



GENERAL TERMS & CONDITIONS

General

1. Party People Events (Business Registration No.: 001955276-D) (“We / us / Party People / our team”) reserves the right to amend, vary, revise, add, cancel or remove any part of this General Terms & Conditions, our website: <http://www.partypeoplevent.com> (“our website”), our blog, our Facebook page: <http://www.facebook.com/partypeoplevents>, any of our documentation and marketing literature relating to any items available for sale or order at our online party store (“event items”) at our website or any of our services, information or promotions at our website or any other places and at any time without prior notice to any of our customers or third party.
2. The event items, description and price of each event item in all documentation issued by us are accurate and valid as at the date thereof.
3. In the event of any inconsistency between this General Terms & Conditions and any other documentation or marketing literature issued by us, this General Terms & Conditions shall prevail.
4. The customer is deemed to have read, understood and agreed to be bound by this General Terms & Conditions and all other applicable terms & conditions (if any) upon confirmation of an order (as defined below) of any event items from us OR upon membership registration of Luxe Goodies Club Membership Form via our website or any of our e-mail addresses.
5. We shall not be held liable for any delay, default or consequences thereof due to any act of God, weather conditions, war, riot, strike, terrorism, natural disasters, epidemic, lockout, industrial action or any other events that occur beyond our reasonable control that affect any of our customers or third party in any way.
6. We shall not be held liable for any injuries, accidents, mishaps, losses or damage, in any way whatsoever that occur to any of our customers or third party in connection with the supply of any items or any of our services that are not caused by our action, negligence or omission.
7. The term “day” wherever mentioned in this General Terms & Conditions shall refer to calendar days as per the Gregorian calendar and shall include weekends (Saturdays and Sundays) and national or state public holidays in Malaysia, unless otherwise stated. The term “working day” wherever mentioned in this General Terms & Conditions shall refer to calendar days EXCLUDING Wednesdays, Sundays and national or state public holidays in Malaysia.

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8. Orders

8.1 **Minimum order period:**

For members of Luxe Goodies Club

Please order within a minimum of:

- (i) **fourteen (14) working days** prior to the event date for any type of event item, including event supplies, promotional event package, event planning service, professional photography service and catering service;
- (ii) **twenty-one (21) working days** prior to the event date for all handmade/customised event items & corporate event management services;
- (iii) **five (5) months** prior to the wedding date for wedding planning service,

unless otherwise agreed by us or as stated in the respective marketing literature related to respective type of service / promotion if any, so that we would have sufficient time to prepare for the event as per the customer's request.

For non-members of Luxe Goodies Club

Please order within a minimum of:

- (i) **fourteen (14) working days** prior to the event date for any type of event item, including event supplies;
- (ii) **twenty-one (21) working days** prior to the event date for any promotional event package, event planning service and catering service;
- (iii) **thirty (30) working days** prior to the event date for all handmade/customised event items;
- (iv) **six (6) months** prior to the wedding date for wedding planning service,

unless otherwise agreed in writing by us or as stated in the respective marketing literature related to respective type of service / promotion, so that we have sufficient time to prepare for the event as per the customer's request.

8.2 **Late order surcharge**

A surcharge at the respective rate as stipulated in clause 9.3 below is applicable to any customer including Luxe Goodies Club members for any order made within a period that is shorter than the aforementioned minimum period.



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8.3 Order process

- (i) Once a customer makes an enquiry / requests for a quotation / makes an order via e-mail, website, Facebook page, telephone call or SMS, we would reply / process it and issue a general / customised quotation, as the case may be, to him / her via e-mail within three (3) working days thereafter.
- (ii) A customer is given a grace period of one (1) to three (3) days from the date of the quotation (depending on the number of days before the event date), as stated in the bottom part of the quotation to confirm or cancel the order ("confirmation of an order") in writing (i.e. by e-mail or SMS), unless otherwise agreed by us.
- (iii) Once the customer confirms the order, he/she shall make the deposit / full payment, as the case may be and in the manner as prescribed in clause 9 below.
- (iv) We would e-mail an official receipt within one (1) to thirty (30) days upon receipt of deposit / full payment and start to make preparation of the confirmed event items as per the quotation within one (1) working day from the date of receipt of the deposit or full payment, as the case may be and update the customer of the preparation progress in writing via e-mail or SMS from time to time.

