

## AUCTION TERMS & RULES

### General Rules and Information

- Successful bidders must pay for all items before leaving the Fashion Show premises. CWC accepts cash, check, American Express, Discover, MasterCard or Visa. **PAYMENT IN FULL IS REQUIRED.** Make checks payable to Colleyville Woman's Club.
- All sales are final. There are no refunds or exchanges on items. No sales tax is charged.
- Items may be removed only by exhibiting a paid receipt. Winning Bidders are responsible for removal and transportation of items, unless delivery is specified.
- All merchandise is sold "As Is" and is not exchangeable. Prospective bidders should inspect items prior to bidding to determine condition, restrictions, size, etc. Colleyville Woman's Club makes no warranties, expressed or implied, or representations in connection with the sale. **CWC is not responsible for unredeemed certificates issued by donors that may no longer be in business.**
- CWC donors have provided values associated with their donations. All items are subject to the donor's restrictions and applicable tax requirements.
- All items were solicited in good faith. Item descriptions, representations and values are based on information supplied by the donor.
- Auction certificates must be used within one year of auction OR AS OTHERWISE SPECIFIED BY THE DONOR, **NO EXCEPTIONS.** Travel certificates expire as indicated. Services, facilities and certificates expire as indicated.
- **CWC has final authority to assign the winning bids and to settle disputes.**
- You must be over the age of 21 to bid on any item containing alcoholic beverages.
- No statement contained in this program or made orally at the auction or elsewhere shall be deemed to be a warranty or assumption of liability against the organization or the donor of the item, property or service.
- If the buyer fails to comply with these rules, including the obligation to make full payment of the total purchase price within the time limits and terms set out herein, in addition to other remedies available to the CWC and the seller, you will remain obligated for your leading bid amount. You also will be responsible for an additional 20% of the bid amount, and you will be obligated to pay all attorney's fees and costs incurred to enforce payment of these amounts. The CWC or the seller may cancel the sale at their discretion and re-offer the item or sell it privately and hold the buyer liable for any costs or losses associated therewith.
- Reproduction rights remain the property of the artist or the copyright holder and are not transferred with the purchase of any item, photograph, painting, sculpture, intellectual property or any art form.
- The extent of your charitable contribution is subject to limits provided by law. Winners and auction purchasers must sign a statement attesting that they understand the conditions of sale, as well as an optional release for publicity purposes. The IRS has deemed Colleyville Woman's Club to be a 501(c)(3) charitable organization. CWC thanks you for your support.

### SILENT AUCTION

By participating in the Bid and Buy Online Auction, you acknowledge that you have read, understand and accept these rules. The Colleyville Woman's Club reserves the right to update and change these rules from time to time.

- Silent Auction bidding begins on Wednesday, March 22<sup>nd</sup> at 9:00 AM and will close at 12:45 PM on Friday, March 24<sup>th</sup>.
- Anyone desiring to bid on any Live or Silent Auction item must pre-register at the Check-In Table to receive a bidder packet with an assigned bidder number. The goods and services offered through the online Benefit auction are provided by participating businesses on an "as is" basis. CWC makes no representations or warranties and there are no conditions of any kind, express or implied, statutory or otherwise, with respect to the goods and services offered through the online Benefit auction, including without limitation: implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; any implied warranty arising from course of dealing or usage of trade; any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of CWC.
- You are prohibited from using any method, mechanism, device or software to affect the proper functioning of the online Benefit auction and website. The CWC may, at its sole discretion and without notice, terminate the right of any participant in the online Benefit auction or user of the website to participate in the online Benefit auction or use the website.
- All content on this website is the property of the CWC. Any other use, including reproduction, modification, distribution, transmission, or display of the content on the website is strictly prohibited.
- The online Benefit auction is governed by and construed in accordance with the laws of the state of Texas. You agree to comply with all applicable laws, statutes and regulations regarding participation in the online Benefit auction and use of the website.
- Starting and ending time is determined by the website clock. Bids will be accepted during this time period only. The CWC reserves the right, at its sole discretion and without notice, to extend, terminate or modify the online Benefit auction in the event of unforeseen technical difficulties that alter the proper functioning of the online Benefit auction.
- The Bidder Trust Committee will set a Starting Bid for each item. The Starting Bid is the minimum amount required to participate in the bidding for that item. Some items may have a Reserve Status, which indicates one of two conditions:
  - Reserve not met. The amount of the highest Maximum Bid is less than the Reserve Value and the item will not sell.
  - Reserve met. The amount of the highest Maximum Bid is at least as much as the Reserve Value and the item will be sold to the highest bidder.
- It is your responsibility to monitor the outcome and status of your bids on the online Benefit auction website.
- In the event of a dispute between bidders or between bidders and the Bidder Trust Committee, or in the event of doubt or dispute as to the validity of any bid, the Bidder Trust Committee will have the discretion to determine the successful bidder. All decisions by the Bidder Trust Committee are final and binding.
- The CWC is not responsible for any bids that are lost, misdirected, incomplete or illegible, or for failed, partial or garbled computer transmissions, or for technical failures of any kind including, but not limited to, malfunctioning of any network, hardware or software, which may limit a bidder's ability to participate in the online Benefit auction. Proof of sending will not be proof of receipt by the CWC. The CWC is not responsible for any online, long distance telephone, or other charges you may incur in connection with participating in the online Benefit auction.
- During and after the Benefit auction event, you may receive emails confirming bids you place, notifying you that you have been outbid by another bidder, or notifying you that you are the winner. These emails are for informational purposes only. Their transmission or omission do not constitute any change in the status of your bid or those of other bidders. Only the record of bids in the online Benefit auction system, as represented on the online Benefit auction website, constitutes the true bid record, as used by the Bidder Trust Committee to determine the winning bidder at the close of the online Benefit auction.

- As the buyer, you may not retract your bid and are obligated to make full payment of the total purchase price within three days of notification being initiated by the Bidder Trust Committee.

#### **LIVE AUCTION**

Live Auction descriptions and conditions of sale are printed in the program. Live Auction items are auctioned directly from the runway stage before the fashion show. Bidders will bid by signaling the auctioneer. Bid Spotters will be stationed in the room to assist bidders.

- Each Live Auction item is awarded to the highest bidder declared by the auctioneer as the winner.
- CWC reserves the right to establish minimum bids or to withdraw items when the minimum bid is not met. The Starting Bid is the minimum amount required to participate in the bidding for that item.
- Some items may have a non-disclosed Reserve Value. If the amount of the highest Maximum Bid is less than the Reserve Value, the item will not sell. If the Reserve Value is met, the item will be sold to the highest bidder.