

# Amazon Vine Terms and Conditions

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Vine is a marketing program operated by Amazon EU S.à r.l. and Amazon Services Europe S.à r.l. (together with its affiliates, "Amazon", "we" "our", or "us") through which select products are provided to certain Amazon customers ("Vine Voices") for review (the "Program"). Vine is currently open to Amazon Vendors and any Seller. To protect the anonymity of our population of Vine Voices, seller units requested by Vine Voices must be fulfilled via FBA. Your participation ("you" and "your" means the Vendor or Seller being party to this agreement) in the Program is subject to the terms and conditions stated below (the "Vine Agreement") and the terms and conditions governing either the sale of your products to us or our affiliate entities ([Vendor Terms and Conditions](#)) or on our websites ([Amazon Services Europe Business Solutions Agreement](#)) (each of which are described as the "Applicable Amazon Terms"). To the extent there is a conflict between the Applicable Amazon Terms and this Vine Agreement regarding your participation in the Program, the terms of the Applicable Amazon Terms shall prevail.

In order to participate in the Program, you must:

- maintain an account with Vendor or Seller Central, as applicable, and provide and keep all required information accurate and up to date in Vendor or Seller Central, including but not limited to your e-mail address and billing contact information; and
- agree to the terms and conditions in this Vine Agreement by subscribing to the Program via clicking the "submit" button included in this Vine Agreement.

## 1. Amendment; Notice of Changes.

These terms may be amended in accordance with the modification provisions set forth in your Applicable Amazon Terms.

## 2. How the Program Works.

(a) Enrollment Requests. You may enroll certain products in the Program as explained and specified in the Vine Help Pages for Vendors and Sellers ("Products"). To enroll a Product, you must use our online enrollment tool and provide all required information. You may not enroll any ineligible Products. We will have the right to reject any Product you enroll, at any time if we determine that it is ineligible. Any Products that we do not reject are "Accepted Products". Amazon may also reject Accepted Products at any time if we determine that they are ineligible.

(b) Enrollment Fees. Unless otherwise agreed between you and Amazon, the applicable fee to enroll each Product or Products in the Program ("Fees") will be displayed during the process of enrolling a product in the enrollment tool. Fees will be billed as set out in the respective Vine Help Pages for Vendors and Sellers. We may change the applicable Fee for any Product at any time on a prospective basis. We may offset the Fee from any amounts we owe you. The Fees are exclusive of any applicable taxes.

(c) Taxes. To the extent that we are required to collect or remit any tax in connection with the Fees under this Vine Agreement, we will issue tax invoices to you and you will reimburse us for those taxes within 30 days after the date of our invoice. You will not deduct or withhold any amounts (including, but not limited to, in respect of any present or future taxes) from the Fees.

(d) Product Delivery. You will ship to us the Product at your own cost and in accordance with our [shipping requirements](#). Risk of loss for all Products will transfer to us upon our acceptance from the carrier. However, we will not be responsible for any Products that you ship to us that are not properly labeled, or not otherwise in compliance with our shipping requirements. If you are shipping any products to us from outside the European Union, ~~or the United Kingdom~~ [\(as the case may be\)](#), you will be the importer of record.

The provisions in this subdivision (d), including the risk of loss, will not apply to any Products that are Fulfilled by Amazon (FBA) as we will use your existing inventory to fulfill deliveries to Vine Voices.

(e) Accepted Product Offerings. If we make available to Vine Voices information about the Accepted Products, including, but not limited to the item title and description, you will not have an opportunity to review or approve such information.

(f) Reviews. Accepted Products will be delivered to Vine Voices who have requested the Accepted Product. We will encourage the Vine Voices to post their reviews of the Accepted Product (the "Reviews") to the product detail page for the Accepted Product on [amazon.co.uk](https://www.amazon.co.uk) (the "Amazon Site"). Any reviews posted by Vine Voices must be independent and unbiased and reflect the Vine Voice's true opinion (regardless whether it is positive or negative). We make no assurances concerning the Vine Voices or the Reviews, including, but not limited to (i) the number of Accepted Products that Vine Voices will choose to review, (ii) the nature of any Reviews that Vine Voices may submit, or (iii) our ability to maintain the confidentiality of any Accepted Product or other materials that we provide to Vine Voices. We will have no obligation to modify or remove Reviews from the Amazon Site, even if you find them objectionable. We may modify or remove Reviews that are not in line with the [Community Guidelines](#). You must not contact Vine Voices or attempt to influence Vine Voices or their Reviews. If a Vine Voice attempts to contact you other than for ordinary customer support, you must decline any further communication and notify us.

