1. The Los Angeles Chamber Orchestra’s 2023 virtual auction will begin promptly at 8 a.m. PT on Monday, January 30, 2023 and ends promptly at 6:30 p.m. PT on Saturday, February 4, 2023 (“Event Date”) at the 2023 Gala Celebration held at the Beverly Wilshire Hotel in Beverly Hills, California (“Event”) (“Virtual Auction”). The closing bid will be certified by an Auction Official designated by the Los Angeles Chamber Orchestra (“LACO”) once the winning bid has been verified by the third-party, virtual software host, GiveSmart (“Virtual Software Host”).

2. The LACO Virtual Auction is open to all residents of the 50 United States and the District of Columbia (“D.C.”) who are 21 years of age or older as of the Event Date and are located in one of the 50 States or D.C. Void where prohibited by law. Attending the Event is not a requirement to participate.

3. The LACO Virtual Auction is accessible only by visiting the Event website: www.laco.org/gala (“Auction Site”) by your personal electronic device(s) and accessing the Virtual Software Host’s site via the designated VIRTUAL AUCTION button.

4. Starting and ending time is determined by the website clock. Bids will be accepted during this time period only. LACO reserves the right, at its sole discretion and without notice, to extend, terminate or modify the Virtual Auction in the event of unforeseen technical difficulties encountered with the operations of the Virtual Software Host.

5. A “preview” of the items offered for auction will be available for virtual viewing by the public on the Auction Site beginning Friday, January 27, 2023. No bidding will be permitted before the virtual auction officially opens on Monday, January 30, 2023 at 8 a.m. PT.

6. To bid on one or more items offered, you must first be fully registered by completing all required information including but not limited to providing your valid credit card information on the Auction Site. All required information must be completed in order to be officially registered.

7. Once registered, you may enter your bid for any item(s) of interest that are offered by following the instructions indicated on the Virtual Software Host’s site, including options such as an auto-bid feature, which, if you choose to participate, allows you to set a maximum bid amount up to which the system will continue to automatically increase your bid for you in the applicable bidding increment each time you are outbid until the maximum amount that you designated is reached. It is your responsibility to monitor the outcome and status of your bids on the Auction Site and, in the event that you are outbid by another bidder with a higher bid amount, you must determine whether to continue bidding on an item. You may monitor activity on the item(s) for which you’ve entered a bid by either visiting the Auction Site in a timely manner, or selecting to have notifications regarding bidding activity on your chosen item(s) sent directly to your mobile device when initially registering on the Auction Site.

8. Each item will list: (1) an opening bid amount and (2) a minimum bid increment amount by which each subsequent bid must be increased in order to constitute a valid higher bid. At LACO’s discretion, each item may also list a “Buy It Now” or “Instant Sale” amount which will officially award the auction item to the bidder who selects that option, for which that item will no longer be open for bidding by others.
9. One or more items offered may have the option for multiple winning bidders. Those items will specify the maximum number of winning bids that will be certified.

10. Bidding will conclude at the designated time (6:30 p.m. PT) on the Event Date at which time access to bidding through the Auction Site will cease. Winning bidders will be automatically notified through the Virtual Software Host once pre-registered credit card payment has been verified.

11. Reservations for trips and lodging must be arranged between the winning bidder and the designated donor. All trips are subject to availability and all other restrictions as detailed on the actual certificate provided by the donor, regardless of any unintentional human errors in the preparation of any item displays on the Auction Site. Unless otherwise designated, trips exclude airfare, ground transportation, taxes, gratuity, and all other incidentals. Winner is solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. All physical items are “as is.” No refunds, exchanges, substitutions, returns or disputed charges. Some certificates may be non-transferable, if specified as such. Featured photos are for display purposes only and may or may not depict the actual item awarded. For items featuring an event which requires the scheduling of dates, times and/or locations, arrangements must be mutually agreed upon by donor(s) and winner. It is the sole responsibility of the winner to contact the donor to request such potential dates, times and/or locations for the event which is to occur before the stated expiration date. PLEASE NOTE: EXPIRATION DATES CANNOT BE EXTENDED. GIFT CERTIFICATES MUST BE PRESENTED AT THE TIME OF USE, UNLESS OTHERWISE NOTED ON THE ACTUAL CERTIFICATE PROVIDED BY THE DONOR.

