



WINE CLUB AGREEMENT

813-995-WINE (9463)
3901 Land O Lakes Blvd.
Land O Lakes, FL 34639

If you have any questions with respect to these Terms, please ask a staff member or contact us at (813)995-9463. Your acceptance of these Terms creates a binding contract governing the terms of your membership in the Land O Lakes Winery Wine Club (the “Club”) and no other statements, representations, materials or related information will alter or amend these Terms, except as specifically referenced in these Terms and such revisions to these Terms instituted by Land O Lakes Winery as in accordance with these Terms.

1. **Membership Benefits; Accounts** Subject to such limitations and exceptions as applicable, including as otherwise set forth in these Terms, Club members are entitled to receive the Winemaker’s selected monthly wine (or such other designated wine as applicable to the particular membership of the member) and additional Club member benefits as provided from time to time by Land O Lakes Winery. The member benefits are presented in more detail on the Wine Club Benefits page available under the Wine Club tab at Land O Lakes Winery’s website located at www.landolakeswinery.com (the “Website”). Only individuals, and not corporations or businesses, are eligible to enroll as members. Only one person can be enrolled per Club membership, and accounts under the same name and address will automatically be combined. Notwithstanding anything published to the contrary with respect to Club benefits, not all Club membership benefits are the same for all members, and some special promotional offers, benefits and communications may be based on Club participation, information supplied by the member or the volume or type of purchases made by a member. You must present your Land O Lakes Winery Wine Club Membership Card with every transaction in order to receive Club benefits and to assure accurate tracking of your membership benefits. In order to be eligible for membership benefits your account must be (1) open, (2) in good standing and (3) current membership fees must have been paid. Abuse of Club membership (for example, by failing to follow the Terms, allowing others to use your membership or other improper conduct as determined by Land O Lakes Winery in its sole discretion) may result in termination of your membership and disqualify you from future Club participation. In the event of any issues or discrepancies regarding membership benefits, Land O Lakes Winery Member Services must be notified within 30 days of your original transaction by calling (813)995-9463.
2. **Monthly Wine Availability** Club members acknowledge that certain wine selections may not be available at the time of your purchase. Land O Lakes Winery, in its sole discretion, may substitute other wine for wine that is no longer available or out of stock without any adjustment or refund.
3. **Fees.** All fees for Monthly Club memberships and associated charges are automatically billed to your credit card. If your membership is a monthly membership, membership fees will be prorated daily from registration date through the end of the month. This may be paid by cash, or credit card at the onset of joining the Monthly Wine Club. Thereafter, membership fees will be charged on the 1st day of the following month (which will be the Effective Date) and every month thereafter until termination of the Membership. **Example:** *If Member joins the Monthly Wine Club on the 15th of October, payment is made on that date prorated entitling Membership Benefits through and including the October 31st or 17 days. On November 1st (Effective Date), the 1st monthly payment will be automatically charged for the following period.* If you have purchased a gift membership, the fees for the entire period of the gift membership are charged up-front. All fees charged, including for gift memberships, are non-refundable except as expressly set forth in these Terms. Notwithstanding when fees are billed to a member, all Club benefits are activated

promptly following registration in the Club. Annual Memberships are paid for in advance and effective on date of registration and remain in effect until the same date of the following year.

