



GOING
Once

2020 GOING ONCE INFO PACK

Big Boys Toys | ASB Showgrounds

13-15 November 2020



BIG BOYS TOYS 2020

Roaring into the '20s

Big Boys Toys roared into New Zealand's cultural consciousness back in '97, with a quaint notion that Kiwi blokes and Kiwi brands want the same thing - face-to-face interaction and engagement. The symbiotic relationship between exhibitor and attendee is at the core of everything we do. It sounds simple, but Big Boys Toys is bigger than a brand; its a culture - one that has stood the test of time. Our philosophy of inclusiveness, authenticity and enthusiasm continues to strike a cord with Kiwis from Gore to Gisborne. The Showgrounds has become a shrine to all things loud, fast and fun with thousands of Kiwis making the pilgrimage every year.



THE SPEEDSHOW 2020

The Speedshow has forged its way into the hearts and minds of Kiwi petrol heads over the last 13 years. In 2020 The Speedshow will become the automotive arm of Big Boys Toys and will bring with it the signature Action Arena. Two shows for the price of one offers outstanding value for sponsors, exhibitors and attendees. Attendees will get more, high-quality exhibitors, and sponsors and exhibitors will see record attendance. A crowd of 30,000 is forecasted to be drawn to the show by a dynamic entertainment schedule and outstanding features which have been the hallmark of Big Boys Toys for the past 20 years.



CLASSIC CAR AUCTION

Going Once

Both Big Boys Toys and The Speedshow have always prided themselves on displaying some of the finest collector cars in the country. For the first time in a combined 34-year history we are going to offer attendees the chance to purchase these cars at Going Once - Big Boys Toys' brand new auction house. With the merger of Big Boys Toys and The Speedshow we will and have the attention of Kiwi car enthusiasts captured. With a bigger, better and a more elevated combined offering we are forecasting record-breaking attendance for the 2020 event and as the old mantra goes, the sellers go where the buyers are and the buyers go where the sellers are.

KEY INFORMATION

LOCATION ASB Show Grounds. The Logan Campbell Centre

DATES Photos and pre-purchase inspections *11-12 October*

Grooming *Thursday 12th from 9am*

Previewing *Thursday 12th from 5pm*

Display *13-15 November*

Auction *3pm 15 November*

ENTRY Limited to 25 vehicles ranging in value from \$50,000-\$300,000.

Total Value Anticipated to be in excess of \$2million.

FEES Entry fee \$299.00 (Includes photography, grooming and PPI)

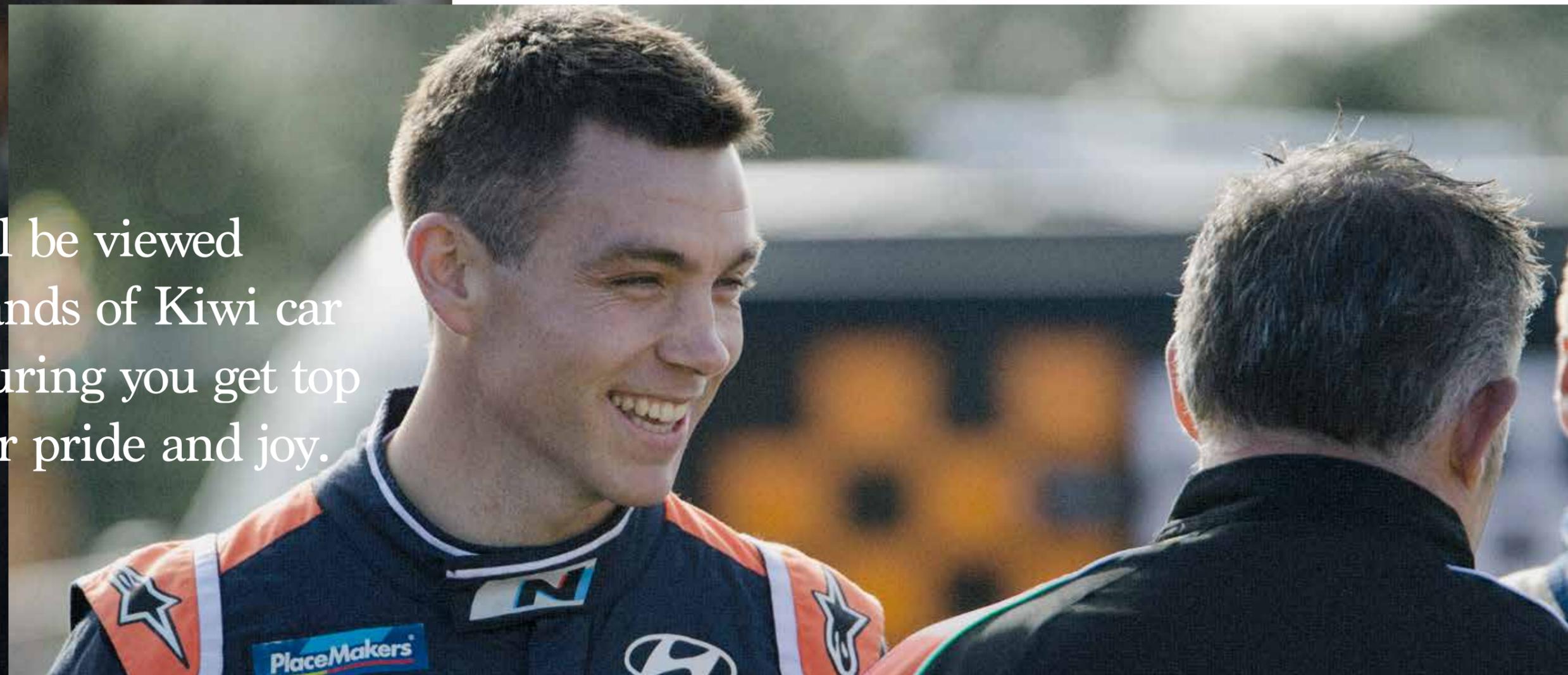
Seller fee 10% of sale value | Buyer fee 5% of sale value

