

Terms and Conditions

Overview

- The TASTY GRAPES website is operated by SONIC BEVERAGES. Throughout the site, the terms “we”, “us” and “our” refer to TASTY GRAPES. We offer this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.
- By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.
- Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.
- Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.
- Our store is hosted on Wordpress They provide us with the online e-commerce platform that allows us to sell our products and services to you.

1. Online store terms

- a. By agreeing to these Terms of Service, you represent that you are at least the age of majority (18) in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. All orders placed by minors will be cancelled.
- b. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- c. You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in immediate termination of your Services.

2. Orders

- a. At the time you place your order you are agreeing to pay the total amount - including any delivery fees and any other charges or taxes that apply to your location.
- b. It is your responsibility to check the order details, including selected products and pricing (including any discount codes you wish to apply) before you submit your order through our website.
- c. When you order and pay on the Site and your payment has been validated, we will send you an email receipt with order details, which will include an order number, the delivery and billing addresses, and a description of what was ordered.
- d. Under Hong Kong laws, alcohol can only be sold or supplied to persons aged 18 years or older. By placing an order with us, you confirm that you are at least 18 years old. You agree that it is your responsibility to consume alcohol in accordance with the law and responsibly.
- e. We reserve the right to refuse or cancel any order placed with us if we feel it has violated any of these Terms & Conditions or in violation of Hong Kong law.
- f. For return details, please contact us through the contact page.

3. Price and Payments

- a. You must pay us the purchase price of each product you order plus any applicable delivery costs based on the delivery options selected by you as set out on the website in accordance with this clause.
- b. You must pay the Price via credit card or any other payment methods set out on the site such as Stripe, Apple Pay, PayPal or any other payment option listed.
- c. Bank payments or any other delayed payments will not be accepted.
- d. All amounts are stated in Hong Kong dollars and we display delivery costs separately from the purchase price.
- e. You must not pay, or attempt to pay, by fraudulent or unlawful means.
- f. If any payment in relation to a subscription fee has not been made as set out on the website or in these terms, we may (at our absolute discretion) immediately cease supplying the products.

4. Discount codes

- a. We may from time to time offer promotional discount codes (ie: vouchers, coupon code, etc.). To claim the discount, you must enter the promotional discount code at the time you submit your order.
- b. Discount codes can only be used once per customer (unless stated otherwise), and only one discount code may be used per order. All percentage discounts (ie: 10% off) require a minimum purchase of HK\$300 and any vouchers for a fixed amount (ie: HK\$100 off) require a minimum purchase of HK\$400 (unless stated otherwise).
- c. Discount codes cannot be applied to previous purchases. Vouchers cannot be redeemed for cash or combined with other offers or credits. Discount codes or vouchers are not valid for resale and have no cash value. Discount codes sent to individuals are valid for the intended recipient only. Void where prohibited, taxed or restricted.
- d. TASTY GRAPES reserves the right to change or limit Discount codes in its sole discretion. TASTY GRAPES has no liability for any problems or inability to use the

discount codes.

5. Free Gifts

- a. TASTY GRAPES might offer free gift options for orders over a certain amount. To claim a free gift, you must select/choose the item on the shopping cart page before proceeding to checkout. Only one free gift may be selected per order.
- b. Free gifts cannot be applied to previous purchases. You are responsible for adding the free item to your cart, TASTY GRAPES will not apply any free gifts once your order is submitted. Gift items are non-refundable and cannot be redeemed for cash.
- c. TASTY GRAPES reserves the right to change or limit free gifts in its sole discretion and is not responsible if the free gift does not meet your expectations. All gifts are subject to availability.

6. Availability, Products and Services

- a. All purchases made through the Site are subject to availability. We do our best to keep products in stock and to keep the website up to date with the availability of products.
- b. We reserve the right to cancel, at any time before delivery and for whatever reason, an order that we have previously accepted, including where there is a considerable delay in dispatching your order, if for any reason we cannot supply the products you order (for example for an event beyond our reasonable control) or if products ordered were subject to an error on our website (for example in relation to a description, price or image). We will contact you using the details you provided when you placed your order.
- c. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.
- d. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
- e. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- f. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.
- g. If you are not 100% satisfied with the taste of one of our products, please kindly let us know via email and we will do everything we can (within reason) to remedy the issue.
- h. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or any third-party for any modification, price change, suspension or discontinuance of the Service.

