

ONLINE AUCTION TERMS AND CONDITIONS

Last updated March 16, 2017

IMPORTANT

These terms and conditions apply to all online bidding of auction sales conducted by or in conjunction with Arthritis Research Canada ("**Online Bidding**"). By registering a bid to participate in an auction sale (a "**Sale**") via Online Bidding, you expressly agree to these terms and conditions.

References in this document to "Arthritis Research Canada", "we" or "us" mean The Arthritis Research Centre Society of Canada/Arthrite-recherche Canada. References herein to "you" and "your" mean the person or entity registering to bid or bidding in a Sale via the Online Bidding service.

1. Our Website

1.1 Your use of this website and any service contained within constitutes acceptance by you of these Terms & Conditions.

1.2 Any reference to this "website" refers to the website address www.arthritissoiree.ca and such other locations where it may be hosted or featured where the entire website or elements of the website are hosted or featured by our partners.

2. Eligibility

2.1 You must be a minimum age of 18 to register to submit a bid. Furthermore you must be able to enter into legally binding contracts. By registering and using this website you warrant that you are 18 or older, have the capacity to enter into contracts and understand your obligations under these Terms & Conditions.

3. Registration

3.1 As part of the registration process you will need to provide your full name, email, primary phone number, billing address and payment information. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot provide a name(s) and information of another person or using words that are the

trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to not accept a bid and suspend or terminate any registration in breach.

3.2 Before your bid can be accepted via Online Bidding, your registration information and payment details must be confirmed. Please note, confirmation takes **at least 24 hours post submission**.

If for any reason you suspect that your registration information and/or payment details has been disclosed to or obtained by another party you should contact us immediately.

3.3 Once you have registered you should keep details strictly confidential and you must not permit any third party to use submit a bid on your behalf or otherwise. You will be liable for any and all bids made via your confirmed registration information.

4. Online Bidding Process

4.1 Once you have successfully registered for Online Bidding and your information is confirmed, your bid will be eligible for the online auction.

4.2 The current highest confirmed bid will be displayed on the online auction webpage. In the event of a tie between a bid placed by you online and any other identical bid(s) (including bids made in person at the Sale on May 18th 2017, telephone bids, absentee bids, and other online bids), it will be at the auctioneer's discretion as to which bid shall be accepted.

4.3 You acknowledge that you are bidding in a live auction and you agree that each bid submitted as provided in these terms and conditions is irrevocable and cannot be amended or corrected, even if submitted in error and notified to us. You accept full liability for all bids submitted via your Online Bidding account (including the liability to pay in full and on time in accordance with the Bid Conditions for any item or package that is the subject of a successful bid submitted from your account).

4.4 Please note that Arthritis Research Canada reserves the right to reject a registration to bid online, withdraw its permission for you to use Online Bidding, or terminate an Online Bidding account, for any reason at any time prior to, during or after a Sale.

5. After the Sale

5.1 To find out if you have been successful in your bidding, you may check the results that are published by Arthritis Research Canada online after the Sale.

5.2 You agree to pay for and collect any item or package that is the subject of a successful bid submitted by you or from your confirmed Online Bidding registration information, in accordance with the Bid Conditions.

6. Specific Auction Rules

6.1 As a user you agree not to do any of the following:

1. Breach any local laws with regard to items advertised or sold.
2. Fail to pay for any item where you are deemed the highest bidder, whether sold at a fixed price or auction.
3. Manipulate the bidding process or price of any item, including (but not limited to) working in conjunction with others to bid-up items, entering high bids and then withdrawing them, or any other form of manipulation or concerted action to distort the auction process.
4. Seek to avoid the payment of auction fees owed to us.
5. Use or harvest data provided by other users in a way that they would object to.
6. Abuse, harass, threaten, stalk, defame or in anyway seek to violate the rights of another user or third party.
7. Encourage illegal activity or activity that violates the rights of other users or third parties, whether individuals or organisations.
8. To pose as another user, third party or organisation or Arthritis Research Canada employee for the purposes of obtaining user or third party information.

9. To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

10. Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and other users.

11. Reframe or repurpose the website or any content on it or remove or obscure any notices or advertising provided by us on the website.

12. Advertise any item, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.

13. Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

14. Use any robot, spider, scraper or other technical means to access the website or content on the website.

6.2 The above list is not intended to be exhaustive. We reserve the right to remove (with or without notice) content and suspend or terminate (with or without notice) the registration of any user who in our sole judgment is in breach of the rules or the spirit of the rules.

Contact Details

Our contact details are as follows:

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