



# PRIVACY

## PRIVACY & COOKIES POLICY

FGC Group Pty Ltd, its related companies (Fashion Gateway China, we, us, our) understands that your privacy is important and ensures that your personal information is handled in accordance with the Privacy Act 1988 (Cth) (Privacy Act). This Privacy Policy explains how we manage personal information and the ways in which you may contact us about personal information we hold about you.

## PURPOSES FOR HANDLING PERSONAL INFORMATION

Personal information is information about you, such as your name, contact details and records of your dealings with us. We collect, hold, use and disclose personal information:

1. to process transactions and deliver products to you
2. to communicate with you
3. to assess applications for employment
4. to maintain our business records and to otherwise run our business
5. for purposes disclosed to you and to which you have consented
6. for purposes that you would otherwise reasonably expect, and
7. for any other purposes required or permitted by law.

## COLLECTION OF YOUR PERSONAL INFORMATION

We collect personal information such as email address, phone and mobile phone numbers, home address, shipping and payment card billing address, payment card details, IP address, search criteria and shopping history from our customers, business contacts, prospective employees and other individuals with whom we deal. We only collect personal information by lawful and fair means. We will collect your personal information through our interactions with you, such as when you make a purchase from us, where we communicate by telephone, mail, email, or when you enter your personal information on our website. In some cases, where it would be unreasonable or impracticable to obtain your personal information directly from you, we may seek to obtain it from a third party.

## USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

We will only use and disclose your personal information for the purposes set out in this Privacy Policy. We may disclose your personal information to third parties including:

1. our service providers (including IT services, financial institutions, mailing houses and distribution services)
2. our related companies and other business partners
3. our professional advisers (including lawyers, accountants and auditors)
4. other parties as required or authorised by law.
5. In so doing, we may disclose your personal information outside of Australia.

## SECURITY OF YOUR PERSONAL INFORMATION

We make all reasonable efforts to ensure that your personal information is stored securely, both in electronic and physical form, and otherwise protect it from misuse, interference and loss caused by unauthorized access, modification or disclosure. We hold your personal information in both paper-based and electronic files. Our employees and agents are obliged to treat any personal information held by us confidentially.

Your credit card details are completely safe. Your credit card number is transmitted by SSL directly to a secure, electronic vault. At no time is your credit card information stored on our servers

## PERSONAL INFORMATION COLLECTION STATEMENT

*FGC Group Pty Ltd*, its related companies (*Fashion Gateway China*, we, us, our) collect your personal information so that we can process your transactions and provide our products to you, interact with you and otherwise operate our business. We collect your personal information directly from you unless it would be impracticable or unreasonable to do so. You may refuse to provide us with some or all of your personal information, however this may prevent us from processing your transactions or delivering products to you.

We may disclose your personal information to our related companies and business partners, as well as our service providers, professional advisers, government and related authorities, and other parties as required or authorised by law. We may disclose your personal information outside of Australia.

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## ACCESSING AND CORRECTING YOUR PERSONAL INFORMATION

You may access your personal information held by fashion gateway China by contacting our office on +61 2 9419 4163 or [info@fgcgroup.com.au](mailto:info@fgcgroup.com.au) . We will respond to all requests for access and on the

rare occasions when we refuse access to your information, we will provide you with a written notice stating the reasons for our refusal. We may seek to recover from you reasonable costs that we incur in providing you with access to any of the personal information that we hold about you. We seek to ensure that the personal information that we collect, hold and use is accurate, up-to-date and complete, and the personal information that we use and disclose to third parties is relevant. If you discover that there is an error, or if the personal information we hold about you is outdated, incomplete or irrelevant, please contact our office on +61 2 9419 4163 or [info@fgcgroup.com.au](mailto:info@fgcgroup.com.au) . We are not obliged to correct any of your personal information if we do not agree that it requires correction. If we refuse to do so, we will provide you with a written notice stating the reasons for our refusal.

