

LOVE OF THE GAME AUCTIONS

Auction Terms and Conditions

ABOUT OUR AUCTION

1. This auction is conducted by Crisafulli Ventures, LLC, doing business as **Love of the Game Auctions**. The auction is conducted under the following rules and applicable laws. Consignors and bidders in this auction agree to be bound by these rules. By bidding or consigning, you are expressly agreeing to these terms. If you have any questions, contact us at info@loveofthegameauctions.com.

2. A buyer's premium equal to 20% of the high bid will be added to all lots. A \$100 winning bidder will thus be charged \$120. **Any bidder who elects to pay by PayPal will also be subject to a 3% convenience fee on the entire lot.** This fee applies only to payments made by PayPal (including credit card payments made through PayPal).

3. This auction closes using the "Double Overtime" method, with a 15-minute rule for the entire auction. In order to bid on an item during the extended bidding session beginning on the date of the auction close, you must place at least one bid on that item prior to 9:00 PM Eastern on the auction closing date. If you do not bid on it by 9PM Eastern on the closing date, you cannot bid on it afterward. To ensure that everyone gets a chance to bid, we will apply the 15-minute rule to the entire auction beginning at 9PM, with the clock resetting every 15 minutes. Bidding continues until no bids have been placed in the entire auction for a full 15-minute interval. As long as there is at least one lot that receives a bid during a 15-minute interval, the entire auction will extend for 15 minutes. Once a 15-minute interval passes without a bid **on any item in the auction**, the auction will close.

At 1:00 AM Eastern, any item that has not received a bid for one hour or more will close without notice. The remaining items will enter "Double Overtime," with the 15-minute rule applied to the remaining lots.

NOTE: There are no exceptions to this. If an item is closed, it is closed and we cannot accept additional bids. This auction may close without notice at any time

once the Extended Bidding period begins. We do not guarantee that bidders will receive a "Fair Warning" notice before the auction closes.

4. Winning bids will be subject to additional charges for packing, shipping and insurance. **We do not make profit on shipping.** As a convenience, we now offer a standardized schedule for packing and shipping, based on the total invoice amount. This standardized schedule is \$12 per invoice valued at less than \$750; \$20 per invoice valued between \$750 and \$5,000; \$30 per invoice valued between \$5,000 and \$10,000; \$40 per invoice valued between \$10,000 and \$50,000; and \$75 per invoice valued greater than \$50,000. Bidders who win three or fewer graded cards valued at less than \$400 in total may request USPS First Class shipping in a padded mailing envelope for \$5, provided that they assume all risk of loss or damage.

There are exceptions to the standardized shipping schedule in instances of shipments outside the continental US, or in the instance of large, heavy or fragile items that require special packing or shipping carrier (for example, stadium seats, oversized and framed items, large lots or graded sets), or oversized items such as bats or pennants. Such lots will be identified in their descriptions.

ALSO NOTE THIS EXPLANATION OF HOW OUR SHIPPING WORKS:

We primarily use the USPS and FedEx for shipping, and generally adhere to the following rules:

- *If your package is valued at \$400 or less, we ship via USPS Priority Mail.*
- *If your package is valued above \$400, we ship via USPS Priority Mail with a signature confirmation requirement, USPS Express Mail, or Federal Express, at our discretion.*
- *Oversized packages are shipped FedEx Ground.*

We generally do not use UPS, as we no longer trust their ability to safely move packages from Point A to Point B without damage or loss, and our experience has been that they do not guarantee their service.

Please note, however, that the method of shipping is AT OUR DISCRETION, and we can choose whichever method we feel best fits the item we are shipping.

WE DO NOT CHARGE YOU FOR INSURANCE. We have a blanket policy that we have to buy, regardless of whether or not you win anything, and shipping is included in that policy, so we do not think it's fair to make you pay for insurance.

We pride ourselves on packaging all items very carefully and diligently, but cannot honor special packaging and shipping requests. Please bear this in mind when bidding. **WE DO NOT SHIP IN PADDED ENVELOPES, EXCEPT UNDER THE CIRCUMSTANCE INDICATED ABOVE.** We generally ship in corrugated boxes, typically wrapped in heavy-duty bubble wrap with other ultra-protective packaging inside. As a result, we cannot reduce your shipping cost. It's expensive to ship!

