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[Customer Service](#) / [Terms & Conditions](#)

# Terms & Conditions

LAST UPDATED: February 1, 2024

These Terms & Conditions govern your access to and use of the Total Wine & More website and webpages, mobile site and/or app (the "Sites"). The Sites are operated by Retail Services & Systems, Inc. for certain affiliates that operate under the Total Wine & More brands and associated brands in various states (hereafter, "Total Wine"). When using the Sites, please be sure to use the "My Location" button at top righthand corner of the landing page, which will allow you to obtain Store details by state as well as the products sold in those states.

These Terms & Conditions apply to all persons who visit any of the Sites ("Visitors"), regardless of a Visitor's purpose, use, or amount of use. In these Terms, "you" and "your" refer to each Visitor and his or her agents (unless the context requires otherwise), and "we", "us" and "our" refer collectively to Total Wine.

Accessing the Sites, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms & Conditions, our Privacy Policy, and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Site, or to products and services that we make available to you through the Site (all of which are deemed part of these Terms & Conditions). These Terms & Conditions are in addition to any other terms and conditions that may apply to purchases you make in-Store (as opposed to online) at a retail location.

We reserve the right to change these Terms & Conditions or to impose new terms and conditions on use of the Site, from time to time, in which case we will post the revised Terms & Conditions on this website and update the "Last Updated" date to reflect the date of the changes. By continuing to use the Sites after we post any such changes or notify you of any material changes, you accept the Terms & Conditions, as modified.

We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms & Conditions or who, in our sole judgment, interferes with the ability of others to enjoy our Sites or infringes the rights of others.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY AND BINDING ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO  
ER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND

[Earn Rewards](#)

NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER. DO NOT ACCESS OR USE ANY OF THE SITES IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

THE SITES ARE ONLY INTENDED FOR VIEWING IN THE UNITED STATES IF YOU ARE 21 YEARS OF AGE OR OLDER. If you do not meet these requirements, you are not authorized by us to use or view any of the Sites.

If you have questions or concerns about our specific terms, please send an e-mail to [privacy@totalwine.com](mailto:privacy@totalwine.com).

- [Privacy Policy](#)
- [&MORE Rewards Program and Concierge In Store Program](#)
- [Accessibility of Our Sites](#)
- [Site Security](#)
- [Your Account](#)
- [Use of Our Sites](#)
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- [Termination of Use](#)
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- [Disclaimer of Warranties](#)
- [Limitation of Liability](#)
- [Indemnity](#)
- [Arbitration Agreement](#)
- [Other](#)

## Privacy Policy

Your use of our Sites is also subject to our [Privacy Policy](#).

## &MORE Rewards Program and Concierge In Store Program

### &MORE Rewards Program

In certain states, customers are eligible to participate in state-specific &MORE Rewards Programs. For more information on the Terms and Conditions governing the &MORE Rewards Program, please click [&More Rewards Terms & Conditions](#).

## Concierge In Store Program

For the convenience of customers who want a different level of service, Total Wine offers a choice to communicate with in-store team members using text messaging and email through the Concierge In Store Program. In order to participate in the Concierge In Store Program, you must consent to receive both text and email messages from Total Wine & More. For more information on text messaging (including opt-out options), see [Mobile SMS/Texting and Mobile Apps](#). For more information on email communications (including opt-out options), see [E-mail & Account Registration](#) in our [Privacy Policy](#).

## Accessibility of Our Sites

### Sites, Stores & Services Intended for Persons Aged 21 or Older Only

We make every effort to ensure that alcoholic beverages are not sold or delivered to anyone who is under the age of 21. By using this site, you represent that you are over the age of 21. Also, Total Wine works diligently to ensure that alcohol beverages are not delivered to anyone who is under the age of 21. By using the Sites, you represent that the person placing an order, picking up the order in one of our Stores (called “in-store pickup” or “ISP”), or receiving a shipment or delivery of alcoholic beverages from us (where permitted) is over the age of 21. You also agree that any alcohol purchased from us is intended for personal consumption and not for resale.

Your representations are critical to your right to use the Sites. If you intentionally or unintentionally misrepresent your age in order to obtain or provide alcohol to a person under the age of 21, we may take action to prevent you from accessing the Sites and report your misrepresentation to the appropriate authorities.

