

# FIRST CUP OF ZOFFEE

## 1 DEFINITIONS

**1.1 Auction** means the auction for the first cup of Zoffee.

**1.2 Auction Package** means the package described at clause 3 below.

**1.3 Auction Winner** means the person with the highest bid in the Auction.

**1.4 Organiser** means Zoffee Limited, its registered address being 273 Pukahu Road, RD 2, Paeroa, 3672, New Zealand.

**1.5 Zoffee** means a coffee-alternative beverage product currently under development.

**1.6 Zoffee's Website** means zoffee.co.nz.

## 2 AGREEMENT

**2.1** These terms and conditions (the **Terms**) apply to the Auction carried out by the Organiser and shall prevail over any conflicting terms proposed by the Auction Winner, unless expressly agreed to in writing by the Auction Winner.

**2.2** The Auction Winner must comply with all instructions and Terms associated with accepting the Auction Package.

## 3 AUCTION PACKAGE

**3.1** The Auction Package includes:

- (a) The right to receive the very first commercially available packet of Zoffee which is expected to be around 25 grams (**First Zoffee Packet**). The First Zoffee Packet does not represent the actual sale of Zoffee, but the right to receive (without further payment) the first available packet once Zoffee is finalised and ready for distribution.
- (b) A certificate of authenticity confirming the First Zoffee Packet is the first commercially available packet of Zoffee (**Certificate of Authenticity**).
- (c) A personalised Zoffee experience which includes the opportunity to visit a growing plantation with a guided tour from the Zoffee executive team (**Zoffee Experience**). All costs associated with transport to and from the location of the Zoffee Experience and any necessary accommodation shall be the responsibility of the Auction Winner.
- (d) A 15% lifetime discount to Zoffee (**Lifetime Discount**). The Lifetime Discount only applies to sales for personal use, use within their household, or providing on a non-regular basis to friends and family. The Lifetime Discount only applies to full-priced product, and may not be combined with other discounts or promotions. The Lifetime Discount does not apply to any shipping or customs costs. If the Auction Winner is found to have re-sold any purchased Zoffee or to have purchased packets to repeatedly be given to the same third party then the Organiser may deem the Lifetime Discount to be no longer valid.

- (e) Exclusive invitation to the Zoffee Launch Party (**Zoffee Launch Party**). Further details shall be provided by the Organiser at a date following the conclusion of the Auction. All costs associated with transport to and from the location of the Zoffee Launch Party and any necessary accommodation shall be the responsibility of the Auction Winner.

#### **4 ELIGIBILITY**

- 4.1** The Auction is open to individuals aged 18 years or older at the time of bidding, who are either residents of New Zealand and/or have a valid New Zealand shipping address.
- 4.2** Any employees, agents, affiliates or immediate family members of the Organiser are not eligible to participate.

#### **5 AUCTION DETAILS**

- 5.1** The Auction will be held on the Zoffee Website between 26 October 2024 to 25 December 2025.
- 5.2** The Organiser may adjust the closing date of the Auction at its discretion and, if it does so, shall inform the leading bidder of the change.
- 5.3** All bids must be submitted through the designated auction platform on the Zoffee Website.
- 5.4** Bidding amounts and identities will be unknown to the public.
- 5.5** Bidding will be conducted in New Zealand Dollars (NZD).
- 5.6** Late or incomplete bids will not be considered by the Organiser.
- 5.7** The Auction Winner will be notified by the 26<sup>th</sup> of December 2025 via email.

#### **6 PAYMENT**

- 6.1** The Auction Winner will be required to complete payment within 7 days from when they are notified by the Organiser
- 6.2** Payment must be made in full to the Organiser via bank transfer.
- 6.3** If the Auction Winner fails to make payment within the specified time, the Organiser reserves the right to offer the item to the next highest bidder or to cancel the Auction.

