



TERMS & CONDITIONS OF AUCTION

Please be sure to read these Terms and Conditions of Auction (the “Terms”). These Terms shall constitute the entire “Agreement” between LCG and bidder and shall supersede any and all prior communications or agreements between the parties with respect to the purchase and sale of items covered hereby. These Terms shall apply to all purchases made by bidder in any auction conducted by LCG.

Please consult Section 4 for details on the closing procedure in effect this auction.
Residents of Louisiana without a resellers’ license are subject to state sales tax of 9.95%.

1. This auction is presented and conducted by LCG Auctions LLC (hereinafter “LCG” or “Auctioneer”).
2. Any person participating in or who registers for the auction agrees to be bound by and accepts these Terms.
3. Bidding is scheduled to begin approximately Friday, October 8, 2021.
4. This is an internet-only auction. The final day of bidding for all lots is Sunday, October 24, 2021. Initial bids may be placed at any time prior to 5:00 PM EDT on Sunday, October 24, 2021. The initial bid period of the auction will end at 5:00 PM EDT on Sunday, October 24, 2021. LCG will continue to accept bids from qualified bidders after 5:00 PM EDT on all lots in the auction. IF YOU HAVE NOT BID ON AN ITEM BEFORE 5:00 PM EDT, YOU CANNOT BID ON IT AFTER 5:00 PM EDT. If, after 5:00 PM EDT, a period of 15 minutes passes without a bid on ANY lot in the entire auction, then the auction will close.

15 MINUTE CLOSING RULE:

YOU MUST PLACE AN INITIAL BID ON A LOT BEFORE 5:00 PM EST ON AUCTION CLOSING DAY TO BE ELIGIBLE TO BID ON THAT LOT DURING THE EXTENDED BIDDING PERIOD THAT STARTS AT 5:00 PM EST.

IF YOU ARE THE ONLY BIDDER ON A GIVEN LOT AT 5:00 PM EST, THEN THAT LOT IS AUTOMATICALLY CLOSED OUT AND YOU ARE DECLARED THE WINNER.

AT 5:00 PM EST, THE 15-MINUTE RULE STARTS AND WHENEVER A NEW BID IS PLACED ON ANY LOT IN THE AUCTION, THE 15-MINUTE TIMER WILL BE RESET AND THE COUNTDOWN WILL RESTART.

THIS RULE PROVIDES ALL BIDDERS THE OPPORTUNITY TO BID ON THE LOTS THEY ARE ELIGIBLE FOR, WITHOUT GETTING OUTBID AT THE LAST MINUTE DUE TO TIME CONSTRAINTS. BIDDERS NEED TO LOG IN AND WATCH THEIR “MY ACCOUNT” PAGE TO SEE THE STATUS OF LOTS THEY ARE BIDDING ON DURING EXTENDED BIDDING.

BE SURE TO REFRESH YOUR WEBPAGE TO HAVE THE ACTUAL UP-TO-DATE BIDDING INFORMATION PRESENT ON YOUR SCREEN.

WHEN A PERIOD OF 15 MINUTES PASSES WITHOUT A BID ON ANY LOT IN THE ENTIRE AUCTION, THE AUCTION WILL CLOSE.

In the event of a service disruption, an act of God, or any other circumstance whatsoever which the Auctioneer, in its sole determination and at its sole discretion, at any time decides is inadvisable to end the auction as outlined above, the Auctioneer reserves the exclusive right to make a commercially reasonable effort to remedy the situation, including, but not limited to, extending the auction for any amount of time that LCG deems appropriate.

5. All bidders must be registered. A bidder will be able to place bids online by visiting www.lcgAuctions.com and following the instructions found there.

