

Terms and Conditions

Welcome to the Forever New website! This website is operated by FN Singapore Investments Pte Ltd (201014172M) and on behalf of its associated entities (collectively called 'Forever New').

Acknowledgement and Acceptance

By accessing and using this website you agree to be bound by these terms and conditions of use, our Returns Policy, our Privacy Policy and our International Shipping Terms, which all form part of these terms and conditions ('Terms'), as updated from time to time without notice. If you disagree with these Terms or any part of these Terms, you must not access or use this website.

Forever New reserves the right to refuse, withdraw or restrict access to (including individual access) or take down this website at any time without notice for any reason. We will not be liable if for any reason this website is unavailable at any time or for any period.

These Terms may be amended at any time without notice to you, and it is your responsibility to monitor this website for any changes to these Terms.

Purchases using the Forever New website must only be made for personal use.

Access and Use

You may only access and use this website in accordance with these Terms.

You may only access parts of this website that are designated for unrestricted public access.

You may only access other parts of this website if we have expressly given you permission to do so, but then only for the purposes, and in the manner, permitted.

If we give you a password to access any part of this website, you must keep that password confidential and not disclose it to any other person. Nor may you permit any other person to use that password. You must change your password immediately if you believe that it has become known to any other person;

You must make sure all information and instructions that you give us are true, correct and complete, and that you are authorised to provide the information and instructions;

You may only save a local copy of, or print material posted on this website for your own information or research, or to inform others about this website.

You must take your own precautions to ensure that whatever you select from this website is free of viruses or anything else that may interfere with your or any third party's computer systems.

We also reserve the right to refuse access or edit or delete material posted by you in contravention of these Terms.

Privacy

Please refer to our [Privacy Policy](#) for more information

By using our website, you consent to our collection of your personal information in accordance with the terms of our Privacy Policy.

Misuse and Prohibitions

You must not use this website in any way that causes, or may cause, damage to this website or impairment of the availability or accessibility of the website; or in any way which is malicious, unlawful, offensive or obscene, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, robot, spider, scraper or other malicious computer software or otherwise attempt to damage, interfere with or introduce anything to this website or any network or system underlying or connected to it for any purpose, or act in any other way that compromises this website or any network or system underlying or connected to this website.

You must not use this website to transmit or send unsolicited commercial communications, advertising or promotional material, commonly referred to as "spam". You must not hack or attack any aspect of the service or Website; corrupt data; cause annoyance to other users or infringe upon the rights of any other person including their proprietary rights.

You must not use, reproduce, duplicate, copy, sell, re-sell, adapt, transmit in any form by any process (graphic, electronic or mechanical, including further copying, recording, or caching by a storage or information retrieval system, or download accelerator) or otherwise exploit this website or any part of this website for any commercial purpose.

You must not post or transmit to this website any illegal, indecent, threatening, abusive, insulting, defamatory, unlawful, obscene or indecent information or misleading or deceptive material of any kind, or encourage any other person to do so.

You must not post or transmit any material to this website which breaches any laws relating to a person's right to privacy or the export of personal information, or personal information about another person without their consent.

You must not post or transmit any material to this website which is objectionable on the grounds of public interest, public morality, public order, public security, national harmony, or is otherwise prohibited by applicable laws.

You must not copy, distribute, alter or tamper with in any way, or otherwise use, any material contained in this website (except as expressly permitted in these Terms).

Intellectual Property

The materials, images and content displayed on this website are the property of Forever New and any applicable licensors and are protected by copyright, trade mark and other intellectual property laws. You may store, print and display the content supplied solely for your own personal use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Forever New.

Save for the above, Forever New does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into this website or in the user interface of this website.

Any material you post, send to us on or via the Website will be deemed to be non-confidential and non-proprietary. This includes any data, questions, comments, suggestions, reviews, ideas or other information. We will be entitled to use such material for any purpose without compensation to you and you. All intellectual property rights (including copyright) in the material you post or send to us via this website vest solely and completely in Forever New and you assign all right, title and interest to Forever New.

Limitation of liability and indemnity

Forever New will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

To the maximum extent permitted by law Forever New will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website for any indirect, special or consequential loss for any individual or business losses.

This does not affect Forever New's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

You agree to indemnify, defend and hold harmless Forever New, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of these terms.

Reviews

By submitting any content to Forever New and participating in reviewing items and online content you represent and warrant that:

- you are the sole and unencumbered owner of the intellectual property rights shared in the Website;
- all "moral rights" and rights of a similar nature that you may have in such content have been voluntarily waived by you;
- all content that you post is relevant and accurate and genuinely held (where it states opinion) and not misleading or deceptive;
- you understand you are participating in a public forum and that is publically available;
- the content and your use of the Website does not violate these Terms and you will not cause any damage, loss or injury to anyone;
- the content does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- the content does not violate any law, statute, ordinance or regulation;
- you will not post content:-
 - that is, or may reasonably be considered to be, obscene, defamatory, hateful, racially or religiously biased, offensive, indecent, threatening, abusive, insulting, or harassing to anyone;
 - for which you were compensated or granted any consideration by any third party;
 - that impersonates any person, or misrepresents your identity or affiliation with any person;
 - that includes any information that references other websites, addresses, email addresses, contact information, phone numbers or other personally identifiable information in respect of any individual
 - that contains any computer viruses, worms or other potentially damaging computer programs or files.

