

**BC Auction – Special Wine Store Licence Auction
Terms and Conditions of Use**

IN CONSIDERATION of the opportunity to bid on an auction for the opportunity to apply for a Special Wine Store License, you, as the bidder, hereby agree to the terms and conditions as follows:

Part 1 – DEFINITIONS AND GENERAL TERMS

General Terms

These Terms and Conditions consist of two parts:

- a) Part 1, Definitions and General Terms; and
- b) Part 2, BC AUCTION Online Auction Terms and Conditions of Use, which sets out the terms and conditions of using the Service.

The Province may amend these Terms and Conditions at any time by providing notice to you of the amended Terms and Conditions. Continued use of the Service after such notice constitutes your acceptance of the amended Terms and Conditions.

These Terms and Conditions shall be governed by and construed in accordance with the laws of British Columbia.

Definitions

“Asset Investment Recovery” means Her Majesty the Queen in right of British Columbia, as represented by the Minister of Technology Innovation and Citizens’ Services, Asset Investment Recovery Branch.

“Auction” means the competitive process employed by Asset Investment Recovery to determine a Successful Bidder for the opportunity to apply for a Special Wine Store Licence.

“Province” means the Government of British Columbia.

“Successful Bidder” means the party that has legal capacity to enter into a contract, and who is the highest bidder in the Auction for the opportunity to be eligible to apply for the Special Wine Store Licence from the Liquor Control and Licensing Branch.

“Service” means the BC AUCTION Online Auction service, which is offered by the Province on the Website.

“Special Wine Store Licence” means the potential opportunity offered to a Successful Bidder in the Auction by Asset Investment Recovery through the Service on the Website.

“Website” means the BC AUCTION Online Auction website.

Part 2 – BC AUCTION ONLINE AUCTION TERMS AND CONDITIONS OF USE

1. User Registration

Use of the Service is limited to persons who lawfully enter into and form contracts under the laws of British Columbia. Without limiting the generality of the foregoing, the Service is not available to persons under the age of 19 or to persons whose use of the Website has been terminated.

You are responsible for ensuring that your registration information is complete and accurate, and is kept current. You may not register or make bids under a false name or using false information. Any false, inaccurate or misleading information in your registration will be considered a breach of these Terms and Conditions.

You are responsible for keeping your chosen password secret. You are also responsible for all the activities which are undertaken using your registration information.

2. User Conduct

You are strictly prohibited from interfering with another user's transaction, placing bids or causing bids to be placed on any item for the purpose of artificially increasing the bid price of any item listed on the Website, otherwise manipulating the bidding process, or influencing user behavior on the Website.

3. Irrevocable Bids

Bids are not revocable. Once a bid is placed, it cannot be removed.

4. Proxy Bids

The Service includes a process called "Proxy Bidding", which you may elect to use when entering a bid. Proxy bidding is an automatic bidding system. When you place a proxy bid, you enter the maximum amount you would be willing to pay to be eligible to apply for the Special Wine Store Licence. Your maximum amount is kept confidential from other bidders and Asset Investment Recovery. The Service compares your bid to those of the other bidders and automatically places bids on your behalf based on the minimum bid increments specified for the Special Wine Store Licence (found at <http://www.pssg.gov.bc.ca/lclb/docs-forms/auction-sws-information-interested-parties.pdf>), and using only as much of your bid as is necessary to maintain your high bid position. The Service will continue to automatically bid up to your maximum amount. If another bidder bids a dollar amount that is higher than your maximum amount, you will be outbid and notified via email. If no other bidder submits a higher bid than your maximum amount at the time of closing, you will be deemed the Successful Bidder and eligible to apply for the Special Wine Store Licence.

5. Personal Information

Asset Investment Recovery collects the following personal information under section 26 (c) of the *Freedom of Information and Protection of Privacy Act*, which is necessary for the operation of the Service:

- personal information supplied to register as a Service user (identifying information supplied to obtain a User ID); and

- personal information collected through your use of the Website and the Service including your IP address, your domain name, date, time, elapsed time, type of request, files requested, and bytes received and sent to you.

