

Terms and Conditions

Index

[Part A - Introduction](#)

[Part B - Account Terms and Conditions of Use](#)

[Part C - Bidding](#)

THIS SITE IS A PILOT PHASE TO CLEARLY UNDERSTAND MARKET DEMAND FOR SUCH A PLATFORM. ONLY THOSE AT THE AGE OF 18 IS ALLOWED TO BID. ALSO, BEFORE BIDDING CONSIDER YOUR LOCAL LAWS & REGULATION ON RAFFLE BIDDING.

Part A - Introduction

Welcome to Fortune Auction. We offer you a digital platform where you can bid as a bet on products and services within your region or Country. Here, we believe the fastest bidder is crowned winner. **Note: We are in the gambling industry . So we use the word “BIDDING OR BID” instead of Betting or gambling.**

Account

If you wish to bid, you will need to open an account with us. By opening an account with us, you agree to be bound by our Account Terms and Conditions of Use in Part B.

Bidding

Before beginning to bid, you should read through our Bidding - General Conditions as well as the "Specific Conditions" which apply to you and to each of your bidding transactions as set out below.

By entering into any bidding transactions on our site, you agree to be bound by both the Bidding - General Conditions and the specific conditions applicable to that particular Bidding transaction:

- [Section 1: Bidding - General Conditions](#) [these are applicable to all bids placed on our sites]
- [Section 2: Specific Conditions for customers Bidding in places other than the location where we a legally present](#)
- [Section 3: Specific Conditions for Rwandan Customers](#)
- [Section 4: Specific Conditions for Multiples](#)

Part B - Account Terms and Conditions of use

Welcome to Fortune Auction. Before you can use our services, you need to open an account.

Please read these Terms and Conditions carefully before opening an account with us.

Please also read our [Privacy Policy](#), [Cookie Policy](#), and the provisions regarding the Fortune Auction bidding fee and Charges. If there is any inconsistency between these Terms and Conditions and any of the documents listed above, these Terms and Conditions will prevail.

By clicking the "I Confirm" button on the account opening screen, you agree to be bound by these Terms and Conditions.

1. Your Account

In consideration of our accepting your application to open an account, you represent to us (and acknowledge that we rely on these representations) as follows:

- You are 18 years of age or over. It is an offence for anyone under the age of 18 to open an account or to Bid on Fortune Auction;
- You are of sound mind and capable of taking responsibility for your own actions and that you can enter into a legally binding agreement with us;
- You agree to provide accurate registration information, including without limitation your correct date of birth and your country of residence. You agree to inform us of any changes in such details when requested of you;

- You are the person whose details are provided in connection with your registration or, in the case of legal entities, you are a duly authorised representative of the relevant legal entity;
 - You are acting as a principal and not as an agent on behalf of a third party;
 - You are not an undischarged bankrupt or in a voluntary arrangement with your creditors;
 - You are not located in a country where the use of our services is prohibited. You are entirely responsible for complying with your own local, national, federal, state or other laws concerning Bidding, Betting and gaming prior to opening an account, placing any bids or using our services;
 - You are not currently subject to a self-exclusion from a Fortune Auction or Paddy Power account and you have not signed up to a national self-exclusion register which excludes you from gambling; and
 - You will, following a request from us (which may be made at any time before or after you open an account with us), promptly provide any documentation or information which we request in order to evidence your identity, age, address, country of birth or authorisation to use a particular credit or debit card (and you agree that we may perform checks in order to verify any such documentation or information).
2. It is your responsibility to keep your contact details up-to-date on your account. Failure to do so may result in you failing to receive important account-related notifications and information from Fortune Auction.

You are solely responsible for the security and confidentiality of your account. In particular, you agree to keep your username, password strictly confidential and you are responsible for any misuse of your password. Please note that when you create an account you have the option to use your email address or a username to log in to/identify your account. This can reduce the security levels of your account as your email address may be more accessible and this makes it easier for third parties to gain access to your account.

