



New Zealand Wine

Event Participation Terms And Conditions

1 Introduction

1.1 These Terms apply to participation in an Event, as defined in clause 2.2 below, organised by or on behalf of New Zealand Winegrowers Incorporated (NZW).

1.2 These Terms should be read together with the schedule of terms and conditions for a specific Event (Schedule).

2 Definitions

2.1 Board means the NZW Board.

2.2 Event means an event for which NZW is the Organiser (or where NZW organises participation in a wider event), and where Participating Wineries pay a Fee to participate. For the avoidance of doubt, if an Event has specific terms and conditions provided by NZW, those terms and conditions will take precedence.

2.3 Fee means the fee payable in the Schedule for participation in an Event.

2.4 Levies means any amounts payable to NZW pursuant to the Commodity Levies (Winegrapes) Order 2022, the Wine (Grape Wine Levy) Order 2022 and/or the Biosecurity (Response—Winegrapes and Grape Wine Levy) Order 2020.

2.5 Organiser means NZW and includes person employed or engaged by NZW for the purposes of organising any aspect of an Event.

2.6 Participating Wine is a wine entered into an Event by a Participating Winery or NZW.

2.7 Participating Winery means any winery who has registered for an Event, including wineries who have registered for Joint or Group Participation pursuant to clause 6.

2.8 Schedule means the schedule produced by NZW for an Event.

2.9 Terms means these Event Participation Terms and Conditions, and includes the Schedule for a particular Event.

3 Interpretation

3.1 In this Agreement, unless the context otherwise requires:

(a) references to clauses means references to clauses in these Terms;

(b) the plural includes the singular and vice versa;

(c) a person includes any individual, firm, corporation, association of persons (corporate or not), trust, government department or municipal authority (in each case whether or not having separate legal personality);

(d) a reference to any document or agreement includes a reference to any document or agreement as amended, novated or replaced; and

(e) an obligation not to do something includes an obligation not to suffer, permit or cause that thing to be done.

4 Purpose of User Pays Events

4.1 NZW hosts premium wine events in various target markets. Some of these are Events (as defined in clause 2.2).

4.2 The objective of Events is to promote the New Zealand wine brand by providing a platform

for individual wineries to collectively promote their brands at premium wine events hosted by NZW in target markets throughout the year.

4.3 By taking part in an Event, Participating Wineries will receive event-focused support and expertise from NZW with the aim of helping to increase Participating Wineries' presence in, and insights into, the targeted markets, and to raise awareness among Participating Wineries as to what they need to do to achieve increased market growth in the future.

4.4 While the aim of these Events is to promote and facilitate trade opportunities for Participating Wineries, the Organiser cannot guarantee any particular outcomes from participation in any Event.

5 Conditions of participation

5.1 Eligibility: Only NZW members that have paid their Levies in full are eligible to participate in Events.

5.2 Registration: Wineries or their agents must register to participate in any Event by completing the relevant entry form specified by the Organiser. By registering, they agree to these Terms.

5.3 Fee and provision of wines/other collateral: Participating Wineries must pay the applicable Fee by the deadline(s) specified in the Schedule, and comply with any other requirements in the Schedule (eg around providing wine for the event). If the Fee is not paid in full by the time of the Event, or the other requirements in the Schedule are not complied with, then the winery cannot participate in the Event. In that situation, no refunds will be provided.

5.4 Participation in Event at NZW's discretion: Notwithstanding clause 5.1 above, NZW may at any stage refuse or permit participation in any Event at its sole discretion, including refusal on the basis that it considers participation may potentially harm the reputation of NZW or New Zealand wine. Should NZW take the step of refusing participation under this clause 5.4, any Fee that has already been paid for the relevant Event will be refunded in full.

5.5 Eligibility of Participating Wines: Participating Wines must –

(a) be wholly made, processed and matured in New Zealand. Participating Wines must be made entirely from grapes grown in New Zealand;

(b) comply with all applicable legislative requirements relating to the composition and labelling of wine; and

(c) if the wine is from vintage 2010 onwards, meet the NZW Sustainability Policy and the NZW Vineyard Registration Policy. To register a wine, go to portal.nzwine.com, click on "Wine Registration" at the top or bottom of the page.