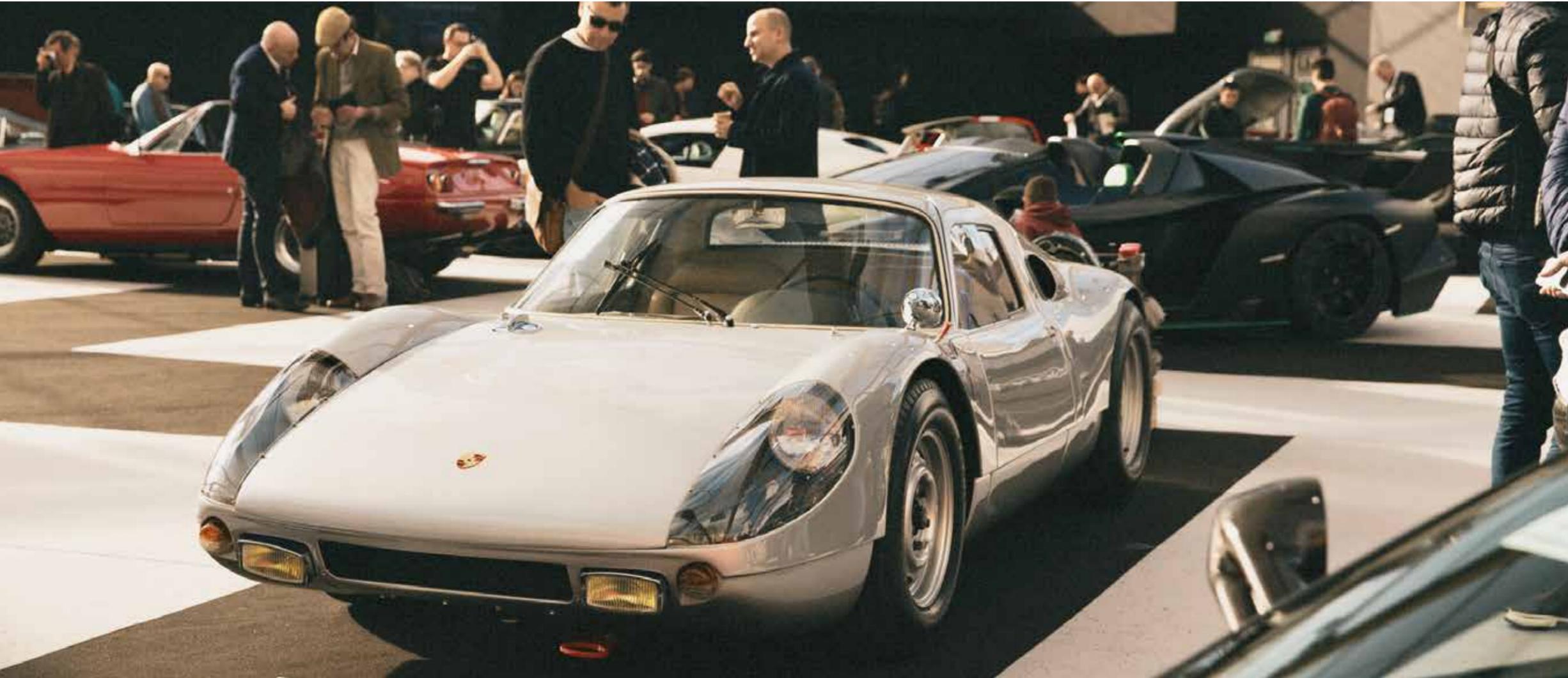
Seller to pay any applicable GST.

