



## 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 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 and 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 has attempted to describe and catalog items correctly. Still, neither warrants nor represents and, in no event, shall be responsible for the correctness of the items' descriptions, genuineness, authorship, provenance, or condition. 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 is not warranted by NVG/FWF. Items have not been appraised unless so noted. Any tax-deductible contribution is limited to the excess of any money over the value of goods or services provided. Please consult your 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 the Purchaser. **The auction lots do not include Travel and shipping unless otherwise noted in the description.**
6. Payment: After this auction, the credit card associated with your account will be automatically charged for the full price of your purchases. NVG/FWF accepts 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 us to charge applicable taxes and fees on items auctioned at this event. Sales tax on all applicable items is included in the purchase price of Harvest STOMP Auction lots.
7. If 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 the auction closes on August 24 at 9 pm 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 the purchase. Any purchaser who does not indicate a delivery preference within 14 days of the auction 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 is not responsible for any items damaged during shipping. The Purchaser is responsible for transporting spirits safely and lawfully and paying all necessary sales or use taxes in any chosen, final jurisdiction, if, when, or where applicable. It is the Purchaser's sole responsibility to insure the transport of all purchased spirits fully. International Purchasers are solely responsible for arranging the lawful export of purchased spirits and for all customs, duties, taxes, tariffs, or other charges that may arise therefrom.
9. NVG/FWF reserves 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 to defend any claim subject to your obligations.
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, as well as the



applicable rules and regulations. 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. Suppose 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. In that case, 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. No employee or agent of NVG/FWF has the 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.