

Wow Factor Lifetime Experiences, LLC

WINNING BIDDER AGREEMENT



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Terms and Conditions

1. The following Terms and Conditions apply to you, “Winning Bidder” at auction, as a condition of Wow Factor’s acceptance of your winning bid. In order to activate your travel package, you must register with Wow Factor. When you register your package with Wow Factor, you agree to be bound by Wow Factor’s Terms and Conditions.
2. Winning Bidder must be at least eighteen years of age.
3. Winning Bidder cannot transfer the package to another person without the written permission of Wow Factor
4. As used in this Winning Bidder Agreement, these terms shall have the following meanings:
 - a. “Auction” or “Auctions” mean a charity auction conducted under the license and organized by a licensed auctioneer.
 - b. “Package” or “Packages” mean that bundle of services and accommodations and related services provided by Wow Factor to a Winning Bidder at Auction. The terms of the Package are limited to those actually offered by Wow Factor at Auction and cannot be expanded by the auctioneer at Auction.
 - c. “Terms and Conditions” means those terms and conditions described in this Winning Bidder Agreement.
 - d. “Winning Bidder” means an individual who purchases a Package at Auction as determined and identified by the auctioneer conducting the Auction and reported to Wow Factor by the same.
 - e. “Wow Factor means” Wow Factor Lifetime Experiences, LLC, a limited liability company organized pursuant to the laws of the State of Georgia.
5. As a Winning Bidder, placing a bid creates a contract between the Winning Bidder and Wow Factor. In accordance with applicable state and federal law and accepted auction industry protocol, all sales are final, non-refundable and non-substitutable. Packages are purchased as is.
6. Winning Bidder’s bid includes the cost of the WOW Factor Travel Experience plus significant charitable contributions to the Auction’s stated cause or benefit.
7. Services which are not included in any Wow Factor package include the following: airfare to the chosen destination, rental car(s), food/beverage and other optional services such as but not limited to spa treatments, sightseeing programs, and other item not specifically described as included. The inclusions in the package purchased are described in the official Wow Factor PDF provided to the auction. Payment for optional services is the responsibility of the winning bidder.

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8. Winning Bidder has six months after the auction to book the services and accommodations in the Package with Wow Factor and twelve months in which to complete the travel associated with the Package. Wow Factor is not responsible to provide the services and accommodations in the Package after that date, and no monies will be refunded.
9. Winning Bidder understands that all Wow Factor Travel programs are subject to availability. Wow Factor holds no travel inventory. Every effort will be made to accommodate Winning Bidder's preferred dates.
10. Once Winning Bidder has received confirmation of his or her booking, cancellations may not be made except for medical reasons supported by confirmation from a medical doctor, which prohibits travel on the dates booked. Even in this case, cancellations will be assessed on a case by case basis.
11. Once Winning Bidder has received confirmation of any booking, any changes by the Winning Bidder to the booking will result in a \$100.00 change fee due and payable to Wow Factor at the time of the change.
12. Information that Wow Factor provides to auctioneers for an Auction contains the actual terms and conditions of the Package being auctioned, which are attached to this e-mail. Wow Factor, its owners or agents are not responsible for any misleading information that is expressed at Auction. Wow Factor is not responsible for any failures or lack of expectations on products marketed at Auction. Neither those descriptions nor any oral statements made by an auctioneer at Auction concerning any item shall be construed as a warranty either express or implied.
13. Wow Factor reserves the right to return payment to a charity Auction sponsor if a Package has been misrepresented by an auctioneer.
14. Wow Factor is not responsible for the actions of auctioneers at, before or after Auction, typographical errors, misprints, loss of merchandise/money, damage or failure of equipment, due to Winning Bidder's participation in an auction. The relationship between Wow Factor and any auctioneer is that of independent contractor and in no way is any partnership or principal-agent relationship existing between Wow Factor and any auctioneer.

