

WINE INTELLIGENCE

Canada SOLA:

Opportunities in sustainable, organic & lower alcohol wines

JULY 2019

Sustainable wine

Organic wine

Lower **A**lcohol
wine

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Opportunities in sustainable, organic & lower alcohol wines

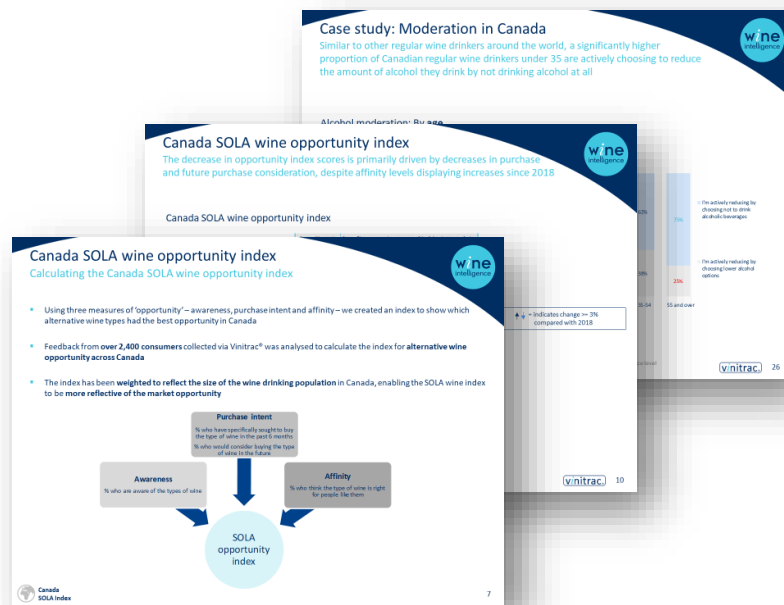
Report Overview



Report price:

GBP 1,500
 USD 2,000
 AUD 2,800
 EUR 1,700

3
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Wine Intelligence Ltd Terms and Conditions of Licence for Syndicated Research Products – key sections

Definitions and Interpretation

The “Agreement” means the Agreement between Wine Intelligence Ltd and the Customer to provide a Licence for the use of the Syndicated Research Report(s) for Fees on these terms and conditions of business and as set out in a Proposal and the Acceptance of Proposal

“WI” is Wine Intelligence Ltd, trading as Wine Intelligence.

“Customer” means the person or entity purchasing the Licence for the use of the Syndicated Research Report(s)

“Proprietary Information” means all information contained in the Syndicated Research Report(s) and associated briefings or presentations by WI, plus all logos, Processes, third party data and formats contained therein

“Licence” means the Customer’s right to use, store, retrieve and disseminate the Syndicated Research Report(s), as defined by the Agreement

“Acceptance of Proposal” means the document provided by the Customer to WI confirming the terms of engagement of WI to provide the Customer with the Licence for the use of the Syndicated Research Report(s)

“Fees” means the fees payable by the Customer to WI, as set out in the Contract, plus VAT at the current rate, subject to exemptions as set out in UK and EU law

“Processes” means any research processes, techniques and methodologies used in the creation of the Syndicated Research Report(s)

“Proposal” means the specification of the Syndicated Research Report(s) by WI to the Customer

“Syndicated Research Report” means a written document containing Wine Intelligence copyright materials such as data, information, insight, commentary, either written, oral, video, or audio and, where appropriate, copyright materials of a Third Party that have been reproduced by permission

“Representative Organisation” means any body, association, trading group, generic organisation or any other coalition of interested parties, howsoever constituted, that acts on behalf of a broader group of stakeholders

“Subscription Products” means Syndicated Research Reports delivered to the Customer periodically as part of an ongoing Agreement

1. Engagement

The Customer engages WI to provide the Syndicated Research Report(s), and WI agrees to do so upon the terms of the Agreement for payment of the Fees.

The Fees for the Syndicated Research Reports shall be priced in Pounds Sterling. WI will publish indicative prices in Euros, US Dollars, Australian Dollars, Canadian Dollars from time to time, and the Customer will have the opportunity to pay for Syndicated Research Reports using these currencies. Should the Customer opt for this form of payment the exact amount payable will be based on the prevailing exchange rate at the time of the execution of the Agreement.

2.. Copyright

2.1 The Copyright in the Syndicated Research Report(s) shall at all times vest with WI. The copyright in all artwork, data and copy for each element of the report created and assembled by WI shall at all times remain the property of WI.

2.2 All copyright and any other intellectual property rights in any material produced supplied or made available by a third party to WI for inclusion in the Syndicated Research Report shall remain the property of the third party. The Customer warrants its title to WI, except as may be expressly disclosed in writing, and agrees to indemnify WI against any claims by third parties in respect of any infringement of their copyright or other intellectual property rights.

2.3 WI asserts to the Customer its moral right to be identified as the author of the Syndicated Research Report in accordance with the UK Copyright Designs and Patents Act 1988 Section 77 and 78, and shall be entitled to hold itself out as the author of the Syndicated Research Report (and in particular the research undertaken in the process of completing the Syndicated Research Report) as part of WI’s own general marketing activities. WI shall be entitled to publish the name of the Customer in association with the Syndicated Research Report(s) as part of this general marketing activities.

2.4 The copyright in the Processes used to execute the Syndicated Research Report shall remain the property of WI throughout.

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3.1 WI grants to the Customer under the Agreement a non-exclusive Licence in perpetuity to store and retrieve an electronic version of the Syndicated Research Report(s)

3.2 The Customer is entitled to disseminate the Syndicated Research Report(s) within its immediate organisation, including organisations affiliated by majority shareholdings, legally liable partnerships, or other majority ownership structure

3.3 If the Customer is a Representative Organisation, the entitlement outlined in Clause 7.2 DOES NOT extend to parties who hold membership or similar interest in the Representative Organisation, except by specific written permission from WI and the payment of further Fees associated with a Multi-User Licence

3.4 The Customer is entitled to extract elements of the Syndicated Research Report and re-use them for internal and external presentations, subject to the doctrine of Fair Use

3.5 At all times the Customer must identify any information extracted from the Syndicated Research Report in 7.5 above as being from WI

4. Warranties

No advice or information whether oral or written provided by WI to the Customer through the Syndicated Research Report(s) shall create any warranty not expressly stated in this Agreement.

The Client warrants and undertakes to abide by the UK Copyright Designs and Patents Act 1988 Section 77 & 78, and undertakes to obey the copyright restrictions on any materials received as part of this Agreement.

Please contact Wine Intelligence for full terms and conditions

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