

# GENERAL BUSINESS TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Amended: October 2019

## Preamble

- A. myWorld Retail Services UK Limited (*myWorld*), a company registered at 40 Bank Street, London E14 5NR, with Company Registration Number 6932198 operates a shopping community that enables participants (*Members*) to receive *Member Benefits* by making a *Purchase* from a *Loyalty Merchant* as part of the *Cashback World Programme*. *Members* are registered with *myWorld*, enabling them to purchase goods and services from *Loyalty Merchants*, and, thereby, to generate benefits in the *Cashback World Programme*.
- B. Any term or condition that appears in bold italics can be found in **Appendix I**, a glossary of defined terms. The terms in Clauses 1 to 16 of these *GTCs* are binding.

## 1. Object of the Contract

- 1.1 A *Member's Purchases* are recorded under the *Cashback World Programme*. A *Member* can use the following methods to make *Purchases*: *Cashback Card* and *myWorld's* online platforms as a basis for making *Purchases* from *Loyalty Merchants' Online Shops*. See Clause 4.3 for more information about the methods for recording *Purchases*.
- 1.2 In accordance with these *GTCs*, a *Member* is authorised to participate in the *Cashback World Programme* and to receive *Member Benefits*.

## 2. Basis of the Contract

- 2.1 Upon acceptance by *myWorld* of an application to register, the applicant will become a *Member* and receive a personal, non-transferable *Membership ID*. This entitles him to participate in the *Cashback World Programme*; see further Clause 16.2.
- 2.2 In order to complete the contract, a *Member* must apply to be registered using a registration flyer provided by *myWorld*, or apply online using *myWorld's* online registration form. He may also register with a *Loyalty Merchant*.
- 2.3 A *Member* warrants that the information that he has provided to *myWorld* is correct and shall fully indemnify and hold *myWorld* against all liabilities, costs, expenses and losses arising out of or in connection with a breach of this provision. A *Member* undertakes to inform *myWorld* without undue delay of any changes to the personal data provided at the time of registration (in particular address, e-mail address, bank account details, telephone number etc.).
- 2.4 Each natural person or legal entity is only permitted to register once (i.e. only one *Membership ID*). For registration, a *Member* must enter a home or business address (registered office). If a *Member* attempts to register more than once with the aim of obtaining extra *Member Benefits*, *myWorld* reserves the right to terminate the contractual relationship with good cause and revoke any *Member Benefits* obtained in this manner. If a *Member* registers more than once, the most recent *Membership ID* shall be deleted. Any *Member Benefits* shall be revoked.

## 3. Legal Relationship

- 3.1 Nothing in any agreement between a *Member* and *myWorld* shall render a *Member* an employee, servant, worker, agent, shareholder or partner of *myWorld* nor shall any *Member* hold himself out as such. Participation in the *Cashback World Programme* is a *Member's* sole responsibility and is legally independent of *myWorld*.
- 3.2 A *Member* is entitled only to receive *Member Benefits*. A *Member* is not entitled to any remuneration extending above and beyond this. A *Member* is not entitled to the reimbursement of any expenses. This applies particularly should the *Member* recommend the *Cashback World Programme* to others.
- 3.3 A *Member* is not authorised to represent *myWorld* in any way and must not make representations regarding the *Cashback World Programme*; likewise, he must not take as fact any such representations made by other *Members*. A *Member* is not entitled to receive money or collect funds on behalf of *myWorld*. In the event of any breach of this Clause 3.3 *myWorld* may terminate the *Member's* contract forthwith and with good cause.
- 3.4 Without prior written consent from *myWorld*, a *Member* is not entitled to:
- (a) use logos, writing, trademarks, slogans, domains, other symbols and similar content from *myWorld* or a *Loyalty Merchant*;
  - (b) create business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, brochures, websites, apps, advertising material, bulk emails, mail shots, homepages or any similar media concerning *myWorld* or the *Cashback World Programme*, to distribute them in written or electronic form or in any other miscellaneous manner or to make them publicly accessible (e.g. on internet sites such as Facebook or YouTube);

- (c) organise and run events, such as information events, workshops, seminars, etc., concerning **myWorld** or the **Cashback World Programme**; or
- (d) introduce retailers, wholesalers, other miscellaneous traders, or other companies which offer goods or services for final consumers, including fuel stations, franchisees and department stores as **Loyalty Merchants** or **Members**, to conduct negotiations or preliminary discussions or to pursue advertising campaigns of any kind, in particular on the premises or in the vicinity of such a company.

