



# Terms and Conditions

Registration: You need to register and provide the information requested in our registration form in order to participate in our Internet auctions. You can register online at [www.thefootballgallery.com](http://www.thefootballgallery.com) to register with your bidder information in order to participate in **The Football Gallery, LLC ("thefootballgallery")**. You will only need to register once. As part of the registration process, you will create a User ID and password, which can be used in all future auctions of **thefootballgallery**. If you do not recall your User ID or Password, you can obtain this information by clicking register on the website. You may also email us at [info@thefootballgallery.com](mailto:info@thefootballgallery.com) if you have additional questions or concerns. You can only register at **thefootballgallery** if you are at least 18 years old.

Please note that by completing the registration form and/or by placing a bid in our Internet auctions, you agree and acknowledge that you are accepting all the terms and conditions listed herein and that you are legally bound by our auction procedures and placing a bid at **thefootballgallery**.

## Info about Registration:

In order to bid, you must be a registered bidder. In order to register, visit [thefootballgallery.co](http://thefootballgallery.co) 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. **thefootballgallery 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.**

Conditions of sale. ***Please carefully read the rules below before registering and/or Bidding:***

1. All auctions of **thefootballgallery** are online and all bids must be placed and accepted online. The bidding begins as soon as a particular auction is launched in our website and the ending time for a particular auction will be listed on our website. All items will be sold to the highest bidder at the closing time. If you are outbid, you will be notified by email (please be sure your email settings are set to receive our outbid notices since these emails might be identified as spam). Please remember that placing a bid is a legally bound contract and that you may not retract a bid after it is placed. **thefootballgallery** will only accept online bidding from registered users who have obtained a valid User ID and Password and are in good standing.
2. Minimum Bids: The minimum bid is the lowest amount that we will be accepted for a lot.
3. Reserves: A reserve is the confidential minimum price that a consignor will accept for its item. Therefore, if the reserve is not met, the lot will not be sold. Any lot that features a reserve price will indicate if the reserve has been met or not.
4. Bidding Increments: Items will be sold to the highest bidder. Bids can be no lower than the minimum bid listed on the website. When bidding, you will be able to view the current high bid for the particular lot. Bidding increments are set for all lots at ten (10) percent increments.
5. **Buyer's Premium: A buyer's premium equal to 23% of the high bid will be added to all lots. For example, a \$1000 winning bidder will thus be charged**

**\$1230. 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). All bidders must pay buyer's premiums, no exceptions (plus shipping, insurance and sales tax, if applicable).**

6. BIDDING & ENDING RULE: Bidding begins immediately upon the launch of the auction on our web site. Preliminary bidding will end at 11:00 AM Eastern Time on the auction closing date. To bid on a lot after 11:00 AM Eastern Time you must have placed a bid on that lot prior to 11:00 AM Eastern Time. Thus, if you are the only bidder on a lot at 11:00 AM Eastern Time on the auction closing date, the auction software will disallow additional bidding for that lot, and you will be declared the winner.

Beginning at 11:00 AM Eastern Time on the auction closing date, bidding will be extended in accordance with the terms of the "Lot-By-Lot 30-Minute Rule". After 11:00 AM Eastern Time, LOTS CLOSE INDIVIDUALLY! Every lot is given its own 30:00 min clock and the lot-by-lot countdown starts at the 11:00 AM Eastern Time. Place a bid on a lot, and the individual lot clock will reset to 30:00 min. When any clock counts down to 0:00, that lot will close and not allow further bidding.

7. Product Information and In-person product viewing: All lots and descriptions are available for viewing at [www.thefootballgallery.co](http://www.thefootballgallery.co). Our lot descriptions are as accurate and up-to-date as possible. Upon request, we also offer detailed email

descriptions or fax you additional information as needed. You may also contact us via email to view a lot in person up to three (3) days prior to the final day of auction close at our location during business hours. We strongly encourage bidders to take advantage of these options.

8. Invoicing: Invoices will be emailed to all winning bidders within three (3) days after the close of the auction. The invoice will contain the total, which includes the winning bid amount, the 23% Buyer's Premium amount, shipping, packaging and insurance amounts and sales tax, if applicable. **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).** All invoices should be paid in full within ten (10) days of the close of the auction. If an invoice has not been paid within fifteen (15) days of invoice date, the bidder's credit card on file will be automatically charged for the full amount due. **thefootballgallery** reserves the right to grant extended payment terms for preapproved buyers prior to auction close at its discretion. Arrangements to extend payment terms must be made prior to bidding. Failure to pay your invoice in a timely manner will result in your bidding privileges being revoked. We reserve the right to charge interest on past due unpaid balances at 1.5% per month until paid.
  
