



# Art Auction Terms & Conditions

## What is this Document?

This document sets out the terms and conditions for Scotiacon's Art Auction. To enter art in the Scotiacon Silent Art Auction, the seller (hereafter, "you") must agree to the following Terms and Conditions.

Any issues not otherwise covered in these Terms and Conditions remain at the discretion of Scotiacon staff to resolve.

## General Info

Scotiacon UK Ltd. (hereafter, Scotiacon) will offer exhibition space in the Silent Art Auction for your art items to be sold in a Silent Auction. A selection of these items will subsequently be progressed for sale in a Live Auction.

Scotiacon will refuse to exhibit any item that violates the list of Prohibited Items, as detailed later in this document.

We may also exclude items on the basis of a lack of artistic merit. For example:

- Photographs must have artistic quality
- Artworks must show a minimum of proficiency and effort
- Renderings of 2D/3D generated computer graphics must have artistic quality, e.g. we do not accept renderings or screenshots of posed models.
- Printed mediums must have a minimum of quality, i.e. pictures with pixelated artefacts, washed-out colours or low resolution are not suitable for public display.

You will be asked when registering your items to set a percentage of the eventual sale price that will be donated to our chosen charity for the year. This percentage can be no less than 20%, to help us raise as much in donations as possible.

## Silent Auction

On submission of the Art Auction Submission Sheet or Pre-registration Form, you attest to having full ownership of all items you submit. If you are acting as an agent for another seller, Scotiacon cannot assist either party in case of disputes.

Since pre-registration of art is not mandatory, Scotiacon cannot guarantee that there will be space for your art pieces. Exhibition space consists of tables and grid walls from which frames can be hung. Space will be given on a first-come, first-served basis, but we will endeavour as much as is practicable to squeeze everything in.

Pre-registration also does not guarantee a space will be available, if the item is not delivered to the auction room during the dedicated pre-registration submissions timeslot at the convention. Late arrival of pre-registered submissions may result in the items being rejected from the auction, if we have no more exhibition space and Scotiacon staff are not given sufficient notice that your items will be arriving late.

You, the artist, will be allowed to choose the location to hang or display your items within the auction space provided. Items you place in the silent auction room must be in a secure spot, where it is not likely to be knocked, broken, or to fall off. Scotiacon auction staff may move items around the room at our discretion - to choose a more secure spot for the item, or make more space for other auction items. Items moved by Scotiacon staff will be treated with the utmost care, and placed in a secure and sturdy location.

The Silent Auction will be conducted in the Silent Auction room during advertised hours, prior to the Live Auction event itself. Any item that receives the maximum number of silent bids will be eligible for the Live Auction. You may not withdraw an item from the Silent Auction if it has received one or more bids. You may add additional items to a single item entry, e.g. sketches, extra commissions, promises of cookies, but you may not remove such an item once added. If your item receives no silent bids, you must collect it at the Unsold Art Pickup event.

If your item receives one or more bids, but does not go to Live Auction, then it will be deemed as sold to the highest bidder on the bid sheet. Scotiacon staff may handle, rearrange, and alter the display of your items in whatever manner is most appropriate to the Silent Auction.

Scotiacon may remove an item from the Silent Auction at any time, for any reason. Such items will be treated as unsold and returned to you.

Scotiacon may impose a limit on the number of submissions to the Silent Auction, at any time. For example, this would occur if the number of incoming submissions from a single seller could negatively impact the running of the Silent Auction, or Scotiacon staff determine that there is no space to display any more items.

Sellers found to be unfairly influencing the bidding process, or otherwise acting in a way judged by the Silent Auction staff as abusing or 'gaming' the Auction systems, will have their items removed from the Silent Auction and may be banned from the convention.

Table placement is random and whilst we will try to accommodate all requests we may not be able to. Please ensure all requests are made as early as possible.

## Live Auction

Scotiacon has the final say on which items go to Live Auction, and will decide the order of the items to be presented. This order may change at any time, including during the Live Auction itself.

In the unfortunate circumstance that the Live Auction ends before every eligible item has been offered up for bidding, the sale will go to the highest bidder on the bid slip.

If no bids are made on an item at the Live Auction, the sale will go to the highest bidder on the bid slip. If there are no bids on the bid slip, it will be returned to the seller as unsold and must be collected at the Unsold Art Pickup event

Scotiacon may select items of artwork for special distinction, such as "Guest of Honour's Special Selection", "Chairman's Choice" or "Auction Staff's Pick". These awards indicate items that will be directly entered into the Live Auction at the current bid price, or the starting bid price if no bids have been made.

## Art Pickup / Artist Payout

If, for whatever reason, the bidder is unable to pay or has not collected the item by the end of the convention, the bidder will be contacted after the convention for payment. Any items paid for after the convention has ended will be charged

an additional postage and handling fee, and will be shipped directly to the bidders address (the address provided when the bidder registered for the convention.) Items still not paid for within a month of the bidder being contacted may have the sale annulled, and the item may be offered to the next highest bidder. The payment time frame may be extended if a valid reason for non payment is presented, at the HOD's discretion.

Unsold items not collected from Artists Pickup will be delivered back to you at the cost of postage and packaging fees, or can be donated to the convention to be included in next year's auction with 100% of the sale proceeds going to charity.

If you do not attend the Artist Payout event, you will be contacted after the convention has ended to provide your bank details for the bank transfer of your winnings to you. Scotiacon will not send funds to you through other payment methods, such as PayPal.

When the Art Pickup and Artist Payout events have ended, Scotiacon's formal obligations to you and the buyer will end. Any remaining funds that have not been collected after the Artist Payout will be donated to charity if we haven't arranged alternate payment terms with you by the following year's convention.