6. All new bidders must register online at www.lcgAuctions.com prior to 5:00PM EST Sunday, October 24, 2021.

7. All new registrants will need two hobby references. These references will be checked. All new registrants must have a valid street address on file. LCG may, at its sole discretion, place a credit limit on bidders and/or request a good faith deposit be placed on account for the credit limit to be increased. All good faith deposits shall be held in LCG's non-interest-bearing general business account. LCG reserves the right in its sole discretion to refuse to register a bidder or to refuse to accept bids from anyone. All registrants must be at least 18 or 21 years old, depending on the bidder's state of residence.

8. Bids update in real time on our website, and in order to top the bid, you must conform to the next bidding increment. There are absolutely no exceptions to the minimum raise amounts.

9. Internet system-generated bid confirmations and outbid notices are generated, but LCG does not guarantee that the confirmations and notices will be received or will be timely. An automated email confirmation or notice may not be received or may be delayed for a number of reasons, including, but not limited to, the computer settings of recipients, which sometimes interpret system email as spam, or disruptions in the internet service. LCG recommends that bidders do not rely exclusively on email outbid notices and actively check the status of their bids online at www.lcgAuctions.com.

10. A 20% buyer's premium will be added to all winning bids. For example, should a bidder win a lot for \$1,000, the actual cost will be \$1,200 (plus postage, insurance and tax, if applicable).

11. By placing an "Auto Bid" you are allowing LCG Auctions to bid competitively on your behalf, up to but not over your specified limit. "Auto Bids" must be calculated in 10% increments and do not include the 20% buyers premium. Your confidential "Auto Bid" will be implemented incrementally, only if necessary, to the dollar amount authorized and no higher.

12. Consignors are prohibited from bidding on their own materials or having others secretly bid for them on their behalf. If any consignor directly or indirectly bids on his own items at auction, it is without LCG's consent, and LCG reserves the right, at its sole discretion, at any time and without any warning, to remove any bids it suspects of being fraudulent or placed in consort with a consignor.

13. Under no circumstance may any employee or contractor of LCG place bids in the auction on their personal accounts. Consignment directors, specialists, and associates are not granted any access whatsoever to confidential bidding information or to the "back-end" auction software utilized by LCG during an auction.

14. Costs for packaging, shipping, and insurance will be added to all invoices.

15. Louisiana residents, or any bidder who desires to pick up their winning item in person, must pay 9.95% state sales tax or present a valid resale certificate. Sales tax regulations are ever changing, and sales made within this auction may require the collection of state sales or use tax post-auction in accordance with such regulations for states not listed above.

16. Each item in the auction is accompanied by an opening bid and some also include an estimated value range. Only items that include estimated value ranges are subject to a reserve. The reserve cannot exceed the lot's low estimate. The auctioneer may, at his or her sole option, bid on behalf of the seller up to but not including the amount of the reserve either by making consecutive bids and/or by making bids in response to other bidders. The auctioneer will not identify these bids made on behalf of the seller and will not make any bid on behalf of the seller at or above the reserve. In the event that there are no bids on a lot, the auctioneer may deem such lot unsold.

17. Grading, condition, authenticity, and warranty of lots: There is a subjectivity to grading. Commercially reasonable efforts are made to verify the condition of each lot as it is described. LCG carefully scrutinizes material accepted for auction and, when it deems necessary, by leading authenticators. LCG provides no representation or warranty that any auction item with a grade will receive exactly the same grade, or even be accepted for grading, by any third-party grading service. Similarly, bidders acknowledge and agree that every item graded by one third-party grading service may not receive exactly the same grade by another third-party grading service or even by the same grading service if re-submitted. LCG submits many items for professional grading each auction. Occasionally a lot description will include the words "we have submitted," which is intended to be taken literally and give bidders great confidence that LCG has not "done anything" to the item to alter or otherwise improve their appearance and ultimate grade. No warranty, whether expressed or implied, is made with respect to any grade, condition, or other adjectival descriptions, which can and do vary, even among experts. For information as to the authentication/grader's provider's warranties and policies, the bidder is directed to: CGA, 6920 Peachtree Industrial Blvd., Suite E, Norcross, GA 30071. LCG offers no opinion as to the validity of a grade assigned by any third-party grading service. Since LCG cannot examine encapsulated items outside of their holders, they are sold "as is." LCG shall not be liable for any patent or latent defect or controversy pertaining to or arising from any encapsulated collectible. In any such instance, bidder's remedy, if any, shall be solely against the certification service certifying the collectible. LCG is not bound by the opinions of any authenticators, grading services, or experts, nor do the rules governing auctions in any of the publications in which LCG may advertise hold precedence over these Terms.

