



NO FAKES PLEDGE

www.nofakes.hk

Objectives of the Scheme

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

Benefits for Member Company

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

Membership Validity

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

How to Apply

Membership of the "No Fakes Pledge" Scheme is free of charge. To be eligible for membership, interested retailers shall be a member of one of the twelve designated issuing bodies. Application form for the "No Fakes Pledge" Scheme is available from the issuing bodies or can be downloaded from www.nofakes.hk.

The processing time of new or renewal applications normally takes two months*. Applications for renewal submitted between October and December will have priority in processing.

* Starts from the date of receipt of the application form by the Intellectual Property Department ("IPD")

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.

Code of Practice

Member companies MUST fulfill and comply with the following conditions:

1. Refrain from selling or dealing in counterfeit and pirated goods.
2. Establish rules for protecting intellectual property rights for compliance by the management and staff of the company.
3. Allow officers of the Hong Kong Customs & Excise Department ("Customs") to enter their premises during trading hours for the purpose of monitoring compliance.
4. Remove the listing of the counterfeit or pirated goods identified by Customs on the company's online retail shopping platform within 1 working day upon being notified and provide the relevant information of the suppliers concerned upon Customs' request.
5. Comply with the rules and regulations set out and as amended from time to time by the issuing bodies and IPD.

Other Terms and Conditions

1. The member company 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 new application, the member company must have 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. If the issuing body and IPD have reasons to believe that there is a confirmed record of complaints or any ongoing or pending litigation or arbitration against the merchant concerning infringement of intellectual property rights, the application for "No Fakes Pledge" membership by that merchant will not be accepted. The issuing body is not obliged to disclose any reasons for its decisions.

4. For membership covering the member company'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 instructions on 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
5. For member company whose business involves the use of mobile app that is designed to provide the online shop function
 - (a) the member company 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)

The issuing bodies and IPD have the right of final decision in considering membership applications and are not obliged to disclose any reasons of their decisions.

Use of "No Fakes" Logo

The "No Fakes" logo is the property of IPD. If the member company intends to use the "No Fakes" logo in 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 company must be provided by IPD.

Handling and Removal of Expired Logos and Materials

1. All expired "No Fakes" stickers, tent cards and electronic logos should not be displayed and used.
2. All merchants must return all invalid "No Fakes" stickers and tent cards or proof/written declaration stating self-destruction of expired stickers and tent cards to the issuing body concerned within one month after the expiry of the "No Fakes" materials.
3. All merchants must remove all the invalid electronic "No Fakes" logos from their business website, mobile app and social media platform(s) (where applicable).
4. If the merchant fails to handle or remove the expired "No Fakes" stickers, tent cards and electronic logos in accordance with the above rules, or return any proof/written declaration, its renewal application for the coming year will not be entertained. The issuing body will keep a list of merchants who fail to return the proof/written declaration, which forms a basis for refusal of their renewal of membership applications. The list will also be provided to IPD for record.



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Suspension, Termination and Withdrawal of “No Fakes Pledge” Membership

1. If the issuing body and IPD have reason to believe that the member company has failed to comply with the code of practice and other terms and conditions, or if any enforcement action is taken against such member company by Customs, the issuing body may suspend or terminate the “No Fakes Pledge” membership of the relevant member company. 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 company pursuant to paragraph (1) above, a written notice will be served on the member company informing it of the intended suspension or termination of its membership and the reasons. The member company shall return a completed reply slip to the issuing body within two working days (i.e. excluding Sundays and public holidays), indicating whether it intends to attend a hearing at which the member company concerned may make submissions on the matter.
3. If the member company indicates that it does not intend to attend a hearing or if the completed reply slip is not received by the issuing body within 2 working days, the membership of the member company concerned will be immediately terminated. If the member company indicates that it intends to attend 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 company concerned may submit any written representations for consideration by the hearing panel, irrespective of whether the member company 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 company 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 company or not. The member company 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 company concerned.
6. The “No Fakes Pledge” membership of a member company shall terminate automatically and immediately in the event that such member company ceases to be a member of the issuing body concerned. A member company 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, the member company 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 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 tent cards from the premises of the member company concerned and in the member company'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 company, any actions taken against the member company 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 company 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 company for any loss or damage that may arise as a result of any actions taken by any of them in relation to the suspension, termination or withdrawal of membership pursuant to paragraphs (1) to (8) above (including but not limited to any decisions to suspend or terminate the membership of any member company) and/or the publication of any matters relating to such suspension, termination or withdrawal pursuant to paragraph (8) above. This provision shall continue in full force and effect notwithstanding any suspension, termination or withdrawal of membership pursuant to paragraphs (1) to (8) above.
10. Upon termination of membership for whatever reason, the merchant company concerned can only re-apply the “No Fakes Pledge” membership after 12 months from the date of termination.

Enquiry

Further information regarding the “No Fakes Pledge” Scheme and intellectual property protection can be obtained from IPD and www.nofakes.hk.

Hotline: 2961 5625/ 2961 6931

Issuing Bodies



Educational Booksellers' Association Ltd.
教育圖書零售業商會
☎ 2480 0241 ☎ 2480 0149



H.K. & KLN. Electrical Appliances Merchants Association Ltd.
港九電器商會
☎ 2394 2135 ☎ 2398 0147
☎ www.hkeama.com.hk



Hong Kong Book & Stationery Industry Association
香港圖書文具業商會
☎ 2388 2356 ☎ 2385 7436
☎ www.hkbsia.org



香港知識產權保護協會
Hong Kong Intellectual Property Council
香港工業貿易發展局 A FHO Council
☎ 2732 3161 ☎ 2312 7721
☎ www.industryhk.org



Hong Kong General Chamber of Pharmacy Ltd.
港九藥房總商會有限公司
☎ 2543 9123 ☎ 3107 0527
☎ www.hkgcpl.com.hk



HK Record Merchants Association Ltd.
香港唱片商會
☎ 2384 8687 ☎ 2782 1745



HONG KONG RETAIL MANAGEMENT ASSOCIATION
香港零售管理協會
☎ 2866 8311 ☎ 2866 8380
☎ www.hkarma.org



The Chamber of Hong Kong Computer Industry
香港電腦商會
☎ 2785 8867 ☎ 3526 0898
☎ www.chkci.org.hk



The Cosmetic & Perfumery Association of Hong Kong
香港化粧品同業協會
☎ 2366 8801 ☎ 2312 0348
☎ www.cosmetic.org.hk



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 ☎ 8148 2844
☎ www.hkctsw.org



The Jewellers' and Goldsmiths' Association of Hong Kong Limited
香港珠寶首飾業商會
☎ 2543 9633 ☎ 2850 7361

Co-ordinator



知識產權署
Intellectual Property Department
☎ 2961 5625 ☎ 2155 2310
☎ www.ipd.gov.hk

Supporting Organisations



Consumer Council
消費者委員會
☎ 2929 2222 ☎ 2856 3611
☎ www.consumer.org.hk



Hong Kong Computer Emergency Response Team Coordination Centre
香港電腦保安事故協調中心
☎ 8105 6060 ☎ 8105 9760
☎ www.hkcert.org



Hong Kong Customs & Excise Department
香港海關
☎ 2545 6182 ☎ 2543 4942
☎ www.customs.gov.hk



Hong Kong Internet Registration Corporation Limited
香港互聯網註冊管理有限公司
☎ 2319 2303 ☎ 2319 2626
☎ www.hkirc.hk