

2024 BayToday Holiday Gift Card Auction

Official Auction Rules

Please Read Carefully:

1. Each time you place a bid, the system places a hold authorization for that amount on your card. When you are outbid, the hold is released. If you bid \$50 on ten different items, a total of \$500 of your card balance will be held and unavailable to you until you're outbid.
2. Any winning bids at the end of the auction will be captured - meaning the corresponding hold authorization will be charged to your card.
3. We strongly recommend NOT using a debit card. Banks handle these transactions differently, and will actually debit your account when you bid, and refund the amount when you're outbid.
4. All credit card charges will appear as VILLAGE MEDIA on your statement.
5. A [BayToday.ca](https://www.baytoday.ca) account is required for participation in the Auction.

SPONSOR

The 2024 Holiday Gift Card Auction (the "Auction") is sponsored by Village Media, Inc., 298 Queen Street East, Sault Ste. Marie, Ontario, P6A 1Y7 (the "Sponsor"). "Not sponsored, endorsed, administered by or associated with Facebook or Instagram."]

1) Registration

You must register a [BayToday.ca](https://www.baytoday.ca) user account in order to bid in this auction. If you have registered for a [BayToday.ca](https://www.baytoday.ca) account previously, such as for the classifieds, please log in and use that account. Registration only takes a few moments. Register or log in here: <https://www.baytoday.ca/account/register>. You must be logged in on [BayToday.ca](https://www.baytoday.ca) in order to place bids. Please keep your login credentials safe. We highly recommend logging out of your account if anyone else will be using the same computer. At our sole discretion and for any reason, [BayToday.ca](https://www.baytoday.ca) retains the right to revoke an account and cancel any bids placed by that account. In the event an account is suspended or bids are canceled, the account holder will be notified by email. If you have problems registering or logging in, please reach out to our customer service department at help@villagemedia.ca.

All registration and bidder information shall remain confidential within Village Media Inc. We will not share your information.

2) Bidding

i) Location and Dates

This is an internet-only auction, operating on [BayToday.ca](https://www.baytoday.ca). This auction commences at 12:00 pm Thursday November 21st, 2024 and concludes at 6:30 pm Tuesday November 26th, 2024.

ii) Bidding / Buy Now Mechanics

Bidding requires being logged in to a registered [BayToday.ca](https://www.baytoday.ca) user account. [BayToday.ca](https://www.baytoday.ca) accounts are free and can be created here: <https://www.baytoday.ca/account/register>

Some items may be offered with a "Buy Now" option, meaning you can pay the amount listed, and the item is yours -- no bidding required. You will receive a confirmation email and your credit card will be charged immediately. You will not be able to pick up your items however until after the auction closes.

To place a bid on an item: **1.** Enter at least the minimum bid amount specified. **2.** Enter your credit card information to pay for the item (see iv. below). **3.** Check off the anonymous box if you wish to bid anonymously, otherwise your [BayToday.ca](https://www.baytoday.ca) account username will be displayed publicly in the list of winning bids. **4.** Finally, check off the "confirm bid" box to confirm the information entered is correct, and then click "Bid". This will place an authorized hold on your credit card as specified in section iv below. In the event you are outbid by someone, you will be notified by email automatically. The highest bid on each item, provided the reserve price (if set) was met, will be declared the winner of the item. You must be prepared to pay for any item you commit to buying. Your credit card will be charged if you win the auction. Make sure you read the description and understand what the item is before placing a bid. Bidders can bid multiple times on the same item over the course of the auction in an effort to achieve the highest bid. Bidders can bid on multiple items (although some retailers may have restrictions on the number of winning gift cards that can be used per transaction). Every bid placed could potentially be the winning bid, so please, participate carefully and mindfully. Every bid placed is binding and constitutes a legal agreement from the bidder to Village Media Inc. to purchase the item for the bid amount entered by the bidder.

