

CITY IN THE COMMUNITY FOUNDATION (CITC) CHARITY AUCTION TERMS AND CONDITIONS

Manchester City F.C. City in the Community Foundation (registered charity number 1139229 whose registered office is situated at Etihad Stadium, Etihad Campus, Manchester, M11 3FF) ("**CITC**") is running an auction in collaboration with Manchester City Football Club Limited (registered company number 40946 whose registered office is situated at Etihad Stadium, Etihad Campus, Manchester, M11 3FF) ("**Man City**") in which 30 photographs (the "**Auction Items**") will be individually auctioned (the "**Auction**").

By participating in Auction you fully agree and accept these Auction Terms and Conditions ("**Auction T&Cs**").

All proceeds raised will go to CITC and be used to benefit young people within the community across Manchester in line with CITC's charitable objects.

1. Eligibility

- 1.1. Participation in the Auction is open to individuals aged 18 and over ("**Bidders**").
- 1.2. Employees of CITC, Man City, their family members or anyone else connected in any way with the Auction shall not be permitted to enter the Auction.
- 1.3. All Bids must be made directly by the individual Bidder. Third parties are not permitted to make Bids on behalf of a Bidder. If a Bidder is found to be in breach of this clause, any Bid(s) relating to that Bidder will not be valid. If a Bidder believes that a Bid has fraudulently been placed using their details, they should immediately contact CITC and provide as much information as possible to enable CITC to investigate the matter.
- 1.4. CITC reserves the right to disqualify from the Auction, at its sole discretion, any Bidder who:
 - a) provides untruthful, inaccurate or misleading personal details and/or information;
 - b) fails to abide by these Auction T&Cs;
 - c) places a Bid on behalf of another individual;
 - d) allows an individual to place a Bid on their behalf;
 - e) places a fraudulent Bid;
 - f) is deemed in CITC's opinion to be acting or to have acted outside the spirit of the Auction; or
 - g) in the case of the Successful Bidders (as defined below), fails to pay for the Auction Items within the deadline set by CITC.
- 1.5. Any Bidder who fails to meet all of the eligibility requirements forfeits all rights in connection with the Auction (including any right to the Auction Items).

2. Auction Information

2.1. Online Bids

- 2.1.1. In order to participate in the Auction online, Bidders must place their bids by visiting <https://www.mancity.com/fans-and-community/community/manchester-community/get-involved/events/snapshot-3> and: (i) selecting the specific Auction Item that they wish to bid for; (ii) entering the amount the Bidder is offering to pay CITC for the specific Auction Item on the online form; and (iii) entering their full name, address, contact telephone number and email address and submitting the form (a "**Bid**").
- 2.1.2. Online Bids must be placed between 16:00pm on 21 February 2017 and 16.00pm on 3 March 2017. Any Bid made outside this timeframe will not be a valid and effective Bid and will automatically be discounted.

2.2. Paper Bids

2.2.1. CITC are offering selected individuals the opportunity to make Bids in person between 16:00pm and 21:00pm 21 February 2017 at the Etihad Stadium. In order to submit a paper bid, an individual must complete the paper Auction Form which is presented to them with their Bid amount and personal details (also a “**Bid**”).

2.3. Bids for each Auction Item must meet the individual reserve price for set by CITC for that Auction Item.

2.4. Bidders may enter Bids for multiple Auction Items by repeating this process but may only submit a maximum of one Bid only for each individual Auction Item. CITC reserve the right to void all Bids made a Bidder if they are in breach of this clause. Bidders cannot revoke or otherwise cancel a Bid once it has been submitted.

2.5. Subject to clause 2.3, the winner of each Auction Item will be the Bidder who placed the Bid which exceeds all other Bids for the particular Auction Item at the conclusion of the Auction (the “**Successful Bid Amount**”) and which is confirmed as such by CITC (or any other Bidder who is awarded the Auction Item by CITC due to the failure of a Bidder to comply with these Auction T&Cs) (a “**Successful Bidder**”). Following conclusion of the Auction, the Successful Bidder will be contacted by CITC by telephone to confirm the Successful Bid Amount and request payment in accordance with the Payment section below. If multiple Bidders submit identical Bids which constitute the highest bid amount for an Auction Item, CITC will select the Successful Bidder from the relevant Bidders at random.

2.6. **If you are the highest bidder for an Auction Item on closing of the Auction once CITC confirms you are the Successful Bidder you acknowledge that you will have entered into a legally binding contract to pay the Successful Bid Amount for the relevant Auction Item.**

2.7. Details of the Auction Items are available on the Auction website. Successful Bidders accept the Auction Items as described on the Auction website and the Auction Items are non-refundable.