9. Payment: The accepted forms of payments are by personal check, money order, certified check, cashier's check, and wire transfers. Please note that wire transfers will be subject to a \$25.00 processing fee. **Special arrangements can be made prior to auction close to accept to receive payments by PAYPAL, Western Union and MoneyGram. We do not accept credit card payments.**

10. **Shipping:** The buyer is responsible for all shipping, packaging, freight, and insurance. These costs will be added to all invoices. Items will be shipped as soon as possible after the payment has cleared. Most lots will be shipped via FedEx with tracking, and signature confirmation. **thefootballgallery** will ship all lots with a winning bid greater than \$1,000.00 via DHL to a physical address with an adult signature requirement. All items will be shipped via DHL, and in some cases outside US but only via International FedEx or DHL services with no exceptions. Extremely large or heavy items may require special shipping arrangements. If you are interested in bidding on an oversized item, we suggest calling before bidding to determine the approximate shipping cost. All international items will be shipped via DHL and will be declared at full value. **The buyer is responsible for all duty, brokerage, customs charges and/or similar charges on items shipped internationally. Some of the winning lots will be send via our DHL account from our Argentina-Uruguay venues.**
  
11. **Taxes and Fees:** Shipments made to Florida will be charged appropriate local sales tax unless the bidder has provided to us a Florida tax exempt resale certificate. Certain countries, regions, states, or municipalities may charge taxes or fees to buyers living in their jurisdiction.
  
12. **Returns and authenticity:** All lots are sold "as is". All sales are final. No returns are accepted. No refunds are given. The provenance and authenticity of items offered in this Auction have been researched extensively. **thefootballgallery** has over twenty (20) years of experience in the soccer industry, and we will be the final determinant of the authenticity of each and every piece (lot) it sells.

**We are not bound by the opinion of grading services, outside authenticators, or so-called “experts”. Letters of Authenticity (LOA’s) if applicable or necessary from third-party, as well as those from relevant sources and to establish provenance, are indicated in the lot descriptions online at [www.thefootballgallery.co](http://www.thefootballgallery.co) and in our Auction Catalog. Notwithstanding thefootballgallery efforts to verify authenticity, thefootballgallery makes no guarantee or representation as to the authenticity of the lot. Property shall not be considered non authentic solely because any damage, and/or restoration and/or modification of work.**

13. Non-Payment of Items: If a winning bidder does not honor his or her bid with payment in full per the auction rules, then it is agreed that **thefootballgallery**, may, at its sole discretion, sell the lots to the under bidder, offer the lots again in a future sale, or hold the defaulting buyer liable for the entire purchase price. In either case, it is explicitly agreed that the non-paying winning bidder will be responsible for any and all losses incurred, and also responsible for all service charges and/or commissions related to the subsequent sale and that the nonpaying winning bidder explicitly agrees to pay any and all costs of collection including reasonable legal fees incurred by **thefootballgallery** in the collection of these losses, if necessary. In addition, nonpaying bidders understand that **thefootballgallery** may, at its discretion, share their information with other auction houses. **Thefootballgallery will terminate and disable Non-Paying bidders / users to participate in any present and future auction.**
  
14. Errors and descriptions: Please be sure to check the website for the most detailed descriptions and product images. The website will always have the

most detailed and up to the minute descriptions on all items, as it can constantly be updated. The website may be updated during the auction to provide additional images or product information. All measurements and weight details of lots are approximately. Any error in a **thefootballgallery** listing or lot description, whether typographical, photographic, or technical, will be dealt with at our sole discretion.

15. Ownership of Items: Some of the items being offered for sale may be owned by thefootballgallery, its affiliates, or its employees.
16. **thefootballgallery reserves the right to: (i) accept or reject any and all bids or bidders at its sole discretion, (ii) remove any item from auction at any time, and (iii) postpone or delay an auction for any reason without recourse from any bidder or prospective bidder.**
17. Consignor bidding and/or shill bidding are strictly prohibited. Bid manipulation of any kind is expressly forbidden. A consignor is prohibited from placing any bids or arranging to have bids placed on his behalf by friends or family members on his own items. Shill bidding is any bid(s) placed by a person or persons to drive up the final price without intent to actually pay and take ownership of the winning lot. It is prohibited to make bids in a false name or with an invalid payment method, even if our software initially accepts such a bid. Anyone found guilty of this will be prosecuted to the fullest extent of the law and banned from future auctions.