#### 4. Cashback World Programme

4.1 By making a **Purchase** from a **Loyalty Merchant**, a **Member** acquires **Member Benefits** in accordance with these **GTCs**. The **Member Benefits** and their respective conditions are described in more detail in Clause 6. Under the terms of these **GTCs**, a **Member** is not obligated to make **Purchases** or perform any other duties.

4.2 To be able to grant **Member Benefits**, **myWorld** enters into contracts with **Loyalty Merchants**. Current **Loyalty Merchants** and the associated **Member Benefits** are listed online at [www.cashbackworld.com](http://www.cashbackworld.com).

4.3 A **Member** can use one of the follow methods to record his **Purchase**:

##### 4.3.1 Cashback Card

4.3.2 **Online Shop**: to make a **Purchase** from an **Online Shop**, a **Member** should

- (a) log in at [www.cashbackworld.com](http://www.cashbackworld.com) using his access data and then select the **Online Shop** of his choice, or
- (b) access the **Online Shop** from another online channel provided by **myWorld** to record purchase data and then make the **Purchase** directly from the **Online Shop**. To enable the **Purchase** to be recorded, a **Member** must make sure that cookies are enabled and that advertisement or script blockers are disabled during the **Purchase** process. See Clause 5 for more information on shopping online.

4.4 For the methods described under Clauses 4.3.1 and 4.3.2, the **Loyalty Merchant** sends all **Purchase** and/or billing data to **myWorld** for the calculation of the resulting **Member Benefits**.

#### 5. Online Shopping

5.1 The **Member** is recommended to read the Online Shopping section in the FAQs at [www.cashbackworld.com](http://www.cashbackworld.com).

5.2 The **Member** is entitled to cancel online **Purchases** or withdraw from the consumer contract without reason within 14 days.

5.3 For a **Member** to be credited with **Member Benefits**, the cancellation period under the **Consumer Contracts Regulations** must have expired (as described in Clause 6.4.) and the **Member** must not have cancelled the **Purchase**.

5.4 A **Member** who makes a **Purchase** at an **Online Shop** is entitled to **Member Benefits** only if his address registered with **myWorld** and that of the **Online Shop** are in the same country. The **Online Shops** available in each country are listed under [www.cashbackworld.com](http://www.cashbackworld.com).

5.5 **myWorld** has no influence over the design of the **Online Shops** and is not responsible for these websites in any way. **myWorld** expressly distances itself from any content on these websites that may be illegal or immoral.

#### 6. Member Benefits in the Cashback World Programme

6.1 A **Member** who makes a **Purchase** is entitled to receive **Member Benefits**. The **Member Benefits** are based on the conditions agreed in the contract between **myWorld** and the **Loyalty Merchant**, they therefore vary according to the **Loyalty Merchant**, sector and country in question. **Member Benefits** comprise **Cashback** (see Clause 6.1.1) and **Shopping Points** if applicable (see Clause 6.1.2).

6.1.1 **Cashback**: A **Member** will receive up to 5% **Cashback** for each **Purchase**. A higher **Cashback** rate may be granted in some cases. The rate granted by each individual **Loyalty Merchant** is listed at [www.cashbackworld.com](http://www.cashbackworld.com). **Cashback** payments are made in accordance with Clauses 6.4 to 6.6.

6.1.2 **Shopping Points**: In addition, a **Member** will receive **Shopping Points** for a **Purchase** from a **Loyalty Merchant** that uses **Shopping Points**. A **Member** can use **Shopping Points** to obtain a discount on a **Purchase** described in the special offers listed under [www.cashbackworld.com](http://www.cashbackworld.com). See Clause 7 for further details.