Provided that we have been correctly supplied with the account information requested, we are entitled to assume that offers and payments are made by you. You should change your password on a regular basis and never disclose it to any third party. You undertake to protect your username and password in the same way that you would in respect of your bank cards and any failure to do so shall be at your sole risk and expense. If another person accesses your account, you are solely responsible for all their actions whether or not their access was authorised by you and you hereby indemnify us and hold us harmless against all costs, claims, expenses and damages howsoever arising in connection with the use of or access to your account by any third party.

You will not attempt to sell or otherwise transfer the benefit of your account to any third party and nor will you acquire or attempt to acquire an account which has been opened in the name of a third party.

For information on inactive accounts, including any applicable administrative fees and the procedure will be informed that such a fee will be charged.

3. **Multiple accounts**

Customers with an existing Fortune Auction account are not permitted to open a new account with Fortune Auction.

Any customer that already has more than one Fortune Auction account is required to nominate a single Fortune Auction account to use across Fortune Auction's products by contacting the Fortune Auction CustomerCare. Customers that operate multiple Fortune Auction accounts will have their accounts "linked" and managed accordingly. This may affect the extent to which bids can be placed on the Fortune Auction by such customers.

Should Fortune Auction believe, using its absolute and sole discretion, that you have:

- registered and/or used more than one account; and/or
- acted in collusion with one or more other individuals through a number of different Fortune Auction accounts to back the same combination of selections (regardless of whether or not such bids are struck separately, at a range of different prices or on different days or IP addresses)

4. in an attempt to exceed the maximum pay-out for an individual account holder across linked accounts, it reserves the right to withhold any winnings arising from such behaviour.

Privacy

The information that you send to us will be processed in accordance with our Privacy Policy. You authorise us, at any time, to use any means that we consider necessary to verify your identity and creditworthiness with any third party providers of information.

You agree that, from time to time, we may contact you to ask if you would like to take part in promotional activity. We would only do this if you won in any of our products, or if you placed an unusual bid which was successful. If you agree to take part in such promotional activity, we may use your name and/or your image as reasonably required.

- **Indemnity**

You acknowledge that Fortune Auction and its affiliates will hold information with respect to your identity, including but not limited to your name, address and payment details, phone number. You agree that we rely on this information in entering into our agreement with you and you agree to hold us harmless against any falsehood or inaccuracy contained in the information you provide us.

- **Errors and Omissions**

You will inform us as soon as you become aware of any errors with respect to your account that result from human error or technical fault.

- **Suspension or termination**

Either we or you may suspend or terminate your account at any time, either with or without cause, upon notice (we will use our reasonable endeavours to give such notice to you either before or after suspending or terminating your account). Please contact the Fortune Auction CustomerCare if you would like to close your account. We may take steps to block you from Bidding on or using our site (or any part of it) Following termination or suspension of your account, the data saved about you will, in the normal course of events, be destroyed from our database.

However, we reserve the right to notify the Trustee to withhold the data in your account from you pending the determination of any investigation (including any relevant external investigation) where:

- a. we suspect you have acted in breach of these Terms and Conditions or any other agreement relevant to your activities on our site, including where we suspect the account has been linked with fraudulent or dishonest activity; and/or
- b. we have to notify the Trustee to withhold the funds in your account by law or to comply with any advice, request or instruction from any governmental, regulatory or enforcement authority.

- **Responsible Bidding/Gambling**

Fortune Auction is committed to ensuring its customers gamble/bid responsibly. Its responsible bidding policies include:

- a. a monitoring programme to review customer transactions, identify changes in behaviour and contact customers;
- b. reality check session timers and awareness pop-ups which allow customers to control their activity for games or events that have no natural end;

- **Assignment**

You may not assign these Terms and Conditions to any third party. Fortune Auction may assign, transfer or novate any or all of its rights and obligations under these Terms and Conditions to any third party at any time. In the event of an assignment by Fortune Auction, we will notify of this change and, if you do not agree to this, then you will not be able to continue to use our services, but you shall always be able to withdraw your funds subject to these Terms and Conditions.

