

Privacy Policy

Paul Hobbs Wines ("PHW") respects your privacy and is committed to protecting it. PHW provides this Privacy Statement to inform you of our privacy policy and practices and of the choices you can make about the way your information is collected and used. We've structured our web site so that, in general, you can visit PHW on the web without identifying yourself or revealing any personal information. To make this notice easy to find, we make it available on our homepage and at the bottom of every paulhobbsimports.com web page.

This privacy statement applies to the hobbswinery.com web site and domain.

Notice

PHW uses personal information to better understand your needs and interests, and to provide you with better service. Once you choose to provide us with personal information, you can be assured that it will only be used to support your customer relationship with PHW. We take seriously the trust you place in us. PHW will not sell, rent or lease your personally identifiable information to others.

This privacy statement covers personally identifiable information, anonymous data collection and aggregate reporting. Personally identifiable information is any information that is associated with your name or personal identity. Anonymous (non-personal) information is data about usage and service operation, reported in aggregate, which is not associated to a specific personal identity. Aggregate information is data collected and summarized for a broad category of customers.

What we collect

On the HOBBS web site, you can make information requests or register yourself. The types of personal information you provide to us on these pages may include name, address, phone, email address, user IDs and passwords, and contact preferences.

Anonymous (non-personal) data we collect may include the pages visited on paulhobbswines.com, unique URLs visited within paulhobbswines.com, browser type and IP address. Most anonymous data is collected via cookies or other analysis technologies. paulhobbswines.com web pages use cookies and other technologies for data analysis and personalization services. PHW may place ads on other web sites that may use cookies.

PHW products and services do not target information to individuals under 21. PHW is committed to protecting the privacy needs of children and we encourage parents to take an active role in your child's online activities and interests.

How we use it

PHW uses your information to help us understand your needs and interests and provide you with better services. Specifically, we use your information to help to communicate with you, to update you on services and events, to personalize promotional offers and to personalize some paulhobbswines.com web sites. Occasionally we may also use your information to contact you for market research regarding PHW products or services. We will give you the opportunity to

opt-out of market research and customer surveys.

Data collected online may also be combined with information you provide through other sources such as call centers or public events such as trade shows, seminars, or educational events.

Anonymous (non-personal) data is aggregated for reporting about paulhobbswines.com web site usability, performance, and effectiveness. It is used to improve the customer experience, usability and site content.

Who we share it with

PHW will not sell, rent, or lease your personally identifiable information to others. PHW will not share your personal information with a business partner or any unrelated third party company unless you give your permission. Your permission will be requested when you submit your information.

Choice

You can subscribe to receive information and PHW-wide marketing communications. PHW-wide communications may include new event information, special offers or possibly an invitation to participate in market research. We give you a choice regarding PHW-wide communications by postal mail, email and telephone.

Links provided on paulhobbswines.com to third party web sites are provided as a convenience and PHW does not control those sites or their privacy practices, which may differ from ours. PHW does not endorse or make any representations about them. We encourage you to review the privacy policy of any company before submitting your personal information. The personal data you choose to give to unrelated third parties is covered by their privacy policies, not the PHW Privacy Policy. Some third-party companies may choose to share their personal data with PHW; that sharing is governed by that third-party company's privacy policy.

Onward Transfer

Personal data given to PHW may be transferred across state and country borders for the purposes of data consolidation, storage and simplified customer information management. The practices which govern this data movement are described in our commitments in the Choice and Security sections of this privacy statement.

Access and Accuracy

PHW strives to keep your personally identifiable information accurate. We have put in place managerial data standards review processes and technological tools to maintain customer data accuracy. We will provide you with access to view and change your information, including making every effort to provide you with online access. To protect your privacy and security, we will also take reasonable steps to verify your identity, such as a password and user ID, before granting access to your data. Certain areas of PHW's web sites may limit access to specific individuals through the use of passwords and other personal identifiers.

The most effective way to view and change your personal information is to return to the web page where you originally submitted your data and follow the instructions on that web page or

send us a message as described in "Contacting us" below. Data access is also available upon request.

Security

PHW is committed to ensuring the security of your information. To prevent unauthorized access or disclosure, maintain data accuracy and ensure the appropriate use of the information, PHW has in place appropriate physical, managerial procedures to safeguard the information we collect.

Contacting us

We value your comments and opinions. If you have comments or questions about our privacy policy please email us at: info@paulhobbs.com

To opt-out of PHW marketing contact, please provide your name, email and/or address and relevant information about registrations you may have with PHW. This opt-out will cancel all marketing and support communication and newsletters.

Revised: 08/13/2018

paulhobbswines.com does not post third-party ads on our web site. PHW may use third-party media companies to place ads for PHW products or services on other companies' web sites. If you view a web page where PHW ads appear, the online media company may place a cookie or web beacon on the user's computer. This allows the online media company to recognize the computer when it is used to return to that site or measure advertising response. This data is anonymous and is not linked to personal data on the user's computer or any PHW databases. Some PHW newsletters delivered on PHW's behalf by online media companies use the same technologies. In both cases, this data is also used by the online media company to measure advertising and content interest and relevance. PHW does not have access to the data collected by the online media company. To prevent online media companies from placing cookies on your computer, you will need to visit each media company's web site and use their cookie removal (opt-out) process.

