What Joy. What Fun. What Ability. Christmas Auction – Terms and Conditions

Key terms at a glance

- The auction is run by What Ability Foundation Limited to raise funds for inclusive experiences for people living with disability and their families.
- You must be 18 or over and registered on GalaBid to bid.
- Every bid is a binding offer to buy. If you are the highest bidder when the auction closes, you must pay for the prize.
- The auction closes at 5:00pm AEDT on Tuesday 15 December 2026 (4:00pm AEST in Queensland, 2:00pm AWST in Western Australia). The GalaBid clock is the official clock.
- Winners pay through GalaBid within 48 hours of close. A mandatory A$2 service fee is added at checkout.
- Most prizes are vouchers or experiences supplied by our generous partners. Bookings depend on availability, and each partner's own terms apply.
- New prizes will be added during the campaign as Joy Drops. These terms apply to them too.
- Winning bids are generally not tax deductible. Separate donations of A$2 or more are tax deductible.
- There are no cash alternatives, and refunds are not given except where the law requires.

1. About the auction

1.1 The What Joy. What Fun. What Ability. Christmas Silent Auction (the Auction) is run by What Ability Foundation Limited, ABN 37 650 268 385 (the Foundation, we, us, our).
1.2 The Auction is held online through the GalaBid platform at app.galabid.com/wafoundation. GalaBid's own terms of use and privacy policy also apply when you use the platform.
1.3 All net funds raised help the Foundation unlock inclusive experiences for people living with disability and their families.
1.4 By registering, bidding or donating, you agree to these Terms and Conditions (Terms).

2. Auction period

2.1 The Auction opens at 12:00pm (AEDT) on Friday 20 November 2026 and closes at 5:00pm AEDT on Tuesday 15 December 2026 (the Closing Time). The Closing Time is equivalent to 4:00pm AEST in Queensland and 2:00pm AWST in Western Australia, unless we change these times under clause 13.
2.2 Unless we say otherwise on the prize listing, all prizes close at the Closing Time. If a prize has its own closing time, that time applies to that prize.
2.3 The time shown on the GalaBid platform is the official time for the Auction.

3. Who can bid

3.1 To bid, you must:

(a) be 18 years or older;

(b) register an account on GalaBid with accurate name, email, mobile and payment details; and

(c) be able to use or redeem the prize in the location described in the listing.

3.2 You may bid on behalf of a business or organisation if you are authorised to do so. That business or organisation is then bound by these Terms.

3.3 Foundation staff, Board members and Advisory Board members may bid. Staff directly involved in managing the Auction may not bid.

3.4 We may refuse or cancel any registration or bid we reasonably believe is fraudulent, made in bad faith or in breach of these Terms.

4. Bidding

4.1 Each prize has an opening bid and a minimum bid increment, both shown on GalaBid.

4.2 Every bid is a binding offer to buy the prize at the amount bid. Bids cannot be withdrawn once placed, except at our discretion.

4.3 If GalaBid offers a maximum bid (proxy bid) feature, the platform will bid for you automatically up to your maximum, using the smallest increment needed to keep you in the lead.

4.4 If two bids for the same amount are received, the bid recorded first by GalaBid wins.

4.5 Bid amounts are in Australian dollars and include GST where it applies.

4.6 You are responsible for watching your bids. Outbid notifications are a convenience only. We are not responsible if a notification is delayed or not received.

4.7 Some prizes may have a reserve price. If bidding does not reach the reserve, we may choose not to sell that prize, or offer it to the highest bidder at their bid.

4.8 Some prizes may have a "Buy Now" price. Buying at that price ends bidding on that prize immediately.

5. Winning bidders and payment

5.1 The highest valid bid recorded by GalaBid at the Closing Time wins the prize (Winning Bidder).

5.2 We will notify Winning Bidders by email and/or SMS within 24 hours of the Closing Time.

5.3 Winning Bidders must pay the full winning bid, plus the A$2 GalaBid service fee, through GalaBid within 48 hours of being notified. If you saved a payment card when you registered, it may be charged automatically when the Auction closes.

