



NO FAKES PLEDGE

www.nofakes.hk

Aim of the Scheme

- To encourage a sense of pride among retailers who only deal in genuine goods
- To help promote consumer awareness of intellectual property protection in Hong Kong
- To sustain the confidence of consumers and tourists and strengthen Hong Kong's reputation as a "Shoppers' Paradise"

Benefits for Member

- Be able to distinguish themselves from dishonest retailers
- Be able to gain the confidence of consumers
- Be able to enhance their image as trustworthy retailers

Enquiry

Further information regarding "No Fakes Pledge" and intellectual property protection can be obtained from the Intellectual Property Department and www.nofakes.hk.

Hotline: 2961 5625/ 2961 6931

Terms and Conditions

The "No Fakes Pledge" Scheme shall be governed by the terms and conditions set out in paragraphs A to H below ("Terms and Conditions"), which may be amended from time to time by the issuing bodies and the Intellectual Property Department ("IPD"). All applicants and members of the "No Fakes Pledge" Scheme shall be subject to and comply with the Terms and Conditions. In the event of any conflict or inconsistency between the English and Chinese versions of the Terms and Conditions, the English version shall prevail.

A. Membership Validity

"No Fakes Pledge" membership is valid from 1st January until 31st December of that year and is renewable annually. For renewal applicants, please return your renewal application to your respective issuing body by 31st December.

B. How to Apply

1. Membership of "No Fakes Pledge" Scheme is free of charge. To be eligible for the membership, an interested retailer should be a member of at least one of the designated issuing bodies which are authorised by IPD and listed on the webpage of "No Fakes Pledge" Scheme. Application form for the "No Fakes Pledge" Scheme is available from the issuing bodies.
2. The processing time of new or renewal applications normally takes two months from the date of receipt of the application form by IPD. Applications for renewal submitted between October and December will have priority in processing.
3. If the issuing body requests the applicant to provide or supplement further information relating to its application and the applicant fails to respond within three (3) months from the issuance of the notice, its membership application for that year will not be processed.

C. Membership Requirements

1. The applicant has been operating continuously for more than 12 months in Hong Kong and has no substantiated record of selling or dealing in counterfeit and pirated goods during the period.
2. At the time of application, the applicant has a valid Hong Kong business registration certificate and a physical business address with actual operation in Hong Kong. New applicants must submit to their relevant issuing body proof of continuous operation for more than one year (for example, Hong Kong business registration certificates showing continuous business for more than 12 months prior to the application date).
3. For a membership application or membership renewal application covering the applicant's online shop, the online shop :

SHOULD:

- (a) have its own registered domain name obtained from accredited domain name registrars
- (b) have obtained valid Secure Sockets Layer (SSL) certificate to ensure the security of data transmission during the transaction process

- (c) have its server being hosted in Hong Kong or a trusted platform that provides web security
- (d) provide online checkout options which fulfilled the requirements of Payment Card Industry Data Security Standard (PCI-DSS) or other alternative security standards in the industry
- (e) provide accessible customer service (including contact information) and timely complaint management
- (f) provide clear shopping logistics as well as return and refund policy
- (g) protect personal data in accordance with the Personal Data (Privacy) Ordinance (Please refer to: *Guidance for Data Users on the Collection and Use of Personal Data through the Internet (Revised in April 2014)* https://www.pcpd.org.hk/english/resources_centre/publications/files/guidance_internet_e.pdf)
- (h) retain its online transaction records for at least 3 months

SHOULD NOT:

- (a) merely serve as a shopping platform which allows other retailers to operate their business on its platform
 - (b) conduct its business on other shopping platforms operated by third parties
4. For an applicant whose business involves the use of mobile app that is designed to provide the online shop function:
 - (a) the applicant should host the mobile app via or in legitimate and official app store or market
 - (b) the developer of the mobile app should ensure that the mobile app comply with the Best Practice Guide (SSL Implementation) for Mobile App Development issued by Hong Kong Computer Emergency Response Team Coordination Centre (HKCERT) (For details please refer to: https://www.hkcert.org/my_url/en/guideline/15091401)

D. Membership Assessment

1. If any complaint has been filed with a relevant authority (e.g. IPD, the Consumer Council and the Hong Kong Customs & Excise Department ("Customs")) against the applicant concerning infringement of intellectual property rights, or if there is any ongoing or pending litigation or arbitration, or any court or arbitration decision against the applicant concerning infringement of intellectual property rights, the issuing body shall have the sole and absolute discretion to refuse the application or renewal application for "No Fakes Pledge" membership by that applicant or to put such application on hold.
2. The issuing bodies have the right of final decision in considering membership applications and membership renewal applications and are not obliged to disclose any reasons of their decisions.
3. The issuing bodies and IPD shall not be responsible or liable in any way to any applicant for any loss or damage that may arise as a result of any refusal of any application or renewal application for membership or putting such application on hold.

