

## TERMS AND CONDITIONS - 2009 Overseas Mail Order Service

	<p>In consideration of the Government of the Hong Kong Special Administrative Region as represented by the Postmaster General (“<b>HKP</b>”) agreeing to consider your application to open/maintain an account with HKP for use of the Overseas Mail Order Service (“<b>OMOS</b>”) and/or agreeing to provide the OMOS to you, you hereby agree the terms and conditions (the “Terms and Conditions”) as follows:-</p>
1.	<p>You may apply to open/maintain an account with HKP for use of the OMOS only if (i) your delivery address is outside the territory of Hong Kong Special Administrative Region (“<b>Hong Kong</b>”) and (ii) if you offer to place an initial deposit or to order stamp product(s) specified in the OMOS Service Guide of the year (“<b>Guide</b>”) of HK\$200 or above (including Overseas Delivery Service Charge). Once your application is accepted by HKP, you will become an OMOS member and account holder. If you can only provide HKP with your local address for delivery, you may only be eligible to become an account holder of the “Local Standing Order Service” (“<b>LSOS</b>”). Please refer to the terms and conditions of LSOS for details.</p>
2.	<p>You agree not to revoke, cancel or withdraw your application in respect of OMOS once you have submitted your application to HKP. Clauses 3 to 33 hereunder shall apply and be binding on you once your application in respect of OMOS has been accepted by HKP.</p>
3.	<p>Your order for stamp products (“<b>Order</b>”) shall be subject to acceptance by HKP by way of issuing an acknowledgement letter to you. A contract for an Order is concluded on the Terms and Conditions when HKP’s acknowledgement letter is issued to you (irrespective of whether the amount payable is settled by a single lump sum payment or by installments). HKP reserves the right to reject any Orders. In the event that an Order is not accepted by HKP, refund of the amount paid for the Order will be made without interest within one month (i) by cheque sent to your correspondence address stated in your application form or your last known address by ordinary mail (if the payment was settled by cash, bankdraft or cheque); or (ii) by crediting your credit card account (if payment was settled by credit card). HKP will not bear any financial charges or charges of similar nature whatsoever charged by any credit card company or person involved in the chain of refund.</p>
4.	<p>There is a quantity limit for orders placed under the OMOS. Each stamp product that you may order is subject to the maximum limit set out below (which may be varied by HKP from time to time without giving prior notice to you): [Mint Stamp - 500 sets, Stamp Sheet - 20 sets/ sheets,</p>

	<p>Stamp Sheetlet/ Souvenir Sheet - 100 sheets, Imperforated Stamp Sheetlet - 100 sheets, Mini-pane - 100 sheets, Gold and Silver Stamp Sheetlet – 100 sheets, Presentation Pack - 20 packs, Souvenir Pack - 20 packs, Presentation Pack of Gold and Silver Stamp Sheetlet - 20 packs, Datestamped First Day Cover affixed with a Set of Mint Stamps - 20 sets/ covers, Datestamped First Day Cover affixed with Stamp issued by HKP and another Postal Administration - 20 covers, Datestamped First Day Cover/ Souvenir Cover affixed with a Souvenir Sheet/ Stamp Sheetlet - 20 sets/ covers, Datestamped First Day Cover affixed with an Imperforated Stamp Sheetlet - 20 sets/ covers, Prestige Stamp Booklet - 20 copies, Postage Prepaid Picture Card - 20 sets, Datestamped Postage Prepaid Picture Card - 20 sets, Maximum Card affixed with a Cancelled Stamp - 20 sets, Datestamped First Day Cover/ Souvenir Cover affixed with Gold and Silver Stamp Sheetlet - 20 sets/ covers, Prestige Annual Stamp Album (Deluxe/ Ordinary Version) - 20 copies, Annual Stamp Pack - 20 copies, Datestamped Special Souvenir Cover affixed with a HK\$3.0 Definitive Stamp - 20 sets, Postage Prepaid Postcard (Air Mail) - 20 sets.</p>
5.	<p>The sale period of each stamp product is 6 months (or otherwise specified by HKP) (“the sale period”) which may end earlier in case the stamp product is sold out. You shall submit your order for each stamp product on or before the relevant sale period specified in the valid and up-to-date OMOS application form available from HKP. Account holders of the Flexi-order Plan under OMOS (“<b>Flexi-order Plan</b>”) and the Auto-order Plan under OMOS (“<b>Auto-order Plan</b>”) may only submit an order on or before the relevant sale period. Any order received by HKP after the relevant sale period will not be accepted by HKP in any event. Should there be any credit balance on an account due to non-fulfilled orders as a result of missing the deadlines of certain stamp issues by you or other reasons, the balance will be used for payment of later orders.</p>
6.	<p>You shall in writing notify the Hongkong Post Philatelic Bureau at 1/F, Trade Square, 681 Cheung Sha Wan Road, Kowloon (“the Philatelic Bureau”) at least one month before the first day of the relevant new stamp issue in the case of any change of your delivery address, correspondence address or credit card details (for payment), or your intention to terminate your OMOS account. The Philatelic Bureau will send you a written confirmation upon receiving your notice. The written confirmation shall record effective date(s) of such change(s). If you do not receive such written confirmation within one month of your sending out the notice, please contact the Philatelic Bureau again.</p>
7.	<p>You shall pay an Overseas Delivery Service Charge for delivery of an order. The Overseas Delivery Service Charge is HK\$10 per delivery. The delivery will be sent by ordinary airmail. You may</p>