8.4 Quotation:

(i) General quotation

We provide a free general quotation (i.e. a rough estimation of the type and price of our event items in general only and does not contain any suggestions, ideas, details, advice or additional information as per subclause 8.4 (i) to (iii) below) in the said quotation or e-mail or any other forms of communication to all members / non-members of Luxe Goodies Club.

(ii) Customised quotation / request(s)

If we have already issued a free general quotation and the customer requests for:

- (a) a customised quotation for any types of event items that requires us to carry out additional necessary work prior to order confirmation such as conduct a research, prepare design, layout / floor plan, sketches or sample event item, visit the venue / venue options to meet the customer or his / her contact person(s) / employee(s) or to take photographs / measurement of the relevant area(s), survey the availability of, type and price any particular event item / materials and so on in order to give suitable advice / suggestion for the customer's event, prepare the customised quotation and attending to the client's requests / enquiry; and/or
- (b) additional information such as catering menu, list of party games and/or activities, event programme, details of our goodie bags or any of our event items as per the client's requests; and/or
- (c) specific event items that we do not offer / keep stock and thus require us to source for / make arrangements with the relevant parties for the supply of such event items (considered as a special order),



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AND subsequently:

- (a) the customer cancels the order **within three (3) days** from the date of the quotation; OR
- (b) if the customised quotation's validity period has lapsed which makes the order automatically cancelled,

the customer is required to make a reasonable payment as per clause 9.4 below for our event consultation service, our time spent and the extent of work that we have done. This applies to all members / non-members of Luxe Goodies Club.

However, if the customer confirms the order as per our customised quotation, the payment for our event consultation service, our time spent and the extent of work that we have done would be included as part of the event planning service fee.

8.5 We reserve the right to substitute any event item in a confirmed order with any other suitable type of event item of similar value in the following circumstances:

- (i) when the event item(s) in a confirmed order is out of stock; or
- (ii) when the event item(s) in a confirmed order is not available in stock in the exact quantity that a customer requires; or
- (iii) when the event item(s) in a confirmed order becomes damaged for any reason whatsoever; or
- (iii) when the cost price of the event item(s) in a confirmed order increases after the order confirmation date,

at any time after the order confirmation date upon notifying the customer via e-mail.

9. Payment

9.1 **Total price up to RM200.00**

Payment for total price up to RM200.00 for any event items as per the quotation and/or invoice must be made in full within one (1) day to three (3) days upon confirmation of an order (depending on the number of days before the event date) AND as per subclause 9.9 (i) – (v).

9.2 **Total price of RM201.00 & above:**

Deposit payment

50% deposit of the total price from RM201.00 and above for any event items as per the quotation and/or invoice is payable in full within one (1) day to three (3) days upon confirmation of an order ("deposit") (depending on the number of days before the event date) AND in the manner as per subclause 9.9 (i) – (v) below.

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Balance payment

50% balance payment: 25% balance of the total price is payable within three (3) days before the event date and the remaining 25% balance of the total price is payable latest by the event date AND as per subclause 9.9 (i) – (v) below;

9.3 **Late order surcharge**

The following surcharge is applicable for any order made within a period that is shorter than the required minimum period as per clause 8.1 above:

- (i) **RM10.00 to RM80.00 calculated based on the number of days after the minimum order period at the rate of RM10.00 per day:** For an order made within thirteen (13) to twenty (20) days prior to the event date where the minimum order period is twenty-one (21) days;
- (ii) **RM10.00 to RM70.00 calculated based on the number of days after the minimum order period at the rate of RM10.00 per day:** For an order made within seven (7) to thirteen (13) days prior to the event date where the minimum order period is fourteen (14) days;
- (iii) **RM20.00 to RM240.00 calculated based on the number of days after the minimum order period at the rate of RM20.00 per day:** For an order made within less than seven (7) days prior to the event date where the minimum order period is fourteen (14) days or less than thirteen (13) days where the minimum order period is twenty-one (21) days;
- (iv) **RM100.00 to RM500.00 calculated based on the number of months after the minimum order period at the rate of RM100.00 per month:** For an order made within less than six (6) months prior to the wedding date for wedding planning service as the minimum order period for this service is six (6) months.