5.6 What registration provides: Each Participating Winery will receive brand exposure at the Event and an entry into the Event materials which may include, where appropriate, logo, winery synopsis, contact details and a list of wines on show.

5.7 Attendance by Participating Winery representatives: If the Event has both trade and consumer elements, a Participating Winery must attend all trade and consumer sessions. If a Participating Winery chooses to leave a session, they will be charged an additional 25% of the total Fee.

5.8 Showing of unregistered/unpaid wines: If a Participating Winery shows more wines that they have registered and/or paid for, they will be invoiced for these extra wines at a cost consistent with the Fee.

5.9 Showing of wines from a non-Participating Winery: Participating Wineries are not permitted to show wines on behalf of any non-Participating Winery. Any Participating Winery found to be in breach of this clause may be excluded from participation in the relevant Event with no refund of any Fee paid.

5.10 Oversubscribed Events: If an Event is oversubscribed, the Organiser will select the Participating Wineries at its sole discretion.

5.11 Reducing level of participation: After registration, if a Participating Winery decides to

reduce its level of participation in an Event (eg by exhibiting fewer Participating Wines), no reduction in the Fee will be given.

5.12 Privacy: Participating Wineries must comply with the privacy statement on the NZW website (available online at www.nzwine.com/en/privacy-policy). If information about Event attendees is provided, Participating Wineries must comply with directions given by the Organiser about how the information can be used (eg in some cases Participating Wineries may be able to email attendees directly following the Event, while in others the attendee information may only be 'for your information'). Information provided about Event attendees must not be passed on to third parties by Participating Wineries.

5.13 Directions: Participating Wineries must comply with the directions and requests of the Organiser. Without limitation, directions and requests of the Organiser may apply to the logistical and structural set-up of an Event, the conduct of the Participating Winery at the Event and health and safety matters.

5.14 Breach of these Terms: Any Participating Winery found to be in breach of these Terms, or any Participating Winery who is found to have engaged in actions that may bring the industry into disrepute or compromise the integrity of the Event as determined by the Organiser, may be excluded from participation in the Event and any Fee forfeited.

6 Joint and Group participation in Events

6.1 Joint and Group participation enables Participating Wineries to share the Fee. If the Schedule for an Event permits participation in that Event by multiple wineries sharing a single space/registration/table, the following additional provisions in this clause 6 apply.

6.2 For the purposes of these Terms:

- (a) Joint Participation means participation by two wineries sharing a single registration; and
- (b) Group Participation means participation by three to five wineries sharing a single registration under an umbrella brand.

6.3 To register:

- (a) For Joint Participation, both wineries or their agents must register and indicate the winery with whom their registration will be shared.
- (b) For Group Participation, one winery or their agent must register on behalf of the group and provide information about the other wineries who will be part of the group.

6.4 Payment of the Fee in cases of Joint or Group Participation:

- (a) For Joint Participation, the Fee is split equally and invoiced directly to both wineries.
- (b) For Group Participation, the Organiser will invoice the Participating Winery or agent that completed the registration form on behalf of the group. That Participating Winery or agent will be responsible for payment of the Fee. However, if the group wishes to be invoiced separately, this must be indicated on the registration form.

If the Participating Wineries are being invoiced separately, the division of the Fee will be calculated proportionately based on the number of Participating Wines they are exhibiting. In that situation, each Participating Winery would also be invoiced an additional administration fee of \$85. For example, if a group of five Participating Wineries is exhibiting two wines each (10 in total), then each Participating Winery would be invoiced 20% of the Fee, plus the \$85 administration fee (if being invoiced separately).

6.5 Entitlements for table space, catalogue space etc for Joint and Group Participation will be at the discretion of the Organiser.

6.6 For Group Participation there must be one point of contact for all communications with the Organiser.

7 Event Changes

7.1 Where the date and/or format of an Event is changed due to circumstances beyond the Organiser's control, the Organiser will give Participating Wineries as much notice as possible of the changes. The Participating Winery's registration will automatically apply to the amended Event. The Organiser will not be liable for any additional costs or other liabilities that may be

incurred by Participating Wineries as a result of the changes (eg additional travel costs).

7.2 Where the format of an Event has been changed in a way that results in reduced running costs for that Event, the Programme Organiser may, at its sole discretion, offer a partial refund to Participating Wineries.

