RULES OF USE FOR THE CERTIFICATION TRADE MARK ‘APERÁ’

1. The Australian Wine and Brandy Corporation (the AWBC) has applied to register ‘Aperá’ (Trade Mark Application No. 1276426) as a certification trade mark in class 33.

2. The use of the Trade Mark and certification of Approved Users will be governed by these Rules and by the AWBC, as the Australian Government statutory authority established in 1991, responsible for providing strategic support to the Australian wine sector, including the core responsibilities of export promotion and compliance, domestic and international wine promotion, wine sector information and analysis, maintaining the integrity of Australia’s wine labels and winemaking practices, defining the boundaries of Australia’s wine producing areas and assisting with negotiations with other countries to reduce trade barriers.

3. The Rules relate to the use of the Trade Mark in respect of the following goods and services:
   a. Wines and
   b. Advertising, promotion, marketing, publicity and public relations services; marketing research services; services associated with advertising, competition and export business; business administration and business management; assistance services; consultancy and advisory services; arranging, organising and conducting exhibitions, testing events, trade shows and fairs; provision of information; all of the foregoing being in relation to wines, the sale thereof, wine production and the wine industry.

Definitions

4. In these Rules:
   a. “Aperá White” means a wine which complies with and has the basic essence and characteristics referred to in the “Code of Practice”:
      i. where produced in Australia - wine made with the addition of grape spirit that contains no less than 150g/L, and no more than 250g/L, of ethanol at 20 degrees (17.5%) or
      ii. in any other case - wine made with the addition of grape spirit that contains no less than 150g/L, and no more than 225g/L, of ethanol at 20 degrees (17.5%) and which complies with the laws of the country in which it is produced.
   b. “Approved User” means a party who has entered into a Licence Agreement with the AWBC.
   c. AWBC Act means the Australian Wine and Brandy Corporation Act 1980.
   d. AWBC Regulations means the Australian Wine and Brandy Corporation Regulations 1981.

Interpretation

5. In these Rules where the context permits or requires:
   a. words in the singular shall include the plural, words in the plural shall include the singular; and words importing the masculine gender shall include the feminine as well;
   b. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
   c. a statute, regulation or provision of a statute or regulation (‘Statutory Provision’) includes:
      i. that Statutory Provision as amended or re-enacted from time to time;
      ii. a statute, regulation or provision enacted in replacement of that Statutory Provision; and
   d. another regulation or other statutory instrument made or issued under that Statutory Provision.
d. a reference to an entity, group or association includes the entity's, group's or association's successors or assigns;
e. a reference to money is to Australian dollars; and
f. including and similar expressions are not words of limitation.

Property in the Trade Mark
6. The Trade Mark is the absolute property of the AWBC and shall not be used by any person except with the authority of the AWBC.

Right to use Trade Mark
7. The AWBC shall have the authority, in its absolute discretion, to permit Approved Users to use the Trade Mark.
8. Persons who have not entered into a Licence Agreement with the AWBC are not permitted to use the Trade Mark.

Certification Requirements
9. The certification requirements are:
a. completion of an application form for a Licence Agreement;
b. submission to the AWBC of proposed labelling;
c. approval of the proposed labelling by the AWBC;
d. adherence to the Code of Practice;
e. adherence to the Food Standards Code and
f. completion of a Licence Agreement, including payment of the Licence Fee.

Approved Certifier
10. The AWBC, the Approved Certifier, as the Australian Government statutory authority with the responsibilities outlined in clause 2 above, is the sole body approved to:
a. assess whether a person has met the certification requirements set out in clause 9 above;
b. grant a Licence to use the Trade Mark to an Approved User.

Use of the Trade Mark
11. Approved Users:

Prohibited Use
12. Approved Users may not:
a. use a trade mark in any manner or form or in respect of any goods or any services whatsoever except as specified in the Rules;
b. use the Trade Mark in any manner or form, whether directly or indirectly, in respect of or to refer to wines other than Apera Wine;
c. do anything that may encourage or otherwise prejudice the AWBC's rights in the Trade Mark, or the goodwill or reputation of the AWBC in the Trade Mark.

