



TONY AWARDS TICKET AUCTION – TERMS AND CONDITIONS

Please note you submit your bid on the condition that you have read and accepted all the terms and conditions below, including Term and Condition 9 below that no lot may be transferred by the winner to any other person (as a gift or otherwise) unless specifically agreed by The Kevin Spacey Foundation.

The starting price is \$5,000. 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 17:00hrs PDT on Friday June 3rd 2017. All bids are binding. The Kevin Spacey Foundation decision is final.

1. By bidding you agree to be bound by these terms and conditions.
2. The auction is open to anyone aged 18 or over.
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 Kevin Spacey Foundation at the end of the auction. If there are two or more bidders with equal claims to be the winning bidder, The Kevin Spacey Foundation shall select one by drawing names out of a hat.
4. The decision of The Kevin Spacey Foundation as to the winning bid or otherwise, together with any exercise of their 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/authorisations 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 licence, minimum age qualification, security clearance, and so on.

7. If you want to know what qualification is required for the winner you should email: info@kevinspaceyfoundation.org. If you are the highest bidder, but in the sole and unfettered judgment of The Kevin Spacey Foundation you do not meet any such qualification, then The Kevin Spacey Foundation 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, 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 from the Kevin Spacey Foundation Executive Director, via:
info@kevinspaceyfoundation.org in advance of bidding.

12. Winning bidders will be sent 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 Kevin Spacey Foundation to declare a bid void, and if they do so the lot affected will be awarded to the appropriate under-bidder at The

Kevin Spacey Foundation to declare a bid void, and if he does so the lot affected will be awarded to the appropriate under-bidder at The Kevin Spacey Foundation's discretion. If they do not declare the bid void then the winning bidder shall remain liable for payment of the bid fee.

14. To the extent permitted by law, The Kevin Spacey Foundation 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 fulfilment of any lot.

15. The decision of The Kevin Spacey Foundation shall be final and unchallengeable and in their absolute discretion they may declare any entry void. Any exercise of discretion, or agreement, by The Kevin Spacey Foundation specified in these Terms and Conditions shall be in their sole and unfettered discretion, and no reasons can be requested or will be supplied and no correspondence will be entered into. The Kevin Spacey Foundation may authorise a representative to undertake any or all of his functions under these terms.

16. 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 The Kevin Spacey Foundation for any breach of this warranty.

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