PRE-MARKETING The vehicle cannot be publicly marketed by the

vendor for a period of 60 days preceding the auction.

Your vehicle will be viewed
tens of thousands of Kiwi car
enthusiasts, ensuring you get top
dollar for your pride and joy.





BENEFITS

PHOTOGRAPHY 10 images shot and edited by Logan West Photography

GROOMING Full exterior/interior groom

PPI Pre-purchase inspection

PASSES 3 Day Big Boys Toys Pass, VIP evening pass

TOTAL VALUE \$999.00

MARKETING Going once will be included as a part of our \$500,000.00 integrated campaign This includes; digital outdoor billboards, radio, print (The NZ Herald/Driven, Classic Car, NZV8), social media (40,000+ followers), EDM (10,000+ recipients) and direct mail to classic car clubs and partners.

SHOW ATTENDEES We are forecasting 30,000 + car enthusiast to attend the combined 2020 event.

VALUE Our unmatched marketing spend combined with our loyal attendee fan base means your vehicle will be viewed by tens of thousands of Kiwi car enthusiasts, ensuring you get top dollar for your pride and joy.



AUTHORITY TO SELL

Auction: Going Once Auction Date: 15/11/2020 3.00PM

VENDOR DETAILS

Name:

Address:

Contact Number:

Contact Email:

Reserve Price:

Odometer:

Owners:

Colour:

Chassis No:

Engine No:

Features/Description:

VENDORS SIGNATURE:

PRINT NAME:

WITNESS:

VEHICLE DETAILS:

Plate/Rego:

Year:

Make:

Model:

Sub Model:

CC:

WOF Expiry Date:

REGO Expiry Date:

PAYMENT NAME(S)

1 Name

1 Address

1 Amount

2 Name

2 Address

2 Amount

DATE:

SCHEDULE OF FEES (EX GST):

Sellers Fees 10%

Buyers Fees 5%

Groom/Photography/PPI

Fees: \$299.00

Withdrawal Fees:

> 30 Days from auction 5%

< 30 Days from auction 10%

TERMS & CONDITIONS

BBT Vendor Terms & Conditions

1. DEFINITIONS

1.1 In these terms the definitions on any page attached to these terms will apply in addition to the following definitions unless the context otherwise requires:

Auction means the sale of Goods by public auction carried out by a BBT auctioneer.

Buyer Claim has the meaning set out in the Buyer Terms applicable to Buyers.

Fees mean the amounts payable to BBT for the Services which are set out in the Services and Fee Schedule.

Goods mean personal property which the Vendor has authorised BBT to sell in accordance with these terms.

In Trade means whether the Vendor of the goods is selling the goods in trade as a supplier (within the meaning of the Consumer Guarantees Act 1993).

Security Interest(s) means a security interest which is registered on the Personal Property Securities Register under the Personal Property Securities Act 1999.

Services means the services set out in the Services and Fee Schedule which relate to the marketing and offer to sell Goods by public auction conducted by BBT.

Services and Fee Schedule means the schedule of services and the price of those services offered by BBT to Vendors. Vehicle(s) means any motor vehicle(s) which is part of the Goods.

