

THE GREG & WIRT CHARITY AUCTION INFORMATION, TERMS & CONDITIONS

PAYMENT OPTIONS

If you are the highest bidder, you will receive an email notification and payment link at the end of the auction.

Payments can be made by the following methods:

- Debit or credit card

DELIVERY

Delivery within mainland UK will be free of charge and can be arranged once payment has been received in full. Please allow up to seven working days to receive the auction lot.

If you require delivery outside of mainland UK, a quote can be provided for this and full payment for that fee must be made before it can be shipped.

Please check approximate shipping costs for an item of the lot's size and weight from Bristol, UK to your location (tracked and insured) before committing to bid. To confirm, **the winning bidder/buyer is responsible for shipping costs outside of mainland UK.**

If preferable, you can arrange your own collection/shipping quotes.

COLLECTION

Buyers wishing to collect their lot can do so from Bristol, UK, up to Sunday 30 November.

LOT/PUPPET INFORMATION

Lot one) GREG

This figure depicts Greg as seen in the 2024 stop-motion short *An Elephant Never Forgets*, celebrating the 10th anniversary of *Over the Garden Wall*.

Cast in resin from the original moulds, this sculpture replicates the wooden toy look of the short film. Greg is carrying his 'sticky' stick, including a leaf collected from the miniature forest set.

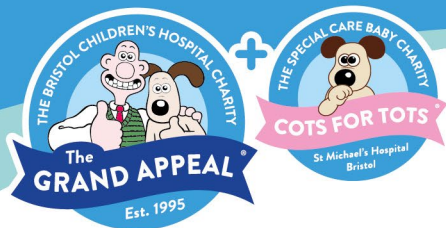
He's mounted on an oak display base and signed by *Over the Garden Wall* creator, Patrick McHale and *An Elephant Never Forgets* directors Mikey Please & Dan Ojari. Handcrafted by original puppet maker Joshua Flynn.

Height 15 cm

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Lot two) WIRT

This figure depicts Wirt, as seen in the 2024 stop-motion short *An Elephant Never Forgets*, celebrating the 10th anniversary of the *Over the Garden Wall*.

Cast in resin from original moulds, this sculpture replicates the wooden toy look of the short film.

Mounted on an oak display base and signed by *Over the Garden Wall* creator Patrick McHale and *An Elephant Never Forgets* directors Mikey Please & Dan Ojari. Crafted by original puppet maker Nathan Flynn.

Height 24 cm

CONDITION REPORT

All lots are in excellent new condition.

CONDITIONS OF BUSINESS

The nature of the relationship between The Grand Appeal (“The Charity” and “The Seller”) and Bidders, and the terms on which the auction is held, are set out below.

Bidders, as prospective purchasers, should pay particular attention to these Conditions.

1. Introduction

(a) A sale contract is made directly between The Grand Appeal and the Buyer.

2. Common Terms

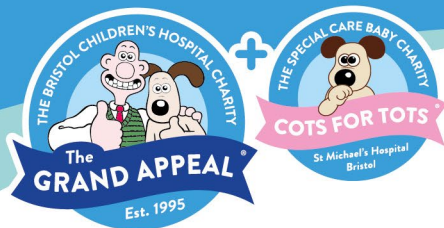
In these Conditions of Business:

- “Wirt & Greg Charity Auction” is a digital auction event managed by The Grand Appeal in collaboration with Aardman and Cartoon Network.
- “Bidder” is any person considering, making, or attempting to make a bid, by any means, and includes Buyers.
- “Buyer” is the person who makes the highest bid or the winning online bid during the digital auction.
- “Buyer’s Expenses” are any costs or expenses payable by the Buyer.
- “Winning bid” is the final highest bid placed on a lot by a bidder.

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- “Intellectual Property Rights” are any patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights to use and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, whether registered or unregistered, including all applications, rights to apply for or renew, extensions, and rights to claim priority from such rights, and all similar or equivalent rights which subsist now or in the future in any part of the world.
- “New Party” is any party to which the Buyer may pass the title of a lot.
- “Purchase Price” is the winning bid on a given lot.
- “Reserve” is the minimum purchase price at which the Seller has agreed to sell a lot.
- “Seller” is the person offering a lot for sale — in this context, The Charity, The Grand Appeal (Registered Charity No. 1043603, Registered Address: 30–32 Upper Maudlin Street, Bristol, BS2 8DJ).

3. Duties of Bidders and the Charity in Respect of Items for Sale

- (a) The lots have not been available for inspection by Bidders prior to the auction. It is the responsibility of the Bidder to satisfy themselves as to both the condition of the lot and the accuracy of its description.
- (b) All lots are offered as-is at the time of the auction. Images provided may not convey full information about the lot.
- (c) No representations or warranties are made by the Charity regarding whether a lot is subject to copyright or whether the Buyer acquires copyright in any lot.

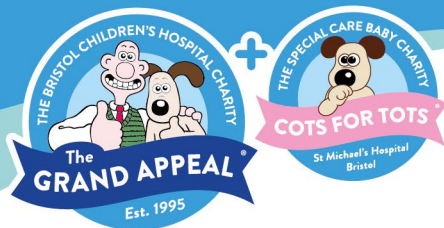
4. Exclusions and Limitations of Liability to Buyers

- (a) Subject to the matters in Condition 3, neither the Charity nor the Seller:
 - (i) is liable for errors or omissions in information provided, whether oral or written, negligent or otherwise;
 - (ii) gives any guarantee or warranty to Bidders, and any implied warranties or conditions are excluded (except where they cannot be excluded by law), other than the express warranties in Condition 3;
 - (iii) accepts responsibility for acts or omissions, negligent or otherwise, in connection with the auction or sale of lots.