18. **thefootballgallery** may occasionally experience Internet or service outages and may periodically schedule system maintenance and other purposes, during which bidders cannot participate or place bids. If such outages occur, we may at our discretion extend bidding time for the auction, and/or allow a bid to be placed by a bidder who was unable to bid by deadline due to lockup or Internet traffic. **thefootballgallery** is not responsible for system errors and/or software problems if they occur during an auction. Bidders unable to place bids through the Internet should contact our offices at [info@thefootballgallery.co](mailto:info@thefootballgallery.co)
19. Disclaimer of warranties: **thefootballgallery** expressly disclaims to the fullest extent permissible by applicable law all warranties of any kind, whether express or implied, including without limitation, the implied warranties of fitness for a particular purpose, merchantability, non-infringement, and quality, with respect to the items purchased at auctions of **thefootballgallery**. There is no warranty that information provided on the site will fulfill any of your particular purposes or needs.

All lots are sold "as is" without any representations or warranties by **thefootballgallery** or the Consignor as to the merchantability, fitness for a particular purpose, the correctness of the catalogue or other description of the physical condition, size, quality, rarity, importance, medium, provenance, exhibitions, literature, or historical relevance of any property and no statement anywhere, whether oral or written, whether made in the online catalogue, an advertisement, a bill of sale, a salesroom posting or announcement, or elsewhere, shall be deemed such a warranty, representation, or assumption of liability. **thefootballgallery** and the Consignor make no representations or



warranties, express or implied, as to whether the purchaser acquires any copyrights, including but not limited to, any reproduction rights in any property. **Thefootballgallery** and the Consignor are not responsible for errors and omissions in the printed catalogue, on-line catalogue, or any supplemental material or in regard to any failure of the auction program to execute any bids on behalf of the bidder.

**thefootballgallery** makes no guaranties, warranties or representations, express or implied, that the service provided by the website will meet your requirements, or that the service will be uninterrupted, timely, secure or error free, or that the results that may be obtained from the use of the site will be accurate or reliable, or the quality, accuracy or reliability of any information or other material obtained through the website or that defect in the software will be corrected. No advice or information, whether oral or written, obtained by the user from **thefootballgallery** or through the website shall create any warranty not expressly made herein by **thefootballgallery**.

20. Limitation of liability: In no event will the liability of **thefootballgallery** exceed the purchase price paid for any lot. **thefootballgallery** shall have no liability to any claims made by the under bidder or any bidder who is not the winning bidder of a particular lot.
21. Exclusive Dispute Resolution Process: All claims, disputes or controversies in connection with, relating to and/or arising out of your participation in the auction and/or the **thefootballgallery** website (whether as a consignor, bidder or otherwise) including any purchase of any item, any description of an item, returns , authenticity and any damage to an item whether asserted in contract,

tort, or under any Federal or State statute or regulation shall be exclusively heard and decided by arbitration conducted by and under the rules of the American Arbitration Association. The location for all such arbitrations shall be in Florida. The arbitrator's award may be enforced in any court of competent jurisdiction. The fees and costs of the arbitration shall be split by the parties and each party shall be responsible for their own attorney's costs. This Agreement and any claim shall be determined and construed under the laws of the State of Florida. In the event that any matter including actions to compel arbitration, construe the agreement, or otherwise needs to be litigated, such litigation shall be exclusively in the Federal or State courts located in Florida, and if necessary, the corresponding appellate courts. For such actions, the consignor, bidder, successful purchaser, or Auction participant also expressly submits himself to the personal jurisdiction of the State of Florida.

22. Copyright: Neither **thefootballgallery** nor the consignor makes any representation that the purchaser of manuscript material, photographs, prints, or works of art will acquire any copyright or reproduction rights thereto.
23. Acceptance of Conditions: By registering and/or placing a bid in **thefootballgallery** you are accepting all stated rules, terms, and conditions. If an entity places a bid, then the person executing the bid on behalf of the entity agrees to jointly and personally guarantee payment for any successful bid.
24. **Consignment: The Football Gallery Auctions only gives consignment possibilities to professional football players, former players, team officials,**

referees, or certified team staff members. There are no exceptions over the terms of consignment.

25. **Sold Lots: Every lot mark as sold and paid, in thefootballgallery auctions, will never be sold again nor relisted on a future thefootballgallery auction. Lots unpaid and not sold can be relisted. Nothing guarantees that a lot sold at thefootballgallery will sell, eventually, in the price marked as sold, a less or greater value.**

26. **Termination of Use: You agree that we may, at our sole discretion, terminate or suspend your access to all or part of this Website with or without any reason, including, without limitation, breach of these Terms. Any suspected fraudulent or illegal activity or failure to pay on successfully bid lot maybe grounds from barring your access to this Website.**

27. **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

**As operated by The Football Gallery Auctions, this auction, is provided to you under the foregoing Terms and any operating rules or policies that may be published by this Auction Site. The Terms comprise the entire agreement between User and this Auction Site and supersede all prior agreements between the parties, regarding the subject matter contained herein. By participating in the registration process and placing a bid, you are indicating your agreement to be bound by all of these Terms.**