Auction Rules, Terms and Conditions

Scope and Introduction.
1. The Bidder agrees to the terms and conditions set forth by the Rocky Mountain Elk Foundation (“RMEF”) and the Bidder agrees that these Auction Rules, Terms and Conditions shall govern each online auction sale.
2. Auction dates and times are set by RMEF and are subject to change without notice.
3. RMEF does not guarantee continuous, uninterrupted, or secure access to the auctions, and operation of the online auction site may be interfered by numerous factors outside of our control. Internet connection speed will determine how rapidly pages with photographs load to Bidder’s browser.
4. RMEF, at its sole discretion, reserves the right to refuse any person applying to participate in any auction, reserves the right to issue a warning, suspend or terminate Bidder registrations, auction account credentials or to provide use of the Rocky Mountain Elk Foundation Online Auction site.
5. Some of the products offered in any auction can expose Bidder to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm. Any applicable products in the auction will include a warning visible under the individual items descriptions. For more information go to www.P65Warnings.ca.gov.

Registration.
1. All registration information the Bidder provides to RMEF shall be current, complete, and accurate. Registration is limited to U.S. residents only.
2. Required.
   a. Bidders must be 18 years of age or older.
   b. Bidders are required to register including the following; first and last name, email, shipping address in addition to a credit or debit card.
   c. By submitting your information, you consent to have your personal information processed by the RMEF in the United States in accordance with our Privacy Policy.
3. RMEF reserves the right to take any adverse action, including without limitation, termination of an account, against those who are abusing bid retraction and cancellations.
4. Notices. Except explicitly stated otherwise, any notices shall be given by email to the email address bidder provides to RMEF during the registration process.
   a. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.
5. Bidder Information.
   a. Bidder information includes any information the bidder provides to RMEF during the registration or bidding, in any public message area or through any email feature. Bidder hereby represent and warrant that Bidder information:
      i. Is true and accurate;
      ii. Is not be false, inaccurate, frivolous, or misleading;
      iii. Is not be defamatory, trade libelous, unlawfully threatening , unlawfully harassing, or obscene;
      iv. Does not contain any computer viruses or computer programs, scripts, or instructions that are intended to damage or detrimentally interfere with the
operation or use of the Services, or to intercept or expropriate any proprietary computer system information or other confidential data or personal information relating to or arising out of the access or use of the Services;

v. Does not create any liability for RMEF or cause RMEF to lose (in whole or in part) the services of its internet service providers or other suppliers and business affiliates;

vi. Does not contain any links to or from other information or websites for which Bidder do not have the right to make or reproduce such links, and

6. **Credit Card Authorization.**
   a. RMEF (and/or our third-party payment processor) may verify credit card information in order to register. To verify your card, we will charge $0.00 to it.

**Online Bidding Process.**
1. Bids can be made at any time once an auction is open for bidding.
2. Each bid must meet or exceed the minimum bid increment.
3. By clicking on the bid button, the system will automatically increase the bid by the minimum bid increment.
4. If you wish to bid more than the minimum bid, you must enter a custom amount.
5. The current bid will be displayed on your screen during the bid process.
6. All prices do not include the cost of shipping or any applicable sales tax. Bidders who bid on a specific item will be able to view any additional fees during the bidding process.
7. **Your Bid is a Contract.**
   a. Each bid shall be final and binding once you click the “Bid” button.
   b. By placing a successful bid, you are entering a binding agreement with RMEF.
   c. You acknowledge that you are bidding in a live auction and you agree that each successful bid submitted as provided in these Terms and Conditions is irrevocable and cannot be amended, corrected or cancelled. You accept full liability for all bids successfully submitted.
8. Bids for an item do not apply to subsequent offerings of identical or similar items.
9. Winning bids are determined by the **Auction Close.** The **Auction Close** means the end of online bidding for the item, date and time indicated when entering each auction.
10. At the discretion of the auction administrator, an unsuccessful bid may be reinstated if an issue arises with a higher bid, including retraction of a winning bid, or inability of a Bidder to pay for a winning bid.
11. Successful Bidders will be notified by e-mail and winning bids will be posted on the auction site.
12. **Auction Changes.** RMEF reserves the right to add or remove items from the online auction only if there is evidence of fraud or bid tampering.
13. **Proxy Bids.** By placing a proxy bid for an auction, Bidders authorize RMEF to begin bidding against the current highest bid with respect to the applicable item(s) subject to such auction.
   a. The Bidder authorizes RMEF to continue bidding on the Bidder’s behalf at any price in excess of the opening bid and up to the amount of the proxy bid.
   b. Proxy Bids are allowed once an auction is open for bidding up until the **Auction Close.**
   c. Bidders acknowledge that RMEF owes no duty to the Bidder to obtain the lowest possible price on behalf of the Bidder.
   d. Proxy Bid Cancellations: Bidders providing proxy bids may cancel a bid on an item up until one hour before the item has been opened for bidding.
   e. Cancellations for proxy bids must be emailed during normal business hours to the auction administrator listed on the auction website.