This is because as we get closer to the event date, we have to complete a lot of work within a shorter time than we normally require thus we have to work for longer hours (especially for handmade / customised event items) to complete the work, the options of event items that we can arrange for within the customer's budget become limited, we may have to take more risks and incur higher costs for event items, delivery, transportation, crew and so on.

9.4 **Service Fee:**

(i) Event consultation service fee for cancelled orders as per clause 8.4

10% of the total quoted price OR a minimum sum of RM100.00 (whichever is higher, the amount depends on factors such as the event size, amount of time, skills and complexity / extent of work required) is applicable for situations in clause 8.4 for the event consultation service that we have provided before the order is cancelled (i.e. to reimburse us for the ideas, advises and suggestions that we have given, the time that we have spent, the costs that we have incurred and the necessary work that we have carried out in order to prepare the customised quotation or to fulfil the customer's request(s), as the case may be).

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(ii) Event planning service fee for confirmed orders (for any types of personal celebrations only)

20% of the total price for event items in our quotation / invoice OR a minimum sum of RM400.00 (whichever is higher, the amount depends on factors such as the event size, amount of time, skills and complexity / extent of work required) in addition to the said total price is applicable for any personal celebrations for any individuals / families that we organise OR any order of a minimum of three (3) types of event items.

(iii) Wedding planning service / corporate event management service fee for confirmed orders

20% of the total price for event items in our quotation / invoice or a minimum sum of RM2000.00 (whichever is higher, the amount depends on factors such as the event size, the amount of time, skills and complexity / extent of work required) in addition to the said total price is applicable for wedding or corporate event that we organise OR for any order of a minimum of three (3) types of event items.

(iv) Scope of service fee

Event / wedding planning service / corporate event management service fee includes, but is not limited to our:

- (a) Ideas, concept, design, advices & suggestions for the theme, decoration and any other event items or aspects of the event;
- (b) Time, skills & work on the planning & preparation of event items upon confirmation of the order until the event date;
- (c) Coordinate with all relevant parties (including the customer or his contact person(s) / representative(s) / employee(s) / supplier(s), our supplier(s) / contractors), venue provider and crew for site visit, layout, time, sound check, rehearsal, setup and so on until the event ends;
- (d) Organise the event on the event day from setup time before the event starts, the time throughout the event and dismantle, repair, cleaning & packing time after the event ends to ensure that everything runs smoothly according to plan / programme / time;
- (e) Make necessary arrangements with: the relevant authorities, security personnel and other relevant parties for any licences / permits / work passes required, the venue provider for the use / rental of the venue and any equipment / facilities provided therein, suppliers of food & beverages, caterer, decoration items, party / wedding favours / door gifts / goodie bags / packaging, crew, clothing / costume & accessories, makeup artist, games / activities, magician, clown, mascot, singer, band, musician, actor, DJ, MC / host other types of entertainers, equipment rental (including tables, chairs, lighting, sound system, special effects and so on), vehicles, or for any other types of event items as per the confirmed order or as requested by the customer, if any prior to the event date;
- (f) Communication (inclusive of telephone call, SMS, fax & e-mail) that we have to make with all relevant parties from the time that we start to prepare the quotation until the event ends; and
- (g) Transportation costs (inclusive of public transportation, commercial flight, petrol, toll & parking costs) that we have to incur in coordinating the preparation with the relevant parties and in sourcing for the necessary materials / event items from the date the order is confirmed until the event ends.

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9.5 **Accommodation & transportation charges for event venues outside of Klang Valley**

(i) **Accommodation**

- (a) All costs for our accommodation for any event that we are required to organise at any venue outside of Klang Valley shall be borne by the customer and payable either upon order confirmation (when it is already determined and included in the quotation / invoice) or in the form of reimbursement within seven (7) days before the event date.
- (b) Any accommodation that we arrange ourselves: From RM200.00 per night, minimum 3-star hotel.
- (c) Any accommodation arranged by a customer for us must be a reasonable and suitable one (minimum 3-star hotel) in terms of room size, cleanliness, comfort, location and security, particularly to ensure that the event items would remain in its original and good condition and our team would be able to organise the event without any problems.