	<p>apply for delivery of an order by the Registration Service on a service charge of HK13 per delivery in addition to the Overseas Delivery Service Charge. If the total amount of an order for a single delivery is HK\$100 or above, the Registration Service will be provided free of charge.</p>
8.	<p>HKP will arrange to send out stamp products of an order to your designated address within six working days from the first day of the relevant new stamp issue or the date of the order confirmed (whichever is the later). If the delivery is unsuccessful, the stamp products of the order will be returned to the Philatelic Bureau (the “returned order”) and the Overseas Delivery Service Charge will not be refunded in any event. The Philatelic Bureau will issue a notice to you concerning the returned order and you shall contact the Philatelic Bureau within 14 working days after the receipt of such notice for any re-delivery instruction. Any returned order will be kept at the Philatelic Bureau for six-month from the date of the relevant new stamp issue or from the date of the order confirmed (whichever is the later) [the “six-month period”] pending for your re-delivery instruction. If no re-delivery instruction has been received in the six-month period, the Philatelic Bureau will issue a final reminder to you. If you still fail to give re-delivery instruction within 1 month from the date of the final reminder, you shall for all purposes be deemed to have waived all your right, title and other interests in the returned order and HKP is entitled to dispose of the order at its sole discretion. HKP reserves the right to claim against you for the expenses incurred in safekeeping any returned order before disposal.</p>
9.	<p>You shall check the condition of the stamp products of your order upon receipt of the same. HKP will replace any damaged stamp products in your order, provided that (i) HKP has adequate quantity of the same products in stock; (ii) you have notified the Philatelic Bureau in writing of the damage found in your order at your earliest convenience but in any event no later than two months from the date of the relevant new stamp issue or from the date of the order confirmed (whichever is later); and (iii) HKP is satisfied that the damage is not attributable to your or your agent’s act or omission. HKP will not be responsible for any refund and/or replacement if (i) you fail to notify the Philatelic Bureau in writing of the damage within the said two month’s period; or (ii) the damage is in the opinion of HKP attributable to any your or your agent’s act or omission.</p>
10.	<p>You may request to vary the ordered quantity and ordered type of stamp products of Flexi-order Plan and Auto-order Plan within one month from the date of the HKP’s acknowledgement letter issued to you. You shall check every HKP’s acknowledgement letter issued to you. The quantity and type of stamp products ordered under Flexi-order Plan and Auto-order Plan specified in the HKP’s acknowledgment letter will be deemed to be accurate if no request for variation is received from you within the said one month’s period.</p>

