JACCC AutumnFest Virtual Silent Auction Rules

The JACCC AutumnFest Virtual Silent Auction will open Tuesday, October 27, 2020, at 9:00 a.m. (PST) and closes Monday, November 2, 2020 at 11:59 p.m. (PST).

By bidding in the JACCC AutumnFest Virtual Silent Auction (“Auction”), each bidder agrees to these auction rules.

Registration

- You are solely responsible for the contact information that you provide to the JACCC and GiveSmart when registering for the Auction.
- Each person registering and bidding assumes all risks and hazards related to the auction and items/lots obtained at the Auction. Each bidder agrees to hold harmless from any liability arising indirectly from the JACCC, its Board Members, its agents and employees, GiveSmart, its agents and employees, the event organizers, sponsors, and/or volunteers connected with the Auction (“Released Parties”).
- By registering for the auction, you consent to the JACCC’s use of your personal information collected through the GiveSmart platform for purposes related to the AutumnFest event.

Auction Items or Lots:

- Photos of actual Auction items or lots were taken by donors or others at the JACCC to represent the Auction item/lot to the best of our ability. When photos of actual items/lots were unavailable, we used pictures from websites or logos as a substitute. All photos and depictions are for reference purposes only and actual condition/style/color may vary from the physical item/lot.
- Each lot indicates a minimum value by which the existing bid must be increased in order to constitute a higher value bid. All bids must be in even dollar amounts and in increments specified on each lot.
- The Auction item value listed is a good faith estimate of the fair market value (FMV) based on information received from the donor. Items have not been appraised unless so noted. The amount you pay above this FMV estimate may be tax deductible as a charitable contribution. Please consult your tax adviser to clarify the amount of any deduction.
- The JACCC reserves the right to add or withdraw items/lots, to revise lot information and descriptions, and to adjust minimum bids and values, without notice.
- Gift cards or gift certificates cannot be redeemed for cash or credit except where required by law. May be subject to other gift certificate or gift card restrictions.
Alcoholic beverage items/lots cannot be shipped. Detailed pick-up instructions will be sent to all winning bidders. Bidders must be 21 years of age or older. Identification is needed for pick-up.

**Winning Bids and Payment**

- If you bid on an item and your bid is accepted by the JACCC, you agree and are obligated to complete the transaction if you are the winning bidder. If you choose to bid on any item(s), you are certifying that you have the legal right to purchase and receive the item(s) being bid on.
- By providing a credit card on file, you agree that your card may be charged at the conclusion of the event for any remaining balance on your account.
- All sales are final. There will be no exchanges or refunds unless otherwise noted. All items are sold on an “AS IS” basis without any warranty of condition, express or implied. The JACCC has attempted to describe and catalog items correctly, but neither represents nor warrants and in no event shall be responsible for the accuracy of descriptions, genuineness, authorship, or condition of the items/lots. No statement made in the online catalog of lots shall be deemed such a representation, warranty, or assumption of liability.
- During check-out, you will be required to pay a 3.5% credit card fee of your total amount to help JACCC cover the cost associated with the purchase and the processing fees. Thank you in advance for your understanding.
- California state and local retail sales tax may be applied to designated taxable items. Any other applicable taxes, licensing fees or other consumer related charges on any item are the sole responsibility of the successful bidder.

**Pick Up of Auction Items**

- IMPORTANT NOTICE: Shipping is NOT INCLUDED in the bid price of any item/lot. If you require shipping, please contact Jess Katz at jkatz@jaccc.org by Wednesday, November 4, 2020. We will try to make alternative arrangements by exception. The cost of shipping will be charged separately to the sales of merchandise. We discourage the shipping of valuables such as jewelry and antiques. We are not liable for lost, stolen or damaged goods. We cannot ship outside of the USA. We are unable to ship any alcohol.
- JACCC has set up two dates, Friday, November 6, 2020, from 10 am to 5 pm; and Saturday, November 7, 2020, from 10 am to 5 pm to pick up your merchandise.
- We will make reasonable attempts to provide curb-side pickup, to avoid parking and carrying your purchases to the car.
- If you are unable to retrieve your items, please use the same contact info listed above by November 4, 2020.
• Larger furniture items such as the Japanese “tansu” will need to be transported by special arrangement. Please use the contact info listed above so that we can discuss these details on a case by case basis for items that cannot be easily transported by staff for curbside pickup.

Miscellaneous:

• Under applicable law, acceptance of the winning bid by the JACCC constitutes a contract between the bidder and the JACCC. Therefore, we encourage you to be fully aware of your purchase obligations if you win.

• By participating in the Auction, bidder agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Auction or use of any item/lot, including, but not limited to: (a) any technical errors that may prevent an bidder from submitting an entry; (b) unauthorized human intervention in the Auction; (c) printing errors; (d) errors in the administration of the Auction or the processing of bids; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from bidder’s participation in the Auction or receipt of any Auction item/lot.

• The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by the JACCC on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participation in this Auction or downloading any materials in this Auction. Bidder waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.