8 Cancellation by Participating Winery

8.1 If a Participating Winery cancels its participation in an Event, the amount of any refund (if applicable) will be determined according to the Schedule.

8.2 If the Fee or any part thereof has not been paid prior to the Participating Winery cancelling their participation, the Participating Winery is still responsible for and will be invoiced for any outstanding portion of the Fee (eg if a 50% refund is due at the time of cancellation but only 25% of the Fee has been paid, then the Participating Winery would still be invoiced for, and required to pay, the additional 25%).

8.3 Additional refunds may be paid by the Organiser in exceptional circumstances and at its sole discretion.

9 Cancellation by NZW

9.1 While the Organiser intends to proceed with Events as planned and may vary Events pursuant to clause 7, in some cases an Event may be cancelled. The Organiser reserves the right to cancel any Event at its sole discretion, and will not be liable for any costs or other liabilities incurred by Participating Wineries relating to a cancelled Event (e.g. travel, accommodation).

9.2 The Organiser will provide as much advance notice as possible to Participating Wineries in the case of an Event having to be cancelled.

9.3 Refunds of some or all of the Fee may be given at NZW's sole discretion, and may take into account the circumstances of the cancellation and any reasonable costs already incurred.

10 NZW table

10.1 At its discretion, the Organiser may set up an NZW table for Participating Wineries who are not able to attend and who cannot send, or do not have, an agent. Placing Participating Wines on the NZW table gains exposure and often establishes agent/distribution contacts.

10.2 Wine on the NZW table will be poured by the Organiser or the Organiser's representative (eg a local sommelier assisting with the Event).

10.3 Participating Wineries on the NZW table will have branding in the Event materials.

11 Accuracy of information, publicity and conduct of Participating Wineries

11.1 Any advertising, promotion or publicity relating or referring to the Event must not be false, misleading or deceptive. Participating Wineries must ensure the information they supply to the Organiser is truthful, accurate and not misleading.

11.2 If a Participating Winery becomes aware that any information supplied to the Organiser does not comply with clause 11.1 above, they must notify the Organiser as soon as possible.

The Organiser will take reasonable steps to correct any errors (eg by correcting a synopsis or removing a Participating Wine). If the Organiser incurs any costs in doing so, these costs will be passed on to the Participating Winery.

11.3 The Organiser does not accept any responsibility or liability for any loss or damage related to any advertising, promotion or publicity about an Event, Participating Wine or Participating Winery.

12 Wine service at Events

12.1 The primary role of Participating Wineries at Events is to conduct business with trade, media and consumers who may be at these Events, including the pouring and tasting of samples.

12.2 While tasting wine is an integral part of these Events, consumption must at all times be moderate and responsible.

12.3 Participating Wineries must ensure that any service of wine (in the form of tastings or otherwise) undertaken by them is responsible and, in particular, that they seek to prevent

intoxication and refuse service to minors or those who appear to be intoxicated.

12.4 Participating Wineries must comply with the licensing arrangements at Event venues.

12.5 The Organiser reserves the right to exclude any Participating Winery representative who is visibly intoxicated or who behaves in a manner that may bring the Event, the Organiser, or the reputation of New Zealand wine into disrepute. If this means that a Participating Winery stand is left unattended, the Organiser will endeavour to ensure that the Participating Winery's stand is staffed and wines poured on the Participating Winery's behalf. However, if the Organiser incurs any costs in doing so, these costs will be passed on to the Participating Winery in question.

12.6 Exclusion of any Participating Winery representative from an Event will be notified to the Participating Winery as soon as possible.

13 Disputes

13.1 If any dispute arises as to the interpretation or application of these Terms, it must be referred to NZW for decision. NZW's decision is final.

14 Debt Recovery

14.1 If a Participating Winery fails to pay the Fee, any part of the Fee and/or any penalties due to the Organiser (eg under clause 5.7 above), the Organiser may restrict that Participating Winery from participating in all Events until payment is received in full. For payments overdue by 90 days or longer, the Participating Winery's non-payment will be reported to the Board at the next Board meeting.

14.2 Any amounts outstanding after 120 days will be transferred to a debt collection company for recovery. The Participating Winery will also be liable for any costs incurred by the Organiser in recovering outstanding amounts.

15 Insurance and indemnity

15.1 Participating Wineries are solely responsible for arranging insurance in respect of any loss or damage arising from their participation in any Event.