#### **7 RIGHT TO RECEIVE ZOFFEE**

- 7.1** The Auction is for the right to receive the Auction Package (including the First Zoffee Packet), not for the current or immediate delivery of the Auction Package.
- 7.2** The Organiser anticipates that Zoffee will be available for commercial distribution by 30 June 2026, but reserves the right to delay this timeframe in the event of any unforeseen circumstances including, but not limited to, product development issues, regulatory approvals, or supply chain disruptions.
- 7.3** Once Zoffee is available the Organiser will contact the Auction Winner to confirm shipping details and arrange for delivery of the First Zoffee Packet and Certificate of Authenticity as part of the Auction Package.

#### **8 DELIVERY**

- 8.1** Delivery of the First Zoffee Packet and Certificate of Authenticity will be made to the shipping address nominated by the Auction Winner.

- 8.2** The Organiser shall cover any shipping costs within New Zealand.
- 8.3** If the Auction Winner resides overseas, all shipping, customs and regulatory costs will be covered by the Auction Winner.
- 8.4** The Organiser is not responsible for any delays caused by shipping carriers or for lost or damages goods during transit.

## **9 NO RETURNS OR REFUNDS**

- 9.1** Due to the nature of this Auction, all bids are final. Other than those provided under the Consumer Guarantees Act 1993, no returns, exchanges, or full refunds will be provided by the Organiser once the Auction has concluded and payment has been received from the Auction Winner. In the event that a component of the Auction Package becomes unavailable, the Organiser reserves the right to substitute it with an equivalent of similar value or alternatively offer a partial refund solely for the unavailable component.

## **10 PRODUCT DEVELOPMENT AND RISKS**

- 10.1** Zoffee is currently under development and there is no guarantee of a specific product release date or timeline.
- 10.2** The Organiser makes no warranties or representations as to the quality, taste, or fitness for any particular purpose of Zoffee until it is finalised.
- 10.3** The Auction Winner acknowledges and agrees that there may be changes to the formulation, packaging, or other characteristics of Zoffee during the development process.
- 10.4** The Auction Winner acknowledges and agrees that if the Organiser is unable to produce or deliver the Auction Package in part or in its entirety, for any reason, the Auction Winner is not entitled to a full refund, but the Organiser reserves the right to provide an alternative resolution (as described in clause 9.1 above) to the Auction Winner at the Organiser's sole discretion.

## **11 PUBLICITY**

- 11.1** The Auction Winner agrees to comply with any reasonable publicity requests from the Organiser that are associated with being the Auction Winner.

## **12 INTELLECTUAL PROPERTY**

- 12.1** All intellectual property rights relating to Zoffee, including trademarks, logos, and product designs, are the exclusive property of the Organiser.
- 12.2** The Auction and participation therein do not confer any rights to the intellectual property of Zoffee, except the limited right to receive the First Zoffee Packet.

## **13 LIABILITY**

- 13.1** The Organiser shall not be liable for any indirect, incidental, or consequential damages arising from the Auction or the eventual delivery and use of the Auction Package, including the First Zoffee Packet.
- 13.2** The Organiser is not responsible for any incomplete or incorrect bids, or any technical difficulties, delays, or loss of data that may occur on the auction platform. It is the

responsibility of the bidder to ensure that their bid is accurate and successfully submitted before the conclusion of the Auction.

**13.3** In no event shall the Organiser's liability under these Terms exceed the amount of the Auction Winner's highest bid.

#### **14 PRIVACY**

**14.1** The Organiser will collect personal information from the participants solely for the purpose of conducting the Auction and delivering the product to the Auction Winner.

**14.2** Personal data will be handled in accordance with the Privacy Act 2020 and will not be shared with third parties without consent, except as necessary for shipping and delivery of the Auction Package.

#### **15 GOVERNING LAW**

**15.1** The Terms are governed by the laws of New Zealand.

**15.2** Any dispute or difference arising out of or in connection with these Terms or the Auction, or the subject matter of these Terms or the Auction, shall, in the first instance, be referred to mediation in accordance with the Mediation Protocol by the Arbitrators and Mediators Institute of New Zealand (AMINZ).

#### **16 AMENDMENTS AND CANCELLATIONS**

**16.1** The Organiser reserves the right to amend these Terms at any time or to cancel the Auction if necessary, due to technical issues, legal concerns, or any other reasons beyond its control.