- **Severability**

In the event that any provision of these Terms and Conditions is

deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.

Any provision of these Terms and Conditions that is invalid, illegal or unenforceable in any jurisdiction will be ineffective in that particular jurisdiction, without affecting the validity, legality or enforceability of that provision in other jurisdictions.

- **Dispute resolution**

In the event of a dispute arising between us and you, we each agree to follow the procedure set out in our Dispute Resolution policy as amended from time to time.

- **Amendments**

We reserve the right to make immaterial changes to these Terms and Conditions at any time.

If we make any material changes to these Terms and Conditions, we will give you as much prior notice of such changes as is reasonably practicable but, in any event, customers will be notified of material changes before they come into effect. Material changes will be communicated to you via a pop-up message on web and/or mobile when you log into your account. After being informed of the changes, you will be asked to 'Agree' to the changes to continue to use our services. Your continued use of the services after being notified of the material changes, and after indicating your acceptance of them, will be deemed to be your acceptance of the changes. If you do not agree to the material changes, then you will not be able to continue to use the services, but you shall always be able to withdraw your funds subject to these Terms and Conditions.

- **Communications and notices**

Communications and notices to be given by you to us under these Terms and Conditions should be provided to us as set out in the Contact us section.

- **Governing Law and Jurisdiction**

If you reside in the Rwanda:

- a. these Terms and Conditions will be governed by the laws of Rwanda;
- b. and the courts of Rwanda have non-exclusive jurisdiction in relation to all disputes under these Terms and Conditions.
- c. by accepting these Terms and Conditions, you agree to submit to the exclusive jurisdiction of the location that Fortune Auction determines in its sole discretion, in respect of any disputes arising out of, or connected with, these Terms and Conditions;
- d. nothing in this paragraph shall prevent Fortune Auction from applying to the courts of any jurisdiction for such provisional or protective measures as are available under the laws of that jurisdiction; and
- e. the rights and obligations under these Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods and/or any local

implementing legislation, the application of which is expressly excluded.

Part C - Betting

- [Section 1: Betting - General Conditions](#) [These are applicable to all bids placed on our sites]
- [Section 2: Specific Conditions for Multiples](#)

Section 1: Betting - General Conditions

Fortune Auction provides a platform upon which you can enter into various bidding transactions in relation to the products auctioned available on our site.

Where customers bid on a product(s) with each other and the fastest bidder wins, Fortune Auction acts as a facilitator and does not act as a counterparty.

Please read these General Conditions, and the Specific Conditions applicable to you and your bidding transaction carefully before entering into any bidding transactions.

Please also read our **Privacy Policy, Cookie Policy, Dispute Resolution Policy, Regulatory Information, Trust Deed** and the provisions regarding the Fortune Auction Charges. All of these documents are incorporated by reference and form part of these General Conditions.

If there is any inconsistency between the documents listed above, this document and the relevant Specific Conditions, the Specific Conditions will prevail over this document which will prevail over the documents listed above.

By entering into any betting transactions, you agree to be bound by these General Conditions and the Specific Conditions relevant to your betting transaction (together "the Agreement").

When you place a bet on the Fortune Auction. By placing a bet on the Fortune Auction, you will be deemed to have registered with us.

Conditions relating to your use of the services

1. Licence to use our site

Fortune Auction grants you a limited licence to access our site provided that you comply with this Agreement.

The availability of our site does not constitute an offer or invitation by Fortune Auction to use the site in any jurisdiction in which such use is illegal. Your use of our site or any data feeds we may provide to you confers no rights whatsoever to the content and related intellectual property rights contained on our site or on any such data feeds. You agree not to monitor, use or copy our web pages or any of our web content, including without limitation any price data. You will not attempt to hack, make unauthorised alterations or introduce any kind of malicious code to the site by any means. You will not (a) reverse engineer or decompile (whether in whole or in part) any software available through the site; or (b) make copies, modify, reproduce, transmit, alter or distribute all or any part of the site or any material or information contained on it. Any unauthorised use or reproduction may be prosecuted.

