

Order Conditions for Vouchers

Version: September 2021

Preamble

- a. myWorld International Limited, a company registered at 40 Bank Street, London E14 5NR, United Kingdom, operates worldwide a Benefit Program ("**Benefit Program**") which enables participating customers ("**Members**") to receive benefits ("**Benefits**") by purchasing goods, services, travels, etc. ("**Purchases**") at myWorld online-platform, online Loyalty Merchants and local Loyalty Merchants (together "**myWorld and Loyalty Merchants**"). myWorld International Limited uses in the countries its respective subsidiary company or appropriate cooperation partners for processing and conducting the *Benefit Program*.
- b. In the United Arab Emirates, *Members* are registered with MY WORLD UAE L.L.C, a company registered at 5th Floor, Espada Business Center, Rasis Business Center, Al Barsha 1, Dubai, UAE ("**myWorld**") enabling them to purchase goods, services, travels, etc. from *myWorld* and *Loyalty Merchants*, and, thereby, to generate *Benefits* in the *Benefit Program*. myWorld provides the website www.myworld.com/ae.
- c. myWorld 360 AG, Grazbachgasse 87-93, 8010 Graz, Austria can be the service provider of the vouchers, as provided in these Terms and Conditions. If this is the case, myWorld 360 AG has agreed that myWorld may sell the vouchers offered by myWorld 360 AG, in its own regional field of competence, in its own name and at its own expense.
- d. Insofar as gender-specific designations are used in the contents of the agreement, they refer to both female and male persons as well as to legal persons.

1. Contractual partners and object of the agreement

- 1.1 These Order Conditions shall govern the purchase of vouchers in physical or digital form (hereinafter referred to collectively as "**Vouchers**"). The respective voucher can be redeemed by the Member only from specifications defined by the issuing company and can be purchased from MY WORLD UAE L.L.C, a company registered in 5th Floor, Espada Business Center, Rasis Business Center, Al Barsha 1, P.O. Box 390490, Dubai, UAE, with Company Number 817386, by Members.
- 1.2 The present Order Conditions shall apply to all contracts between myWorld and the Member concerning orders of the Vouchers mentioned in clause 1.1.
- 1.3 A commercial resale of the vouchers against payment is not permitted. However, fully paid vouchers can be transferred free of charge, i.e. the Member can give the voucher to any other person as a gift.

2. Types of vouchers

- 2.1. These are vouchers that can only be used for purchases according to the information and instructions of the company, who have issued the respective vouchers. The equivalent value of a single voucher is the amount shown on the voucher. Vouchers are non-refundable and cannot be redeemed for cash or returned for a cash refund (except to the extent required by law). The vouchers are promotional products that are not always on stock. Members will be informed by e-mail or on the website www.myworld.com about such a voucher promotion.
- 2.2. **Physical vouchers**
Physical vouchers are vouchers in paper or plastic form. These vouchers have a value predefined and can only be redeemed for purchases of goods and services from the issuer of the voucher. Certain types of physical vouchers may be topped up as specified at www.myworld.com either at the website of the issuing company or at myWorld.
- 2.3. **Digital vouchers**
Digital vouchers are vouchers of the issuer that are made available to the Member in digital form (sent to an e-mail address provided by the Member or displayed in the myWorld app). Digital vouchers shall have a value predefined by the issuer or can be topped up with an amount selected by the Member according to rules predefined by the issuer. The respective voucher can be redeemed only from the specifications defined by the issuing company. The respective details can be found at www.myworld.com.

3. Order process, offer, acceptance, execution of contract, reservation of ownership

- 3.1. Vouchers can be ordered in writing, by telephone, or online from myWorld, or purchased from myWorld or from a Voucher Selling Point (www.myworld.com).
- 3.2. When ordering the vouchers via the website www.myworld.com, the Member selects the desired vouchers (issuing company, amount) and adds them to the shopping basket. The order is completed by pressing the "PLACE BINDING ORDER NOW" button and represents a binding offer by the Member to purchase the vouchers selected. The order confirmation sent automatically after completion of the order process does not yet constitute an acceptance of the offer by myWorld.
- 3.3. When ordering the vouchers on the business premises of myWorld, the Member will place his order with an employee of myWorld.
- 3.4. The contract between myWorld and the Member shall enter into force only when the Member has paid in full for the vouchers ordered and the offer is not rejected by myWorld. The vouchers remain the property of myWorld until full payment.

3.5. myWorld is entitled to reject the order by the Member. myWorld will not trade with or provide any services to OFAC (Office of Foreign Assets Control) and sanctioned countries in accordance with the law of UAE.

3.6. Vouchers ordered by the Member and sent by myWorld to the Member or made available in the **Personal Login Area** (as described in the General Terms and Conditions for Members) or the myWorld App can be redeemed only with the issuing company and specified by the Member when ordering the voucher and appropriately indicated on the voucher in each case. The contract executed when the voucher is redeemed shall be executed exclusively between the issuer of the company and the Member (voucher holder). myWorld solely acts as an intermediary between the Loyalty Merchant and the Member and has no influence on this contractual relationship between the Loyalty Merchant and the Member and is not liable for claims arising from this contractual relationship.

