

Wings Over the Rockies Online Auction Terms & Conditions

DEFINITIONS:

"Auction" means the competitive process employed by WOTR to determine a Purchaser for the Items.

"Auction Service" means the online auction website providing catalog of Items and bidding capability for the period of time specified on the online auction website home page.

"Bidder" means the party or parties that have registered with the Auction Service for the purpose of participating in the Auction.

"Items" means the goods or services offered for sale through the Auction Service.

"Purchaser(s)" means the party or parties that have legal capacity to enter into a contract, who were the successful Bidders of the Items in the Auction and who agree to make payment for the Item and any applicable additional shipping costs and take title to the Items.

"WOTR" means the Wings Over the Rockies Nature Festival Society, a charitable non-profit society as registered with the BC Societies Act with Society number S0036667.

REGISTRATION & IDENTIFICATION:

The Auction is open to Canadian residents, and all Bidders must be of legal age to bid.

At the time of registration, WOTR collects the following personal information of Bidders under section 10(1) of the Personal Information and Protection Act (PIPA), which is necessary for the operation of the Auction Service:

- first and last name to register as an Auction Service user and Bidder
- email and phone contact information to receive communications relating to the Auction, bidding activity, and invoicing of winning Bidders at conclusion of the Auction

This personal information will be used to identify Auction Bidders and track bids made through the Auction Service. At the conclusion of the Auction Service, all personal information of Bidders will be deleted from the Auction Service website.

By registering for the Auction Service, Bidders provide implicit consent under PIPA section 8(1) for the use of their personal information as described above. Questions regarding the collection of this information may be directed to the Privacy Officer at wingsovertherockies@gmail.com.

You are responsible for ensuring that your registration information is complete and accurate, and is kept current. You may not register or make bids under a false name or using false information. Any false, inaccurate or misleading information in your registration will be considered a breach of these Terms and Conditions.

You are responsible for keeping your chosen password secret. You are also responsible for all the activities which are undertaken using your registration information. The Auction Service strives to use commercially acceptable means to protect your personal information but does not guarantee its absolute security.

By registering you agree to receive emails sent to registered Bidders throughout the period of the Auction Service. Registered Bidders are not able to opt out of these emails but you will only receive emails related to any Items you for which you have placed a bid. You give your consent to receive these particular emails by registering.

You may withdraw your registration as a user of the Auction Service and Bidder by sending a request via email to wings.auction.bc@gmail.com

REVIEWING YOUR BIDS:

During the Auction you can check the status of your bids at any time. Note that no bids can be withdrawn after they are placed for any reason including accidental bids and bidding on the wrong Item. Be careful when bidding, ensure you have selected the correct item before clicking "bid". All Items are sold as is, where is, with all faults and with no guarantees that any item is fit for a particular use. All bids are legally binding.

BIDDING NOTIFICATIONS:

You will be notified by e-mail during the Auction if you have been outbid.

WINNING NOTIFICATION & INVOICING:

All winning Bidders will receive a confirmation e-mail including an invoice and electronic payment link shortly after the auction's closing. If you do not receive an invoice please check your junk mail. Even if you do not receive an invoice, you are still responsible for payment and pick-up as stated by the Auction Service. You can verify winning bids by logging into your account after the Auction Service closes; each Item will show the winning Bidder and winning bid amount.

Payment must be by credit card in Canadian dollars and must be completed within three (3) days of Auction Service close. All major credit cards are accepted including Visa, Mastercard and American Express. An email reminder will be sent to a winning Bidder. If payment for an Item has not been received within the prescribed time, WOTR shall have the right to offer said Item to the next highest Bidder in the Auction, or in their sole discretion, withdraw the item from the sale, without further notice to the winning Bidder.

POST AUCTION ITEM PICK-UP:

The Purchaser is not entitled to possession until purchased Item has been paid for in full. Presentation of proof of purchase receipt will be required to take possession of an Item.

Dates and times for pick-up are posted on the Auction Service Home Page and are also specified in the winning notification email. Shipping for an item is available only if it was specified in the item description on the Auction Service website; all shipping costs will be an additional Purchaser expense. Do not bid on a non-shippable Item if you are unable to have the Item picked up. An Item will be considered abandoned if it is not picked up during the posted pick-up times, or if no

appointment or shipping arrangements have been agreed to by WOTR within ten (10) days after the Auction Service has closed. Purchaser shall not be entitled to any payment refund for Item(s) deemed to be abandoned.

CONDITIONS OF ITEMS SOLD & OUR ONLINE CATALOGUE:

Our best efforts are made to represent all Items accurately in descriptions and photographs. If a description does not match a picture for an Item, the description takes precedence. Item values stated are provided by the donor of the Item. All Items are ultimately sold on an 'as is' basis, and no responsibility is assumed by WOTR for any errors or omissions.

In the event an Item was listed in error or an Item can't be located during pick-up for any reason, the Purchaser agrees that their maximum recourse is a full refund of the item in question and that all other items bid on remain binding.

LIMITATION OF LIABILITY:

You expressly understand and agree that WOTR shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

By registering as a Bidder you are acknowledging agreement with these terms above. Do not bid unless you agree to all of these terms.

If you breach any of these Terms and Conditions, WOTR, in its sole discretion, may take any steps that it determines are necessary, including but not limited to a warning, removal of your bids, and termination of your use of the Auction Service.