### Customers With Disabilities

Total Wine strives to make our Sites’ content accessible and user-friendly. Consistent with this goal, we continually strive to meet online usability and design standards recommended by the World Wide Web Consortium (W3C) in its Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0 AA) or other standards to the extent required by the Americans with Disabilities Act (ADA).

If you are having difficulty viewing the content on our Sites or navigating our Sites, please contact us at [customercare@totalwine.com](mailto:customercare@totalwine.com) or [\(855\) 328-9463](tel:(855)328-9463).

### Parental Control Protections

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 information and content that may be objectionable or harmful to minors as specified by law. Among the many companies that provide Internet blocking and screening software are CyberPatrol, NetNanny, and SurfWatch. We do not sponsor or endorse or control any of these companies or their services.

# Site Security

We aim to protect your personal information by implementing and maintaining commercially reasonable security, such as by using reasonable organizational, technology and physical safeguards appropriate to the type of the personal information we hold. However, no security controls can be expected to be effective all of the time, and therefore Total Wine cannot ensure or warrant the security of your personal information. We therefore urge you to always use caution when transmitting information over the Internet.

# Your Account

You may create a personal account to place an order using the Sites for the Stores where you would like to shop, or to participate in our Loyalty program. You have the ability to purchase on our site without creating an account; however, you will need to reenter your personal information each time you use our site in order to make a purchase.

If you create an account, you may be asked or required to provide your personally identifiable information, such as your name, address, phone number or email address (“Personal Information”). Further, if you register on any of the Sites, you may be asked to provide additional information, including your Loyalty Account Number. Please see our [Privacy Policy](#) for more information on how we protect your Personal Information.

If you create an online account, you agree to provide truthful, accurate and complete information about yourself as prompted by the online or mobile forms. If we have reasonable grounds (as determined by us in our sole discretion) to suspect that the Personal Information you provide for opt-in or registration purposes is untrue, inaccurate or incomplete, we have the right to refuse, with or without notice, any and all current or future requests you make through the Sites and/or to suspend or terminate your Account.

We shall have no liability associated with or arising from your failure to maintain accurate Personal Information in connection with your Account, including, but not limited to, your failure to receive critical information about Total Wine and/or the Sites.

Your selection and use of an Account username and password, and any other information required for security access and authentication purposes, are subject to these Terms. You agree not to share your username, password and any security-related information with anyone. You are responsible for all use of your Account and for ensuring that access to and use of your Account complies fully with these Terms & Conditions. You acknowledge and agree that any use of your Account through your username, password and security information shall be deemed to be your actions, which we may rely upon. You are responsible for protecting the confidentiality and security of your Account.

# Use of Our Sites

At Total Wine, our goal is to create a positive, rewarding, and safe experience in connection with our Sites. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to the Company. When you use the Sites, you may **not**:

- Intentionally or unintentionally violate any law, regulation or these Terms & Conditions;

- Misrepresent or try to deceive us as to your identity or the identity of anyone else, use buying agents or conduct fraudulent activities;
- Violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- Distribute, retransmit, republish, reuse, re-post, or use any of the design features, logos, tradenames, trademarks or other content of the Sites for public or commercial purposes, without Total Wine's prior written permission;
- Post, share, send, or otherwise use the Sites to do anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- Alter or interfere with the content or functioning of the Sites, or "mirror" any content contained on the Sites on any other server;
- Transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- Use automated technology of other means to use the Sites or scrape or crawl any pages or content contained in the Sites. Total Wine may allow operators of public search engines to use spiders to index materials from the Sites for the sole purpose of creating publicly-available searchable indices of the materials, and Total Wine reserves the right to revoke these exceptions either generally or in specific cases;
- Exceed authorized access, tamper with, or misuse any areas of the Sites or Total Wine's computer systems, resources, programming, code or communications capabilities, nor any features or functions of our sites. Anyone who does so or attempts to do so may be subject to prosecution;
- Attempt to circumvent any technological measure implemented by Total Wine or any of Total Wine's providers or any other third party (including another user) to protect the Sites;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to operate the Sites;
- Frame or link to Sites, unless permitted in writing by Total Wine; and
- Advocate, encourage, or assist any third party in doing any of the foregoing while using the Sites.

Also, you agree that you will notify us immediately of any unauthorized use of your account or password, or any other breach of security.

