

AUCTION SERVICE TERMS AND CONDITIONS

Auction Terms & Conditions

The following are the terms and conditions (the "Terms") under which you (a "User") may participate in the auction to be conducted by the Melbourne Stars in connection with the auction of various bats, clothing and/or other equipment relating to Kevin Pietersen and his choice of charities relating to the survival of Rhinos, as set out in greater detail at www.melbournestars.com.au/rhinos (the "Auction Service").

Your use of the Auction Service constitutes your agreement to all terms, conditions, and notices contained herein and otherwise posted on the Melbourne Stars website or such other website conducting the Auction Services (the "Website"). The content of such agreement, inclusive of the Terms and all such additional conditions and notices, are together referred to herein as the "Agreement.". If you do not accept any of the provisions of the Agreement, you must not use the Auction Service.

The Melbourne Stars (the "Company") may, at its sole discretion, modify or revise the Terms at any time by updating the text of this page. You are bound by any such modification or revision and should therefore visit this page periodically to review the Terms.

Section 1. Use of Auction Service

If you are under 18 years of age you may not use the Auction Service.

Section 2. Privacy

The Company is committed to maintaining your privacy. It does, however, gather certain information that you provide to the Website or any other website that conducts the Auction Service. For information regarding the Company's policies for using User information, including personal information provided in registration as a User, please read the Company's **Privacy Policy**.

The Company will take all reasonable steps to abide by the Privacy Policy and all Users hereby agree to its terms and agree to act in accordance with the policy when using the Website. If you do not agree to the collection of this information and the other information specified in the Privacy Policy, then do not accept the terms and conditions of this Agreement when registering for the Auction Service.

By accepting the terms of this Agreement, you consent to the following: (A) collection of a variety of personal information which is specified in greater detail in the Privacy Policy (this information includes your address, date of birth and contact details; in some cases, credit card details; bidding and buying activity in connection with the Auction Service; and your use of the website generally); (B) use of the above personal information for certain purposes specified in greater detail in the Privacy Policy, including without limitation for internal use for improving the Auction Service, meeting the Company's legal obligations, statistical analysis of usage of the website and administrative purposes connected with the website; and (C) the Company's disclosure of your information in certain circumstances as specified in the Privacy Policy, subject to applicable law.

Section 3. Registration, Passwords and Signatures

In consideration of your use of the Auction Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form that you may be prompted to fill out on the Website to use the Auction Service (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or the Company has grounds to suspect that such Registration Data is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Website and the Auction Service.

You will receive a password and/or account designation upon completing the registration process to use the Auction Service. You are responsible for maintaining the confidentiality of any such password and account, and are fully responsible for all activities that occur under your password and account. You agree to (a) immediately notify the Company of any unauthorized use of your password and account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Company will not be liable for any loss or damage arising from your failure to comply with this paragraph.

You may request that your account be closed by contacting **Melbourne Stars via 32auctions.com** customer support at <https://www.32auctions.com/StarsRhinosBBL06>. You may not close your account while you are the highest bidder on an auction in connection with the Auction Service.