11.	<p><b>Auto-order Plan</b> – You give HKP standing order instructions if you join the Auto-order Plan. Once you have selected the product type and quantity, the selection will apply to all stamp issues of the year and the following years until your request for change is accepted by the Philatelic Bureau or your OMOS account is terminated. No quantity reduction of the selection or account cancellation will be accepted unless your written request for reduction or cancellation is received by the Philatelic Bureau at least one month before the issue date of the relevant new stamp products.</p>
12.	<p><b>Flexi-order Plan</b> – You may credit your account by a lump sum payment (whether by cash, bank-draft, cheque or credit card) for order settlement. You may also choose to deposit an extra fund into your account as a reserve for orders of any additional stamp products. No interest will be paid by HKP for any balance on your account. If your account balance is insufficient to settle your order, you shall, within one month from the date of HKP’s demand, pay the deficit to HKP to settle the order. Otherwise, HKP shall be entitled to, without prejudice to any of HKP’s right or remedy against you in respect of any breach by you of this contract, and without being liable to you for any loss or damage which may be occasioned, reject your order and/or terminate your account with immediate effect by notice. If you settle an order in foreign currency, any handling charges or other costs incurred for money exchange will be borne by you.</p>
13.	<p>HKP reserves the right to vary the price of the stamp products quoted in the Guides and the application forms. If your account balance is insufficient to settle your order, you shall, within one month from the date of HKP’s demand, pay the deficit to HKP to settle the order. Provided that the full payment is received and the concerned stamp products are still in stock, HKP will arrange to deliver the ordered stamp products to you as soon as possible.</p>
14.	<p>HKP is entitled to sell any stamp products to the public on any terms or conditions which are different from those stated herein.</p>
15.	<p>If any stamp products (including additional issues released during the year) are over-subscribed by the OMOS account holders, HKP shall at its sole discretion choose and accept orders on a first-come-first-served basis, by ballot or any other ways as HKP deems fit.</p>
16.	<p>“Thank You Perk” incentive scheme - You will become a member of the “Thank You Perk” incentive scheme if you (i) held an OMOS account in the previous year and conducted at least one</p>

	successful transaction in the previous year; and (ii) hold a current OMOS account and have ordered any stamp products for a total amount of HK\$200 or above (including Overseas Delivery Service Charge) during the current incentive period. A member of the “Thank You Perk” incentive scheme is eligible for a “Thank You Perk” incentive gift specified in the Guide.
17.	You will be regarded as an “Existing Member” if you (i) held an OMOS account and conducted at least one successful transaction from the first day of the 5 <sup>th</sup> preceding year until the first day of the current incentive period; and (ii) renewed such OMOS account during the current incentive period. Otherwise, you will be regarded as a “New Member”.
18.	“Member-Get-Member Reward Scheme” – If an Existing Member recommends a New Member to join OMOS, both of them will be eligible for an incentive gift under the “Member-Get-Member Reward Scheme” as specified in the Guide provided that each of them has ordered any stamp products for a total amount of HK\$500 or above (including Overseas Delivery Service Charges) during the current incentive period.
19.	New Member may only identify one Existing Member as his/her referee for the “Member-Get-Member Reward Scheme” by stating OMOS account number of the Existing Member.
20.	“Early Bird’s Incentive Scheme” – You will automatically join the “Early Bird’s Incentive Scheme” if you become the OMOS members during the current incentive period. An OMOS member will receive incentive gift(s) according to the total amount of order(s) placed during the current incentive period as specified in the Guide.
21.	The supply of the incentive gifts for the schemes mentioned above is limited. In the event that the demand exceeds the supply, HKP shall at its sole discretion award the incentive gifts on a first-come-first-served basis, by ballot, or by such other methods as HKP deems fit. Under no circumstances can any of the gifts be exchanged for cash or other services of HKP.
22.	HKP shall have the right to alter the terms, conditions or arrangements of any schemes and make final decision as to the entitlement of any person to any schemes set out under the Terms and Conditions from time to time without giving prior notice to you.