- 6.2 With regard to special offers, **myWorld** reserves the right to deviate from the provisions of these **GTCs**. In order to bring to its **Members** as wide a range as possible of **Loyalty Merchant** offers, **myWorld** makes special discount agreements with its **Loyalty Merchants** and passes on comprehensive **Benefits** to its **Members**. Any special offers agreed with a **Loyalty Merchant** (e.g. unusual purchases, such as limited term phone contracts or travel packages) will be listed on the **Loyalty Merchant** page at [www.cashbackworld.com](http://www.cashbackworld.com) (see also Clause 6.3).
- 6.3 The **Benefits** granted by each **Loyalty Merchant** are listed at [www.cashbackworld.com](http://www.cashbackworld.com). A **Member** is recommended to check the Cashback World website on a regular basis to keep up-to-date with the conditions offered by each **Loyalty Merchant**. In the event of a change to the conditions offered by a particular **Loyalty Merchant**, **myWorld** reserves the right to amend the **Member Benefits** for this **Loyalty Merchant**. In such a case **myWorld** is required to give two weeks' notice. A **Member's** entitlement to **Member Benefits** is based on the conditions in place at the time when the **Purchase** was paid for in full.
- 6.4 For the **Benefits** to be credited to a **Member** he must have paid for the **Purchase** in full and not have cancelled it under the provisions of the **Consumer Contracts Regulations** or otherwise. Provided these criteria are met, and the **Loyalty Merchant** confirms the **Purchase** to **myWorld**, **myWorld** will invoice the **Loyalty Merchant** for amounts due and the **Benefits** will be credited to the **Member** at 11pm each Sunday. **myWorld** expects payment within three months of the date on which the requirements set out in Sentence 1 of this Clause were met. **Member Benefits** cannot be paid to the **Member** until the **Loyalty Merchant** has instructed **myWorld** to issue payment.
- 6.5 Provided that a **Member** has accumulated at least £9 of **Cashback** and has provided **myWorld** with his bank account details, **myWorld** will transfer his **Cashback** weekly to his bank account. If a **Member** does not accumulate **Cashback** of at least £9 within a period of three years, the amount of accumulated **Cashback** will expire. Further, if a **Member** does not provide **myWorld** with his bank account details within six months of accumulating at least £9 of **Cashback**, the accumulated **Cashback** will expire. In such circumstances, **myWorld** will remind the **Member** by email or letter to submit his bank account details and advise of the consequences of not doing so.
- 6.6 If a **Member** makes a **Purchase** from a **Loyalty Merchant** in another country (either in person or online), the transaction may appear initially in the **Member's** Cash Account in the currency of that country. Once the **Purchase** has been confirmed by the **Loyalty Merchant**, the transaction will be converted automatically, using an appropriate exchange rate, into the **Member's** local currency and shown in his **Personal Member Area**. The validity of Clause 5.4 shall remain unaffected, i.e. a **Member** is only entitled to receive **Member Benefits** for an international **Purchase** made using the channels (e.g. **Online Shops**) listed on the Cashback World website.

## 7. Shopping Points

- 7.1 A **Member** may be entitled to receive a certain number of **Shopping Points** for a **Purchase**.
- 7.2 The number of **Shopping Points** granted (if granted at all) depends on the amount spent and conditions agreed with the particular **Loyalty Merchant**. The **Member** is referred to the **Loyalty Merchant's** page on [www.cashbackworld.com](http://www.cashbackworld.com), where the number of **Shopping Points** granted by the **Loyalty Merchant** for a **Purchase** worth £90 is shown.
- 7.3 **Shopping Points** have no fixed monetary value. Their value is determined by the discount granted upon redemption at the **Loyalty Merchant** in question. **Shopping Points** cannot be paid out in cash and must not be transferred to another person for a fee. However, a **Member** may transfer **Shopping Points** to another **Member** free of charge, for example as a gift.
- 7.4 A **Member** can track his **Shopping Points** in his **Personal Member Area**. These can be used to secure a discount for certain special offers listed at [www.cashbackworld.com](http://www.cashbackworld.com). The **Member** can use only the number of **Shopping Points** specified for the particular offer.
- 7.5 If a **Member** uses **Shopping Points** to make a **Purchase**, **Member Benefits** will also be granted. **Member Benefits** are allocated in accordance with the price after deduction of the discount granted through the use of the **Shopping Points**.
- 7.6 **Shopping Points** will expire at the end of the third calendar year following the year in which they were earned.