E. Code of Conduct

All members must comply with the following terms and conditions:

1. Refrain from selling or dealing in counterfeit and pirated goods;
2. Impose discipline in protecting intellectual property rights among management and staff;
3. Allow officers of the Customs to visit their premises during trading hours for the purpose of monitoring compliance; and
4. Remove the listing of the counterfeit or pirated goods identified by the Customs on its online retail shopping platform within 1 working day upon being notified and provide the relevant information of the suppliers concerned upon the Customs' request.

F. Use of "No Fakes" Logo

The "No Fakes" logo is the property of IPD. If any member intends to use the "No Fakes" logo in or on its advertisements, promotional materials, business website, mobile app and social media platform(s) (where applicable), prior written approval must be obtained from IPD. The "No Fakes" logo used by the member must be provided by IPD.



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G. Handling, Display and Removal of Expired Logos and Materials




1. "No Fakes" stickers, tent cards and electronic logos are valid from 1st January until 31st December of the corresponding year.
2. All merchants must return all expired "No Fakes" stickers and tent cards ("Expired Materials") or provide a written declaration confirming the destruction of all Expired Materials to the issuing body concerned within one month after the expiry of the Expired Materials.
3. All merchants must remove all expired "No Fakes" electronic logos from their business website(s), mobile app(s) and social media platform(s) (where applicable) immediately after the expiry of the "No Fakes" electronic logos.
4. Regardless of any renewal of membership, no visual record (e.g. a photograph or video) containing any expired "No Fakes" sticker, tent card or electronic logo shall be displayed physically or online if the main purpose of displaying such visual record is for indicating, signifying or representing the merchant's membership (whether past or present) in the "No Fakes Pledge" Scheme.
5. If the issuing body has any reasons to believe that the merchant has failed to comply with any of the terms and conditions in paragraphs G.1 to G.4 above or that the written declaration on destruction of the Expired Materials has been falsely or erroneously made by the merchant, a written notice may be issued to request the merchant concerned to, within thirty (30) calendar days after the issuance of the written notice, rectify the non-compliance or (in the case of any false or erroneous declaration) provide evidence satisfactory to the issuing body that the declared destruction has taken place, failing which the issuing body shall have the right to refuse the merchant's renewal application for membership of the "No Fakes Pledge" Scheme for the coming year. The right of the issuing body under this paragraph is without prejudice to the rights of the issuing body under paragraph H.1.
6. The issuing bodies shall have the sole and absolute discretion to decide whether the display of a visual record containing any expired "No Fakes" sticker, tent card or electronic logo falls within the restriction under paragraph G.4. The issuing bodies are not obliged to disclose any reasons of their decisions, which shall be final and binding upon the merchant concerned.
7. The issuing body will keep a list of merchants who have failed to comply with any of the terms and conditions set out in paragraphs G.1 to G.4 above, or have falsely or erroneously made a written declaration on destruction of the Expired Materials, which forms a basis for refusal of their renewal applications for membership. The list will also be provided to IPD for record.