2. Use of our Services

You understand that you may lose money on bids placed and accept that you are fully responsible for any such loss. You accept that under no circumstances will any amounts lost by you under any bet be recoverable from us.

It is your responsibility to verify that you are permitted to bet with us according to the jurisdiction of your domicile or habitual residence and/or in which you are located and you agree that you will not bet with us while you

are located in a jurisdiction which prohibits you from betting with us. These locations will be determined by Fortune Auction from time to time.

You undertake to use our services for legitimate betting purposes only. In particular you undertake not to

1. engage in any activity which has the purpose or effect of causing damage to or in any way hindering our business operations or generating or increasing a liability on us, including without limitation any tax, levy or duty collecting authority;
2. bet on, or manipulate any individual Market in a manner which we believe has the purpose or effect of adversely affecting the integrity of the Exchange or any Market;
3. transmit information that assists in the placing of bids or wagers on any sporting event or contest from any territory where it is illegal to do so; and/ or
4. procure or otherwise arrange, whether directly or indirectly, for a third party to transmit information that assists in the placing of bids or wagers on any sporting event or contest from any territory where it is illegal to do so.

3. Your Conduct

You will not attempt to use the malicious way to deliberately transfer money from one Fortune Auction account to another by attempting to match bids on a Market with another account through collusion.

You will inform us as soon as you become aware of any errors in calculations with respect to any bidding transaction. We reserve the right to declare null and void any bids which are the subject of such an error.

You will not disguise or interfere in any way with the IP address of the computer you are using to access the site or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the site.

You agree it is your responsibility to account for any tax or duty imposed on you as a result of any of your bidding transactions.

You will not make offensive comments, use offensive or pornographic material or make potentially defamatory or inflammatory remarks in connection with the forums or any other part of our site including within your own username or other information contributed to our site.

4. Privacy

Any information you send to us will be processed in accordance with our Privacy Policy.

You authorise us, at any time, to use any means that we consider necessary to verify your identity and creditworthiness with any third party providers of information. If you are a Rwandan Customer, you consent to have your identity verified using credit data information sourced on behalf of us by any third party (or such other third party that we may use from time to time).

We reserve the right to record ALL telephone calls to and from Fortune Auction and to monitor all information relating to betting activities for which purposes you consent in accordance with the requirements of the Regulation Rwanda data privacy and such other legislation as may be applicable.

You agree to indemnify us and hold us harmless in respect of the release of any personal (or other) data pursuant to this Agreement.

Conditions relating to bidding

5. Operation of our Services

You are responsible for understanding the contents of our site and the operation of the Services and we reserve the right to change the format of the Services in order to enhance such Services.

We may determine when the site is open for bidding and may close the site

at any time at our absolute discretion.

You are entirely responsible for the information that you provide to us concerning the offer that you wish to place. We will not enquire into the reasonableness of any offer that you may make. We will not be liable for incorrect entries made by you, including data input errors with respect to the odds, price or stake on offer, or incorrect bid requests communicated by you to a Fortune Auction Telephone Operator or via website. If a Fortune Auction Telephone Operator repeats back your bid request incorrectly, it is your responsibility to correct the bid request and inform the Fortune Auction Telephone Operator of the error. Once you have confirmed the bid request to the Fortune Auction Telephone Operator (whether or not that was the original bid that you requested) and your bid is matched, you will be liable for that bid if it loses.

Fortune Auction may, in its sole and absolute discretion, decide to suspend bidding on a product at any time.. In the interests of maintaining integrity and fairness in the products auctioned, Fortune Auction may also void certain bids in a product in its entirety.