4. **Membership Term, Changes and Renewal** All Monthly Memberships, except for gift memberships which last for the specified term of the gift membership purchased, are on a month to month basis, and your membership automatically renews each month on the anniversary date of the Effective Date the following month and every month thereafter until termination of the monthly membership. In addition, it is your responsibility to inform Land O Lakes Winery of any changes to your membership record and information including changes to your payment information. Changes to your membership account and information, other than cancellations, may be submitted in person or by calling The Winery at (813) 995-9463. Membership cancellations may only be submitted in person. If you wish to cancel your membership, you must let us know at least five (5) business days before the next payment is due. Upon termination, your Membership Benefits will cease, and any fees already charged for any membership, are non-refundable. Fees will be due for any cancellations or changes not submitted prior to the Club's processing time for a particular charge, as specified herein.
5. **Limitations; Legal Compliance** Member discounts and benefits are not valid with other special offers or discounts offered in our store. Member benefits are non-transferable. Land O Lakes Winery is not engaged in the shipping or importing of wine. Wines will be provided only to persons who are at least 21 years old. In joining the Club, you represent to Land O Lakes Winery that you are at least 21 years. When your wine is picked up, the person receiving the product will be required to show identification proving Club membership and that he or she is at least 21 years old. Wines provided by the Club are not for resale and are for personal consumption only. Land O Lakes Winery has the right to terminate or suspend the Club, or your membership in the Club, at any time and for any reason whatsoever, including, without limitation, following a change in law.
6. **Unavoidable Delay** In the event of any circumstances outside of the control of Land O Lakes Winery and which prevent, hinder or delay Land O Lakes Winery from performing its obligations, including but not limited to acts of God, earthquake, flood, severe weather conditions, or other natural calamity, strikes, insurrection or acts of terror, governmental action or inaction, Land O Lakes Winery's obligations will be suspended for the term of such event or Land O Lakes Winery may elect to cancel the Club or Club membership for the affected members.
7. **Disclaimer** YOU UNDERSTAND AND AGREE THAT YOUR MEMBERSHIP IN THE CLUB, THE GOODS AND SERVICES PROVIDED BY LAND O LAKES WINERY AND ALL OTHER BENEFITS RELATED TO THE CLUB ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. LAND O LAKES WINERY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LAND O LAKES WINERY WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR RELATED TO YOUR MEMBERSHIP IN THE CLUB OR ANY GOODS, SERVICES OR BENEFITS YOU RECEIVE OR FAIL TO RECEIVE FROM THE CLUB, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT LAND O LAKES WINERY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. By joining the Club, you agree to defend, indemnify, and hold harmless Land O Lakes Winery and its affiliates, and their respective owners, officers, directors, employees, representatives and agents, from and against any and all losses, claims, damages, costs and expenses related to your misrepresentation as to any information provided to the Club, your breach of any of these Terms or any misuse of any goods, services or other benefits of Club membership.
8. **Personal Information** Land O Lakes Winery requires certain personal information from you to verify and administer your Club membership, and you agree that you have freely provided that information. Any

personally identifying information you provide to Land O Lakes Winery or affiliated companies may be used for our internal business and for account management, customer service and related purposes; however, your personally identifying information will not be sold, licensed or disclosed to any parties other than Land O Lakes Winery’s affiliates. You authorize Land O Lakes Winery to send you marketing communications and special offers as part of your membership benefits. To change your Marketing Preferences, please notify us in person, by phone or in writing. Notwithstanding any other statements or representations contained here or elsewhere, Land O Lakes Winery reserves its right to disclose any information in its possession if it is required to do so by law or legal process, or if it believes, in good faith, that such a disclosure is necessary to comply with law or legal process, to defend its rights or to respond to an emergency situation. If you are concerned about the information you have provided to Land O Lakes Winery, or have any questions regarding the retention of that information, please contact us at (813) 995-9463. Land O Lakes Winery will make reasonable efforts to resolve any concerns.

9. **Governing Law; Venue** These Terms are governed by the substantive laws of the State of Florida, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the state and federal courts residing in Pasco County, Florida with respect to any dispute, disagreement, or cause of action related to or involving these Terms or the Club. **YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE AFOREMENTIONED COURTS AND WAIVE ANY OBJECTION WHICH YOU MAY HAVE AT ANY TIME TO THE VENUE OF ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE CLUB AND YOU IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**
10. **Miscellaneous** If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver shall be deemed a further or continuing waiver of such term or any other term. These Terms constitute the entire agreement between you and Land O Lakes Winery with respect to your membership in the Club and the goods, services and benefits provided by Land O Lakes Winery and related to the Club.
11. **Change in Terms** These Terms shall remain in full force and effect while you are a member of the Club, and only Land O Lakes Winery may, in its sole discretion, modify the Terms or add or delete any of the Membership rules, conditions, benefits or rewards, in whole or in part. Land O Lakes Winery may make any such changes at any time, with or without notice. Provided, however, that any revision shall not apply to disputes of which Land O Lakes Winery had notice on or before the date the change or revision is instituted. To review the most recent version of these Terms, please regularly visit the Wine Club tab on the Website.
12. **Acknowledgment of Agreement** By signing this Land O Lakes Winery Wine Club Membership Application you acknowledge and agree that you have read these Terms and Conditions (the “Terms”), understand them, and agree to be legally bound by them.

Signature

Date