

BACCHANALIA ONLINE AUCTION

Terms and Conditions

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 the auctioneer.

This Auction is licensed per the BC Liquor and Cannabis Regulation Branch; permit A2021-0012

CONDITIONS OF THE WINE

All wine sold at the sale shall be at the Buyer's risk.

The Vancouver International Wine Festival (VIWF) and Bard on the Beach Shakespeare Festival (Bard), in presenting this auction, make every effort to properly describe all auction items. All items are sold "as is", and the VIWF and Bard neither warrant, nor represent, and shall in no event be responsible for the correctness of the description, genuineness, authorship, provenance, value, or condition of the Property. No statement contained in the description of the auction items or made orally either online or elsewhere shall be deemed to be warranty, representation, or assumption of liability. Neither the LCLB nor the LDB is responsible for the quality of the auctioned wine or liquor.

AUCTION ITEMS

The VIWF and Bard reserve the right to withdraw any auction item. In case of discrepancy between the item's description online and the gift certificate or wine received in person, the gift certificate or the physical item shall be deemed the valid description. All service items or experiences must be used within the period stated on the certificate.

TERMS OF BIDDING

Bidding is open to anyone in Canada other than residents of Quebec. However, all sale transactions following the auction will occur in British Columbia. Buyers are responsible for pickup in BC.

Title to all alcohol sold in the auction passes to the Buyer (successful bidder) in British Columbia. The Buyer is solely responsible for and must make arrangements for pickup of any alcohol items from the designated pickup location in BC. Any subsequent shipment of the alcohol is the sole responsibility of the Buyer. We make no representations as to the legality of shipping alcohol to other jurisdictions or in respect of a Buyer's ability to do so. This transaction is governed exclusively by the laws of British Columbia.

All bidders/purchasers of wine or other alcoholic beverages through the Auction must be 19 years of age or older. Proof of age may be required prior to the transfer of any purchased lots. To participate in the Auction, Bidders must register/sign-in for an account at IronGateAuctions.com. The bidder's contact information is registered with Iron Gate Private Wine Management at IronGateAuctions.com.

The online auction opens on Tuesday, April 27, 2021 at 10am, and closes on Saturday May 1, 2021 at 6pm (all Pacific Time)

Bidding is anonymous. Bidding information and notifications for bids, outbids and successful bids on lots are administered by our Auction host, Iron Gate Private Wine Management. All bidding stops when the auction closes.

Iron Gate Private Wine Management and Iron Gate Auctions Inc. 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/sign-in for an account, you are agreeing to these terms and conditions.

Bid increments differ depending on the opening bid price of each lot and are further described below.

Iron Gate Auctions reserves the right to withdraw any wines or other alcoholic beverages listed in the Auction catalogue at any time before the actual sale begins. Iron Gate Auctions 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 IronGateAuctions.com. Iron Gate Auctions reserve the right to reject any bid or bidder in their sole and absolute discretion.

ALL PRICES ARE IN CANADIAN FUNDS.

TERMS OF SALE

All sales are final. There will be no exchange or refund on items by the VIWF, Bard, or the donor. Payment in full must be made at the end of the auction on May 1, 2021 at 6:00PM (PST). BC law requires that a 10% Provincial Sales tax will be added to all successful bids for wine and other alcohol. Successful bidders will pay for their purchases via the online auction checkout system.

SUCCESSFUL BIDS/PICK UP

All items that have been successfully purchased must be picked up in person at the **Vancouver Club, 915 W Hastings St**, Vancouver, BC, on **Friday, May 7 (1pm-6pm) or Saturday, May 8 (12pm-4pm)**. **Please note the pick-up dates and times are subject to change.** A payment receipt and proof of age must be shown before the pick-up and removal of any purchased item. You may send a proxy to pick up your items, however please contact Max Forsyth at mforsyth@bardonthebeach.org in advance with the name of your proxy so we can verify who you have sent. If we do not hear from you in advance with your proxy's name, we will be unable to release your items. If extraordinary circumstances prevent you or your proxy from picking up your items on Friday or Saturday, please contact Max before 5pm on Wednesday May 5 to discuss possible alternative arrangements. Please note, we cannot guarantee alternative arrangements and any arrangements may be subject to a \$50 minimum handling fee. Neither the VIWF nor Bard have the capacity or facility to store these items and therefore have no further responsibility or liability for any items not claimed or if no alternative arrangements have been made. Successful bidders must sign an acknowledgement that the liquor may not have been tested and that the LCRB, the VIWF nor Bard, is not responsible for the quality of the auctioned liquor.