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(b) Any claim against the Charity or Seller by a Bidder is limited to the Purchase Price of that lot. Neither the Charity nor the Seller shall be liable for consequential losses.

(c) Nothing in this Condition 4 excludes or limits the Charity's liability for:

- Fraudulent misrepresentation; or
- Death or personal injury caused by negligence.

5. Bidding at Auction

(a) Bidders act as principals unless authorised in writing to act as agents for another party. Bidders are personally liable for their bids, and jointly liable with any principal if bidding as an agent.

(b) Bidders must be over 18 years old at the time of bidding.

(c) Bidders must act in good faith and in the knowledge that they are permitting to enter a contract of sale with the seller when placing their bid.

(d) That contract of sale is final at the point that an entered bid becomes the winning bid on a given lot.

6. Conduct of the Auction

(a) Unless stated otherwise, all lots are offered subject to a Reserve.

(b) The contract between Buyer and Charity is concluded at the end of the online auction, at which point the winning bidder (Buyer) is liable to pay the Purchase Price.

7. Payment and Collection

(a) Payment obligations arise once the auction has finished and the winning bidder has been notified.

(b) Payment must be made immediately upon winning the lot in cleared funds, unless otherwise agreed in writing.

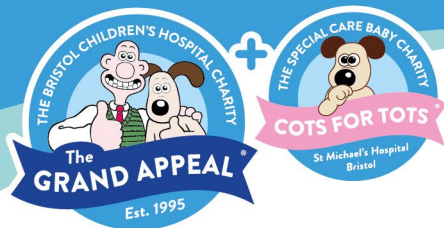
(c) Title passes only after cleared payment. Early release does not transfer title or affect payment obligations.

(d) Buyers are responsible for paying an additional fee for delivery of the lot to their address, if this is required.

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8. Failure to Pay

If payment is not received in full, the Charity may, without further notice:

- a. 1. Terminate the contract for breach;
- b. 2. Re-sell the lot after seven days' written notice;
- c. 3. Retain possession;
- d. 4. Remove/store the lot at Buyer's expense;
- e. 5. Take legal proceedings;
- f. 6. Charge interest at 5% above base rate from Lloyds Bank;
- g. 7. Repossess the lot;
- h. 8. Retain other property sold until payment;
- i. 9. On three months' notice, sell other property in possession to cover amounts owed;
- j. 10. Rescind contracts for other goods until debts cleared.

The Buyer indemnifies the Charity for all costs, losses, and interest arising from enforcement.

On any re-sale of the lot for whatever reason, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the lot, after the payment of all sums due to the Charity within 28 days of receipt of such monies by him or on his behalf.

9. Seller's Liability

- (a) The Seller is not liable for injury, loss, or damage after the auction ends.
- (b) The Seller is not liable for inaccuracies, estimates, or lack of conformity of lots.

The Charity will ensure lots are insured and securely stored while awaiting collection/delivery.

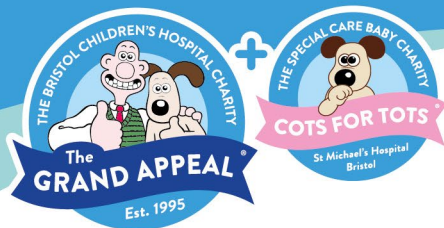
10. General

- (a) All images and auction materials are copyright of the Charity and/or Aardman and Cartoon Network.
- (b) If any provision is unenforceable, the remainder remains in full force.
- (c) Conditions are binding on Buyers' successors and representatives; no delay or omission by the Charity waives rights.

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11. Law and Jurisdiction

- (a) Governing Law: English law.
- (b) Jurisdiction: Courts of England have exclusive jurisdiction.
- (c) Service of Process: Bidders/Sellers consent to service by fax, personal service, mail, or other lawful means.

12. Restrictions on Use of Purchased Lots

- (a) The Buyer and any New Party shall not, directly or indirectly:
 - (i) Use the lot to further political, quasi-political, ideological or charitable objectives except in aid of The Grand Appeal (reg charity no 1043603);
 - (ii) Associate the lot with any political, quasi-political, ideological or charitable campaign other than The Grand Appeal;
 - (iii) Use the lot in a manner damaging to the Charity, its reputation, or that of Aardman Animations Ltd or The Cartoon Network, Inc.
- (b) The Buyer indemnifies the Charity against all losses (direct, indirect or consequential) loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses, suffered or incurred by The Grand Appeal arising from misuse by the Buyer, New Party, or third parties.

13. Intellectual Property Rights

The Buyer acknowledges and agrees that:

- (a) No intellectual property rights in the lot pass to the Buyer. All intellectual property rights will remain with Aardman Animations Ltd / The Cartoon Network, Inc.
- (b) No licences in respect of intellectual property rights are granted to the buyer as a result of the Buyer's purchase of the lot.
- (c) All goodwill associated with the lot belongs to Aardman Animations Ltd / The Cartoon Network, Inc – both at the time of the auction and after.

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