

Official Auction Rules for

Outdoor Tomorrows Foundation

The Outdoor Tomorrows Foundation (“OTF”) is dedicated to teaching outdoor education and promoting conservation of wildlife worldwide. OTF has received generous donations from likeminded outfitters, artisans, and private individuals in support of its mission. With your support of OTF, you are providing funds necessary to further the objectives of the OTF while receiving goods and services for your enjoyment.

PROCEDURES FOR THE LIVE AUCTION

When bidding on the live auction, raise your bidder paddle, hand, waive your napkin or if necessary stand up to gain the attention of the auctioneer and/or one of the designated volunteer spotters.

The auctioneer and his volunteer spotters are responsible for the live auction. Their rules must be followed explicitly. All decisions of the auctioneer are final. The auctioneer will decide any disputes regarding bids during the live auction. All high bidders are responsible for payment of the live auction item(s) in accordance with the Payment Terms as set forth herein.

REMOTE BIDDING FOR THE LIVE AUCTION

Bidders who are unable to attend the live auction are encouraged to bid remotely. Visit the On Line Hunting Auctions website at <http://www.onlinehuntingauctions.com> for instructions on how to register as a bidder and participate, or call OTF for more information.

ADDITIONAL INFORMATION FOR LIVE/ SILENT AUCTION AND FOR RAFFLES

In order to help you enjoy and create a successful bidding opportunity environment for your favorite items, OTF suggests the following;

1. Read each item description carefully in the live auction listing prior to the auction. The auctioneer will not read or review the full description of each item.
2. Ask questions in advance and contact the donor for additional information. OTF strongly encourages bidders to buy trips from donors who are members in good standing with local, regional, or national professional hunting, fishing or conservation associations.
3. Note that some auction items may have minimum or reserve bid requirements, which will be announced prior to bidding by the auctioneer.
4. Note, some donated trips may not include all expenses of the trip unless specifically noted. Examples may include but are not limited to:

- a. Travel expense to/ from the destination
- b. Trophy fees
- c. Observer fees
- d. Hotel and meals before and after the specified trip duration
- e. Alcoholic beverages
- f. Trophy dipping, packaging, or shipping
- g. Gratuities
- h. Applicable VAT or Sales Tax

Trips, unless noted otherwise in the silent and live auction descriptions, are for the 2017 calendar year and will expire January 1, 2018. Special arrangements other than those set forth in the silent and live auction listing are expressly between the donor and bidder.

Some non-trip donations may require item delivery and installation at your expense. All tangible donations not picked up by the winning bidder within 90 days of the auction will be considered abandoned and will become the property of the OTF, unless arrangements have been made and approved in writing with the OTF staff.

PAYMENT TERMS

Payment guidelines for live auctions will be as follows;

1. After the winning bidder has been confirmed, an auction “runner” will immediately deliver a Winner’s Acceptance Confirmation form to the bidder for processing. The form must be completed in its entirety and signed by the bidder.
2. Bidders are required to pre-register and indicate method of payment. Payment will be processed immediately, unless prior arrangements have been made. Acceptable forms of payment in pre-registration are credit card (MasterCard, Visa, or American Express and card must be pre-submitted at registration), or check (only if prior arrangements have been made)
3. Any variances from payment guidelines above-stated must be approved in writing by the OTF Chairman and Treasurer.

DISCLAIMER OF LIABILITY FOR LIVE/ SILENT AUCTIONS AND RAFFLE ITEMS

GOODS: All goods in the live auction, silent auction, or raffles have been acquired or obtained from third parties. The high bidder acknowledges that the goods have not been inspected by OTF and is advised in the case of firearms, knives, bullets, or other weapons to secure competent inspection and test of the goods before use.

ALL GOODS SOLD “AS IS” WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTY ON THE PART OF THE OTF. OTF MAKES NO WARRANTIES OF FITNESS OR MECHANABILITY AND EXPRESSLY DISCLAIMS THE SAME.

OTF does not accept any responsibility or liability for any product, design or use. Any written warranties within respect to the goods delivered to the purchaser are those solely of the manufacturer or their agents, and shall be the sole liability and responsibility of the manufacturer. All firearms obtained for this event will be transferred in accordance with federal, state, and local regulations.

SERVICES: All services (hunts or otherwise) in live auction, silent auction, and raffles have been acquired from or furnished by third parties and contain the same reservations set forth under “GOODS” above.

ALL SERVICES SOLD “AS IS” WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTY ON THE PART OF THE OTF. OTF MAKES NO WARRANTIES OF FITNESS OR MECHANABILITY AND EXPRESSLY DISCLAIMS THE SAME.

No services are to be or will be performed by OTF. OTF will 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 performance or non-performance of such services. The high bidder further acknowledges that in the event services are purchased, OTF cannot be responsible for or liable for any political unrest, epidemic or instability that may occur inside or outside the confines of the United States, nor can OTF be accountable for any injuries or damages that may arise there from. The high bidder further acknowledges his or her purchase is final and non-refundable under any and all circumstances, and that should legal action be required to collect for the services acquired by the high bidder at auction, OTF will be entitled to all reasonable attorneys’ fees, cost of court and interest as provided by law.

CHARITABLE DEDUCTION QUALIFICATIONS

For your information, under the United States Internal Revenue Code, OTF is a qualified 501 (c)(3) charitable organization. Charitable deductions for payments made to OTF for an auction item, if any, are considered to be only the amount paid in excess of an estimated good faith fair market value of the auction item. Please be advised that OTF does not offer tax advice and takes no responsibility for the tax treatment of your auction item payment. It is strongly recommended that you consult your tax advisor for advice.

AUCTION CREDIT POLICY DISCLAIMER

OTF’s auction credit refund policy will not apply to any live or silent auction item for which the Buyer alters or varies the terms set forth in the item description.