

CHARITY AUCTION TERMS AND CONDITIONS

By participating in the Full Circle Fund Therapies Online Charity Auction (the “**Auction**”) you fully agree and accept these Auction Terms and Conditions (“**Auction T&Cs**”).

Full Circle Fund Therapies (“**FCFT**”) may cancel or amend the Auction, the Auction Information or these Auction T&Cs without prior notice. Any changes will be posted within the Auction Information or these Auction T&Cs.

Proceeds of the Auction

All proceeds raised will go to FCFT and be used to benefit children and adults with life limiting conditions in line with FCFT’s charitable objects.

Eligibility

Participation in the Auction is only open to individuals aged 18 and over (“**Participants**”).

For those Participants who are under 18 years of age as at the date of the Auction, you warrant that you have obtained parental / legal guardian consent to participate in the Auction. Any Participant found to be under 18 years of age or who does not otherwise meet any other eligibility requirements automatically forfeits the right to the Auction Item (as defined below). FCFT reserves the right to carry out checks to verify the age of Participants.



How to participate in the Auction

In order to participate in the Auction, Participants must 'like' and place their bids (a "Bid") on FCFT's Facebook [find us Full-Circle-Fund-Therapies] or Twitter page [@FullCircle_Fund] by including the following information within the body of the post

- (i) The amount the Participant is offering for the Auction Item
- (ii) Their name
- (iii) Enter the Bid hashtag #fullcirclesky

All Bids must be made directly by the person entering the Auction. Participants should not knowingly allow any third party to place a Bid on their behalf.

If a Participant believes that a Bid has fraudulently been placed using their details, they should immediately contact FCFT and provide as much information as possible to enable FCFT to investigate the matter.

Before a Participant places any Bid you must ensure that you are able to bid for the particular Auction Item in compliance with any applicable laws. It is the responsibility of all Participants to ensure that, if they are the Successful Bidder (as defined below), they meet any qualification required to be the winner of any particular Auction Item, and that they have the necessary permissions / authorisations and meet the conditions required.

If you are the highest bidder on closing of the Auction, once FCFT confirms you are the Successful Bidder (as defined below) you acknowledge that you will have entered into a legally binding contract to pay for the Auction Item.



Auction Information

The Auction will be conducted in pounds sterling.

A Bid may be placed by a Participant anytime between 00:00hrs on 15 August up to 11:59 GMT on 1 December 2016. Any Bid made by a Participant after these stipulated times and dates will not be deemed as a valid and effective Bid.

Participants cannot revoke or otherwise cancel a Bid once it has been submitted. A Participant may submit repeat bids anytime up to 11:59 GMT on 1 December 2016.

The winner of the Auction will be the Participant who placed a Bid which exceeds all other Bids at the conclusion of the Auction (the “**Successful Bid Amount**”) and which is confirmed as such by FCFT (a “**Successful Bidder**”).

Following conclusion of the Auction, the Successful Bidder will be contacted by FCFT by the means that the bid was made by either Facebook or Twitter to confirm the Successful Bid Amount, details of the Auction Item and to request immediate payment in accordance with the section on Payment below.

A Successful Bidder must claim the Auction Item by confirming acceptance over the telephone to the office of FCFT and making full payment of the Successful Bid Amount to FCFT within 24 hours of notification that it is the Successful Bidder.

In the event that FCFT is unable to contact the Successful Bidder on FCFT’s second attempt, and/or if FCFT does not receive full payment of the Bid amount within the timeframe above, Bids will lapse, the Participant will forfeit the Auction Item and FCFT will offer the Auction Item to the second highest bidder which will be determined by FCFT acting in its absolute discretion.



Payment

The Successful Bid Amount will be inclusive of all applicable VAT.

Payment of the Successful Bid Amount can be made by: (i) bank transfer or (ii) online donation accessed via FCFT's website www.fullcirclefund.org.uk or (iii) by credit card payment made via FCFT office. Unless otherwise agreed by FCFT, the Successful Bidder will not be entitled to claim the Auction Item until full payment has been received in cleared funds.

Auction Item

The Auction Item shall consist of the following

One (1) signed Team Sky Jersey

One (1) letter of authenticity from Sky Pro-cycling

The Auction Item is non-refundable and non-returnable.

Bidders acknowledge that all information that is provided as a description of the Auction Item is reproduced by FCFT in good faith. As such, FCFT cannot be held responsible for inaccurate or misleading descriptions.

In the event that FCFT deems (in its sole discretion) that a Successful Bidder (i) is not eligible to place a Bid for the Auction Item, (ii) has failed to comply with the Auction T&Cs, (iii) cannot be contacted by FCFT and/or (iv) does not wish to accept the Auction Item, FCFT reserves the right to offer the Auction Item to a Participant with the second highest Bid and such second highest bidder will be deemed to be a Successful Bidder for the purposes of these Auction T&Cs.

FCFT reserves the right in its sole discretion to withhold delivery of the Auction Item until proof of eligibility and/or identity (and if applicable, proof of parental / legal guardian consent) requested by FCFT has been confirmed or if such proof is not produced on request or to disqualify the Participant from the Auction.



Publicity

Names of the Successful Bidder shall be published on the FCFT Website and through FCFT's social media networks. By entering the Auction, each Participant also authorises FCFT to publish his / her name and consents to having publicity photographs and/or video images taken of him / her taken for future promotional, marketing and publicity purposes in any media worldwide without notice or without any fee being paid and will co-operate with any other reasonable requests by FCFT relating to any post-winning publicity.

General

Participants must comply with any directions given to him or her by FCFT including but not limited to any and all relevant laws, rules and regulations.

FCFT may at any time and without prior notice up to and until cleared funds are received from the Successful Bidder: postpone, cancel or withdraw the Auction item including any Auction Items that are listed therein FCFT will have no liability to any Participants or third parties as a result of any such postponement, cancellation or withdrawal of the Auction.

Participants who enter or attempt to place a Bid in the Auction in a manner, which in FCFT's determination, is contrary to these Auction T&Cs or is fraudulent or unjust to other Participants (including without limitation tampering with the operation of the Auction, hacking, cheating, deception, or any other unfair playing practices), may be rejected from the Auction at FCFT's sole discretion.

The Auction and these Auction T&Cs will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

