

General Terms and Conditions for Live Bidding

1 July 2020

20/Doro-AuctionMob/Live Bidding

Auction Mobility – Live Auctions/Live Bidding

The following General Terms and Conditions for Live Bidding govern digital participation ('live bidding') in Dorotheum saleroom auctions. Our service enables registered users to participate actively and digitally ('live bidding') in selected saleroom auctions via a secure platform. Our live bidding service can be used free of charge.

Please note that the General Terms and Conditions for Live Bidding apply in addition to the following:

- [General Terms and Conditions of Sale](#)
- [Tariff of Charges for Auction Sales](#)
- [General Terms and Conditions - Auction Sales](#)

An overview of Dorotheum's General Terms and Conditions can be found on our [website](#). Further information on our company can be found in the [imprint](#) on our website. Information on data processing in connection with our live bidding service can also be found on our [website](#).

1.) Registration for 'live bidding'

1.1.) Our **auction calendar** on <https://www.dorotheum.com/de/aktuelle-auktionen/> shows whether one of our saleroom auctions is scheduled for our 'live bidding' service, as well as the day and the start time for the auction (time: CET or CEST).

1.2.) An individual interested in participating in one of our saleroom auctions via live bidding must **register** separately for each individual auction. An application for this must be submitted via our website, which we will examine in accordance with the statutory provisions and our compliance rules. The individual in question must provide the required information in full and truthfully, submitting valid proof of identity in digital form. If they pass this check, their account will be activated so they can participate via 'live bidding' in the auction requested by the individual in question. There is no legal claim to activation.

We reserve the right to reject applications for participation via 'live bidding' at our own discretion without stating reasons for this, as well as the right to revoke participation rights without stating reasons for this.

1.3.) Applications for participation via 'live bidding' can be submitted to us at any time. The closing date for registration is 24 hours before the start of the auction in question. We are not able to process late applications (less than 24 hours before the start of the auction) in time for the auction.

2.) Bidding in the 'live bidding room'

2.1.) After live bidding has been activated, the individual in question is entitled to participate in the corresponding saleroom auction as a bidder via 'live bidding'. For this purpose, the bidder will receive digital access to the **live bidding room** assigned to them, a password-protected area operated by an external contract processor. The [General Terms and Conditions - Auction Sales](#) apply to all bidders in the auction room as well as to bidders in the live bidding room. Bids are accepted by our auctioneer in the auction room, where live bidding bids are displayed.

2.2.) Bids submitted via live bidding are binding for the bidder and cannot be revoked, amended or withdrawn by the bidder. 'Live bidding' is not subject to the law on distance selling, with the right of revocation under distance selling law therefore not applicable. Bids submitted via live bidding are deemed to have been received by us as soon as we can access them.

2.3.) If the bidder's computer is registered in the live bidding room and a successful bid is sent from this computer to our live bidding auction, the registered bidder assumes **personal liability** for the payment of the purchase price, including the buyer's premium and all applicable taxes and other fees.

2.4.) Legally binding **bids** are **submitted** via live bidding by clicking the '*Bid*' button and then confirming the bid by clicking the '*Yes, confirm*' button.

2.5.) The next **bidding step** is displayed on the '*Bidding*' button for the sake of ease. The bidding step displayed for live bidders, and thus available to them, might not reflect the bid that will later be used by the auctioneer, as the auctioneer may deviate from the standard bidding steps at any time at their own discretion. While the auctioneer may, at their discretion, vary the bidding increments, live bidders cannot place a bid other than a full increment (i.e., they cannot initiate or bid a 'split bid').

2.6.) If bids other than live bidding bids are displayed during a saleroom auction, these bids will be shown as 'saleroom bids' on the computer screen of the bidder using live bidding.

'**Saleroom bids**' include all bids that originate from another live bidding room, from telephone bidders, from bidders in absentia (with a written purchase order) or from an independent broker. In the event of a tie between a live bidding offer and a 'saleroom bid', the 'saleroom bid' shall generally take precedence.

