



CITIZEN PACKAGE TERMS AND CONDITIONS

Valid from: Friday 25th October 2019

1. Definitions

- In this document the following words shall have the following meanings:
- “Buyer” means the organisation or person who buys Goods from the Seller;
- “Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;
- “Delivery date” means the date specified by the Seller when the Goods are to be delivered;
- “Goods” means the articles specified within the Citizens package(s) to be supplied to the Buyer by the Seller;
- “Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- “Price” means the price set out in the list of prices of the Goods maintained by the Seller as amended from time to time or such other price as the parties may agree in writing plus such carriage, packing, insurance or other charges or interest on such as may be quoted by the Seller or as may apply in accordance with these conditions;
- “Seller” means Republic of Fremantle Distilling Co, 3 Pakenham Street, Fremantle.

2. General

- All Goods will be available to purchase from Friday 25th October until Thursday 19th December 2019. The Seller reserves the right to change the dates at any time.
- If one or any of the Preferential Perks are unable to be fulfilled due to the Buyers circumstances the Seller will not refund or part refund any costs.
- All Goods are only available to purchase by those who are over the age of 18 years old.
- Anticipated shipping date is March 2020.

3. Force Majeure

- The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may without liability on its part, terminate the contract or any part of it.

4. Shipping

- Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.
- The Seller shall be entitled to deliver the Goods by instalments and where the Goods are so delivered, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat any other related contract as repudiated.

- Where the Buyer requires delivery of the Goods by instalments, rescheduling requires the Seller's written agreement and will not be possible unless at least 3 month's written notice is provided and so agreed. Each delivery shall constitute a separate contract and failure by the Buyer to pay the Price in respect of any instalment shall entitle the Seller to treat any other related contract as repudiated in addition to any other rights of the Seller pursuant to these Conditions.
- Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date.

5. The Goods

Count Me In! Citizen

Products:

One Bottle of Republic of Fremantle Aromatic Gin

- A bottle of Republic of Fremantle Aromatic Gin is 500 ml and 42% ABV.
- The tasting notes provided by the Seller as a description for each product is given by way of explaining the flavour profile of each product and the use of such description should be used as an informal not literal guide to the flavour profile of each product.
- Please note that following the Buyers purchase, the Buyers product selection is not changeable.
- If the Buyer has made a genuine error in selection after payment, please notify the Seller via email within 48 hours, please note it is not guaranteed that the Seller will be able to accommodate the Buyers request but will do so if possible.
- The Seller has the right to send an alternative product should the Buyers original selection become unavailable. The Seller will notify the Buyer of this in advance of sending out the Goods.
- In the unfortunate case of the Buyers product being damaged upon receipt, please contact the Seller via email immediately.

Preferential Perks:

A Republic of Fremantle Coin to spend at 3 Pakenham Street during the month of your Birthday - food & beverage to the value of \$50.00

- The Republic of Fremantle Coin is worth the value of \$50.00.
- Should spend be less than \$50.00 the Buyer may not receive the difference in amount in cash.
- The Republic of Fremantle Coin is non transferrable and can only be replaced with an electronic voucher to the same value amount, which must be indicated at the time of Goods purchase.
- The Republic of Fremantle Coin can only be used to purchase food and beverage up to the value of \$50.00. Any additional food and/or beverage spend may be paid in cash or by card by the Buyer.
- The Republic of Fremantle coin can only be spent at the venue located at 3 Pakenham Street, Fremantle, WA.
- Unfortunately, if the Buyer loses their Republic of Fremantle coin prior to spend, the Buyer is not entitled to a replacement coin from Republic of Fremantle.
- If the Buyer resides outside of Western Australia or can't make it to the Republic of Fremantle distillery the Seller will issue an electronic voucher for future online purchases on the brand website in lieu of a Republic of Fremantle coin. This option must be indicated (in the notes section at check out) at the time of purchase.

Invitation to Republic of Fremantle pre-launch 'Citizens' Open Day at the distillery

- The pre-launch Open Day admits two people.
- Communication about the pre-launch Open Day with full details will be sent to the email address the Buyer provided when purchasing the Goods.
- If the Buyer unsubscribes to the general newsletter prior to receiving information about the pre-launch Open Day, the Seller cannot be held accountable for not informing the Buyer of the pre-launch Open Day.

- If the Buyer unsubscribed from the 'First Look' e-newsletter and re-subscribed on www.republicoffremantle.com to the newsletter prior to receiving information about the pre-launch Open Day, the Seller cannot be held accountable for not informing the Buyer of the pre-launch Open Day.