Records, Inspection and Audit
13. Approved Users must, if requested by the AWBC, provide records verifying that the Approved User's wine that includes the Trade Mark in its Description and Presentation in Apera Wine and complies with all Relevant Laws. The Label Integrity Program (LIP) under the AWBC Act requires winemakers to keep records to substantiate local claims. It is proposed that the LIP audit program will be expanded to provide continuous compliance with the Rules by Approved Users, including local trade compliance, routine export inspections and random inspections by the AWBC.

14. Approved Users must permit representatives of the AWBC to:
a. enter, during business hours, any premises from which it offers goods and/or services under or by reference to the Trade Mark, and
b. inspect and photograph goods it offers for sale and/or services under or by reference to the Trade Mark, and
c. conduct an audit of documentation verifying that the Approved User's wine that includes the Trade Mark in its Description and Presentation in Apera Wine and complies with all Relevant Laws.
15. In accordance with the Licence Agreement, each Approved User shall pay the Licence Fee to the AWBC.

Breach

16. If an Approved User:
   a. breaches any of its obligations under these Rules and fails to remedy any such breach within thirty (30) days after written notice is sent to the Approved User by the AWBC, the AWBC may revoke the approval to use the Trade Mark by giving written notice of three (3) months to the Approved User to such effect;
   b. breaches any of its obligations under these Rules and the said breach cannot be remedied, the AWBC may revoke the approval to use the Trade Mark by giving written notice of one (1) month to the Approved User to such effect.

Disputes

17. If a dispute arises from a refusal by the AWBC to certify, allow the use of the Trade Mark, or any other matter relating to the Trade Mark (including any amendment to the Rules or the Code of Practice), a party to the dispute must give notice of dispute to the AWBC specifying the details of the dispute and requesting its resolution under these Rules.

18. The principal executive offices of each party must meet within 7 days after the Notice of Dispute is given to try and resolve the dispute.

19. If the dispute is not resolved within 14 days after the Notice of Dispute is given to the other party (Final Period), the dispute is to be determined by an Expert ('Hearing'). The Hearing must be conducted in South Australia. The provisions of the Rules for the Expert's Determination of Commercial Disputes as published by the Institute of Arbitrators and Mediators Australia (see www.aiam.org.au) apply, except to the extent that there are inconsistent provisions in these Rules.

20. If the parties have not agreed upon the Expert and the Expert's remuneration within 7 days after the Final Period:
   a. the Expert is the person appointed by the President of the Law Society of South Australia (President) or the President's nominee acting on the request of any party in the dispute; and
   b. the remuneration of the Expert is the amount or rate determined by the President.

21. After considering all evidence as the parties may submit, including any evidence requested by the Expert, and after each party has had an opportunity of being heard, the Expert shall decide the matter.

22. The parties must pay the Expert's remuneration in equal shares. Each party must pay its own costs of the Hearing.

23. Nothing in Rules 17-22 prevent a party from obtaining any injunctive, declaratory or other interlocutory relief from a court which may be urgently required.

24. If there is any inconsistency between these Rules and the Licence Agreement, the Licence Agreement prevails to the extent of that inconsistency.

Amendment

25. The AWBC may amend the Rules, and undertakes to notify any such amendment to all Approved Users, and seek the consent of the Australian Competition and Consumer Commission (ACCC) to such amendments.
Schedule A – Licence Agreement

DATE: ________________

PARTIES

Australian Wine and Brandy Corporation of Industry House, Corner Sellicks and Hackney Roads, Adelaide SA 5000 (the AWBC)

And

_________________________________________ (the Licencee)

AGREED TERMS

1. The Apera Trade Mark

The AWBC is registered owner of the Trade Mark.