You should be aware that some customers make use of programs designed to automatically place bids within certain parameters set by them (e.g. to back or lay at a certain price) ("bots"). Additionally bot users should be aware that bots might be prone to exploitation by other customers and it is **not allowed**.

6. Cancellation, Termination, Suspension and Breach

We may restrict your access to Fortune Auction, suspend or terminate your account, withdraw your offers for bids, void any bids outstanding to your account, cancel any unmatched bids or cancel and void any outstanding or matched bids in our absolute discretion without cause at any time including if:

1. there is a technological failure;
2. we suspect that you are engaging in illegal or fraudulent activity;
3. we suspect that you have (or may have) breached any part of this Agreement;
4. we suspect that you have breached the terms of a Fortune Auction promotion, for instance, you have opened more than one Fortune Auction account to take advantage of a promotion which was limited to one per customer;
5. we suspect that you are acting in collusion with other bidders to take unfair advantage of a promotion and/or in the course of participating in a promotion or offer, you have become able to guarantee wins and/or profits with no or only minimal risk;
6. we suspect that your account's "public market data" usage ('public market data' includes market prices, traded Volumes and market depth) could represent business usage ('business usage' includes any use by a betting operator or any use by an individual or organisation supplying data or services to a betting operator);
7. you are prohibited from entering into a bid by any term of your contract of employment or any rule of a sport governing body or other professional body which applies to you; or
8. In relation to any cancelled or void bets, we reserve the right to notify the Trustee that any money in your account relating to these bids be paid to us in accordance with the Trust Deed or, if there are insufficient funds in your account, demand that you pay us the relevant outstanding amount relating to these bids.

7. Bidding by those under age

It is an offence for anyone under the age of 18 to open an account or to bidding on Fortune Auction. If we identify that you are under 18 or were

under 18 when you entered into any bidding transactions on our site ("under age"):

1. we will immediately prevent you from entering into any bidding transactions or making any withdrawals from or use of your account;
2. we will investigate the claim that you are or were under age, including whether in fact you have been bidding as an agent for or at the behest or on behalf of another person;
3. if we find that you are or were under age, we will notify the Trustee that all winnings which have accrued and remain in your account or which are otherwise due to be credited to your account should be paid to us in accordance with the Trust Deed;
4. we will return to you all stakes which were placed by you while you were under age.
5. Any prize or product won by you will be declared invalid and the runner up next to you and of age will be considered winner.

8. **Cancellation of an offer for a bid**

You may cancel uninterested bids at any time either by:

1. requesting a cancellation of the relevant offer in the relevant section of the relevant Market on our site; or
2. by instructing a Fortune Auction Telephone Operator to request a cancellation of the relevant offer.

9. Your cancellation of an uninterested bid becomes effective once we send you confirmation of the cancellation. In the event that your cancellation request is not received and processed in good time, you acknowledge that your offer may remain outstanding and available for acceptance. You may not be able to cancel your offer if your bid has been partially or wholly accepted during the interval between submitting your cancellation request and confirming your cancellation. In this case, your original offer, or part thereof, will be validly accepted and the bid will be concluded. When you amend an unmatched bet you are effectively cancelling that bet and submitting a new bet at the amended stake or odds. We will cancel any offers for bids that remain outstanding at the time that we close an auction.

10. **Bid Settlement**

Subject to these General Conditions and any applicable Specific Conditions we will settle Markets in accordance with our bid **Rules and Regulations**. We reserve the right to reverse or amend settlement in the event of an auction being settled incorrectly. This may lead to amendments being made to your account to reflect changes in auction settlement and if there are insufficient funds in your account we may demand that you put funds into your account to address the outstanding balance. We will notify you if your account goes into a negative balance and, if following the notification, you either:

1. do not put funds in your account within the reasonable time specified in our notice to you, or
2. you fail to make the relevant payments into your account in accordance with any repayment plan as agreed between you and Fortune Auction; or
3. - you indicate to Fortune Auction that you have no intention of putting funds in your account to address the outstanding balance, then we reserve the right to suspend your account and/or take appropriate legal action to seek to recover the debt, in full, from you.