## 8. Online Office & Services

- 8.1 **myWorld** will provide each **Member** with his own **Personal Member Area** at [www.cashbackworld.com](http://www.cashbackworld.com) free of charge. Once a **Member** has entered his username and password, he can view his **Purchases** and **Member Benefits** from the **Cashback World Programme**. Should the Cashback World websites and log-in area at [www.cashbackworld.com](http://www.cashbackworld.com) become unavailable, **myWorld's** liability is governed by the terms of Clause 12.
- 8.2 A **Member** must retain securely and confidentially his access data for his **Personal Member Area** (user name, password and PIN). Third parties must not be given access to this information. A **Member** is able to amend his personal settings at any time at [www.cashback-world.com](http://www.cashback-world.com).
- 8.3 A **Member** undertakes to notify **myWorld** without delay of any improper use of access to his **Personal Member Area**. Access to a **Member's** account will be blocked immediately and new access data will be sent to the **Member** by text message, e-mail or post. Should a **Member**

suffer loss as a result of improper use of his access data, **myWorld's** liability is governed by the terms of Clause 12.

## 9. Change of Recommender

A **Member** who has not made a **Purchase** for a period of at least six months can change his **Recommender** (if assigned) or allocate a **Recommender** by nominating another **Member** as **Recommender**. The newly-nominated **Recommender** must give his consent to this change.

## 10. Data Protection

10.1 As the party responsible under data protection law, **myWorld** collects, stores and processes **Member** data such as details regarding shopping habits and previous **Purchases**, insofar as this is necessary to operate the **Cashback World Programme**, i.e. calculating **Member Benefits**. Provided the **Member** has given his consent, **myWorld** will also use the **Member's** data to personalise information about offers and products from **myWorld** and the **Loyalty Merchants**.

10.2 All enquiries regarding the amendment or deletion of data can be directed to **myWorld Retail Services UK Limited, 40 Bank Street, London E14 5NR**.

10.3 Further data protection regulations relevant to the use of the **Cashback World** website can be found in the data protection declaration at [www.cashbackworld.com](http://www.cashbackworld.com).

10.4 **myWorld** uses established security equipment and methods to protect its **Members'** data from unauthorised access. **myWorld's** liability for the security of data transmitted on the internet is governed by Clause 12.

## 11. Disruptions to Service

11.1 The scope of services offered by **myWorld** is restricted to the operation of the **Cashback World Programme** as described in these **GTCs**.

11.2 The rights and obligations related to a **Purchase** shall apply solely to the **Loyalty Merchant**. Following the completion of a contract with a **Loyalty Merchant**, **myWorld** assumes no warranty obligations or liability for the **Loyalty Merchant's** service obligations, in particular for the **Loyalty Merchant's** failure to fulfil obligations, in whole or in part.

## 12. Liability

12.1 Nothing in this agreement shall operate to exclude or limit **myWorld's** liability to a **Member** where it would be unlawful to do so. This includes liability for (a) death or personal injury caused by **myWorld's** negligence (b) fraud or fraudulent misrepresentation (c) any other liability for which it would be illegal for **myWorld** to exclude or attempt to exclude its liability, including breach of a **Member's** statutory rights.

12.2 **myWorld** is responsible for loss and damage suffered by a **Member** that is a foreseeable result of **myWorld** (a) breaking its contract with a **Member** under these **GTCs**; or (b) failing to use reasonable skill on which the **Member** may reasonably rely. **myWorld** is not responsible for loss or damage that is not foreseeable.

12.3 Any other claims for damages are excluded, except as provided in Clause 12.6 below. Subject to not being at fault, **myWorld** is not responsible for loss or damage arising as a result of:

- (a) interruptions to a **Member's** internet access
- (b) other technical and electronic issues (i) while exchanging data over the internet or (ii) when using the **myWorld** internet portal, **myWorld** SMS services and **myWorld** applications for mobile devices, provided **myWorld** is not responsible for these issues
- (c) technical and electronic issues for which **myWorld** is not responsible and that prevent **Purchases** from being recorded (in particular tracking errors and the resulting loss of data)
- (d) unavailability of mobile networks or terminals
- (e) functional defects on a **Member's** mobile device.