**16.2** By participating in the Auction, you acknowledge that you have read, understood, and agree to abide by these Terms.

## VIP PACKAGE

### 1 DEFINITIONS

- 1.1 Package Seller** means Zoffee Limited, its registered address being 273 Pukahu Road, RD 2, Paeroa, 3672, New Zealand.
- 1.2 Purchaser** means the individual or company purchasing the VIP Package from the Package Seller as described at clause 3 below.
- 1.3 VIP Package** means the package described at clause 3 below.
- 1.4 Zoffee** means a coffee-alternative beverage product currently under development.

### 2 AGREEMENT

- 2.1** These terms and conditions (the **Terms**) apply to the purchase of the VIP Package from the Package Seller and shall prevail over any conflicting terms proposed by the Purchaser unless expressly agreed to in writing by the Package Seller.

### 3 VIP PACKAGE

- 3.1** The VIP Package includes:

- (a) The right to receive one of the first 100 commercially available packets of Zoffee, but excluding the first available packet, which is expected to be around 25 grams (**VIP Zoffee Packet**). The item does not represent the actual sale of Zoffee, but the right to receive (without further payment) the first available packet once Zoffee is finalised and ready for distribution.
- (b) A 15% lifetime discount to Zoffee (**Lifetime Discount**). The Lifetime Discount only applies to sales for personal use, use within their household, or providing on a non-regular basis to friends and family. The Lifetime Discount only applies to full-priced product, and may not be combined with other discounts or promotions. The Lifetime Discount does not apply to any shipping or customs costs. If the Purchaser is found to have re-sold any purchased Zoffee or to have purchased packets to repeatedly be given to the same third party then the Package Seller may deem the Lifetime Discount to be no longer valid.
- (c) A personalised Zoffee experience which includes the opportunity to visit a growing plantation with a guided tour from the Zoffee executive team (**Zoffee Experience**). All costs associated with transport to and from the location of the Zoffee Experience and any necessary accommodation shall be the responsibility of the Purchaser.
- (d) Exclusive invitation to the Zoffee Launch Party (**Zoffee Launch Party**). All costs associated with transport to and from the location of the Zoffee Launch Party and any necessary accommodation shall be the responsibility of the Purchaser.

### 4 ELIGIBILITY

**4.1** Purchase of the VIP Package is open to individuals aged 18 years or older at the time of purchase, who are either residents of New Zealand and/or have a valid New Zealand shipping address.

## **5 RIGHT TO RECEIVE ZOFFEE**

**5.1** The VIP Package is for the right to receive the VIP Package (including the VIP Zoffee Packet), not for the current or immediate delivery of the VIP Package.

**5.2** The Package Seller anticipates that Zoffee will be available for commercial distribution by 30 June 2026, but reserves the right to delay this timeframe in the event of any unforeseen circumstances including, but not limited to, product development issues, regulatory approvals, or supply chain disruptions.

**5.3** Once Zoffee is available, the Package Seller will contact the Purchaser to confirm shipping details and arrange delivery of the VIP Zoffee Packet.

## **6 DELIVERY**

**6.1** Delivery of the VIP Zoffee Packet will be made to the Purchaser's nominated New Zealand shipping address.

**6.2** The Package Seller will cover any shipping costs within New Zealand.

**6.3** If the Purchaser resides overseas, all shipping, customs and regulatory costs will be covered by the Purchaser.

**6.4** The Package Seller is not responsible for any delays caused by shipping carriers or for lost or damaged goods during transit.

## **7 NO RETURNS OR REFUNDS**

**7.1** Due to the nature of this purchase, all bids are final. Other than those provided under the Consumer Guarantees Act 1993, no returns, exchanges, or full refunds will be provided by the Package Seller once the purchase has been made and payment has been received. In the event that a component of the VIP Package becomes unavailable, the Package Seller reserves the right to substitute it with an equivalent of similar value or alternatively offer a partial refund solely for the unavailable component.

