

Ministry of Economic Affairs Announcement No. 09502428980

Issued on October 19, 2006 and Implemented on April 1, 2007

**Official Announcement of Mandatory and Prohibitory Provisions Governing Standard Contracts for
Retail Goods (Services) Coupons**

These provisions apply to the following industries: Retail (food products, clothing, home electronics and equipment, computer and IT equipment, sporting goods, department stores, supermarkets, convenience stores, bulk merchandise stores, gas stations, etc.), laundromats/dry cleaners, A/V and karaoke businesses, bath houses, hair salons, test preparation centers, and amusement parks (but only commercial amusement parks for children like Tom Dragon Castle, etc.).

The retail goods (services) coupons mentioned herein refers to certificates, IC cards or other types of vouchers for an amount of money specified by the issuer. The voucher can be used for certain items or a certain number of times according to the issuer. When the holder shows the voucher to the issuer or other designated persons, the issuer is obliged to supply goods or services at a value equal to that of the coupon. The term “coupon” does not include e-coupons or other coupons that are given out free of charge.

The aforementioned IC cards do not include multi-purpose stored value cards such as the Easy Card or other cards of similar nature.

Items that should be printed on the standard contract for retail goods (services) coupons

1. Items that should be printed on the retail goods (services) coupons
 - (I) the issuer’s name, address, uniform invoice number, and the full name of the responsible person;
 - (II) the face value of the retail goods (services) coupon or the items of use / number of times for which the coupon is valid;
 - (III) the issue number of the retail goods (services) coupon; and

(IV) method of use.

2. Issuer's performance bond responsibility (issuer must implement this in one of the following ways):
- The issuer's financial institution XXX has supplied the performance bond for the amount of the retail goods (services) coupon. The performance bond is valid from Year_____ Month_____ Day_____ (date of sale) to Year_____ Month_____ Day_____ (at least one year). The details of the performance bond should be printed clearly on the front side of the coupon.
 - The issuer of the coupon and another company XXX (in the same industry and class as that of the issuer, with a market share of at least 5%) produce a joint guarantee. Holders of the coupon may purchase goods or services from the partner company equal to the value printed on the coupon. The partner company is not permitted to charge additional fees or provide compensation in regards to disputes or differential treatment.
 - The total amount of the coupons is equal to an amount held in the issuer's financial institution XXX in a trust account used by the issuer exclusively to pay for the retail goods or render services from the transaction of coupons.
 - The coupon is included in a syndicated coupon that is backed by a guarantee agreement signed by the members of the XXX business association. Holders of the coupon may go to any company that has signed the agreement to purchase goods or services equal to the value printed on the coupon.
 - Other types of performance bonds or guarantees approved by the Ministry of Economic Affairs or the Consumer Protection Commission, Executive Yuan.
3. Consumer complaint hotline (For example, Tel: xxx; Website: xxx; Taiwan consumer services hotline: 1950)

Items that may not be printed on the standard contract for retail goods (services) coupons:

1. time restrictions on usage;

2. text such as “unused amount of coupon may not be used for additional purchases”;
3. exemptions for delivering goods or rendering services, or the collection of additional fees;
4. unreasonable restrictions on usage such as limiting the purchase area or voiding the coupon if the corner is torn off;
5. any clause that allows the issuer to rescind the contract unilaterally;
6. anything that exempts the issuer from responsibility for intentional and serious offences;
7. anything in violation of other legal mandatory or prohibitory restrictions or other clauses that are unfair or deceiving; and
8. advertising with text “for reference only”.