5.4 If a Winning Bidder does not pay on time, we may cancel the sale and offer the prize to the next-highest bidder, re-list it, or withdraw it.

5.5 Ownership of the prize passes to the Winning Bidder only once payment is received in full.

5.6 We will issue a receipt for every payment.

(c) we strongly recommend appropriate travel insurance.

6. Prize delivery and collection

6.1 Once payment is received, we will arrange delivery of the prize, voucher or booking details within 5 business days. We aim to have prizes with Winning Bidders before Christmas. We cannot guarantee this where a partner supplies the prize directly or delivery is outside our control.

6.2 Digital vouchers will be emailed. Physical items, such as signed memorabilia, can be collected free of charge from a What Ability office in Queensland, New South Wales, Victoria or Western Australia, by appointment. Alternatively, they can be posted to an Australian address at the Winning Bidder's cost. The Winning Bidder chooses the postage service, such as standard, express, tracked or insured.

6.2A If you choose postage, you are responsible for the cost of the postage service you select. Risk in the item passes to you when it is handed to the carrier. If you decline insured postage, the Foundation is not responsible for loss or damage in transit, subject to clause 12.2.

6.3 Please check your prize when you receive it and contact us within 7 days if something is wrong.

6.4 If a prize cannot be delivered because the Winning Bidder's details are wrong or they cannot be contacted after reasonable attempts within 30 days, we may cancel the sale. In that case, we will refund the amount paid less any costs already incurred.

7. Prize conditions

7.1 Prizes are generously donated by third-party businesses and supporters (Prize Partners). Unless the listing says otherwise, the Prize Partner provides the experience, product or service, not the Foundation.

7.2 Each prize is subject to the description on GalaBid and to the Prize Partner's own terms and conditions. This includes booking requirements, availability, blackout dates, cancellation policies and expiry dates. Please read each listing carefully before bidding.

7.3 Unless the listing says otherwise:

(a) bookings depend on availability and must be made directly with the Prize Partner;

(b) prizes must be used by the expiry date shown on the voucher or listing;

(c) prizes are not redeemable for cash and cannot be exchanged;

(d) prizes may be transferred or given as a gift. The person using the prize must meet any eligibility conditions; and

(e) any costs not listed as included are not included. For example, travel to and from the venue, meals, transfers, upgrades, insurance and personal expenses.

7.4 Travel and accommodation prizes (for example Bali, Port Douglas, Cable Beach, Fremantle and Mystery Flights):

(a) flights, transfers and travel insurance are not included unless stated;

(b) travellers are responsible for valid passports, visas and any entry or health requirements; and

(c) we strongly recommend appropriate travel insurance.

7.5 Driving, flying and adventure experiences (for example the supercar drives, helicopter flight, flight simulator and indoor skydiving):
(a) participants may need to meet age, height, weight, health, fitness or licence requirements set by the Prize Partner (for example a current driver's licence for driving experiences);
(b) participants may be asked to sign the Prize Partner's waiver or safety terms; and
(c) experiences may be rescheduled because of weather, safety or operational reasons, according to the Prize Partner's policies.
7.6 Sporting and event experiences (for example Manly Sea Eagles and Sydney 500 Supercars) depend on the relevant event, fixture, venue and team. Dates, times and access may change because of fixture changes, weather or other circumstances outside our control.
7.7 Signed memorabilia (for example the Essendon guernseys and Wallabies ball) is supplied as provided by the Prize Partner or club. We do not independently authenticate signatures. Any certificate of authenticity will be included where the donor provides one.
7.8 Any prize that includes alcohol can only be redeemed by a person aged 18 or over, and responsible service of alcohol laws apply.
7.9 Accessibility: We encourage Winning Bidders with access requirements to contact the Prize Partner, or speak to us, before booking. We are happy to help where we can. Some experiences have physical requirements set by the Prize Partner that we cannot change.
7.10 Any prize value shown is an estimate provided by the Prize Partner. It is not a valuation or guarantee by the Foundation.