**Fees.**
1. RMEF may charge a buyer’s premium (which is an additional fee that a winning Bidder is required to pay above the auction price) as well as other shipping, handling, and any other fees including taxes where applicable.

2. Successful Bidders are responsible for and agree to pay any taxes, buyer’s premium, and shipping charges applicable to the purchase of auctioned goods or services obtained through the RMEF Online Auction Site.

Payments and Shipping.
1. Payments on winning bids will automatically be charged at the conclusion of an auction.
2. An RMEF representative will be contacting winning Bidders for hunts and trips within two days of the auction close to provide hunt or trip documentation.
3. Once payment is completed and the shipping address is confirmed, the merchandise will be shipped to the buyer. The address must be a physical address unless the Bidder has notified the auction administrator and made arrangements for an alternate shipping address (P.O Box, etc.)
4. RMEF reserves the right to adjust shipping charges for oversized items, excessive weight, special handling, or shipping to remote areas.
5. Before shipment, buyers will be advised of the total shipping costs including any additional shipping charges that may apply to bidder order. The RMEF only ships within the lower 48 states, Alaska and Canada.

Firearm Payments and Regulations.
1. An RMEF representative will contact buyers of firearms within two days of the auction close to discuss Federal Firearms Licensee (“FFL”) location options for delivery.
2. All local, state and federal laws govern the purchase of all firearms offered in this auction. If a buyer is prohibited by law from obtaining a firearm, RMEF will retain possession of the firearm and may offer the firearm to the next high bidder or retain the firearm for future use.
3. Any fees associated with the transfer of firearms at the assigned FFL dealer are the buyer’s responsibility.

Privacy.
Click here to view the RMEF Privacy Policy.

Modification to terms and sites.
1. RMEF reserves the right, exercisable in our sole discretion, to change, modify, add to, subtract from, or otherwise amend the terms and conditions of this Agreement at any time. Except as otherwise stated, all changes, modifications, or other amendments shall be effective on a prospective basis once they are posted on our Site.
2. These Terms and Conditions may not otherwise be amended except in a writing signed by the bidder and RMEF.
3. Continued use of the Auctions by the bidder constitutes bidder binding acceptance of this Agreement, including any changes or modifications made by us as described above.
4. Bidder agrees to review the terms and conditions of this agreement periodically to become aware of such revisions and to review bidder compliance with them.
5. If at any time the terms and conditions of this agreement are no longer acceptable to Bidder, Bidder must immediately cease all use of the Services. The right to access and use the Services is personal to Bidder and is not transferable to any other person or entity.

Governing Law.
1. Any dispute arising under to relate to this agreement shall be governed by the law of the State of Montana.
2. The venue in which to resolve any dispute arising under or related to this agreement shall be Missoula County, Montana.

