

Terms and Conditions

'Total Transaction Realty Limited 25 Year Anniversary Celebration Promotion 2025 – Ready. Set. List' Terms & Conditions ("Conditions of Entry")

Promotion: Total Transaction Realty Limited 25 Year Anniversary Celebration Promotion 2025

Promoter: Total Transaction Realty Limited (REA 2008)
403 Great North Road, Henderson, Auckland 0612

Promotional Period:

Start date: 1 August 2025

End date: 30 November 2025 at 11:59 pm NZST

Eligible entrants:

1. Entry is only open to New Zealand residents who are 18 years and over and own at least one (1) residential property in New Zealand.
2. Entry is open to any New Zealand resident, as above, who lists and sells their property exclusively with and through the promoter under the normal terms and conditions of a 90 day sole agency listing prior to the promotional end date of 30 November 2025.

Entry to the Promotion:

To enter the Promotion, the entrant must complete the following steps during the Promotional Period:

- a) Be an owner of a property in New Zealand
- b) List and sell the nominated property by entering into a Listing Authority with Total Transaction Realty Ltd (One Agency Central West) exclusively.

Entries Permitted – Multiple Entries:

Multiple entries are permitted per person, subject to the following:

- a) limit one (1) initial entry permitted per person for each property listed and sold during the promotional period
- b) in the case of the qualifying property which has multiple and/or joint owners, the prize will be awarded to the owner/owners and the owners will be responsible for determining which party/parties benefit in full or part thereof.

Prize Description:

All eligible entries will receive:

- 25% off the success fee on our standard Listing Agreement
- A rebate of up to \$2500 on your paid marketing investment upon the successful sale of your property during the promotional period

In addition to the above, one prize winner will be drawn and receive the following prize:

- A Flight Centre Travel Voucher to the value of \$2500 which must be redeemed by the expiry date nominated by the Flight Centre.
- The prize will be drawn from qualifying entrants under the supervision of a Justice of the Peace on 10/12/2025.

Winner Notification:

- a) The winners will be notified by via phone and email following the drawing date, being 10/12/2025.
- b) The winner's details will be published on social media by 14/12/2025.

Prizes:

- a) No part of the prize is exchangeable, redeemable for cash or any other prize or transferable.
- b) Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- c) If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency.
- d) The Promoter accepts no responsibility or liability for any claim, action or delay arising from this promotion or any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

Privacy:

- a) Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database.
- b) The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Privacy Act 2020 and its privacy policy which is located at www.oneagencycentralwest.co.nz. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Privacy Act 2020 and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
- c) For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and suburb of residence.

Disputes:

- a) If there is any dispute to whom an entry for a property listed and sold is awarded or any other matter, the Promoter's decision will be final and binding.
- b) If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- c) The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

General:

- a) The entrant agrees and acknowledges that they have read these Conditions of Entry and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry. Any capitalised terms used in these Conditions of Entry have the meaning given in the Conditions of Entry, unless stated otherwise.
- b) The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter of the signed Listing Authority, signed copy of these terms and conditions of promotion and confirmation of unconditional status of any Sales Agreement entered into by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- c) Valid and eligible entries will be accepted during the Promotional Period.
- d) The Promoter reserves the right to request for further proof of ownership of the property prior to listing the property.
- e) All information detailing how to enter this promotion forms part of these terms and conditions. By signing the Promotions terms and conditions in association with the standard Listing Authority, you will be taken to accept the terms and conditions of this Promotion.
- f) All entrants indemnify and release Total Transaction Realty Ltd from any liability, cost, claim, damage, loss or expense arising out of, or in connection with, entry into this promotion.
- g) It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
- h) Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993.
- i) If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify the prize without further notice to the entrants.
- j) The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

Signed by:

Vendor.	_____	Date _____
Vendor.	_____	Date _____
Vendor.	_____	Date _____

Signed by: Salesperson on behalf of Total Transaction Realty Ltd.

_____ Date _____