Subscription to the 'First Look' e-newsletter - sent 24 hours before all other subscribers

- Buyers who have purchased any of the Goods and opted in to receive newsletters will be subscribed to the 'First Look' e-newsletter.
- The Buyer is free to unsubscribe from the 'First Look' e-newsletter at any time, please note if the buyer unsubscribes and re-subscribes on www.republicoffremantle.com the Buyer will no longer be eligible to receive the 'First Look' e-newsletter.

You Had Me at 'Gin' Citizen

Products:

One Bottle of Republic of Fremantle Aromatic Gin and one bottle of Republic of Fremantle Full Bodied Gin.

- A bottle of Republic of Fremantle Aromatic Gin is 500 ml and 42% ABV.
- A bottle of Republic of Fremantle Full Bodied Gin is 500 ml and 42% ABV.
- The tasting notes provided by the Seller as a description for each product is given by way of explaining the flavour profile of each product and the use of such description should be used as an informal not literal guide to the flavour profile of each product.
- Please note that following the Buyers purchase the Buyers product selection is not changeable.
- If the Buyer has made a genuine error in selection after payment, please notify the Seller via email within 48 hours, please note it is not guaranteed that the Seller will be able to accommodate the Buyers request but will do so if possible.
- The Seller has the right to send an alternative product should the Buyers original selection become unavailable. The Seller will notify the Buyer of this in advance of sending out the Goods.
- In the unfortunate case of the Buyers product being damaged upon receipt, please contact the Seller via email immediately.

Preferential Perks:

A Republic of Fremantle Coin to spend at 3 Pakenham Street during the month of your Birthday - food & beverage to the value of \$50.00

- The Republic of Fremantle Coin is worth the value of \$50.00.
- Should spend be less than \$50.00 the Buyer may not receive the difference in amount in cash.
- The Republic of Fremantle Coin is non transferrable and can only be replaced with an electronic voucher to the same value amount, which is at the time of Goods purchase.
- The Republic of Fremantle Coin can only be used to purchase food and beverage up to the value of \$50.00. Any additional food and/or beverage spend may be paid in cash or by card.
- The Republic of Fremantle coin can only be spent at the venue located at 3 Pakenham Street, Fremantle, WA.
- Unfortunately, if you lose your Republic of Fremantle coin prior to spend you are not entitled to a replacement coin from Republic of Fremantle.
- If the Buyer resides outside of Western Australia or can't make it to the Republic of Fremantle distillery the Seller will issue an electronic voucher for future online purchases on the brand website in lieu of a Republic of Fremantle coin. This option must be indicated (in the notes section at check out) at the time of purchase of the Goods.

Make a bottle of your own Gin at the Republic of Fremantle Gin Experience

- The experience is valid for one person.
- The Republic of Fremantle Gin Experience cannot be is non-transferable and cannot be exchanged for a cash equivalent.
- The Buyer must book into the Republic of Fremantle Gin Experience via the online booking system on the brand website. Buyers will be notified of available booking opportunities via the Republic of Fremantle newsletter.
- The Buyer must respect booking conditions - if the Buyer is unable to attend The Republic of Fremantle Gin Experience the Buyer must notify the Seller at least 5 working days before the booking.
- If the Buyer is unable to redeem the Gin Experience then the Seller will send the Buyer a complimentary bottle of Republic of Fremantle spirit. Please contact the Seller via email.
- If the Buyer resides outside of Western Australia or can't make it to the Republic of Fremantle distillery for the Gin Experience, then the Seller will send the Buyer a bottle of Republic of Fremantle spirit. This option must be indicated at the time of purchase (in the notes section at check out) of the Goods.

Invitation to Republic of Fremantle pre-launch 'Citizens' Open Day at the distillery

- The pre-launch Open Day admits two people.
- Communication about the pre-launch Open Day with full details will be sent to the email address the Buyer provided when purchasing the Goods.
- If the Buyer unsubscribes to the general newsletter prior to receiving information about the pre-launch Open Day, the Seller cannot be held accountable for not informing the Buyer of the pre-launch Open Day.
- If the Buyer unsubscribed from the 'First Look' e-newsletter and re-subscribed on www.republicoffremantle.com to the newsletter prior to receiving information about the pre-launch Open Day, the Seller cannot be held accountable for not informing the Buyer of the pre-launch Open Day.