Terms & Conditions

Welcome to <https://www.hobbswinery.com> the website for HOBBS Winery. The terms "HOBBS Winery," "https://www.hobbswinery.com," "us" or "we" refer to the owner of this website. The terms "you", "your" or "customer" refer to the user or viewer of this website.

Last Updated: September 10, 2018

GENERAL TERMS AND CONDITIONS

Your use of this website is expressly subject to the following Terms of Service and Conditions of Sale ("Terms and Conditions"). If you do not agree with any of these Terms and Conditions, do not access or otherwise use this website or any information or materials contained on this site.

Your use of this website shall be deemed to be your agreement to abide by each of the Terms and Conditions set forth herein. These Terms and Conditions may be updated at any time and from time to time with or without notice to you. Your continued use of this website following any such change shall be deemed to indicate your acceptance of any modifications to these Terms and Conditions.

The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. You agree that our company and its licensors may make improvements and/or changes in the website content and services or events described in this website, if any, at any time without notice and without liability to you of any kind. You are responsible for compliance with applicable local laws, keeping in mind that access to our website may not be legal by certain persons or in certain countries. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of our company to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by our company in writing. The Terms and Conditions, along with our Privacy Policy, comprises the entire agreement between you and us and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. These Terms and Conditions are personal to you and you may not transfer, assign, or delegate these Terms and Conditions to anyone without the express written permission of our company. Any attempt by you to assign, transfer, or delegate these Terms and Conditions without the express written permission of our company shall be null and void. These Terms and Conditions will inure to the benefit of our company's successors, assigns, and licensors. The paragraph headings in these Terms and Conditions, shown in boldface type, are included to help make the agreement easier to read and have no binding effect.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United States. California law and controlling United States federal laws, without regard to the choice or conflicts of law provisions of any jurisdiction, will govern any action related to these Terms and Conditions. You agree to submit to the jurisdiction of the courts located in Napa County, in the State of California, for the resolution of all disputes arising from or related to these Terms and Conditions and/or your use of the website.

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Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

THE SALE OF ALCOHOLIC BEVERAGES

Legal Requirements

We do not sell alcohol to persons under the age of 21 and make every effort to ensure that alcoholic beverages are not delivered to anyone who is under the age of 21. By using this site, you affirm and acknowledge that you are over the age of 21, that the person placing the order and receiving a shipment of alcoholic beverages from us is over the age of 21 and that receipt of shipments containing alcoholic beverages requires the signature of a person 21 years of age or older who is not intoxicated. You also agree that any alcohol purchased from us is intended for personal consumption and not for resale. If you do not agree with these conditions of use, please do not use this site. If you intentionally or unintentionally misrepresent your age in order to provide alcohol to a person under the age of 21, we will prosecute you fully to the extent allowable by law. As required by the Communications Decency Act of 1996, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to content that may be harmful to minors.

Credit Card Charges

Orders are by credit card only. We accept **Visa, MasterCard, Discover and American Express**. The billing address for any such credit card needs to be provided at the time of your order and must be the address on your credit card statement.

Errors and Omissions

Occasionally, our listed prices, bottle sizes or quantities may be incorrect. We make every effort to make sure that our product database is accurate, however, in the event any such mistakes occur, we shall be held harmless for any such errors.

Disclaimer of Warranties

ALTHOUGH WE ENDEAVOR TO PROVIDE CURRENT, ACCURATE AND RELIABLE INFORMATION ON OUR WEBSITE, WE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE EVENTS OR THE ACCURACY, RELIABILITY OR ANY USE OF INFORMATION ON THIS WEBSITE. WE DO NOT WARRANT THAT YOUR USE OF THIS WEBSITE, OR THE OPERATION OR FUNCTION OF THIS WEBSITE, ANY COMPONENT THEREOF, OR ANY PRODUCTS, SOFTWARE OR SERVICES OFFERED IN CONNECTION THEREWITH, WILL BE UNINTERRUPTED OR ERROR FREE; OR THAT DEFECTS THEREWITH WILL BE CORRECTED; OR THAT THIS SITE OR ITS SERVER IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIR OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE WEBSITE. WE AND OUR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THIS WEBSITE. THIS WEBSITE CONTENT PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Limitation of Liability

IN NO EVENT SHALL WE AND/OR OUR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS WEBSITE, THE USE OR PERFORMANCE OF THIS WEBSITE, THE DELAY OR INABILITY TO USE THIS WEBSITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY EVENTS, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR ANY OF OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS WEBSITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE.

Drink Responsibly

Excessive or irresponsible consumption of alcohol may have personal, social or health consequences. As part of its commitment to responsible consumption, we ensure that communications regarding our products do not show or encourage excessive consumption or misuse of any kind. We are committed to promoting the responsible advertising of our products and encouraging improved advertising standards for the industry as a whole.