

2019 SMITHSONIAN CRAFT SHOW ONLINE AUCTION
RULES AND CONDITIONS OF SALE

The items offered for sale (the “property”) in the 2019 Smithsonian Craft Show Online Auction are offered and sold by the Smithsonian Institution through its Smithsonian Women’s Committee (“SWC”) on the following terms and conditions.

1. **1. Entire Agreement.** These conditions of sale and any additional terms set forth on www.smithsonianauctions.org constitute the entire agreement between SWC and the bidders and buyers at the auction.
2. **No Representations and Warranties.** All property is identified in the auction catalogue and on the website, www.smithsonianauctions.org. Every effort has been made to describe the property correctly and accurately based on the donor’s description. However, SWC makes no other representations or warranties of any kind of nature, express or implied, regarding the correctness of the description, the authenticity, physical condition, quality, rarity, value or importance of the property or its fitness for any purpose.
3. **Valuation.** Values on the auction site, www.smithsonianauctions.org, have been provided by the donors of the property and are estimates only, based on current retail prices. These values shall not be deemed a representation or warranty regarding the actual value of the property. All property is sold “as is.”
4. **Time and Duration of Auction.** The auction begins at 12:00 p.m., Eastern Daylight Time (EDT), April 24, 2019. The auction ends on April 30, 2019, at 9:00 p.m., EDT, unless extended.
5. **Bid Process.** Bid numbers may be obtained online at www.smithsonianauctions.org. Information including bidder’s name, address, telephone number/s and email address/s will be recorded. Bids on items must be made online at www.smithsonianauctions.org. Bids below the suggested minimum bid will be rejected. Bids must use round dollar amounts and the increments stated on the web page. Bids must be raised online at www.smithsonianauctions.org. The highest bid recorded by stated time and date will be declared the winner. Bidders must be at least 18 years of age.
6. **Withdrawal.** SWC may withdraw any property from the auction at any time before the actual sale and with no liability for such withdrawal. If the minimum bid for an item is not met, the property may be withdrawn from the auction.
7. **Notification, Billing and Payment.** SWC will contact the successful bidders by telephone or e-mail. Upon the close of the auction, the high bidder becomes the buyer of the property and is responsible for the amount of the successful bid, shipping, handling and insurance, applicable taxes, processing fees and any other charges provided for in the Rules and Conditions, payable immediately. Payment must be received within one (1) week following notification. The total charge will include the full amount of the winning bid plus actual costs for shipping, handling and insurance, applicable taxes and processing fees. Payment must be made by online payment through the auction website or, if the bidder is picking up the item, by check. A four percent

(4%) processing fee will be added to any amounts paid online through the auction website. Payment by check will only be accepted when the buyer collects the property in person.

8. **Buyer Default.** If payment for any property is not received in full within one (1) week of notification or if SWC is unable to contact the winner within ten (10) days after the close of the auction, SWC has the right to cancel the sale and contact the next highest bidder. The property will be offered to this bidder at their high bid. If the bidder accepts, they will be declared the winner by SWC. SWC has the sole and final discretion to determine the winner in the case of buyer default.
9. **Collection of Property.** After the sale and upon receipt and clearing of payment in full, SWC will contact the buyer for shipping the property to the buyer. Contact austrpr@si.edu for information regarding shipping and handling. Local winning bidders may arrange to pick up their item/s by sending an email to the above email address. Items will only be shipped inside the United States.
10. **Conditions of Sale.** All sales are final. No refunds will be given for any reason. Winner bidders may not ask for refunds, exchanges, or alterations from the donors of the property.
11. **Availability of Auction.** While SWC appreciates your interest in the auction, it may not be available, under applicable laws, in some jurisdictions outside of North America, Canada and the United States' territories and possessions.
12. **Tax Information.** The amount of your successful bid that is deductible for federal income tax purposes is limited to the excess of your payment over the total amount of the value of the item purchased plus any service charges, taxes or fees paid. The estimated fair market value of each item offered is printed in this catalogue. You should retain a copy of this catalogue for your tax records. If you make a successful bid in excess of the fair market value of an item, the Smithsonian will send you a tax receipt for your contribution. You should retain this receipt for your tax records.
13. **Additional Information.** For more information, contact the Smithsonian Women's Committee at: austrpr@si.edu or by writing or telephoning:

Smithsonian Craft Show
MRC 037 PO Box 37012
Washington, DC 20013
Telephone: (888) 832-9554 (from 9:00 AM to 5:00 PM EST).