



2024 HARVEST STOMP AUCTION TERMS & CONDITIONS

1. By bidding in Napa Valley Grapegrowers (NVG) and Napa Valley Farmworker Foundation's (FWF) Harvest STOMP® Auction, each bidder agrees to these auction terms and conditions ("Terms and Conditions"). You warrant that you are at least 21 years of age and possess the legal capacity to participate in NVG and FWF auctions.
2. When you place a bid on an Auction item, you enter into a legally binding contract to purchase the item if you are the winning bidder. You are the winning bidder ("Purchaser") if your bid is the highest bid and your bid is accepted. When you purchase a fixed-price item, you enter into a legally binding contract to purchase the item.
3. All sales are final. There will be no exchanges or refunds unless otherwise noted. All items are "as is." NVG/FWF have attempted to describe and catalog items correctly, but neither warrants nor represents and, in no event, shall be responsible for the correctness of descriptions, genuineness, authorship, provenance or condition of the items. No statement made in this catalog, or made orally at the auction or elsewhere, shall be deemed such a warranty, representation, or assumption of liability.
4. The auction item value listed is an estimate of fair market value and not warranted by NVG/FWF. Items have not been appraised unless so noted. The amount of any contribution that is tax deductible is limited to the excess of any money over the value of goods or services provided. Please consult your personal tax advisor about current tax regulations. **The Napa Valley Grapegrowers Foundation and Napa Valley Farmworker Foundation are 501(c)(3) public charities.**
5. Gratuities and tax may not be included. All dates shall be mutually agreeable to both the donor and Purchaser. **Travel and shipping are not included in the auction lots unless otherwise noted in the description.**
6. Payment: At the conclusion of this auction, the credit card associated with your account will be automatically charged for the full price of your purchases. NVG/FWF accept all major credit cards. If you would like to pay by cash, cashier's check, wire transfer, or personal check, you must notify us before 5:00 pm PT the day the auction ends on August 24, 2024. California requires that we charge any applicable taxes and fees on items auctioned at this event. Sales tax on all applicable items are included in the purchase price of Harvest STOMP Auction lots.
7. In the event a Purchaser fails to make payment when due, in addition to other remedies available to NVG/FWF by law, including without limitation, the right to hold the Purchaser liable for the total Purchase Price. To the extent that the winning Bidder for any lot consists of more than one person or entity, each such person or entity is jointly and severally liable for all obligations of the Bidder, regardless of the title or capacity of such person or entity. NVG/FWF also reserve the right, in their sole discretion, to rescind the sale and offer purchased auction lots to another bidder or to otherwise resell the lot(s) in a commercially reasonable manner, which may include a public or private sale.
8. SHIPPING: For winning bidders living within Napa County, we ask that you pick up your auction lots directly within 14 days after auction close on August 24 at 9pm PT at the NVG/FWF office, located at 831 Latour Court, Suite A in Napa, California. For winning bidders living outside Napa County, shipping and insurance may be arranged at an additional cost. NVG/FWF Staff will reach out post-event to coordinate pick up or delivery of your bottle(s) and any other items associated with purchase. Any Purchaser who does not indicate a delivery preference within 14 days of the auction's close will default to **overnight shipment with full insurance billed to the purchaser's credit card**



on file. Insurance costs vary depending on the value of the lot and will be added to the final total. Full insurance is required on all wines shipped by NVG for Harvest STOMP winning bidders. Shipping will take place between October 1 and November 30, weather permitting. NVG/FWF are not responsible for any items damaged during the shipping process. It is Purchaser's sole responsibility to transport spirits safely and lawfully as well as to pay all necessary sales or use taxes in any chosen, final jurisdiction, if, when, or where applicable. It is Purchaser's sole responsibility to fully insure the transport of all purchased spirits. International Purchasers are solely responsible for arranging lawful export of purchased spirits and are solely responsible for all customs, duties, taxes, tariffs, or other charges that may arise therefrom.

9. NVG/FWF reserve the right to add, change or withdraw items, without notice, to or from the auction.
10. Each person bidding assumes all risks and hazards related to the auction and items obtained through the eAuction. Bidders shall have no recourse against the Seller for any reason whatsoever. Bidders agree to indemnify, defend and hold harmless NVG/FWF and their elected and appointed officials, officers, directors, employees, parents, partners, successors, agents, members, distribution partners, subsidiaries and their related companies, as well as the online auction company and its agents and employees, the event organizers, sponsors, and/or volunteers connected with the auction, from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including interest, penalties, and attorney fees and amounts paid in investigation, defending or settling any of the foregoing) arising out of or related to: (i) your purchase, delivery, use or resale of the Wines; (ii) your participation in the Auction; (iii) any actual or alleged violation or breach by you of these Terms & Conditions or of any representation, warranty or covenant that you have made to Seller; (iv) your violation of the law; (v) your negligent or willful misconduct; or (vi) your violation of the rights of any third party. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.
11. All wines sold herein are offered and sold subject to the provisions of the California Alcoholic Beverage Control Act and Federal Alcohol Administration Act, and the rules and regulations applicable thereto. Any offer or sale shall be governed by and interpreted under the laws of the State of California regardless of the location of the Bidder.
12. These Terms and Conditions and the information on the NVG/FWF websites constitute the entire agreement between the parties hereto on the subject matter hereof and supersede all other agreements, understandings, warranties, and representations concerning the subject matter hereof. If any section of these Terms and Conditions or any term or provision of any section is held to be invalid, void, or unenforceable by any court of competent jurisdiction, the remaining sections or terms and provisions of a section shall continue in full force and effect without being impaired or invalidated in any way.
13. All oral and written statements made by NVG/FWF, and their employees are statements of opinion only, and are not warranties or representations of any kind, unless stated as a specific written warranty, and no employee or agent of NVG/FWF have authority to vary or alter these Terms and Conditions. Any alteration shall be effective only if in writing and signed by an officer of NVG/FWF authorized to do so.