User Conduct.
1. **No Interference.** Bidder agrees that Bidder will not use any robot, spider, other automatic device, or manual process to monitor or copy RMEF web pages or the content contained herein without our prior expressed written permission.
2. Bidder agrees that Bidder will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Sites or the Services, or any transaction being conducted on or through the Sites or Services. Bidder agree that Bidder will not take any action that imposes an unreasonable or disproportionately large load on the server infrastructure of the Sites.
3. **Fraudulent Activity.**
   a. Bidder may not register to use any Services under a false name, or use an invalid or unauthorized credit card in connection with any Services.
   b. Bidder may not make offers to purchase any goods or services under a false name while using the Services.
   c. Bidder may not impersonate any other user of the Services, or make use of another user's password(s). Such fraudulent conduct is a violation of federal and state laws.
   d. Fraudulent conduct may be reported to law enforcement authorities, and RMEF will cooperate with such authorities to ensure that violators are prosecuted to the fullest extent of the law.

Right to Monitor and Edit Content.
1. Bidder agrees that RMEF has the right, but not the obligation, to monitor any form of user activity and/or Content linked to or from or otherwise associated with the Auctions. RMEF may investigate any reported violation of Auction Rules, Terms and Conditions or any user or other third party complaints relating thereto.
2. RMEF may, in its sole discretion, take any action that we deem appropriate in connection with any such investigation without notice (including without limitation issuing warnings, suspending or terminating Services, denying access to Sites and/or removing any materials posted on the Sites).
3. RMEF may also investigate, in its sole discretion, the use of any credit card by a user in connection with the Services, and take such action as we deem necessary or appropriate, including without limitation contacting the owner or user of such card or canceling purchase orders placed by such Bidder.
4. The Auctions can only be used for lawful purposes and in a lawful manner. Bidder agree to comply with all applicable laws, statutes and regulations regarding use of the Auctions and any transactions that may be conducted by means of the Auctions.

External Parties.
1. The auction site may contain links to websites on the Internet that are owned and operated by third parties (the "External Sites").
2. This Agreement does not apply to Bidder’s use of any External Sites and RMEF is not responsible for the availability or content of any External Sites.
3. RMEF does not endorse or take responsibility for the contents, advertising, products or other materials made available through any External Sites, and Bidder acknowledge that RMEF is not responsible for the availability of, or the content, advertising, products, or other materials located on or through, any External Sites.
4. The Bidder acknowledges and agrees that under no circumstances will RMEF be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to
have been caused to bidder in connection with bidder use of, or reliance on, any content, goods, or services available on any External Sites.

5. If a Bidder decides to access an External Site, the Bidder will do so at his/her own risk. The Bidder should contact the External Site administrator or webmaster if the Bidder has any concerns regarding such links or the content or services located on such External Sites.

Indemnity.
1. Bidder agrees to indemnify, defend, and hold RMEF and its affiliates, and their respective officers, directors, owners, agents, information providers, and licensors (collectively, the "Company Parties") harmless from and against any and all claims, liability, losses, costs, and expenses (including attorneys' fees) incurred by any Company Party in connection with any use or alleged use of the Service under bidder password by any person, whether or not authorized by Bidder.
2. RMEF reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Bidder, and in such case, bidder agree to cooperate with RMEF's defense of such claim.

Warranty.
1. Bidder agrees that RMEF is not providing any warranty to the goods and services offered for auction. All product malfunctions or deficiencies shall be addressed by the Bidder to the product manufacturer.
2. While RMEF will strive to use reasonable efforts to confirm the authenticity of the goods it receives and posts for auction via its websites, RMEF makes no claims, representations or warranties with regard to the authenticity of any goods sold on its websites. All items and trips are sold AS-IS. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
3. In addition, to the extent permitted by applicable law, RMEF is not liable, and the Bidder agrees not to hold RMEF responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from the items posted for auction on our websites.
4. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to the Bidder. If the Bidder purchased an item that is not as described in an RMEF auction posting, the Bidder’s sole remedy is to return the item in the condition received in exchange for a refund.
5. If a Bidder believes that an item posted for sale in an auction violates a trademark, copyright or other intellectual property right held by a Bidder, please notify the auction administrator listed on the auction site or the RMEF Contact Information below immediately regarding the posting in question and the basis for the claim. Upon receipt of this information, RMEF will investigate the claim.

Contact Information.
Should Bidder have any questions concerning this Agreement, or if bidder desire to contact RMEF for any reason, please call (800)-225-5355 or rmef@rmef.org.

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