

Terms and Conditions

1. You warrant that you will only submit a photo, logo, or image (collectively "Image") or text that you own, or have the owner's permission to copy.
2. You warrant (where applicable) that you will only submit an Image or text once you have obtained the necessary authority of all individuals and organisations whose image, or property (including intellectual property), is reproduced in the Image or text. Authority may be given by a guardian in favour of a child.
3. All copyright and other intellectual property rights in the Personalised Stamps (excluding the Image or text that you supply) belong to us. You must not copy or reproduce or authorise the copying or reproduction of any of our intellectual property.
4. The Image or text you submit will not be stored (electronically or otherwise) and we will not use that Image or text for any purpose other than creating your Personalised Stamps unless we have your prior approval. We will not return the Image or text which you submitted.
5. We reserve the right not to print your Personalised Stamps using the Image or text you provide where we deem, in our sole discretion, that the Image or text is unacceptable, indecent, inappropriate or offensive for whatever reason. In such instances, we will inform you of our decision and refund any payment you have made to us apart from the application or administrative fee.
6. Without limiting the generality of clause 5 above, we will refuse to process your order if we consider, in our sole discretion, that the Image or text you have submitted may be misleading, offensive to any ethnic or religious group, contrary to moral values of Malaysian society, contains any political message, may infringe copyright or any other intellectual property right, may be defamatory or may breach any law. We may ask you to prove that you have the right to copy the Image and that permission has been obtained from persons featured in the Image. If you are unable to prove this, we may refuse to print your Personalised Stamps.
7. Notwithstanding our discretion in terms 5 and 6 above, you agree to indemnify us against any and all claims, damages, expenses, and legal costs, which we suffer arising from or in connection with any breach of these Terms and Conditions, including without limitation any infringement of any individual or organisation's copyright or other intellectual property rights or unauthorised use of any Image or text of any person or property, and any other civil liability or penal sanction.
8. You acknowledge that the quality of the finished product is dependent on the Image or text submitted and that variation in colour, image quality and position may occur. We reserve the right to change the images reproduced on the Personalised Stamps and frame designs without prior notice to you. Please refer to the attached [Guidelines] for more information on the minimum requirements for the Images you intend to submit to us.

9. To the extent permitted by law, we will not refund or replace an order if the Image printed on the tab of your Personalised Stamps is of poor quality. Your use of the Personalised Stamps must not result in liability to us.
10. We may change any aspect of, or withdraw the design of Personalised Stamps offered at any time without notice. Prices may be varied at any time at our discretion. Prices are exclusive of applicable tax (if any). We may charge handling, postage and administrative fees for your application and may, but shall not be obliged to, give you a discount.
11. The delivery service provided by us pursuant to these Personalised Stamps Terms and Conditions is subject to our [general terms and conditions for delivery of postal / courier items].
12. We will endeavour to ensure that Personalised Stamps for applications submitted to our **Philatelic Counter, Pos Malaysia Berhad, 2nd Floor, Bangunan Pejabat Pos Besar Kuala Lumpur, Kompleks Dayabumi, 50670 Kuala Lumpur** will be produced and dispatched within 7 working days from approval of your application. We do not guarantee delivery of your Personalised Stamps within this timeframe. Personalised Stamps for applications submitted to us at road shows, exhibitions and other events may take longer than 7 working days from approval of your application. If you wish to use the stamps for a special occasion or bulk orders, please ensure that your order is placed early enough to allow ample time for your order to be fulfilled to meet the date of your event.
13. We will not refund your payment because of delivery delays, and will not be liable to you for any loss or damage caused by delivery delays.
14. Refunds will be given only where the stamps are faulty, damaged or rendered unsuitable to be used as postage, provided that your claim is made within 30 days of the date of delivery and you can show to our satisfaction that any damage occurred before the Personalised Stamps were delivered to you.
15. To the maximum extent permitted by law, Pos Malaysia Berhad's liability to you for any claim in relation to your Personalised Stamps order is limited to refunding the payment you have made for that order.
16. A base stamp and an Image will collectively constitute one Personalised Stamp. You may use the Personalised Stamps to pay postage on a postal article posted in Malaysia, or as a collectable. Each Personalised Stamp may only be used to pay postage on one occasion, and will be marked to denote cancellation.
17. These Terms and Conditions are governed by Malaysian laws and you submit to the non-exclusive jurisdiction of the courts of Malaysia.