2.7.) The **sales documents** kept by the auctioneer and our clerk are considered absolute and final in all disputes. In the event of a discrepancy between the online records or messages provided by the bidder and the sales records kept by the auctioneer or our clerk, these sales records shall prevail.

2.8.) We reserve the right to refuse or revoke permission to participate in live bidding and to remove from the auction in question bids that we receive during the auction via live bidding. We also reserve the right to demand the submission of suitable documents relating to the identity and/or creditworthiness of the bidder (buyer) and to make the execution of the bid dependent on the submission of these documents, even after the bid has been accepted (conclusion of the sale).

3.) Disclaimer

3.1.) The execution of bids via live bidding is a free service. We accept no liability whatsoever for bids via live bidding reaching us or being able to be executed by us. We do not accept any liability for the non-execution of a live bid or for errors or omissions connected to this service.

3.2.) We are not responsible for errors and/or failures in connection with the submission and/or transmission of live bidding offers or for errors and/or failures in the execution of bids submitted via live bidding. This also includes, without limitation, errors or failures caused by:

- A loss of connection, whether with us, our external service provider or the bidder;
- Malfunctions or problems with the auction software and/or
- Malfunctions or problems with the bidder's Internet connection, computer or system.

4.) Hammer price and additional costs

The following are added to the hammer price (highest bid) for all items:

- Buyer's fee (premium)
- VAT
- Any right of resale fee (marked with a * in the catalogue)

5.) Payment and collection

5.1.) After the auction has ended and the bid has been accepted, you will either pay for the item that has been auctioned at the Dorotheum cash desk before taking receipt of the item, or by bank transfer after receipt of the invoice, depending on the payment method chosen.

5.2.) We are happy to accept cash payments, bank transfers or payment via ATM. Please note that credit cards and cheques are not accepted.

Cash payment/payment via ATM

After the auction, the invoice will be available under your name in the appropriate branch. Our branches' opening hours can be found in the branch overview.

Bank transfer

If you wish to pay for the auctioned item by bank transfer, please wait for your invoice to be sent out. Please state your name and the invoice number on the bank transfer, and transfer the purchase price, including any shipping costs, to the following account:

UniCredit Bank Austria

Account holder: Dorotheum GmbH & Co KG

Swift code: BKAUATWWXXX

IBAN: AT491200015012010000

Account number: 150 120 10000

Sort code: 12000

5.3.) You can collect your auctioned item from the branch where the auction in question took place. Upon request, we would be happy to send your item to you after receipt of payment. We will assist you in deciding on the best mode of transport (postal or courier service or forwarding agent) and commission the appropriate companies on your behalf. Of course, you are free to arrange shipping yourself.

Please note that shipping and packaging costs are not included in the purchase price and must be charged to the buyer separately.

The General Terms and Conditions - Auction Sales apply with regard to the **collection** of items purchased via live bidding.

6.) Data processing

6.1.) We process the personal data provided by the bidder for the purpose of fulfilling the contract, as well as for fulfilling legal obligations to which we are subject as an auction house. Information on data processing in connection with our live bidding service, including the storage period and the rights of the bidder as a data subject, can be found on our website.

6.2.) The bidder is not obliged to provide the personal data requested in the registration form for the live bidding service. If this data is not provided, we will not be able to provide our live bidding service.

6.3.) We use an external technical service provider in connection with our live bidding service, namely Auction Mobility LLC, a platform provider based in the USA, with which we have concluded a contract processing agreement (art. 28 GDPR). Auction Mobility LLC has signed EU standard contractual clauses for the transfer and processing of personal data. Auction Mobility receives transaction information via the live bidding room. Further information on Auction Mobility's privacy policy can be found at <https://www.auctionmobility.com/platform-privacy-policy/>.

6.4.) As soon as an individual has registered for a live bidding auction on our website and has electronically entered the live bidding room operated by Auction Mobility, the bidder's transactions made via live bidding, including their customer number, will be processed by Auction Mobility LLC. A cookie will be stored on the bidder's computer for this purpose; this cookie is required for technical purposes.