

## Auction Information - Terms and Conditions

<b>Name</b>	The Friends Foundation – A Fun-raising Auction – Benefiting The Friends Foundation
<b>Auctioneer</b>	The Friends Foundation, a 501(c)(3) non-profit organization in Dripping Springs, TX
<b>Type</b>	Online-Only Auction
<b>Gold Ticket Sales</b>	Monday, September 21, 8:00 AM – Thursday, October 1, 10:00 AM
<b>Gold Tickets</b>	<b>Gold Tickets</b> – will be sold for \$100.00 each. There is no limit on the number of tickets that may be purchased but sales are limited to no more than 100 tickets. The electronic drawing will take place when ticket sales reach 100 or at the close of ticket sales. The winning ticket owner will have the option to choose any (one) Feature Item, which will be removed from the bidding list. <u>Gold Ticket holders must be available by phone no later than 1:00 p.m. on Thursday, October 1, 2020.</u>
	<b>Auction Opens (bidding begins)</b> Thursday October 1, 5:00 PM
	<b>Auction Close (bidding ceases)</b> Thursday, October 8, 8:00 PM
<b>Preview Date/Time</b>	No In-Person Inspection of Any Item(s)
<b>Checkout</b>	Thursday, October 8 Immediately following the close of the auction. Hill Country Senior Center 1310 Highway 290 West
<b>Pickup Location</b>	Dripping Springs, Texas 78620
<b>Dates</b>	Saturday, October 10 and Sunday, October 11, 10:00 AM - 2:00 PM
<b>And Times</b>	Saturday, October 17 and Sunday, October 18, 10:00 AM – 2:00 PM <u>No item will be removed from the Pickup Location site without a corresponding paid receipt for the item.</u>
<b>Buyer Premium</b>	Buyer’s Premium - You will have the option to give more by adding 10% to your purchase total to offset the incurred expenses associated with this auction.
<b>Description</b>	The Friends Foundation is an all-volunteer 501(c)(3) organization. 100% of the proceeds from this auction benefit The Friends Foundation, and any additional fees collected such as “Gold Ticket” sales, donations and a “buyer’s premium” as stated above shall be exclusively used to support The Friends Foundation’s programs and services.
<b>Currency</b>	All transactions are to be made in USD (United States Currency) Buyers will not be charged Texas State Sales Tax.
<b>Payment Terms</b>	At the conclusion of the auction, the credit card registered by the winning Buyer will be charged for purchases. No cash, check or other payment method is accepted. If a Buyer’s credit card is declined for payment, the Buyer will be charged a \$35 processing fee to run the credit card for payment again (NO EXCEPTIONS).

### Auction Terms of Use & Conditions

This is a Public Auction. SIGN IN to register to bid. A valid major credit card must be on file before Bidding. Full payment must be made at the close of the auction by the registered bidder. Immediately following the close of the auction, winning Buyers will be issued a receipt and the credit card you registered with will be charged for all purchases. Buyer’s Premium - You will have the option to give more by adding 10% to your purchase total to offset the incurred expenses associated with this auction. Methods of

payment are MasterCard, Visa, American Express or Discover. Buyers agree not to dispute any credit card charges and consent to buy at their bid price. All items are sold as is, with no representation or warranty expressed or implied. All sales are final. No returns or refunds. Any items not claimed by the end of the last day and time of pickup, unless prior arrangements are made, shall revert back to the seller with NO REFUND.

If you do not agree to these applicable Terms of Use & Conditions, you should not place a bid on the Listed Item(s).

**Bidder Account Approval.** You must SIGN IN to be registered to bid and an approved major credit card must be on file before you can place a bid on any **Listed Item(s)**.

**Bidder Information.** If you are outbid on an item we will attempt to notify you by text or email that you have been outbid. You may place another bid or place a max bid on the Listed Item(s). When you place a max bid, the bidding technology will automatically place bids on your behalf, using the smallest increment necessary to ensure you remain the high bidder until your max bid is met. If another bidder has placed the same bid before you, or a max bid that is higher than yours, we will attempt to notify you by text or email that you have been outbid. In that situation, you may attempt to place another bid within the specific auction time.

