

# Crown Sports Auctions

## Terms and Conditions

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### Registration

Bidders must register and provide accurate and complete information. Crown Sports Auctions (“Auction Firm”), located in Lenexa, Kansas 66215, reserves the right to approve, deny, or revoke any registration at its sole discretion. Bidders must be at least 18 years of age.

### Bidding Rules

All bids are binding and may not be retracted. Placing a bid constitutes a legally binding obligation to purchase the lot if you are the winning bidder. Auction Firm reserves the right to reject any bid, withdraw any lot, or resolve any dispute at its sole discretion.

### Extended Bidding – 15 Minute Rule

The auction utilizes a rolling 15-minute extended bidding format. If a bid is placed on a lot within the final 15 minutes, that lot’s countdown resets to 15 minutes. Lots close individually when no bids are placed within a full 15-minute period.

### AutoBid / Maximum Bid Feature

The AutoBid feature allows you to set a maximum (“ceiling”) bid so you do not need to manually increase your bid. If another bidder places a bid on the same lot, the AutoBid system will automatically raise your bid to the next acceptable increment—only as needed—to maintain your position as the high bidder, and will continue doing so until your maximum amount is reached. AutoBids are executed incrementally and only in the minimum amounts required.

In the event two bidders enter the same maximum bid, the earliest AutoBid placed shall prevail. AutoBids must follow required bidding increments and do not include the Buyer’s Premium.

All maximum bid amounts are confidential. Auction Firm cannot see a bidder’s maximum AutoBid amount or whether an AutoBid has been placed.

## **Bidding Disputes; Server-of-Record**

In the event of any bidding dispute, timing irregularity, or question regarding the placement or execution of any bid, the Auction Firm's internal server records, including timestamps and bid logs, shall be the final and controlling record. These records are maintained solely for audit and dispute resolution purposes and are not accessible to bidders. Auction Firm retains sole discretion to determine the winning bid.

## **Buyer's Premium**

A buyer's premium will be added to all winning bids as disclosed in the auction listing or terms of sale.

## **Payment Terms**

Invoices are due within the time specified. Accepted payment methods include check, wire transfer, ACH, or other approved methods. No credit card on file enforcement is required. Auction Firm reserves the right to hold items until funds clear.

## **Non-Payment**

Failure to remit payment may result in cancellation of the sale, resale of the lot, and liability for any resulting deficiency. The bidder agrees to pay all collection costs, including reasonable attorney's fees, and interest at 1.5% per month on unpaid balances.

## **Shipping; Risk of Loss**

Buyer is responsible for all shipping, handling, insurance, and related costs. Risk of loss transfers to the buyer once the item is delivered to the carrier. Auction Firm is not responsible for carrier delays or damage in transit.

## **Condition of Items**

All items are sold "as is" with no guarantees or warranties of any kind. Bidders are responsible for reviewing descriptions and conducting due diligence prior to bidding.

## **Technology Disclaimer**

Online bidding is provided as a convenience. Auction Firm and its platform provider are not responsible for system errors, outages, delays, Internet connectivity issues, failed transmissions, or inability to place bids. Bidders assume all risks associated with online participation.

## **Limitation of Liability**

To the fullest extent permitted by law, Auction Firm and its platform provider shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including lost profits, lost bids, or service interruptions. Total liability shall not exceed the purchase price of the lot.

## **Indemnification**

Bidder agrees to indemnify, defend, and hold harmless Auction Firm, its officers, employees, agents, affiliates, and its platform provider from any claims, damages, or losses arising from participation in the auction or violation of these Terms.

## **Shill Bidding Prohibited**

Shill bidding, consignor bidding, or any manipulation of the bidding process is strictly prohibited. Auction Firm may cancel bids, void sales, and suspend accounts for any such activity.

## **Create Auction Technologies LLC – Platform Protections**

Create Auction Technologies LLC (“Create Auction”) provides hosting, software, and platform services for this auction. Create Auction shall be indemnified, defended, and held harmless to the fullest extent afforded to the Auction Firm under these Terms & Conditions, including all limitations of liability, warranty disclaimers, technology disclaimers, and protections against claims by bidders, consignors, or third parties.

For purposes of these protections, all references to Auction Firm’s “auction site,” “auction service,” or “platform” shall be deemed to include Create Auction Technologies LLC.

## **Governing Law**

These Terms shall be governed by the laws of the State of Kansas.

## **Dispute Resolution**

All disputes shall be resolved through binding arbitration in Kansas. The prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

## **Acceptance of Terms**

By registering, bidding, or participating in the auction, bidder agrees to be bound by these Terms & Conditions in full.