5. New York residents are subject to sales tax on purchases unless we have a valid **resale certificate** on file. We reserve the right to modify our sales tax policies, even mid-auction, as the laws and our responsibilities are currently changing.

6. We accept Paypal, Check or Money Order. **We no longer accept direct credit card payment, though you can pay by credit card through PayPal.** By special arrangement we can accept payment by wire transfer.

REGISTRATION AND CONSIGNMENT

7. In order to bid, you must be a registered bidder. In order to register, visit www.loveofthegameauctions.com and complete the bidder registration. Bidders are required to provide at least one hobby reference in order to register, and registrations are approved manually by management. **Thanks to some non-paying bidders, we no longer accept registrations the day of the auction, because we cannot check references when other businesses are closed. Also please note that if "eBay" is your hobby reference, you must provide your eBay ID.** By "hobby reference," we are referring to an individual business entity (for instance, card dealer, auction house, etc) with whom you have done business as a buyer. All registrants must be 18 years of age. Love of the Game reserves the right to refuse any bidder registration or any consignment, for any reason. Registering to bid means you agree to these terms and conditions.

8. Bids can be placed online at www.loveofthegameauctions.com by registered bidders, or by phone at (845) 750-6366. Phone bids will be made by proxy, by Love

Of The Game Auctions staff acting on your behalf as quickly as possible. We promise that we will execute these bids as quickly as possible but cannot take responsibility for internet bids that are placed by other users prior to executing a telephone bid. We also cannot take responsibility for busy phone signals or slow internet connections.

9. We reserve the right to withdraw any item from the auction at any time during the auction, for any reason. This includes after the close of the auction, in the event that there are issues or questions with title, authenticity, clerical error, untimely bid, untimely payment, or other issues related to human or mechanical error.

10. Love of the Game Auctions wishes to conduct a reputable auction with reputable collectors and consignors. As such, Love of the Game Auctions reserves the right to refuse to accept bids or approve bidders for any reason. Similarly, Love of the Game Auctions reserves the right to refuse or withdraw consignments for any reason.

PARTICIPATION IN THE AUCTION

11. A bid is a financial commitment, and bidders are responsible for the accuracy of their bids. Once you place a bid, it cannot be retracted. If you've got questions about how to bid, please contact us **PRIOR TO PLACING YOUR BID**. Bidder error does not constitute a reason to retract bids, nor does a lack of understanding of the auction rules. You are required to read and agree to these rules prior to placing a bid. If you have a question, please ask before bidding. **YOUR BIDS MAY NOT BE RETRACTED UNDER ANY CIRCUMSTANCES**. Your bid is binding and cannot be retracted. This includes max bids.

12. Bid increments are as follows:

Last Bid	Bid Increment
\$0-49	\$5
\$50-199	\$10
\$200-499	\$25
\$500-\$999	\$50
\$1000-2499	\$100
\$2500-4999	\$250
\$5000-9999	\$500

\$10,000-34,999	\$1,000
\$35,000+	5%

13. "Max" or "Ceiling" bids can be placed on any lot. They must conform to the proper bidding increment based on a lot's high bid at the time such a bid is placed. In the event of a tie between bids, the earlier bid received will be recognized as the winning bid. This is especially important with respect to "Max" bids and "straight" bids, because if a bidder places a "straight" bid equal to a "max" bid left by someone earlier, the "max" bid will be considered the winner.

14. We cannot see max bids. We do not have access to max bids in any way. If you choose to leave a max bid, we will not know the amount of that bid. **We do not have a fancy brand name for this; we just call it "integrity."** It should go without saying.

15. Consignors may not bid on their own materials. Love of the Game Auctions reserves the right to cancel any bid should we believe that bid was made by a consignor, or representative of a consignor, bidding on his/her own materials. We reserve the right to decline consignments for the same reason, at any point before, during, or even after the auction, if we believe a consignor or his proxy is placing bids on his lots. Love of the Game Auctions is the sole arbiter of this decision, and by participating in the auction, both bidders and consignors agree to this.

16. Our auction system generates electronic bid confirmations and outbid notices electronically and automatically. Love of the Game Auctions cannot guarantee that you'll receive the emails or text messages, however. We recommend checking the status of your bids online periodically.

