



MOTOR SPORT MAGAZINE 2013 CHARITY AUCTION T&C's

Auction Terms and Conditions

Thank you for your interest in the Motor Sport Magazine Hall of Fame 2013 Charity Auction. We are keen for the Lots to go to good homes and all proceeds go to The Grand Prix Mechanics Charitable Trust (a charity registered in England and Wales, registration number 327454 and dedicated to providing help and support to current and former Formula 1 mechanics), so get bidding. But before you do so, please carefully read the terms and conditions below and make sure you understand them before you start bidding.

1. These terms and conditions set out your rights and obligations and govern how you can take part in the Motor Sport Magazine Hall of Fame 2013 Charity Auction.
2. Motor Sport magazine may modify or revise this Agreement at any time, and if this occurs you will be bound by these updates.

AUCTION LOTS

3. On sale in this auction will be stylish Formula 1 artefacts on bespoke mounts and once-in-a-lifetime experiences donated by current F1 teams. By placing a bid you confirm that you are satisfied with the picture or description of the Lots provided on the Website and that the information provided on the Website constitutes a sufficient level of information to enable you to make an informed decision to buy the lot you are bidding for.
4. You will not hold us responsible for:
 - the quality, safety or legality of the Lots;
 - the accuracy of the information supplied about the Lots;
 - the unfettered title of the Lots, and the full right to list the Lots for sale

REGISTRATION AND USE OF WEBSITE

5. By registering as a bidder on the Website, you agree to be bound by all terms and conditions set out below (the "Terms"), together with any other terms, conditions and notices on the Website. You will be asked to choose a username when registering. If you do not want to be identified on the Website we suggest you do not use your real name as a username. Please ensure that you keep your password secure.
6. When you register with us, you will be required to supply your name, email address and other contact information. You must provide us with accurate and up-to-date information. You acknowledge that we may

suspend or terminate your use of the Website if it appears any of the registration information provided by you is inaccurate in any material respect.

7. You must not take any action that may interfere with the Website, insert into or submit through the Website any viruses, Trojans or any other variation on type or version of software or malware that could have the effect of compromising the operation of the Website.
8. You also agree not to undermine, manipulate or otherwise interfere with the bidding system, for example bidding to drive up the bid price, or bidding without intending to pay the bid price if you win the Auction.
9. Any breach by you of these Terms and Conditions will lead to the automatic termination of your right to access the Website and make a bid.

BIDDING

10. Please be aware that by bidding on any of the Lots, whether the bid is via the Website or at the Live Auction in person, you will be entering into a binding agreement by which you are committing to buy the Lot you have bid on and pay the price you have bid plus VAT, any other taxes, transaction charges and delivery charges.
11. Once registered you will be able to bid by clicking on the icon of your chosen Lot and a new page will open. You will then be asked to confirm your bid. Once you have placed a bid, you will not have any right to withdraw or cancel that bid.
12. It is important for the auction process that you provide us with correct information about yourself both at the Online Auction and the Live Auction and if you have provided us with any false information, we reserve the right to cancel you bid.
13. You agree that if the bidding level becomes too high for you, you will cease to place bids.

AUCTION

14. The auction is open to any registered bidder aged 18 years or over.
15. The Online Auction will take place from Friday 14 December, 2012 at 5pm (BST) to Sunday 24th February, 2013 at midnight (BST) with all bids being accepted between these dates.
16. The starting price will vary from Lot to Lot. The Website will show the current highest bid against each Lot in real time but we do not guarantee that the latest bid appears immediately, especially during busy times. Each bidder will receive an email confirming when they have placed a bid, and each time they have been outbid.
17. Please be aware that winning the Online Auction does not mean that you have succeeded in the auction, the winners will be confirmed at the end of the Live Auction.
18. At the fall of the auctioneer's hammer, the highest bidder will be deemed to have bought the relevant Lot at the bidding price.
19. If at the Live Auction a Lot does not receive higher bids than the highest bid made for the relevant Lot through the Online Auction then the highest bidder for the Lot at the Online Auction will be deemed to have purchased the Lot.
20. In the event that no bids are received for any one or several of the Lots, then the Lots in question will be withdrawn and sold via Motor Sport.