We are the Seller of the Listed Item(s) on our Site. We do not inspect Listed Item(s) or provide any representations or warranties concerning Listed Item(s). Bidding on the Listed Item(s) is conducted at your own risk, and any resulting transaction for Listed Item(s) is solely your responsibility. We do not supervise, direct, or control your bidding. You understand and agree that we will not be held liable for Listed Item(s) on which you bid.

1. **Auction Information and Bidder Inspections.** The auction dates, information, and descriptions for Listed Item(s) are determined by the Seller and may be subject to change. All items in the auction are being sold, “as is, where is” without warranties or guarantees of any type and with all faults. No in-person inspections. We do our best to be as accurate as possible in the description of the Listed Item(s). Any statement in the description regarding the items to be sold should be considered a guide and guide only. Any error in description does not relieve the Buyer or its agent from the Buyer’s responsibilities pursuant to these Terms & Conditions. There are no returns or refunds.
2. We reserve the right, in our sole discretion, to (i) withdraw any Listed Item(s) from our Site; (ii) amend the information in a Listed Item; or (iii) cancel any proposed bid for Listed Item(s) that we deem to be suspicious or fraudulent.
3. **Item Pickup, Transportation and Risk of Loss.** We are not responsible for the transportation, delivery or risk of loss for any Listed Item(s). The winning Buyer is solely responsible for picking up the Item(s) at and during the Seller’s designated pickup location, dates and times, unless prior arrangements are made.
4. **Shipping.** If any item purchased in the auction requires shipping, the Buyer is free to use the Shipper of their choice for picking up the item at the Pickup Location and transporting the item to the Shipper’s facility for packaging and shipment to the Buyer. We do not provide shipping services and will not deliver any items to the Buyer’s shipper. Again, no item will be removed from the

- auction site without a corresponding paid receipt for the item. Any freight, shipping, and other costs related to transporting the Listed Item(s) are the responsibility of the winning Buyer, and you should confirm transportation, delivery and risk of loss information with your designated transportation provider. Any items not claimed by the end of the last day and time of pickup, unless prior arrangements are made, will be considered abandoned and shall revert back to the seller with NO REFUND.
5. **Bidding**. You understand, acknowledge and agree:
    - When you submit a bid using our Site, your bid will be forwarded to the Seller and may be viewed by the Seller as a firm commitment and an irrevocable offer to purchase. Once you place a bid on our Site, it may not be retracted. If you are the winning Buyer, you are obligated to complete the purchasing transaction unless rescinded by the Seller.
    - By using our Site to bid on Listed Item(s), you grant us permission to capture your information including, without limitation, your contact information (e.g., name, address, telephone, number, email address, etc.) and other information that you provide to us with the exception of Credit Card information (we do not have access to nor retain credit card information).
    - The Seller reserves the right to void a bid that you place, whether winning or not, which we believe (i) has not been made in good faith and in accordance with these Terms; or (ii) is intended to manipulate our Site.
    - The Seller is conducting the auction and makes the sole and final determination with respect to the sale of Listed Item(s).
    - Due to Bidding technology and circumstances that may be beyond our control WE DO NOT GUARANTEE THAT BIDS PLACED WILL BE RECEIVED AND PROCESSED IN A TIMELY MANNER.
  6. **Prohibited Bidder Conduct**. Any deliberate attempt by any person(s) to artificially influence the sale price of any Listed Item(s), directly or indirectly, including but not limited to bidding through a secondary account, agent, or representative, bidding on Listed Item(s) that you may also be selling or shall bidding is expressly prohibited.
  7. **Additional Bidder Indemnity**. The Seller and Buyer expressly agree that the Buyer is responsible for and agrees to indemnify the Seller and their respective affiliates for any and all damages (whether based on contract, tort, warranty, negligence, strict liability or any other legal theory, and including special, incidental and consequential damages), losses, expenses, attorneys' fees, court costs, etc., that arise out of or result from the removal, possession or use of any items purchased at this auction, or any other claim regarding the use or possession of any item purchased at this auction.