

RESTAURANT TERMS AND CONDITIONS, EVENT TERMS AND CONDITIONS AND PRIVACY POLICY

Thank you for choosing to dine at Russo Estate, we can't wait to make it a memorable occasion. Before making your reservation, please take note of the below.

Covid 19

Due to our reduced capacity, our bookings are limited to 2 hours at the table to be able to give everyone the chance to dine at Russo Estate.

You acknowledge and agree that Russo Estate must act in accordance with all laws and regulations relating to the COVID-19 pandemic, including those stipulated by the Victorian Department of Health and Human Services ("DHHS"). Accordingly, Russo Estate will:

- comply with all advice to prevent the spread of COVID 19;
- seek further information from you regarding the attendance of all guests (and if applicable) to seek confirmation of the residential location and suburb of each guest;
- implement a COVIDSafe Plan for our premises and your event (if applicable) – where applicable, Russo Estate will share this plan with you during the planning of your event to ensure that you are apprised of all relevant information and requirements;
- record all information about your booking, your event (if applicable), you and your guests as required by Governmental directives.

You agree to work with Russo Estate to ensure that your dining experience and/or event is conducted in accordance with all laws and regulations concerning COVID-19. You must ensure that guests who are feeling unwell do not attend the booking and/or event. You must ensure that all guests comply with all social distancing, face covering, optimising fresh air flows, and implementing personal hygiene directives provided by Russo Estate's management.

Russo Estate requests your assistance to ensure that every precaution is taken to protect the wellbeing of staff and guests alike.

In all cases, Russo Estate reserves the right to refuse entry to the property.

You expressly acknowledge and agree that directives concerning COVID-19 are continually changing and that the terms of this agreement will always be read in light of the DHHS requirements concerning COVID-19.

Any delay or failure on the part of Russo Estate to perform its obligations under these terms wholly or in part will be excused if and to the extent that it is caused by an event that is not within the reasonable control of Russo Estate (including because of the COVID-19 pandemic or any governmental restrictions or regulations relating thereto).

You expressly acknowledge and agree that Russo Estate will not be liable for any event outside of its reasonable control (including the COVID-19 pandemic or any government restrictions or regulations relating thereto), including where such event results in your booking and/or event not being able to proceed or being permitted to proceed with restricted guest numbers or limited activities.

Under such circumstances, Russo Estate will work with you to offer an alternative date for your booking or event, transfer the deposit and any other amounts paid to the new booking/event date and will disclose any further price adjustments if required (which you expressly acknowledge and agree that you will be liable to pay).

Polite Notice to Parents

Whilst we actively encourage parents to bring their children to enjoy a fine dining experience there are hazards in our restaurant which include the glass doors, balcony, outdoor waterfall and water, fireplace, steps and stairways, all of which can be dangerous to a curious child. For these reasons we ask that your children are always under your direct supervision. Please ensure they remain seated at your table and are accompanied when visiting the toilets.

Restaurant Bookings

All bookings made via our online reservations system or via telephone acknowledge these terms and conditions.

Russo Estate uses PayPal for its online credit card transactions. PayPal processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet. All online credit card transactions performed on this site using the PayPal are secured payments.

For any inquiries about PayPal's purchasing security, visit their website at <https://www.paypal.com/au/webapps/mpp/paypal-safety-and-security>

Pre-Paid Reservation Policy/Payments/deposits.

To reserve a table for any of our set menu and/or pre-paid events at our restaurant, we do require a deposit of \$50AUD at the time of booking. No tentative bookings will be held without the deposit. Full payment is required (7) days prior to the event. Russo Estate may cancel your booking or event by giving written notice of cancellation if you do not make payments as and when they fall due.

To the extent permitted by law, all payments and deposits are non-refundable or transferable (except in circumstances where we are unable to provide the relevant services, in which case we will transfer your payment and/or deposit to a mutually agreed alternative date). We accept cash, direct deposit, and credit card. All credit card payments will incur a surcharge of 2.5%. Any additional charges need to be settled on the day/night. Upon receipt of the deposit, it is acknowledged that the client has accepted the Russo Estate terms and conditions.

Cancellation Policies

If you wish to cancel or transfer (or postpone) your booking or event, a notice of cancellation or transfer must be given to us in writing. Unfortunately, when a client cancels without giving adequate notice, it prevents another client from being served. As such, the terms of our cancellation and transfer policy set out in this clause will be applied in fairness to both our business and the clients who would otherwise have wanted to book an event.

