

1. HOMEs Buyer Protection

HOMEs Buyer Protection is an exclusive privilege provided by the organizer of HOMEs - Home Living Exhibition to the public to provide assurance that every item exhibited in the event by the sellers are genuine and guaranteed to be delivered to your home after the purchase. We want you to shop worry-free!

2. Types of Protection Provided:

HOMEs Buyer Protection provides protection coverage if **ANY ONE** of these problems occurs during your purchase at HOMEs - Home Living Exhibition:

1) NON-DELIVERY

“Item NOT Received”: You did not receive the product after paying for the product and the Seller Company can no longer be reached or exist.

2) COUNTERFEIT

“Item NOT Genuine”: The product you purchased is proven to be a non-genuine product or otherwise a counterfeit after receiving such, provided that you have been misled to believe that the product is a genuine product during your purchase of the product.

3. What is the “COMPENSATION” I can receive?

- If any of claims for the events as stated in paragraph 2 is proven to be true and valid and subject always to paragraph 4 below, you are entitled to receive a REFUND in the **transacted amount made in HOMEs – Home Living Exhibition**, strictly in the form of “HOMEs CASH VOUCHER”, up to a maximum of RM2,000.00 per case.
- The “HOMEs CASH VOUCHER” shall be redeemable only for the purchase of items in HOMEs – Home Living Exhibition, which shall be offset against the purchase price of such products.
- “HOMEs CASH VOUCHER” received is not transferable nor exchangeable or redeemable for cash.
- The aggregate claim for compensation under the HOMEs Buyer Protection shall be limited up to a maximum of RM2,000.00 and accordingly the maximum value of HOMEs cash voucher shall not exceed RM2,000.00 per case.

4. Eligibility Requirements

- Valid **ONLY** for products purchased during HOMEs - Home Living Exhibition and any products purchased after the HOMEs – Home Living Exhibition is expressly excluded from any coverage under the HOMEs Buyer Protection.
- **ORIGINAL DOCUMENTATIONS (e.g. receipts and bank in slip)** with **CLEAR** transaction date and amount paid must be present to the organizer. Any fake, unrecognized, illegible receipts or

transactions reasonably believed not made during HOMEs – Home Living Exhibition shall not be entertained and the claims for refund shall be immediately rejected.

- Any products purchased from exhibitor’s own outlet / showrooms or such other premises not within the premises of the HOMEs – Home Living Exhibition is expressly excluded from any coverage under the HOMEs Buyer Protection.
- HOMEs Buyer Protection **DOES NOT COVER:**
 - Damages, defects or loss of products or otherwise stolen during the course of delivery of the products; and
 - All and any costs, expenses and other losses in connection with the delivery of the products, which shall be solely borne by the buyer at all times.
- The claim for refund must comply with all other relevant rules and policies of the HOMEs platform.
- On receipt of the valid claim for refund, HOMEs will conduct investigation and will request both the buyer and seller to submit supporting documents as HOMEs deems necessary and will make a determination based on the evidence received (in accordance with HOMEs Dispute Rules).

You are **NOT** eligible for HOMEs Buyer Protection if:

- Fraudulent charges to a credit card. If you notice any charge to your account or credit card that you did not authorize, you are obliged to report it immediately to your bank issuing the credit card.
- Orders or payments made outside of or not in connection with HOMEs – Home Living Exhibition.
- Conflicting claims against the records of delivery company indicating expressly that the products have been delivered.
- The item was delivered and you rejected it for whatsoever reason.
- The item was damaged, lost or stolen.

5. What is the validity of “HOMEs CASH VOUCHER”?

- “HOMEs CASH VOUCHER” received by virtue of the HOMEs Buyer Protection is **ONLY** valid to use for purchases made in HOMEs – Home Living Exhibition on-going event.
- Any damage or loss of the “HOMEs CASH VOUCHER” will not be entertained after issuance of the same by virtue of the HOMEs Buyer Protection.