12. Payment for one or more items won by a bidder will be charged directly to the credit card that was provided at the time of registration on the Auction Site. No payment by cash or check may be made on-site at the Event. Los Angeles sales tax at the rate of 9.5% will be added to all merchandise items awarded.

13. NO ITEMS WILL BE AVAILABLE FOR PICK UP PRIOR TO OR DURING THE EVENT. ARRANGEMENTS FOR PICK-UP OR DELIVERY WILL BE MADE BETWEEN THE WINNING BIDDER AND LACO STAFF BEGINNING THE WEEK OF FEBRUARY 13, 2023. Delivery fees: Winner is responsible for shipping and handling costs for the delivery of items to mailing addresses outside of Los Angeles County. In doing so, LACO will comply with the shipping and transportation laws and regulations required by each state. Items will not be refunded for reasons of prohibitive shipping costs. Alcohol will not be shipped internationally or where prohibited by law. To pick up item(s) at the LACO Offices at 510 W. 6th Street, Ste. 1001, Los Angeles CA 90014 or to make arrangements for delivery, Winner must first call (213) 622-7001, ext. 214 to speak with a LACO staff member.

14. ALL SALES ARE FINAL However, in the event that an item you won and paid for was not fairly represented on the Virtual Auction website, a refund will be considered only if the item is returned undamaged in the original condition received and/or its original packaging or is unredeemed in the case of a gift card or certificate, or if notification is received by LACO at least two weeks prior to engaging in the travel or private experience. LACO makes no warranties or representations of any kind or nature, either expressed or implied, with regard to any auction item. Suggested values have been assessed and supplied by the donors and are not guaranteed by LACO.

15. LACO 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 Virtual Auction. Proof of sending will not be proof of receipt by LACO. LACO is not responsible for any online, long distance telephone, or other charges you may incur in connection with participating in the Virtual Auction.

16. During and after the Virtual Auction, you may receive email and/or text message(s) confirming bids you place, notifying you that you have been outbid by another bidder, or notifying you that you are a winner. These emails and/or texts are for informational purposes only. These email and/or text transmissions or omissions do 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 Bidder Trust Committee of the Virtual Software Host to determine the winning bidder at the close of the online marketplace.

17. LACO, nor any of its officers, staff or affiliated agents, are responsible for the maintenance or operations of your personal electronic device(s) used to access the auction site. It is the sole responsibility of the bidder to maintain the operation of his/her/their electronic device(s).

18. LACO, nor any of its officers, staff or affiliated agents, are responsible for the maintenance or operations of the Virtual Software Host’s systems. It is the sole responsibility of the Virtual Software Host to quickly resolve any potential, unintentional glitches in their system during the time of the Virtual Auction and to alert LACO of such glitches so that LACO can immediately inform the public.

19. LACO may terminate, change, suspend, add to or discontinue any aspect of the Virtual Auction at any time, in its sole discretion, and without liability to any user.

20. In accordance with the IRS, purchases of auction items below or at exact assessed value as stated are not tax-deductible contributions. Only an amount paid for an item above the assessed value could be considered a tax-deductible contribution. Purchases of auction times for which no value is assessed or stated (i.e., “one of a kind”, “priceless” experiences or items) are also not tax-deductible. It is recommended that you confer with your tax advisor.

CONTACT: Los Angeles Chamber Orchestra, located at 510 W. 6th Street, Ste. 1001, Los Angeles CA 90014; telephone: (213) 622-7001.