

Jim Shockey Classic Military Fundraiser Event

Terms and Conditions for 2020

Auction Program Rules and Regulations

MISSION STATEMENT: The Jim Shockey Classic Military Fundraiser event is designed to celebrate the outdoors and to honor the US and Canadian military men and women who protect our freedom – the wounded, the active, the retired, the Gold Star families with lost love ones, and the fallen. Partnered with Freedom Hunters (501c3 charitable non-profit organization), Jim Shockey Classic’s intent is to raise money in support of giving back to our nation’s heroes and families sending them on all expense paid outdoor adventures of a lifetime.

AUCTION ITEM SCHEDULE/PAYMENT/PICKUP: Any bid made at the Jim Shockey Classic Military Fundraiser (herein going forward known as JSCMF and includes the Freedom Hunters Organization unless specifically noted otherwise), whether in person at a live auction, by phone, online or at a silent auction, constitutes an unconditional offer to buy the item in question at the price bid. Unless a higher and subsequent bid is made, your bid creates a binding contract of purchase, obligates you to sign the bid ticket or, in the case of a phone or online bid, authorizes the person who took the bid to sign on your behalf AND requires the bid amount be paid prior to the close of the auction.

If during the live auction, a final bid for an item is erroneously taken from two bidders, the bidding is closed to everyone else except those two bidders. The high bidder acknowledged by the auctioneer shall be the purchaser; the auctioneer shall have the sole and final discretion to determine the successful bidder in any auction. At each live auction, there will be pre-designated bid spotters in the audience, and it is the responsibility of the bidder to direct bids to the nearest spotter. The auctioneer and spotters will make every attempt to acknowledge all desired bids, but JSCMF is not responsible for any missed bids or bids that fail to be executed.

Auction items must be paid for before the official close of the March 22, 2020 event. Payments can be made by cash, check, Visa, MasterCard, Discover, and American Express. If the winner of an auction refuses to pay the winning bid price plus any premiums required, the item shall be offered to the next highest bidder for the price he/she bid. If the next highest bidder declines the item or if the second highest bidder is unknown, the Freedom Hunters CEO – Anthony Pace – shall dispose of the item at his discretion.

Items may be picked up during the auctions with proof of payment. The Auction Volunteer Team will be available in the auction hall to assist you in obtaining your item. Arrangements for the removal of all items must be made before the close of the March 22, 2020 auction event. Any auction items that have not been paid for by the close of the Sunday Night Auction will be subject to a 10% surcharge, which will be added to the winning bid and this total will then become the purchase price. Any items not removed by the close of the Sunday Night Auction or for which arrangements for removal have not been made, these items will be shipped COD to the winning bidder/purchaser, who also shall pay to JSCMF an additional 10% handling surcharge. Any bidder/purchaser who leaves his/her purchases at the JSCMF does so at his/her own risk. JSCMF is not responsible for any item not removed from the event site by the bidder/purchaser.

ONLINE BIDDING: You will be asked to provide the following information: Full Name, Email Address, Billing Address, Phone Number, Credit Card Number which an Address Verification System (AVS) is

completed. Items purchased through the online auction will be shipped by the online shipping representative and fees are the responsibility of the purchaser.

REFUND POLICY: There is no refund policy. This purchase is non-refundable. In no event shall Buyer seek reimbursement from JSCMF and Buyer acknowledges and agrees that JSCMF is not liable to refund the purchase price or any portion thereof.

ELIGIBILITY FOR CHARITABLE DEDUCTION: If an auction item is sold for the benefit of the JSCMF, specifically Freedom Hunters Organization, the purchaser may be eligible for a charitable deduction for only that portion of the payment that is over the item's fair market (or retail) value. Raffle ticket purchases are not eligible for a charitable deduction in all cases. All auction items are donated to the Freedom Hunters Organization. Refer to the IRS Publication 1391, Deductibility of Payments Made to Charities Conducting Fund Raising Events and consult your tax advisor for information about charitable deductions.

AUCTION ITEM POLICY: All goods in the live and silent auctions plus fundraising areas have been acquired or obtained from third parties. The purchaser acknowledges that the goods have not been inspected by JSCMF, and is advised, in the case of firearms, knives, bows, bullets, or other weapons to obtain a competent inspection and test of the goods before use. The goods sold in both the live and silent auctions are sold 'AS IS' with all faults and defects and without any express or implied warranty on the part of JSCMF. JSCMF provides no warranties of fitness and expressly disclaims the same. JSCMF does not accept any liability or responsibility for the product, design, or use. Any written warranties on the goods delivered to the high bidder are those solely of the manufacturer's and/or their agents and shall be the sole liability and responsibility of the manufacturer.

All services, hunts, or otherwise, in the live and silent auctions and fundraising areas have been acquired for and are to be furnished by third parties and contain the same reservation set forth under "goods" above. No services in the live auction are to be or will be performed by JSCMF. JSCMF shall bear no responsibilities for the delivery or quality of any of the services, or for any loss or damages arising from or related to or connected with the performance or non-performance of such services. The purchaser also acknowledges that in the event that services are purchased, JSCMF cannot be responsible for or liable for any political unrest or instability that may occur outside the United States. JSCMF cannot be accountable for any injuries or damages that may arise there from. JSCMF reserves the right to add items to the auctions as additional donations become available.

FIREARMS: Before taking possession of your purchased firearm, the gun must be registered in compliance with all federal, state, and local firearms laws. For those onsite at the event, Todd Stewart of Irby Street Sporting Goods – Florence, SC – will be onsite to register each item before the high bidder. can take possession. Irby Street Sporting Goods will ship the firearm, at the expense of the purchaser, from Florence, SC to a Federal Firearms License (FFL) holder of your choice after the event.

DISCLAIMERS OF WARRANTIES AND LIABILITY

General: Any hunts, trips, goods, or services purchased by buyer at auction are provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability or fitness for a particular purpose. JSCMF makes no warranties about any Donor's accuracy, competency or reliability, or of the buyer's satisfaction with his/her purchase. JSCMF

acceptance of a donor's gift or donation does not imply endorsement of the donor or the donated hunt, trip, goods, or services.

In no event shall JSCMF, its directors, officers, agents, employees, or representatives be liable for any direct, indirect, incidental, special, exemplary, or consequential damages however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way or form out of the Buyer's purchase of trips, hunts, goods, services, or anything else purchased by Buyer at auction.

JSCMF is known as the Jim Shockey Classic Military Fundraiser and may also be referred to as the Jim Shockey Classic and/or the Jim Shockey Classic Fundraiser, and/or Jim Shockey Classic Military Tribute Golf Tournament. This agreement applies in all cases.

Hunts: Although JSCMF has used its reasonable efforts to ensure the quality of donated hunts and trips, it has no control over the operation of the donor and cannot and does not guarantee that the hunt or trip will be to the Buyer's satisfaction. The Buyer understands and agrees that it is his/her responsibility to make all arrangements for hunt or trip dates, including travel and completion of filing of all necessary documents, including applications for licenses and permits. JSCMF cannot guarantee or warrant that a trophy animal or any animal will be taken during a hunt. Some hunts are subject to VAT and GST liabilities, which sometimes are due and payable before the hunt can be taken. Buyer understands and agrees that JSCMF is not responsible for these fees and that it is the Buyer's responsibility to pay these fees unless other arrangements are made with the donor.