6. Who is eligible for HOMEs Buyer Protection?

- Anyone who purchased product(s) from exhibitors in HOMEs - Home Living Exhibition is entitled with the HOMEs Buyer Protection for that said product(s) by registering to the HOMEs - Home Living Exhibition Organizer.
- HOMEs Buyer Protection is provided for free by the organizer for any customers who made a purchase at HOMEs Living Exhibition.
- HOMEs Buyer Protection is applicable for both Malaysians & Non-Malaysians.

7. General

HOMEs BUYER PROTECTION Programme Terms & Conditions

7.1 ABOUT THE HOMEs BUYER PROTECTION PROGRAMME

- 7.1.1 The HOMEs Buyer Protection Programme is not an insurance product nor a product warranty or guarantee.
- 7.1.2 The HOMEs Buyer Protection Programme does not serve to protect the provision of insurance services.
- 7.1.3 The HOMEs Buyer Protection Programme is simply intended to enhance the Buyer's experience and to further market the products and as such, is offered at no cost to the Buyer.

7.2 WHEN CAN BUYERS CLAIM UNDER THE HOMEs BUYER PROTECTION PROGRAMME?

- 7.2.1 If the Buyer does not receive the Item purchased and the Seller Company is no longer reachable or exist, on condition that the Seller is unable to provide HOMEs with any proof of shipment of the Item and on such other conditions as contained herein;
- 7.2.2 the Item received by the Buyer is proven non-genuine or counterfeit (Grey Products are not classified as being fake or counterfeit);

7.3 SPECIFIC EXCLUSIONS

HOMEs will not provide cover under the Buyer Protection Programme where:

- 7.3.1 Orders or payments made outside of HOMEs – Home Living Exhibition.
- 7.3.2 Claims that an item was not delivered when the shipping company's records show that it was
- 7.3.3 the Buyer rejects the item for whatsoever reason after purchasing the item;
- 7.3.4 the Seller have agreed or arranged delivery;
- 7.3.5 the claim relates to the quality, suitability or functionality of the item;
- 7.3.6 the Seller have arranged for the refund or such remedy to the Buyer;
- 7.3.7 the Buyer has already instituted civil or criminal action against the Seller alternatively, has already claimed the sum of the purchase price or such other sums to which the Buyer may be entitled, under any insurance policy;
- 7.3.8 the Items have been shipped to the Buyer's stipulated delivery address and the Buyer himself, ships the Items to another address;
- 7.3.9 Items have not been delivered due to customs or postal delays or the Buyer has failed to collect the Item
- 7.3.10 Items are collected by the Buyer or delivered to the Buyer in person;

- 7.3.11 Items are lost, stolen or damaged during the course of delivery;
- 7.3.12 the Items purchased are equivalent to cash including, but not limited to, prepaid Items, vouchers or gift cards;
- 7.3.13 the dispute relates to the market price of the Item as indicated by the Seller in its advertisement; or
- 7.3.14 the Items purchased are prohibited and/or illegal, irrespective of the knowledge of such of the Buyer.
- 7.3.15 Fraudulent charges to a credit card. If you notice any charge to your account that you did not authorize, report it to your credit card company.

7.4 PROCESSING OF THE BUYER'S CLAIM

- 7.4.1 Upon receiving the Buyer's claim, HOMEs will review the information and documentation provided by the Buyer and request that the Seller and/or Buyer provide such further information and/or documentary proof as may be necessary or required by HOMEs to adequately review the Buyer's claim.
- 7.4.2 If HOMEs determine that the Item has not been delivered at the agreed place of delivery within the agreed delivery period or that the Seller has failed to refund or provide any compensation to the Buyer and the Buyer has satisfied all other conditions as stipulated in these terms and conditions under the Buyer Protection Programme, HOMEs will refund the Buyer's Claim Amount in form of HOMEs cash voucher, provided always that the aggregate Claim Amount shall not be more than Ringgit Malaysia Two Thousand (RM2,000.00) for each case.
- 7.4.3 If, after having reviewed the information / documentation, HOMEs finds that the Item has been successfully delivered or can be tracked, the Buyer's claim will be declined.
- 7.4.4 Should the Buyer submit a claim in respect of an Item to be non-genuine, fake, imitation or counterfeit, the Buyer will be required to prove that the Item is indeed non-genuine, fake imitation or counterfeit. HOMEs may request that the Seller provide proof of the authenticity of the Item. Should HOMEs, in its sole and absolute discretion, determine that the Item is non-genuine, fake imitation or counterfeit and the Seller refuses to refund or compensate the Buyer in the equivalent sum of the purchase price, HOMEs will reimburse the Buyer in form of HOMEs cash voucher and Claim Amount shall not be more than Ringgit Malaysia Two Thousand (RM2,000.00) for each case.
- 7.4.5 HOMEs will not entertain or process any fraudulent, invalid, illegal, unscrupulous, abusive, malicious or vexatious claims lodged by the Buyer. For the purposes of these Terms and Conditions, fraudulent, invalid, illegal, unscrupulous, abusive, malicious or vexatious claims shall include, but not be limited to, the Buyer lodging an excessive number of claims, a Buyer colluding with the Seller in order to claim under the Buyer Protection Programme, lodging of false claims and a Buyer filing a charge back after payment of the Claim Amount by HOMEs.
- 7.4.6 Any decision made by HOMEs in respect of the Buyer's claim under the Buyer Protection Programme shall be final and binding on the Buyer and the Seller and no provision is made for the appeal or review of any such decision.