2. APPOINTMENT

2.1 Appointment: The Vendor appoints BBT as its agent to do all things on behalf of the Vendor that BBT considers

necessary to market, sell and transfer title to the Goods including without limitation:

(a) store, inspect, and market the Goods for sale using the Services;

(b) to request a settlement amount from any person having Security Interest in the Goods;

(c) publish and/or announce at any time prior to offering the Goods for sale

(d) to sell the Goods for the Vendor on the Auction Terms of BBT

(e) collect proceeds from the sale of Goods, pay any settlement amount required to discharge a Security Interest over the Goods along with Fees due to BBT and transfer ownership of Goods to the buyer.

(f) respond to, negotiate and settle any Buyer Claim as the Vendor's agent and in the manner set out in the Buyer Terms.

2.2 Sale: The sale of Goods represents an agreement between the Vendor and buyer on the Auction Terms or Buy Now Terms or Tender Terms.

2.3 Buyer Default: BBT will not be obliged to take any action against a Buyer to enforce the agreement between the Vendor and Buyer.

2.4 Buyer Inquiries: The Vendor agrees to refer to BBT all inquiries from prospective buyers who may have become aware of the Goods as a result of BBT's marketing of the Goods and agrees not to deal direct with such buyers.

3. RESERVE PRICE AND MANNER OF SALE

3.1 Reserve Price: The Vendor acknowledges and agrees that the Auction Reserve Price was set by the Vendor in reliance on his/her or its own judgment and not in reliance on any statements, warranties or representations made to the Vendor or to any other person by or on behalf of BBT. All express, implied or other representations and warranties of BBT in relation to the Auction Reserve Price and Buy Now Reserve Price are expressly excluded to the maximum extent permitted by law.

3.2 Auction Reserve Price: If an Auction Reserve Price is specified for any Goods then the Vendor authorises BBT to sell the Goods by Auction at any price equal to or greater than the Auction Reserve Price on the Auction Terms.

3.3 Goods Fail to Sell at Auction: If any Goods fail to sell at Auction:

(a) before the end of the first working day following the day of the auction the Vendor authorises BBT to accept any offer which is at least equal to the Auction Reserve Price from a person who participated in the auction, in which case the sale shall be a sale on the Auction Terms; or

(b) after the end of the first working day following the day of the auction the Vendor authorises BBT to accept any offer

which is at least equal to the Auction Reserve Price, in which case the sale shall be a sale on the Buy Now Terms and the Auction Reserve Price is deemed to be the Buy Now Reserve Price.

4. RISK, STORAGE AND VEHICLE USE

4.1 Risk: Goods which BBT has accepted for sale are at the sole risk of the Vendor.

4.2 Vehicle Use: The Vendor acknowledges and agrees that potential buyers may examine or test drive the Vehicle.

4.3 Vehicle Delivery: The Vendor is responsible for delivering the vehicle to the auction site on Thursday 12/11/2020 and should the vehicle not sell the vendor is responsible for removing the vehicle on Monday 16/11/2020.

5. BBT ANNOUNCEMENTS AT SALE

5.1 In Trade Status: BBT shall display, announce or publish the Vendor's In Trade status when the Goods are offered for sale.

5.2 Failure to Disclose In Trade Status: If the Vendor fails to complete the In Trade disclosure, BBT may in its absolute discretion:

(a) withdraw the Goods from sale; or

(b) offer the Goods for sale on the basis that the Vendor has agreed that the statutory warranties and guarantees set out in the Consumer Guarantees Act which would apply if the Vendor was In Trade are incorporated in the Auction Terms even if the Vendor is not In Trade.

5.3 Other Announcements: Where Goods are offered for sale by:

(a) auction carried out by a BBT auctioneer, BBT shall display, announce or publish to auction participants whether or not there is a reserve price, that only a BBT auctioneer may make vendor bids and that the auctioneer will not make vendor bids equal to or above any reserve price;

6. FEES

6.1 Costs: Where the Goods are accepted by BBT and offered for sale using any of the Services BBT:

(a) will charge the Vendor the commission specified in the Services and Fee Schedule;

(b) may charge the buyer the buyer's fees set out in the Services and Fee Schedule;

(c) may add a margin and sell other products with the Goods.

6.2 Other Services: BBT may carry out additional services specified by the Vendor on the terms set out in the Services and Fee Schedule.

6.3 Payment: The Vendor shall pay the Fees at the time specified in the Services and Fee Schedule and to the extent Fees are unpaid BBT shall deduct those Fees from the proceeds of sale.

6.4 Withdrawal Fee: Where a Vendor withdraws any Goods the Vendor shall pay BBT the withdrawal fee specified in the Services and Fee Schedule.

