

HER Food & Wine Club

Membership & Event Terms - Version 2

Effective: 2026 | ABN 74 798 228 525

Brisbane | Gold Coast | Sydney | Australia

Important: These Terms govern HER memberships and standard HER events. Separate booking conditions may apply to multi-day trips, accommodation packages, tours and other substantial travel experiences. Nothing in these Terms excludes, restricts or modifies rights that cannot lawfully be excluded under the Australian Consumer Law or other applicable law.

1. About HER and acceptance of these Terms

HER Food & Wine Club (HER, we, us, our) is the trading name used for the HER membership and event business. The contracting party is [INSERT FULL LEGAL NAME OF SOLE TRADER OR COMPANY], ABN 74 798 228 525, trading as HER Food & Wine Club. This legal entity must be inserted before these Terms are published.

HER is a membership-based social and lifestyle club offering food, wine, hospitality, travel, wellness, lifestyle and community experiences. HER currently operates in locations including Brisbane, the Gold Coast and Sydney and may introduce experiences in other Australian locations.

These Terms apply when you purchase or hold a HER membership, purchase or attend a HER event, access HER member benefits or communities, or otherwise use HER services. By ticking the acceptance box at checkout, purchasing a membership or ticket, or attending an event where these Terms are incorporated into the booking, you agree to be bound by them.

If event-specific or travel-specific booking conditions are supplied for a particular experience, those conditions also apply. If there is an inconsistency, the specific booking conditions apply to that experience to the extent of the inconsistency, subject always to applicable law.

2. Eligibility and age

HER is designed as a social and community membership experience for women aged 18 years and over. Eligibility requirements will be applied subject to applicable Commonwealth, State and Territory anti-discrimination and equal opportunity laws. HER may update its eligibility wording or practices where reasonably necessary to comply with those laws.

Events involving alcohol are 18+ unless HER expressly states otherwise. HER or the relevant licensed venue may require acceptable proof of age. A person who cannot provide acceptable identification when reasonably requested may be refused alcohol service or entry where appropriate.

Alcohol is supplied and served subject to applicable liquor licensing laws, responsible service of alcohol requirements and the policies and licence conditions of the relevant venue.

3. Membership types and Lifetime Membership

HER may offer different membership types, prices, payment options, benefits, event credits, partner offers and promotional memberships from time to time. The inclusions applying to your membership are those displayed to you at the time of purchase, together with these Terms.

Lifetime Membership means membership for as long as HER Food & Wine Club continues to operate its membership program. It is not a guarantee that HER, the membership program, or any particular benefit will operate for the member's natural lifetime. Individual benefits, partners, events, credits, discounts, venues and operating locations may change over time in accordance with these Terms and applicable law. HER will also display this meaning clearly at checkout wherever Lifetime Membership is offered.

HER may make reasonable changes to membership benefits where reasonably necessary for operational, commercial, supplier, legal or regulatory reasons. HER will not use this right to remove substantially all material value from a paid membership without taking reasonable steps to provide an appropriate alternative or remedy where required by law.

Membership is personal to the member, non-transferable and may not be resold, shared or used by another person unless HER expressly agrees in writing.

Membership does not guarantee access to any particular event. Events may have limited capacity, separate ticket prices, eligibility requirements and booking deadlines.

4. Membership fees and payment plans

The membership price and payment method are displayed at checkout. HER may offer a once-off payment or an instalment payment plan.

Where a Lifetime Membership is offered as 12 monthly instalments of \$13.95, the total purchase price is \$167.40. This is a fixed 12-instalment payment plan for a Lifetime Membership, not a month-to-month membership and not an automatically renewing subscription. No further membership instalments are charged after instalment 12.

By choosing the instalment option, the member commits to the total purchase price of \$167.40, payable over 12 monthly instalments. A request to stop using the membership does not, by itself, cancel unpaid instalments for the Lifetime Membership already purchased. This does not limit any right to cancel, obtain a refund, stop future payments or receive another remedy where required by the Australian Consumer Law or other applicable law.

By selecting an instalment plan, you authorise HER and its payment provider to charge the nominated payment method on the scheduled payment dates. You must keep your payment details current.