All cancellations are required in writing. Where we receive your cancellation or postponement request at least [**14 days**] ahead of your booking, all deposits and payments that you have made to us will be allocated to your new booking date. If you fail to provide us with notice of your cancellation or postponement within the required timeframe, we will retain your deposit but return all other payments to you.

In no circumstance will Russo Estate bear any liability for events beyond its reasonable control.

Substitution of conference or event rooms

Russo Estate may assign you to another area or room for your conference or event, in the event that, the area or room originally designated for your conference or event is deemed inappropriate or unusable for your purposes.

Price Variations

Whilst every effort is made to maintain prices as printed or quoted, they may be subject to increase without notice to cover unforeseen price rises. If your conference or event date is changed for any reason, new quoted prices may apply. Please read this terms and conditions carefully.

Responsible Service of Alcohol (RSA)

Russo Estate is a fully licenced venue and BYO is NOT PERMITTED. Russo Estate follows guidelines for the Responsible Service of Alcohol and reserves the right to refuse the supply of alcohol pursuant to our RSA obligations. We reserve the right to ask intoxicated or disorderly guests to leave our premises at any time. Russo Estate reserves the right to request proof of age identification before serving alcoholic beverages to your guests.

Staff members are instructed not to serve any alcoholic beverages to guests under the age of 18 years or to guests in a state of intoxication. Any guests who provide alcohol to minors will be asked to leave the premises immediately.

Consumption of liquor on the grounds after the scheduled finishing time is strictly prohibited. Consumption of alcohol in booked accommodation is allowed.

Russo Estate expects that all guests will respect our property, the building, and our staff. Russo Estate has the right to terminate beverage service during an event in the interest of patrons, guests, and staff if they feel there is reasonable cause to do so. You acknowledge and agree that any such action will not amount to a breach of agreement by Russo Estate.

Aggression (physical or verbal), offensive language or behaviour towards any of Russo Estate's staff or other guests will not be tolerated and dealt with accordingly by the discretion of the manager or supervisor on shift.

Allergies and food intolerances

In the event that members of your party have allergies or specific dietary needs, a consultation with the restaurant staff may be required.

Amplified Music

No amplified music is allowed at Russo Estate without prior authorisation from management. Russo Estate management reserves the right to restrict noise in conference and event venues at their discretion.

Damage and liability

Should any damage occur to any part of Russo Estate's premises caused by you or your guests, you will be responsible for all costs, losses and damages associated with the repair of such damage. Please note that Russo Estate does not bear any responsibility for damage to, or loss of, any of your property or your guests' property left at the premises prior to, during or after your booking or event. You are solely responsible for any damages sustained to the premises' fittings, property, or equipment during your event. Damages include but are not limited to the cost of additional cleaning or incidentals. You hereby authorise Russo Estate to deduct such costs from the credit card that you have provided to us to secure your booking.

We do not accept responsibility for damage or theft to vehicles parked at or outside the premises.

Subject to the Australian Consumer Law, you are not entitled to any additional compensation or relief outside of the amount paid for services, including but not limited to emotional damages or any other equitable remedy, and you waive any claim of action seeking damages above and beyond a refund of the amount that you have paid to Russo Estate for our services.

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, the client may be entitled:

- to cancel its agreement with Russo Estate; and
- to a refund for the unused portion, or to compensation for its reduced value.

The client may also be entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, the client is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel this agreement and obtain a refund for the unused portion of the agreement.

The client will hold harmless and indemnify Russo Estate against all claims and actions arising out of this agreement, the services, or the client's event, including, without limitation, expenses, judgements, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suite, action, loss, or damage arising or resulting from Russo Estate's actions under this agreement. Where prohibited by law, this indemnification does not include indemnification of Russo Estate against a claim by the negligence or wilful default of

Russo Estate. You acknowledge and agree that you are solely responsible for any loss, liability, damage, or cost that Russo Estate may suffer as a result of an act or omission of the client or any of the client's guests, invitees, service providers or agents.

Competition Rules & Policies

Prizes must be claimed within 7 days of announcement and can take up to 30 days to be delivered from date of claim. All prizes for complimentary meals at Russo Estate are subject to availability and bookings are essential. All prizes are non-transferable.

Users who post profanities, defamatory or liable comments will be expelled from our social media website and digital marketing platforms, and they will be no longer entitled to claim a prize even if they have been announced as the winner. If a prize winner has been disqualified, we will pick a new winner for the prize in question. Our competitions and prizes are awarded in good faith. Prizes not valid for special events (ie Melbourne Cup, Christmas day, NYE, etc...) unless otherwise stated.