6.5 No Sale: In the event that any Goods are not sold, the Vendor must pay all Fees due to BBT prior to collecting the Goods.

7. VENDOR COVENANTS AND WARRANTIES

7.1 Vendor Warranties: The Vendor represents and warrants to BBT that:

(a) the Vendors "In Trade" or "Not in Trade" status advised to BBT is true and correct and has been determined solely by the Vendor in accordance with the provisions of the Consumer Guarantees Act 1993 and Fair Trading Act 1986;

(b) the Vendor has disclosed to BBT all information concerning the nature of the Vendor and the context in which the Vendor supplies the Goods, for example whether the Vendor has used the goods itself or has/had not had possession of the Goods.

7.2 Goods Warranties: The Vendor represents and warrants to BBT that:

(a) the Vendor is the legal Vendor of the Goods or has the authority of the legal Vendor to sell the Goods;

(b) the Goods are not liable to be seized or forfeited to any person and that all securities and monies owed against the Goods and that all registered or unregistered Security Interests have been disclosed in writing to BBT. The Vendor

authorises BBT to obtain settlement figures where any Goods are subject to a Security Interest:

(c) all details of the Goods provided by the Vendor are true and correct and that the information provided to BBT for the purpose of display on the vehicle consumer information notice is true and correct and that the odometer reading on the Vehicle is accurate;

(d) the Vendor has disclosed to BBT all information concerning the Goods which might be relevant to a buyer. Relevant information to a buyer which the Vendor must disclose to BBT includes ownership records, details of any mechanical fault in the Vehicle, details of any accident, water or other damage to the vehicle notwithstanding the repair or replacement of the damaged part of the Vehicle, any chassis repair and/or whether the Vehicle has ever been an insurance write off;

(e) the Vendor warrants that he/she has not publicly marketed the car for sale within a 2 month period preceding the auction;

(f) if the Goods are subject to road user charges, that all charges are paid up to date at time of sale.

7.3 Warranties Deemed Repeated: The Vendor is deemed to repeat the warranties, representations and covenants in clause 7 at the time the Goods are unconditionally sold.

8. SALE PROCEEDS

8.1 Deductions: The Vendor irrevocably authorises and directs BBT to pay the proceeds of the sale in the following order:

(a) any amount required to discharge any Security Interest or other amount owing in respect of the Goods;

(b) Fees invoiced by BBT and any costs which BBT are authorised to charge the Vendor under these terms, for example fees for other services;

(c) outstanding road user charges, if any, and any tax, including GST, which BBT is required to account for to any authorised person;

(d) any other monies owing by the Vendor to BBT;

(e) any claims relating to the Goods of the type referred to in clause 8.4; and

(f) subject to clause 8.3, the balance to the Vendor or as the Vendor directs in writing.

8.2 Accounting and Payment: Subject to clause 8.3 BBT shall deliver to the Vendor a statement setting out the amounts referred to in clause 8.1 and pay to the Vendor the balance of proceeds of sale referred to in clause 8.1(f) no later than the 10th working day after the sale.

8.3 In Trade Vendor: Where the vendor is In Trade or is selling goods other than goods of a kind ordinarily acquired for personal, domestic, or household use or consumption, the Vendor agrees:

(a) that section 36ZF(1) of the Fair Trading Act 1986 shall have no application and to exclude its entitlements under section 36ZF(2) Fair Trading Act 1986 to an statement of account and payment in accordance with the statutory timeframes; and

(b) BBT may withhold payment of any proceeds of sale until BBT reasonably considers that no amounts are due or likely to be due under clauses 8.1(a) to 8.1(d).

8.4 Buyer Claims: Where BBT receives any Buyer Claim or reasonably anticipates a Buyer Claim may be made, or reasonably anticipates any claim may be made against BBT in relation to the sale of the Goods, the Vendor irrevocably appoints BBT as its attorney to:

(a) to hold the proceeds of sale until BBT is satisfied any claim is resolved;

(b) provide the Vendors name, date of birth, address and any other contact details to the buyer so the buyer can pursue the claim directly against the Vendor; or

(c) consider, negotiate and accept any claim for the Vendor;

(d) resell the Goods and apply the proceeds on account of any amount paid by BBT without releasing the Vendor from its obligations under these terms

8.5 Claim Management and Costs: BBT may notify the Vendor of all Buyer Claims and while BBT may involve the Vendor in the resolution of any Buyer Claim, BBT will have the absolute right to resolve any claim in any manner BBT sees fit. If BBT incurs any third party cost in resolving a claim, including the cost of purchasing goods or services to resolve or remedy any claim, or incurs legal costs which relate to a claim, BBT will provide the Vendor with full details of those costs and the Vendor shall immediately pay the costs to BBT or BBT shall deduct those costs from proceeds held for the Vendor.