If a scheduled payment fails, HER may make reasonable further attempts to process the payment and may contact you to update payment details. HER may temporarily suspend access to membership benefits while materially overdue amounts remain unpaid, after giving reasonable notice, except where the failure arises from HER's or its payment provider's error.

HER will not charge further membership instalments after the agreed payment plan has been completed, unless you separately purchase another product or service.

5. Member benefits, partner perks and event credits

Member benefits may include event access, member pricing, event credits, partner offers, invitations, digital access and other benefits described at the time of purchase.

Partner offers are provided by third parties and may be changed, withdrawn or made subject to additional conditions by the partner. HER will take reasonable steps not to advertise an offer that it knows is no longer available.

HER Member Event Credits are promotional or membership benefits unless expressly sold as a gift card or other stored-value product. Unless the relevant offer states otherwise:

- credits are personal to the member and are not transferable;
- credits cannot be redeemed for cash;
- credits may only be used for eligible HER events identified by HER;
- credits cannot be used after any stated expiry date, subject to applicable law;
- credits cannot be used for excluded events, partner-run events, travel experiences or other products where HER has clearly stated that credits do not apply; and
- credits cannot be duplicated, resold or used fraudulently.

Where a particular credit, voucher or gift card is subject to mandatory Australian gift card rules or other laws, those legal requirements prevail over this clause.

6. Event bookings

Event tickets may be sold separately from membership and may be subject to capacity limits. A booking is confirmed when payment has been successfully processed and HER or its ticketing provider issues a booking confirmation.

You are responsible for checking the event date, time, location, inclusions, eligibility requirements and any booking-specific conditions before purchasing.

Unless HER states otherwise, tickets are for the named attendee. HER may permit a ticket to be transferred to another eligible attendee if HER is notified before the event and the replacement attendee agrees to the applicable terms.

7. Member cancellations, no-shows and refunds

HER does not generally provide a refund merely because a member changes their mind, can no longer attend, does not use a membership benefit or fails to attend an event, except where HER's published cancellation terms for that product allow a refund or where a refund or other remedy is required by law.

Deposits for events or experiences are generally non-refundable when the member cancels because HER may have committed the funds to venues, accommodation, suppliers or other non-recoverable costs. Any event-specific cancellation schedule disclosed before booking also applies.

Nothing in this section limits any right to a refund, replacement service, compensation or other remedy available under the Australian Consumer Law.

8. HER cancellations and changes to events

HER may make reasonable changes to an event where reasonably necessary because of venue requirements, supplier availability, weather, safety, illness, operational requirements or circumstances outside HER's reasonable control.

Minor changes may include a comparable menu or wine substitution, a modest timing adjustment, a change of room within a venue, or another change that does not substantially alter the nature or value of the experience.

If HER makes a material change - for example, changing the event to a different date or city, substantially changing the advertised experience, or materially reducing key inclusions - HER will provide reasonable notice where practicable. HER will provide the remedies required by the Australian Consumer Law and, where the law does not prescribe a particular remedy, HER will act reasonably having regard to the nature and extent of the change. Depending on the circumstances, HER may offer a transfer, credit, rescheduled event or refund.

If HER cancels an event and does not provide the service purchased or an agreed alternative, HER will provide the remedy required under applicable law. HER does not limit any statutory rights by describing a ticket or deposit as non-refundable.

9. Circumstances beyond HER's reasonable control

Events may be affected by circumstances beyond HER's reasonable control, including severe weather, flood, bushfire, public health events, government restrictions, transport interruption, venue closure, supplier failure or other events that HER could not reasonably prevent.

Where this occurs, HER may reasonably reschedule, relocate, substitute elements of or cancel the affected experience. HER will communicate material changes as soon as reasonably practicable and will deal with refunds, credits and other remedies in accordance with applicable law and any specific booking conditions.

10. Food allergies and dietary requirements

Food at HER events is generally prepared and served by third-party restaurants, caterers, wineries and venues. If you have a food allergy, intolerance or dietary requirement, you must notify HER during booking or by any deadline stated for the event.

HER will take reasonable steps to communicate notified requirements to the relevant venue or supplier where appropriate. However, unless expressly confirmed otherwise, HER cannot guarantee that a venue is allergen-free or that cross-contact will not occur.

