

LIVE AUCTION TERMS AND CONDITIONS

All items are sold subject to these Conditions of Sale and specific terms and conditions printed with each item.

1. Each lot available for auction is offered for sale and sold subject to: (a) these Conditions of Sale; and (b) additional terms and conditions printed with each auction item. By bidding for a lot, bidders and buyers are deemed to have read, understood, accepted and expressly agree to be bound by these Conditions of Sale.
2. Buyers may claim a charitable contribution deduction for the hammer price, but such deduction will be limited to the excess of the hammer price paid for the lot over its fair market value, if the hammer price is superior or equal to 120 % of the fair market value. In accordance with applicable RAC regulations, One Drop has provided a good faith estimate of the fair market value of each lot. One Drop bears no liability for such estimate.
3. Illustrations or videos of auction items are for guidance only. All lots are sold as is with all faults and imperfections and errors of description. In no event shall One Drop be responsible for the condition of the lots or the correctness of any description of lots. All warranties, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by One Drop to the fullest extent permitted by law.
4. Bids may be executed in person during the auction by raising one's hand or by telephone at the time of the auction which will take place on **September 18, 2024 at 17:30 Eastern Daylight Time** or by advance written bid sent prior to the auction by email to caroline.duret@onedrop.org by latest **12:00 (Noon) Eastern Daylight Time on September 16, 2024**.
5. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.
6. If a bidder present at the live auction is acting as agent on behalf of a third party, One Drop must be informed in writing prior to the auction of the identity of such third party and provide its written approval.
7. When making a bid, a bidder accepts personal liability to pay the hammer price, plus all applicable sales taxes, if any, and other charges unless it has been explicitly agreed in writing with One Drop before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to One Drop and that One Drop will only look to the principal for such payment.
8. The highest bidder shall be the buyer, and the striking of the hammer marks the acceptance of the highest bid and the conclusion of a contract for sale between One Drop and the buyer. The decision of the auctioneer on all matters concerning bidding for the sale of the lot shall be final.
9. Buyers are required to pay the full purchase price by no later than **17:00 Eastern Daylight Time on September 27, 2024**, unless stipulated otherwise in the terms and conditions printed with each auction item. No lot will be released until One Drop has received the entire purchase price for the lot in cleared funds.
10. Sales taxes are payable in accordance with applicable law. All amounts for lots are quoted exclusive of applicable taxes.
11. Neither shipping nor delivery costs are included in the prices quoted. Handling, shipping and insurance are at the buyer's expense; these are entirely at the buyer's risk and responsibility even if arranged by One Drop.
12. One Drop will not accept any cancellations from buyers and will not refund any amounts paid in respect of the lots. Purchases that are subject to future fulfilment, such as travel or entertainment items, depend on the schedules of both the buyer and the donors of the lots. One Drop is not responsible if mutually agreeable times and locations cannot be reached.
13. If the buyer fails to make payment of the purchase price for a lot in cleared funds by **17:00 Eastern Daylight Time September 27, 2024**, unless stipulated otherwise in the terms and conditions printed with each auction item, One Drop may in its sole discretion cancel the sale of the lot, retain any partial payment of the purchase price as liquidated damages for One Drop and take such other action as One Drop deems necessary or appropriate.
14. Bidders and buyers acknowledge and understand that One Drop may process their personal data (including potentially special category data) in accordance with its privacy policy as published at onedrop.org/en/privacy-policy or available by emailing contact@onedrop.org.
15. By participating in the auction, each bidder expressly recognizes and agrees that One Drop is not liable for any incident, claim or occurrence resulting from the purchase, use or fulfillment of the lots and their services. No provision in these Conditions of Sale shall be deemed to exclude or limit the liability of One Drop to the buyer in respect of any fraud or fraudulent misrepresentation, gross negligence or willful misconduct by One Drop.
16. It is the responsibility of all winning bidders to ensure that they meet any qualification required to be the winner of the lot, that they have the necessary permissions or authorizations and meet the conditions required to carry out the activity of the lot, including (by way of example, not limitation) appropriate identification, minimum age qualification, security clearance, and so forth.
17. One Drop reserves the right to not offer for auction any of the lots listed.
18. Experience lots cannot be resold.