Section 4. Auctions - Specific Terms and Conditions

1. Items offered on the Auction Service.
 - A. The Company will endeavour to:
 - i. provide accurate descriptions to fairly reflect each item listed for sale on the Auction Service;
 - ii. ensure that each item for auction as part of the Auction Service is available at the time of the auction; and
 - iii. ensure that **Melbourne Stars via 32auctions.com** transfers clear title to each item to the winner or winners of the auction, subject to receipt of payment.
 - B. Details concerning collection and/or delivery of items by a winning bidder following the conclusion of an auction are stated in the item description. The Company and/or **Melbourne Stars via 32auctions.com** may withhold delivery of an item until the winning bidder has paid all sums due in connection with the auction.
 - C. The item description will state whether GST is applicable. If GST is applicable and not stated as inclusive it will be payable in addition to the amount of the winning bid.
 - D. All auction items offered by as part of the Auction Service are subject to a buyer's premium. The buyer's premium is an additional fee traditionally charged by auction houses on the sale of goods. All online auction bid prices as part of the Auction Service are shown exclusive of the buyer's premium. The buyer's premium is shown separately and will be added to your bid price. This plus any other additional charges is the total amount that you will be required to pay should you win the auction.
 - E. Items which display the "Buy Now" option can be purchased immediately for the nominated price, without the need to wait until the auction ends. The Buy Now option is only shown on listings until an item receives a bid of or above the Buy Now price.
 - F. Some auctions on the Auction Service are listed with a reserve, which is a hidden minimum price on the item. This amount is the minimum price for which an item will be sold. You will be able to see from the category item listing and within the item page whether or not the reserve has been met. If the reserve is not met at the conclusion of the auction, the item will be passed in. To win the item you must meet or exceed the reserve price and have the highest bid at the close of the auction.
 - G. Items are offered for sale as part of the Auction Service are subject to the specific warranty details described with each item and the Company's returns policy. The Company excludes, to the extent permitted by applicable Commonwealth, state and territory laws, all other warranties or conditions, whether express or implied, including, without limitation, implied warranties or conditions of merchantability or fitness for a particular purpose.
2. Bidding.
 - A. When you bid for an item using the Auction Service, you make an offer to purchase the offer at the bid price. If your bid price is the highest bid at the conclusion of the auction, you will be the winner of the auction and obliged to purchase the item, as set out below at section 4 clause C below. Bids cannot be lowered or withdraw once made, unless the Company determines in its sole discretion that exceptional circumstances exist.
 - B. You should read the item description carefully prior to bidding to make sure that you clearly understand what it is that is the subject of the auction, and any applicable terms and conditions, including delivery terms, experience dates and buyer's premium.
 - C. You must not attempt to solicit sales first listed as part of the Auction Service away from the Website. You must not engage in manipulating the price of any auction, including through using secondary registrations, associates or aliases or communicating with other Users with the purpose of manipulating the final purchase price of an item or otherwise acting fraudulently.
 - D. When you place a bid for an item the Auction Service will automatically bid on your behalf up to your nominated maximum bid amount. When you are outbid, you will be notified by email (if you have chosen to receive outbid notifications). If there is a proxy bid on an item, and your bid matches the maximum of the proxy, then the proxy will remain the current bid. To beat the proxy an additional bid will need to be made. When you place a bid on an item you may be outbid immediately. This is because someone else has entered a higher maximum bid amount than you.
3. Winning an Auction.
 - A. If you are the highest bidder at the conclusion of an auction, you must pay the winning bid amount, the buyer's premium, the GST and any other fees and charges specified in the item description to the Company within 7 business days of the closure of the auction. If you do not complete the transaction within 7 days, the Company may take legal action against you for the amount of all money owing to the Company or cancel the sale to you and re-sell the item and charge you a cancellation fee equal to 30% of the amount owed to the Company. Title in the item does not pass until you pay the full amount payable.
 - B. Where two or more bids for the same item are made for the same amount, the winning bid will be the bid that was made first.

