

AUCTION RULES

TERMS & CONDITIONS

This auction is presented by Real Deal Collectables (Real Deal Sports Auctions). Any person participating in or who registers for the auction (hereinafter "Bidder") agrees to be bound by and accept these Terms and Conditions of Auction. Real Deal Collectables will be the final arbiter of these Terms and Conditions to the extent permitted by law. Items are sold to the highest bidder in an "AS IS" condition. Enforceability of these Terms and Conditions constitute a legally binding contract between You and Real Deal Collectables Enforceability. Failure to pay for any of your winnings shall constitute a breach of these Terms and Conditions.

REGISTERING TO BID

New bidders can register online. This can be done on our site here, ["Register link"](#). Registration takes only a few minutes. To register, log on to www.realdealsportsauctions.com. On the home page, click on the "Registration" tab. Please enter all required registration information and click "Save" at the bottom of the page. During registration you will create a login and password. You only need to register once. You must be logged in at www.realdealsportsauctions.com to place any bids. Your login and password will remain the same for all future auctions unless you change it. Upon registering you will receive an email confirming your registration. Upon receipt of this confirmation email you will immediately be able to login and place bids in this auction. All your bids within your account will be managed and viewable in the "My Bids" section of the site. You will be able to view lots you add to your watchlist, lots you've bid on, placing a bid constitutes acceptance of Real Deal Sports Auctions' rules.

SUBMITTING BIDS

Bidding begins as soon as the auction goes live. Bids can be placed either by phone or online. To place a bid over the phone, you will still need to register online. Email bids are NOT ACCEPTED. The auction will close for initial bidding at 10 PM EST (7 PM PST) on Saturday, December 2nd, 2023. Failing to bid on an open lot prior to the close of initial bidding forfeits Bidder's eligibility to bid on said open lot after the close of initial bidding. Bidders may bid on any unopened lot(s) throughout the sale. Where bidder is the sole bidder on a lot at the close of initial bidding, bidder will be declared the winning bidder. The bidder who places the highest bid accepted by Real Deal will be the purchaser of the lot. Real Deal has absolute discretion in all matters relating to bidding. ALL BIDS ARE FINAL and are legally binding commitments on the part of the bidder.

BIDDING RULES

Our Auction works on a **“15-Minute Rule”**, which allows bidders to continue to bid after the close of the Auction. The Rule applies only to Bidders who placed bids on lot(s) prior to the close of the Auction. Pursuant to the 15-Minute Rule, those Bidders can continue to bid on lots on which they placed bids prior to the close of the Auction until there are no bids whatsoever on any lots in the Auction for 15 minutes. If the 15-Minute Rule is in effect and You qualify under the Rule, the word **“EXTENDED”** will appear on the lot. If a 15-minute period elapses with no bidding on any lots, and thus the 15-Minute Rule no longer applies, the Auction is automatically closed and the high Bidder for each lot wins the lot. Notwithstanding the 15-Minute Rule, Real Deal has the right to close the auction at any time after midnight EST the night of auction close. It is recommended that you bid early.

Each lot within the auction has a minimum bid, opening bid and/or reserve designated in the online listing which need to be met for an item to sell. A small sampling of lots may have a confidential reserve. The reserve is the confidential minimum price that a consignor will accept before their material sells meaning a bid of equal or greater than the reserve must be placed for the bid to be successful. Reserves, when in place, will be predetermined and set within the auction, prior to the end of the sale. These lots will be designated by "Opening Bid". All items in the auction (unless an item is withdrawn) without a reserve will be sold to the highest bidder at or above the minimum bid. If a lot has a reserve price, it will be marked as such 2 days prior to the end of the auction. Anyone who does not pay for their invoice within a 14-day window from auction close is legally and personally responsible for all monies due as well as any attorney and/or court costs. All unpaid invoices 21 days after the auction has concluded are subject to a 1% late fee, per month. If you have items that were consigned to the auction, when **“settling”** your account, you agree that balances due can be offset by items purchased in the auction.

BID RETRACTIONS

No retraction of bids is permitted. Once a bid has been placed, it may not be taken back for any reason.

MINIMUM BID INCREASE

Bid increments will be set at 10% increases. There will be no exceptions. In the event that two or more bidders place the same Maximum Bid, the earliest received bid will be recognized as the successful high bid.

BUYER’S PREMIUM

A Buyer’s Premium will be added to the winning bid and is payable by the purchaser as part of the total purchase price. The Buyer’s Premium is equal to 20% of the winning bid price. For

example, if you win a lot with a successful bid price of \$1,000, then your total cost for that lot will be equal to the \$1,000 successful bid price plus the 20% Buyer's Premium. In this example, the total cost for that lot will equal \$1,200 **(plus shipping/handling, insurance, and sales tax, if applicable)**.

