

## Conditions of Sale

- These Conditions of Sale are subject to change without prior notice.
- The Crawin' for the Cure (the "Auction") begins on June 1, 2021 12:00 am and ends on June 30, 2021 at 8:00 pm (CST). The aforementioned times are tentative and subject to reschedule notification.
- The Auction is open only to the general public.
- For the purpose of these Conditions of Sale, a "Buyer" shall be defined as an individual with a winning bid on an auction item. The "Seller" shall be defined as Fort Davis Cow Camp, LLC.
- To place a valid bid, a potential Buyer must visit [crawinfortheure.com](http://crawinfortheure.com) and register their name, email, and phone number in order to bid.
- Multiple Buyers are possible based on availability and matching bid amount. For clarity, a Buyer may win bids on multiple auction items. Furthermore, an auction item may have multiple winners, based on the description of the item.
- Buyer acknowledges that Seller shall not be liable for any special, incidental, or consequential damages or lost profits (however rising, including negligence) arising out of or in connection with the sale of items on this site. By participating in the Auction and as a condition of acceptance of an item, each entrant, his/her heirs, executors, administrators and assigns, releases, waives, discharges, and holds harmless the Seller, its parent companies, and their respective subsidiaries, affiliates, suppliers of auction items, advertising and promotion agencies involved in the administration, development, fulfillment and execution of this Auction (collectively, the "Released Parties") from, and against any and all loses, damages, rights, claims, actions, causes of action, personal injury, property damage or death (including without limitation any and all costs and liabilities of any kind including but not limited to lawyer's fees), and including, without limitation, any such arising from any act of negligence of the Released Parties, that the entrant now has, or may hereafter have against the Released Parties directly or indirectly resulting from participation in the Auction or the awarding, acceptance, use, or misuse of an auction item. Buyer assumes all liability for any injury or damage caused or claimed to be caused by participation in this Auction or use/misuse or redemption of an auction item. Seller agrees to forever waive any and all Claims against the Released Parties and acknowledge and agrees that the foregoing waiver and release shall be binding on your heirs, estate, successors and assigns.
- Seller reserves the right to extend or cancel this auction at any time.
- Buyer is responsible for paying all applicable taxes to the proper jurisdiction (if any).
- It shall be buyer's responsibility to ensure that any tax deduction claimed shall comply with all applicable laws, and each buyer should consult with his/her/its own tax advisor to determine the appropriate deductibility. Nothing herein or relating to this auction shall be deemed to constitute any tax advice from or on the part of the seller and/or auction holder, and nothing herein was intended or written to be used, and shall not be used, for that purpose.
- Once highest bidder is determined, the Buyer shall be notified either via email or telephone within 48 hours, whereby arrangements will be made to execute service and make payment.
- Except where prohibited by law, acceptance of an auction item constitutes permission to use Buyer's entry, name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without limitation and additional compensation, notification or permission.
- Payment types include check, money order or credit card made payable to Cystic Fibrosis Foundation, Texas Gulf /Coast Chapter. Information may be found at: <https://events.cff.org/crawin>
- If payment terms cannot be arranged within three business days of the auction's closing, Seller may reserve the right to disqualify the winning bidder.

- Buyer is responsible for paying all shipping costs as determined at the time of the sale.
- Buyer pays all applicable tariffs, duties and any additional costs associated with shipping inside or outside of North America (if any).
- Buyer is responsible for paying all applicable taxes to the proper jurisdiction (if any).
- Buyer may be required to sign additional documentation, including but not limited to waivers of liability.