

Silent Auction Rules and Requirements

Each bid participant unconditionally agrees to the following rules and requirements.

1. Interested persons must legibly and completely fill in a registration card to bid. Registration cards which are not completely filled in may be rejected. By submitting a bid, the bid participant represents that he/she is at least 18 years of age and has the funds to pay the amount bid in full and in good funds when due. The registration card may also contain other rules.

After completing a registration card, the bid participant will be assigned a bid number.

The registration card contains a space where the bid participant will insert the amount of the bid participant's initial bid. To place additional bids, see a representative at the Kingdom Customs tent in the Spectator Village. Any bid which is less than \$25,000 will be rejected.

2. Each subsequent bid must be higher than the posted high bid by at least \$1,000.
3. If bids are allowed to be submitted electronically (e-mail, text or FAX), neither Friends nor anyone else will be responsible for any technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or deleted computer or network transmissions of bids that are stolen, misdirected, lost, late, damaged or ineligible, which may prevent the ability to participate in the silent auction.
4. Payment in full in good funds (cashier's or certified check payable to the Friends of Hawaii Charities, Inc.) for the motorcycle must be made in full by 10:00 a.m. (HST) on January 25, 2011. If payment in full in good funds has not been made by that time and date, the high bid will be rejected and the next high bid will be declared the high bid. The sale of the motorcycle will be final and the high bidder cannot cancel the high bid for any reason when payment in full in good funds has been made.

The sale of the motorcycle by silent auction is subject to applicable federal, Hawaii and City and County of Honolulu laws. In addition to the high bid, the high bidder will be responsible to pay all taxes, fees, insurance and all other expenses, including shipping costs, license registration, transfer and title fees.

5. The high bidder can expect the completed motorcycle to be delivered within 3-4 months after the close of the auction. Changes to any components or requests for alterations to the motorcycle can be accommodated at an additional charge by dealing directly with Kingdom Customs.

If Kingdom Customs does not tender delivery of the motorcycle to the high bidder or if the motorcycle is unavailable for any reason within 300 calendar days following the close of the auction, Friends reserves the right to return the funds paid for the motorcycle in full without interest in full settlement of any claim or cause of action which the high bidder may have against Friends or anyone else.

6. Kingdom Customs is the manufacturer of the motorcycle. Friends is not making any express or implied representations or warranties including without limitation, implied warranties of merchantable quality and fitness and specifications of the motorcycle for any purpose.

PGA TOUR, Waialae Country Club, Sony Corporation and other sponsors of the Sony Open in Hawaii, including their respective employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, and consultants, are not involved in the silent auction or the sale of the motorcycle in any way.

The high bidder agrees to sign and deliver to Friends an agreement which releases and holds Friends, PGA TOUR, Waialae Country Club, Sony Corporation and other sponsors of the Sony Open in Hawaii, including their respective employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, and consultants, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the auction or resulting from acceptance, possession, or use of the motorcycle, including without limitation, any loss, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy.

7. The high bidder authorizes the use, without additional compensation of his or her name and/or likeness and/or voice/photograph for promotion and/or advertising purposes in any manner and in any medium (including without limitation, radio broadcasts, newspapers and other publications and in television or film releases, slides, videotape, distribution over the internet and picture data storage) which Kingdom Customs and Friends may deem appropriate.
8. In the event of a dispute, the President of the Friends will act as final authority.
9. By completing and submitting a registration card, each bid participant agrees to these procedures and rules and requirements and, in the event of a dispute, the decision of the President of the Friends.