2. Licence to use the Trade Mark

In consideration of the Licencee hereby agreeing to immediately pay the Licence Fee due payable to the AWBC, the AWBC grants to the Licencee a non-exclusive, royalty-free licence to use the Trade Mark in respect of the labelling, packaging, advertising, promotion and sale of Apera Wine produced by the Licencee, subject to the terms and conditions of this Agreement (the Licence).

3. Acknowledgement

The Licencee acknowledges that the AWBC is the registered owner of the Trade Mark and that nothing in this Agreement has the effect of transferring any ownership or other rights (save for the Licence) in or to the Trade Mark to the Licencee.

4. Apera Wine

The Licencee agrees that it will only advertise, promote, offer or sell Apera Wine under or by reference to the Trade Mark.

5. Permitted uses

Subject to the prohibited uses set out in clause 6, the Licencee may use the Trade Mark generally for the purpose of promoting Apera Wine including on the following goods and in the following contexts:

(a) on merchandise, such as aprons and toe buds, among other things;
(b) on the licencee's website and/or wine stores;
(c) on its wine labels and/or marketing material;
(d) on its premises;
(e) on printed materials, such as packaging materials and business documents.

6. Prohibited uses

The Licencee may not

(a) use the Trade Mark in any manner or form or in respect of any goods, whatever or any services except as specified in this Licence;
(b) use the Trade Mark in any manner or form, whether directly or indirectly, in respect of or to refer to vineyards or vine growing;
(c) do anything that may encourage or otherwise prejudice the AWBC's rights in the Trade Mark, or the goodwill or reputation of the AWBC in the Trade Mark.

7. No challenge by the Licencee

The Licencee agrees that neither it not its officers, employees, agents or agents will, during the term of the Licence or otherwise, directly or indirectly dispute the validity of the AWBC's Trade Mark registration for the Trade Mark.

8. Benefit of the Licencee's use exclusive to the AWBC

The Licencee agrees and acknowledges that all and any use made by the Licencee of the Trade Mark and any benefit accruing by use of the Trade Mark will accrue solely to the benefit of the AWBC.

9. Registration of business, company and domain names

The Licencee agrees that it will not register or in any manner attempt to register the word Apera or any names or words substantially similar to or descriptively or misleadingly or confusingly similar to the word Apera, as a business, company, or domain name or as an email address.

10. The Licencee to provide records

The Licencee must within the AWBC provide records verifying that the Approved User’s wine that includes the Trade Mark in its Description and Presentation is Apera Wine and complies with all relevant laws.

11. Rights of Inspection and Audit

The Licencee must comply with all requirements of the AWBC with respect to the inspection of premises and records and the inspection and copying of any documents as required by the AWBC.
The Licensee must permit representatives of the AWBC to:

a. enter, during business hours, any premises from which it offers goods and/or services under or by reference to the Trade Mark, and

b. inspect and photograph goods it offers for sale and sells under or by reference to the Trade Mark, and
c. conduct an audit of documentation verifying that the Approved User’s wine that includes the Trade Mark in its Description and Presentation is Apep’s wine and complies with all relevant laws.

12 No right of the Licensee to take action

Subject to clauses 13-14, the Licensee may not take any steps whatsoever, whether by way of litigation or any other means, against any third party which is alleged to have infringed the Trade Mark or which claims that use of the Trade Mark infringes any third party rights.

13 The Licensee must notify the AWBC

The Licensee must notify the AWBC immediately if it becomes aware of any actual or suspected infringement of the Trade Mark, or any claim by a third party that the use of the Trade Mark infringes any third party rights.

14 The Licensee must provide assistance to the AWBC

The Licensee must, if requested by the AWBC, provide the AWBC with such reasonable assistance as the AWBC may require in conducting enforcement proceedings or defending any third party claims in respect of the Trade Mark.

15 Restrictions of assignment

The Licensee may not sell, transfer, delegate or assign or mortgage, charge or otherwise encumber, any of its rights under this Agreement without the written consent of the AWBC, which consent may be withheld in absolute discretion of the AWBC.

16 Term

(a) The Licensee may terminate the Agreement at any time without cause upon one (1) month notice to the AWBC.