15.2 The Organiser recommends that Participating Wineries take out an 'all risks' business insurance policy on all Participating Wines submitted for Events. Freight companies and organisers may have liability limits on individual bottles which means they will only pay a percentage of the value of a bottle.

15.3 The Organiser recommends that Participating Wineries take out comprehensive travel and medical insurance before any representatives travel to Events.

15.4 The Organiser accepts no responsibility for:

- (a) the safety or integrity of Participating Wines; or
- (b) any loss or damage caused or incurred in any way by Participating Wineries from participation in any Event.

15.5 Participating Wineries agree to indemnify the Organiser for any direct loss or damage which arises directly out of their gross negligence, willful misconduct or breach of these Terms.

16 Freight

16.1 Any consolidated freight service (storage, handling and shipping of wine samples) that may be provided for an Event is intended for Participating Wineries and Participating Wines for that Event only.

16.2 If a freight service is offered, the provision of that service is not included within the Fee and will be invoiced to the Participating Wineries separately by the freight company.

16.3 Non-Participating Wineries cannot use this freight service nor can Participating Wineries include additional wine, or any other items (eg promotional material) unless agreed in advance with the Organiser. This can jeopardise the delivery of the entire shipment to its destination.

16.4 Any costs incurred by the Organiser from a breach of this clause by a Participating Winery will be invoiced to that Participating Winery.

Schedule

| | | | |
|--|--|---------------|--|
| Name of Event | Wine Paris 2026 | | |
| Location | <i>Exhibition hall Paris Expo Porte de Versailles, Paris, France.</i> | | |
| Date(s) | <i>February 9th to 11th 2026</i> | | |
| Participation options available | Registration Options | NZD \$ | |
| | Standard Booth * | \$12000 | |
| | Premium Booth ** | \$21000 | |
| | Super Premium Booth *** | \$27000 | |
| | Super Premium Booth+ **** | \$35000 | |
| | <p>* Standard Booth (counter 0.5m length, access to book shared meeting tables, shared storage cupboard & shared fridge under the counter)</p> <p>** Premium Booth (counter 1m length, private meeting table to seat 4, private storage & fridge per booth)</p> <p>*** Super Premium Booth (counter 2m length, private meeting tables x 2 to seat 4, private storage & fridge per booth)</p> <p>**** Super Premium Booth+ (counter 0.5m x 4, private meeting tables x 2 to seat 6, private storage & fridge per booth)</p> <p>Included in all options: Event management Display logo & company name Equipment (Glassware, spittoons, ice buckets, ice) Online catalogue listing for all products Consolidated shipment organisation via JM Harris Auckland (shipping cost not included) Catering (lunch, refreshments, coffee, bottled water, post show drinks) Wifi</p> <p><i>See item 2 of 'Additional conditions' below</i></p> | | |
| Fee | The Fee to participate in the Event is NZD 12000 for the Standard Booth, NZD 21000 for the Premium Booth, NZD 27000 for the Super Premium Booth and NZD 35000 for the Super Premium Booth+. This will be invoiced by NZW in full on receipt of an application and must be paid to the nominated account within 30 days. | | |
| Participating Wines | Wineries are recommended to show a maximum of 6 SKU's on the Standard booth, 6-12 SKU's on the premium booth 12-18 SKU's on the super premium booth and 18-24 SKUs on the super premium booth+. 6 bottles are recommended as samples per SKU. | | |
| Cancellation policy | Where a Participating Winery cancels its participation in the Event, due to costs borne by NZW, no refund will be payable. NZW may, at its | | |

| | |
|------------------------------|---|
| | discretion, attempt to find another NZW member to take over the Participating Winery's booth. If so, NZW will refund the Fee paid to it after deduction of reasonable expenses. |
| Additional conditions | <p>1) All wines entered into this Event must adhere to the NZW Sustainability Policy which states that wines are eligible to be entered into a NZW events as long as they are 100% certified by a recognised sustainability programme (SWNZ, BioGro, AsureQuality and Demeter certifications).</p> <p>2) The Participating Winery's participation option (i.e. booth) is dependent on NZW receiving the Event space and is guaranteed only once NZW has received confirmation of this from the Event organisers. Notwithstanding the cancellation policy above, if this confirmation is not received, NZW will refund any Fee already paid to it.</p> |