12.4 The contractual relationship resulting from a **Purchase** exists exclusively between the **Member** and **Loyalty Merchant** in question. Furthermore, **myWorld** accepts no liability and shall not be liable to a **Member** for the failure for any reason of a **Loyalty Merchant** to sell or supply the goods or services required by the **Member**.

12.5 In as far as the liability of **myWorld** is limited or excluded, such limitations or exclusions shall also apply for the personal liability of **myWorld** employees, legal representatives, agents and sub-contractors.

12.6 The limitations and exclusions of liability under this Clause 12 shall in no way affect the liability of **myWorld** in compliance with its obligations under the provisions of the Consumer Protection legislation.

Except as otherwise provided in these **GTCs**, and especially under Clause 12.1, **myWorld's** liability shall be limited to an amount equal to ten times the amount of **Cashback** accumulated by the **Member** in the six month period preceding the breach of contract.

### 13. Costs

13.1 Registration and participation in the **Cashback World Programme** is free of charge for **Members**.

13.2 A **Member** receives a **Cashback Card** free of charge as part of the registration process.

### 14. Termination by the Member

14.1 The **Member** is entitled to end his contractual relationship with **myWorld** at any time. The contract must be terminated in writing.

14.2 On termination by a **Member**, he is entitled only to receive **Cashback** arising from **Purchases** already made. All accumulated **Shopping Points** will be forfeited on termination of the contract. However, should the **Member** terminate the contract due to a material breach by **myWorld**, the **Member** will be able to redeem any **Shopping Points** as described in Clause 7 within a period of eight weeks following the termination of the contract.

### 15. Termination by myWorld

15.1 **myWorld** is entitled to terminate the contractual relationship without cause with a notice period of 30 days or with immediate effect for good cause. Good cause refers to substantial damage to **myWorld's** or a **Loyalty Merchant's** economic interests or reputation and a material breach of the **Member's** contractual duties. The **Member's** material contractual duties include those set out in Clauses 2.3, 2.4, 3.3 and 3.4.

15.2 The **Member** will indemnify **myWorld** in the event of a culpable breach of these provisions. This also applies for the costs of the defence of third party claims. Furthermore, **myWorld** is entitled to assert any claims against the **Member** resulting from a breach of the **Member's** duties, including claims for legal costs.

15.3 On termination by **myWorld**, a **Member** is entitled only to receive **Cashback** arising from **Purchases** already made.

15.4 Should **myWorld** terminate the contract for good cause where the **Member** is not at fault, the **Member** can redeem his **Shopping Points** within 8 weeks following termination of the contract in accordance with Clause 7. Any **Shopping Points** will otherwise be forfeited upon termination of the contract.

### 16. General Provisions

16.1 Without the prior written approval of **myWorld**, the agreement between **myWorld** and the **Member** is not assignable by the **Member** nor can the liabilities or rights arising from participation in the **Cashback World Programme** be used as security.

16.2 Participation by a **Member** in the **Cashback World Programme** constitutes only a contractual relationship between the parties; there is no business relationship between the **Member** and **myWorld**.

16.3 Individual agreements always take precedence over these **GTCs**. All such agreements must be made in writing or confirmed in writing by **myWorld**. It is assumed that the parties have not entered into any verbal agreements. **myWorld** is further entitled to forward any contractual declarations and information necessary for the execution of the contract to the **Member** by text message or email, provided that the **Member** has disclosed the relevant contact details and does not object to this.

16.4 Amendments to these General Business Terms and Conditions and other contractual agreements between the **Member** and **myWorld** must be notified to the **Member** in writing. The **Member** will be deemed to have accepted them if he does not object to them within 30 days of receipt of the amendment notice. **myWorld** will point this out to the **Member** on issuing the notice of amendment. The changes to the General Business Terms and Conditions are only deemed accepted by the **Member** if the notice in writing has actually been given.

16.5 Words in the singular will include the plural and vice versa. A reference to one gender will include a reference to the other gender.

16.6 Should any provision of these **GTCs** be completely or partially invalid or unfeasible, the validity of the remaining provisions will not be affected.

16.7 This agreement shall be governed by, and construed in accordance with, the law of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.8 A **Member** must be at least eighteen years old in order to register and participate in the **Cashback World Programme**.