(b) The AWBC may terminate the Agreement at any time without cause upon six (6) months notice to the Licensee.

17 Termination for breach by the Licensee

The parties agreed that:

(a) If the Licensee breaches any of its obligations pursuant to this Agreement and the breach cannot be remedied, the AWBC may at its option terminate this Agreement by giving written notice of the same to the Licensee.

If the AWBC terminates the Agreement pursuant to sub-paragraphs (a) or (b) above it will not prejudice any cause of action of either of the AWBC against or to recover on account of any breach of the Agreement by the Licensee.

18 No license after termination

(a) The parties agree that upon termination of this Agreement, the Licensee will immediately terminate.

(b) The Licensee agrees that, upon termination, it will immediately cease to use the Trade Mark in any manner whatsoever, provided always that if it is agreed that the Licensee shall have a period not exceeding six (6) months after termination of this Agreement in which to re-import its premises, become non-commercially involved in the Trade Mark.

19 Dispute Resolution

If a dispute arises in relation to the Agreement, Rules 17-25 apply.

20 General

(a) If a provision in this Agreement is held to be illegal, invalid, void, inoperative or unenforceable, that provision shall be severed to the extent necessary to ensure that it is not illegal, invalid, void, inoperative or unenforceable.

(b) If it is not possible to read down a provision as required in this clause, that provision is inoperative without affecting the validity or enforceability of the remaining part of that provision or the other provisions in the Agreement.

(c) This Agreement contains the entire understanding between the parties as to its subject matter. All previous agreements, representations, warranties, understandings and agreements (expressed or implied) affecting this subject matter are superseded by this Agreement and have no effect.

(d) The Licensee hereby acknowledges and agrees that it does not have the power to obligate or bind the AWBC and nothing in this Agreement will be construed to permit it to commit a partnership, joint venture, employee or agency relationship between the Licensee and the AWBC.

(e) If a party consents to more than one person, this Agreement binds each of them jointly and severally.

(f) The Agreement is governed by and is to be construed in accordance with the laws of South Australia. Each party waives any objection to venue or jurisdiction of the non-exclusive jurisdiction of the courts of South Australia (including the Federal Court of Australia) and waives any right to object to proceedings being fought in those courts.
EXECUTED AS AN AGREEMENT

Executed for an on behalf of the AWCIC

Signature

Name and Position

Executed for an on behalf of the Licensee

Signature

Name and Position

AUSTRALIAN WINE INDUSTRY
FORTIFIED WINE CODE OF PRACTICE

PREAMBLE

The Agreement between Australia and the European Community on Trade in Wine and Spirituous Beverages (the Agreement) entered into force on 1 March 1999. Article 3 of the Agreement required Australia to produce or import fortified wines from a list of named geographical indications (GIs) or any mark or alcoholic product of wine. These GIs included "Port" and "Sherry". However, the list of names defined in the Agreement was subject to negotiation.

Following extended negotiations a further agreement, the 2003 Australian - European Code of Practice for Wine (2003 Wine Agreement) was signed in December 2003 which provided the following lessons of the 2000 Agreement. The trade is expected to be effective in mid-2003, after Australia has amended the Australian Wine and Brandy Corporation Act 1983 and Trade Marks Act 1995.

The 2003 Wine Agreement specifies the dates on which the transitional period will end for the port and sherry (602 days from entry into force of the 2000 Wine Agreement). Additional declarative and transitional provisions in the Agreement required the phasing out of the term "Port" as a synonym for the grape variety known as a period of ten years from the 2000 Wine Agreement entry into force. It is thought that a new name for any such wine will be used. The terms of any new name will be defined in a manner consistent with the names of wines produced in Portugal and Spain. This will allow 3000 to 5000 wines to be produced in the UK indicating 2002/2003 incorporation these terms. The adoption of these terms will require the development of new names and regulations to describe Australian fortified wines.

