

Terms & Conditions

General Rules

1. By participating in Lifeline WA's 12 Days of Christmas Auction, you acknowledge that you have read, understand and accept these rules. The Living Stone Foundation trading as Lifeline WA (Lifeline) reserves the right to update and change these rules from time to time and without notice.
2. Lifeline provides this auction-style online marketplace as a venue for you to bid on. Lifeline is not involved in any transaction entered into through the online marketplace except to the extent that Lifeline may collect the total purchase price for items as outlined herein. Lifeline is not involved in the buying, selling, exchanging or dealing of items in the online marketplace. Lifeline charges no fee to buyers who purchase items on the online marketplace.
3. The goods and services offered through the online marketplace are provided on an "as is" basis. Lifeline makes no representations or warranties and there are no conditions of any kind, express or implied, statutory or otherwise, with respect to the goods and services offered through the online marketplace, including without limitation:
 - a) implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
 - b) implied warranty arising from course of dealing or usage of trade;
 - c) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of Lifeline.
4. Lifeline is not the vendor of the items and assumes no responsibility for the items in any respect including descriptions in the online marketplace including the condition, authenticity, representations as to title, price, and all other matters relating to the offer and the items for sale.
5. The online marketplace is open to any person 18 years of age and older.
6. As a registered bidder, you are prohibited from using any method, mechanism, device or software to affect the proper functioning of the online marketplace and website. Lifeline may, at its sole discretion and without notice, terminate the right of any participant in the online marketplace and/or use of the website.
7. All content on this website is the property of Lifeline. .
8. The online marketplace is governed by and construed in accordance with the state laws of Western Australia and the federal laws of Australia. As a registered bidder, you agree to comply with

all applicable laws, statutes and regulations regarding participation in the online marketplace and use of the website. You agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and agree not to object to that jurisdiction on the basis of forum non conveniens.

9. Lifeline reserves the right, at its sole discretion and without notice, to extend, terminate or modify the online marketplace, and the individual auctions for any of the items therein, in the event of unforeseen technical difficulties that alters the proper functioning of the online marketplace or prohibited bidding activity that alters the potential auction outcome for an individual or group of items.

Bidding Rules

1. The auction-style online marketplace commences on Saturday, 3rd December 2011 at 12:00 AM WST and ends on Thursday 15th December 2011 at 12:00AM WST. Starting and ending time is not determined by the website clock. The determination of time will be made by Lifeline at its sole discretion. Bids will only be accepted during this time period.

2. Bids may be placed online at the marketplace website, 24 hours per day between the start and end date and time and the online marketplace.

3. The online marketplace does not operate under a proxy bidding system. You must nominate the amount you are willing to bid for an item. This is your Bid and is known by all participants. Once submitted you are legally bound to pay that price if it is the winning bid for the item/s. The Bid that you submit will be the price you pay if you are the successful bidder.

4. The bid price will include the Goods and Services Tax. Meaning, The Goods and Services Tax is not additional to your bid.

5. Your Bid must exceed the current leading bid on that item by at least the minimum increment for that item.

6. It is your responsibility to monitor the outcome and status of your bids on the online marketplace website and, in the event that you are outbid by another bidder with a higher Bid, you must determine whether to continue bidding on an item. If you are outbid by another bidder with a higher Bid, you must submit a new higher Bid in order to continue your bidding on that item. If you submit a new higher Bid, that bid supersedes all your previous bids on that item.

7. In the event of a dispute between bidders or between bidders and the online marketplace, or in the event of doubt or dispute as to the validity of any bid, the online marketplace management team will have the discretion to determine the successful bidder. All decisions by the online marketplace management team are final and binding.

8. Lifeline is not responsible for any bids that are lost, misdirected, incomplete or illegible, or for failed, partial or garbled computer transmissions, or for technical failures of any kind including, but not limited to, malfunctioning of any network, hardware or software, which may limit a bidder's ability to participate in the online marketplace. Proof of submitting a bid will not be proof of receipt by the online marketplace of that bid. Lifeline is not responsible for any online charges you may incur in connection with participating in the online marketplace.

9. During and after the marketplace event, you may receive emails notifying you that you have been outbid by another bidder, or notifying you that you are a winner. These emails are for informational purposes only. Their transmission or omission does not constitute any change in the status of your bid or those of other bidders. Only the record of bids in the online marketplace system, as represented on the online marketplace website, constitutes the true bid record, as used by the online marketplace management team to determine the winning bidder at the close of the online marketplace.

Payment Rules

1. At the close of the online marketplace, the online marketplace management team will determine the winning bidder (the buyer) for each item and will contact that bidder by email and/or phone within five days to notify him/her of his/her winning status and request payment. As the buyer, you may not retract your bid and are obligated to make full payment of the total purchase price within three days of notification being initiated by the online marketplace management team. If a buyer cannot be contacted, or if payment is not received in full, within three days of the buyer first being contacted, the online marketplace management team reserves the right to disqualify that buyer and deem the next highest bidder on the item to be the buyer.

2. As the new buyer, you may not retract your bid and are obligated to make full payment of the total purchase price within three days of notification being initiated by the online marketplace management team. If a buyer cannot be contacted, or if payment is not received in full, within three days of contact first being initiated, the online marketplace management team reserves the right to continue the process of disqualification and notification of subsequent bidders, or to remove the item from sale.

3. The total purchase price of an item for each winning bidder is defined as the leading bid for the item at the close of the online marketplace. In the event that a bidder is disqualified and the item offered to the next highest bidder, the total purchase price shall be the next highest bidder's.

4. Once full payment of the total purchase price has been made on the item, the buyer will receive a unique voucher to redeem the experience purchased. Unless specified in the item description, the voucher expires 3 months from the date of issue.