## MARKETING

We may use your personal information, including your contact details, to provide you with relevant consumer information, notify you of products, store openings and offers that may be of interest to you as a valued fashion Gateway China customer or business associate. You may opt out of receiving all or certain types of marketing information from us at any time by following the instructions at the bottom of our communications. Alternatively, you may contact our head office on +61 2 9419 4163 or [info@fgcgroup.com.au](mailto:info@fgcgroup.com.au) if you do not wish your details to be used for marketing purposes.

## QUESTIONS AND COMPLAINTS

If you have any questions, concerns or complaints about the way in which we have handled your personal information you may contact us on +61 2 9419 4163 or [info@fgcgroup.com.au](mailto:info@fgcgroup.com.au). We respond to all complaints as soon as possible.

You may also lodge a complaint with the Office of Australian Information Commissioner by calling 1300 363 992 or sending an email to [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au).

## CHANGES TO THIS PRIVACY POLICY

*FGC Group Pty Ltd*, its related companies (*Fashion Gateway China*, we, us, our) may make changes to this Privacy Policy from time to time, without notice to you. The up-to-date version of our Privacy Policy is on our website.

We may use your personal information in order to provide you with information about products and services that may be of interest to you. You may opt out of receiving this information at any time by contacting us using the details set out below.

Our Privacy Policy sets out our approach to managing your personal information. In particular, it explains how you can seek to access and/or correct the personal information that we hold about you, as well as how you can make a complaint about how we handle your personal information and how we will respond. If you have any questions, comments or complaints, you can contact us on +61 2 9419 4163 or [info@fgcgroup.com.au](mailto:info@fgcgroup.com.au)

# TERMS AND CONDITIONS

Welcome to the Fashion Gateway China! We take great pride in our website and aim to provide our customers with a luxurious and customer-centric experience. Please take a few minutes to read the

information below about the legal Terms and Conditions that apply to your use of this website and any services or products that you order from us.

#### ACKNOWLEDGMENT AND ACCEPTANCE

By using the website <http://www.fgcgroup.com.au> (website”), you agree to be bound by these Terms and Conditions, which form a legally binding contract between you and *FGC Group Pty Ltd*, its related companies (*Fashion Gateway China*, we, us, our) and its successors and assignees. These Terms and Conditions, our Privacy Policy, Shipping Policy and Returns Policy are to be read together to form the whole of this agreement and will be collectively referred to as the ‘Terms’ and apply to all purchases made on our website. You accept the Terms by making a purchase from us. Your purchase from the website indicates that you have had sufficient opportunity to access the Terms and contact us with any questions, that you have read, accepted and will comply with the Terms, and that you are eighteen (18) years or older, or have the consent of a legal guardian who is eighteen (18) years or older. You must not order products or services from us if you are under eighteen (18) years of age or do not have the consent of a legal guardian who is eighteen (18) years or older. If you do not agree to these Terms and Conditions, please do not use our website.

#### USE OF THIS WEBSITE

You must only use this website for lawful purposes and agree not to use it in a way that violates our rights or the rights of any third party. You recognise and agree that the content contained within this website is only intended for your own personal, non-commercial use and that you may only download, print or use content for this purpose. You must not copy, reproduce, modify, distribute, imitate, publish, commercially exploit or link to or deep-link into this website without our prior express written consent.

#### INDEMNITY

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Terms. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us. The obligations under this clause will survive termination of these Terms.

#### DISCLAIMER

The information contained on this website is provided by us in good faith. To the best of our knowledge, the information is accurate and current. However, we and our directors, officers, employees, consultants or agents do not make any representation or warranty as to the reliability, accuracy or completeness of the information.

We reserve the right to cancel and refund any order for \$0 or part order where a product is listed at \$0 or a Gift Card is listed at less than face value. Promotional codes can only be used once per

customer. We reserve the right to cancel any order in which it appears that multiple accounts have been set up for the same customer.

#### DAMAGE TO COMPUTERS OR OTHER DEVICES

We take reasonable steps to ensure that our website is free from viruses or other malicious or dangerous content, however we cannot guarantee that use of this website will not cause damage to your computer or other devices. We will not be liable for any loss or damage caused by any such content that may infect your computer due to the use of this website or any website linked to it. It is your responsibility to make sure that you have the proper equipment and anti-virus software to use this website safely.