You remain responsible for making appropriate enquiries about ingredients and deciding whether food or drink is suitable for you. If you have a severe allergy, you should notify both HER and venue staff and take any personal precautions ordinarily required for your safety.

Nothing in this section excludes or limits liability that cannot lawfully be excluded.

Information about allergies, intolerances or dietary requirements may reveal health information. HER will only collect and use this information for purposes reasonably connected with the relevant booking, safety or service requirements and may disclose it to the relevant venue, caterer, accommodation provider or other supplier where reasonably necessary. Further details are set out in HER's Privacy Policy.

11. Alcohol, responsible service and safety

Many HER experiences involve alcohol. Members and guests must consume alcohol responsibly and comply with venue policies, liquor licensing laws and lawful directions of venue staff.

Unless HER expressly states otherwise, alcohol at a licensed restaurant, bar, winery or other licensed venue is supplied by the relevant liquor licensee. Where HER itself arranges or supplies alcohol, it will only do so where permitted by applicable liquor licensing requirements and any required approvals, permits or licence conditions.

HER and participating venues may refuse alcohol service, refuse entry or require an attendee to leave where reasonably necessary for safety, responsible service of alcohol, licensing compliance or because the attendee is intoxicated, aggressive, threatening, disruptive or otherwise behaving inappropriately.

Members are responsible for arranging safe transport after consuming alcohol. HER encourages responsible consumption and does not require or encourage members to consume alcohol in order to participate socially in the club.

12. Behaviour and community standards

HER is intended to be a welcoming and respectful community. Members and guests must not engage in harassment, bullying, discrimination, threats, violence, unlawful conduct, serious intoxication-related misconduct, deliberate disruption, misuse of another member's personal information, unauthorised commercial solicitation, or conduct that creates a material safety risk.

HER may give a warning, remove a person from an event or online community, suspend membership or terminate membership where reasonably necessary and proportionate to the conduct. Serious safety, harassment, violence or unlawful conduct may result in immediate removal or termination.

HER will act reasonably when exercising these powers. A member may contact HER if they believe a suspension or termination decision has been made in error.

13. Accessibility and reasonable adjustments

HER aims to make its events reasonably accessible. Members who require accessibility assistance or a reasonable adjustment should contact HER as early as possible before the relevant event.

HER will consider reasonable requests in consultation with the member and, where relevant, the venue or supplier, having regard to the nature of the event, available facilities, safety requirements and applicable law. HER cannot guarantee that every third-party venue can accommodate every request, but will take reasonable steps to identify available options.

14. Online communities

HER may provide WhatsApp groups, Facebook groups and other digital member communities. Members must respect other members' privacy and must not harvest, publish or use another member's contact details or personal information for unrelated commercial or personal purposes without permission.

Members must not use HER communities for spam, unauthorised promotion, competing event promotion, commercial solicitation, harassment, unlawful content or conduct inconsistent with the standards in section 12.

HER may moderate or remove content and may remove a member from an online community where reasonably necessary to enforce these standards.

15. Guests and member-only events

Where HER permits a member to book or bring a guest, the member must ensure the guest is aware of the relevant event conditions. Guests must comply with HER's safety, alcohol, conduct, venue and event requirements.

HER may designate particular events as member-only, restrict the number of guests, charge a different guest price, or exclude the use of member credits for guest tickets, provided those conditions are made clear before booking.

16. Photography, video and event media

Photography and video recording may occur at HER events for community, editorial and promotional purposes. HER may use general event photographs and footage in its website, social media, advertising and event marketing, subject to applicable law.

If you do not wish to be identifiable in HER promotional photography or video, please notify HER before the event or advise the HER host on arrival. HER will take reasonable steps to accommodate the request, although HER cannot control incidental capture by other attendees, venues or independent third parties.

Where HER wishes to record a featured testimonial, interview or other content focused specifically on an individual, HER should obtain separate consent for that use.

Members must not use photographs or recordings from HER events in a way that unlawfully infringes another person's privacy, intellectual property or other rights.

17. Privacy and personal information

HER handles member information for purposes including administering memberships, processing bookings and payments, communicating about events, managing member communities, responding to enquiries, improving services, meeting legal obligations and, where permitted, marketing HER products and experiences.