17. We do not have hidden reserves. Occasionally, on certain high-value items, we will institute a reserve to protect our consignor. Approximately one week prior to the auction closing, we disclose the specific dollar amount of any reserves that have not been met. When we disclose the reserve, the current bid will be set to one increment below the reserve amount, and the next bid will meet the reserve. **PLEASE NOTE: The reserve should be treated as a "bidder." If you choose to leave a max bid that is greater than the reserve, your bid will**

automatically meet the reserve, and you will become the high bidder at the reserve price.

There is never a hidden reserve. It is our policy to disclose whether an item has a reserve, right in the description of that item. **If a reserve is not noted, and the item receives a bid, it will sell.** If the bidding meets the reserve, the item will sell. We do not permit consignors to add reserves after the auction is underway, and we will not accept a consignment with a reserve unless it is specifically agreed upon prior to the auction.

18. Love of the Game Auctions, its owner or employees are not permitted to bid on any lot in the auction, under any circumstances. Bidders are not bidding against any "house account." There is no "house account."

19. Unsold or unpaid lots may be privately sold or re-auctioned at the discretion of the consignor. Should Love of the Game elect to pay the consignor for an unpaid lot, we take ownership of that item and can re-sell it at our discretion.

20. If, for any reason, our auction is interrupted during bidding, Love of the Game Auctions may elect to extend bidding beyond the stated closing date or time. In the case of a serious outage that we feel impacts bidding, Love of the Game Auctions may elect to take more extreme measures to ensure that bidding is fair and all bidders have had sufficient opportunities to place their bids. Such measures may include stopping all bidding and re-starting from the point of stoppage on a subsequent day, and pushing the scheduled auction closing to a later date. This decision is entirely at the discretion of Love of the Game, and by bidding in our auction, you agree to this. If any bidder experiences a problem bidding, they should contact us at info@loveofthegameauctions.com.

PAYMENT AND DELIVERY

22. Payment must be received on all winning bids within **14 calendar days** of notification of items won. This is not negotiable, as it is important to us to pay our consignors as quickly as possible. Notifications and invoices are sent by email, except in the event that a phone bidder has no email address. These methods shall constitute "notification" of winning. **It is your responsibility to check your account**

to see if you are a winning bidder. Any bidder not paid in full within 14 days of notification may have future bidding and consigning privileges revoked, and will be subject to legal action.

Additionally, we will publish the full name and location of all reneging bidders in our printed catalog, on our website and on our social media as a reneging bidder, and we will forward your name to other auction houses for informational purposes. Your bidding in our auction constitutes agreement to all these rules and policies, especially this one. Payments by check or money order should be made to Love of the Game Auctions, PO Box 3931, Kingston, NY, 12402.

We make every effort to ship as quickly as possible. We ship under a "First In, First Out" policy, meaning we ship packages in the order that payment was received, unless there are extenuating circumstances. If you make your payment by PayPal or credit card, your payment is processed immediately and forwarded to shipping. **This does not mean your item will be shipped right away.** It means it is "ready to ship," and is in queue with all the other packages that have been paid for.

We hold all checks for 7 days. Sadly, this is a policy that we needed to institute, thanks to Mr. Jason Williams of Pioche, NV. **Please note that the above does not say "we hold all checks until they clear," it says "we hold all checks for 7 days."** Our bank has advised us that the best way to avoid being burned like we were with Mr. Williams is to hold each check for 7 days. This means that on the 8th day, we make sure checks have cleared, and then we forward the invoice to shipping. This does not mean your item will be shipped right away. It means it is "ready to ship," and is in queue with all the other packages that have been paid for. We realize this is a one-week delay, which is why we offer a 3% discount on the Buyer's Premium for those who pay by check. While it does require some patience, we can assure you that we are still quicker than most auction houses.

23. Insurance is provided by Collectibles Insurance Services. The buyer assumes the risk of loss on all items purchased once we ship said items. Shipping carriers are chosen at our discretion. In no event and under no circumstance will the liability of Love of the Game exceed the purchase price paid for any lot.

24. We will not commit customs fraud on packages shipped outside the United States.

25. All items are purchased "AS IS" and may not be returned for any reason. No returns are permitted.

26. ALL SALES ARE FINAL. Bid retractions are not permitted for any reason. Once a bid is placed, it may not be retracted. All items are offered "as is."

27. We accept Paypal, checks, certified checks, cash or money orders. We do not accept any other form of payment. We can, by special arrangement, accept payment by wire transfer. We ship as soon as possible after payment in full is received. Ownership of any lot does not pass to the winning bidder until the lot is paid for in full, nor do we ship items to winning bidders without first receiving payment.

