



## Terms and Conditions (and a little extra info)

**Privacy**- Scarecrow will make every effort to protect your private information. Our website uses state of the art encryption in order to protect your credit card details, and no one within our company has access to your password.

When you visit and browse our site, we do not collect your name, email address or any other personal information unless you provide it to us. When you create an account, we ask for your name, address, phone number, and email address, and allow you to generate a user name and password. We use this information to fulfill your orders and to enable time-saving features for future purchases. We do not share this information with anyone not directly involved in your purchase.

We do not, under any circumstances, sell your information to anyone. We do not contribute to or participate in shared or cooperative databases, which give other companies access to your personal information. In the event that the winery were to be transferred, your information would transfer with the company to insure continued communication and purchase history.

For both privacy and security purposes, all transactional information communicated between customers and our website is transmitted in an encrypted format, and all credit card information is deleted from our servers immediately after card authorization.

If you have any questions or concerns about our privacy policy, you may contact us via e-mail at [info@scarecrowwine.com](mailto:info@scarecrowwine.com).

## **Mailing List and Protocol for Purchasing Wine**

Scarecrow reserves the right to refuse service to any buyer, for any reason, and to prioritize buyers at our own discretion. That said, we take list seniority very seriously, and make every attempt to be fair. We will deal with mailing list disputes on a case by case basis.

### **How the list works**

When you join the mailing list your name is added to the bottom of the queue. Currently, all list members are given the opportunity to buy the current vintage of M. Etain wine,



during the Fall offer period. This means that it is on a first come first served basis for everyone on our list, regardless of whether or not they have purchased Scarecrow Wine. Because the entire list is offered the M. Etain wine, the buying period is often very short. Your decision to purchase the M. Etain Wine will have no effect on your list seniority for a Scarecrow offer.

Scarecrow is managed on an invitation basis subject to a combination of time on the mailing list (generally 3 years) and vintage size. Once you have received your invitation and made your first Scarecrow purchase, you will be offered the next vintage each and every year, given continuity of purchase. If you decide not to buy any of the Scarecrow that is offered, your name will be moved to the bottom of the list, and it will take another 3-4 years for your name to move back up into a Scarecrow offer. By bumping the customers who choose not to purchase Scarecrow Wine to the bottom of the list, we are making room for new buyers in the next vintage. It is this policy that allows us to continue to offer the wine to new purchasers.

An invitation to purchase does not guarantee the same quantity for the next release and is subject to change given harvest size.

**We do not allocate either of our wines, and an invitation does not insure that the wine will not be sold out. All wine is offered on a first come first served basis.**

**Shipping-** Wine is not shipped immediately after purchase. A proposed shipping date will be provided at the time of purchase, although weather holds may affect the actual date of shipment. You will be notified if your wine has been placed on a weather hold. If you are concerned about the timing of your wine shipment, please contact [info@scarecrowwine.com](mailto:info@scarecrowwine.com) to discuss alternative options. Purchasers are responsible for all shipping costs; an adult of legal drinking age (21+) must be there to receive and sign for all shipped alcoholic beverages. Should you choose to pick up your wine at our storage facility (will call) your order will be held for up to 6 months. After that time, if you have not collected your wine, we will refund the order and return the wine to inventory. There is a non-refundable handling charge for all 'will call' orders. Please note: Scarecrow cannot be held liable for weather damage during shipping, or delayed delivery.



If a shipment fails to be delivered and is returned to us, we will charge the card used on the order for the reshipment fee.

After you place an order on our site, you will receive an email confirmation and an email with package tracking information.

**Returns-** We are not able to offer returns on wine sales.

**Reselling the wine-** While we are unable to actively prevent people from selling our wine on the secondary market, if we deem that a customer is taking advantage of the amount of wine being offered to them, we are likely to decrease that amount. Given the extremely limited quantity of wine we produce, we have adopted this policy in order to better insure that we are able to offer our wine to new buyers, and those who wish to drink the wine.

**Visits-** We are not a winery with a production facility nor tasting room; we are an estate with exceptional vines and our family's home. For this reason, we cannot accommodate visits to the property.

### **Applicable Law**

This site is created and maintained by JJ Cohn LLC, in the State of California, USA. As such, the laws of the State of California govern these disclaimers, terms and conditions. JJ Cohn LLC reserves the right to update our site or revise these terms at any time. Your use of this site indicates your agreement with our terms and conditions.

### **Errors and Omissions**

While we make every effort to maintain this site impeccably; errors related to product description, pricing and availability may occur. We apologize for any inconvenience these errors may cause, and reserve the right to correct errors and omissions without prior notice and to cancel any offered product or service in the event of an error or omission.

#### **Disclaimer of Liability**

In no event will we have any liability to you arising out of or in connection with your use of this site. You acknowledge and agree that your use of this site is at your sole risk.



## Restrictions

Wine offered via this website is only available to adults of legal drinking age (at least 21 years) and is sold for personal consumption, not for resale. An adult signature will be required for delivery of alcoholic beverages. As of this date, our license permits us to only ship wine to the following states:

AL AK AZ CA CO CT DC FL GA HI ID IL IA KS LA MA MD MI MN MO NE NV NH NM  
NY NC ND OH OR PA SC TN TX VA VT WA WI WV

If your state is not listed above, we are currently unable to ship to you directly. As an alternative, we suggest that you contact a membership-required storage facility (55 Degrees, All Ways Cool or Vinfolio) to secure a private locker until you can make other arrangements. To personally pick up your order, you may contact Vinfillment to make arrangements: Vinfillment, 644 Hanna Drive, Suite A, American Canyon, CA, Telephone: 707-656-4467, Email: [customerservice@vinfillment.com](mailto:customerservice@vinfillment.com). Wine will be held for six months from purchase date, after which time, the order will be refunded to you and the wine will be returned to our library.

When using an Alternate Shipper, such as 55 Degrees, All Ways Cool, or Vinfolio, please select CA as your shipping state. CA sales tax as well as a \$16.00 handling charge will apply.

For international orders, select 'IT' as your state. CA sales tax will not be applied. If we are able to ship to your country, we will contact you to add the shipping rates to your order.

Once our shipping window opens for each release, we ship wine weekly, weather permitting. Carrier selected at our discretion. Tracking information will be sent to you once the wine ships.

**Civility-** We always try to communicate in a friendly and respectful manner, and we encourage our customers to do the same. We are a small company with real people, and we appreciate truthful and direct communication. We understand that disputes are unavoidable, and will make every effort to handle individual customers on a case by case basis, with care and understanding.



Contact us via [info@scarecrowwine.com](mailto:info@scarecrowwine.com) so we can provide the most timely and highest quality customer service possible.

### **Trademarks**

The Scarecrow and M. Etain trademarks, brand design, custom graphics, and photographs are protected by JJ Cohn Estate, LLC. You may not replicate the logos, trademarks, photos, or any other aspect of brand design without prior written permission from an officer of JJ Cohn Estate, LLC. Any such misuse will likely be met with expulsion from our list, and possible legal action.

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