You must not misuse this website by introducing technologically harmful material, including but not limited to, viruses and trojans or by attempting or actually breaching the website's security mechanisms.

#### THIRD PARTY WEBSITES

This website may contain links to third party websites. We are not responsible for the condition or content of those websites as they are not under our control. You access those websites and/or use the website's products and services solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement by us of the websites or the products or services provided on the website.

We will not be held responsible or liable for any direct or indirect loss or damages caused or alleged to have been caused by your use, of, or reliance on, any content, goods or services available on an external website. Any concerns regarding an external link, should be directed to its responsible website administrator or webmaster.

#### PRIVACY

We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines. Your privacy is very important to us and we will always act to protect your information in accordance with our Privacy Policy. Our Privacy Policy constitutes part of these Terms and Conditions.

#### SPAM

Under no circumstance will we deliberately send you an electronic message without your consent. If you receive an unsolicited email from us, please let us know.

#### COOKIES

A Cookie is a small data file that is stored by your web browser on your computer. For more information on our Online and Digital Service please see our Privacy Policy.

#### PROMOTIONS AND OFFERS

Please note that unless specifically mentioned, no promotions or offers may be used in conjunction with any other promotion or offer and cannot be used to purchase Gift Cards. We reserve the right

to cancel and refund any order placed online where a customer has used one or more promotion or offer to place an order.

We may run competitions and promotions throughout the year. Competitions and promotions may have their own separate terms and conditions which will apply in addition to these Terms. Please carefully read those terms and conditions before entering or participating in a competition or promotion. If a competition or a promotion does not have its own specific terms, these general Terms will apply.

#### PASSWORD AND ACCOUNT SECURITY

It is your responsibility in maintaining the confidentiality of your password and account and all activities that take place under your password or account. If you will be using a shared computer ensure that you logout of your account at the end of each session. If you believe that there has been a security breach or misuse of your password or account, please let us know immediately. We will not be liable for any loss or damage that may occur as a result of your failure to comply with this clause.

#### WEBSITE CHANGES

These Terms may be amended from time to time with notice, and we reserve the right to amend these Terms at our sole discretion, without prior notice and without incurring any liability to you. Your use of this website following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check these Terms prior to each use of the website.

#### WEBSITE UNAVAILABILITY

We will not accept responsibility if this website is unavailable to you as a result of computer downtime, malfunction or other factor/s beyond our control.

#### GIFT CARDS

Gift cards cannot be purchased with promotional codes. Gift cards cannot be refunded or returned, unless required by law. They will also not be exchanged for another denomination or tender such as cash. Please note that we are not responsible for and are unable to replace gift cards which are lost or stolen.

#### CORRECTION OF ERRORS

Occasionally there may be content on this website that contains typographical errors, inaccuracies or oversights relating to a product description, product image, price, promotion, special offer or availability. In this circumstance, we reserve the right to amend any typographical errors, inaccuracies or oversights and to correct or update content or cancel orders at any time without prior notice. Please note that this also applies to orders that have been submitted.

If you believe that there is a typographical error, inaccuracy or oversights on this website please contact us by email at [info@fgcgroup.com.au](mailto:info@fgcgroup.com.au)

**Indemnity**  
You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your breach of the Terms. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products including but

not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us. The obligations under this clause will survive termination of these Terms.

#### FORCE MAJEURE

We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 business days' notice in writing.

#### WAIVER

Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.

#### TERMINATION

If you breach these Terms and Conditions, we reserve the right to immediately suspend, terminate or limit your access to this website. A notice as outlined above will be sent to you.

#### ASSIGNMENT

You must not assign any rights and obligations under the Terms whether in whole or in part without our prior written consent.

#### SEVERABILITY

If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### GOVERNING LAW

We operate this website from our offices in Australia; however this website may be accessed throughout Australia and overseas. The laws of Australia govern these Terms. We make no representations that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the website.

#### COMMENTS

If you have any comments or concerns we welcome your feedback and suggestions, please contact our Customer Care Team:

Hours: Monday-Sunday 10:00am-5:00 pm AEST

Phone: +61 2 9419 4163

Email: [info@fgcgroup.com.au](mailto:info@fgcgroup.com.au)