9. INDEMNITY AND EXCLUSION OF LIABILITY

9.1 General Indemnity: The Vendor shall at all times hold BBT harmless and indemnify BBT in respect of all payments made by BBT, damages or penalties imposed on BBT and costs incurred by BBT in relation to any Buyer Claim or other claims made by any person in relation to the services provided under these terms or the sale of any Goods, whether BBT is legally liable or not, and includes a breach by any person of the Consumer Guarantees Act 1993, Fair Trading Act 1986, any applicable consumer law or standard, the Motor Vehicle Sales Act 2003 or any other law or regulation whatsoever, and any failure by the Vendor to provide correct information to BBT, and in relation to the sale of a Vehicle, includes any breach of the warranties and any statutory warranties, conditions or guarantees by any person.

9.2 Buyer Acts: BBT will not be responsible for any delay, breach or non-performance by a buyer.

9.3 Exclusion of Liability: BBT shall have no liability to the Vendor including any for any consequential losses of any kind, if any Goods are not sold, in relation to marketing the Goods or for settlement by BBT of any Buyer Claim.

9.4 Maximum Liability: BBT's maximum aggregate liability to the Vendor in any circumstances is limited to the amount paid by the Vendor to BBT for the Services. BBT Vendor Terms & Conditions Effective 18 June 2014

9.5 No Contracting Out: Subject to clause 9.6, where the Consumer Guarantees Act 1993 applies nothing in these Terms shall contract out of or shall limit the application of that Act.

9.6 In Trade Vendor: Where the Vendor is in Trade, the Vendor and BBT agree to contract out of the Consumer Guarantees Act 1993 and sections 9 (Misleading and deceptive conduct generally), 12A (unsubstantiated representations), and 13 (False or misleading representations) of the Fair Trading Act 1986.

9.7 Contracting Out: Where the Buyer is In Trade and has agreed to contract out of the Consumer Guarantees Act 1993 and relevant provisions of the Fair Trading Act 1986 (Acts) BBT shall endeavor to contract out of those Acts for the benefit of the Vendor and BBT. The Vendor acknowledges that the effectiveness of contracting out of the Acts is subject to compliance with statutory tests including that it is fair and reasonable that the buyer is bound by those terms. BBT make no representations or warranties as to the validity or effectiveness of contracting out the Acts.

9.8 Variations: The Vendor may request that BBT vary any of these Terms, including the limitations of liability, exclusions of liability and provisions contracting out of the Consumer Guarantees Act 1993 and Fair Trading Act 1986. Variations to the Terms shall only be effective if the variation is authorised by BBT in writing at the same time these Terms are entered into with the Vendor.

10. TERMINATION

10.1 BBT may in its absolute discretion terminate this agreement immediately at any time, with or without cause, whether before or after any services have been provided. On termination, subject to the Vendor paying all amounts due to BBT, BBT shall make the Goods available for collection by the Vendor at the Vendors cost.

11. GENERAL

11.1 Set off: BBT may set off amounts owed to the Vendor against monies owed by BBT to the Vendor.

11.2 Privity: For the avoidance of doubt any clauses which are for the benefit of BBT are also intended to be for the benefit of subsidiaries of BBT. BBT's contractors, employees, agents and assignees and the provisions of the Contracts (Privity) Act 1982 apply accordingly.

11.3 Electronic Messages: The Vendor acknowledges and agrees that BBT may store personal information and provide the Vendor with unsolicited electronic messages on the terms published on BBT's website at www.bigboystoys.co.nz, available from any of BBT's premises or will be made available by mail on request.

11.4 Costs: BBT may recover from the Vendor any and all costs incurred by BBT in enforcing the provisions of these terms, including debt collection costs and any legal costs as between solicitor and client on an indemnity basis.

11.5 Entire Agreement: This agreement constitutes the entire agreement between the parties.

Issue Date: July 2020

THANK YOU.

BIG BOYS
TOYS