Social Media Policy

Russo Estate management may take photos and/or videos of your time with us prior to, and during your booking/event for advertising and social media promotional purposes - if you object to this or the use of these images or footage being taken and used by us in this manner, please let us know in writing and we will respect your wishes completely.

Anyone who posts profanities, defamatory or liable comments on our social media platforms will have their comments deleted from our social media and digital marketing platforms, and the user in question may be banned from making any further posts to our social media pages or digital marketing platforms.

Privacy Policy

General

Russo Estate is committed to privacy protection, we understand the importance of keeping personal information private and secure. This privacy statement describes generally how we manage personal information and safeguard privacy. If you would like more information, please don't hesitate to contact us. Please note that we will never rent, trade or sell your email address to anyone; nor will we ever publicly display your email address or other personal details that identify you.

What information we collect from you

Personal information held by Russo Estate may include your:

- name and date of birth;
- residential and business postal addresses, telephone/mobile/fax numbers and email addresses;
- bank account and/or credit card details for agreed billing purposes;
- your computer and connection information; and
- any information that you otherwise share with us.

We only collect personal information that is necessary for us to conduct our business. We may collect personal information that you provide to us about yourself when you:

- use our website;
- dine with us;
- provide information to us by telephone or online platforms; or
- send us an email or other communication.

How we use your information

Your personal information may be used in order to:

- verify your identity;
- assist you to make bookings or place orders through our website;
- process any bookings or purchases that you may make with us;
- respond to any queries or feedback that you may have;
- conduct research and development in respect of our services;
- gain an understanding of your information and communication needs or obtain your feedback or views about our services in order for us to improve them; and/or
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems, and for any other purpose reasonably considered necessary or desirable by Russo Estate in relation to the operation of our business.

From time to time, we may email our customers with news, information and offers relating to our own services or those of selected partners. Your personal information may also be collected so that Russo Estate can promote and market products and services to you. This is to keep you informed of products, events, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

Sharing your information

In order to deliver our services to you, Russo Estate may disclose your personal information to organisations outside Russo Estate. Your personal information may be disclosed to these organisations only in relation to our business, and Russo Estate takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may carry out or provide:

- customer enquiries;
- mailing systems;
- billing and debt-recovery functions;
- information technology services;
- marketing, telemarketing and sales services;
- market research; and
- website usage analysis.

In addition, we may disclose your personal information to:

- your authorised representatives or legal advisers (when requested by you to do so);
- credit-reporting and fraud-checking agencies;
- our professional advisers, including our accountants, auditors and lawyers;
- government and regulatory authorities and other organisations, as required or authorised by law;
- organisations who manage our business strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our business risk and funding functions; and
- the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

Storage of Collected Personal Information

We are committed to maintaining the confidentiality of the information that you provide us, and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration. In our business, personal information may be stored both electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic information. Likewise, we take all reasonable measures to ensure the security of hard-copy information. When you enter sensitive information (such as credit card numbers) on our website, we encrypt that information using secure socket layer technology (SSL). When credit card details are collected, we simply pass them on in order to be processed as required. We never permanently store complete credit card details. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about privacy or security on our website, you can email us at info@russoestate.com.au

Access to Collected Information

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us at info@russoestate.com.au.

Changes to Privacy Statement

If we decide to change our privacy statement, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently.

Gift vouchers

All Russo Estate gift vouchers are subject to terms and conditions including:

Delivery Policy

If you order your gift voucher from the restaurant, you will receive an email confirmation containing your order details and voucher. Vouchers are valid for a period of 12 months from the purchase date and bookings must be made within this period. No vouchers will be accepted past this duration.

Gift Voucher Policy

Any voucher or gift voucher purchases made either from our website or directly from the restaurant are not valid for refund and cannot be exchanged for cash. No credit or change will be given on the unused portion of the voucher. Gift vouchers are valid for 1 year from the date of purchase and bookings must be made within this period. Gift vouchers are for one use only. All bookings are strictly subject to availability at the time of booking. When making your booking, please quote your voucher number. Acceptance of the gift voucher entered on a reservation as payment is subject to final verification by Russo Estate upon receipt of the booking. Should the total spend be more than the value of the voucher, you must pay the difference in accordance with our terms and conditions. The original voucher must be presented upon arrival for your booking. If the voucher cannot be produced on arrival, then payment must be made for the booking. In this instance, the voucher can be used at a future date (before the expiry date). Vouchers are not replaceable if lost, stolen or destroyed.