- C. The auction closes at the end of the time period specified in the item description where there are no new successful bids during the 5 minutes immediately preceding the end of the time period specified. If a bid that exceeds the previous highest placed bid is made within 5 minutes of the scheduled closing time of an auction, then the auction will go into overtime and the auction will continue to be extended until there are no more high bids made for a continuous 5 minute period. The Company accepts no responsibility for any circumstances or incidents arising as a result of any slight variations that may occur in auction overtime.
 - D. The Melbourne Stars via 32auctions.com is responsible for delivery of the item to the winning bidder unless the Company notifies otherwise.
4. Your responsibilities.
- A. You are solely responsible for your transmissions in relation to the Auction Service. You must:
 - i. not forge communications or take any other action which would disguise the origin of the communications transmitted by you through the Auction Service;
 - ii. not permit another person to transmit communications that falsely identifies your account as the origin of such a communication;
 - iii. not interfere with or disrupt networks connected to the Auction Service;
 - iv. not use the Auction Service for illegal purposes;
 - v. comply with all regulations, policies and procedures of networks connected to the Auction Service which either apply by operation of law or are referred to in the website; and
 - vi. not re-sell or offer to re-sell access to the Auction Service to another person or make or offer to make other commercial use of the Auction Service to another person.
 - B. Australia and most foreign countries regulate the importation and exportation of tangible property. Many countries require a declaration of export for property that is leaving the country. Additionally, most countries require an Import Declaration at the time of customs clearance of property into that country. Upon import, these countries may impose duties, other taxes and/or restrictions on the property. If you live outside of Australia, it is your responsibility to make all required arrangements for property bought at an auction to be legally imported into your country. You agree that you are responsible for familiarising yourself with and complying with any and all applicable laws, rules and regulations at your cost. The Company makes no representation or warranty and accepts no liability whatsoever to you or any third party in respect of the availability or issuance of valid import and export permits for items bought using the Auction Service.
5. Company's reserved rights.
- A. The Company may in its discretion close an auction before the scheduled conclusion time for any reason whatsoever in the absolute discretion of the Company, including if the Company is concerned by price manipulation or other fraudulent activity, there are processing errors or there are other technological errors or website or Auction Service failure.
 - B. In the event of errors in processing and/or site downtime or any other errors or delays caused to the Website and/or Auction Service as a result of unforeseen technological difficulties associated with the Company's or its auction agents servers, data hosting centre, internet service provider or any other reason, the Company reserves the right to extend an auction, re-open an auction, retract an notification to a winner of an auction and/or void or cancel an auction.
 - C. The Company may decline to make the Auction Service available to you and/or suspend your account if: (A) you are the winning bidder in an auction and do not pay for the item and/or refuse delivery of the item; (B) you provide inaccurate or misleading information to the Company; or (C) you engage in other conduct in breach of this Agreement.
 - D. The Company may withdraw and/or re-offer an item where the item:
 - i. does not receive any bids;
 - ii. is incorrectly described in the item description;
 - iii. is inadvertently or incorrectly listed more than once;
 - iv. fails to receive a bid above the reserve price;
 - v. is withdrawn by the provider of the item; or
 - vi. becomes unavailable due to damage.
6. Returns, Exclusions and Acknowledgements.
- A. Subject to the provisions of any applicable consumer protection laws, items won at auction may only be returned within the 7-day period after delivery to you and only if they have been materially incorrectly described in the item description. In these situations, the Company will refund to you the amount paid for the item and no other costs, fees, expenses or other amounts. There are no refunds in other circumstances, except as provided at law.
 - B. Subject to any rights you may have under any applicable laws, the Company does not make any promises that the items auctioned are fit for a particular purpose or that the Company will be able to replace or exchange any of the items which are found to be defective on delivery.

- C. You acknowledge that any bats auctioned as part of the Auction Service are not intended for use in connection with any game or playing of cricket and the Company makes no warrantee about any of the bats being in any way fit for use in any game or playing of cricket.
- D. The Company is not responsible for bids not received, processed or accepted due to technical difficulties, In particular, the Company is not responsible for any loss, liability or damage incurred by you as a result of a bid not received, processed or accepted due to technical difficulties.
- E. The Company provides the Auction Service without any warranty or condition with regard to the Website's capacity express or implied except those warranties which are implied by law. In relation to the items which are auctioned as part of the Auction Service, the Company provides those warranties implied by law.
- F. You acknowledge that the Internet may be an insecure and unstable marketplace. The Auction Service may not be available at all times or bids placed in auction may not be processed or may not be accepted for reasons beyond the Company's control. In these circumstances the Company accepts no responsibility.
- G. You may be sued by the Company for losses suffered by the Company and its suppliers if you manipulate the bidding in auction or take other illegal action. It is illegal to bid with an invalid or stolen credit card or with a false name, even if the Company's software initially accepts such a bid. Fraudulent bidders will be prosecuted to the full extent of the law.
- H. Subject to any applicable law, the Company expressly limits its liability for breach of a condition or warranty implied by virtue of any legislation to any one or more of the following, at the Company's absolute discretion:
 - i. the replacement of the goods or supply of equivalent goods; or
 - ii. a full refund, provided that this is consistent with the refund policy stated at section 4 above.

