



Terms & Conditions

REGISTRATION

New Bidders: New bidders can register online or over the phone. NOTE: To bid online, you must register online.

To register online: Go to our website, www.Go-heartland.com, click on Auction Registration, and follow the instructions for registration.

To register by phone: Call toll free 314-849-9798 any time between 10 A.M. and 6 p.m. Central Monday through Friday.

Right to Refuse Registration or Bid:

Heartland Sports, Inc. reserves the right, to refuse to register or accept bids from any person for any reason.

AUCTION BIDDING

The auction begins **Saturday, March 21, 2020**. Phone bids will be accepted at 314-849-9798 Monday-Friday between the hours of 10:00 AM and 6:00 PM Central Time. Internet bidding will be open 24 hours a day.

Preliminary bidding will end at 9:00 PM Central on the auction closing date **Thursday, April 9, 2020**. **If you have not bid on an item before 9:00 PM Central, Thursday, April 9, 2020 you cannot bid on that item after 9:00 PM. A fifteen minute rule will apply after 9:00 PM Central.** If any bids are received on any lot during the 15 minute time period, then the auction will remain open for an additional 15 minutes. This will continue until there are no bids on any lots for a 15 minute time period. At that time, the auction will automatically close and each lot will be awarded to the highest bidder.

BIDDING INCREMENTS

Bidding increments are 10%. Top All Bids are welcome and are held in the strictest of confidence. Heartland Sports employees do not have access to Top All Bids.

POSTAGE

Postage and Handling fees that will be added to the invoice total as follows.

- Invoice price \$100.00-\$1,000 = \$15.00 shipping.
- Invoice price \$1,001.00-\$5,000 = \$20.00 shipping
- Invoice price \$5,001.00-25,000 = \$30.00 shipping.
- Invoice price \$25,001.00 and up = \$50.00 shipping

NO RETRACTION OF BIDS

Once a bid is placed, it may not be retracted.

ALL SALES ARE FINAL

All sales are final. No returns.

PAYMENT

Payment for winning lots must be received no later than 14 days after the close of the Auction, unless otherwise agreed upon in writing by Heartland Sports . Personal checks, money orders, cashier's checks and wire transfers are accepted. Credit cards and PayPal are not accepted.

BUYER'S PREMIUM

A 20% Buyer's Premium will be added to all winning bids.

SALES TAX INFORMATION

As of October 2019, sales tax regulations changed significantly across the United States. Due to the recent Supreme Court decision in South Dakota vs. Wayfair, Heartland Sports may be required under state law to collect sales tax for the winning bidder's state. In such cases the winning bidder's invoice will reflect the sales tax due based on applicable state and local sales tax rates. Effective immediately the following states will be charged sales tax: Arizona, California, Connecticut, District of Columbia, Illinois, Indiana, Kansas, Maryland, Massachusetts, Michigan, Minnesota, Nebraska, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Texas, Virginia, Washington, and Wisconsin. Should you be registered with your state with a seller's permit, please email your valid Resale Certificate to Bill@Heartland.com and you will be excluded from paying those taxes.

FURTHER INFORMATION AVAILABLE:

We invite you to call us to get a more accurate or detailed description, or request a scan, of any lot in the Auction.

AUTHENTICATION/GRADING:

Items that are noted as having been evaluated, authenticated, or graded by third parties are sold "as is" without any express or implied warranty from Heartland Sports. Heartland Sports has not conducted any independent investigation or evaluation into the authentication or grading provided by those third parties. Heartland Sports also makes no guarantee or representation that card grades and memorabilia authentication will cross between third-party authenticators. If you wish to have merchandise opinioned by experts other than those stated with the lot in the catalog, it is your responsibility to do so before bidding.

No certified material may be returned because of a claimed difference of opinion with respect to the grade or authenticity offered by any third-party organization, dealer, or service. No guarantee of grade or authenticity is offered for uncertified property sold and subsequently submitted to a third party service. All graded cards are in grading company holders. We are not responsible for the grades listed on the holders, which are provided by the applicable third-party grading company referenced thereon.

All material offered in Auction is in "as is" condition. Heartland Sports shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated item.

Any description of the items by Heartland Sports is for the sole purpose of identifying the items for those bidders who do not have the opportunity to view the lots prior to bidding. No description of items is part of the basis of the bargain or creates a warranty that the goods will conform to the description.

DISCLAIMERS AND LIMITATIONS OF LIABILITY:

Heartland Sports is selling only such right or title to the items as it may have by virtue of consignment agreements on the date of Auction and disclaims any warranty of title to the property. Heartland Sports disclaims any warrant of merchantability or fitness for any particular purpose. No third party may rely on any benefit of these Terms and any rights, if any, established hereunder are personal to the Bidder and may not be assigned. Any statement made by Heartland Sports is an opinion and does not constitute a warranty or representation.

Heartland Sports in no event shall be responsible for consequential damages, incidental damages, or special damages arising or claimed to be arising from any negligence related to the auction of any lot or a breach of these Terms. In the event that Heartland Sports cannot deliver the lot or subsequently it is established that the lot lacks title, or other transfer or condition issue is claimed, in such cases the sole remedy shall be limited to rescission of sale and refund of the amount paid by Buyer. In no case shall Heartland Sports maximum liability exceed the high bid on that lot, which bid shall be deemed the value of the lot.