8. Joy Drops
8.1 We will add new prizes to the Auction during the campaign as Joy Drops. Joy Drop prizes are announced through our channels and listed on GalaBid.
8.2 These Terms apply to all Joy Drop prizes. Joy Drop prizes may have different opening bids, increments or closing times, which will be shown on their listings.

9. Changes to prizes
9.1 We take care to describe prizes accurately, but details come from Prize Partners and may change.
9.2 If a Prize Partner cannot provide a prize, or a prize changes significantly after the Auction closes, we will try to offer a substitute of similar value. If you do not accept the substitute, or no substitute is available, we will refund the amount you paid.
9.3 We may withdraw a prize from the Auction at any time before the Closing Time.

10. Donations
10.1 You can make a donation through the Donate option on GalaBid at any time, without bidding.
10.2 The Foundation is endorsed as a Deductible Gift Recipient (DGR) by the Australian Taxation Office. Donations of A$2 or more, where you receive nothing in return, are tax deductible. A tax receipt will be issued.

11. Tax

11.1 Paying for a prize at a charity auction is generally a purchase, not a gift, so winning bids are generally not tax deductible. This applies even if you pay more than the prize's market value.

11.2 A successful bid may be partly deductible under the ATO's minor benefit rules, but only where the GST-inclusive market value of the prize is no more than A$150 and no more than 20% of the bid. Most prizes in this Auction will not meet that test.

11.3 Your receipt will show your payment and, where relevant, the market value of the prize. This is general information only. Please speak to your tax adviser about your own circumstances.

12. Refunds and your rights

12.1 Except as set out in these Terms or required by law, payments are non-refundable. This includes where a prize is not used before it expires, or where you change your mind.

12.2 Nothing in these Terms excludes, restricts or changes any right or remedy you have under the Australian Consumer Law or any other law that cannot be excluded.

13. Changes, suspension and cancellation

13.1 We may extend, shorten, pause, suspend or cancel the Auction, or any part of it, if we reasonably need to. This includes technical problems, suspected fraud, platform outages or circumstances outside our control.

13.2 If the Auction is cancelled, any payments for prizes not supplied will be refunded.

13.3 We may update these Terms during the Auction. Updates will be published on GalaBid and apply from the time they are published. They will not affect a winning bid already accepted.

14. Liability

14.1 Prize Partners are responsible for providing their prizes. Subject to clause 12.2, the Foundation is not liable for any loss, damage, injury or disappointment arising from a Prize Partner's goods, services or experiences, or from using a prize.

14.2 Subject to clause 12.2, the Foundation's total liability to you for any claim about the Auction is limited to the amount you paid for the relevant prize.

14.3 We are not responsible for technical faults, outages or errors on the GalaBid platform, including bids that are not recorded, or notifications that are delayed or not received.

15. Privacy

15.1 We collect your personal information through GalaBid to run the Auction, process payments, deliver prizes, issue receipts and, if you agree, tell you about the Foundation's work.

15.2 We may share your name and contact details with the relevant Prize Partner so they can provide your prize.

15.3 We handle personal information in line with our Privacy Policy [link] and the Privacy Act 1988 (Cth). You can unsubscribe from our communications at any time.

16. Publicity and recognition

16.1 Unless you ask us not to, we may publish Winning Bidders' first name and state (for example "Sarah, WA") and the prize won, in campaign updates and thank-you messages.
16.2 We will not publish photos or full names of Winning Bidders without their consent.
16.3 Prize Partners will be recognised in campaign communications as agreed with each partner.

17. Comments and conduct

17.1 Comments posted on the GalaBid comment feed must be respectful. We may remove any comment that is offensive, misleading or inappropriate.

18. General

18.1 These Terms are governed by the laws of New South Wales, Australia, and you agree to the non-exclusive jurisdiction of its courts.
18.2 If any part of these Terms is invalid or unenforceable, the rest still applies.
18.3 Our decision on any matter about the Auction is final, subject to clause 12.2.

19. Contact

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