IRON GATE AUCTIONS TERMS AND CONDITIONS

In addition to the Terms and Conditions outlined above the following Terms and Conditions from Iron Gate Auctions Inc. will apply to all bidders.

Participation in any online auction hosted on the Iron Gate Auctions Inc. website (the "Site") is subject to the following Auction Terms and Conditions which govern all Iron Gate Auctions as posted on the Site, as posted in the auction showroom, and as set out in any catalogue. Iron Gate Auctions Inc. (the "Auctioneer") reserves the right to modify or update the Auction Terms and Conditions without prior notice. It is the responsibility of all prospective Buyers to review any and all changes made to these Auction Terms and Conditions prior to each use of this Site. Modifications and changes are effective and binding when posted on the Site. By using the Site, you agree in advance to accept all Auction Terms & Conditions, including such changes.

Definitions

As used herein, the following words are defined as described below:

"Bidder" means any person participating, making, or attempting to make a bid at an auction sale, either Online or Live.

"Buyer" means a person who makes the highest bid accepted at the closing of an "Online Auction" or by the auctioneer in a "Live Auction", except as otherwise provided in Iron Gate Auctions' Discretion in Relation to Bidding/Purchasing, Paragraph 4 a) b) or c) below.

"Online Auction" is the sale of a Property or Lots which is conducted by means of Iron Gate's Online Auction Platform and assorted technical services accessible solely by online means and which enables Buyers to bid for and buy Lots in a time-based auction.

"Property" means an item offered for sale at an auction.

"Lot" means a collection of one or more items offered for sale as a single unit at an auction.

"Reserve" is the minimum price accepted for a Lot, below which the Lot cannot be sold.

2. Description of Property for Auction

Unless otherwise specified, all Lots are offered subject to a Reserve below which the lot will not be sold.

3. Iron Gate Auctions' Discretion in Relation to Bidding/Purchasing

a) Iron Gate Auctions reserves the right, in our absolute discretion, to reject your registration to bid, reject any bid, refuse entrance to a live auction premise or participation in any auction.

b) Iron Gate Auctions reserves the right to disable or deactivate your account at any time during the sale.

4. Connectivity and Technical Problems

Execution of online and mobile internet bids are a free service and convenience to Bidders.

Iron Gate Auctions shall not be responsible for any failure to execute such bids or any error relating to a bid including without limitation, errors or failures caused by: (a) loss of connection to the Internet of either Iron Gate Wines or Bidder; or (b) a breakdown or problems with Bidder's Internet capacity, connection, corporate firewalls, device or other technical problems that may create difficulties for some users including (but not limited to) accessing sales and maintaining continuity of such access.

5. Online Bidding Process

a) Online auctions begin and end at a predetermined date and time.

b) Bids may only be submitted between the dates and times specified for that lot.

c) Bidding will open at the Reserve amount and increases in bidding increments to be determined at the sole discretion of Iron Gate Auctions. The currency for all Iron Gate Auctions is Canadian dollars.

Bidding increments, based on appraised value, are as follows:

\$100 to \$500 by \$25

\$500 to \$1000 by \$50

\$1000 to \$2000. by \$100

\$2,000 to \$3,000 by \$200

\$3,000 to \$5,000 by \$250

\$5,000 to \$10,000 by \$500

\$10,000 to \$20,000 by \$1,000

\$20,000 to \$30,000 by \$2,000

\$30,000 to \$50,000 by \$2,000

All increments are subject to the discretion of the auctioneer.

d) As soon as you place and confirm your bid amount, the bid is submitted (subject to any pre-determined credit limit). You accept and agree that bids submitted in this way are final and that you may not, under any circumstances, amend, retract or revoke your bid.

e) The highest bid accepted at the Lot closing will be the successful bid. The close of a successfully bid Lot signifies the acceptance of a contract with Iron Gate Auctions. As a Bidder you are responsible for any bids placed under your bidding account.