

## **Terms and Conditions**

1. The auction is open to everyone aged 18 or over. The starting price of every lot is US\$12,000, except where a higher reserve is indicated. Unless specified, travel, accommodation and other incidental expenses are not included in any lot. Please see full auction terms and conditions below before bidding. The auction closes at **12pm EST on 19 February 2019**, unless otherwise notified by the organizers (the World Identity Network (WIN) Foundation - hereafter, "WIN team").
2. All bids are binding. By bidding for any lot you agree to be bound by these ***Terms and Conditions***.
3. When you place a bid you thereby enter a contractually binding and irrevocable obligation to complete the transaction if you are the winning bidder of that lot. The 'winning bidder' is the person certified to be the highest bidder by the WIN team at the end of the auction, and it includes any under-bidder who is awarded the lot following the failure for any reason of a higher bid as decreed by the WIN team. If there are two or more bidders with equal claims to be the winning bidder, the WIN team shall select one by drawing names out of a hat.
4. The decision of the WIN team as to the winning bid or otherwise, together with any exercise of his discretion hereunder, is final and cannot be challenged, nor will any explanation or reason be given.
5. You are not able to retract any bid under any circumstances after it has been submitted.
6. Before you place any bid you must ensure that you are able to bid for and to buy that particular lot in compliance with the law and in accordance with these and any specifically applicable terms and conditions. It is the responsibility of all bidders to ensure that, if theirs is the winning bid, they meet any qualification required to be the winner of any particular lot, that they have the necessary permissions/authorizations and meet the conditions required to carry out the activity specified in the bid, including (by way of example, not limitation) appropriate identification, clean driving license, minimum age qualification, security clearance, and so on.
7. If you want to know what qualification is required for the winner of any lot you should email [info@win.systems](mailto:info@win.systems). If you are the highest bidder, but in the sole and unfettered judgment of the WIN team you do not meet any such qualification, then the WIN team shall be entitled without challenge or complaint to award the lot to the next highest bidder who does meet the qualification.
8. Except insofar as any head of expense or cost is expressly included in the description of the lot as being provided to the winning bidder as part of the lot, the winner is responsible for making all arrangements and meeting all costs out of their own pocket that may be necessary to take up and enjoy their lot including, but not limited to costs of travel, accommodation, food

and other incidentals, such as travel insurance, medical checks and/or inoculations and obtaining any other necessary documentation including passports and visas.

9. If you wish to give a lot as a gift, specific approval must be obtained in advance of bidding.
10. Names (initial and surnames only) of winning bidders will be published on the website unless any request for anonymity has been agreed with the WIN team.
11. Winning bidders will be sent a letter or an email setting out the details for claiming their lot, which will include requirements relating to the due payment of the bid fee and other matters. Failure to comply with all such requirements shall entitle but not oblige the WIN team to declare a bid void, and if he does so the lot affected will be awarded to the appropriate under-bidder at the WIN team to declare a bid void, and if he does so the lot affected will be awarded to the appropriate under-bidder at the WIN team discretion. If he does not declare the bid void then the winning bidder shall remain liable for payment of the bid fee.
12. It shall be the responsibility of the winning bidder to come to agreement with the person specified in the lot as participating or offering the lot, that is the appropriate employee or columnist of The Independent, over arrangements for the fulfillment of the lot. All the aspects of the fulfillment of lots are subject to such agreement being reached over all relevant matters which may include the date such lot is to be made available, the identity of the performance, venue or event to be attended, and subject to all general and specific conditions which apply to each lot.
13. To the extent permitted by law, WIN does not accept any liability for any loss, damage, claim or costs howsoever arising from or incurred wholly or partly by participation in the auction or fulfillment of any lot.
14. The decision of the WIN team shall be final and unchallengeable and in absolute discretion WIN may declare any entry void. Any exercise of discretion, or agreement, by the WIN team specified in these Terms and Conditions shall be in WIN's sole and unfettered discretion, and no reasons can be requested or will be supplied and no correspondence will be entered into. The WIN team may authorize a representative to undertake any or all of his functions under these terms.
15. In relation to all lots, the winning bidder warrants that the material supplied to us will contain nothing defamatory or in breach of anyone's rights and will indemnify WIN for any breach of this warranty.