You are responsible for your use of the Sites, and for any use of the Sites made using your account. Your use of our Sites is solely and fully at your own risk and you assume full responsibility for all costs and expenses associated with that attempted, alleged or actual use or access of our Sites.

You may submit reviews or other feedback on the Sites. Any comments, suggestions, or feedback relating to the Sites (collectively "Feedback") submitted to Total Wine shall become the property of Total Wine. Total Wine will not be required to treat any Feedback as confidential, and will not be liable for any ideas (including without limitation, product, services, application, site, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in the Sites, or its operations or business, in the future. Without limitation, Total Wine will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the

Feedback. You acknowledge that you are responsible for whatever material you submit, and you, not Total Wine, have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

## Site Content

### Copyright Notice

All text, graphics, logos, icons, images, audio clips, video clips and software on the site (“Content”) are copyrighted materials owned by or licensed to us. Content may contain trademarks, service marks, trade names, or brand or product names which are owned us or by third parties who license them to us. Unless authorized in writing by an officer of Total Wine, you may not use any Content. Even if we consent in writing, you may not use any of our Content in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, publicly perform, prepare derivative works based on, frame, mirror, repost, exploit for any commercial purpose, or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent or the consent of the rights holder if not us. You may not use the Content on any other website or medium. You may not use the Content in a networked computer environment for any purpose other than to transact with our site as authorized by us. If you violate any of these terms, your permission to use the Content will automatically terminate, you must immediately destroy Content in your possession or under your control and any copies you have made and we may end your authorization to use our site. Nothing shall be construed as conferring any license or right under any copyright, trade secret, patent, trademark or other intellectual property rights to you and we expressly reserved all such rights.

### Third Party Content & Monitoring

Any opinions, advice, statements, services, offers, events or other information or content expressed or made available on our Sites by any third parties (including information providers and users) are those of the respective author(s) or distributor(s) and not ours. We neither endorse nor are responsible for these, in any way, including, without limitation, the accuracy or reliability of any opinion, advice, information or statement made by anyone other than our employee who is authorized by us and is acting in her or his official capacity.

### Links

Our site may contain links to other websites and/or resources. You acknowledge and agree that we are not responsible or liable for their (1) availability or accuracy; or (2) content, advertising or products on or made available. The inclusion of any link on our site does not imply that we endorse, verify, have reviewed or monitor the link or the site reached through the link.

### YouTube

Parts of the Sites use YouTube API Services to provide access to Total Wine’s YouTube channel. You acknowledge and agree to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>) and Google’s Privacy Policy (<https://policies.google.com/privacy>) when engaging YouTube content and services through the Sites. You may manage your YouTube API data by visiting Google’s security settings page at: <https://myaccount.google.com/permissions>.

## Errors on Our Sites

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered and we have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund or other promotional offer or containing any incorrect information or typographical errors. We have the right to refuse or cancel any such orders, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

## Product Orders Using Our Sites

### Validating Your Order

After you place an order using our shopping cart, we will check the information you give us for validity and compliance with state laws and regulations, by verifying your method of payment or shipping address. We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will attempt to notify you using the e-mail address you have given us with the order. Your credit or debit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card.

### Order Acceptance/Confirmation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Total Wine reserves the right at any time after receipt of your order to accept or decline your order for any reason.

### Order Limitations & Product Availability

We may, at our own discretion, limit or cancel quantities purchased per person, per household or per order. We also reserve the right to reject any order you place with us. These restrictions may include orders placed by the same account or individual, the same credit card, and orders that use the same billing and/or shipping address. In the event we make a change to an order, we will attempt to notify you by contacting the e-mail and/or billing address provided at the time the order was made.

Not all items listed on the Sites are available for sale in all Stores, or the prices, promotions, and quantities may vary depending on the state or Store location. Some items, especially highly-allocated or limited quantity items, may be listed on the Sites but may not be available for sale or in the quantities indicated. We reserve the right, in our sole discretion, to restrict or refuse the sale of any such items if the quantities held in inventory exceeds the demand for those items. Please check with the Store for current availability.

