

# **Terms & Conditions**

Version 1.0.1 Document Revision #2

**−** \* THE KOLLECTIVE PH

**THE KOLLECTIVE PH** (referred to as "first party", "we", "our", "us", "its", and/or "the shop") has the authority to modify and update its Terms and Conditions without prior notice. Updates shall be released once changes have been fully integrated to the document.

All products sold (and/or resold) by **THE KOLLECTIVE PH** are official unless otherwise stated. Item conditions (whether sealed or unsealed, inclusions, dents, and/or damages) shall be explicitly stated on each listing.

**THE KOLLECTIVE PH** shall NOT discriminate against its buyers and interested **customers** (referred to as "second party", "you", "your", "they", "their", and/or "GO participants") despite their age, SOGIE, social status, race, ethnicity, religion, disability, and other physical, social and/or cultural identifiers not explicitly mentioned. However, should the customer be a minor (aged 17 and below), we strongly encourage you to seek permission/approval from your parent(s)/guardian(s) before submitting an order form and joining any of our group orders (GOs).

Special cases not covered by the Terms and Conditions shall be discussed and deliberated upon by THE KOLLECTIVE PH and its customers. Inputs from any third party shall be valid, however, will not have any bearing on decisions agreed upon between THE KOLLECTIVE PH and its customers involved in special case/s.

By ordering from THE KOLLECTIVE PH, it shall be recognized that the customer understands and accepts all of the terms and conditions stipulated below.

#### 1. Cancellations

- a. Cancellations once the invoice has been issued will not be allowed unless otherwise stated.
- b. Cancellations after the albums have been secured will not be allowed. If the buyer still expresses cancellation despite these rules, there will absolutely be NO refunds issued for paid and/or secured orders.
  - i. The customer also agrees that once the cancellation is in effect, THE KOLLECTIVE PH has the right to sell/distribute the cancelled merch/paid

order through any of its online channels (such as, but not limited to, twitter, Shopee, and/or Facebook marketplace).

- c. THE KOLLECTIVE PH reserves the right to cancel an order if:
  - i. a customer fails to fulfill the required payment (e.g. 50%, reservation fee, remaining balance, etc) for their orders by the deadline of payment (DOP);
  - ii. a customer fails to comply with their late payment penalties (<u>See 5.1. Late</u>Payment Fees);
  - iii. if it is not able to secure/process the orders specified;
  - iv. if the customer shows signs of disrespect or if they treat any of the GOMs poorly

#### 2. Returns and Exchange

- a. Claims for returns and exchange are subject to deliberation.
  - i. A **FULL unboxing video** of the sealed package in the condition you received it from the courier must be submitted to us for claims.
  - ii. Deliberation may be completed within 2 to 7 working days due to conflicts of schedules of the GOMs, however, please know that we will resolve this in a very timely manner.
- b. THE KOLLECTIVE PH cannot take accountability for marks, damages, and/or incomplete inclusions INSIDE sealed and brand new products. Thus, no refunds or exchanges may be entertained. Please note that returns and exchanges with Korean companies or stores should take place only within 7 to 14 days from date of receipt at the KR Address.
- c. Likewise, THE KOLLECTIVE PH shall not be liable for any damages made by both local and international couriers. If we observe any damages from its arrival to our PH address, the customer shall be notified immediately. No refunds or exchanges shall be made for instances of damages or losses from shipment/transit (local and/or international) or from acts of God.
- d. THE KOLLECTIVE PH shall hold the responsibility of inspecting the items thoroughly before sending them to their customers.
  - i. Photos/videos of your items before and during the packing process are available upon request.
- e. Shipping fees for product returns and exchange shall be shouldered by the customer, unless otherwise stated.