In 1994, the European Union sought to use the terms "Port" and "Sherry" in connection with these two countries to refer to fortified wines. In order to mark this use of these terms in our market and to prevent their use on the European continent the Australian industry will need to register the use of these terms through a Fortified Wine Code of Practice.

Some other terms including "Temora" will not be able to be used to describe and present fortified wine.
The development of new names and terminology through the Fortified Wine Code of Practice will satisfy several objectives:

- To demonstrate industry-wide commitment to the Wine Agreement by adopting names and terminology to describe fortified wines that meet the spirit and intent of the agreement.
- To provide a framework for producers to benchmark their wines against the defined descriptors, and for using the classification terminology to describe their wines.
- To increase consumer confidence when buying Australian fortified wines through the adoption of readily understandable, industry-wide classifications.

The Fortified Wine Code of Practice has been developed in close consultation with industry, and for benefit particularly from the extensive work undertaken by the Mouth of the Murray group. A new classification system for Madeira and Tokay. The classification system was developed to provide a framework with clearly defined names and descriptors for the various classifications in both the domestic and international market. It has been marketed in Australia, the UK, and USA since the classification was introduced in 1986, and has confirmed both the understanding and acceptance of the classifications, and provides the necessary marketing evidence that the classifications are well received and commercially viable.

The use of the classification and descriptors has been extended to the Wine Show.
1. Interpretation

1.1 Wine means the product of the complete or partial fermentation of fresh grapes, or a mixture of the product and products, as varietally identified.

1.2 Fortified wine means the product consisting of wine to which has been added Australian grape spirit (brandy) or both, and the term may be further qualified by the addition of the name of a grape variety, including inter alia muscat, tokay, pedro ximenez, malmsey, sherry, etc.

1.3 Liqueur wine means a product consisting of wine to which has been added Australian grape spirit, brandy, or both, and the name may be further qualified by the addition of the name of a grape variety, including inter alia muscat, tokay, pedro ximenez, malmsey, sherry, etc.

1.4 Brandy means the spirit obtained by the distillation of wine or alcohol mixtures such as must or grape juice, and other characterizations generally attributed thereto, in accordance with the requirements set out in the Schedule to this Standard.

1.5 Grape spirit means the spirit distilled from the distillation of Australian wine or the by-products of wine making or from fermented grape must of Oregon grapes, and contains methanol in a proportion not exceeding 5.2% by volume of the ethanol content.

2. Application

This Standard applies to the production of wine in Australia.

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3. Substances used in production

3.1 Subject to any limits imposed by clause 5 of this Standard, any of the substances specified in the Table to clause 3 may be used in the production of fortified wine.

<table>
<thead>
<tr>
<th>Substance</th>
<th>Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol</td>
<td>White</td>
<td>Australian grape spirits, brandy, or both</td>
</tr>
<tr>
<td>Sugar</td>
<td>White</td>
<td>Added to fortify or enhance the taste, character, or body of the wine</td>
</tr>
<tr>
<td>Colorants</td>
<td>White</td>
<td>Added to fortify or enhance the color of the wine</td>
</tr>
<tr>
<td>Essential oils</td>
<td>Essential oils added to the fruit of the grape for their flavoring properties</td>
<td></td>
</tr>
<tr>
<td>Dracunculus</td>
<td>White</td>
<td>Added to fortify or enhance the flavor of the wine</td>
</tr>
<tr>
<td>Tannic acid</td>
<td>White</td>
<td>Added to fortify or enhance the body of the wine</td>
</tr>
<tr>
<td>Aroma compounds</td>
<td>White</td>
<td>Added to fortify or enhance the aroma of the wine</td>
</tr>
</tbody>
</table>

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4. Processing side

1. Subject to any limits imposed by clause 1 of this Standard, any of the substances mentioned on the Table to this clause may be used in the production of fortified wine.

2. In this clause:
   - A wine from grapes must or grape juice prepared from these grapes to which grape spirit has been added to arrest and/or prevent fermentation, and which has an alcohol content between 120 m/dL and 150 m/dL at 20°C.
   - Cultures of micro-organisms include yeasts or bacteria permitted for their use including yeast strains used in wine manufacture with or without the addition of any one or more of the following hydrolysates (case, rennet, pepsin, pancreatin, pectinase, and phytase and related).