### Title & Ownership of Product

Title to, and ownership of, all alcoholic beverages and other products sold through the Sites passes to you upon purchase from your Store of choice, selected by you on the Sites by selecting “My Location” (this website) or “Change Store” (on the app). Once a sale is been approved, there are essentially three ways to receive your purchase: (i) in-Store pickup (or “ISP”), where one of our Store team members will pick your order and have it waiting for you to pick up at your convenience; (ii) delivery, where available, which means that a Store team member will pick your order and either the Store or a third-party delivery vendor will deliver your order to your home or other authorized location within the selected Store’s designated service territory; or (iii) shipping, either intrastate or interstate (where permitted), which means that a common carrier will deliver your order as specified by you. You will be charged the state taxes (including the sales tax), if any, assessed by the state where the sales transaction occurred.

## In-store Pickup (ISP)

All Total Wine Stores permit in-Store pickup. Once confirmed, all orders are subject to product availability and will be available for pickup at the Store you designated in your order according to our pickup policies. We will use the email address provided with the order to contact you when your order is ready for pickup. Some states require the person who placed the order to pick-up the order; other states allow someone else to pick up the order on your behalf. Check with your ISP Store to determine what rules apply. Any person picking up an order in-Store must be aged 21 or older and must present a valid government-issued identification.

If you have not picked up your order within 14 days of placing it, we will attempt to notify you by contacting you with the information provided at the time the order was made. We reserve the right to cancel the order, return the products or other goods, and issue a credit to the credit card used to place the order in the amount of the charge corresponding to the intended purchase. Individual bank policies will dictate when this amount is credited to your account. See [Store Pick-Up](#) for more information.

## Delivery

Delivery to your home, office or event location is available from some Total Wine locations, depending on state law. Where permitted, you (or, where allowed, your designee) must be aged 21 or older and must present a valid government-issued identification in order to obtain your shipment. All delivery orders are subject to product availability and delivery locations, quantities and frequency may be restricted by law or Total Wine discretion. Delivery fees may apply. See [Delivery](#) for more information.

Also, you may have the option to provide your phone number or email address for purposes delivery notifications. For more information, see our [Mobile and Mobile Apps policy](#).

## Shipping

We make no representations about the legality of shipping alcoholic beverages. By arranging for transportation or shipping of any alcoholic beverage under your instructions, we are providing a service to, and acting on behalf of you. As with in-Store pickup and delivery, you (or, where allowed, your designee) must be aged 21 or older and must present a valid government-issued identification in order to obtain your shipment.

All orders placed on our site are subject to product availability and will be shipped according to our [Shipping Policies](#), which may vary based on applicable state law. In the event your order never arrives, notification of lost items must be received within 60 days from receipt of the shipping confirmation e-mail. Please review our [Shipping Policies](#) portion of our Customer Service section for additional information on shipping times, rates and policies.

## Returns

Our goal is that all our customers are satisfied with their orders. Should you need to return an item for any reason, please contact our Customer Service department at [\(855\) 328-9463](tel:(855)328-9463). Note that some states prohibit returns except where product is spoiled or otherwise unfit for consumption. See our [Return Policy](#) for more information.

# Mobile SMS/Texting and Mobile Apps

## Mobile Terms of Use

Total Wine offers areas and features that are accessible via a computer or mobile device, such as a smartphone. These features and areas may include the ability to upload content, make purchases, determine your location, and other similar activities. Note that standard messaging, data, and other fees may be charged by your carrier to engage in any activities which are available on your mobile device. If you have questions about these issues, please contact your carrier as we have no control, and are not responsible for such charges.

You agree that for the functions or services for which you have created an account with Total Wine or have otherwise completed a purchase, we may send communications to your mobile device regarding those functions or services. You also agree that we may collect information related to your mobile device associated with your use of the features and areas which are accessible by your mobile device.

PLEASE READ THESE MOBILE TERMS OF USE CAREFULLY BEFORE SIGNING UP FOR ANY TOTAL WINE TEXT MESSAGING PROGRAM. BY SIGNING UP TO RECEIVE TEXT MESSAGES FROM OR ON BEHALF OF TOTAL WINE, OR BY OTHERWISE PROVIDING YOUR PHONE NUMBER TO TOTAL WINE OR ACCESSING, BROWSING, OR USING THE MOBILE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE THE CURRENT SUBSCRIBER OR CUSTOMARY USER OF THE MOBILE PHONE NUMBER YOU PROVIDED TO TOTAL WINE IN ORDER TO PARTICIPATE IN THE PROGRAM; AND (2) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE YOUR MOBILE PHONE TO ACCESS THE SITES OR PARTICIPATE IN THE TOTAL WINE TEXT MESSAGING PROGRAMS. You are also subject to and agree to comply with Total Wine's Terms & Conditions located on this page and Privacy Policy with respect to text messaging, mobile phone, and mobile app usage.