## 3. Refunds

- a. No refunds shall be made for cancellations.
- b. Refunds will be issued in the case of changing mode of delivery (Courier A to Courier B) or removing poster tubes from your order once paid. Other similar situations may call for refunds and will be subject to the decision of THE KOLLECTIVE PH. For a guide on order changes, please refer to <a href="Order Process">Order Process</a>, No. 8.
- c. Refunds will be issued in case items are out of stock/THE KOLLECTIVE PH is unable to secure.
- d. Refunds for overpayment may be issued as a bank/cash transfer or transferred to your balance for another item/GO.
- e. In general, refunds shall be issued through bank/cash transfer. Refunds via offline remittances (Palawan, Cebuana Lhuiller, etc.) will NOT be processed.

## 4. International and Local Shipment

#### a. International

- i. We ship with either UMAC Express or GOLDSTAR KOREA from Korea to the Philippines. All transit times are under NORMAL ETA (4-6 weeks during the rest of the year, 5-8 weeks over the Holiday season/October to January).
- ii. THE KOLLECTIVE PH will not be liable for any damages that the international courier makes within transit from their KR warehouse to our PH address.
- iii. We do not offer fast ETA for our services unless otherwise stated.

#### b. Local

- i. Local couriers are Lalamove (Greater Manila only), Abest Express (Nationwide), and J&T Express through Shopee (Nationwide). We are not able to ship using other couriers at the moment.
  - 1. We add handling/packaging fees (ranging from P20-30) per transaction on top of the actual fees to cover/shoulder packing efforts and expenses.
- ii. Full cash-on-delivery (COD) is available for onhand item purchases through Shopee. Otherwise, all pre-orders shall be paid according to their respective DOPs and amounts.
- iii. Once the parcels have been handed to the courier, THE KOLLECTIVE PH will not be liable for any losses, mishandling, or damages experienced during transit from its PH address to the customer's.
  - 1. It is the customer's responsibility to select a courier that they feel comfortable with. All risks associated with a certain courier shall be born upon the customer.
- iv. Should there be errors on your waybill or shipment due to the GOMs, all shipping expenses shall be shouldered by THE KOLLECTIVE PH. This shall be limited to events in the following nature:
  - 1. THE KOLLECTIVE PH has wrongly encoded the customer's details on the waybills from the order form submitted;
  - 2. THE KOLLECTIVE PH has shipped items of Person A to Person B, and/or vice versa, unknowingly; and
  - 3. THE KOLLECTIVE PH has shipped incomplete items (given sufficient proof has been provided by the customer, i.e. **unboxing video**).
  - 4. Should the customer be found at fault for the error on their waybills (e.g. typographical errors, incomplete information), THE KOLLECTIVE PH will not be liable and the customer will need to shoulder all expenses for re-shipping.

## 5. Payment

- a. Payment shall be made only through available modes of payment: BDO, BPI, GCash, Paymaya. Offline remittances shall be made available subject to the schedule of the GOMs. Card (debit or credit) payments are not available.
- b. Proof of payment (screenshots of receipts, confirmation emails, scans or photos of receipts, etc.) shall be submitted to the designated payment form for the GO. It is the customer's responsibility to send a clear and legible receipt of the payment for a smoother transaction. Please expect payment confirmation within 2-7 working days. A payment receipt shall be sent to the email used on the order form.

- c. Transaction fees, if any, shall be shouldered by the customer. In the event that the transaction fee is deducted to the actual payment, THE KOLLECTIVE PH will only record payment based on the total amount received.
- d. All payments made to THE KOLLECTIVE PH shall be non-refundable unless otherwise stated. See <u>3. Refunds</u> clause for more information.
- e. Extensions for deadlines of payment will be under the discretion of THE KOLLECTIVE PH.

## 5. 1. Late Payment Fees

- a. Late payment fees amount to P50/day, until only 7 days after the deadline of payment for the remaining balance, for a maximum of P350 per transaction.
- b. Failure to settle late payment fees shall result in cancellation of the order with <u>zero</u> refunds to any payments made to the transaction.
- c. Your item/s will not be shipped out if pending fees are not settled.
- d. Imposition of late payment fees on extended and/or lapsed payments shall be effective from 01 July 2021 onwards, unless otherwise stated.