16.9 A **Member** is responsible for all charges, fees, taxes etc. accrued by the **Member** as a result of receiving **Member Benefits**.

**Appendix 1**  
**Glossary of defined terms**

“**Cashback**” is a **Member Benefit** up to 5% of the value of a **Purchase** made by a **Member** at a **Loyalty Merchant** (see Clause 6.1.1).

“**Cashback Card**” is a plastic or paper card used in the **Cashback World Programme** to record a **Member’s Purchase** from a **Loyalty Merchant**. It cannot be used as a means of payment. The **Cashback Card** is also available in electronic form through the use of the mobile app.

**Cashback World Programme** is the shopping community operated by **myWorld** that enables a **Member** to receive **Member Benefits** when he makes a **Purchase** from a **Loyalty Merchant**.

“**Consumer Contracts Regulations**” means the Consumer Contracts Regulations (Information, Cancellation and Additional Charges) Regulations 2013.

“**GTCs**” means the General Business Terms and Conditions for **Cashback World Programme Members**

“**Loyalty Merchant**” is a business with which **myWorld** has entered into a contract for the purpose of creating a **Benefit** for a **Member** when he makes a **Purchase**.

“**Member**” is a person who has entered into a contract with **myWorld** in accordance with these **GTCs** and remains as such until the contract has been terminated.

“**Membership ID**” is a unique number allocated by **myWorld** that serves to identify the **Member** and is used to record his **Purchases**.

“**Member Benefit/Benefit**” is the benefit that a **Member** receives or is eligible to receive by making a **Purchase**. **Member Benefits** comprise **Cashback** and **Shopping Points**, if applicable.

“**Personal Member Area**” is a **Member’s** personal log-in area of the Cashback World website as described under Clause 8.

“**Purchase**” is the acquisition by a **Member** of goods or services from a **Loyalty Merchant**.

“**Recommender**” is a **Member** who recommends the **Cashback World Programme** to a new **Member**. This person (or **Loyalty Merchant** or other partner entity) is nominated as **Recommender** when the new **Member** registers with **myWorld**. Should a **Member** change his **Recommender**, the **Recommender** is the person whom **myWorld** has recorded as the **Recommender**.

“**Registration Flyer**” is the document to be completed and signed by the **Member** upon applying for membership of the **Cashback World Programme**. It must be sent to **myWorld** and is a binding request for membership.

“**Shopping Points**” are a **Member Benefit** described under Clause 7.



## **Appendix 2**

**THIS UNITED KINGDOM MEMBERSHIP AGREEMENT (“UKMA”) is made:**

### **BETWEEN**

- 1) myWorld; and
- 2) the Member

### **WHEREAS:**

- a) This UKMA should be read in conjunction with the General Business Terms and Conditions for Cashback World Members (“GTCs”) into which this UKMA is incorporated.
- b) The Cashback World Programme is a trading scheme within Part XI of the Act. This UKMA contains information and terms that myWorld as Promoter is required to give participants pursuant to the Regulations.

### **1. INTERPRETATION**

1.1 In this UKMA:

- (a) The defined terms set out in Appendix 1 to the apply in this UKMA; and
- (b) “**Act**” means the Fair Trading Act 1973.  
“**Documents**” means this UKMA, the registration forms within Registration Form and the GTCs.  
“**Promoter**” is each and any of myWorld, myWorld International Limited of 3<sup>rd</sup> Floor, 40 Bank Street, London E14 5NR; mWS myWorld Solutions AG of 87-93 Grazbachgasse, 8010 Graz, Austria and Lyconet International AG of Orbi Tower, Thomas-Klestil-Platz 13, 1030 Vienna, Austria.  
“**Registration Form**” is the registration form, whether at the end of a Registration Flyer or online, to be completed and signed by the Member upon applying for membership of the Cashback World Programme.  
“**Regulations**” means the Trading Scheme Regulations 1997.

1.2 Clause, schedule and paragraph headings will not affect the interpretation of this UKMA.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

1.4 The background, annexures and appendices form part of this UKMA and will have effect as if set out in full in the body of this UKMA. Any reference to this UKMA includes the schedules, the background, annexures and the appendices. References to clauses and schedules are to the clauses of this UKMA unless otherwise described.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes faxes and e-mail.