The Website does not use cookies.

In compliance with section 32 of the *Freedom of Information and Protection of Privacy Act*, this personal information will be used to:

- identify Service users and track bids made through the Service;
- contact Service users for the purposes of correcting e-mail routing or other system delivery errors;
- improve the Website's functionality and design;
- ensure you have access to appropriate information and services;
- obtain your feedback on the Website and the Service; and
- collect usage statistics and trends.

For more information about how personal information is collected, used and disclosed by the BC Auction system, please contact the BC Auction Help Desk at (250) 952-5098, 4234 Glanford Ave. Victoria, BC or for more information about the Freedom of Information and Protection of Privacy Act, click on the following link: <http://www.oipc.bc.ca>.

6. Copyright

The Province retains the copyright in the Website, its logos and design marks, and all documents made available to you through your use of the Service and the Website.

7. Reliance on Service

You should not rely on the Service as your exclusive method of learning about the Special Wine Store auction and licence application process. For further information, please visit <http://www.pssg.gov.bc.ca/lclb/docs-forms/auction-sws-information-interested-parties.pdf>.

8. No Warranties on Service

The Service is provided “as is” without warranty of any kind, whether express or implied. To the extent permitted by applicable law, all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby expressly disclaimed. The Province does not warrant the accuracy or the completeness of the Service, or that the Service will function without error, failure or interruption.

9. Limitation of Liability

The Province assumes no responsibility for and under no circumstances will the Province be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on your participation in the Auction, including for: (i) technical failures of any kind, including failure of the Internet, the Service, the Website or any other website, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed Internet/e-mail computer or mobile device transmissions on account of technical

problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (ii) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from your participation in the Auction, including any use, misuse or inability to perfect or use any Special Wine Store Licence or any component thereof, changes to law or government operations or policies that may affect the value of a grocery store in which a special wine store is located, a special wine store, or a Special Wine Store Licence, including but not limited to granting additional licences; (iii) any use of the Service, the Website or any other website to which the Website is linked (including any injury or damage to your or any other person's computer or mobile device relating to or resulting from participation or downloading any materials related to this Auction); or (iv) your failure to abide by these Terms and Conditions. The limitations of liability set out in this section 9 apply, without limitation, to any lost profits, business interruption or loss of programs or information and will apply even if the Province has been specifically advised of the possibility of such damages.

10. Discontinuance of Service

The Province may discontinue the Service at any time without giving you notice.

11. Withdrawal of Registration

You may withdraw your registration as a user of the Service by sending a request via email to bcauction@gov.bc.ca

12. Remedies Available to Province

If you breach any of these Terms and Conditions, the Province, in its sole discretion, may take any steps that it determines are necessary in its sole discretion, including but not limited to a warning, removal of your bids, and termination of your use of the Service.

13. Purpose of Service

The Service is provided only for the purposes of viewing and bidding on eligibility to apply for the Special Wine Store Licence offered on the Website and cannot be used for any other purpose.

14. Payment and Licensing Process

After an Auction is concluded, notification of bidders, the Special Wine Store Licence application process and payment of the bidden amount will take place according to the process set out at <http://www.pssg.gov.bc.ca/lclb/docs-forms/auction-sws-information-interested-parties.pdf>.

15. Additional Conditions

Any additional conditions that apply to this Auction will either be contained in the description of the Special Wine Store Licence as set out in the Auction or may be appended to these Terms and Conditions as Appendix 'A'.

16. Acceptance

These terms and conditions may be accepted by the bidder by signing a separate copy of these Terms (including a photocopy or facsimile copy) and delivering it to the Province by facsimile transmission or by email with a scanned copy in PDF format.

Signed and delivered this _____ day of _____, 2016.

Signed by: _____ .
(bidder signature) (print name)

Potential bidders should send completed forms to Asset Investment Recovery, EMAIL: bcauction@gov.bc.ca or FAX (250) 952-4224. Upon receipt of this completed form, bidders will be issued a USER ID and temporary password to access the BC Auction website for the Special Wine Store License auctions.