



# IWWG Online Auction

## Terms and Conditions

### **Auction Terms and Conditions**

These Terms and Conditions are applicable to any use by you of the online auction ("Auction") and bidding facility (the "Bidding Facility") hosted by (the "Charity"). Use of the Bidding Facility constitutes acceptance of these Terms & Conditions. If you do not agree to be bound by these Terms and Conditions, you may not use the Bidding Facility.

#### **1. Auction**

1. The online auction operated on the site is for the benefit of the Charity for whom the Auction is being run.
2. A number of Items offered for sale on the site are subject to a reserve. All monies paid by a winning bidder and above the reserve price will be donated to the Charities.
3. Bidders may bid for more than one Item in the Auction.
4. The winning bidder on each Item offered for sale in the course of the Auction will be the person who has submitted the highest bid at the deadline and is in excess of any reserve.

#### **2. Eligible Bidders**

1. All bidders must be capable of forming legally binding relations under applicable law. The Bidding Facility may not be used by individuals under the age of 18 years old and by any other persons who are legally prohibited from, or otherwise incapable of, entering into binding contracts.
2. Any bidder using the Bidding Facility is warranting by so doing that they are legally entitled to do so.
3. As bidder you agree that we can process your personal data for the purpose and specifically for this Auction.
4. We do not and will not store your credit or debit card details beyond taking payment during this auction.

### **3. Bidding**

1. Bidders wishing to bid on an Item may make a bid for an Item through the Bidding Facility.
2. All Items offered in an Auction are listed and offered for sale on an "as is" basis. Bidders are advised to conduct any research or due diligence on an Item prior to making a bid.
3. A bid made by a bidder is an offer to purchase the Item listed at the stated bid price. Any bidder making a bid for an Item acknowledges and agrees that their offer is an irrevocable offer to complete the transaction if they are the winning bidder whereupon the bid will become a contractually binding obligation to purchase the Item at the bid price.
4. If a bidder bids on an Item and that bid represents the winning bid for that Item and the winning bid is above or equal to the reserve, the bidder's bid is deemed accepted.
5. The 'winning bidder' is the person certified by the Charity at the end of the Auction to be the highest bidder, provided that their bid meets the reserve. The winning bidder may include any under-bidder who is awarded the Item following the failure of a higher bid for any reason.

### **4. Item Descriptions**

1. Items for sale in the Auction are listed on the site with a description and a minimum bid.
2. The Charity will, wherever possible, provide a representational image of the Item offered for sale in the Auction but shall have no liability if it does not do so.
3. All Images are subject to copyright of the artist.
4. Whilst the Charity strives to ensure that descriptions and photographs are accurate, complete and up-to-date, it does not guarantee that this is the case, and will not be responsible for any damage or loss caused due to a bidder by reason of a description of an Item being inaccurate, incomplete or for the Item being otherwise in any way different to the bidder's expectation.
5. Descriptions of Items are provided without a warranty of any kind. In no event shall the Charity (including its employees, affiliates and volunteers) be liable for any claim, demand or damages arising out of or in any way connected with the use by the bidder of the site, the Auction or the Bidding Facility or their purchase of an Item.

### **5. Bidding Deadlines**

1. Deadlines for receipt of bids made for an Item offered in the Auction are at the sole discretion of the Charity and will not be extended under any circumstances. No bids will be accepted on an Item after the deadline.
2. After the Auction closes the Charity will contact the winning bidder to inform the bidder that their bid was the highest and that they are, therefore, the winning bidder..

## **6. Applicable Law**

1. This Agreement between you the bidder and the Charity shall be interpreted and construed in all respects in accordance with New York State law and any dispute arising in relation to any aspect of the use of the Auction, the Bidding System, bids made by a bidder in the course of an Auction, any Item, payment delivery or any other matter relating to the Auction shall be subject to the exclusive jurisdiction of the New York State courts to which the parties hereby irrevocably submit.

## **7. Variation of Terms**

1. These Terms and Conditions may be revised and updated by the Charity from time to time without notice. Bidders who have previously bid in the Charity Auction are accordingly advised to familiarize themselves with the prevailing edition of these Terms and Conditions when deciding to participate in an Auction. Notwithstanding the foregoing the edition of the Terms and Conditions that was current at the time an Auction commenced will continue to apply throughout that Auction and to all Items sold pursuant to it even if later edition of the Terms and Conditions is implemented before the Auction is completed.