7. Delivery, Title and Risk

- a. 1-3 Day Delivery: Free delivery on all orders with no minimum purchase for ALL of Hong Kong.
- b. We will deliver the products to the delivery address you provide when making your order. We deliver to all of Hong Kong and if we cannot deliver to you, a TASTY GRAPES team member will notify you as soon as possible. Please inquire for international shipping information.
- c. Same day delivery costs are set during checkout according to your order weight. Any potential delivery costs will apply to all products in our online shop. Please note that orders to outer islands, or other remote destinations may include a delivery fee or incur longer delivery times.
- d. It is your responsibility to check the delivery details and pricing, and be aware of any fees that could be incurred before you submit your order through our website.
- e. We always try and send out your order as soon as possible, but some things are out of our control. Any delivery periods displayed or advertised by us are estimates only and TASTY GRAPES is not responsible for any delays that could arise.
- f. We may deliver your order using a range of delivery methods or courier services.
- g. If you need to change the delivery address or have a delivery request, please notify us immediately in writing. If you change your delivery address after your order has left our warehouse, we are no longer able to modify the delivery address and your order will be delivered to the original address.
- h. We offer free delivery to all locations in Hong Kong, but TASTY GRAPES is not responsible for any additional costs or delays should you enter the wrong address or want to make changes after your order has been passed on to our delivery services.
- i. We will not deliver any orders without first receiving payment and in the event, there is a problem with processing your payment, a TASTY GRAPES team member will contact you to sort the issue.
- j. Once items are delivered to the delivery address provided, TASTY GRAPES is no longer liable for any liabilities, damages, or losses, and all risks are passed onto you.

8. Refund and Return Policy

RETURNS:

- a. Our policy lasts 14 days. If 14 days have gone by since your purchase, unfortunately, we can't offer you a refund or exchange.
- b. To be eligible for a return, your item must be unopened or unused and in the same condition that you received it. It must also be in the original packaging.
- c. Open (unscrewed/uncorked) tubes, bottles or bottles with a damaged label cannot be returned.
- d. Gift cards cannot be returned or redeemed for cash.
- e. If you need to return an item, send us a friendly email.
- f. To process your return, we require your order number, valid reason for the return, and receipt or proof of purchase.
- g. Please do not send your purchase back without prior notice.

REFUNDS:

- h. Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.
- i. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.
- j. Only regular priced items may be refunded, unfortunately, sale items cannot be refunded.
- k. Free gift items cannot be returned or redeemed for cash.

9. Intellectual Property

- a. All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms and the Site) will at all times vest, or remain vested, in us.
- b. You must not, without our prior written consent:
- c. copy or use, in whole or in part, any of our intellectual property; including images, copywriting, or proposals.
- d. reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our intellectual property to any third party;
- e. breach any intellectual property rights connected with the Site or the products, including (without limitation) altering or modifying any of our intellectual property; causing any of our intellectual property to be framed or embedded in another website; or creating derivative works from any of our intellectual property.

10. User Content

- a. You may be permitted to post, create, upload, publicise or otherwise submit content, such as reviews, comments, pictures and videos. You must submit User Content in accordance with these Terms.
- b. We ask you to limit your discussions to topics which are relevant to the Site and the products.
- c. We reserve the right to remove any reviews or comments which we, in our sole discretion, deem to be in breach to any of our terms and anything we deem to be inappropriate.
- d. We are not responsible for the conduct of any other user of our Site or social media accounts.
- e. By making available any user content on our Site or social media, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.
- f. You agree that you are solely responsible for all User Content that you make available on or through our Site or social media. You represent and warrant that you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms);

- g. If at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- h. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- i. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary rights. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.
- j. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

11. Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

- a. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- b. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- c. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- d. In no case shall TASTY GRAPES, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the

service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

12. Personal Information

- a. Your submission of personal information through the store is governed by our Privacy Policy.

13. Optional Tools and Third Party Links

Your submission of personal information through the store is governed by our Privacy Policy.

- a. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- b. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- c. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- d. We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.
- e. Certain content, products and services available via our Service may include materials from third-parties.
- f. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- g. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

14. Indemnification

- a. You agree to indemnify, defend and hold harmless TASTY GRAPES and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

15. Termination

- a. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- b. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- c. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

16. General Conditions

- a. We reserve the right to refuse service to anyone for any reason at any time.
- b. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- c. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any content on the website through which the service is provided, without express written permission by us.
- d. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.
- e. **Errors, inaccuracies and Omissions:** Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.
- f. **Amendments or changes:** We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates

and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes. You can review the most current version of the Terms of Service at any time at this page.

- g. **Governing law:** These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Hong Kong. The Site is not intended for individuals under the age of 18. By using our website and ordering from us, you automatically agree to our terms and that you are not under the age of 18.
- h. **Entire agreement:** The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.
- i. **Prohibited use:** In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.
- j. **Severability:** In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.