

Hitachi | LANDCROS Japan Trip Campaign

Terms & Conditions

1. Promoter

- A. The promoter of this promotion is **CablePrice New Zealand Ltd** ("Promoter").
- B. The Promoter is running a customer competition where eligible customers can go in the draw to win one of four prizes of a trip to Japan ("Promotion").

2. Promotion Period

- A. The Promotion commences on **07 September 2026** and closes at **11:59pm NZDT on 29 January 2027** ("Promotion Period").

3. Eligibility

- A. Entry into the Promotion is open to customers who:
 - i. purchase one of the following qualifying new Hitachi | LANDCROS machines from the Promoter during the Promotion Period:
 - a) Mini Excavator (ZX17 – ZX65);
 - b) Small Excavator (ZX75-ZX160);
 - c) Mid Excavator (ZX200-ZX360);
 - d) Wheel Loader (All); or
 - e) Large Excavator (ZX490 and up),
 - “Qualifying Machine”; and
 - ii. are aged 18 years or over.
- B. To be eligible for entry into the prize draw, the Qualifying Machine must be paid for in full no later than **29 January 2027**. Any Qualifying Machine not paid in full by this date will not qualify for entry, and any entries allocated to that machine will be deemed invalid.
- C. Employees of the Promoter and their immediate families may be excluded from entry.
- D. The Promoter reserves the right to verify the validity of all entries and purchases.

4. How to Enter

- A. Purchase a Qualifying Machine during the Promotion Period.
- B. Entries are conditional upon full payment being received for the qualifying machine by **29 January 2027**. The Promoter reserves the right to remove, amend, or disqualify entries where payment is not received in full by this date.

- C. Each Qualifying Machine purchased will receive the following number of entries into the prize draw:
- i. Mini Excavator (ZX17 – ZX65): **1 Entry**
 - ii. Small Excavator (ZX75-ZX160): **2 Entries**
 - iii. Mid Excavator (ZX200-ZX360): **3 Entries**
 - iv. Wheel Loader (All): **4 Entries**
 - v. Large Excavator (ZX490 and up): **5 Entries**
- D. Each Qualifying Machine purchased qualifies for a separate entry allocation based on the categories above.
- E. Entries are not transferable.

5. Prize

- A. There are **four (4) prizes** to be won.
- B. Each prize consists of a **trip for one (1) person to Japan in May 2027** “Prize”.
- C. The final travel dates and itinerary will be confirmed by the Promoter closer to departure. All Prize details, including, without limitation, the exact nature and duration of each Prize, will be determined by the Promoter in its sole discretion. Exact details of the onsite prize activities, including but not limited to date, time, location and duration are at the Promoter's sole discretion. Itinerary and program elements are at the discretion of the Promoter and are subject to change.
- D. The Prize includes:
- i. Return economy-class flights from the winner's nearest major airport;
 - ii. Airport transfers associated with the official itinerary;
 - iii. Accommodation;
 - iv. Meals and beverages included within the official itinerary; and
 - v. Entry to all officially arranged events and activities.
- E. The Prize does not include:
- i. Travel insurance;
 - ii. Passport or visa costs;
 - iii. Spending money;
 - iv. Personal purchases;
 - v. Additional meals or beverages not included in the itinerary;
 - vi. upgrades;
 - vii. federal, state and local taxes;

- viii. additional air and ground transportation;
- ix. additional accommodation
- x. gratuities or service charges;
- xi. airline luggage charges; or
- xii. Any other costs or expenses not expressly listed as included.

6. Travel Requirements

- A. Winners are responsible for ensuring they:
 - i. Hold a valid passport with at least six (6) months' validity beyond the intended travel dates;
 - ii. Obtain any required visas, permits, vaccinations, or other travel documentation;
 - iii. obtain travel insurance (and all other forms of insurance) at their option and acknowledge that the Promoter has not and will not obtain or provide travel insurance or any other form of insurance for the winners.
- B. Failure to meet travel requirements may result in forfeiture of the Prize with no compensation payable.

