

Terms & Conditions

The Terms and Conditions of the Grapes for Humanity Save Hospitality Fine Wine Auction (the “Auction”) differ from those of our auction host, Waddington’s (onlineauctions.waddingtons.ca). By participating in this auction, you agree to our Terms and Conditions. For this Auction, no buyer’s premium will be added to your invoice, and no HST or other sales tax is applicable. Grapes for Humanity will invoice the buyer at the email address that they use to register at Waddington’s. Buyers are responsible for pick-up/delivery, and as detailed in the Shipping & Delivery section below, certain shipping costs may be added to your invoice. Bidders are legally responsible for all bids that they have placed, and all sales are final. Please review the full Terms & Conditions.

Terms of Bidding

Bidders must register for an account at onlineauctions.waddingtons.ca in order to participate in the auction. The bidder’s email address is registered with Waddington’s at onlineauctions.waddingtons.ca and will be shared with Grapes for Humanity for administrative purposes. The email will be used for Grapes for Humanity auction communications only.

All sales are final. No purchase can be returned, refunded or exchanged. Bidders are legally responsible for all bids that they have placed, even if a bid has been placed in error.

No buyer’s premium will be added to the total purchase price. No HST/sales tax is applicable.

Grapes for Humanity will contact successful bidders using the email address given at registration to provide invoices for the purchased lots and arrange for payment. Successful bidders must pay for their purchases by Visa or Mastercard, within 48 hours of receiving their invoice.

Bidding Notes

Lots are listed in the numeric order by which they will close. Lots begin closing in groups of 25 lots every 10 minutes on the final day of the auction on October 7, 2020. For example, lots 1 to 25 may close at 6:00 pm while lots 26-48 may close at 6:10 pm.

A proxy bid is the highest price a bidder is willing to pay for a lot. Your bidding stops when your proxy bid is reached, or the auction closes. Your bid will automatically increase every time someone bids against you by the next bid increment until your proxy bid is reached. The Quick Bid button is a way for you to bid the next bid increment immediately. It is often used in the last minutes of an auction when bidding becomes more aggressive.

If a bid is placed on a lot within the last 5 minutes of bidding on that lot, the lot’s auction end-time will extend 5 minutes from the time the last bid is placed. This will continue until there is no bidding for 5 minutes on each lot.

Bidders will be notified by email when they are outbid and will also receive an alert if they are on the bidding site at the time they are outbid. The Buyer will also be notified of their purchase by email at the end of the auction (this will take more time to process). In the case of identical

bids, the earliest received bid will take precedence. Grapes for Humanity and Waddington's are not responsible for technical errors or failures to execute bids.

The Buyer will be the highest bidder for the lot and the Buyer immediately assumes full risk and responsibility for the lot. When you register for your bid paddle, you are agreeing to these terms and conditions.

Bid increments differ depending on the opening bid price of each lot.

Grapes for Humanity reserves the right to withdraw any wines or other items listed in the Auction catalogue at any time before the actual sale begins. Grapes for Humanity reserves the right to, in its sole and absolute discretion, cancel or delay the Auction at any time before the Auction begins, without prior written notice or further publication, by announcement at onlineauctions.waddingtons.ca. Grapes for Humanity and Waddington's reserve the right to reject any bid or bidder in their sole and absolute discretion.

ALL PRICES ARE IN CANADIAN FUNDS.

Conditions of Sale

By bidding at auction, bidders are bound by these Terms and Conditions, as amended by any announcements, lot descriptions or posted notices, which together form the contract of sale between the successful bidder (buyer), and (auctioneer).

Grapes for Humanity reserves the right to withdraw any lot at any time before the actual sale. All lots are sold on an "as is, where is" basis, and Grapes for Humanity makes no warranties or representation of any kind or nature with respect to any wine or other items being auctioned, including but not limited to any representation or warranty of description, genuineness, attribution, provenance, or physical condition. All warranties and conditions implied by law are hereby excluded. Bidders and purchasers may not rely upon any statement of Grapes for Humanity, oral or otherwise, other than as set forth in these conditions of sale. No person shall have recourse against Grapes for Humanity for any irregularity or illegality in the Auction, or the conduct of the Auction, or of the wine. By registering to bid, all bidders acknowledge that the wine offered for sale at the Auction may not have been tested by the Liquor Control Board of Ontario, and all bidders agree to sign a written acknowledgement stating same if requested by Waddington's or Grapes for Humanity.

Gift Certificates

As a thank you to bidders, Grapes for Humanity intends to provide gift certificates, redeemable at select restaurants, to each successful bidder that wins a lot in the Auction. These gift certificates are generously provided by third parties, and are generally redeemable within one year. Grapes for Humanity makes no representation or warranty of any kind or nature with respect to these gift certificates, including but not limited to any representation or warranty that the applicable third parties will honour these gift certificates. If there are any issues with redeeming these gift certificates, successful bidders should resolve such issues with the applicable third party. Grapes for Humanity cannot take responsibility for, nor issue any refunds

or compensation for, the refusal or inability of any third-party restaurant to honour such gift certificates.

Shipping & Delivery

Upon completion of the Auction, Grapes for Humanity will email all successful bidders with information on how to pick up the purchased lots from Iron Gate Private Wine Management, which is a third party company that works with Waddington's, through their contactless pick-up process. If a successful bidder is unable to pick up the purchased lots, then Grapes for Humanity can arrange for delivery for an additional fee (charged at the delivery company's standard rates without any markup). Successful bidders shall, upon completion of the Auction, immediately assume responsibility for, and risk of loss relating to, the purchased lots. If any successful bidder fails to arrange for pick-up or delivery of their purchased lots within thirty (30) days, then storage fees shall be charged to and payable by such successful bidder starting on the 31st day after the completion of the Auction.

AGCO Auction Authorization NO.AA1188211 Issued under the Liquor Licence Act.