## 6. Combined Shipping and Storage Period

- a. Due to limited space, THE KOLLECTIVE PH can only accommodate combined shipping requests until 1 box later from the first box, e.g. items in Box 1 may be shipped with your items in Box 2, regardless of the ETA. However, your items in Box 4 should be shipped separately to make way for storing other items and to avoid errors in stock management.
- b. You may request your items to be stored only until 1 week (7 days) after receiving the notification that your items are ready to ship. Beyond that, we would have to ship your items for the same reasons mentioned above (6.a.). Should there be any additional requests for storage (holding ready-to-ship items until a certain period of time), a fee of 30php/day (including weekends and holidays) shall be imposed as a storage fee until a period of thirty (30) days. Non-collection of item/s after the 30-day period without reason shall be grounds for forced cancellation and payments made until the end of the 30-day period shall be non-refundable.

Storage within 7 calendar days	Free
Storage beyond 7 calendar days, only up to 30 calendar days (including initial 7 calendar days)	30php/day
Storage beyond 30 calendar days	Grounds for cancellation/forfeitur e

c. Should the customer request for an additional storage period for their consolidated items or items under combined shipping (*e.g.* items in Boxes 1 and 2), the 7-day period shall begin upon notification of ready-to-ship for their items in the later box (Box 2). The same guidelines in 6.b. apply.

*e.g.* once Box 2 items arrive and are packed with your Box 1 items, the 7-day period shall begin once THE KOLLECTIVE PH notifies you that your consolidated items are ready to ship.

## 7. Communication

- a. All buyers should own an active email address and phone number and should be able to submit their emails and contact numbers for communications purposes. Order confirmation/s, payment receipts, payment reminders, and/or updates, and other correspondence not mentioned shall primarily take place via email and DMs. Should THE KOLLECTIVE PH be unable to contact you through twitter DM and via email, we shall contact you through your phone number.
- b. It is the buyer's responsibility to read, understand, and inform themselves with THE KOLLECTIVE PH's updates and announcements.
  - i. Some of our emails may be received as spam/junk so make sure to check these folders as well.
  - ii. Our update tweets may be pushed down by the Twitter algorithm and/or other tweets. Please feel free to check latest tweets under #BangKetaPHUD.
- c. For concerns (whether urgent or not), please contact THE KOLLECTIVE PH through its <u>twitter page</u> or <u>email address</u>. The admins shall attend to you at the soonest possible time.
- d. We honor your time and privacy, so as much as possible, please DM us and avoid messaging us through any of the admins' personal social media accounts.
  - i. We do not usually see indirect/private tweets. We would prefer it if you speak to us directly through DMs and/or email.
- e. Official THE KOLLECTIVE PH accounts are as follows:
  - Twitter <u>@thekollectiveph</u> (for general kpop merch)
  - Twitter <a href="mailto:obangketapulls">obangketapulls</a> (for photocards and paper goods only)
  - Email thekollectiveph@gmail.com
  - Shopee <u>bangtanmarketph</u>
  - i. Please avoid transacting with accounts not specified on this list that claim to be part of THE KOLLECTIVE PH. At times, THE KOLLECTIVE PH admins use their personal accounts to cross-post items on Facebook. Feel free to verify with us first for legitimacy.