18. All grading service Population Report information provided in descriptions is as of when the lot was written; it is therefore possible that, in isolated cases, cited Population Report information may not be up to date. Population data only takes into account items certified by the authentication company responsible for the authentication of the described item and will not factor in other certified collectibles from other authenticators unless specifically noted. For example, references to "highest graded" and "one of two," along with other similar statements, are to be interpreted as "highest graded" by the specific authenticator or "one of two" authenticated by the specific authenticator unless otherwise noted. All price guide information provided in descriptions is as of when the lot was written; it is therefore possible that very recent price guide changes will not be reflected. All measurements are approximate.

19. Remote pre-auction viewing is available and encouraged. Special arrangements can be made to provide additional photos or scans by email. Consultants are available to provide detailed descriptions by phone prior to the final auction closing date. LCG cannot be responsible for the failure of any bidder to avail themselves to this option, and all sales are final once the hammer drops.

20. No retractions of bids are permitted. There is a multi-layer authentication system in place for the placing of bids. Once a bid has been placed, it may not be retracted.

21. ALL SALES ARE FINAL. No returns are accepted.

22. In no event will the liability of LCG exceed the purchase price paid for any lot. LCG SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, PROFITS, OR BUSINESS OF BIDDER OR ITS AGENTS, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, THE PURCHASE OF ANY ITEM OR FOR ANY FAILURE OF SELL ANY ITEM FOR ANY REASON, WHETHER OR NOT LCG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AMOUNT OF LCG'S CUMULATIVE LIABILITY FOR ANY LOSSES OR DAMAGES RECOVERABLE BY BIDDER WITH RESPECT TO AN ITEM WILL NOT EXCEED THE WINNING BID AMOUNT FOR THE ITEM.

23. LCG reserves the right to postpone or delay the auction, for a reasonable period of time, due to any significant, relevant event, which in the sole discretion of LCG, makes it inadvisable to hold the auction as scheduled, without recourse from any bidder or prospective bidder.

24. Payment is due within 14 days of notification of lots won. Notification and invoices will be sent by email. (Note: LCG does not send hard copies of invoices by mail unless requested in writing). In addition to being sent invoices by email, bidders may access their complete invoices (including shipping and insurance) online within 24 hours of the auction close by logging on to LCG's website and clicking "accounts" on the navigation bar. Please email or call to prearrange any other type of payment schedule, which if desired must be requested in writing prior to bidding and approved by LCG in writing. Any bidder who has not paid in full within 14 days of notification without having made prior arrangements for late payment may have future bidding privileges revoked. LCG accepts personal checks. Checks may be held until funds are collected, which can take 5-10 business days. LCG also accepts cashier's checks, certified checks, money orders, wire transfers, Zelle electronic payment, or Venmo electronic payment. These forms of payment are registered immediately, and shipment of items occurs as soon as possible, usually within several days. Paypal is NOT accepted. Credit cards are NOT accepted.

25. Title to any lot remains with the consignor or LCG and shall not pass to the successful bidder until the lot is paid for in full. All invoices must be paid in full before items from that invoice are shipped to the successful bidder unless other arrangements are made and agreed to in writing with LCG.