PLEASE NOTE: You agree that if the mobile telephone number you provide as part of Total Wine Recurring Offers at any time becomes reassigned, terminated or otherwise no longer your current mobile telephone number, you will PROMPTLY NOTIFY Total Wine of any such reassignment or termination by calling [\(855\) 328-9463](tel:(855)328-9463) or by sending an email to [customercare@totalwine.com](mailto:customercare@totalwine.com).

## SMS/Text Message Eligibility Requirements

## AGE REQUIREMENTS

To receive Total Wine text messages, you must be a resident of the United States. Because messages may contain content regarding alcohol, you must be 21 years of age or older. Total Wine reserves the right to require you to prove that you are 21 years of age or older.

## YOUR MOBILE TELEPHONE NUMBER

You represent that you are the account holder for the mobile telephone number(s) that you enroll. You are responsible for notifying Total Wine if you change your mobile telephone number. You must notify Total Wine of a number change by contacting Total Wine Customer Care at [\(855\) 328-9463](tel:(855)328-9463) or [customercare@totalwine.com](mailto:customercare@totalwine.com). You may be required to verify your identity in order to make such a change.

You agree to indemnify Total Wine in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to adhere to any of these terms and conditions, including the duty to notify Total Wine if you change your telephone number.

## MESSAGE & DATA RATES MAY APPLY

All charges are billed by and payable to your mobile service provider. Total Wine or its third-party delivery provider does not charge for sending or receiving text messages. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, your opt-out status, and the date, time, and content of your messages. We may use this information to contact you and to provide you with the Program services. All data obtained is subject to our [Privacy Policy](#).

## SUPPORTED CARRIERS

It is your responsibility to determine if your mobile carrier supports text messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Supported carriers may change from time to time, but currently include these SMS supported carriers: AT&T, T-Mobile®, Verizon, Sprint, U.S. Cellular, Boost Mobile, Cricket, Virgin Mobile, Iowa Wireless, Metro PCS, ACS Wireless, West Central Cellular, Ntelos, Bluegrass, Plateau Wireless, AWCC, Cincinnati Bell, Cellular South, Carolina West Wireless, Immix Wireless/Keystone Wireless, Golden State Cellular, Cellcom, ECIT, GCI/Alaska Digital, Inland Cellular, Illinois Valley, Nex-Tech, Chat Mobility, NW Missouri Cellular, NE Cellular One of PA, Element Wireless, MTPCS, Thumb Cellular, Viaero Wireless; and these MMS Supported Carriers: AT&T, Cricket, T-Mobile®, Sprint, Verizon, U.S. Cellular.

You acknowledge that any text messages you receive from Total Wine or its third-party delivery provider are distributed via third-party mobile network providers. As a result, Total Wine or its third-party delivery provider cannot control certain factors relating to message delivery (e.g. delayed or undelivered messages or the security of any messages). You further acknowledge that neither Total Wine, its third-party delivery provider, nor your wireless carrier is liable for delayed or undelivered text messages.

## Types of SMS/Text Message Alerts

Below is more information on the types of text messages you may receive. In all cases, consent to receive text messages is not a condition of purchasing any goods or services, and message and data rates may apply:

### TRANSACTIONAL SMS/TEXT MESSAGES

- In-Store Pick-Up Order Status. By voluntarily providing your cell phone number to Total Wine, you consent to receive transactional, operational, or informational text messages at that phone number, including but not limited to order confirmations; shipping and delivery notifications; and order pick up reminders and alerts. Specifically, you may elect to receive a SMS/text alert regarding the status of any in-Store pick-up order that you place via the Site. If you elect to receive a status update, Total Wine will send a one-time automated SMS/text message regarding the status of your order to your mobile telephone. Please note that to receive status updates from Total Wine, you will be required to elect to receive a text message for each individual order status notification requested. Message and data rates may apply.
- Delivery Order Status. You consent to receiving SMS/text alerts regarding the status of any delivery order that you place via the Site. If you elect to receive a status update, Total Wine or its third-party delivery provider will send automated SMS/text messages regarding the status of your order to your mobile telephone. Message and data rates may apply.