7. Prize Conditions

- A. The Prize is not transferable, exchangeable, refundable, or redeemable for cash, and elements of the Prize may not be separated.
- B. Travel must be taken on the dates specified by the Promoter. If the winner cannot travel on the specified dates, the relevant Prize will be forfeited and an alternate potential winner may be selected by random draw from among all remaining eligible entries received, if time permits.
- C. No alternative travel dates or destinations will be offered unless determined by the Promoter.
- D. Any changes requested by a winner, including itinerary alterations, flight upgrades, additional accommodation, or additional travellers, will be at the winner's sole expense.
- E. If any component of the Prize becomes unavailable, the Promoter reserves the right to substitute that component with another of equal or greater value.
- F. The Winner agrees to comply with all applicable venue and/or hotel rules and regulations in connection with the Prize.
- G. The Promoter and its applicable onsite representatives reserve the right in their sole discretion to remove or to deny entry to any Winner who engage(s) in disruptive behaviours, or with intent to annoy, abuse, threaten or harass any other person during the travel. The winner will be escorted out of the hotel, venue and/or any other travel aspect by the Promoter and/or its applicable onsite representatives or their designated agent(s) for improper conduct and/or violation of federal, state or local laws (including, but not limited to, the unlawful possession, use, or distribution of illicit drugs and unlawful drug paraphernalia) and, in the case of any such infraction, the Promoter will

have no further obligation to the Winner, and the Winner will forfeit the balance of the Prize.

- H. If, for any reason whatsoever, a Winner is unable to participate in the relevant Prize after all travel-related arrangements have been made, the Promoter shall have no further obligation to that Winner and no alternate winner will be selected.

8. Prize Draw and Winner Notification

- A. The draw will take place on **10th February 2027** at **CablePrice (NZ) Ltd 41-51 Bell Road South, Gracefield, Wellington.**
- B. Four winners will be randomly drawn from all eligible entries received during the Promotion Period. One Prize per person. If an entry is drawn for a Prize from an entrant who has already won a Prize, the subsequent Prize will be re-drawn.
- C. Prizes will be awarded to the person named on the purchase documentation for the Qualifying Machine. The Promoter accepts no responsibility or liability for:
- i. late, lost, delayed, incomplete, illegible or misdirected entries that are not received for any reason; or
 - ii. any entries that are an inaccurate transcription of entry information; or
 - iii. any phone, line, network and/or any server technical failure involved in any communication related to the Promotion; or
 - iv. any disputes arising as a result of entries submitted by entrants using contact details (including name, physical address, telephone number or mobile number) belonging to another person, whether that person assisted in the making of the entry or not, or claims made by participants who assisted in creating the entry, who are not listed as the entrant.
- D. The Promotor will use reasonable efforts to contact the winner by phone and/or email at the address provided on entry within five (5) business days of the draw.
- E. If a winner cannot be contacted or does not claim their prize within fourteen (14) days, the Promoter reserves the right to conduct a redraw.

9. Publicity

By accepting a Prize, winners agree to participate in reasonable promotional activity, including photography, video, and publication of their name and company name, without additional compensation, unless prohibited by law.

10. Liability

- A. To the maximum extent permitted by law, the Promoter and any third party service providers engaged for the purposes of the Promotion or in relation to any part of a Prize will not be liable for any loss, damage, injury, or expense suffered or incurred in connection with the Promotion or the use of the Prize, howsoever arising whether in contract, tort, negligence, breach of statutory duty or otherwise, and whether direct, indirect, or consequential in nature, , even if the party had advised of the possibility of

such damages in advance or such damages were reasonably foreseeable, and all such liability is expressly excluded.

- B. The Promoter is not responsible for delays, cancellations, changes, or disruptions caused by airlines, accommodation providers, government authorities, weather events, pandemics, industrial action, or circumstances beyond its reasonable control.
- C. To avoid doubt, the Promoter accept no responsibility for any tax liability incurred as a result of a person participating in the prize draw.
- D. Nothing in these Terms and Conditions are intended to exclude, restrict or modify the entrant's rights under the Consumer Guarantees Act 1993.

11. Privacy

Any personal information collected in connection with this promotion will be used solely for administering the promotion and in accordance with the Promoter's Privacy Policy and applicable privacy laws. The winners consent to the Promoter disclosing their personal information to third parties where required to administer the Promotion and the Prize.

12. General

- A. The Promoter reserves the right to amend, suspend, or cancel the Promotion where reasonably necessary due to circumstances beyond its control.
- B. The Promoter's decision regarding any aspect of the Promotion and each Prize is final and no correspondence will be entered into.
- C. Entry into the promotion is deemed acceptance of these Terms and Conditions. All entry instructions and information published by the Promoter from time to time form part of the Terms and Conditions.
- D. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- E. These Terms and Conditions are governed by New Zealand law and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the New Zealand courts.
- F. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter at sales@cableprice.co.nz