

Online Auction Terms, Parkview Services 2020

1. **Promoter.** The silent auction is being sponsored by Parkview Services (17544 Midvale Avenue N. Ste. LL, Shoreline, WA 98133 email: lauren@parkviewservices.org (the “Promoter”), and administrated by our third-party administrator, 32Auctions, at www.32auctions.com (the “Administrator”).
2. **Agreement to Terms.** Please read the silent auction terms and conditions (“Terms”) carefully. These Terms apply to all persons bidding in the silent auction conducted by Promoter and Administrator. If you take part in this silent auction, you (the “Bidder”) agree to be bound by these Terms and accept that the Promoter’s decision is final and shall be made by the Promoter in the Promoter’s sole and unfettered discretion. Your bidding implies acceptance of these Terms.
3. **Silent Auction Period.** The silent auction will start on 09/18/2020 at 5:00 PM PST and close on 09/19/2020 at Midnight PST. All entries must be made by 11:59 pm on 09/19/2020. The Promoter will not be liable for any bidding entries received after the silent auction closing date.
4. **Eligibility Requirements.** The auction is open to all citizens and legal residents of the United States at the time of winning and receiving any Prize herein (“participant”). Each bidder at the time of entering the silent auction must be age 21 or older.
5. **Bidder Registration - How to Enter.** All Bidders must activate the Promoters associated link through our Administrator - <https://www.32auctions.com/ParkviewServices2020>. A copy of the silent auction Terms will be made available to the Bidders and can be viewed under the Promoter’s Website Page. All Bidders should sign up for a username for semi-anonymous bidding. Bidders must use their Bidder user name on the bid sheet for their bid to be valid.
6. **Winner Selection Procedures.** Once a Bidder has a “won” an item, the Bidder will be contacted via email by the Administrator and/or the Promoter with instructions on how to redeem the Bidded Item. The Administrator and/or the Promoter will verify identification and that payment has been made in full. The contact email may include further information for tax

purposes. All Bidder's usernames will be announced under the Promoter's section of our Facebook Page, and/or Website.

7. Bidded Items: All sales are final. There will be no exchanges or refunds unless otherwise noted. All items are "as is." Parkview Services has attempted to describe and catalog items correctly, but neither warrants nor represents and in no event Parkview Services 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. Restaurant certificates do not include alcohol, tax, or gratuities unless specified. The Bidded Item value listed is an estimate of fair market value. Bidded Items have not been appraised unless so noted. The amount you pay above this fair market value estimate is normally tax deductible as a charitable contribution. Please consult your tax adviser to clarify amount of deduction.
8. Payment of Bidded Items. Payment for items purchased must be made in full through the third-party administrator's link. Third-party administrator accepts MasterCard, Visa, American Express, and Discover. It is the Bidder's responsibility to claim the items, and if any item left unclaimed, without prior arrangements, will be sold and proceeds will go to Parkview Services.
9. Disclaimer of Responsibility for Entries. Promoter shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the silent auction and/or the Bidded Items beyond its reasonable control. Promoter is not obliged to award any other prizes or elements of the Bidded Items in lieu, if the Silent Auction and/or the Bidded Item(s) are cancelled, postponed, substituted, withdrawn, changed or unavailable for a reason beyond the Promoter's control.
10. Cancellation, Modification, or Suspension. Promoter reserves the right to cancel or amend or alter the silent auction and its rules or Bidded Items (not already awarded) at their own discretion at any time, if deemed necessary in their opinion and/or if circumstances arise outside of their control, without prior notice and no entrant shall have recourse for such cancellation or alteration. Any changes will be posted either within the silent auction link or Parkview Services' Website, and these Terms shall become effective immediately after being altered or on such date as may be determined by

Promoter. No participant shall have any recourse against Promoter as a result of the alterations of the Terms or Bidded Items.

11. Improper Entries: Promoter and Administrator accepts no responsibility for any bids which are unclear, illegible, are submitted via an incorrect entry mechanism, contain errors, fail to reach Administrator by the closing date or from Disqualified Persons, will be declared invalid. Except for the Bidder Registration outlined above, no other form of bids is permitted.
12. Ownership of Personal Information. Any personal information that you submit (including full name, email address and address) will be stored by the Promoter, and/or the third-party Administrator (collectively the "Parties"). The Parties are required to retain certain information (where applicable) of participants and winners for a period of 3 (three) years ("Personal Information"). The personal information will be used for fulfilling the Bidded Items and future marketing solicitations.
13. Indemnification. Each Bidder assumes all risks and hazards related to the silent auction and the Bidded Items obtained at the silent auction. Each Bidder understands that they indemnify and/or hold harmless the Promoter and the Administrator, its affiliates, employees, officers and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way in this promotional competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of the Promoters, Administrators and/or use of the Bidded Items).