Section 6. Liability Disclaimers

The contents of the Website, such as text, graphics, images, audio, video, audio-visual material, recordings, data, coding, scripts, computer programs and other material ("Material" or "Materials") may contain inaccuracies or typographical errors. Except as may be separately specifically provided with respect to an item as detailed in Section 4, the Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Material or about the results to be obtained from using the website, the Auction Service and the Material. Any use of the website, the Auction Service and the Material is at your own risk. Some Material on the website is provided by third parties and the Company shall not be held responsible for any such Material provided by third parties.

The Company does not warrant that the Auction Service will operate error-free, continuously or without interruption, or that the Website or its server are free of computer viruses or other harmful content. If your use of the Website, the Auction Service or the Material results in the need for servicing or replacing equipment or data, the Company is not responsible for those costs.

The Website, the Auction Service and Material are provided on an "as is" basis without any warranties of any kind. The Company and its suppliers, to the fullest extent permitted by law, disclaim all warranties, including the warranty of merchantability, non-infringement of proprietary or third-party rights, and the warranty of fitness for particular purpose except as set out in section 4 in relation to the Auction Service and unless the Company and its suppliers are required to provided such warranties under applicable law. The Company and its suppliers make no warranties about the accuracy, reliability, completeness, or timeliness of the Material, services, software text, graphics, and links.

Section 7. Disclaimers of Certain Damages

If you are dissatisfied with any portion of the Auction Service or with any provision of the Agreement, your sole and exclusive remedy is to discontinue using the Website and/or the Auction Service. Under no circumstances shall the Company or any of its officers, directors, employees, contractors or agents (the "Company Personnel") be liable to any User or any third party on account of that User's use of the website or the Auction Service. In no event shall the Company, the Company Personnel and/or their suppliers be liable to you or any such third party for any direct, indirect, punitive, exemplary, incidental, special or consequential damages or any damages whatsoever, including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website and/or the Auction Service, the delay or inability to use the Website and/or the Auction Service, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Website and/or the Auction Service, or otherwise arising out of the use of the Website and/or the Auction Service, whether based on contract, tort, strict liability or otherwise, even if the Company, the Company Personnel or any of their suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

Section 8. Indemnity

You agree to defend, indemnify, and hold harmless the Company and the Company Personnel, from and against any losses, liabilities, damages, costs, and expenses, including, without limitation, reasonable legal, expert and accounting fees, incurred in connection with any claims, actions or demands alleging or resulting from your use of the Material (including Software), the Website and/or the Auction Service, your breach of this Agreement, or your violation of law or of the rights of any third party. The Company shall provide notice to you promptly of any such claim, suit, or proceeding and, if it is one asserted by a third party, shall provide reasonable assistance to you, at your expense, in defending any such claim, suit or proceeding.

Section 9. General

The Company makes no claim that the Materials are appropriate for any particular purpose or audience, or that they may be downloaded outside of Australia. Access to the Materials (including Software) may not be legal by certain persons or in certain countries. If you access the Website and/or the Auction Service from outside of the Australia, you are responsible for compliance with the laws of your jurisdiction.

The Auction Service is based in Victoria, Australia. All legal issues arising from or related to the use of the website and the Auction Service shall be construed in accordance with and determined by the laws of the State of Victoria applicable to contracts entered into and performed within the State of Victoria without respect to its conflict of laws principles. By using the Website and/or the Auction Service, you agree that the non exclusive forum for any claims or causes of action arising out of your use of the Website and/or the Auction Service shall be the State courts of Victoria.

If you violate any provision of the Agreement, your permission to use the Website and the Auction Service will automatically terminate and you must immediately destroy any copies you have made of the Material. The Company reserves the right, in its sole discretion, to expel Users and prevent their further access to the Website and/or the Auction Service for breaching this Agreement or any law.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The failure of the Company to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision, and no waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or the Auction Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. This Agreement constitutes the entire Agreement between you and the Company with respect to the use of the Website and the Auction Service. Except as set out in this Agreement, any changes to this Agreement must be made in writing, signed by an authorized representative of the Company.

For technical assistance relating to the Auction Service, please contact **Melbourne Stars via 32auctions.com** customer support at <https://www.32auctions.com/StarsRhinosBBL06>. Email enquiries will be responded to within 24 hours on weekdays. Emails sent on weekends or public holidays will be responded to on the next business day.