2.8. Unless otherwise specifically agreed by CITC, the Auction Item may not be resold or used for commercial or promotional purposes.

2.9. Bids for the Auction Items exclude any delivery costs (if applicable).

3. Replica Prints

3.1. CITC are offering for sale unsigned replica prints of each of the Auction Items which can be purchased by: (i) Bidders through the Auction website; or (ii) individuals in accordance with clause 2.2 above (“**Replica Prints**”). Replica Prints cost £100 (excluding any delivery costs) and further details of the Replica Prints can be found on the Auction website.

4. Payment and Delivery

4.1. Auction Items and/or Replica Prints may be collected from the CITC or Man City offices or delivery may be arranged once CITC receive full payment. Payment can be made by: (i) bank transfer (details of which can be provided by CITC); (ii) cheque (details of which can be by CITC); or (iii) cash in pound sterling by attending CITC’s offices at the Etihad Stadium in Manchester.

4.2. Successful Bidders in the Auction must make full payment of their Successful Bid Amount to CITC within 5 days of notification that it is the Successful Bidder. Payment for Replica Prints is required immediately after purchase.

4.3. CITC shall not be responsible for delivery costs or costs associated with delivery (including any import taxes) with such costs to be paid by the Successful Bidder or purchaser. If CITC or Man City incur any delivery costs or costs associated with delivery the Successful Bidder or purchaser agrees to indemnify CITC or Man City (as relevant) for these costs.

5. **Data Protection and Publicity**

- 5.1. By participating in the Auction, you acknowledge that you will be required to provide personal data to CITC and Man City (the “**Personal Data**”).
- 5.2. You must select whether you would like to receive direct marketing materials from CITC and Man City when you enter the Auction or purchase a Replica Print (failure to provide this information shall be considered a refusal to give such consent).
- 5.3. All Personal Data will be held and processed by the CITC and/or Man City in accordance with Man City’s privacy policy (which can be found at <https://www.mancity.com/common/privacy>) and any consent to receive direct marketing materials.
- 5.4. You agree that Personal Data may be held and used by CITC and/or Man City to administer the Auction.
- 5.5. Bidders agree that CITC and/or Man City may publish their name, image and place of residence on the CITC and/or Man City website and social media channels in the event that they are a Successful Bidder and Successful Bidders further agree to participate in any reasonable publicity required by the CITC and/or Man City (including without limitation having publicity photographs and/or video images taken for future promotional, marketing and publicity purposes without notice and without any fee being paid).
- 5.6. You confirm that all Personal Data submitted to CITC and Man City is truthful, accurate and in no way misleading and it shall inform CITC or Man City immediately if this information becomes inaccurate

6. **General**

- 6.1. CITC will not, in any circumstances, be responsible or liable to compensate you for any damage, loss or injury (direct or indirect) suffered by you as a result of: (i) entering the Auction; (ii) accepting an Auction Item and/or Replica Print; or (iii) any problems or technical malfunction of any telephone network or lines, computer, online systems, servers or providers, computer equipment, software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any web site, or any combination thereof (including any damage to computers or mobile telephones related to or resulting from participation in the Auction or sale).
- 6.2. Nothing in these Auction T&Cs shall limit or exclude liability for death or personal injury as a result of CITC’s negligence, fraud or fraudulent misrepresentation.
- 6.3. CITC cannot promise that the services relating to the Auction will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. CITC reserves the right (at its sole discretion and without prior notice) to: amend any error(s) with the Auction and/or to hold void, modify, suspend, or cancel the Auction (including any Auction Items and/or withdraw Replica Prints from sale) (for the avoidance of doubt this may be in response to CITC believing that the Auction is not capable of being conducted as specified in these Auction T&Cs in the event of system failure, maintenance or repair, network issue, a virus, computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of CITC that could corrupt or affect the administration, security, impartiality or normal course of the Auction). CITC will have no liability (including any obligation to deliver the Auction Items and/or Replica Prints) to any Bidders as a result of any such error, postponement, cancellation or withdrawal of the Auction or Replica Prints from sale.
- 6.4. You must comply with all directions given by CITC including but not limited to any and all relevant laws, rules and regulations. You agree to reimburse CITC in respect of any damages suffered by CITC, or any losses by CITC resulting from any claim made by a third party, in each case in respect of any matter arising from your use of the services relating to the Auction in breach of the Auction T&Cs or from your violating of any applicable law or regulation.

- 6.5. The invalidity or unenforceability of any provision of these Auction T&Cs shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Auction T&Cs shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- 6.6. CITC's decision on all aspects of the Auction and these Auction T&Cs shall be final and no correspondence shall be entered into.
- 6.7. The Auction and these Auction T&Cs shall be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.