(ii) **Transportation** (inclusive of commercial flight ticket, train ticket, bus ticket, petrol, toll & parking costs)

All costs for our transportation for any event that we are required to organise at any venue outside of Klang Valley shall be borne by the customer and payable either upfront upon order confirmation (when it is already determined and included in the quotation / invoice) or in the form of reimbursement within seven (7) days after the event date.

9.6 **Reimbursements for changes made by customer upon order confirmation**

In the event that a customer makes any variation or change to the event theme, quantity, colour theme, or any event items in his / her order at any time upon confirmation of the order and we have arranged for event preparation items as per the original order, he / she shall:

- (i) reimburse us for all costs that we have incurred for event items that we have prepared or in the process of being prepared as per the confirmed original order that can no longer be used for the event; AND
- (ii) bear any additional costs for preparation of additional units or new event items that are required for the event,

due to the said variation or change that he/she makes.

9.7 **Reimbursement & deposit forfeiture for order cancellation or refusal to pay / accept event items**

(i) In the event that a customer:

- (a) cancels the order of any event items at any time; or
- (b) refuses to make payment of the 50% balance payable sum or any of the event items; or

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(c) refuses to accept shipment or delivery of any or all of the event items as per the quotation or invoice as the case may be, at any time,

upon confirmation of an order for any reason whatsoever or without giving any reason, we reserve the right to forfeit the 50% deposit paid AND demand for the 50% balance payable sum as per the confirmed order. In such a situation, the 50% balance payable sum must be made within three (3) days from the event date.

(ii) In the event that we cancel an order for the following reasons:

- (a) when a customer / his employee(s) / contact person(s) / supplier(s) whom we are required to liaise with acts in a hostile, rude, uncooperative or unreasonable manner either in his / her words (verbal / written) or his conduct;
- (b) when we notice a clash in the date or time between a customer's event and another event;
- (c) when we face an emergency situation such as death, illness, injury, natural disaster, robbery, fire and so on that makes us unable to organise his/her event on the confirmed date and time;
- (d) any other reason whatsoever,

at any time upon confirmation of an order, we would give full refund of the partial / 50% deposit paid (in cash / store credit / voucher) less the costs that we have incurred in our preparation work for the event, if any.

9.8 Reimbursement for our injury, damage or loss

A customer shall reimburse us for:

- (i) any injury that we have sustained at his / her event due to the equipment, facilities or poor condition of the venue; or
- (iii) any damage or loss that we have suffered at his / her event relating to any of our equipment or event items provided for the event,

due to the act, omission or negligence of the customer or his / her employee(s) / contact person(s) / family member(s) / guest(s).

9.9 Payment channels

All payments in the sum as stated in the quotation or invoice (i.e. total price) for confirmed orders can be made in any one of the following manner:

- (i) Cash on delivery (for any orders made by Malaysians / non-Malaysians) for deposit payment (latest by the required order confirmation date only) / balance payment only on the event date; or
- (ii) Online fund transfer via Maybank2u (Malayan Banking Berhad or Maybank) / CIMB Clicks (CIMB Bank Berhad or CIMB) (for any orders made by Malaysians only) for deposit / balance / full payment; or
- (iii) Deposit via Cash Deposit Machine at any Maybank / CIMB branch (For any orders made by Malaysians / non-Malaysians AND within Malaysia only) for deposit / balance / full payment; or

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- (iv) MEPS InterBank GIRO for deposit / balance / full payment (for any orders made by Malaysians only AND for payment made within a minimum of fourteen (14) working days prior to the event date only);
- (v) PayPal (E-mail address: partypeople.my@gmail.com) (for secure online payment via credit card / debit card / e-mail for any orders made by Malaysians / non-Malaysians, including those who don't have a PayPal account) for deposit / balance / full payment (for payment made within a minimum of fourteen (14) working days prior to the event date only);
- (vi) Cheque for deposit / balance / full payment (for payment made within a minimum of fourteen (14) working days prior to the event date only);
- (vii) Gold dinar or silver dirham (the type of which depends on the total price),

as agreed between the customer and us upon the order confirmation date and within the time as prescribed in clause 9.2 above.

Each customer is required to ensure that he / she has sufficient fund in the bank (savings / current / credit card) account or PayPal account from which he / she would like to make the payment to avoid any problems or delay in the payment transaction, which would directly affect the time for our preparation work.

