

Terms & Conditions – Bali Villa NFT Lottery

These Terms & Conditions (“T&C”) govern participation in the Bali Villa NFT Lottery. By purchasing an NFT, you agree to these terms.

NFT SALE & PARTICIPATION CRITERIA

- A total of 4,900 NFTs will be available for sale. 100 NFTs will be reserved for giveaways and marketing purposes and are not part of the public sale.
- The price of each NFT will increase progressively through a tiered structure:
 1. Tier 1: 0.03 ETH for 1,425 NFTs
 2. Tier 2: 0.06 ETH for 925 NFTs
 3. Tier 3: 0.12 ETH for 725 NFTs
 4. Tier 4: 0.18 ETH for 625 NFTs
 5. Tier 5: 0.25 ETH for 475 NFTs
 6. Tier 6: 0.30 ETH for 375 NFTs
 7. Tier 7: 0.50 ETH for 250 NFTs
 8. Tier 8: 1.00 ETH for 100 NFTs

Note: These prices apply only to the 4,900 NFTs available for sale. The 100 reserved NFTs will not be available for purchase and are not included in the sale total.

- The NFTs will only be raffled if at least 80% of NFTs are sold by the raffle date.*
- If the 80% threshold is not met by the raffle date, the NFTs will remain digital collectibles and no villa will be awarded. However, holders will still receive all associated benefits listed under the rewards section, including revenue sharing, whitelist access for future raffles, and more.
- The organizers reserve the right to hold the raffle earlier if the 80% threshold is reached ahead of schedule.

WINNER SELECTION DATE & PROCESS

- The winner will be randomly selected on Q4 2025 (exact date TBA), or earlier if the 80% threshold is met beforehand.
- The drawing will be conducted using a transparent blockchain-based mechanism that is publicly verifiable.
- The winner will be announced on X and contacted via their wallet address.

CLAIMING THE PRIZE & OWNERSHIP TRANSFER

- The winner must claim the prize within 30 days after the announcement.
- The winner must provide their full legal name for the property transfer.
- The property ownership will be transferred via a legal notary process.
- If the winner fails to claim the prize or provide the required documents, a new winner will be drawn.

INCREASING YOUR CHANCES

- Each NFT represents one entry in the lottery. The more NFTs you hold, the higher your chances of winning.
- There is a limit of 50 nfts per address to ensure fair distribution.

NFT HOLDER REWARDS

- Revenue Sharing: NFT holders are entitled to 4% revenue sharing from royalties generated through secondary market activity (resales of NFTs).
- Whitelisting for Future Raffles: NFT holders will receive whitelisting spots for future raffles, ensuring priority access to participate in upcoming lotteries or similar events.
- Ongoing Benefits: Holders will also be eligible for exclusive community perks, property offerings, and other rewards as the Baliving platform evolves.

LIABILITY DISCLAIMER

- NFTs are digital collectibles with no guaranteed financial value.
- The organizer is not responsible for NFT price fluctuations or external market conditions.
- In the event of legal or regulatory requirements, the organizer reserves the right to adjust the raffle process as necessary, while ensuring that participants' rights and rewards are respected to the fullest extent possible.

LEGAL COMPLIANCE & PRIVACY

- Participants must ensure they are legally allowed to join the lottery in their country.
- The lottery follows the laws of Bali and the participant's jurisdiction.
- Personal data collected (such as the winner's legal name) will only be used for the property transfer.

TAX CONSIDERATIONS

- All tax obligations arising from the purchase, transfer, or sale of NFTs, as well as from the award of the villa, are the responsibility of the participants and winners.
- NFT holders and winners must comply with the tax laws of Bali, Indonesia, and their respective home countries.

CANCELLATION & REFUND POLICY

- If the 80% threshold is not met by the raffle date, the lottery will not take place.
- In such a case, NFTs will remain digital collectibles with no claim to a prize.
- There will be no refunds, but NFT holders may receive other future benefits at the organizer's discretion.
- If the project is canceled due to unforeseen circumstances, alternative solutions for NFT holders may be explored.

GOVERNING LAW & DISPUTE RESOLUTION

- This agreement is governed by the laws of Bali, Indonesia.
- Any disputes related to this Lottery or these T&Cs will be resolved through a notary process. The parties agree to submit to the jurisdiction of the notary in Bali, Indonesia, who will facilitate the resolution of any issues arising from the terms of the Lottery.
- The notary will act as an impartial third party to verify and help resolve disputes related to the property transfer or any other legal aspects of this agreement.

* Appendix:

The 80% threshold refers to the minimum number of NFTs that must be sold in order to trigger the villa raffle. This condition is valid only if the price of Ethereum remains above \$1,200 USD at the time the threshold is met.

If the ETH price falls below this level, the organizers reserve the right to postpone or cancel the raffle, or to reassess the eligibility conditions to ensure financial feasibility.

THE ORGANIZER RESERVES THE RIGHT TO MODIFY THESE TERMS IF NECESSARY, WITH ANY CHANGES BEING TRANSPARENTLY COMMUNICATED THROUGH OFFICIAL CHANNELS.