### MARKETING SMS/TEXT MESSAGES, INCLUDING CONCIERGE IN STORE MESSAGES

- By voluntarily providing your cell phone number to Total Wine, you consent to receive marketing and promotional text messages at that phone number, including information about Total Wine products and services (ex: featured wines, special deals, and store events). Total Wine and its service providers may use an autodialer or other automated technology (such as Twilio) to deliver text messages to you. Please note we may not be able to deliver messages to all mobile carriers. Consent to receive texts is not a condition of purchasing any goods or services. For more information about the Concierge In Store program, click [&MORE Rewards Program and Concierge In Store Program](#).

## Consent to SMS/Text Message Alerts

### OPTING-IN TO SMS/TEXT MESSAGES

#### How to Opt-In

To opt-in to receive text messages from the Total Wine text messaging programs, please follow the instructions provided in the texting program confirmation email. You will be required to read and consent to these terms and conditions in order to participate in the text messaging programs. If, after reading the terms and conditions, you consent to be bound by the terms and conditions, you will be asked to acknowledge and confirm your consent. If you do not consent to be bound by these terms and conditions, you will not be eligible to participate in our text message programs.

### How to Opt-Out

To stop receiving text messages from a specific Total Wine text messaging program, reply STOP to the telephone number from which you no longer wish to receive messages (i.e. the telephone number from which Total Wine text messages are being sent). You may also contact Total Wine Customer Care at [\(855\) 328-9463](tel:(855)328-9463) or by email at [customercare@totalwine.com](mailto:customercare@totalwine.com) to opt-out of any Total Wine text messaging program. You acknowledge that after replying STOP, you may receive additional communications confirming your opt-out status. Following such confirmation message, no additional text messages associated with the program will be sent to you unless you reactivate your subscription. This will only opt you out of the specific text messaging program associated with that Total Wine telephone number. You will remain opted-in to other Total Wine text messaging programs. After opting-out of receiving text messages, you can re-enroll in any Total Wine text messaging program by following the instructions for that program. We would be happy to welcome you back.

### Support/Help

To request more information, text HELP to the Total Wine telephone number for the text messaging program about which you have questions (i.e. the telephone number from which Total Wine text messages are being sent). You may also receive help by contacting Total Wine Customer Care at [\(855\) 328-9463](tel:(855)328-9463) or by contacting your local Total Wine & More store.

### Termination of Text Messaging

We may suspend or terminate your receipt of Total Wine text messages if we believe you are not using our Services in accordance with these Terms and Conditions. Your receipt of Total Wine text messages is also subject to termination in the event that your mobile phone service terminates or lapses. Total Wine reserves the right to modify or discontinue, temporarily or permanently, all or any part of Total Wine text messages, with or without notice.

### Changes to these Mobile Terms of Use

These Mobile Terms of Use may be updated by Total Wine at any time without prior notice. By continuing to be enrolled in any Total Wine promotional text messaging program, or by providing your mobile phone number for transactional, operational, or informational text messages, you agree to any changes.

### Questions

For questions about these Mobile Terms of Use or Total Wine's text messages, please contact Total Wine Customer Care at [\(855\) 328-9463](tel:(855)328-9463) or [customercare@totalwine.com](mailto:customercare@totalwine.com).

## Termination of Use

We may terminate your Total Wine account or prevent use of the Sites with or without cause at any time, with immediate effect. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend or discontinue all or any aspects of the Sites at any time without prior notice.

## Force Majeure

We shall be excused from performance under this Terms & Conditions if we fail or are prevented, forbidden or delayed from performing by reason of: (a) any provision of any present or future law or regulation or order of any court, the United States of America, or any State or local government body, (b) any act or omission of a third party, or (c) any act, emergency condition, war, computer or telecommunications failure or other circumstance beyond our control.

## Governing Law and Venue

This agreement will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any principles of conflicts of law.

## Disclaimer of Warranties

We make no representations about the suitability, reliability, availability, timeliness and accuracy of the Sites. OUR SITES, THEIR CONTENT AND ALL PRODUCTS SOLD ARE 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.