(g) Product Removal. You may request that we remove an Accepted Product from the Program by contacting us through [Vendor Central](#) or [Seller Central](#) respectively and telling us that you want to remove the Accepted Product. We will use reasonable commercial endeavours to remove any Accepted Product after we receive your notice or after termination of this Vine Agreement, but in no event will we be able to remove any Accepted Product later than 5 business days before we offer the Accepted Product to Vine Voices. For avoidance of doubt, removal of an Accepted Product from the Program or termination or non-renewal of this Vine Agreement will not require Amazon to delete or alter any Reviews previously posted.

(h) No Product Returns. We will not return any Accepted Products to you. We will use reasonable commercial endeavours to distribute all Accepted Products to Vine Voices. However, we may destroy any Accepted Product at any time following the date ninety days after our receipt of the Accepted Product. Accepted Products that are enrolled in FBA will not be destroyed and will remain in your inventory.

### **3. Ownership of Accepted Products and Reviews.**

You will keep all right, title and interest in any given unit of the Accepted Products until a Vine Voice orders a unit and it is delivered to the common carrier for delivery to the Vine Voice, at which point all right, title and interest in such unit passes to the Vine Voice. The Vine Voice owns the copyright of the review. You can ask for the reviewer's permission to use a review, including, but not limited to your product description, by responding to the review, subject to the [limitations applicable to Promotional Content](#). Subject to permission from the Vine Voice, you may use the Reviews or excerpts of the Reviews of your Accepted Products that are on the Amazon Site for your internal business purposes and for marketing Accepted Products, provided, (i) that any such use will properly attribute the Reviews to an "Amazon Vine Customer Review of Free Product"; (ii) Amazon may, by written notice, require you to cease any use of the Reviews that it deems inappropriate in its sole discretion, in which case you will cease such use immediately; and (iii) you may only excerpt Reviews in a manner that does not materially alter the meaning of the text or cause the text to become factually incorrect or misleading. You may not use any Reviews that are no longer posted on the Amazon Site. Amazon has the right but not the obligation to keep track of, edit or remove any activity or content. Amazon takes no responsibility and assumes no liability for any content posted by Vine Voices.

### **4. Term and Termination.**

The term of this Vine Agreement will begin on the date you enroll into the Program by clicking the "Submit" button at the bottom of this Vine Agreement and will continue until we or you terminate this Vine Agreement in accordance with the provisions set forth in your Applicable Amazon Terms. You will not enroll Products into Vine after you send us a Termination Notice and, if you are a Vendor, will not ship any Products to us. Seller's FBA inventory remains available for purchase as regular FBA inventory unless Seller terminates the enrollment of Products in FBA per the Fulfilment by Amazon Service Terms. Upon termination, all rights and obligations of the parties under this Vine Agreement will terminate, except that Sections 2(b), 2(c), 2(e), 2(f), 2(g), 3, 4, 5, 6, and 7 will survive termination.

### **5. Indemnification.**

The Applicable Amazon Terms apply to your indemnification obligations and our indemnification obligations respectively.

### **6. Disclaimer of Warranties.**

The Program is provided on an "as is" basis, meaning you accept the Program in the way it is currently offered by Amazon and we are not obligated to make any changes to the Program or to continue the Program.

**7. Limitation of Liability.**

Both Parties are liable for damages suffered in accordance with the provisions set forth in your Applicable Amazon Terms.

**8. Products Submitted under the Vine Program.**

The Products that you submit to us under the Program are "Products" or "Your Products" under the Applicable Amazon Terms, including for purposes of provisions related to your representations and are warranties, and your indemnification and defense obligations, as applicable.

**9. Governing Law; Venue.**

This Agreement is governed by the law governing your Applicable Amazon terms. Any dispute arising out of this Vine Agreement will be resolved as set forth in your Applicable Amazon Terms.