

# Terms and Conditions

1. Definitions: in these Terms and Conditions –  
“Campaign” means the Harcourts List + Sell Campaign undertaken during the Campaign Period.  
“Campaign Period” is from 2 October 2017 until 31 December 2017 (inclusive).  
“Participating Office” means any of the following Harcourts offices:
  - a. Greytown
  - b. Hastings
  - c. Havelock North
  - d. Hawera
  - e. Masterton
  - f. Napier
  - g. Taradale
  - h. Waipukurau
  - i. Wanganui

## A “Prize” is any one of the following:

- a. Android tablet;
  - b. Apple iPad; or
  - c. Nespresso coffee machine
- to the maximum value of \$500.00.

## Eligibility:

2. To become eligible for a Prize during the Campaign, Sellers must during the Campaign Period enter into a binding Harcourts Agency Agreement under a sole agency for a minimum of 90 days with a Participating Office.
3. The Seller acknowledges and agrees that if they terminate the Harcourts Agency Agreement within the 90-day period, the Seller will lose their eligibility for a Prize during or after the Campaign.

## How to Win a Prize:

4. A Seller will become a winner of a Prize if he or she:
  - a. is eligible in accordance with clause 2 of these Terms and Conditions; and
  - b. sells his or her property under the Agency Agreement prior to 31st March 2018 (Winner).

5. For the purposes of this Campaign, a property is considered sold under the Agency Agreement on the date that the Seller has an unconditional contract for its sale and the Participating Office has received its commission for the sale.

## Claiming your Prize:

6. The Winner must elect a Prize by notifying their Participating Office within 5 working days of becoming a Winner (the Prize Election).
7. The Participating Office will purchase the elected Prize from Noel Leeming within 10 working days of the Prize Election.
8. If the nominated Prize is unable to be purchased from Noel Leeming Group within the specified period for any reason, the Participating Office will contact the Winner within a reasonable time and the Winner may then elect to receive one of the following:
  - a. A different Prize; or
  - b. A Noel Leeming voucher for the value of their elected Prize (being the value the Prize would have been purchased for from Noel Leeming Group had it been available for purchase but not exceeding \$500.00).
9. Prizes may not be redeemed for cash.
10. The Participating Office will make the Prize available for collection on settlement of the sale of the Seller's property, or at such other earlier or later date as is convenient for the Participating Office at its sole discretion but no later than two weeks after the settlement date. The Participating Office will inform the Winner when the Prize is available for collection. The Winner must collect his or her Prize from the Participating Office.
11. The Winner acknowledges and agrees that the Participating Office is not a supplier (as that term is defined in the Consumer Guarantees Act 1993) and any defects with the Prize must be directed to the local Noel Leeming store.

### **Optional Marketing Package:**

12. The Participating Offices may at their discretion offer a Marketing Package to Sellers as part of this Campaign but are under no obligation to do so. Any Marketing Packages offered will be on such Terms and Conditions as set by each respective Participating Office.

### **General:**

13. The Participating Offices reserve their right to disqualify any Seller who does not meet these Terms and Conditions and shall not take any responsibility for any reason whatsoever.
14. The Participating Offices reserve their right to cancel or amend this campaign and these Terms and Conditions without notice including in the event of a catastrophe, war, civil or military disturbance, natural disaster or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Participating Office's control. Any changes to this campaign will be notified to Sellers as soon as possible by the Participating Offices via [www.harcourts.co.nz](http://www.harcourts.co.nz).
15. In the event of a dispute, the relevant Participating Office's decision in respect of all matters touching or concerning the Campaign will be final and no correspondence will be entered into.
16. Should one or part of one of these clauses stated be legally invalid, the validity of the other clauses of these Terms and Conditions remain unaffected.