26. If a winning bidder does not honor his or her bid with payment in full within 14 days per the auction rules, then it is agreed that LCG is entitled to a payment of \$10 per day per lot from the non-paying winning bidder for storage and insurance of the unpaid lots until the matter is resolved, and that LCG may, in addition to asserting all remedies available by law, at its sole discretion, (i) sell the given item(s) to an underbidder (without notice to the non-paying bidder), (ii) reoffer the given lot(s) in a future auction, (iii) return the item to consignor upon consignor's request, (iv) purchase the item itself and make appropriate payment to consignor, or (v) hold the defaulting buyer liable for the entire purchase price. Regardless of the remedy selected by LCG, it is explicitly agreed that the non-paying winning bidder will remain responsible for any and all losses, damages, expenses and costs incurred by LCG, including, but not limited to, payment of the entire purchase price of the winning bid (or, if the item is sold to an underbidder or other person or entity, the difference between the winning bid and the ultimate sales price), costs incurred in the collection of the auction proceeds, costs incurred in re-selling the item(s) to an underbidder or other person or entity, costs incurred in reoffering the given lot(s) in future auctions, costs incurred in returning the item(s) to the consignor, and all costs incurred in pursuing payment from the non-winning bidder, including, but not limited to, attorneys' fees, courts costs and expenses. Non-paying bidders will have future bidding privileges revoked.

27. Any person participating in or who registers for the auction agrees to be bound by and accepts these Terms.

28. No third party may rely on any benefit of these Terms, and any rights established under these Terms are personal to the bidder and may not be assigned. Any item description statement made by LCG is a statement of opinion and does not constitute a warranty or representation. No employee of LCG may alter these Terms, and, unless authorized and signed by a principal of LCG, any alteration is null and void.

29. These Terms and Conditions are a contract under the internal laws of the State of Louisiana and shall for all purposes be governed by and construed in accordance with the laws of the State of Louisiana, without regard to any jurisdiction's principles of conflicts of law. Bidder hereby submits to the following as the exclusive venue for any action arising from or related to these Terms and Conditions: the Twenty-Second Judicial District Court for St. Tammany Parish, Louisiana. Bidder irrevocably waives, to the fullest extent permitted by applicable law, any objection that he may now or hereafter have to laying of the venue of any such proceedings brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. In the event LCG takes or maintains any action to enforce its rights hereunder and prevails thereafter, bidder shall reimburse LCG for its reasonable costs and expenses incurred, including, without limitation, attorneys' fees, court costs, and expenses.

30. If any part of these Terms shall be held unenforceable, the remainder of the Terms shall nevertheless remain in full force and effect and, to the extent permissible under applicable law, such unenforceable provision or provisions shall be deemed revised to the minimum extent possible to permit enforcement of such provision on terms as near as possible to such provision as originally drafted. LCG's failure to enforce any right provided herein or to which it is entitled at law or equity will not constitute a waiver of that right or of any other rights to which it is entitled.

31. Bidder acknowledges and agrees that the items are auctioned and sold without warranties or guarantees. LCG DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSE. LCG MAKES NO WARRANTY AS TO THE AUTHENTICITY OF THE ITEMS AND DISCLAIMS ALL LIABILITY FOR COUNTERFEIT ITEMS.

32. LCG shall not be liable for any delay or for any consequence of any delay in the holding of the auction or the delivery of any items, if such delay shall be due to acts of God, acts of terrorism, acts of a public enemy, changes in law, wars, floods, fires, storms, pandemics, outbreaks, strikes, lockouts, local or national emergencies, significant interruptions of transportation, freight embargoes or failures, exhaustion or unavailability on the open market of services necessary for the performance of any provision hereof, or the happening of any material and reasonably unforeseeable act, misfortune, or casualty by which performance hereunder is delayed or prevented. If any such delay occurs, then (unless the cause thereof shall frustrate or render impossible or illegal the performance under these Terms or shall otherwise discharge the same), LCG's period for performing its obligations shall be extended by such period (not limited to the length of the delay) as it may reasonably require to complete the performance of its obligation.

End of Terms and Conditions