, or respond to, your requests; (d) to process, determine and contact any winners in relation to any competitions or events hosted by Hoochery Distillery; (e) to our third party service providers, including to assist us in providing, and improving, our services to you, and to analyse market trends and better understand your needs or to develop, improve and market our products and services to you; (f) for regulatory reporting and compliance with our legal obligations; (g) to relevant third parties to undertake fraud checks; (h) to various regulatory bodies and law enforcement officials and agencies to protect against fraud and for related security purposes; (i) to perform administrative and operational tasks (including risk management, systems development and testing, staff training and collecting debts); (j) to use in direct marketing of promotions, products and services that we, or our third party service providers, think may be of interest to you; (k) to seek your feedback in relation to particular products or services, customer satisfaction and our relationship with you and to

manage any customer complaints; (l) to companies or entities related to Hoochery Distillery for any of the purposes referred to in this policy; (m) to monitor or improve the quality and standard of goods and services that we provide to you; (n) to consider any concerns or complaints you may raise against us; (o) to our agents, successors and/or assigns; (p) to notify you of offers that may be of interest to you; and (q) to better understand your preferences.

2. By agreeing to accept the terms of this privacy policy or by providing your personal information to us, or both, you are taken to have consented to the use and disclosure of your personal information for the above purposes.
3. At the time that we collect your personal information, we will make it clear to you why we are collecting your information, including through this privacy policy where appropriate. We will only use your personal information in accordance with, and as permitted by, the Act.
4. Other than as outlined in this privacy policy or in any notice provided to you at the time of collecting your personal information, we will not disclose your personal information without your consent unless disclosure is permitted by the Act.

DO WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS?

1. We may provide your personal information to third parties as outlined in this privacy policy.
2. We may share your personal information with other companies that are related to Hoochery Distillery. By agreeing to accept the terms of this privacy policy or by providing your personal information to us, or both, you consent to your personal information being shared with our related entities.
3. We deal with third party service providers who may assist us with a variety of functions including with research and marketing, mail and delivery, security, insurance, professional advisory (including legal, accounting and auditing advice), banking, payment processing, fraud checks or technology services. By agreeing to accept the terms of this privacy policy or by providing your personal information to us, or both, you are taken to have consented to us disclosing your personal information to our third party service providers. Where we engage third party service providers to perform services for us, those third parties may be required to handle or deal with your personal information. Under these circumstances, those third parties must safeguard this information and must only use it for the purposes for which it was supplied and we will make all reasonable enquiries to try to ensure that this is the case.
4. Wherever possible, we will limit the information provided to independent third parties to that information required for those third parties to properly perform their functions.

DO WE USE YOUR PERSONAL INFORMATION FOR MARKETING PURPOSES?

1. As part of the goods or services that we provide to you, we may: (a) use personal information that we have collected about you to identify a product or service that may benefit you; (b) contact you from time to time to let you know about a product or service or event that we believe you might be interested in; and (c) disclose your personal information to any third parties or to any entities or companies related to Hoochery Distillery to enable them to tell you about a product or service that you might be interested in.
2. Where we intend to use your personal information for direct marketing purposes, we will seek your consent to do so prior to using your personal information. You can opt-out, unsubscribe or make a request not receive direct marketing communications from us, by calling +(08) 9168 2122 or by writing to us at PO Box 497, Kununurra WA 6743 or email accounts@hoochery.com.au. Additionally, each direct marketing communication will include an opt-out or "unsubscribe" option which will immediately indicate to us that you no longer wish to receive communications of this kind.
3. You may make a request that we do not disclose your personal information to facilitate direct marketing by another organisation and you may request that we provide you with the source of any personal information we use for direct marketing purposes. Any such requests will be actioned within a reasonable period of time and there will be no charges to you for making, or to you from us actioning, such requests.

HOW DO WE STORE YOUR PERSONAL INFORMATION?

1. We have implemented appropriate processes and techniques to protect personal information from loss, misuse and interference and from unauthorised access, modification or disclosure. In addition, access to your personal information is limited to those who specifically need it to conduct their responsibilities.
2. We take all necessary steps to destroy or permanently de-identify your personal information where it is no longer required and to protect your personal information from loss, misuse and interference and from unauthorised access, modification or disclosure.
3. While care is taken to protect your personal information, unfortunately no data transmission over the Internet is guaranteed as 100% secure. Accordingly, we cannot ensure or warrant the security of any information you send to us or receive from us online. This is particularly true for information you send to us via email as we have no way of protecting that information until it reaches us. Once we receive your personal information, we are required to protect it in accordance with the Act.