23.	HKP may, upon the expiration of the current incentive period, release new stamp products on an ad hoc basis (“ad hoc releases”). OMOS account holders will be advised of these products either by direct mail or other methods. The Terms and Conditions apply equally to the order of all such ad hoc releases. HKP will debit your account for any order of the ad hoc releases accordingly. You shall maintain sufficient balance in your account to settle any orders of the upcoming ad hoc releases.
24.	Notwithstanding anything provided herein, HKP shall have the right to alter or revise the delivery dates of all stamp products and incentive gifts, and to revise the incentive period without giving prior notice to you. HKP shall not be liable for any loss or damage howsoever arising from or in respect of any such alteration or revision.
25.	You shall comply with all laws and regulations whether of Hong Kong or elsewhere which apply to your subscription to OMOS and/or any transactions conducted under the Terms and Conditions.
26	Any online subscription to or transactions conducted under OMOS through Stamp OnNet shall also be subject to the Agreement of Stamp OnNet displayed at the website – <a href="http://www.stamponnet.hongkongpost.com">www.stamponnet.hongkongpost.com</a>
27.	The Terms and Conditions constitute the whole agreement between HKP and you and supersede any previous agreements, arrangements or understandings between the parties hereto relating to the subject matter hereof. Each of the parties hereto acknowledges and agrees that each of them does not rely on any statements, undertakings, warranties, representations given or made by any of them relating to the subject matter hereof, save for those statements, undertakings, warranties or representations expressly set out in the Terms and Conditions.
28.	No failure of any party hereto to exercise, and no delay in exercising, any right or remedy in respect of any provision of the Terms and Conditions shall operate as a waiver of such right or remedy.
29.	If any provision of the Terms and Conditions shall be found to be illegal, invalid or unenforceable (whether in whole or in part) under any laws of any competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the remaining provisions of the Terms and Conditions, all of which shall remain in full force and effect.
30.	(i) Unless expressly provided otherwise, each notice, demand or other communication given or made by <b>you to HKP</b> under the Terms and Conditions shall be in writing and delivered by hand

	<p>or courier, or dispatched by prepaid registered post or prepaid post, to “<i>Hongkong Post Philatelic Bureau, 1/F, Trade Square, 681 Cheung Sha Wan Road, Kowloon, Hong Kong</i>” or such other address as HKP has by at least five (5) days’ prior written notice specified to you. Such notices, demands or other communications shall be deemed to have been properly given or made by you as follows:-</p> <p>(a) if delivered by hand or courier, upon delivery to the said address of HKP;</p> <p>(b) if sent by post, two (2) business days (for local post) and five (5) business days (for overseas post) after the date of posting.</p> <p>(ii) Unless expressly provided otherwise, each notice, demand or other communication given or made by <b>HKP to you</b> under the Terms and Conditions shall be in writing and delivered by hand or courier, or dispatched by prepaid registered post or prepaid post, or sent by facsimile or email, to your correspondence address, facsimile number or email address (as the case may be) as you have submitted to HKP during your application for subscription as a OMOS account holder or such other correspondence address, facsimile number or email address as you have by at least five (5) days’ prior written notice specified to HKP. Such notices, demands or other communications shall be deemed to have been properly given or made by HKP as follows:-</p> <p>(a) if delivered by hand or courier, upon delivery to your correspondence address;</p> <p>(b) if sent by post, two (2) business days (for local post) and five (5) business days (for overseas post) after the date of posting;</p> <p>(c) if sent by facsimile or electronic mail, when the transmission is completed.</p>
31.	<p>The Terms and Conditions will be governed by and construed in accordance with the laws of Hong Kong. The parties hereto agree that the courts of Hong Kong will have exclusive jurisdiction in determining any claim or matter arising from or in connection with the interpretation or implementation of or the exercise of any rights or the performance of any obligations under the Terms and Conditions.</p>
32.	<p>In case of any conflict or inconsistency arising between the English version and the Chinese translation of the Terms and Conditions, the English version shall prevail.</p>