# ORDER PROCESS

- Available group orders (GOs) are under <u>#BangKetaPHGO</u>. Respective deadlines of orders (DOO) and deadlines of payment (DOPs such as 50% and remaining balance) may be seen on the GO's tweet and order form.
- 2. Fill out the form specified on the GO tweet and read all terms and conditions. Make sure to type correct and accurate details to avoid any errors, especially during the shipping process. If you have any trouble in filling out the form, please DM us. THE KOLLECTIVE PH shall not be liable for any typographical errors or inconsistencies made on the submitted order form.
- 3. Once submitted, you will receive an invoice through the provided email within 5 days. Open the link to find the shop's payment details and the total amount to pay, as well as deadlines of payment. Your invoice number shall serve as your transaction ID so please do not lose or delete your order confirmations and invoices.
- 4. Payments shall be submitted to the payment form located on the bottom of your invoice. Each payment shall be recorded and reflected on your invoice link. You should be able to receive an emailed payment receipt for each payment. Please note that payment confirmations may take 2-7 working days. If you seem to have not received any payment receipt from us after this period, please feel free to follow up.
- 5. Once we have received at least 50% of your payment, your order will be processed according to your order form. If we do not receive any payment or hear from you on or before the specified deadline of downpayment, we will not consider your order.
- 6. All GOs are shipped via sea cargo, thus, are under **NORMAL ETA**, unless otherwise stated. This means that all GOs are expected to arrive in our Philippine (PH) address approximately **4-6 weeks after its release**, **provided there are no delays in production, stocking, or international transit.** 
  - a. THE KOLLECTIVE PH will not be liable for any of these delays should they persist.
  - b. THE KOLLECTIVE PH will not be liable for any damages (dents, scratches, rips on plastic, etc.) on the albums from production, international shipping, and local shipping.
  - c. Damages observed upon opening the box from Korea shall be immediately reported to our consolidator and to the GO participant/s.
- 7. Updates for each GO will be posted on a weekly basis via our weekly Mass Updates tweet/thread or as frequently as possible with the hashtag #BangKetaPHUD. More frequent and detailed updates shall be provided through our GO masterlist. Please refer to these resources for updates as we may not be able to personally message you about your orders.
- 8. Changes to orders (limited to the likes of poster specifications, recipient, and mode of delivery)\* may be done until the box arrives in the PH. Please refrain from revisions (such as folded posters or poster tubes) once the items are for packing.

\*Any revisions to your order **ASIDE** from the actual order quantity/version may be entertained, subject to the availability and convenience of the request. Please DM us.

- 9. Once the items arrive in the PH, the assigned packing team shall carefully inspect the box conditions before unboxing, and each of the item's conditions and completeness. We will inform respective GO participants of damages, if any. Otherwise, we will proceed to sorting, tagging, taking documentation, and packing.
- 10. The entire packing process takes 5 to 10 working days to finish. Make sure to respond if there are any questions from the admins regarding your order for a smooth shipping process.
- 11. Checkout links and Lalamove request forms shall be sent via DM while tracking numbers will be sent via email.
  - a. Checkout links and Lalamove request forms shall only be sent once items are ready to ship.

# PRE-ORDER INFORMATION

- 1. All items (albums, DVDs, official lightsticks, merch) are directly imported from South Korea.
- 2. All items are for pre-order. Pre-order items usually arrive at our Korean (KR) address within 1-3 weeks from its release date. For old releases (e.g. old albums, titles, or eras), the items usually arrive at our KR address within 1-2 weeks from purchase.
  - a. Please note that **we will not be liable** for any delays from album production or from Korean and international logistics.
- 3. All purchases for brand new albums will be counted towards Hanteo and Gaon music charts. We only transact directly with Korean music stores and official websites. We do not engage with unofficial or informal resellers for sealed and brand-new albums.
- 4. Pre-order benefits (POBs), posters, and special gifts will be included IF available. Preference or choosing of album versions shall also be made available if possible via the order form or through pooling. This will be stated on the order forms and on the main tweet of the GOs.
  - a. For old releases with available POBs and/or posters, there may be a price difference from the initial pre-order price.
  - b. Posters and POBs may run out without prior notice from the company even if we have secured them over the pre-order period.
    - THE KOLLECTIVE PH shall not be liable should the website or company run out of POBs or limited pre-order inclusions for orders made during the specified pre-order period.
- 5. Shop freebies will be available for all orders unless otherwise stated (e.g. delay due to supplier or printer issues).