WHAT IF THERE IS A BREACH IN RELATION TO MY PERSONAL INFORMATION?

1. We take breaches of your privacy very seriously. In the event that there is a data breach relating to personal information that we hold about you, such as loss of, unauthorised access to, or unauthorised disclosure of, the information (**Data Breach**), we will take immediate steps to contain and remedy any effects of the Data Breach in accordance with our Data Breach Response Plan. Where required under the Act, we will notify both you and the Office of the Australian Information Commissioner (**OAIC**) of the Data Breach.

MAINTAINING YOUR PERSONAL INFORMATION

1. We take reasonable steps to ensure that: (a) the information that we collect about you is accurate, complete and up-to-date at the time of collection; (b) when we use your personal information, it is accurate, up-to-date, complete and accurate at the time of use; and (c) if we disclose your personal information, it is accurate, up-to-date, complete and accurate at the time of disclosure.
2. You warrant that all information that you provide to us is accurate, complete and up to date at the relevant time.

WILL WE DISCLOSE YOUR PERSONAL INFORMATION TO ANYONE OVERSEAS?

1. There may be circumstances where we need to disclose your personal information to a third party overseas (Overseas Recipient). This may occur, for example, where we have a database or server hosted outside Australia.
2. Prior to disclosing your personal information to an Overseas Recipient, APP 8.1 requires that we will take all reasonable steps to ensure that the third party recipient of your information complies with the APPs (other than APP 1) in relation to your information, or that the third party recipient is bound by laws that offer you at least as much protection as the APPs and that you are able to enforce your rights under those international laws in the event of any breach unless an exception applies (**the Overseas Disclosure Obligations**).
3. We will take all reasonable steps to satisfy our Overseas Disclosure Obligations.
4. The countries to which we are most likely to send your personal information include (a) Australia.

HOW CAN YOU ACCESS YOUR PERSONAL INFORMATION?

1. Usually we will be able to provide you with access to your personal information upon receipt of your written request, either by email sent to accounts@hoochery.com.au or by post sent to PO Box 497 Kununurra WA 6743, and confirmation of your identity. There are some limited circumstances in which we may not be able to provide you with access to your personal information when requested. Such circumstances might include where access would pose a serious threat to the life, health or safety of another person or where such access would unreasonably impact on the privacy of others.
2. Where you request access to your personal information, we will respond to any such request in accordance with the Act.
3. We may recover from you our reasonable costs of supplying you with access to your personal information but we will not charge you for any request you might make to access your information.

HOW CAN YOU SEEK TO CORRECT YOUR PERSONAL INFORMATION?

1. We do what we can to ensure that the information we hold about you is accurate, complete, up-to-date, relevant and not misleading. To assist us to do this, it is imperative that you provide us with correct information at the time you provide it to us and immediately inform us if any of the information changes at any time. You may make a request that we correct any of your information. We would prefer your request to be in writing. This can be made either by email sent to accounts@hoochery.com.au or by post sent to PO Box 497 Kununurra WA 6743.
2. We will respond to any requests regarding the correction of your personal information within a reasonable period after the request is made and in accordance with the Act.
3. We will not charge you for any request to correct your personal information, nor will we pass on to you any costs incurred by us in correcting your personal information or for associating a statement with your personal information.

WHAT IF YOU WANT TO MAKE A COMPLAINT ABOUT SOME ASPECT OF OUR PRIVACY PROCEDURES?

1. We are committed to maintaining and protecting your privacy but it is possible that in limited circumstances, mistakes might be made. If you are concerned with the way your personal information has been handled then you are entitled to make a complaint. If you would like to lodge a complaint, please contact Hoochery Distillery either by email sent to accounts@hoochery.com.au or by post sent to PO Box 497 Kununurra WA 6743.
2. If your personal information has not been handled in an appropriate way, we will do our best to remedy your concerns as quickly as possible.
3. If your complaint is not satisfactorily resolved, you may approach an external dispute resolution service or apply to the OAIC to have the complaint heard and determined.

PROTECTING YOUR IDENTITY

1. Wherever it is practicable, we will always provide you with the option not to identify yourself when dealing with us. Alternatively, you may elect to use a pseudonym to protect your identity.

CHANGES AND EXEMPTIONS TO THIS POLICY

1. From time to time it may be necessary for us to review and revise this privacy policy. We reserve the right to change our privacy policy at any time.
2. Please note that the Act contains certain exemptions which may permit us to use your personal information in a particular way if specific circumstances arise. Any such exemptions under the Act will take priority over this privacy policy to the extent of any inconsistency.

