

First Cup of Zoffee

Auction Organiser The auction for the first cup of Zoffee (the “Auction”) is organised by Zoffee (“Organizer”), 273 Pukahu Road, Rd 2, Paeroa, 3672, New Zealand.

1. Auction Package The package being auctioned includes:

- a. The right to receive the very first commercially available packet of Zoffee (“**First Zoffee Packet**”), it is expected to be around 25g. Zoffee is a product currently under development. The product itself, referred to as "Zoffee," is a coffee-alternative beverage. The item does not represent the actual sale of the Zoffee product, but the right to receive (without further payment) the first available packet once the product is finalized and ready for distribution.
- b. Certificate of authenticity (“**Certificate of Authenticity**”) confirming the packet is the first commercially available packet of Zoffee will be included when the First Zoffee Packet is shipped.
- c. A personalised Zoffee experience. (“**Zoffee Experience**”) which will include the opportunity to visit a growing plantation with a guided tour from the Zoffee executive team. All costs associated with transport to and from the experience location are the responsibility of the auction winner.
- d. A 15% lifetime discount to Zoffee (“**Lifetime Discount**”). This discount only applies to sales for personal use, use within their household, or providing on a non-regular basis to friends and family. If the Winner is found to have re-sold their Zoffee or to have purchased packets to repeatedly be given to the same third party then their lifetime discount will no longer be valid. The discount does not apply to shipping or customs costs. The discount only applies on full-priced product, and may not be combined with other discounts or promotions.
- e. Exclusive invitation to the Zoffee Launch Party (“**Zoffee Launch Party**”). With further details to be provided upon the conclusion of the auction. All costs associated with transport to and from the experience location are the responsibility of the auction winner.

2. Eligibility

- a. The Auction is open to individuals aged 18 years or older at the time of bidding, who are residents of New Zealand or have a valid New Zealand shipping address.
- b. Employees, agents, or affiliates of the Organiser and their immediate family members are not eligible to participate.

3. Auction Details

- a. The Auction will be held online via the Zoffee website from the 26th October 2024 to 25th December 2025. Zoffee has the right to adjust the auction closing date at their discretion, and will inform the current leading bidder.
- b. Bidding will be blind. Bid amounts and identities will be unknown to the public.
- c. Bidding will be conducted in New Zealand Dollars (NZD).
- d. Bids must be submitted through the designated auction platform. Late or incomplete bids will not be considered.

4. Payment

- a. The highest bidder (the “Winner”) at the close of the Auction will be required to complete payment within 7 days from the time the Auction concludes.
- b. Payment must be made in full via bank transfer.
- c. If the Winner fails to make the payment within the specified time, the Organizer reserves the right to offer the item to the next highest bidder or to cancel the sale.

5. Right to Receive Zoffee

- a. 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.
- b. The Organizer anticipates that Zoffee will be available for commercial distribution by 30th June 2026, but reserves the right to delay this timeframe due to unforeseen circumstances, including but not limited to product development issues, regulatory approvals, or supply chain disruptions.
- c. Once the product is available, the Organizer will contact the Winner to confirm shipping details and arrange delivery of the First Zoffee Packet, Certificate of Authentication.

6. Delivery

- a. Delivery of the First Zoffee Packet will be made to the Winner’s provided New Zealand shipping address. Any shipping costs within New Zealand will be covered by the Organizer.
- b. The Organizer is not responsible for delays caused by shipping carriers or for lost or damaged goods during transit.
- c. If the Winner resides overseas; all shipping, customs and regulatory costs will be covered by the Winner.

7. No Returns or Refunds

- a. Due to the nature of this Auction, all bids are final. No returns, exchanges, or refunds will be provided once the Auction has concluded and payment is received.

8. Product Development and Risks

- a. Zoffee is currently under development, and there is no guarantee of a specific product release date or timeline.
- b. The Organizer makes no warranties or representations as to the quality, taste, or fitness for any particular purpose of Zoffee until the product is finalized.
- c. The Winner acknowledges and agrees that there may be changes in the product’s formulation, packaging, or other characteristics during the development process.
- d. The Winner acknowledges and agrees that if Zoffee is unable to produce or deliver the Auction Package in part or in its entirety, for any reason, the Winner is not entitled to a refund, compensation, or any other form of settlement. In such a case, at Zoffee’s sole discretion, Zoffee may provide an alternative resolution.

9. Intellectual Property

- a. All intellectual property rights related to Zoffee, including trademarks, logos, and product designs, are the exclusive property of the Organizer.
- b. The Auction and participation therein do not confer any rights to the intellectual property of Zoffee, except the limited right to receive the first packet as outlined.

10. Liability

- a. The Organizer shall not be liable for any indirect, incidental, or consequential damages arising from the Auction or the eventual delivery and use of Zoffee.
- b. In no event shall the Organizer's liability exceed the amount of the winning bid.