HER may use third-party service providers such as website, payment, ticketing, email, analytics and event platforms. These may include Wix, Stripe, Humanitix and other providers used from time to time. Those providers may process information under their own privacy terms and in locations outside Australia.

HER will maintain a separate Privacy Policy explaining in more detail the types of personal information collected, purposes of collection and use, disclosures, storage and security practices, access and correction processes, privacy complaints, cookies/analytics and contact details.

Where the Privacy Act 1988 (Cth) and Australian Privacy Principles apply to HER, HER will comply with those obligations. Where HER is not legally required to comply with the Privacy Act because an exemption applies, HER will nevertheless take reasonable steps to handle personal information responsibly and in accordance with its published Privacy Policy.

18. Email, SMS and direct marketing

HER may send transactional or service communications that are reasonably necessary to administer a membership or booking, such as receipts, booking confirmations, payment notices, event changes and important service information.

HER may also send marketing communications about HER events, offers, memberships, trips or partner opportunities where HER has the consent or other lawful basis required to do so.

Commercial electronic messages sent by HER will identify the sender, include appropriate contact details and provide a functional unsubscribe method where required by the Spam Act 2003 (Cth). HER will action valid unsubscribe requests within the period required by law.

Unsubscribing from marketing does not prevent HER from sending non-marketing communications reasonably necessary to administer an existing membership, payment plan or event booking.

19. Travel, transport and accommodation

Some HER experiences may include or relate to winery visits, regional travel, accommodation or transport. The exact services supplied by HER and by third parties will be identified in the relevant offer or booking information.

HER does not exclude responsibility merely by describing a venue, accommodation provider, tour operator or transport provider as a third party. The rights and responsibilities of HER and the member depend on the services HER has agreed to supply and applicable law.

For substantial travel experiences, HER may issue separate Travel & Experience Booking Conditions covering deposits, payment dates, cancellation schedules, minimum numbers, supplier changes, rooming, transport, insurance, conduct and other trip-specific matters.

Unless the booking expressly states that HER is providing them, members are responsible for their own flights, transfers, parking, travel documentation and personal travel insurance.

HER strongly recommends appropriate travel insurance for material travel bookings, including cover appropriate to the member's circumstances.

20. Third-party venues and suppliers

HER works with restaurants, wineries, hotels, caterers, transport providers, ticketing providers and other third parties. Their own lawful venue rules and service conditions may apply in addition to these Terms.

HER is not responsible for the independent acts or omissions of third parties where HER has no legal responsibility for them. This clause does not exclude any responsibility HER has under the Australian Consumer Law or other applicable law for services HER supplies or arranges.

21. Payment disputes, fraud and chargebacks

Members should contact HER promptly if they believe a payment has been processed incorrectly or without authority so that HER can investigate the issue.

HER may investigate suspected fraud, unauthorised use of payment methods, duplicate disputes or misuse of membership benefits. HER will not treat the legitimate exercise of a member's rights under the Australian

Consumer Law, applicable card-scheme rules or other law as misconduct merely because the member raises a payment dispute or chargeback.

22. Consumer guarantees and Australian Consumer Law

HER's memberships, events and other services may come with consumer guarantees and other rights under the Australian Consumer Law. These rights cannot be excluded, restricted or modified where the law does not permit this.

Nothing in these Terms is intended to exclude, restrict or modify any consumer guarantee, statutory guarantee, condition, warranty, right or remedy that cannot lawfully be excluded, restricted or modified.

If there is any inconsistency between these Terms and a mandatory consumer right, the mandatory consumer right prevails.

23. Risk and limitation of liability

HER events may involve ordinary risks associated with hospitality venues, food and alcohol consumption, travel, weather, public spaces and interaction with other attendees. Members voluntarily participate in activities after considering their own circumstances and any information provided about the event.

To the maximum extent permitted by law, HER is not liable for loss that is caused solely by a member's own unlawful, reckless or negligent conduct, failure to follow reasonable safety directions, or an independent third party for whom HER is not legally responsible.

HER does not exclude or limit liability to the extent that the loss was caused or contributed to by HER's own negligence, breach of contract, breach of statutory duty, misleading conduct or other liability that cannot lawfully be excluded or limited.

Any limitation in these Terms operates only to the maximum extent permitted by law.