1.7 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

### **2. COMMENCEMENT, MEMBER’S CAPACITY AND GENERAL BUSINESS TERMS**

2.1 This UKMA will commence on the date of its signature by the Member unless myWorld rejects the Member by notice within fourteen (14) days of such commencement.

2.2 The Member warrants to myWorld that he is at least eighteen (18) years old on the date of signature of this UKMA.

2.3 myWorld may fulfil its obligations under this UKMA through any of myWorld’s direct or indirect subsidiaries or affiliated service companies.

2.4 The GTCs form part of this UKMA, including the defined terms in Appendix 1 of the GTCs. In the case of any conflict between the GTCs and this UKMA, this UKMA will prevail.

2.5 myWorld will have the right to make reasonable changes to the GTCs from time to time provided that such changes either:

- (a) do not significantly reduce the benefits or significantly increase the burden of this UKMA for the Member; or
- (b) are required by law or regulation; or
- (c) are reasonably necessary as a consequence of external circumstances.

Any such variation will be published on the [www.cashbackworld.com/gb](http://www.cashbackworld.com/gb) and myWorld will also alert the Member by email to such variation which will take effect thirty (30) days after such email.

2.6 In the Cashback World Programme, the Member acts solely in the capacity of a shopper, making Purchases from Loyalty Merchants.

### **3. PAYMENT FROM MEMBER**

3.1 Membership of myWorld is free of charge and a Member is not obliged to make any payment to myWorld at any time except in respect of Purchases such Member decides to make. Further a Member will not make payments to myWorld exceeding two hundred pounds sterling (£200) until

at least seven (7) days have expired from the date the Member completes the Registration Form. Any payment to myWorld that a Member wishes to make will be made to the myWorld bank account notified to the member from time to time.

3.2 The first sentence of clause 3.1 hereof sets out the full extent of any financial obligation on the part of a Member during the period of twelve (12) months from the commencement date of this UKMA. The Member has no financial obligations under this UKMA or the GTCs save only the Purchases such Member elects to make (which for the avoidance of any doubt is wholly at the discretion of such Member). For the avoidance of any doubt, the Promoter shall give not fewer than sixty (60) days advance written notice of any subsequent changes in any such financial obligation.

3.3 A Member agrees to comply with its obligations pursuant to this UKMA and the GTCs in all respects.

#### **4. MEMBER'S RIGHT TO CANCEL**

4.1 The Member may cancel this UKMA, without penalty, within fourteen (14) days of entering into this UKMA, upon written notice to myWorld.

4.2 In the event of such notice being given pursuant to clause 4.1 above:

(a) the Member will be entitled to a refund in full of any monies paid to the Promoter or any other Member in connection with his participation in the Cashback World Programme as set out in clause 3.2 hereof (which for the avoidance of any doubt excludes purchases of any Loyalty Merchant eVouchers); such refund will be paid to the Member's bank account within twenty-one (21) days of such cancellation;

(b) subject to clause 4.2(a) above the Member may return to myWorld any goods the Member has purchased within fourteen (14) days of signing this UKMA from the Promoter or any other Member and which remain unsold, provided that such unsold goods remain in the condition they were in at the time of purchase, whether or not their external wrappings have been broken, and neither the Promoter nor any other person who has supplied the goods will be entitled to make any handling charge in respect of such returned goods and the price paid for such goods will be refunded by payment to the Member's bank account within twenty one (21) days of such return;

(c) apart from the operation of the Cashback World Programme which is free of charge to Members, the Promoter does not provide services to Members and accordingly the Member's right to cancel services purchased from the Promoter cannot arise; and

(d) the Member will immediately and without further notice cease to be a Member.

#### **5. TERMINATION**

5.1 The Member may terminate this UKMA at any time without penalty by giving fourteen (14) days' written notice to myWorld in accordance with Clause 9.

5.2 Without prejudice to any other rights or remedies which it may have, myWorld may terminate this UKMA at any time without liability to the Member:

(a) on giving thirty (30) day's written notice to the Member; or

(b) immediately on giving written notice to the Member if the Member commits a breach of clause 2.2 of this Agreement and/or clauses 2.3, 2.4, 3.3, 3.4 and 8.3 of the GTCs. Any such notice will be in accordance with clause 9.