We would provide our Maybank / CIMB bank account details to a client in our quotation or invoice as well as via e-mail or SMS or Facebook private message (PM) for payment purposes only upon order confirmation for security reasons.

10. Delivery & Shipping

10.1 **Delivery charge (on event date only & for one trip only):**

- (i) **Within Klang Valley (Selangor, Kuala Lumpur, Putrajaya & Cyberjaya only)**
 - (a) Luxe Goodies Club members only: Free delivery to any areas within Klang Valley
 - (b) Zone 1 (within Petaling Jaya only, including all Damansara areas, Sunway, Subang Jaya & USJ): RM30.00;
 - (c) Zone 2 (within Kuala Lumpur, Shah Alam, Cheras, Bandar Tun Razak & Ampang, only): RM40.00;
 - (d) Zone 3 (within other cities / districts in Selangor, Putrajaya & Cyberjaya only) RM50.00.

- (ii) **Delivery charge: Within / Outside of Malaysia & outside of Klang Valley**

RM0.50 per kilometer for return (two-way) trip.

- (iii) **Delivery time**

All event items shall be delivered on the event date, unless the customer requests for an earlier delivery date at the time of making the order or as otherwise agreed in writing via e-mail or SMS between the customer and us upon confirmation of an order.

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(iv) **Transportation costs for bulky / heavy event items**

RM150.00 – RM300.00 additional transportation costs to deliver bulky / heavy event items or equipment such as inflatable bouncer or slide, canopy tents, tables, chairs, backdrop / other printed items, stage, platform, carpet, queue stand(s), PA system, lighting, generator and so on shall be borne by the customer in addition to the aforementioned delivery charge for other event items.

(v) **Delivery costs for other types of delivery**

A customer shall pay for additional delivery that we have to make for event supplies or event items to:

- (a) the event venue on any date other than the event date including to set up on the day(s) before the event date;
- (b) the event venue on the event date if two (2) more trips are required; or
- (c) any other delivery address on any date including the event date,

as per the customer's request in addition to the aforementioned delivery charge for the event date. The delivery charge for each trip is as per subclause 10.1(i). This applies to all members / non-members of Luxe Goodies Club.

10.2 **Shipping & Handling**

- (i) RM10.00 per kg for postal and handling charges shall apply for standard domestic shipping of event items to any address within Malaysia.
- (ii) Normal courier charges AND RM5.00 handling charges per order shall apply for express domestic shipping of event items to any address within Malaysia. We would e-mail or SMS the tracking number to the customer for his / her ease of reference.
- (iii) Normal postal / courier charges AND RM5.00 handling charges per order shall apply for standard / express international shipping of event items to any address outside of Malaysia. We would SMS or e-mail the tracking number for event items shipped by courier to the customer for his / her ease of reference.
- (iv) Each order would be processed for delivery within a minimum of three (3) working days upon order confirmation with receipt of full payment.
- (v) Estimated arrival time: One (1) day to thirty (30) days from the date of payment receipt, depending on factors such as the type and quantity of the event items, if transit time includes public holiday / weekend, the location of the customer's delivery address and the time taken for customs clearance (for event items sourced from outside of Malaysia). If there is any delay, we would notify the customer via e-mail or SMS.
- (vi) We shall not be liable for any delay of shipment of any event items OR for any loss or damage to any event items during the delivery that is caused by the act, negligence or omission of the customer, customs, postal / courier company or any other third party.
- (vii) Any insurance or taxes related to shipping of the event items shall be borne by the customer.

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10.3 Returns, Exchange & Refund

- (i) We only accept returns, exchange or provide refund (in the form of store credit / voucher only) for ready-made event item(s) that are unused, in good condition and still in its original packaging with original receipt PROVIDED the customer notifies us that he / she wants to return / exchange it with a reason within three (3) days from the date that he / she receives the event item(s), we accept his / her reason and he / she delivers the said event supplies to our address within fourteen (14) days from the notification date.
- (ii) We do not:
 - (a) accept returns or exchange of any event item(s),
 - (b) provide refund or discount for any payment made for any handmade / customised event item(s) OR any event item(s) that we have provided as per a customer's confirmed order / requests / agreement,
 - (c) provide refund or discount for any payment for any of our services,

EXCEPT for any defective event item(s) / quantity of event item(s) that is less than what we have stated in the quotation / invoice due to our conduct / negligence / omission before the said item(s) is delivered / shipped to the customer.