11. Privacy

- a. The Organizer will collect personal information from the participants solely for the purpose of conducting the Auction and delivering the product to the Winner.
- b. Personal data will be handled in accordance with New Zealand's Privacy Act 2020 and will not be shared with third parties without consent, except as necessary for shipping and delivery purposes.

12. Governing Law

- a. These Terms and Conditions are governed by the laws of New Zealand. Any disputes arising from the Auction or these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of New Zealand.

13. Amendments and Cancellations

- a. The Organizer reserves the right to amend these Terms and Conditions at any time or to cancel the Auction if necessary, due to technical issues, legal concerns, or any other reasons beyond its control.

By participating in this Auction, you acknowledge that you have read, understood, and agree to abide by these Terms and Conditions.

VIP Package

15. **Package Seller** The sale of the VIP Package (the "Purchase") is organised by Zoffee (the "**Company**"), 273 Pukahu Road, Rd 2, Paeroa, 3672, New Zealand.

- a. **Company** Zoffee Limited a Limited Company registered in New Zealand.

16. **VIP Package** The VIP package includes:

- a. The right to receive one of the first 100 commercially available packets of Zoffee, excluding the first available packet ("**VIP Zoffee Packet**"), it is expected to be around 25g. Zoffee is a product currently under development. The product itself, referred to as "Zoffee," is a coffee-alternative beverage. The item does not represent the actual sale of the Zoffee product, but the right to receive (without further payment) a packet once the product is finalised and ready for distribution.

b. A 15% lifetime discount to Zoffee (“**Lifetime Discount**”). This discount only applies to sales for personal use, use within their household, or providing on a non-regular basis to friends and family. If the purchaser is found to have re-sold their Zoffee or to have purchased packets to repeatedly be given to the same third party then their lifetime discount will no longer be valid. The discount does not apply to shipping or customs costs.

c. A personalised Zoffee experience. (“**Zoffee Experience**”) which will include the opportunity to visit a growing plantation with a guided tour from the Zoffee executive team. All costs associated with transport to and from the experience location are 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 experience location are the responsibility of the purchaser.

17. **Eligibility**

a. The purchase is open to individuals aged 18 years or older at the time of bidding, who are residents of New Zealand or have a valid New Zealand shipping address.

b. Employees, agents, or affiliates of the Organiser and their immediate family members are not eligible to participate.

18. **Payment**

a. Payment must be made in full via bank transfer.

19. **Right to Receive Zoffee**

a. 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.

b. The Company anticipates that Zoffee will be available for commercial distribution by 30th June 2026, but reserves the right to delay this timeframe due to unforeseen circumstances, including but not limited to product development issues, regulatory approvals, or supply chain disruptions.

c. Once the product is available, the Company will contact the Purchaser to confirm shipping details and arrange delivery of the Zoffee VIP Packet.

20. **Delivery**

a. Delivery of the VIP Zoffee Packet will be made to the Purchaser's provided New Zealand shipping address. Any shipping costs within New Zealand will be covered by the Company.

b. The Company is not responsible for delays caused by shipping carriers or for lost or damaged goods during transit.

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

21. **No Returns or Refunds**

a. Due to the nature of this Purchase, all payments are final. No returns, exchanges, or refunds will be provided once the Purchase payment is received.

22. Product Development and Risks

- a. Zoffee is currently under development, and there is no guarantee of a specific product release date or timeline.
- b. The Company makes no warranties or representations as to the quality, taste, or fitness for any particular purpose of Zoffee until the product is finalized.
- c. The Purchaser acknowledges and agrees that there may be changes in the product's formulation, packaging, or other characteristics during the development process.
- d. The Purchaser acknowledges and agrees that if Zoffee 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 refund, compensation, or any other form of settlement. In such a case, at Zoffee's sole discretion, Zoffee may provide an alternative resolution.

23. Intellectual Property

- a. All intellectual property rights related to Zoffee, including trademarks, logos, and product designs, are the exclusive property of the Organizer.
- b. The Purchase of the VIP Package therein do not confer any rights to the intellectual property of Zoffee, except the limited right to receive one of the first packets as outlined.

24. Liability

- a. Zoffee shall not be liable for any indirect, incidental, or consequential damages arising from the Purchase or the eventual delivery and use of Zoffee.
- b. In no event shall the Zoffee's liability exceed the amount paid.

25. Privacy

- a. Zoffee will collect personal information from the participants solely for the purpose of conducting its normal business and delivering the product to the Purchaser.
- b. Personal data will be handled in accordance with New Zealand's Privacy Act 2020 and will not be shared with third parties without consent, except as necessary for shipping and delivery purposes.

26. Governing Law

- a. These Terms and Conditions are governed by the laws of New Zealand. Any disputes arising from the Purchase or these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of New Zealand.