7.5 PAYMENT OF THE CLAIM AMOUNT AND THE SELLER'S LIABILITY

- 7.5.1 Should the Buyer be successful in his/her/its claim under the Buyer Protection Programme, HOMEs shall arrange the claim amount to be in HOMEs cash voucher. The issued HOMEs voucher to the sum of the Claim Amount up to a maximum of Ringgit Malaysia Two Thousand (RM2,000.00) which can be used for payment against future purchases in any HOMEs – Home Living Exhibition.
- 7.5.2 HOMEs cash voucher is not transferable to other individual nor exchangeable or redeemable for cash.
- 7.5.3 The Organizer is not responsible for the loss or damaged of the HOMEs cash voucher after the issuance of the same to the Buyer.
- 7.5.4 The aggregate Claim Amount under the HOMEs Buyer Protection shall be limited up to a maximum of RM2,000 per case and accordingly the maximum value of CASH VOUCHER shall not exceed Ringgit Malaysia Two Thousand (RM2,000.00).

7.6 GENERAL

- 7.6.1 HOMEs Buyer Protection programme initiate and only for transactions commence from September 2017.
- 7.6.2 There shall be only ONE form of remedy available to the Buyer. Buyer who already receive a recovery, in the form of cash refund or product replacement, from the Sellers or any third parties are no longer applicable to receive compensation under the HOMEs Buyer Protection.
- 7.6.3 HOMEs cash voucher given to the Buyer shall be cancelled during the occurrence where the Seller or any third parties had made any form of compensation to the Buyer during the validity period.
- 7.6.4 HOMEs liability pursuant to the Buyer Protection Program excludes any liability whatsoever for consequential or indirect loss or damage (such as, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity) incurred by the Buyer or the Seller.
- 7.6.5 On submission of any claim under the Buyer Protection Program, the Buyer agrees to indemnify HOMEs in respect of any liability arising from the breach or act or omission of the Buyer in the performance of any terms and conditions of the Buyer Protection Program and HOMEs shall be kept harmless from all costs, expenses, damages, claims, or any liabilities whatsoever save and except of the issuance of the HOMEs Cash Voucher strictly in compliance with terms and conditions herein.
- 7.6.6 HOMEs shall not have any liability to the Buyer or the Seller for any damages, which are of a punitive nature or are consequential, indirect or a loss of the Buyer or the Seller. This includes, no liability for such damages as lost profits, harm to reputation, loss of anticipated benefit, forbearance of other economic opportunity, insurance of obligation or the expenditure of money in anticipation of performance under this Buyer Protection Program, etc.
- 7.6.7 HOMEs hereby reserve the right to terminate the Buyer Protection Programme and/or amend these Terms and Conditions, including the limits of cover at any time, without notice.

CONTACTING US

You can do this by completing a HOMEs dispute form. You may request from us through ecogreen.exhibition@gmail.com. Please note that you can only open one dispute per order.

You will be asked to submit as much evidence as you can to prove that the item you purchased is not delivered, genuine, fake imitation or a counterfeit.