Subscription to the 'First Look' e-newsletter - sent 24 hours before all other subscribers

- The Republic of Fremantle 'First Look' e-newsletter will be sent to the email the Buyer provided when purchasing the Goods.
- If the Buyer wishes to change their email address they must contact the Seller in order to do this.
- Buyers who have purchased any of the Goods and opted in to receive newsletters will be subscribed to the 'First Look' e-newsletter.
- The Buyer is free to unsubscribe from the 'First Look' e-newsletter at any time, please note if the buyer unsubscribes and re-subscribes on www.republicoffremantle.com the Buyer will no longer be eligible to receive the 'First Look' e-newsletter.

A True Believer Citizen

Products:

One Bottle of Republic of Fremantle Aromatic Gin, one bottle of Republic of Fremantle Full Bodied Gin and one bottle of the Republic of Fremantle Signature Vodka.

- A bottle of Republic of Fremantle Aromatic Gin is 500 ml and 42% ABV.
- A bottle of Republic of Fremantle Full Bodied Gin is 500 ml and 42% ABV.
- A bottle of Republic of Fremantle Signature Vodka is 500 ml and 42% ABV.
- The tasting notes provided by the Seller as a description for each product is given by way of explaining the flavour profile of each product and the use of such description should be used as an informal not literal guide to the flavour profile of each product.
- Please note that following the Buyers purchase, the Buyers product selection is not changeable.
- If the Buyer has made a genuine error in selection after payment, please notify the Seller via email within 48 hours, please note it is not guaranteed that the Seller will be able to accommodate the Buyers request but will do so if possible.
- The Seller has the right to send an alternative product should the Buyers original selection become unavailable. The Seller will notify the Buyer of this in advance of sending out the Goods.
- In the unfortunate case of the Buyers product being damaged upon receipt, please contact the Seller via email immediately.

Preferential Perks:

A Republic of Fremantle Coin to spend at 3 Pakenham Street during the month of your Birthday - food & beverage to the value of \$50.00

- The Republic of Fremantle Coin is worth the value of \$50.00.
- Should the Buyers spend be less than \$50.00, the Buyer may not receive the difference in amount in cash.
- The Republic of Fremantle Coin is non transferrable and can only be replaced with an electronic voucher to the same value amount, which is to be indicated at the time of Goods purchase.
- The Republic of Fremantle Coin can only be used to purchase food and beverage up to the value of \$50.00. Any additional food and/or beverage spend may be paid by the Buyer in cash or by card.
- The Republic of Fremantle coin can only be spent at the venue located at 3 Pakenham Street, Fremantle, WA.
- Unfortunately, if the Buyer loses their Republic of Fremantle coin prior to spend the Buyer is not entitled to a replacement coin from Republic of Fremantle.
- If the buyer resides outside of Western Australia or can't make it to the Republic of Fremantle distillery the Seller will issue an electronic voucher for future online purchases on the brand website in lieu of a Republic of Fremantle coin. This option must be indicated (in the notes section at check out) at the time of purchase of the Goods.

Make a bottle of your own Gin at the Republic of Fremantle Gin Experience

- The experience is valid for two people.
- The Republic of Fremantle Gin Experience is non-transferable and cannot be exchanged for a cash equivalent.
- The Buyer must book into the Republic of Fremantle Gin Experience via the online booking system on the brand website. The Buyer will be notified of available booking opportunities via the Republic of Fremantle newsletter.
- The Buyer must respect booking conditions - if the Buyer is unable to attend the Republic of Fremantle Gin Experience the Buyer must notify the Seller at least 5 working days before the booking.
- If the Buyer resides outside of Western Australia or can't make it to the Republic of Fremantle distillery for the Gin Experience, then the Seller will send you a bottle of Republic of Fremantle spirit. This option must be indicated (in the notes section at check out) at the time of purchase of the Goods.

Afternoon experience in the distillery with our Master Distiller. An intimate insight into the process of distillation; tastings and the art of distilling.

- The experience is valid for four people.
- The Republic of Fremantle Distillery Experience cannot be exchanged for a cash equivalent.
- The Buyer must book into the Republic of Fremantle Distillery Experience via email.
- The Buyer must respect booking conditions - if the Buyer and guests are unable to attend the Republic of Fremantle Gin Experience, the Buyer must notify the Seller at least 5 working days before the booking.
- The Buyer and guests must agree to respect and adhere to the rules of the distillery and agree to abide by health and safety regulations prior to the tour.
- If you reside outside of Western Australia or you can't make it to the Republic of Fremantle distillery for the Gin Experience, then the Seller will send the Buyer a bottle of Republic of Fremantle spirit. The Buyer must indicate this option at the time of purchase (in the notes section at check out) of the Goods.