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Table to clause 4

<table>
<thead>
<tr>
<th>Alcohol content</th>
<th>Sugar</th>
<th>Alcoholic &amp; posts. eth Set at 6%</th>
<th>Alcohol</th>
<th>Pesticides</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grape</td>
<td>Ethanol</td>
<td>Pesticides</td>
<td>Alcohol</td>
<td>Pesticides</td>
</tr>
<tr>
<td>Alcoholic &amp; posts. eth Set at 6%</td>
<td>Alcohol</td>
<td>Pesticides</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Compounds

1. Fortified wine must be the addition of grape spirit, brandy or both, in such proportions as to contain no less than 200 mL/L of ethanol at 20°C. However, the amount of alcohol of grape by natural fermented must be crushed in wooden vessels.

2. Fortified wine must not contain solvents in production exceeding 3 g/L of ethyl alcohol at 20°C.

3. Fortified wine may contain water in proportion not exceeding 2.5 mL/L when this water is necessary for the fermentation of any substance specified in clause 1 or clause 4.
### AUSTRALIAN WINE INDUSTRY

**FORTIFIED WINE CODE OF PRACTICE**

6. **Designation and Classifications**
   Australian fortified wines can be identified by any of the following designations:
   - Australian Fortified Wine
   - Australian Dessert Wine
   - Australian Liqueur Wine
   - Australian Liqueur Whisky
   - Australian Liqueur Brandy
   - Australian Liqueur Brandy Whisky
   - Australian Liqueur Brandy Whisky Whisky
   - Australian Liqueur Brandy Whisky Whisky Whisky

   However, fortified wines are not required to have such a product designation for sale on the Australian market. It should also be noted that the use of such terminology is restricted in many international markets. For example, in the United States the use of the term "Fortified" is prohibited in wine labels.

   Dry port, when it may be used in the United States as a class designation for grape wines having an alcoholic content of greater than 14%, but less than 20%. The United States regulations do not allow the term "Fortified" with a wine product, as the term "Classic" is only associated with blended spirit products.

   The term "Fortified" wine must only be used in Europe as a class designation for fortified wines; however, it must meet the requirements for non-sweet wines as defined in EC Regulations 1423/99.

   The additional term "Dessert" wine may only be used in the European Union.

<table>
<thead>
<tr>
<th>Type</th>
<th>Australian Fortified Wines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
<td>Apertif</td>
</tr>
<tr>
<td>Style</td>
<td>Australian</td>
</tr>
<tr>
<td>Classification</td>
<td>New Classic</td>
</tr>
<tr>
<td></td>
<td>Turkish</td>
</tr>
<tr>
<td></td>
<td>Greek</td>
</tr>
<tr>
<td></td>
<td>Russian</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>Greek</td>
</tr>
<tr>
<td></td>
<td>Russian</td>
</tr>
</tbody>
</table>

### CONDITIONS OF USE

<table>
<thead>
<tr>
<th>Defined Term</th>
<th>Apertif</th>
<th>Dessert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dry</td>
<td>Super 15 g/100 ml</td>
<td>Super 15 g/100 ml</td>
</tr>
<tr>
<td>Medium Dry</td>
<td>Super 15 - 25 g/100 ml</td>
<td>Super 15 - 25 g/100 ml</td>
</tr>
<tr>
<td>Medium</td>
<td>Super 15 - 25 g/100 ml</td>
<td>Super 15 - 25 g/100 ml</td>
</tr>
<tr>
<td>Sweet</td>
<td>Super 15 - 25 g/100 ml</td>
<td>Super 15 - 25 g/100 ml</td>
</tr>
</tbody>
</table>
### Australian Wine Industry

#### Fortified Wine Code of Practice

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
</table>
| Cream | A style of Australian fortified wine that is produced from a single vintage year. These wines have a rich, smooth, and full-bodied character.
| Tawny | A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character. The term "Tawny" is derived from the color of the wine.
| Australian Tawny | A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
| Ruby | A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
| Moscatel | A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.

