

## **PROMOTIONAL OFFER – FIJI TRAVEL PRIZE**

### **Terms and Conditions**

#### **1. Promoter**

This promotional offer is made by The Hatch Papamoa Limited (“Promoter”).

#### **2. Offer Overview**

The Promoter is offering a Fiji travel prize (“Prize”) to the first eligible purchaser who enters into an unconditional agreement for the purchase of a designated commercial unit from the Promoter, subject to these Terms and Conditions.

#### **3. Eligibility**

- a. The offer is open to bona fide purchasers only.
- b. The “first purchaser” is defined as the party who is first to enter into a legally binding and unconditional Agreement for Sale and Purchase (“Agreement”), as determined by the Promoter.
- c. In the event of multiple agreements becoming unconditional on the same date, the Promoter reserves the sole right to determine the successful purchaser, including by reference to the time at which conditions are satisfied or waived.

#### **4. Unconditional Date Requirement**

The Agreement must become fully unconditional on or before **30 June 2026**. “Unconditional” means that all conditions of the Agreement have been satisfied or waived in writing.

#### **5. Settlement**

- a. The Prize is strictly conditional upon full settlement of the Agreement.
- b. If settlement does not occur for any reason, the Prize is deemed forfeited in full.

#### **6. Prize Details**

- a. The Prize consists of a travel package to Fiji arranged by The Private Travel Company on behalf of the Promoter.
- b. The total maximum value of the Prize is NZD \$20,000 (including GST) for units 14,15,16 & 22, and NZD \$12,000 (including GST) for units 18.

#### **7. Exclusions**

Unless expressly stated, the Prize does not include:

- Travel insurance
- Visas or travel documentation
- Meals, beverages, or incidentals
- Optional activities or excursions

- Spending money
- Any upgrades or additional services

All excluded costs are the responsibility of the winner and their travelling companions.

#### **8. Travel Conditions**

- a. Travel must be booked and completed within 12 months of settlement, unless otherwise agreed.
- b. All travel is subject to availability and may be subject to blackout dates, including peak travel periods and public holidays.
- c. Any amendments requested by the winner after booking may incur additional costs payable by the winner.

#### **9. Travel Provider**

Travel arrangements will be organised by The Private Travel Company ([privatetravel.co.nz](http://privatetravel.co.nz)). The Promoter is not responsible for the acts, omissions, or performance of third-party travel providers.

#### **10. Cash Alternative**

- a. The Prize may be converted to a cash payment at either the Promoter's or the winner's discretion.
- b. The cash value will be equivalent to the quoted value of the Prize (up to the maximum stated value).
- c. Any cash payment will be made on or after settlement of the property purchase.

#### **11. Transferability**

The Prize is transferable with the Promoter's prior written consent.

#### **12. Travel Documentation & Insurance**

All passports, visas, and travel documentation are the responsibility of the travelling parties. Comprehensive travel insurance is strongly recommended and is the responsibility of the winner.

#### **13. Liability**

To the maximum extent permitted by law:

- a. The Promoter shall not be liable for any loss, damage, or injury suffered in connection with the Prize or its use.
- b. The Promoter is not responsible for any delays, cancellations, or disruptions caused by airlines, accommodation providers, or other third parties.

#### **14. Force Majeure**

The Promoter shall not be responsible for any failure or delay in fulfilling this offer where such failure is due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, or travel restrictions.

**15. Tax**

Any tax liability arising from receipt of the Prize is the sole responsibility of the winner. Independent financial advice is recommended.

**16. Variation or Withdrawal**

The Promoter reserves the right to amend, suspend, or withdraw this offer at any time prior to an Agreement becoming unconditional.

**17. Compliance with Law**

This promotion is a sales incentive and is not a game of chance. It is intended to comply with all applicable New Zealand laws, including the Fair Trading Act 1986.

**18. Governing Law**

These Terms and Conditions are governed by the laws of New Zealand. Any disputes shall be subject to the exclusive jurisdiction of the New Zealand courts.

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**By entering into the Agreement, the purchaser is deemed to have accepted these Terms and Conditions.**