SUCCESSFUL BIDS

21. If your bid is successful, then Motor Sport Magazine will invoice you on behalf of The Grand Prix Mechanics Charitable Trust and this must be paid in pound sterling using a debit or credit card (Visa or Mastercard) or electronic bank transfer within 48 hours after the end of the Live Auction.
22. Title will pass to the highest bidder once they have made the full payment for the price bid plus any additional charges, fees or VAT due at the date on which payment is due and the payment for The Grand Prix Mechanics Charitable Trust has cleared. However, please also note clause 31. regarding reversion of title in the event that delivery or collection is delayed by you.
23. The successful bidder will assume the risk and responsibility for the Lot bid on payment and release of the relevant Lot to them.
24. If you are the successful bidder you agree that your Lot will not be used for marketing, or immoral purposes which may damage the Grand Prix Mechanics Trust or *Motor Sport* magazine.
25. We can provide an invoice but reserve the right to charge an additional administration charge of £25.

DELIVERY AND COLLECTION

26. You will be able to collect, or arrange collection of your Lot at a secure location that will be disclosed to you on full payment. Collections must occur by end of business on 25 March 2013.
27. Where you ask for us to arrange delivery of your Lot to you, we will add charges to the final sales price in order to cover the costs of delivery and insurance. We will liaise with you regarding a suitable time for delivery but you acknowledge that delivery times cannot be guaranteed and you will make sure that the Lot can be received at the designated address on the appointed day.
28. Alternatively you may arrange the delivery yourself in which case you will liaise with us regarding collection times and you will endeavour to arrange delivery by 25 March 2013 unless otherwise agreed with us.
29. Any damage caused to the Lot in transit will be the responsibility of the successful bidder and transport agent. We will not be liable for any loss of or damage to the Lots in transit and we recommend that you put suitable insurance in place.
30. If a Lot is to be delivered outside the UK, the successful bidder will solely be responsible for obtaining any export permits and other necessary documentation and will bear any associated costs and taxes.
31. If a Lot is not collected by 25 March or no delivery arrangements have been made by the successful bidder within that time or delivery has been arranged but no one was at the appointed address to receive the Lot, then the title to the Lot will revert to the Grand Prix Mechanics Charitable Trust.

LIMITED LIABILITY

32. Neither The Grand Prix Mechanics Charitable Trust, *Motor Sport* magazine or Bonhams will be liable to you for any loss of data, loss of opportunity, damage to goodwill, loss of reputation, or for any type of indirect, economic or consequential loss whatsoever and howsoever caused, but nothing will limit the liability of any party for fraudulent misrepresentation, death or personal injury caused by negligence.
33. We are unable to guarantee or warrant continuous or secure access to the Website, which may be vulnerable to factors outside our reasonable control. We will use reasonable endeavours to process bids

which are placed via the Website but will not be liable for any failure to process an internet bid which is not received or not received on time through no fault of the Grand Prix Mechanics Charitable Trust or *Motor Sport* magazine including without limitation any faulty in the IT.

34. We are also not responsible for any third party websites you access using links from the Website.

INTELLECTUAL PROPERTY

35. The contents of the Website and the Lots are protected under English law and are owned or controlled by *Motor Sport* magazine or The Grand Prix Mechanics Charitable Trust.
36. Nothing in these Terms and Conditions shall operate to transfer any intellectual property rights to you even if you are the successful bidder. Intellectual property rights means the ownership of or any interest in, designs (registered and unregistered), logos, copyright, database rights, trade and service marks (both registered and unregistered) or inventions (whether patentable or not), patents, and all other intellectual and industrial property including but not limited to all similar or identical rights throughout the world for the full term of the relevant intellectual property right.
37. We will collect, store and use your personal data securely and in accordance with both the Data Protection Act 1998 and *Motor Sport* Magazine Privacy Policy which can be found at:
<http://www.motorsportmagazine.com/privacy/>
38. You acknowledge and agree that we will collect your email address and phone number for use in connection with the auction. We will not publish any of your details without your consent but by entering a bid you grant us permission to publish your username and general location.
39. In order to process your payment and arrange delivery of your Lot you agree that we may need to take further details from you and share these with certain third parties for the purpose of payment and delivery.

FORCE MAJEURE

40. We will do our best to protect your personal data using strict procedures and security features to try to prevent unauthorised access. However, you acknowledge that transmission of information via the Internet is not completely secure and we cannot guarantee the security of your data transmitted to the Website. Any transmission is therefore at your own risk.
41. Neither party to the auction shall be liable to each other for any delay or non-performance of any obligations to the extent that such performance is interrupted or prevented by circumstances beyond their reasonable control.
42. If delay or failure under clause 41. continues for more than twenty (20) business days then the party that has not been affected may, as its option, and if it is reasonable for it to do so, terminate the attempted sale of the Lots in question.
43. The laws of England and Wales govern these Terms, and any claims or disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.



The Motor Sport magazine Hall of Fame 2013 Charity Auction is a fundraising initiative for The Grand Prix Mechanics Charitable Trust (<http://www.gpmechanicstrust.com/>), registered charity no. 327454