Any amount of winnings or losses relating to your bids on an auction will be rounded to the nearest two decimal places. If the amount ends in 0.5 it will be rounded up.

Conditions relating to us

11. **Matters beyond our reasonable control**

Without prejudice to our obligations contained within the various laws and regulations of the jurisdictions where we are licensed, we are not liable for any loss or damage that you may suffer because of any: act of God; power cut; trade or labour dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication services; or any other delay or failure caused by a third party or otherwise outside of our control. In such an event, we reserve the right to cancel or suspend our services without incurring any liability.

We are not liable for the failure of any equipment or software howsoever caused, wherever located or administered, or whether under our direct control or not, that may prevent the operation of the Services, impede the placing of offers for bids, or prevent you from being able to contact us. We will not be liable for any failure to perform by a third party to our Agreement.

12. **Indemnity**

You agree to indemnify and hold us and our associated companies, affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or demands made by any third party arising out of your breach of this Agreement (including documents incorporated by reference) or out of your violation of any law or the rights of any third party. You acknowledge that Fortune Auction and its affiliates will hold information with respect to your identity, including but not limited to your name, address and payment details. You agree that we rely on this information in entering into this Agreement and you agree to hold us harmless against any falsehood or inaccuracy contained in the information you provide us.

13. **Limitation of liability**

We exclude all representations and warranties as to the satisfactory quality and/or fitness for its intended purpose and/or accuracy and completeness of the Services.

We will not be liable to you for any loss that you may incur as a result of misuse of your password, or in the case of the Telephone Service, of your telephone access number, and we accept no liability resulting from its unauthorised use, whether fraudulent or otherwise.

In no event will we, or any of our suppliers, accept any liability however arising for any losses you may incur as a result of using the Services. Under no circumstances will our liability under this Agreement or for breach of contract, tort, equity or otherwise exceed your exposure limit as specified in your account. Under no circumstances will we be liable for any indirect, special or consequential damages, loss of profits (direct or indirect) or the benefit of any bid arising from breach of contract, negligence, equitable duty (including for the avoidance of doubt in relation to any bid(s) or auction(s) voided by us) or other liability even if we had been advised of or known (or should have known) of the possibility of such damages or loss.

Nothing in this Agreement excludes our liability with respect to death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors.

14. **Right of set off**

We may at any time, without notice to you, notify the Trustee to set off any liability owed to us or to our customers by you, including (without limitation) in relation to any Fortune Auction account in your name or which we believe to be under your control:

1. against any funds held in another Fortune Auction account in your name or which we believe to be under your control in accordance with the terms of the Trust Deed; and/ or
2. against any liability that we determine that you have to us in pursuant to these Terms and Conditions, including (without limitation) pursuant to the Fortune Auction.

15. Intellectual property

The Fortune Auction Ltd, is the owner of:

1. all copyright and related rights in and to our site, including, without limitation, rights in databases and all rights in any price data and related content on our site except for certain third party rights (referred to below);
 2. all trade mark rights, whether registered or unregistered, in and to Fortune Auction and the Fortune Auction logo; and
 3. the domain name www.fortuneauction360.com which is our uniform resource locator ("URL").
16. The following use of price data or any other data or content from our site or via the API or any other Fortune Auction data from any other source (together, Fortune Auction Data) is strictly prohibited without our specific prior written consent:
1. commercial use by any person; and/or
 2. any use for any purpose by a competitor of the Fortune Auction Ltd, or an employee, contractor or agent of any such competitor ("Restricted Person"), provided always that Restricted Persons may place bets.
17. Screen scraping, web scraping or any other automated or manual collection of Fortune Auction Data, for commercial or personal use, by any person is expressly prohibited.
- Any unauthorised use of any of the above rights may result in prosecution or other action being taken against you.
- You hereby assign to Fortune Auction absolutely, any and all copyright and other intellectual property rights throughout the world in all media whether now known or hereafter developed, for the full period of copyright, including by way of present assignment of future copyright and all other rights whatsoever, in any offers for bids or bids placed by you on our site.
- Any data licensed to Fortune Auction from third parties is provided for use on our site only and may not be used for any commercial purposes without the consent of such third parties.