H. Suspension, Termination and Withdrawal of "No Fakes Pledge" Membership

1. If the issuing body and / or IPD have any reasons to believe that any member has failed to comply with any of the Terms and Conditions, or if any enforcement action is taken against such member by the Customs, the issuing body may suspend or terminate the "No Fakes Pledge" membership of the relevant member. The Customs has the right to seize and confiscate the stickers and tent cards as a result of the enforcement action taken against it.
2. Before making a decision to suspend or terminate the membership of a member pursuant to paragraph H.1 above, a written notice (including a reply slip) will be issued to the member informing it of the intended suspension or termination of its membership and the reasons. If the member wishes to contest the decision, it shall return a completed reply slip to the issuing body within two working days (i.e. excluding Saturdays, Sundays and public holidays), indicating whether it intends to request for a hearing at which the member concerned may make submissions on the matter.
3. If the member indicates that it does not intend to request for a hearing or if the completed reply slip is not received by the issuing body within 2 working days, the membership of the member concerned will be immediately suspended or terminated (as the case may be). If the member indicates that it intends to request for a hearing, the hearing shall be held within two working days upon receipt of the reply slip by the issuing body.
4. At any time before the hearing, the member concerned may submit any written representations for consideration by the hearing panel (which shall comprise at least an officer from IPD and an officer from the issuing body), irrespective of whether the member concerned intends to attend the hearing, provided that such written representations shall reach the hearing panel prior to the time scheduled for the hearing.
5. Upon considering all the submissions of the member concerned, whether at the hearing or otherwise, the hearing panel shall exercise its absolute discretion as to whether to suspend or terminate the membership of the member or not. The member shall be notified in writing of the decision of the hearing panel as soon as possible after the hearing. The hearing decision will also be announced on the webpage of the "No Fakes Pledge". Any decision reached by the hearing panel shall be final and binding upon the member concerned.
6. The "No Fakes Pledge" membership of a member shall terminate automatically and immediately in the event that such member ceases to be a member of the issuing body concerned for whatever reason(s). A member may withdraw from the "No Fakes Pledge" Scheme at any time by giving the issuing body concerned a written notice to that effect.
7. Upon suspension, termination or withdrawal of the membership for whatever reason(s), the member shall immediately cease using the "No Fakes" logo in any media or formats including but not limited to its advertisements, promotional materials, business website, mobile app and social media platform(s) (where applicable) and shall return all "No Fakes" stickers and tent cards to the issuing body concerned, IPD or the Customs immediately; failing which IPD with the assistance of Customs officers shall be entitled to remove and take possession of all "No Fakes" stickers and tents cards from the premises of the member concerned and in the member's custody or possession.
8. The issuing body concerned and IPD shall have the right to publicise, in any media and in any manners, the suspension, termination or withdrawal of the membership of any member, any actions taken against the member concerned and any other matters relating to the suspension, termination or withdrawal that the issuing body concerned and/or IPD may deem appropriate, including but not limited to the name and address/domain name of the member concerned and details of the suspension, termination or withdrawal.
9. The issuing bodies and IPD shall not be responsible or liable in any way to any member for any loss or damage that may arise as a result of any actions taken by the issuing bodies and/or IPD in relation to the suspension, termination or withdrawal of membership pursuant to paragraphs H.1 to H.8 above (including but not limited to any decisions to suspend or terminate the membership of any member) and/or the publication of any matters relating to such suspension, termination or withdrawal pursuant to paragraph H.8 above. This provision shall continue in full force and effect notwithstanding any suspension, termination or withdrawal of membership pursuant to paragraphs H.1 to H.8 above.
10. Upon termination of membership for whatever reason(s), the merchant concerned can only re-apply for the "No Fakes Pledge" membership after 12 months from the date of termination.

Updated on 1st January 2024

Issuing Bodies

 <p>Educational Booksellers' Association Ltd. 教育圖書零售業商會 ☎ 2480 0241</p>	 <p>H.K. & KLN, Electrical Appliances Merchants Association Ltd. 港九電器商聯合會 ☎ 2394 2135 www.hkeama.com.hk</p>	 <p>Hong Kong Book & Stationery Industry Association 香港圖書文具業商會 ☎ 2388 2356 www.hkbsia.org</p>	 <p>Hong Kong General Chamber of Pharmacy Ltd. 港九藥房總商會有限公司 ☎ 2543 9123 www.hkgcpl.com.hk</p>
 <p>Hong Kong Intellectual Property Council 香港知識產權保護協會 香港工業總會轄下 ☎ 2732 3181 www.industryhk.org</p>	 <p>HK Record Merchants Association Ltd. 香港唱片商會 ☎ 2384 8687</p>	 <p>HONG KONG RETAIL MANAGEMENT ASSOCIATION HKRMA 香港零售管理協會 ☎ 2866 8311 www.hkrma.org</p>	 <p>The Chamber of Hong Kong Computer Industry 香港電腦商會 ☎ 2785 8867 www.chkci.org.hk</p>
 <p>The Cosmetic & Perfumery Association of Hong Kong 香港化粧品同業協會 ☎ 2366 8801 www.cosmetic.org.hk</p>	 <p>The Federation of Hong Kong Watch Trades & Industries Limited 香港鐘表業總會 ☎ 2523 3232 www.hkwatch.org</p>	 <p>The General Chamber of Hong Kong Ceramic Tiles And Sanitary Wares Limited 香港瓷磚潔具業總商會有限公司 ☎ 3428 2622 www.hkctsw.org</p>	 <p>The Hong Kong Medicine Dealers' Guild 香港藥行商會 ☎ 2577 6424</p>
 <p>The Jewellers' and Goldsmiths' Association of Hong Kong Limited 香港珠寶首飾業商會 ☎ 2543 9633</p>			

Co-ordinator



知識產權署
Intellectual Property Department
☎ 2961 5625
www.ipd.gov.hk

Supporting Organisations

 <p>Consumer Council 消費者委員會</p>	 <p>Hong Kong Computer Emergency Response Team Coordination Centre 香港電腦保安事故協調中心</p>	 <p>Hong Kong Customs & Excise Department 香港海關</p>	 <p>Hong Kong Internet Registration Corporation Limited 香港互聯網註冊管理有限公司</p>
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