#### Vintage

- **Vieira**
  - A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
  - An example of a Vieira fortified wine is "Porto".

#### Tawny

- **Tawny**
  - A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
  - **Defining Characteristics**
    - Rich, smooth, and full-bodied character.
    - Aged in oak barrels.

#### Ruby

- **Ruby**
  - A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
  - **Defining Characteristics**
    - Rich, smooth, and full-bodied character.
    - Aged in oak barrels.

#### Moscatel

- **Moscatel**
  - A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
  - **Defining Characteristics**
    - Rich, smooth, and full-bodied character.
    - Aged in oak barrels.

| Australian Moscatel | Vineyard characteristics
|---------------------|--------------------------|
| Vieira Moscatel     | Characteristic of Australian fortified wine
| Moscatel            | Characteristic of Australian fortified wine

#### Classico Moscatel

- **Classico Moscatel**
  - A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
  - **Defining Characteristics**
    - Rich, smooth, and full-bodied character.
    - Aged in oak barrels.

#### Grand Moscatel

- **Grand Moscatel**
  - A style of Australian fortified wine that is aged in oak barrels. These wines are characterized by a rich, smooth, and full-bodied character.
  - **Defining Characteristics**
    - Rich, smooth, and full-bodied character.
    - Aged in oak barrels.
AUSTRALIAN WINE INDUSTRY

FORTIFIED WINE CODE OF PRACTICE

Flavoured Wines

Flavoured wine such as Vermouth and Marsala can be designated "Australiana Flavoured Fortified Wine". (Marsala will require a name change, and will no longer be able to be used in the denomination of Australian wine. "Marsala" with egg can be labelled as "AFL Maraschino".)

Y. Labelling

In the Standard

- Usage: means any term, phrase or other descriptive matter, written, printed, stamped, marked, impressed or otherwise applied, or from which the primary consumer has access to the primary container of wine.

General principles

- Any informative, descriptive or warning information may be included in addition to the classification system information, as long as it is clear, specific, accurate, truthful, and not misleading to the consumer, nor inconsistent with the laws and regulations of the consuming Party.

- Any information contained on a label may be repeated elsewhere on the package, whether or not in the same form, as long as it is not misleading.

- When using a defined term to describe a wine, it should be used in conjunction with one or more words to ensure no confusion for the consumer.

E. Implementation

Entry into force

The Code of Practice came into force on 31 December 2005. Full compliance will be expected within 12 months of entry into force of the Trade Agreement, that is, 30 June 2006.

Existing wines

Wines which, at the time of entry into force of this Code of Practice have been legally produced, described and presented in a manner contrary to the Code of Practice, may be marketed under the following conditions:

a. Where wines are described and presented using different conditions of use from those presented in Clause II and/or Table 1. The wines may be marketed:
   i. by wholesalers for a period of 5 years;
   ii. by retailers (by special order) until stocks are exhausted;
   iii. by the winemaker and/or museum (for scientific purposes).

Review

The Code of Practice will be reviewed by IWA by 31 December 2010. The review will consider any amendments necessary, complete the test, and this document is otherwise to notify the parties in regulation.
SCHEDULE
Specifications for the purposes of this standard

BRANDY

Brandy means the spirit obtained by the distillation of wine in such a manner as to ensure that the spirit possesses the same aroma and other characteristics generally attributed to brandy, in accordance with the requirements set out below:

1. Must be matured in wooden containers for no less than 3 years, and
2. Must contain no less than 200 mℓ/L of the spirit distilled at a strength of no more than 630 mℓ/L at 20°C of ethanol, and
3. May contain:
   a. water and
   b. caramel and
   c. sugars and
   d. grape juice and grape juice concentrate, and
   e. wine and
4. May not contain ethanol in a proportion exceeding 5% at 20°C of the ethanol content thereof.