For any use of the Website and use of the review mechanisms that you submit, you grant Forever New a perpetual, irrevocable, royalty free, transferable and sub-licensable right and license to use in any way such content throughout the world without compensation to you or anyone else. This license will survive the termination of these Terms and your use of the Website.

Third party websites

This website may contain links to other websites operated, controlled or produced by third parties ('Third Party Websites'). Unless otherwise indicated, Forever New does not control, endorse, sponsor or approve any Third Party Websites or their content. Forever New does not provide any warranty or take any responsibility whatsoever for any aspect of Third Party Websites or their content.

No inappropriate links may be made to this website without the prior written consent of Forever New. To make inquiries about obtaining such written consent, please contact customer.service@forevernew.com.sg

Buying online with Forever New

To make a purchase from this website or to subscribe to this website you must be 18 years of age or over, or have obtained the consent of your parent or guardian if you are under 18 years of age, and be making purchases

for personal use only. You must not make purchases for any commercial purpose. Purchases from this website can only be made using the online payment facility on this website with a valid credit card (Visa or MasterCard), gift card or PayPal account.

Forever New reserves the right to refuse to fulfil or cancel any order; including those that it considers to be a bulk order, fraudulent, not for personal use or otherwise do not comply with these Terms.

When you place an order, you will receive an acknowledgement email confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. Acceptance of the order and completion of the sale will not occur until your payment has been received by us.

When you place an order from our Outlet category you may receive Ever New branded product.

Ever New is the trading name of the brand in selected international locations. As a related company of Forever New Clothing Pty Ltd, selected product available on Forever New website in the Outlet category may feature Ever New branded labels. Our signature style, quality and overall fit remains consistent across both brand names.

Forever New reserves the right to withdraw any product from sale at any time without notice for any reason.

You must logout when you have finished visiting this website, especially if you access it from a shared computer.

Pricing and Availability

Forever New strives to ensure that all details, descriptions and prices which appear on this website are accurate, however errors may occur from time to time which we will correct without notice. If we discover an error or we are unable to fulfil the order we will attempt to contact you and cancel the order and you will receive a full refund in the form of the original payment method. If your order is cancelled in accordance with these Terms, your payment will be refunded, crediting your original method of payment. If payment was made using a credit card that card issuer controls the timing of the refund.

Where applicable, prices are in Singaporean dollars (SGD\$) inclusive of Singaporean Goods and Services Tax (GST) and delivery costs are charged and displayed in addition to the cost of the item(s). We reserve the right to alter prices at any time for any reason.

We reserve the right to refuse to fill any orders that you may place based on incorrect information on the website or withdraw any product from sale without notice, for any reason.

All products and offers shown in this website are subject to availability at the advertised price. We cannot guarantee that your size and style will be in stock when you order from this website.

Packaging may vary for products purchased from the Forever New Sale and Outlet categories.

Dispatch times may vary according to availability and we take no responsibility for any delays in delivery.

Title and risk in a product purchased from this website passes to you once we have received full payment for the product and the product has been dispatched from Forever New.

Promotions and Offers

We may from time to time offer limited promotional discount codes which may be used to purchase items on this website. The conditions of use relating to any discount code will be specified at the time of issue.

All Forever New promotions and offers are for a limited time only and while stocks last. Forever new reserves the right to terminate, suspend or modify the promotion or offer without notice. All promotions and offers are non-transferable or redeemable for cash.

Complaints

If you have any queries or concerns regarding Forever New or this website please contact our customer service team by email at customer.service@forevernew.com.sg or speak to a staff member at your nearest store.

Waiver

If you breach these Terms, failure by us to take action will not constitute a waiver of our rights and remedies arising from that breach and we reserve our entitlement to enforce our rights and remedies in relation to that breach or any other situation where you commit a breach of these Terms. Any waiver of any provision of the Terms will be effective only if it is in writing and executed by Forever New.

Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Victoria, Australia. Any dispute arising under these Terms shall be subject to the non-exclusive jurisdiction of the courts of Victoria, Australia.

The Website is available only to people who can form legally binding contracts under applicable law.

Breaches of these terms and conditions

Without prejudice to Forever New's other rights under these Terms, if you breach these Terms in any way, Forever New may take such action as it deems appropriate to deal with the breach, including suspending your access to this website, prohibiting you from accessing this website, blocking computers using your IP address from accessing this website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

Variation

Forever New may amend these Terms from time-to-time without notice to you. Any amendments to these Terms will apply and take effect immediately at the time they are published on this website. It is your responsibility to monitor this website for any changes to these Terms to ensure you are familiar with the current version.

Severability

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These Terms constitute the entire agreement between you and Forever New's in relation to your use of this website, and supersedes all previous agreements in respect of your use of this website.

Updated February 2017