HOW CAN YOU CONTACT US?

1. Please find below our contact details. Please do not hesitate to contact us in relation to any privacy-related concerns and we will use our best endeavours to address any such concerns thoroughly and in a timely manner. accounts@hoochery.com.au PO Box 497 Kununurra 6743.
2. If it is practical to do so, you can contact us without identifying yourself. However, if you choose not to identify yourself, it may be more difficult for us to assist you with your enquiry. This will depend on the nature of your enquiry.

EXPRESS CONSENT TO COLLECTION, STORAGE, USE AND DISCLOSURE

1. In addition to the other consents provided by you above, by agreeing to accept the terms of this privacy policy, or by providing your personal information to us, or both, you are taken to have expressly consented to the collection, storage, use and disclosure of your personal information for each of the purposes and to all of the parties outlined in this privacy policy.

HOOCHERY DISTILLERY PRIVACY NOTIFICATION

1. You are receiving this notification because certain personal information belonging to you is being collected by Ord River Distillery ABN 43 615 768 093 trading as Hoochery Distillery. (referred to in this document as **Hoochery Distillery**).
2. The Privacy Act 1988 (Cth) (the **Privacy Act**) imposes obligations on Hoochery Distillery in relation to the collection, storage, use and disclosure of personal information. These obligations are detailed in the Australian Privacy Principles (**APPs**) contained in the Privacy Act.
3. Under the APPs, Hoochery Distillery is only permitted to collect personal information if it is reasonably necessary for, or directly related to, one or more of the functions or activities of Hoochery Distillery.
4. Hoochery Distillery will collect certain personal information that is necessary and relevant to our relationship with you. Usually, the main reason that we will need to collect your personal information will be relating to a good or service that we are providing to you or are about to provide to you and for contacting you in relation to those goods or services. Our main reason for collecting your personal information will revolve around the processing of any of your orders, including the purchase of any Hoochery Distillery products or tickets for any Hoochery Distillery tours or experiences or classes or to provide to you the best possible customer service and experience or to process entries and contact winners for the purpose of any competitions or events hosted by Hoochery Distillery.

5. Hoochery Distillery intends to use personal information it collects from you for the following purposes: (a) to contact you in relation to an event, special offer, product or service that you might be interested in; (b) to email a copy of the latest Hoochery Distillery Journal or any other Hoochery Distillery newsletters, notifications or marketing material; (c) to process, determine and contact any winners in relation to any competitions or events hosted by Hoochery Distillery; (d) preventing fraud and other criminal activities; (e) to assist us to run our business and to improve our products, services and performance, including staff training, accounting and auditing, risk management, record keeping, archiving, systems development, developing new products and services and undertaking planning, research and statistical analysis and data analytics; and to comply with our legal obligations. (collectively, the **Purposes**).
6. Hoochery Distillery may disclose your personal information to third parties to fulfil one or more of the Purposes.
7. The third parties to whom Hoochery Distillery is likely to disclose your personal information to fulfil one or more of the Purposes include: Research and marketing, mail and delivery, security, insurance, professional advisory (including legal, accounting and auditing advice), banking, payment processing, fraud checks or technology services.
8. Some of these third parties may be located overseas. The overseas third parties who are likely to receive your personal information are Mailchimp located in Atlanta, Georgia, United States.
9. If Hoochery Distillery is unable to collect your personal information, then Hoochery Distillery may be unable to fulfil one or more of the Purposes.
10. Hoochery Distillery aims to handle your personal information in accordance with its obligations under the Privacy Act.
11. If you require further information on the Privacy Act or in relation to the way Hoochery Distillery collects, handles, stores and discloses your personal information, please refer to the Hoochery Distillery Privacy Policy, which can be accessed by emailing accounts@hoochery.com.au to request it.
12. The Privacy Policy also contains details about how you may access personal information about you that is held by Hoochery Distillery, and seek the correction of such information. The Privacy Policy also explains how you may complain about a breach of the Privacy Act by Hoochery Distillery and how Hoochery Distillery will deal with such a complaint.
13. If you have any questions or queries in relation to the collection of your personal information by Hoochery Distillery, you can contact Hoochery Distillery by calling +(08) 9168 2122 or by writing to us at PO Box 497 Kununurra, WA 6743 or email accounts@hoochery.com.au.
14. This notification is made in compliance with Australian Privacy Principle 5.