Sales Tax

All State of New York residents must pay sales tax. Due to each county having a different tax rate, the appropriate tax will be included in your final invoice. If you are a dealer and have a resale number, please provide us this, in advance, to make sure we have this on file, otherwise you will be charged sales tax.

INVOCIES, PAYMENT, & SHIPPING

Invoices will be emailed to all winning bidders in the days following the conclusion of the auction. Payment in full of each item won is due immediately upon receipt of your auction invoice. All Auction results will be posted on our website soon after the conclusion of the auction. The prices set forth on the invoice will include the 20% buyer's premium, shipping, handling, insurance, and sales tax, if applicable. Failure to pay any invoice in full within 14 days of receiving the invoice will constitute a breach of this Agreement and will subject the successful bidder to personal liability. Furthermore, a 1% late fee will accrue each month until payment is made in full.

Cashier's check, money order, or bank transfers are the preferred method of payment. These payment methods will allow us to process and ship your item(s) as quickly as possible. Payment by personal or company check will be held for a minimum of 10 business days from the date it is deposited to clear. No special payment arrangements are available without previous approval by our team, at Real Deal Sports Auctions.

The buyer is responsible for all shipping, packaging, freight, crating and insurance costs. Most lots will be shipped via FedEx and USPS. This cost will be reflected on your auction invoice. If you need expedited shipping, please call when you receive your invoice before making payment so we can make the appropriate shipping adjustments. All international orders will be processed in the full invoice amount, no exceptions. The buyer is responsible for all duty and customs charges. We will package your item(s) as securely as possible. The safety and security of your item(s) is priority for Real Deal Sports Auctions. Therefore, on certain lots, there will be an additional packing charge, on top of the shipping charge. The packing fee is set by our outside

vendor and goes to any additional packing services required. All lots are available for local pick up in Buffalo, NY. If pick up is desired, please call ahead to make arrangements.

Authenticity Guarantee

Trading Cards:

- All trading card sales and any item encapsulated by a Third-Party Grading/Authentication company are final and not subject to return. We do our best to bring in only encapsulated trading cards from the top authenticators (including, but not limited to, PSA, Beckett, and SGC). Real Deal does not guarantee that a lot graded by a specific Third-Party Grader will receive the same grade from another Third-Party Grader. A difference in opinion between TPG companies is not a basis for rescinding a sale of the lot.
- There is no guarantee of a specific grade(s) on any "raw" trading cards.

Autographs:

- All autographs will be accompanied by a top-of-the-line Third-Party Authentication company (including, but not limited to, JSA, PSA, and Beckett).
- Real Deal does not guarantee that a lot authenticated by a specific Third-Party Authenticator will receive the same result from another Third-Party Authenticator. A difference in opinion between Third-Party Authentication companies is not a basis for rescinding a sale of the lot.

Game Used Items:

- All game used will be accompanied by a top-of-the-line Third-Party Authentication company or in some cases a player or team issued Letter of Authenticity.
- In some cases, Real Deal Sports Auction will supply our own Letter of Authenticity for specific items in which we have had multiple experts on staff review.

We do our best to make sure we accurately describe every item listed, along with providing multiple high-resolution photos.

Return Policy

No Authenticated or Graded material may be returned due to possible differences of opinion with respect to the grade or authenticity on any given lot. Real Deal does not guarantee that a lot graded by a specific third-party grading company will receive the same grade from another third-party grading company. A difference of opinion between third party grading companies is not a basis for rescinding or returning a sale of any given lot. No guarantee of grade is offered for

uncertified property that is later submitted to a third-party grading service. Under extremely limited situations a winning bidder may request Real Deal Sports Auctions to evaluate voiding a sale as long as said request is made within 30 days of the auction close. The winning bidder must notify Real Deal Sports Auctions of such request by calling our office (800) 630-0765 and receive prior approval to return item(s) in question for review and consideration. Lots to be considered for void of sale must be sent back to Real Deal Sports Auctions' office within 30 days once approval has been granted. If the lot(s) are not returned within those 30 days, then they are no longer eligible for return. Lots must be entirely intact, in the same condition as when sold to the winner and include all original accompanying documentation to be accepted and/or considered for return. No amount above selling price will be refunded for any reason. Late remittance for purchases may be considered just cause to revoke all return privileges.

Updated 2/17/23