5.3 In addition and without prejudice to the right of myWorld to terminate this UKMA in accordance with clause 5.2 above or otherwise, myWorld may by notice require a Member in breach of contract to rectify such breach within fourteen (14) days of such notice and if he fails to do so, myWorld will have the right to terminate the contract with immediate effect, by notice in accordance with clause 9.

5.4 In the event that the either party terminates the contract in accordance with clauses 5.1, 5.2 or clause 5.3, the Member will immediately cease to be a Member and the provisions of the GTCs dealing with termination will apply.

#### **6. RIGHT TO RETURN GOODS TO PROMOTER ON TERMINATION**

If this UKMA or any agreement entered into in consequence of this UKMA is terminated, the Member will have the right (without prejudice and subject always to the foregoing provisions of this UKMA) to be released from all future contractual obligations and to return to the Promoter or any other Member at myWorld's registered office address any goods the Member has purchased from them under the Cashback World Programme within a period of ninety (90) days prior to such termination and which remain unsold and to recover from the Promoter or such other Member who supplied the goods:

(a) where the Member has terminated the UKMA, the price (inclusive of VAT) which the Member paid for them less:

- (i) in the case of any goods the condition of which has deteriorated due to an act or default on the part of the Member, an amount equal to the diminution in their value resulting from such deterioration; and
- (ii) a reasonable handling charge;

(b) where the Promoter (or any other Member) has terminated the UKMA the price (inclusive of VAT) which the Member paid for them together with any costs incurred by the Member for returning the goods to the Promoter or any other Member;

(c) on terms whereby the purchase price is payable upon delivery of the goods or, if the goods are already held by the Promoter, forthwith; and

(d) on terms whereby the goods not already held by either of the Promoter will be delivered within twenty-one (21) days of such termination at the Promoter's expense to the address stated in the UKMA.

#### **7. RECOVERY OF COMMISSION**

If this UKMA is terminated, the Member will be entitled to retain any commission (which for the avoidance of any doubt is any applicable Member Benefit(s)) paid under the Cashback World Programme unless:

(a) the commission was paid in respect of goods returned to the Promoter or another Member who paid the commission;



- (b) the Promoter has refunded all monies due to the Member under this UKMA in respect of goods returned to the Promoter by the Member;
- (c) the commission payment is claimed within one hundred and twenty (120) days of the date of having been made;
- (d) the Promoter has entered into an agreement with the Member that complies with the requirements in regulation 5 of the Regulations and that agreement and any subsequent agreement contains a statement describing when commission becomes repayable to the Promoter and the terms upon which recovery of that payment may be made; and
- (e) the Promoter recovers the commission payment in accordance with the terms referred to in sub-clause (d) above.

## 8. ENTIRE AGREEMENT

The Documents constitute the entire agreement between myWorld and the Member and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this UKMA.

## 9. NOTICES

9.1 Any notice required to be given under this UKMA, will be in writing in English and will be delivered or sent by email to each party required to receive the notice at its address as set out below: (a) if to myWorld: to the registered office address stated above, or if by email to [service.uk@cashbackworld.com](mailto:service.uk@cashbackworld.com); (b) if to the Member: to the postal address or the email address shown for the Member in the Registration Form or to such other address specified by the relevant party by notice in writing to the other party.

9.2 Any notice will be deemed to have been duly received: (a) if delivered personally, when left at the address referred to in this clause; or (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (d) if sent by email, twelve (12) hours after it is sent.

9.3 The provisions of this clause 9 shall not apply to the service of any process in any legal action or proceedings.

## 10. VAT AND SALES TAXES

All payments made by and benefits received from myWorld are inclusive of VAT and sales taxes (if any).

## 11. GENERAL

11.1 It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.

11.2 Do not be misled by claims that high earnings are easily achieved.

11.3 If you sign this UKMA, you have fourteen (14) days in which to cancel and get your money back (pursuant to clause 4 of this UKMA).

**AS WITNESS WHEREOF** myWorld and the Member enter into this UKMA on the date the Registration Form, containing the documents, is agreed to by the Member