11. Luxe Goodies Club

11.1 Luxe Goodies Club is a loyalty programme that we have created for our customers who register their membership via our website or e-mail.

11.2 Membership Level

There are Three (3) levels of membership, based on the total spend amount for each event:

- (i) White Luxe;
- (ii) Black Luxe; and
- (iii) Red Luxe.

11.3 Eligibility

Membership is open to individuals (Malaysians and non-Malaysians) aged 18 and above only and EXCLUDES our employees (including part-time, full-time, temporary, contract or permanent employees).

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11.4 Registration & renewal

- (i) **Membership registration fee:** A customer who is interested to be a Luxe Goodies Club member is required to pay RM20.00 in the manner as per subclause 9.9 (i) – (v). for the first two (2) years of membership and e-mail the completed membership registration form (available at our website) to us. A registration is deemed successful once we have received the said registration fee payment and completed membership form and we would notify the new member of his / her successful registration via e-mail (“successful registration”).
- (ii) **Membership renewal fee:** RM5.00 only per year is payable in the manner as per subclause 9.9 (i) – (v) for each subsequent year with application via e-mail to renew by the Luxe Goodies Club member. A renewal is deemed successful once we have received the said renewal fee payment and e-mail application and we would notify the member of his / her successful renewal via e-mail.
- (iii) **Welcome Pack:** A Luxe Goodies Club member would get one (1) welcome pack within thirty (30) days upon successful registration, which consists of one (1) Luxe Goodies Club Membership Card (i.e. White Luxe Card / Black Luxe Card / Red Luxe Card, as the case may be) and one (1) set of vouchers that would expire within one (1) month from the date of delivery of the welcome pack (“Welcome Pack”). The vouchers can only be used for the member’s subsequent event / purchase only.

11.5 The Luxe Goodies Club Membership Card is not a credit card or a debit card and it can only be used by registered Luxe Goodies Club members to collect Luxe Goodies Club Points and enjoy other exclusive membership privileges as per clause 11.6.

11.6 Exclusive membership privileges

- (i) A Luxe Goodies Club member can enjoy exclusive membership privileges as stated on the back of the Luxe Goodies Club Membership Card that he/she receives from us, at our website, blog, Facebook page and/or any of our Luxe Goodies Club documentation upon successful registration throughout his / her valid membership period only.
- (ii) A member of Luxe Goodies Club only needs to show us his/her membership card OR inform us of his/her name and NRIC number to enjoy exclusive membership privileges within his / her valid membership period.
- (iii) A Luxe Goodies Club member can start to enjoy exclusive membership privileges as per clause 11.6 below immediately upon successful registration whether or not he / she has received the Luxe Goodies Club Membership Card and Welcome Pack.

11.7 Luxe Goodies Club Points

- (i) Each Luxe Goodies Club member can collect two (2) Luxe Goodies Club Point for every RM1.00 spent on any of our event preparation services or one (1) Luxe Goodies Club Point for every RM1.00 spent on any of our event supplies and credited to his / her membership account within one (1) to fourteen (14) days after the event date.
- (ii) Any purchase that is less than RM1.00 would not be calculated as 1 Luxe Goodies Club Point.
- (iii) A member can collect bonus or additional Luxe Goodies Club Points in certain circumstances as listed at our website and at our sole discretion.
- (iv) Only Luxe Goodies Club members who spend on any of our services or event items may collect Luxe Goodies Club Points.
- (v) Luxe Goodies Club Points are valid and redeemable throughout the valid membership period only.
- (vi) Luxe Goodies Club Points are not exchangeable for cash