iii) Retraction

You can only retract a bid if it is obvious to Village Media Inc. that the bid was erroneous. For example, if you meant to bid \$50 but bid \$500 on a \$100 item. If this occurs, please contact us immediately at help@villagemedia.ca or call 1-855-998-2464 ext. 0.

iv) Credit Cards - Authorized Holds and Collection

Bidding on an item or purchasing a Buy Now item requires you to provide a valid credit card. Buy Now items will be charged to your credit card at the time of purchase. Winning bids will be charged at the conclusion of the auction. Placing a bid will authorize a transaction on your credit card and place a hold in that amount on the card. Subsequent bids on the same item will supersede and replace that authorized hold on the card. Bids on separate items will result in multiple authorized holds on the credit card -- one for each of those bid amounts. It is important to note that an authorized hold on a credit card reduces your available credit. For example, bidding \$50 on ten different items will result in ten \$50 holds placed on the card, for a total of \$500.

An authorized hold will be removed from your card if and when you are outbid on that item. It may take up to a week for your bank to process the removal of an authorized hold.

Winning bid amounts will be charged to credit cards at the conclusion of the auction, and all outstanding authorized holds will be removed. If you are very actively bidding on multiple items, your bank may think this activity is fraud and begin blocking transactions. If this occurs, please contact your bank to identify these transactions as legitimate.

v) Conclusion

Within a few hours of the conclusion of the auction, all winning bids will be processed. Winners will be notified by email, and the winning bid amounts will be charged to the credit cards provided.

3) Pick Up

At the conclusion of the auction, winning bidders will be notified of any items they have won. This email will include details on how to pick up your items. Pick up of the item(s) varies by item. Some may need to be collected from participating businesses, while some may need to be collected from a predetermined location on a certain day. The pickup instructions for each item are listed at the bottom of each item listing on the auction page.

4) Restrictions

Gift cards or gift certificates have no cash value and cannot be redeemed or exchanged for such. Be aware that some gift cards for specific products/services can legally have an expiry date. Gift cards NOT for a specific product or service legally cannot expire. For more information regarding gift card regulations as set out by the Province of Ontario, click [here](#).

5) Eligibility

This Auction is open to legal residents of Canada, excluding Quebec, who have reached the age of majority in their province or territory of residence at the time of entry, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, Auction administrators, and any other parties engaged in the development, production or distribution of Auction materials and those living in the same household or any of their immediate family (spouse, parent, child or sibling).

By participating in this Auction, participants acknowledge compliance with, and agree to be bound by, these Rules. Participants who do not comply with any of these Auction Rules are subject to disqualification by the Sponsor, in the Sponsor's sole discretion.

In the event an Auction is identified as being open to individuals who are under the age of majority, those individuals who are under the age of majority must have the consent of their parent or legal guardian to participate in the Auction in accordance with these General Contest Rules. Gift cards will not be mailed or sent out to winning bidders via courier, they must be picked up in person. Winning bidders will be required to show government issued photo ID at time of pick up.

6) Release and Indemnification

The winner (or winners) of this Auction must sign the Sponsor's Winner Release to: (i) confirm compliance with the Auction Rules; (ii) agree to accept their prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and, if this Auction is marketed on Facebook and/or Instagram, Facebook and/or Instagram, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of this Auction (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of an entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party

contractor or supplier used in connection with any aspect of this Auction to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of this Auction or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in this Auction and/or in connection with the acceptance and/or exercise by the entrant of the prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of these Auction Rules or participation in this Auction and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in this Auction or be awarded a prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries which fail to fully comply with these Auction Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Winner Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding this Auction or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the entrant's participation in this Auction or the receipt or use or misuse of any prize, including any travel related thereto and the use of their entry by the Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner; or (viii) late or un-received replies to any Auction-related communication from a potential winner.

7) Auction Termination

The Sponsor reserves the right to terminate or amend this Auction at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Auction is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Auction at any time and for any reason.