27. Amendments and Cancellations

- a. Zoffee reserves the right to amend these Terms and Conditions at any time or to cancel the availability of the VIP Package if necessary, due to technical issues, legal concerns, or any other reasons beyond its control.

By Purchasing the VIP Package, you acknowledge that you have read, understood, and agree to abide by these Terms and Conditions.

Club Package

28. **Package Seller** The sale of the Club Package (the “Purchase”) is organised by Zoffee (the “Company”), 273 Pukahu Road, Rd 2, Paeroa, 3672, New Zealand.

a. **Company** Zoffee Limited a Limited Company registered in New Zealand.

29. **Club Package** The Club package includes:

a. The right to receive one of the first 1000 packets of Zoffee made commercially available, excluding the 100 available packets (“**CLUB Zoffee Packet**”), it is expected to be around 25g. Zoffee is a product currently under development. The product itself, referred to as "Zoffee," is a coffee-alternative beverage. The item does not represent the actual sale of the Zoffee product, but the right to receive (without further payment) a packet once the product is finalised and ready for distribution.

A 5% lifetime discount to Zoffee (“**Lifetime Discount**”). This discount only applies to sales for personal use, use within their household, or providing on a non-regular basis to friends and family. If purchaser is found to have re-sold their Zoffee or to have purchased packets to repeatedly be given to the same third party then their lifetime discount will no longer be valid. The discount does not apply to shipping or customs costs.

29. **Eligibility**

a. The purchase is open to individuals aged 18 years or older at the time of bidding, who are residents of New Zealand or have a valid New Zealand shipping address.

b. Employees, agents, or affiliates of the Organiser and their immediate family members are not eligible to participate.

30. **Payment**

a. Payment must be made in full via bank transfer.

31. **Right to Receive Zoffee**

a. 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.

b. The Company anticipates that Zoffee will be available for commercial distribution by 30th June 2026, but reserves the right to delay this timeframe due to unforeseen circumstances, including but not limited to product development issues, regulatory approvals, or supply chain disruptions.

c. Once the product is available, the Company will contact the Purchaser to confirm shipping details and arrange delivery of the Zoffee CLUB Packet.

32. **Delivery**

a. Delivery of the CLUB Zoffee Packet will be made to the Purchaser's provided New Zealand shipping address. Any shipping costs within New Zealand will be covered by the Company.

- b. The Company is not responsible for delays caused by shipping carriers or for lost or damaged goods during transit.
- c. If the Purchaser resides overseas; all shipping, customs and regulatory costs will be covered by the Purchaser.

Winners and purchasers acknowledge and understand the above terms and conditions, including that these terms and conditions may be altered at any time at the sole discretion of Zoffee Limited, to resolve errors or omissions, to meet legal requirements, align with adjusted business expectations, or for any other purpose.

33. No Returns or Refunds

- a. Due to the nature of this Purchase, all payments are final. No returns, exchanges, or refunds will be provided once the Purchase payment is received.

34. Product Development and Risks

- a. Zoffee is currently under development, and there is no guarantee of a specific product release date or timeline.
- b. The Company makes no warranties or representations as to the quality, taste, or fitness for any particular purpose of Zoffee until the product is finalized.
- c. The Purchaser acknowledges and agrees that there may be changes in the product's formulation, packaging, or other characteristics during the development process.
- d. The Purchaser acknowledges and agrees that if Zoffee 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 refund, compensation, or any other form of settlement. In such a case, at Zoffee's sole discretion, Zoffee may provide an alternative resolution.

35. Intellectual Property

- a. All intellectual property rights related to Zoffee, including trademarks, logos, and product designs, are the exclusive property of the Organizer.
- b. The Purchase of the Club Package therein do not confer any rights to the intellectual property of Zoffee, except the limited right to receive one of the first packets as outlined.

36. Liability

- a. Zoffee shall not be liable for any indirect, incidental, or consequential damages arising from the Purchase or the eventual delivery and use of Zoffee.
- b. In no event shall the Zoffee's liability exceed the amount paid.

37. Privacy

- a. Zoffee will collect personal information from the participants solely for the purpose of conducting its normal business and delivering the product to the Purchaser.
- b. Personal data will be handled in accordance with New Zealand's Privacy Act 2020 and will not be shared with third parties without consent, except as necessary for shipping and delivery purposes.

38. **Governing Law**

a. These Terms and Conditions are governed by the laws of New Zealand. Any disputes arising from the Purchase or these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of New Zealand.

39. **Amendments and Cancellations**

a. Zoffee reserves the right to amend these Terms and Conditions at any time or to cancel the availability of the CLub Package if necessary, due to technical issues, legal concerns, or any other reasons beyond its control.

By Purchasing the Club Package, you acknowledge that you have read, understood, and agree to abide by these Terms and Conditions.