## **8 PRODUCT DEVELOPMENT AND RISKS**

**8.1** Zoffee is currently under development and there is no guarantee of a specific product release date or timeline.

**8.2** The Package Seller makes no warranties or representations as to the quality, taste, or fitness for any particular purpose of Zoffee until it is finalised.

**8.3** The Purchaser acknowledges and agrees that there may be changes to the formulation, packaging, or other characteristics of Zoffee during the development process.

**8.4** The Purchaser acknowledges and agrees that if the Package Seller is unable to produce or deliver the VIP Package in part or in its entirety, for any reason, the Purchaser is not entitled to a full refund, but the Package Seller reserves the right to provide an alternative resolution (as described in clause 9.1 above) to the Purchaser at the Package Seller's sole discretion.

## **9 INTELLECTUAL PROPERTY**

- 9.1** The Purchase of the VIP Package therein does not confer any rights to the intellectual property of Zoffee of the Purchaser, except the limited right to receive one of the VIP Zoffee Packets.

## **10 LIABILITY**

- 10.1** The Package Seller shall not be liable for any indirect, incidental, or consequential damages arising from the purchaser or the eventual delivery and use of the VIP Package, including the VIP Zoffee Packet.
- 10.2** In no event shall the Zoffee's liability exceed the amount paid by the Purchaser.

## **11 PRIVACY**

- 11.1** The Package Seller will collect personal information from the participants solely for the purpose of conducting its normal business and delivering the VIP Package to the Purchaser.
- 11.2** Personal data will be handled in accordance with the Privacy Act 2020 and will not be shared with third parties without consent, except as necessary for shipping and delivery purposes.

## **12 GOVERNING LAW**

- 12.1** The Terms are governed by the laws of New Zealand.
- 12.2** Any dispute or difference arising out of or in connection with these Terms or the Auction, or the subject matter of these Terms or the Auction, shall, in the first instance, be referred to mediation in accordance with the Mediation Protocol by the Arbitrators and Mediators Institute of New Zealand (AMINZ).

## **13 AMENDMENTS AND CANCELLATIONS**

- 13.1** The Package Seller reserves the right to amend these Terms at any time or to cancel the VIP Package if necessary, due to technical issues, legal concerns, or any other reasons beyond its control.
- 13.2** By purchasing the VIP Package, you acknowledge that you have read, understood, and agree to abide by these Terms.

## CLUB PACKAGE

### 1 DEFINITIONS

- 1.1 **Package Seller** means Zoffee Limited, its registered address being 273 Pukahau Road, RD 2, Paeroa, 3672, New Zealand.
- 1.2 **Purchaser** means the individual or company purchasing the VIP Package from the Package Seller as described at clause 3 below.
- 1.3 **CLUB Package** means the package described at clause 3 below.
- 1.4 **Zoffee** means a coffee-alternative beverage product currently under development.

### 2 AGREEMENT

- 2.1 These terms and conditions (the **Terms**) apply to the purchase of the CLUB Package from the Package Seller and shall prevail over any conflicting terms proposed by the Purchaser unless expressly agreed to in writing by the Package Seller.

### 3 CLUB PACKAGE

- 3.1 The CLUB Package includes:

- (a) The right to receive one of the first 1000 commercially available packets of Zoffee, but excluding the first 100 available packets (**CLUB Zoffee Packet**), which is expected to be around 25 grams. The item does not represent the actual sale of Zoffee, but the right to receive (without further payment) the first available packet once Zoffee is finalised and ready for distribution.
- (b) A 5% lifetime discount to Zoffee (**Lifetime Discount**). The Lifetime Discount only applies to sales for personal use, use within their household, or providing on a non-regular basis to friends and family. The Lifetime Discount only applies to full-priced product, and may not be combined with other discounts or promotions. The Lifetime Discount does not apply to any shipping or customs costs. If the Purchaser is found to have re-sold any purchased Zoffee or to have purchased packets to repeatedly be given to the same third party then the Package Seller may deem the Lifetime Discount to be no longer valid.