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15. Winning Bidder agrees and is solely responsible to provide accurate contact information that will be used to deliver notices and to allow Wow Factor to contact Winning Bidder. If Winning Bidder's information changes Winning Bidder is responsible to update it with Wow Factor immediately. Wow Factor will not be responsible for lost, delayed or misdirected notices in the event Winning Bidder does not update contact information in a timely manner.
16. Wow Factor will take great care to protect Winning Bidder's personal information. Wow Factor will not give out, sell, or rent Winning Bidder's personal information to third parties without the prior consent of Winning Bidder. Winning Bidder acknowledges that his or her information will be given to individuals and companies providing the services and accommodations as described in the Package, and Winning Bidder hereby gives his or her express consent to share such information with those parties. Winning Bidder agrees to indemnify and hold harmless Wow Factor in the event that a company or individual providing services listed in the package misuses Winning Bidder's information.
17. Winning Bidder acknowledges that Wow Factor is not an auctioneer and is merely providing Packages to auctioneers conducting Auctions. Wow Factor is not involved in any actual transactions between buyer and sellers. Wow Factor is not responsible for any tax filings or tax letters or any representations made therein which are provided to or by any charities or Winning Bidder.
18. In no event will Wow Factor be liable for lost profits or any special, incidental, or consequential damages whatsoever arising, including negligence, arising out of or in connection with any sale of a Package.
19. Wow Factor is not responsible for the acts or omissions of any company or individual supplying goods, accommodations or services in any Package, and any liability arising from the acts or omission of the same will be solely of that company or individual and not the liability of Wow Factor.
20. Wow Factor reserves the right to reject or void bids, whether winning or not, that Wow Factor deems not to have been made in good faith, or that are restricted or prohibited because of local laws.
21. Time is of the essence.

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22. Winning Bidder agrees to indemnify and hold Wow Factor, subsidiaries, affiliates, officers, members and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Winning Bidder's use of the Package and the violation of these Terms and Conditions. Further, Winning Bidder indemnifies and holds harmless Wow Factor subsidiaries, affiliates, officers, members and employees against any damage or loss which Winning Bidder or third parties may suffer or incur with respect to loss, damage or injury arising from use of a Package.
23. Winning Bidder shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding the use of Wow Factor's services and use of the Package.
24. Winning Bidder acknowledges that the Package may require travel to and include accommodations and services in countries other than the United States of America with all of the risks of traveling to and within the country of the final destination, and Winning Bidder hereby accepts all risks for such travel and accommodation holding Wow Factor harmless for the same. Winning Bidder acknowledges that certain documents and other requirements such as passports, visas, immunizations, etc. may be necessary prior to travel outside the United States of America and are the sole responsibility of the Winning Bidder.
25. Any legal controversy or legal claim arising out of or relating to this Winning Bidder Agreement, the Terms and Conditions, or services of Wow Factor shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Georgia, and judgment on the arbitration award may be entered into any court having jurisdiction over the non-prevailing party. Either party may seek an interim or preliminary relief from a court of competent jurisdiction in the State of Georgia necessary to protect the rights or property of the Winning Bidder or Wow Factor pending the completion of arbitration. Should either party file an action contrary to this provision, the other party may recover reasonable attorney's fees and costs.

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26. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY. ANY GOODS OR SERVICES INCLUDED IN A PACKAGE ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE". WOW FACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PACKAGE. TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE WOW FACTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ILLUSTRATIONS, PICTURES OR VIDEOS POSTED ON WOW FACTOR'S WEBSITE AND/OR AUCTIONS ARE FOR IDENTIFICATION PURPOSES ONLY AND ARE NOT WARRANTIES OF ANY TYPE. WINNING BIDDER ASSUMES COMPLETE AND SOLE RESPONSIBILITY FOR INSPECTION OF GOODS AND SERVICES PRIOR TO BIDDING AND RELIES SOLELY ON WINNING BIDDER'S OWN INSPECTION AS TO THE CONDITION AND VALUE OF THE GOODS AND SERVICES. WINNING BIDDER WAIVES ANY AND ALL CLAIMS AGAINST WOW FACTOR BASED ON THE CONDITION OR VALUE OF THE GOODS OR SERVICES. WOW FACTOR SHALL NOT BE HELD LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PACKAGE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF MONEY, GOODWILL OR REPUTATION, OR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF WINNING BIDDER'S USE OF OR INABILITY TO USE OF THE PACKAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS APPLIED TO WARRANTIES OR THE EXCLUSION OR LIMITATION FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO WINNING BIDDER, SOME OR ALL OF THE AFOREMENTIONED DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY APPLY. WOW FACTOR SHALL NOT BE RESPONSIBLE FOR ANY GOODS OR SERVICES SOLD BY AUCTION OR FOR MISREPRESENTATIONS AND/OR BREACHES OF CONTRACT BY EITHER AUCTIONEERS AT AUCTION OR THE WINNING BIDDER. WOW FACTOR SHALL NOT BE RESPONSIBLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED.

27. If any provision of this Winning Bidder Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and do not limit the scope or extent of such section. Failure by Wow Factor to act with respect to a breach by Winning Bidder shall not waive any right to act with respect to subsequent or similar breaches. This Winning Bidder Agreement sets forth the entire understanding and agreement between Wow Factor and Winning Bidder with respect to the subject matter hereof. Any sections describing indemnification and warranty survive any termination of this Winning Bidder Agreement.

28. These written Terms and Conditions constitute the final expression of the parties' agreement and a complete and exclusive statement of the terms of the purchase of the Packages.