28. If a winning bidder has not honored his/her winning bid per these terms and conditions, then Love of the Game Auctions is entitled to sell the winning lot, re-auction the lot, or hold the non-paying bidder responsible for the entire amount, at our discretion, with the bidder responsible for the difference between the price received at resale and the non-paying bidder's original bid. Love of the Game Auctions is also entitled to publicly disclose the names and locations of all reneging bidders, as well as any aliases or online handles. Bidding in our auction constitutes your agreement to our auction rules. As a bidder, you agree that a non-paying bidder is responsible for any and all losses incurred, plus all fees and/or commissions related to the subsequent sale of the item(s). Reneging or non-paying bidders are also responsible for interest charges at the rate of 2% per month for all outstanding balances until paid in full, as well as all legal fees and court costs incurred by Love of the Game Auctions in our efforts to collect their unpaid debt. In other words, if a winning bidder does not pay in full, he/she agrees to be held responsible for the value of the lot, any losses incurred as a result of having to re-sell the lot, plus interest charges of 2% per month on all unpaid balances, plus legal and court fees.

AUTHENTICITY, GRADES, DESCRIPTIONS, and CAVEAT EMPTOR

29. Love of the Game Auctions makes every attempt to describe each item in our sale as accurately as possible. We do not "sweeten" or otherwise enhance any scans or images, save for general unsharp mask or image re-sizing, general color

correction of photographs, and cropping out unsightly background distractions with the magical Photoshop program. Occasionally, an item in our auction may appear differently in the catalog photograph than in person, due solely to lighting or white balance. We do not enhance scans or photographs, but we do shine light on items we are photographing, in an effort to ensure it is as visible as possible. Despite all this, subtle variations in print color, computer monitors, background lighting, and even scanner settings could result in a catalog or website image not being 100% color accurate, and we make no such guarantees. We cannot accept returns due to discrepancies over color, brightness, contrast, flaws, etc. Any bidder who is unsure of an item's true appearance is more than welcome to contact us with questions or to schedule an in-person preview or receive additional photographs. Similarly, we cannot accept returns on graded items because of a condition issue or flaw that is not addressed in the written description of an item. This includes marks, discolorations, stains, or any other defect that might not have been described in our written description or is not easily visible in the scan or photo.

30. Card grading and authenticity: We utilize the card grading service of PSA and SGC, and are authorized dealers of each. Additionally, we occasionally offer cards graded by CSG or Beckett. As stated above, we make every effort to properly represent and describe items in our auction. However, we cannot be held responsible for the opinion of a third-party grader or authenticator. As most collectors understand, opinions on grade or authenticity, while typically rendered by skilled workers with vast experience, are exactly that: opinions. **We cannot guarantee that every card graded by a third-party grading service, or every item authenticated by a professional authenticator, would receive the same grade upon resubmission to a different (or even the same) grading service, nor would we guarantee that the item would receive a grade or be authenticated at all.** All we can tell you is the number on the holder and the company that graded it.

This is important: if a graded card that we sell is subsequently discovered to be overgraded or altered, we cannot be held responsible. We do our best to ensure that the items we sell are as described, but we cannot be held responsible for the opinion of an unrelated party, including the accuracy of a grade and whether flaws or alterations were "missed." We do not warrant or guarantee any item authenticated or graded by a third party. Graded and/or authenticated items are sold "as is."

THIS IS IMPORTANT: Love of the Game shall not in any way be liable for any defect (either patent or latent) or controversy pertaining to or arising from any encapsulated collectible. In any such instance, the buyer's remedy, if any, shall be solely against the authentication or grading company certifying the collectible. All graded cards are sold "as is" with no exceptions. Your participation in the auction constitutes your acknowledgement, agreement and acceptance of this rule.

Furthermore, we do our best to accurately describe the condition of ungraded items in our auction. We do not guarantee that a bidder, consignor, grading or authenticating company will agree with our descriptions. Our descriptions, like those of the grading and authentication companies, are based on our *opinions*.

We try to be as detailed and thorough as possible, but occasionally make errors in descriptions or images. Any error we discover or that is brought to our attention will be rectified as quickly as possible, provided that such an error is an actual *error*, and not an issue of *opinion* or *speculation*.