4. **Prices, form of payment, shipping costs, and delivery**

4.1. The prices listed in www.myworld.com and offline on the invoice are in Emirati Dirham (AED) inclusive of the statutory VAT, but excluding of any applicable shipping costs.

4.2. Shipping costs may apply in addition to the prices quoted. The amount of the shipping costs will be calculated in www.myworld.com during the order process and communicated to the Member before the order process is completed.

4.3. The available payment methods will be shown to the Member in the beginning of the order process. When using credit card payment, currently VISA or MasterCard debit will be accepted for payment.

4.4. myWorld uses secure courier service companies (such as Skynet, Parzel, etc.) to ship the orders.

4.5. The vouchers ordered will be delivered from three to five working days following the order.

4.6. The vouchers will either be shipped or collected by the Member from the business premises of MY WORLD UAE L.L.C, 5th Floor, Espada Business Center, Rasis Business Center, Al Barsha 1, P.O. Box 390490, Dubai, UAE. Delivery to pack stations (parcel stations) is not possible.

4.7. Once the payment is made, the confirmation notice will be sent to the Member via email within 24 hours of receipt of payment. A copy of each transaction record (order confirmation and invoice) is sent to the Member via email and also retained in the personal login area of the Member together with these terms and conditions.

5. **Returns and complaints**

5.1. Vouchers sent by myWorld generally cannot be returned and payments made cannot be refunded.

5.2. **Transport damages**

Obvious transport damages are to be reported to the deliverer as soon as possible. In addition, the Member must report obvious transport damages to myWorld immediately. The statutory warranty rights of the Member shall remain unaffected. The report must be sent to:

MY WORLD UAE L.L.C
5th Floor, Espada Business Center, Rasis Business Center
P.O. Box 390490
Dubai, UAE
Tel. +971 (4) 42 79 894
E-mail: service.ae@myworld.com

5.3. **Wrong delivery**

Should goods that were not ordered accidentally be delivered to the Member (i.e. a wrong delivery), this wrong delivery can be reported within fourteen days of receipt. The Member undertakes to return the vouchers received by way of wrong delivery within fourteen days of receipt in the (unused) condition in which he/she received them. The statutory warranty rights of the Member shall remain unaffected.

The report and the goods received by wrong delivery must be sent or handed over to:

MY WORLD UAE L.L.C
5th Floor, Espada Business Center, Rasis Business Center
P.O. Box 390490
Dubai, UAE
Tel. +971 (4) 42 79 894
E-mail: service.ae@myworld.com

6. **Liability**

6.1. myWorld shall be liable without limitation for damages resulting from injury to life, limb, or health that are due to a deliberate or negligent breach of duty by myWorld.

6.2. myWorld shall only be liable without limitation for other damages that are due to a deliberate or grossly negligent breach of duty by myWorld.

- 6.3. For damages due to simple negligent breach of duties that are fundamental for the reasonable and proper execution of the contract and that the Member accordingly trusts to be fulfilled (cardinal obligations), the liability of myWorld shall be limited to typical and foreseeable damage.
- 6.4. Insofar as the liability of myWorld is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of myWorld.
- 6.5. Other claims for damages shall be excluded, subject to the following clause 6.6. This shall apply especially to strict liability for initial defects.
- 6.6. The limitations and exclusions of liability as specified in clauses 6.1. to 6.5. shall not affect the liability of myWorld according to the mandatory statutory provisions of the UAE-Federal Law No 24 of 2016 on Consumer Protection.
- 6.7. In the event of loss or theft of vouchers which the Member has collected from myWorld or which the Member has already received by mail or online, myWorld shall assume no liability for any possible unlawful redemption.

7. **Data protection**

MY WORLD UAE L.L.C, 5th Floor, Espada Business Center, Rasis Business Center, Al Barsha 1, Dubai, stores and processes personal data of the Member, specifically first name and surname, address, and Member ID, for the purpose of processing the Member's order. MY WORLD UAE L.L.C uses myWorld 360 AG, Grazbachgasse 87-93, 8010 Graz, Austria to process the data.

8. **Applicable law, written form requirement, severability clause**

- 8.1. This agreement is subject to the law of the United Arab Emirates. Any dispute between *myWorld* and its *Member* in connection with or arising out of the existence, validity, interpretation, performance and termination of this agreement, which the parties are unable to resolve amicably within 30 (thirty) days from the notification of the dispute by the demanding party to the other party, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC), by three arbitrators. The Arbitration shall take place in Dubai, United Arab Emirates. The language of the proceedings and awards shall in English.
- 8.2. In individual cases, individual agreements shall take precedence over these Order Conditions. The contents of such agreements shall be governed by a written contract or written confirmation by myWorld. It is presumed that the parties have not made any verbal agreements. Moreover, myWorld shall be entitled to send contract declarations and information required for the execution of the contract via SMS or e-mail to the Member, provided that the Member has specified the corresponding contact data and does not object to the same.
- 8.3. If myWorld does not or does not fully exercise any legal rights in response to a particular breach of any term or condition of this agreement, this action shall not be deemed as a waiver of any such rights or deprive myWorld from any right to fully enforce this agreement.
- 8.4. Should any individual provision of the contract be or become wholly or partially invalid, the rest of the contract shall remain unaffected. These provisions shall be replaced by the respective legal provisions.
- 8.5. The General Terms and Conditions for Members also apply to this agreement.