**Moraga Education Foundation Online Auction**

**Terms and Conditions**

By bidding in the Moraga Education Foundation Online Auction, the bidder is agreeing to the following terms and conditions:

**Age Restrictions:** All online auction items are available to the general public who are at least 18 years of age and able to form legally binding contracts under applicable law.

**Bidding:** This is an online auction only and will open at *9am on Wednesday, March 21, and close promptly at 9pm on Wednesday, March 28.* Please make sure to place your maximum bid before the auction close time. Your bid constitutes a legal promise to buy. The highest bid at the close of the auction is the winning bid and you will be notified if you are the winning bidder.

**Auction Item Pick Up**: All items must be picked up on Thursday, March 29, from 6-8pm or Friday, March 30, 9-11am. Winning bidders will be notified of the location. Under no circumstances will items be shipped. If someone else will be picking up your item for you, please notify mefspecialevents@gmail.com.

**Restrictions:** When bidding, be sure to note the expiration date and any special restrictions on the item(s). Taxes, resort fees, gratuities and alcoholic beverages may not be included in the package. Holiday and blackout dates may apply. Unless otherwise specified, all auction items must be used within one year of purchase (March 28, 2019).

**Everything is “AS IS”:** All auction items are offered “AS IS.” Auction item descriptions are provided for the sole purpose of identifying the items and values quoted are donor estimates only. The donor and MEF make no representations or warranties of any kind whatsoever regarding the items in the auction, including but no limited to the merchantability, fitness for a particular purpose, authenticity, genuineness, description or value of an item.

**Redeeming your Winning Item:** It is the winning bidder’s responsibility to initiate contact with the donor of items to arrange for their use. We suggest this is done within 30 days after the auction ends. MEF is not responsible for any failure by winning bidder to utilize the services or items purchased before a stated expiration date.

**Payment:** Accepted payment methods are Visa, MasterCard, American Express and Discover. If you are the winning bidder on an items(s) after the auction closes, the credit card on file with your registered account will automatically be charged for the winning bid amount. All sales are final. No exchanges or refunds. Auction items are not redeemable for cash.

**Disputes:** An auction chairperson, whose decisions are final and indisputable, will handle any disputes, conflicts, questions or concerns regarding the auction and/or the associated donated prize. MEF reserves the right to add or withdraw items, without notice, to or from the auction.

**Hold Harmless:** By acceptance of any prize, all winning bidders agree to release, hold forever harmless and indemnify MEF, its elected and appointed officials, members, school staff, event organizers, sponsors and volunteers connected with the auction for any damages, losses, injuries, accidents, misfortunes, or causes of action arising from or in connection with such prize.

**Taxes:** MEF is a 501(c)(3) not-for-profit organization. All contributions to MEF are tax deductible to the full extent the law allows. MEF’s Federal Tax I.D. number is 94-2791659. Each winning bidder is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not expressly included as part of the prize. As such, winners are urged to consult their tax professionals regarding tax effects and obligations of any donation and prize. MEF takes no responsibility for any tax liabilities.