31) **Autograph authentication:** We utilize the autograph authentication services of James Spence Authentication and PSA/DNA, exclusively. We do recognize the LOAs of Beckett, GAI, Major League Baseball and its individual players and SGC Authentic, and occasionally sell items authenticated by those companies. Similar to card grading, the opinion of an autograph authenticator is an opinion, and we cannot be held responsible for differences of opinion between authentication companies. Authenticated, signed items are sold "as is." We do not warrant or guarantee authenticity of any item authenticated by a third party authenticator, nor do we guarantee that an item authenticated by one company will be authenticated by another - or even by that same company, upon resubmission.

With respect to any large lots of authenticated autographed items, we offer these lots with the understanding that a few of the items in such a lot may not be authentic. When rendering an opinion on such a lot, authenticators may spend more time verifying the authenticity of the "key" items, and thus an inauthentic signature may occasionally slip by. All bidders who choose to bid on such lots do so with this understanding.

32) **Photo authentication:** We have deep respect for the various photo authenticators in our field. However, we only recognize the opinion of one firm in the hobby: PSA/DNA. While we reserve the right to change this opinion in the future, it is our current policy. In the event that we offer a photo that does not carry a Letter of Authenticity from PSA/DNA, you can trust that that photo has been thoroughly scrutinized and is guaranteed to pass as advertised with PSA/DNA if noted. This guarantee is good for 90 days after the close of the auction in which the item was purchased, and must be accompanied by a rejection letter from PSA/DNA. It should be noted that unless expressly stated in our description, we provide no guarantees on framed or mounted photos.

33) **Game-Worn/Used Items:** For game-used items, we recognize the LOA of PSA/DNA, MEARS, Dave Grob, or the individual sports or athletes.

34) **General Statement on Authentication and Grading:** Graded and authenticated items are sold "as is." We cannot, and will not, be responsible for an item that results in a difference of opinion on authenticity or grade between two competing companies. We will not issue refunds on items that have been authenticated by one company but rejected or graded lower by another after purchase. When we sell an item, we are selling it along with the opinion rendered by the firm that examined it, and nothing more.

35) **Framed items:** We frequently sell framed items. We assess the condition and eye appeal of framed items based on how they appear in the frame. Unless noted otherwise, framed items are not examined outside the frame, and it is possible that – good or bad – there are issues underneath the frame that are not taken into account when assessing grade. Framed items are sold "as is." This also applies to dry-mounted or shrinkwrapped items.

Further, while we do our best to package everything safely and securely to prevent damage, **we are not responsible for frame or glass breakage that happens during shipping.** The winning bidder assumes all risk associated with frame or glass breakage in transit. In the instance that a framed item should be damaged in shipping due to glass breakage, the buyer's remedy, if any, shall be solely against the shipping company transporting the item. Should we sell an item that resides in

a frame, we are selling the item inside the frame, and not the frame itself. Should the item be damaged in transit, we can take appropriate measures to refund or replace it. We do not, however, warrant the frame.

HOUSEKEEPING

36. Any person who registers for the auction agrees to be bound by these terms and conditions, and accepts them freely. Anyone who places a bid agrees to personally guarantee payment on any winning bid.

37. Love of the Game Auctions will not be held liable for any damages or claims arising of or in connection with the sale of any item.

38. In no event and under no circumstance will the liability of Love of the Game exceed the purchase price paid for any lot.

39. These terms and conditions shall be enforced in accordance of the law of the State of New York. Any claims arising from this auction shall be brought in the appropriate court in the State of New York, Ulster County. In the event the Love of the Game Auctions is the prevailing party in any such claim, it shall be entitled to the recovery of all attorney fees and costs, whether or not such remedy is entitled by law.

40. Love of the Game Auctions and Crisafulli Ventures reserve the right to amend these rules at any time, for any reason, without notification. It is the responsibility of our bidders and consignors to review these rules prior to bidding in any auction; continuing to bid in our auction serves as your repeated agreement to these rules and policies.

PRIVACY POLICY

We value your privacy, and are committed to protecting it. When you register for our auction, or consign material to us, we collect your information and store it in our system. We may also automatically receive and record information on our server logs from your browser. We utilize your contact information so that we can communicate with you, send you periodic marketing emails or "snail mail," ship you

your goodies, and send you money when you consign your valuable material to us. Any personal information that we maintain is stored on a secure server courtesy of our friends at CreateAuction and Mailchimp or YMLP (our email software providers).

We do not sell or rent our customer lists. We do not store credit card information on our servers.