## Terms of Auction Sale

Scotiacon acts as a designated agent for the purposes of displaying and conducting an auction. Submitted items will be sold by auction on your behalf. All sales form a contract between the winning bidder and you, with Scotiacon acting only as a broker. Scotiacon is not directly involved in the sales contract between you and the winning bidder; we merely facilitate your sale.

You agree to sell your item to the bidder at the bidding price. Potential buyers agree to purchase an item at the bidding price, as part of the terms of entry to Scotiacon. Scotiacon will not seek to be involved in further negotiations or disputes about items after its facilitation role is complete. Scotiacon will not be held responsible for any items that do not sell, for items that the buyer does not collect, or items sold as future obligations.

Items are left in the custody of Scotiacon at your own risk, and Scotiacon will not be held liable for any damage or loss to the items, although all reasonable care will be taken for their safekeeping. If, for any reason, something should happen to an item, you will be responsible for filing any claims on your insurance.

Any remaining items that have not been collected by the end of the convention will be held by Scotiacon, and will be processed according to the policies and procedures laid out in the Art Pickup / Artists Payout section of this policy. Scotiacon will make every effort to ensure these items reach the winning bidder or are returned to you. If you refuse to pay shipping expenses of unpaid items, or if we are unable to make contact with you before the next convention after making attempts to do so (or within a year, whichever is sooner), you hereby agree to donate the item(s) to Scotiacon.

Scotiacon may exchange the contact details of the seller and buyer to one another, if it is necessary to allow you to complete your transaction (e.g. to deliver a digital copy of artwork, or complete a commission.) Unless you inform us otherwise, we will use the email address you provided upon registration. If you violate any of these terms and conditions, we reserve the right to smother you in chocolate and feed you to ConOps.

To confirm you have read and understood these terms and conditions, you will need to provide a passcode when submitting your item(s) to the auction. This year's passcode is: Fluffy Bunnies

By providing this passcode at the Auction Submissions event, or on the Auction Pre-registration form, you agree to the terms and conditions of the Art Auction.

## Prohibited Items

These rules cover items on sale in the Dealers' Den and in the Silent Auction / Live Auction. We try to be accepting and open to a wide range of subjects, but we must also operate within the law and the best interests of taste and decency. If you plan to submit any items that may be in a "grey area" with regard to these rules, you must contact staff in advance of the convention for a decision on those specific items. If you do not, we will make our decision at the convention and likely exclude your item.

There can be no items for sale or display (publicly or otherwise) at the convention which violate any of the following:

We do not allow any items made of real animal parts, or any sale of such fabrics. This includes pelts, fur and other parts. PLEASE NOTE: This does NOT include items made of leather or sheepskin, as these are considered a by-product of the meat industry and, so, are not covered by the Fur Farming (Prohibition) Act 2000.

We do not allow anything that violates European and/or UK law. This includes (but is not limited to) weapons, imitation weapons and drugs (illegal or otherwise). We reserve the right, when our convention theme allows, to relax the rules around the depiction of weapons. For example, allowing “blaster” type weapons during a year that involves a science fiction theme.

We do not allow items that violate UK copyright law. Copying or adapting other people’s work or characters is a breach of UK copyright. All items you sell must either depict original characters, fall under Fair Use, be a licensed item (e.g. official merchandise), or you must have a written and signed permission from the original copyright holder allowing you to profit from their work. If you obtain such a signed permission, please contact staff in advance of the convention so we have time to verify your claim. If we do not have time to do so, we will need to exclude your item.

Artwork drawn in a popular style (e.g. Sonic, or MLP) but that depict original characters and original lineworks (and not traced or copied from official artworks), are accepted under copyright law, subject to approval by the Scotiacon Auction staff. Items discovered during the auction that are in the prohibited items list, or have violated UK copyright law (e.g. if the staff member on duty did not recognise an IP or copyrighted content at the time of submission, and it was later recognised by a member of the public) will be immediately removed from the auction and returned to you as unsold. This may also result in a warning or possible ban from the convention in the case of multiple offences.

Items may not be perishable and may not be dangerous to display for a typical, potentially clumsy viewing public.

No depictions of rape or other non-consensual violence in combination with sexual content is allowed. Bondage or sub/dom depictions are allowed. Consensual sex of any kind, regardless of species and gender, is allowed unless covered by the rules below.

No excessive violence and cruelty, including in a non-sexual context. Violence in general is allowed at a reasonable level, including blood or hunting. If you are in doubt about this rule, please contact our Auction staff prior to the convention for advance review and advice on whether your submission would be acceptable.

No paedophilia or “cub porn”. We are aware that this is a difficult rule since the actual age of drawn characters is open to interpretation, especially where the characters are drawn in a cartoon style. Appearances count; characters with a

very childlike appearance and/or baby face may be considered “children” in the context of this rule. Again, if you are uncertain whether this rule will apply to your art, please contact our Auction staff prior to the convention for advance review and advice on whether your submission would be acceptable.

No zoophilia and/or bestiality involving humans or largely human-like characters (e.g. anime catgirls, elves, or centaurs) with animals or largely non-morphic characters (four-legged) is allowed. Other species-transcending sexual activity (e.g. anthros and humans) is generally allowed.

Toilet-related activities are highly discouraged. This includes scat, watersports, adult diapers in use, and vomit. We do not entirely exclude this content, but only seek to accept items with very mild depictions which would be suitable for a general viewing public and would appeal to your sensitivity and common sense in submitting such work. Once again, if you are uncertain whether this rule will apply to your art, please contact our Auction staff prior to the convention for advance review and advice on whether your submission would be acceptable.

No discriminatory, derogatory or offensive items may be sold.

## Version Control

V1.0: Published 18/12/2024, Authorised by Lilly Foxx

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V2.0 Published 30/06/2025, Authorised by Scritch

Updates to clarify auction process.