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- (vii) Luxe Goodies Club Points cannot be used to pay for any of our services or event supplies.
- (viii) Luxe Goodies Club Points are not transferable to any other existing or new Luxe Goodies Club member or any third party, unless otherwise agreed by us at our sole discretion.
- (ix) We would track each Luxe Goodies Club member's record of transaction & collection of Luxe Goodies Club Points and forward a Luxe Goodies Club Points summary statement via e-mail or SMS or Facebook private message, setting out the opening Luxe Goodies Club Points opening balance, collection, redemption, deduction and closing balance of his / her Luxe Goodies Club Points. The summary statement would be sent via e-mail or SMS within two (2) weeks after each completed transaction or if no transaction is made, at the end of every year when the membership is valid.
- (x) If a member of Luxe Goodies Club has any dispute relating to Luxe Goodies Club Points, he/she shall notify us of the same via e-mail within fourteen (14) days from the date of the summary statement. We would resolve the dispute within one (1) week from the date that we receive the customer's e-mail regarding the dispute. After this period has lapsed, we would not entertain any dispute on the same.
- (xi) If a member does not receive his / her Welcome Pack within thirty (30) days upon successful registration or his / her birthday gift by the last day of his / her birthday month, he / she shall notify us of the same and provide his / her updated delivery address via e-mail to request for a new Welcome Pack within seven (7) days from the end of this period, so that we can check on the matter and deliver a new Welcome Pack to him / her within fourteen (14) days from the notification date. After the seven (7) days period has lapsed, we would not entertain any request for the same.

11.8 **Redemption**

- (i) The value of every 100 Luxe Goodies Club Points that are redeemable is equivalent to RM1.00.
- (ii) Only a member of Luxe Goodies Club with sufficient Luxe Goodies Club Points balance within his / her valid membership period can make an order from us to redeem a gift in the Luxe Goodies Club Redemption Catalogue ("Redemption Catalogue") available at our website based on the amount of Luxe Goodies Club Points that he / she has collected and using the redemption method(s) that we have implemented (via our website or e-mail only).
- (iii) Once we have approved a redemption order, it cannot be revoked, cancelled, returned or exchanged and the affected Luxe Goodies Club Points will not be reinstated.
- (iv) We would deliver / post the gift that a member has redeemed to his / her address within fourteen (14) days from the approval date of his / her redemption order and notify him / her of the same via e-mail.
- (v) We shall not be held liable for any injuries, accidents, mishaps, losses or damages that occur in connection with the redemption of Luxe Goodies Club Points by any member or the delivery or use of any gift by any member or third party, in any way whatsoever.
- (vi) We reserve the right to discontinue or any gift or substitute any gift in any redemption category in our Redemption Catalogue with any other item of a similar value at any time without prior notice.

11.9 Our decisions, including but not limited to matters on the approval of membership registration, Welcome Pack, offers for Luxe Goodies Club members, exclusive membership privileges or redemption of Luxe Goodies Club Points shall be final and binding on all members of Luxe Goodies Club and no correspondence to any dispute on the same this would be entertained.

As at 4 March 2013



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12. Intellectual Property

- 12.1 All intellectual property rights of Party People created for our own use only including but not limited to our logo design, business name used in our logo design, i.e. "Party People" and tagline, i.e. "Goodies for Parties" that are available in any form in any printed / electronic material or any photographs, videos or any other types of media content at our website, blog, Facebook page, clothing items, vehicle, event items or anywhere else, are wholly owned by us, shall remain ours and may not be taken or reproduced or copied or plagiarised or used wholly or substantially, in any way and in any printed / electronic material or any form by any party at any time for any reason whatsoever.
- 12.2 All intellectual property rights of Party People in any form including but not limited to the content and design of our marketing literature, documentation, photographs, videos or any other types of media content, packaging, clothing items, ideas, suggestions, decoration, design, event items and handmade / customised event items that we have created in its original form or in any printed / electronic material or any form for our own marketing / promotional use or for any events are wholly owned by us, shall remain ours and may not be:
- (i) taken or reproduced or copied or plagiarised or used wholly or substantially, in any way and in the form of any printed / electronic material or any form at any time by any party; and/or
 - (ii) given or forwarded by anyone other than us to any party in any way and in the form of any printed / electronic material or any form at any time, without seeking our prior written consent. This excludes any intellectual property rights owned by any other party.
- 12.3 We will not hesitate to take legal action against any party who acts in breach of clause 12.1 and/or clause 12.2 above to protect our intellectual property rights under the Copyright Act 1987 and/or to claim for any (potential) loss of profit or loss of business opportunity that we suffer due to the said breach.

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As at 4 March 2013