

## **MODERN HOME BUYER PROTECTION**

*(Updated on 15 January 2024)*

### **MODERN HOME BUYER PROTECTION**

Modern Home Buyer Protection (“**Protection**”) is specially offered to all customers as assurance that every product on sale in the fair by the sellers are genuine to be delivered to you.

The Protection is available if any of the following events occur during your purchase at Modern Home Fair.

**(1) Non-Delivery**

When the customer did not receive the product after purchase as contracted with the seller and the seller is not contactable.

**(2) Non-Genuine / Counterfeit**

When the product purchased by the customer is proven to be a non-genuine or otherwise a counterfeit provided that the customer has been misled to believe the product is genuine during the purchase.

### **TERMS AND CONDITIONS**

The Protection is subject to the following Terms and Conditions (“**T&C**”).

### **ELIGIBILITY MECHANICS**

1. The customer who has validly purchased any products from the sellers in Modern Home Fair shall be eligible for the Protection.
2. The Protection is applicable for both Malaysian and Non-Malaysian customers.
3. Valid **ONLY** for the products purchased during Modern Home Fair and any products purchased after the Modern Home Fair Cash Voucher is expressly excluded from the Protection.
4. For the avoidance of doubt, only original documentations (e.g. receipts and bank-in slip) with clear transaction date and amount paid will be acceptable for claim purposes (“**Claim**”). Any fake, fraudulent, tampered, illegible receipts reasonably believed not made during Modern Home Fair shall not be acceptable.
5. Any products purchased from the seller’s own outlet / showrooms or such other

premises not within the premises of the Modern Home Fair is expressly excluded from the Protection.

6. The Protection **SHALL NOT** cover:
  - 6.1 Damages, defects, functionality, suitability or loss of products or otherwise stolen during the course of delivery of the product; and
  - 6.2 All and any costs, expenses and other losses in connection with the delivery of the product, which shall be solely borne by the customer at all times.
7. The customer shall **NOT BE ELIGIBLE** for the Protection if:
  - 7.1 Fraudulent / Non-authorization charges to the credit card. The customer is advised to report it immediately to the bank for investigation; or
  - 7.2 Orders or payments made outside of or not in connection with Modern Home Fair;
  - 7.3 The product was delivered and the customer rejected it for whatsoever reason;
  - 7.4 The seller has agreed for refund or any such remedy to the customer;
  - 7.5 The customer has commenced civil or criminal action against the seller or alternatively, the customer has received the compensation / refund to which the customer may be entitled under any insurance policy; or
  - 7.6 The products purchased are prohibited and/or illegal either knowingly or unknowingly by the customer.
8. The customer shall provide the original documentations as soon as practical where Modern Home Fair will conduct an investigation by requesting all necessary supporting documents from both the customer and the seller.
9. Modern Home Fair shall make a decision either to approve or reject the Claim at its sole discretion and the decision shall be binding and final without appeal.

#### **COMPENSATION – MODERN HOME CASH VOUCHER**

10. If Modern Home Fair approves the Claim, the customer shall be entitled to compensation in the same transacted amount made in Modern Home Fair in the form of “**MODERN HOME CASH VOUCHER**” (“**Cash Voucher**”) only to be capped at RM2,000.00 per case.
11. The Cash Voucher shall be redeemable only for the purchase of products in Modern Home Fair, which shall be offset against the purchase price of such products.
12. The Cash Voucher shall not be transferable nor exchangeable or redeemable for cash.

13. The Cash Voucher shall only be valid for purchases made in Modern Home Fair on-going event.
14. Any damage or loss of the Cash Voucher shall not be entertained after the issuance under the Protection.

### **GENERAL**

15. By accepting the Protection, the customer agrees that:
  - 15.1 To have read, understood, accept and agree to be bound by the T&C herein;
  - 15.2 The Protection is not an insurance product nor a product warranty or guarantee;
  - 15.3 The Protection does not serve to protect the provision of insurance services; and
  - 15.4 The Protection is intended to enhance the customer's experience.
16. The Protection is only applicable for the purchases commenced from January 2024.
17. Modern Home Fair reserves the right, without prior notice to the customer, to add, delete, suspend or vary any or all of the T&C herein either fully or partially or terminate the Protection or in any other manner which Modern Home Fair deems practical.
18. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

If you have any queries regarding the T&C, you may contact us at [onemodernhome@gmail.com](mailto:onemodernhome@gmail.com).