# **GENERAL TERMS AND CONDITIONS OF SALE**

The Société des alcools du Québec (SAQ) is now offering our individual clients the opportunity to purchase **The 2019 Bordeaux Futures**, as part of our current online sale.

We ask that you complete your purchase order every week until the operation deadline. You can place as many orders as you wish during the sale, by filling out the online order form available on the SAQ Signature Services website.

The 2019 Bordeaux Futures sale is a web exclusive sale. The only way to purchase these products is to complete the online order form.

Should the demand surpass the available quantities, a draw including all orders received up till then will take place on the following Monday at noon.

An email will be sent every Wednesday to confirm your allocated products for all orders placed before noon of that previous Monday.

Please keep in your files the receipt confirmation of your order sent by email.

#### **SALE PRICES**

A deposit covering 40% of the price of the allocated products is required at the beginning of the month following the confirmation of your order. The balance is payable when the SAQ warehouses receive the products, in summer 2021.

Information containing the final details will be communicated to you, by email, in the summer of 2022. The director of the SAQ outlet where your products will be delivered will contact you in the fall of 2022 to inform you of the arrival of your order. Payment of the deposit and balance **must** be made by credit card **Visa**, **MasterCard or American Express**.

Exception: Due to a longer aging period, Barsac and Sauternes will be available for delivery a year later, thus in autumn 2023. Therefore the balance of payment will be required in the summer of 2023.

Prices indicated in the online order form are prices that have been established for sale to individual clients.

For clients with liquor permits from the Régie des alcools, des courses et des jeux, the payment of the order and determination of the sale prices will follow usual procedures. However, the final sales price of the products for clients with liquor permits will be the price listed in the catalogue plus the taxes normally charged to permit holders, which will be collected by the SAQ upon delivery of the products.

The name indicated on the order form must be the same as the name of the cardholder whose card is being used to make the purchase. In the event that the name on the order form is different from the name of the cardholder, the SAQ reserves the right to cancel the order at its discretion without prior notice.

### **DEPOSIT AND BALANCE**

The deposit will be calculated on the amount of products allocated and not the amount ordered. The SAQ will collect the deposit at the end of the promotion. Deposits on undelivered products will be credited towards the purchase of any product delivered to the client as long as the product was ordered through **The 2019 Bordeaux Futures** edition of *Le Courrier vinicole*.

If the value of the deposit exceeds the value of all other ordered and delivered products, the surplus will be reimbursed to the client with interest, starting on the date the deposit was paid and calculated according to the National Bank of Canada rate minus 1%.

Orders for which the SAQ has not received a 40% deposit within 30 days of the deposit date will be cancelled without further notice.

Orders for which the SAQ has not received the 60% balance within 30 days of the products becoming available will be cancelled without further notice and a reimbursement cheque for the deposit amount will be mailed to the client using the most recent address on file.

All orders not claimed at the client's chosen SAQ outlet within 30 days after they are available for pick-up will be cancelled without further notice, and a reimbursement cheque for the total amount collected by the SAQ will be mailed to the client using the most recent address on file.

Any persons unable to claim their products once they are available for pick-up must contact *Le Courrier vinicole*. A power of attorney form must be filled out to allow a third party to claim the order.

#### **CANCELLATION AND TRANSFER OF THE ORDER**

Products that have been awarded following a draw are not eligible for a refund nor can be transferred and the client is responsible for paying the price in full.

The products ordered by a customer may in no circumstances be transferred to another client.

#### LIMIT OF RESPONSIBILITY

If, for any reason, the SAQ cannot deliver the products to the client, it is its sole responsibility to credit the client or to reimburse them the amount of the deposit made by the client, in conformity with the conditions outlined in the clause Deposit and Balance.

Note: The different sales and rebates offered by the SAQ are not applicable to the current **The 2019 Bordeaux Futures** sale.

In order to retain *SAQ Inspire Signature* membership privileges, you must <u>order</u> a minimum of 150\$ of product per year.

# **ALLOTMENT PROCEDURE**

Given that all the great wines offered in this edition of **The 2019 Bordeaux Futures** are produced in limited quantities, the stocks available are also limited.

If the quantities are insufficient to honour all orders, the SAQ, at its discretion, may for each product offered:

- a) attribute a percentage of the available quantities to clients with a liquor permit from the *Régie des alcools, des courses et des jeux;*
- b) limit the number of bottles allowed per order;
- c) allot bottles using a computerized lottery system.

#### **General rules**

The SAQ will proceed with the allocation of bottles according to one of the following two scenarios:

#### Scenario 1:

If the number of available bottles of a product allows us to fulfill all orders for one and two bottles and also fulfill orders of three bottles and up, then each order will be honored and all clients who ordered one or two bottles of the product will receive the ordered bottles and all clients who ordered three bottles and more will receive three bottles. All remaining bottles following this allocation will be drawn and allocated one bottle at a time among all clients who ordered more than three bottles.

#### Scenario 2:

If the number of available bottles of a product is not sufficient enough to able the SAQ to honor all orders as mentioned in Scenario 1, the SAQ will conduct a random drawing among all orders received, each order having an equal chance of being drawn, regardless of the number of bottles ordered. The client whose name is drawn will be awarded up to a maximum of three bottles.

# Allotment terms applied to products with very limited quantities

#### Scenario 1:

If the number of bottles available allows us to fulfill all orders up to one bottle, then all clients will receive one bottle. All remaining bottles after this allocation will be drawn and allocated one bottle at a time among all clients who ordered more than one bottle.

### Scenario 2:

If the number of bottles available were not sufficient to fulfill all orders as provided in Scenario 1, the SAQ will conduct a random draw from among all orders received, each client having an equal chance of being drawn, regardless of the number of bottles ordered. The client whose name is drawn will receive a bottle.

### **GUARANTEE**

The SAQ guarantees these products for a period of 12 months from the date of possession by client. Upon return of a defective product, the SAQ will replace it or reimburse the full purchase price. For further information concerning the exchange and reimbursement policy, please contact the SAQ Signature Services.

### TRANSACTION SECURITY

To ensure transaction security, encoding is used to transmit digital data via computer network or to ensure confidentiality of important files stored on your computer. The clearly worded text is turned into an unintelligible text using complex algorithms and cryptograms known as keys. A reverse operation is applied for decoding.

SAQ Inspire Signature Web site uses the asymmetrical encoding, which requires a key for encoding and another for decoding. Decoding requires knowledge of both keys; one cannot be deduced from knowing the other. To send an encoded message, the sender uses the encoding key, The recipient can only decode the

message by using a decoding key. No key changes hand when this method is used. This method ensures the secured transmission of your credit card number over the Internet to our payment system.

When you use the payment form, the information about your credit card is transmitted via the Internet using the SSL (Secure Socket Layer) protocol. This protocol enables secured transmission of information to our payment system.

For more information on this sale, please contact:

# **SAQ Inspire Signature**

905 De Lorimier Avenue Montreal, Quebec H2K 3V9

Telephone: 514 254-2020 or toll-free 1 866 873-2020

Fax: 514 864-3253 or toll-free 1 800 317-9317

Email: saqinspiresignature@saq.qc.ca