Conditions relating to other services

18. Information Services

From time to time Fortune Auction may provide you with access to various information and content. This may include form data, results, video streaming, upcoming events, the times and dates of events, current winners, time elapsed, and other information relating to an auction. Such information may be supplied:

1. via our site (including micro-sites and as part of any runner data and/or results service), the Telephone Bidding Service, emails or any other means of communication; and/or
 2. via links to third party websites.
19. Such information is described in these Terms and Conditions collectively as the "Information".
- The Information is provided by Fortune Auction or is sourced from a third party. Although some Information may be described as "live", or it may be implied that such Information is "live", you should be aware that this data may be subject to a time delay. The Information may also be inaccurate. You should also be aware that other Fortune Auction customers may have access to pictures and/or data that is faster and/or more accurate than the

Information. The Information is supplied "as is" and is provided for guidance only. To the fullest extent permitted by law, Fortune Auction makes no representations or warranties of any kind, including but not limited to, the accuracy, quality, completeness or timeliness of the Information.

If you rely on the Information to place a bid contact us. If not, you do so entirely at your own risk. Fortune Auction shall not be liable for any action taken or not taken by you as a result of your reliance on the Information or for any loss or damage (direct or indirect) suffered by you as a result of your use of the Information.

Any links to third party websites do not constitute an endorsement by Fortune Auction of any products or services available on such websites. You use such websites at your own risk and Fortune Auction takes no responsibility for the content on, or use of, such websites.

General Conditions

20. Assignment

You may not assign any part of this Agreement without Fortune Auction's written consent but Fortune Auction may assign any or all of this Agreement to any third party at any time. In the event of an assignment by Fortune Auction, we will notify of this change and, if you do not agree to this, then you will not be able to continue to use our services, but you shall always be able to withdraw your funds subject to these Terms and Conditions.

21. Severability

In the event that any provision of this Agreement is deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of this Agreement shall not be affected.

22. Dispute resolution

In the event of a dispute arising between us and you, we each agree to follow the procedure set out in our Dispute Resolution policy as amended from time to time.

23. Amendments

We reserve the right to make immaterial changes to our site and all guides and policies included on our site, including this Agreement at any time. If we make any material changes to these Terms and Conditions, we will give you as much prior notice of such changes as is reasonably practicable but, in any event, customers will be notified of material changes before they come into effect. Material changes will be communicated to you via pop-up web and/or mobile messages when you log into your account. After being informed of the changes, you will be asked to 'Agree' to the changes to continue to use our services. Your continued use of the services after being notified of the material changes, and after indicating your acceptance of them, will be deemed to be your acceptance of the changes. If you do not agree to the material changes, then you will not be able to continue to use the services, but you shall always be able to withdraw your funds subject to these Terms and Conditions.

24. Communications and notices

Communications and notices to be given by you to us under this Agreement (other than those exchanges of information occurring in the normal operation of the site) should be provided to us as set out in the Contact us section.

25. English language version

This Agreement has been prepared in various languages other than English for reference only. In the event of any differences between the English

version of this Agreement and any non-English versions, the English version shall prevail.

26. **Entire Agreement**

This Agreement and the terms expressly incorporated into them constitute the entire and only agreement between the parties with regards to its subject matter and each party confirms that it has not been induced to accept this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

27. **No waiver**

No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

28. **Governing Law and Jurisdiction**

This Agreement is governed by the laws of and subject to the jurisdiction of the courts of the country set out in the "Governing Law and Jurisdiction" clause of the relevant Specific Conditions applicable to your particular bidding transaction.