

# SMOKE CAPITAL

## Auction Terms and Conditions

*FIFA World Cup Opening Night · 11 June – 19 July 2026 · SMOKE Capital, Hazelwood*

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### 1. THE AUCTION

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1. SMOKE Capital (Pty) Ltd ('SMOKE Capital') is hosting an auction commencing with a live event on 11 June 2026 at SMOKE Capital, Hazelwood, Pretoria ('the Auction').
2. The live auction on 11 June 2026 will be conducted by an MC/Auctioneer appointed by SMOKE Capital and establishes the opening bid for the lot.
3. Following the opening night, bidding remains open in person at SMOKE Capital until 19 July 2026, subject to clause 1.4.
4. SMOKE Capital reserves the right to close bidding at any time prior to 19 July 2026 with 48 hours' notice.
5. The lot on offer is one (1) authentic Adidas football boot, signed by Lionel Messi, accompanied by a certificate of authenticity ('the Item').
6. SMOKE Capital reserves the right to withdraw the Item from auction at any time prior to the close of bidding.

### 2. BIDDING

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7. Participation in the Auction constitutes acceptance of these terms and conditions in full.
8. All bids must be made in South African Rand (ZAR).
9. Following the opening night, all bids must be placed in person at SMOKE Capital. Bids submitted via any other channel — including telephone, email, or social media — will not be accepted.
10. Each subsequent bid must be strictly higher than the current highest recorded bid. SMOKE Capital will verify this before accepting a standing bid.
11. Standing bids are recorded by completing and signing a Standing Bid Form in the presence of a SMOKE Capital representative.
12. A bid is binding from the moment it is signed and accepted by SMOKE Capital.
13. In the event of a dispute regarding any bid, SMOKE Capital's decision is final and binding.
14. SMOKE Capital reserves the right to refuse any bid at its sole discretion.

### 3. VIEWING

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15. The Item is not on public display. Prospective bidders wishing to view the Item prior to placing a bid may request a private viewing by appointment with SMOKE Capital management.
16. By placing a bid, the bidder confirms satisfaction with the condition of the Item, whether or not a viewing was requested.

### 4. CLOSE OF BIDDING AND PAYMENT

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17. Bidding closes at the end of 19 July 2026, or earlier at SMOKE Capital's discretion with 48 hours' notice.
18. The person holding the highest signed bid at close will be contacted by SMOKE Capital within 48 hours.

19. The winning bidder must make full payment within 48 hours of being contacted. Accepted methods are cash, card, or EFT. Where payment is made by EFT, proof of payment must be provided before the Item is released.
20. Should the winning bidder fail to complete payment within the required period, SMOKE Capital reserves the right to offer the Item to the next highest signed bidder without further obligation to the original winner.
21. The Item will not be released until full payment has been received and confirmed.

## **5. CONDITION AND AUTHENTICITY**

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22. The Item is sold as a collector's item and is accompanied by a certificate of authenticity.
23. The Item is sold in its current, as-is condition. SMOKE Capital makes no representations or warranties beyond the certificate of authenticity provided.
24. SMOKE Capital acts as auctioneer and agent only and bears no liability for any defect, damage, or issue discovered after the Item has been released to the winning bidder.

## **6. ALL SALES FINAL**

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25. All sales are final. No refunds, exchanges, or returns will be accepted once the Item has been released to the winning bidder.
26. The winning bidder accepts full responsibility for the Item upon taking possession.

## **7. LIABILITY**

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27. SMOKE Capital, its directors, employees, and agents shall not be liable for any loss, damage, or expense arising from participation in the Auction or from ownership of the Item following sale.
28. SMOKE Capital's total liability, if any, shall not exceed the amount paid by the winning bidder.

## **8. PERSONAL INFORMATION**

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29. Personal information collected from bidders will be used solely for the purpose of administering the Auction and completing the transaction.
30. SMOKE Capital processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).
31. Personal information will not be shared with third parties without consent, except where required by law.

## **9. GOVERNING LAW**

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32. These terms and conditions are governed by the laws of the Republic of South Africa.
33. Any dispute arising from these terms shall be subject to the jurisdiction of the courts of the Republic of South Africa.