24. Member responsibility and indemnity

To the maximum extent permitted by law, a member is responsible for loss or damage reasonably arising from that member's unlawful conduct, deliberate misconduct, negligent damage to property or material breach of these Terms.

A member indemnifies HER against third-party claims and reasonable losses to the extent directly caused by such conduct. The indemnity does not apply to the extent the claim or loss was caused or contributed to by HER's negligence, breach of contract, breach of law or other wrongful act or omission.

25. Intellectual property

HER's name, branding, logos, graphics, original written content, event materials, photographs, videos and other intellectual property remain owned by HER or the relevant rights holder.

Members may use HER material for personal, non-commercial purposes associated with their membership unless HER states otherwise. HER material must not be copied, reproduced, sold, commercially exploited or used to imply endorsement or affiliation without permission.

26. Changes to these Terms

HER may update these Terms where reasonably necessary to reflect changes in law, regulation, technology, security, HER's services or legitimate operational requirements.

HER will not rely on this clause to make an unfair or unreasonable retrospective change to a member's material rights. Where a change materially and adversely affects an existing paid membership, HER will give reasonable notice where practicable and provide any remedy required by law.

The version applying to a particular purchase is generally the version made available at the time of that purchase, subject to lawful later changes and any event-specific conditions.

27. Complaints and dispute resolution

If you have a complaint about a membership, payment, event or HER service, please contact HER at her@herfoodandwineclub.com.au and provide enough information for HER to investigate.

HER aims to acknowledge a written complaint within 5 business days and, where reasonably practicable, provide a substantive response within 10 business days. More complex matters may take longer, in which case HER will aim to keep the member reasonably informed. The parties should first attempt to resolve a dispute directly where appropriate.

Nothing in this section prevents a member from exercising statutory rights, contacting a consumer protection regulator, seeking assistance from an applicable tribunal or court, or taking urgent action where legally necessary.

28. Electronic notices

HER may provide notices about membership, payments, bookings, event changes or these Terms electronically using the email address, mobile number or other contact details supplied by the member. Members are responsible for keeping their contact details current.

This clause does not alter any legal requirement that a particular notice be given in another way.

29. Entire agreement and representations

These Terms, the membership or event offer shown at checkout, any booking confirmation, and any applicable event-specific or travel-specific conditions together form the agreement for the relevant purchase.

Nothing in this clause excludes or limits liability for misleading or deceptive conduct, false or misleading representations, or any other right or remedy that cannot lawfully be excluded. HER's website, checkout and promotional statements should be consistent with the benefits and conditions actually supplied.

30. Governing law

These Terms are governed by the laws of Queensland, Australia and the applicable laws of the Commonwealth of Australia.

Nothing in this clause limits mandatory rights or protections that apply to a consumer in another Australian State or Territory.

31. General provisions

If a provision of these Terms is invalid or unenforceable, it is to be read down to the extent necessary where possible, and the remaining provisions continue to operate.

A failure or delay by HER to enforce a right does not automatically waive that right.

Headings are for convenience only and do not affect interpretation.

32. Contact details

HER Food & Wine Club - operated by [INSERT FULL LEGAL NAME]

ABN: 74 798 228 525

Brisbane | Gold Coast | Sydney

Email: her@herfoodandwineclub.com.au

Website: www.herfoodandwineclub.com.au

33. Checkout acknowledgement

Suggested acceptance wording for the membership checkout:

“I have read and agree to the HER Food & Wine Club Membership & Event Terms and acknowledge the HER Privacy Policy. I understand that Lifetime Membership means membership for as long as HER continues to operate its membership program.”

Marketing consent should be obtained separately where appropriate, rather than making optional marketing a condition of purchasing membership.

Pre-publication items to complete

Before publication: (1) replace the legal-entity placeholder with the exact contracting person or company; (2) publish a separate HER Privacy Policy; (3) obtain state-specific advice on HER's women-focused eligibility model; (4) confirm liquor licensing arrangements for any event where HER itself supplies alcohol; and (5) use separate Travel & Experience Booking Conditions before accepting deposits for substantial multi-day trips. These Terms are a practical draft and should be reviewed by an Australian solicitor against HER's final checkout, website claims, insurance and operating model.