### 4 ELIGIBILITY

- 4.1 Purchase of the CLUB Packet is open to individuals aged 18 years or older at the time of purchase, who are either residents of New Zealand and/or have a valid New Zealand shipping address.

### 5 RIGHT TO RECEIVE ZOFFEE

- 5.1 The CLUB Package is for the right to receive the CLUB Package including the CLUB Zoffee Packet, not for the current or immediate delivery of the CLUB Package.
- 5.2 The Package Seller anticipates that Zoffee will be available for commercial distribution by 30 June 2026, but reserves the right to delay this timeframe in the event of any unforeseen



circumstances, including but not limited to, product development issues, regulatory approvals, or supply chain disruptions.

- 5.3** Once Zoffee is available, the Package Seller will contact the Purchaser to confirm shipping details and arrange delivery of the CLUB Zoffee Packet.

## **6 DELIVERY**

- 6.1** Delivery of the CLUB Zoffee Packet will be made to the Purchaser's nominated New Zealand shipping address.
- 6.2** The Package Seller will cover any shipping costs within New Zealand.
- 6.3** If the Purchaser resides overseas, all shipping, customs and regulatory costs will be covered by the Purchaser personally.
- 6.4** The Package Seller is not responsible for any delays caused by shipping carriers or for lost or damages goods during transit.

## **7 NO RETURNS OR REFUNDS**

- 7.1** Due to the nature of this purchase, all bids are final. Other than those provided under the Consumer Guarantees Act 1993, no returns, exchanges, or full refunds will be provided by the Package Seller once the purchase has been made and payment has been received. In the event that a component of the Club Package becomes unavailable, the Package Seller reserves the right to substitute it with an equivalent of similar value or alternatively offer a partial refund solely for the unavailable component.

## **8 PRODUCT DEVELOPMENT AND RISKS**

- 8.1** Zoffee is currently under development and there is no guarantee of a specific product release date or timeline.
- 8.2** The Package Seller makes no warranties or representations as to the quality, taste, or fitness for any particular purpose of Zoffee until it is finalised.
- 8.3** The Purchaser acknowledges and agrees that there may be changes to the formulation, packaging, or other characteristics of Zoffee during the development process.
- 8.4** The Purchaser acknowledges and agrees that if the Package Seller is unable to produce or deliver the Club Package in part or in its entirety, for any reason, the Purchaser is not entitled to a full refund, but the Package Seller reserves the right to provide an alternative resolution (as described in clause 9.1 above) to the Purchaser at the Package Seller's sole discretion.

## **9 INTELLECTUAL PROPERTY**

- 9.1** The purchase of the CLUB Package therein does not confer any rights to the intellectual property of Zoffee of the Purchaser, except the limited right to receive one of the CLUB Zoffee Packets.

## **10 LIABILITY**

**10.1**The Package Seller shall not be liable for any indirect, incidental, or consequential damages arising from the purchaser or the eventual delivery and use of the CLUB Package, including the CLUB Zoffee Packet.

**10.2**In no event shall the Zoffee's liability exceed the amount paid by the Purchaser.

## **11 PRIVACY**

**11.1**The Package Seller will collect personal information from the participants solely for the purpose of conducting its normal business and delivering the CLUB Package to the Purchaser.

**11.2**Personal data will be handled in accordance with the Privacy Act 2020 and will not be shared with third parties without consent, except as necessary for shipping and delivery purposes.

## **12 GOVERNING LAW**

**12.1**The Terms are governed by the laws of New Zealand.

**12.2**Any dispute or difference arising out of or in connection with these Terms or the Auction, or the subject matter of these Terms or the Auction, shall, in the first instance, be referred to mediation in accordance with the Mediation Protocol by the Arbitrators and Mediators Institute of New Zealand (AMINZ).

## **13 AMENDMENTS AND CANCELLATIONS**

**13.1**The Package Seller reserves the right to amend these Terms at any time or to cancel the CLUB Package if necessary, due to technical issues, legal concerns, or any other reasons beyond its control.

**13.2** By purchasing the CLUB Package, you acknowledge that you have read, understood and agree to abide by these Terms.