WE CANNOT AND DO NOT WARRANT, PROMISE, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, SECURITY, RELIABILITY, AVAILABILITY OR ANY USE OF THE FUNCTIONS, FEATURES, OPERATIONS, CONTENT OR INFORMATION ASSOCIATED WITH THE SITES, OR THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

## Limitation of Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF ANY TOTAL WINE ENTITY TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF FIFTY CENTS (\$0.50). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NO TOTAL WINE ENTITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

If you are dissatisfied with any portion of Sites, or with any part of the Terms & Conditions or your transactions with us, your sole and exclusive remedy is to discontinue using Sites and stop initiating transactions with us. This sole and exclusive remedy is separate and independent of any other provision that limits our liability or your remedies under this Agreement.

You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Sites or these Terms & Conditions must be filed by you within one year after such claim or cause of action arose or be forever barred.

# Indemnity

You agree to indemnify, defend, and hold harmless Total Wine, its affiliates, employees, officers, agents, vendors and service providers (“Total Wine Entities”), from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest and expenses (including attorneys’ fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Total Wine Entities, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) any content you post or upload on the site; (ii) your use of the site and your activities in connection with the site; (iii) your breach or alleged breach of these Terms & Conditions; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities in connection with your use of the site or your activities in connection with the site; (v) information or material transmitted through your device used to access the site, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Total Wine Entities use of the information that you submit to us (all of the foregoing, “Claims and Losses”). You will cooperate as fully required by Total Wine Entities in the defense of any Claim and Losses. Notwithstanding the foregoing, Total Wine Entities retain the exclusive right to settle, compromise and pay any and all Claims and Losses. Total Wine Entities reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Total Wine Entity.

# Arbitration Agreement

PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY BINDING ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A CLASS ACTION AND MASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION OR MASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

It is Total Wine’s goal that the Sites meet your expectations and that you are satisfied. However, there may be instances when you have a problem or dispute that needs special attention. In those instances, Total Wine is committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with Total Wine, you acknowledge and agree that you will first give Total Wine an opportunity to resolve your problem or dispute. This includes you first sending a written description of your problem or dispute to Total Wine & More, 6600 Rockledge Drive, Suite 150, Bethesda, MD 20817, Attn: Legal Department, Re: Customer Dispute. You then agree to negotiate with Total Wine in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Total Wine’s receipt of your written description of it, you agree to the further dispute resolution provisions below.

You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of any of the Sites and these Terms shall be final and

binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any of the Total Wine Entities' or any third party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by the Total Wine Entities and/or the applicable third party(ies) either in court or from an arbitrator. You and we acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite any other choice of law provision). To the extent that the Federal Arbitration Act and federal arbitration law do not supply substantive law necessary for the resolution of any disputes or claims, the laws of the State of Maryland shall apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid of arbitration, confirmation of the award, and judgment enforcement, the laws of the State of Maryland shall apply.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (“AAA”). The arbitration shall be administered by AAA pursuant to its Consumer Arbitration Rules. If the arbitration results in an award, then judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You and any of the Total Wine Entities, as applicable, agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You agree that any claim for or award of attorneys’ fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived. An arbitrator may award on an individual basis any relief. As a limited exception to the agreement to arbitrate, you and we agree that you may take claims to small claims court, if your claims qualify for hearing by such court.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER VISITOR OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS OR MASS ACTIONS SHALL BE PERMITTED. “Mass Action” means a situation in which a party is represented by a law firm or other representative, or a collection of law firms or other representatives, that has initiated more than fifty (50) arbitration Demands with common questions of law or fact against Total Wine within 180 days of initiating your arbitration Demand. In the event that this **CLASS ACTION OR MASS ACTION WAIVER** is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

WE BOTH AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND TOTAL WINE BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.

In no event shall any claim, action or proceeding by you related in any way to this Arbitration Agreement be instituted more than two (2) years after the cause of action arose.

## Other

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site.

In the event of any conflict between any such third-party terms and conditions and these Terms & Conditions, these Terms & Conditions will govern.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

If any provision of these Terms & Conditions is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms & Conditions and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms & Conditions will not prevent us from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms & Conditions, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

### Contact Customer Care

+ 1 (855) 328-9463

Mon.-Sun.: 9 a.m. - 12 a.m. ET

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