

Pennsylvania Liquor Control Board Wine Futures Terms and Conditions for Participation

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Notice: Participation in any Bordeaux Wine Futures offering is governed by these Terms and Conditions for Participation by individual consumers (“Futures T&Cs”). Please review carefully prior to submitting an order. Participation is limited to individual consumers only and any Bordeaux Wine Futures products purchased may not be resold.

Introduction

Thank you for your interest in the Pennsylvania Liquor Control Board (“PLCB”) Bordeaux Wine Futures offering (“Futures”). Futures refers to the process of buying Bordeaux wines before they are bottled and released into the market. Futures are purchased before bottling occurs and the product is usually shipped 2-3 years after the sale.

The PLCB, based on its statutory grant of authority, is the primary wholesaler and retailer of wine and spirits in Pennsylvania. Because of this role, the PLCB is the only entity that can legally sell Futures in Pennsylvania. The PLCB has decided to offer select Futures for purchase by interested customers.

Scope of Futures Terms and Conditions

These Futures T&Cs govern the sale of Futures to individual consumers (referred to herein as “customer” or “you”). In addition, these Futures T&Cs are supplemented by the general website Terms of Use posted on [FWGS.com](https://www.fwgs.com) (the “FW&GS website”), which are incorporated herein by reference. Customers will be required to acknowledge that they have reviewed and understand these Futures T&Cs, which include the Website Terms of Use governing the FW&GS website, prior to purchasing any Futures. In the event of a conflict between the Futures T&Cs and the [Terms of Use](#) for the FW&GS website, the Futures T&Cs shall prevail.

Selection of Product Codes or Brands

The PLCB has the sole discretion to select what product codes or brands to make available for sale as Futures. Selection of a product code or brand for inclusion in the Futures program does not guarantee that the same product code or brand will be made available again in any subsequent Futures.

Pricing

The PLCB reserves the right to change the price of its Futures at any time, and to charge additional fees as set forth below. With the exception of any additional fees that may be charged as set forth below, a customer’s pricing will be locked in at the time payment is remitted. In no event shall customers be permitted to reduce the amount of Futures purchased.

Additional Fees

For all 2020 and subsequent Futures, the PLCB reserves the right to charge customers additional fees to cover the costs of any applicable taxes, duties, and/or tariffs that may be assessed to the PLCB at the time of delivery of the wines to the United States. Moreover, the PLCB may, within its discretion, collect such fees prospectively at the time of order placement or retroactively at a later date, pursuant to the manner of its choosing.

Pickup of Futures Products

At the time of purchase, customers must designate at which FW&GS store location they wish to pick up their products. All Futures will be delivered to stores as they are received by the PLCB; therefore, multiple deliveries for a single order may be made over a period of weeks or months. The PLCB cannot guarantee original packaging from the producer will be made available. Customers will be notified when the PLCB has received and prepares to ship Futures. Futures purchased will be delivered to the FW&GS store that you have indicated in your customer account. Customers whose designated store has been closed (either temporarily or permanently) will be notified of such event and afforded the opportunity to select an alternate store for pickup.

FINE WINE & GOOD SPIRITS

Customers will receive an email notification once a Futures order has arrived at their designated Fine Wine & Good Spirits store and is available for pickup. Customers must pick up Futures orders within 15 calendar days from the date that such email notification is sent. If a Futures order is not picked up within this timeframe, such order will be considered abandoned and become the property of the PLCB. **NO REFUNDS will be provided for abandoned property.**

If, after being notified that a Futures order is available for pickup, you determine that you will not be able to pick up your order within the 15-calendar day timeframe, you must contact customer service at ra-lbpawineandspirits@pa.gov or (800) 332-7522, ext. 4, to make alternative arrangements. Requests for alternative pickup arrangements must be received and approved by customer service prior to the expiration of the 15-calendar day timeframe to avoid any loss.

Customers may name a designated individual who may pick up the order in accordance with the *Third-Party Pickup* section of the Terms of Use for the FW&GS website. Anyone picking up a Futures order must be 21 years of age and will be required to present a valid photo ID.

Eligibility to Participate

Participation is limited to you only and any Futures purchased may not be resold. In order to be eligible to purchase Futures, customers must sign up for or have an existing customer account through the FW&GS website, with billing information on file. Only customers who are at least 21 years of age and have provided a verifiable billing address are eligible to purchase Futures. Moreover, each customer is responsible for creating and maintaining his or her own customer account.

PLCB licensees are not permitted to purchase Futures for resale at their licensed premises.

Updating Customer Information

It is the customer's sole responsibility to update their customer account with a current and valid email address and phone number, a preferred pickup location, and any designated parties who may pick up orders on their behalf. It is also strongly recommended that customers take extra care to supply a current email address and phone number. Customers should exercise any other necessary steps to ensure that emails sent by the PLCB can be received. The PLCB is not responsible for any issues arising from sent email notifications being blocked, diverted, deleted, or otherwise not received.

Purchase Period

A finite amount of Futures will be purchased by the PLCB each year. Such Futures will subsequently be offered for sale to Pennsylvania consumers on the FW&GS website. Futures will be available for purchase until all offerings are sold out or at the PLCB's discretion. Customers must remit full payment for Futures at the time of purchase, except that payment for any additional fees charged as set forth above may occur at a different time as directed by the PLCB. If customer's method of payment is expired, invalid, or otherwise declined, the order will be cancelled, and the products will revert back to PLCB inventory.

No Guarantee of Quality or Delivery

FUTURES ARE A SPECULATIVE COMMODITY FOR WHICH THERE ARE NO GUARANTEES OF PRODUCT QUALITY OR AVAILABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL SALES OF FUTURES BY THE PLCB ARE FINAL AND THAT PRODUCTS ARE SOLD "AS IS." NO REFUNDS OR EXCHANGES WILL BE PERMITTED FOR FUTURES EXCEPT AS DETAILED BELOW.

No Returns or Rejections

Futures ordered through the PLCB may not be returned for any reason. Under no circumstances may quantities of Futures ordered be reduced. Customers are responsible for taking possession of all Futures ordered and delivered.

PLCB may make tests and inspections of Futures once received at the PLCB warehouse. The PLCB reserves the right to reject such product if, upon such tests and inspections, the product does not conform to requirements. Upon rejection by the PLCB, said product will be returned to the vendor and customer will be refunded payment by the PLCB. To be clear, paragraph 15 of the Terms of Use for the FW&GS website regarding returns does not apply to Futures orders.

Refunds

In the event that PLCB does not receive the Futures ordered, then refunds for those products will be provided to affected customers. If an item is broken, damaged, or otherwise lost prior to the time of delivery — whether by the supplier, shipping company or the PLCB — a Futures customer will only be entitled to receive reimbursement from the PLCB for the amount of monies actually paid to the PLCB relative to the purchase of the product; no other reimbursement or compensation will be made. Additionally, the PLCB is not responsible for and will not offer any compensation for any product breakage, damage, or loss that may occur after a Futures has been picked up by customer or their designee.

Resale of Product/Criminal Activity Prohibited

Futures offered for sale cannot be resold under any circumstances. The sale of alcoholic beverages without a license is strictly prohibited under Pennsylvania law. The transfer of a Futures purchase for consideration of any kind, whether to another person or a licensee, is considered an illegal sale of alcohol and is strictly prohibited. Anyone suspected of violating applicable Pennsylvania laws governing alcoholic beverages will be reported to the Pennsylvania State Police, Bureau of Liquor Control Enforcement.

Furthermore, anyone suspected of engaging in fraudulent or other criminal activity in connection with the Futures program or otherwise will be reported to the appropriate law enforcement authorities.