

GENERAL TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Version: December 2018

Preamble

- A. myWorld New Zealand Limited (hereinafter referred to as "**myWorld**") a company registered at P O Box 302-258 North Harbour, Auckland 0751, New Zealand with Certificate of Incorporation Number 6313927, operates a shopping community that enables participants (hereinafter referred to as "**Members**") to receive Member Benefits (hereinafter referred to as the "**Cashback World Programme**") by purchasing goods and services from Loyalty Merchants of *myWorld* (hereinafter referred to as "**Loyalty Merchants**").
- B. Capitalised terms used herein shall have the meaning given to them in **Annex 1.** of these General Terms and Conditions.

1. Member Benefits

- 1.1 The goods and services obtained by the *Member* from *Loyalty Merchants* (hereinafter referred to as "**Purchases**") shall be recorded in the *Cashback World Programme* by using the *Cashback Card* and online channel methods described in section 4.3.
- 1.2 The *Member* shall be entitled to participate in the *Cashback World Programme* and to receive *Member Benefits* in accordance with these Terms and Conditions.

2. Registration

- 2.1 Upon acceptance of the registration application by *myWorld*, the applicant shall become a *Member* of *myWorld* and will receive a personal, non-transferable Membership ID (hereinafter referred to as "**Member ID**"). This entitles the *Member* to participate in the *Cashback World Programme* (and does not constitute an association membership, see further Clause 16.2).
- 2.2 The *Member* hereby accepts and agrees to be bound by these General Terms and Conditions upon a registration flyer provided by *myWorld*, completion of the online registration, or completion of the registration made by the *Member* on the premises of one of the *Loyalty Merchants*.
- 2.3 The *Member* declares that all statements made, and details and information provided, during registration by him/her to *myWorld* are complete and correct, and the *Member* hereby indemnifies and holds *myWorld* harmless in the event of culpable, untruthful statements, details and information. The *Member* undertakes to inform *myWorld* immediately of any changes to his/her personal data (in particular the residential address, e-mail address, bank details, telephone number, etc.) provided during registration.
- 2.4 Only one registration (i.e. one *Member ID*) is allowed at a time for each natural person or legal entity. The home or business address (registered office) of the *Member* must be stated in the registration. Multiple registrations made to obtain unjustified *Member Benefits* shall entitle *myWorld* to terminate the contractual relationship for good cause and to withdraw the *Member Benefits* obtained in this manner. In the event of multiple registrations, the *Member ID* last registered shall be deleted. Any *Member Benefits* obtained solely by means of multiple registrations shall be forfeited.

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 based exclusively on an autonomous and sovereign action, legally independent of *myWorld*.
- 3.2 The *Member* shall be entitled only to *Member Benefits*. The *Member* shall not be entitled to any additional remuneration for his/her work. The *Member* shall not be entitled to any reimbursement of expenses. This shall apply especially in the event that the *Member* recommends the *Cashback World Programme*.
- 3.3 The *Member* is not authorised to represent *myWorld* and is especially not authorised to make or receive statements to or from other *Members* with respect to the *Cashback World Programme*. The *Member* is not authorised to accept cash or to collect payments on behalf of *myWorld*. A culpable violation of this section 3.3 shall entitle *myWorld* to terminate the contractual relationship for good cause.
- 3.4 Without the prior written consent of *myWorld*, the *Member* is not authorized:
- to use logos, slogans, trademarks, claims, domains, other symbols, or the like of *myWorld* or *Loyalty Merchants*;
 - to create business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, brochures, websites, promotional material, direct mail, mailings, homepages, or the like with reference to or mention of *myWorld* or the *Cashback World Programme* in written or electronic form, or otherwise disseminate or publish the same (e.g. on websites such as YouTube or Facebook);
 - to conduct meetings such as information sessions, events, workshops, seminars, etc. with reference to and with mention of *myWorld* or the *Cashback World Programme*; or
 - to recruit retailers, wholesalers, or other distributors and companies offering goods or services to end users, including petrol stations, franchisees, and department stores, as *Loyalty Merchants* or *Members*, to conduct negotiations or initial discussions, or to engage in any type of recruitment activity to attract such businesses, especially not on or near the premises of the company.

4. **Cashback World Programme**

- 4.1 By purchasing goods and/or services from *Loyalty Merchants*, the *Member* acquires *Member Benefits* according to these General Terms and Conditions, namely *Cashback* and *Shopping Points*. The *Member Benefits* and their requirements are described in greater detail in section 6.
- 4.2 In order to be able to offer *Member Benefits* to its *Members* for their *Purchases*, *myWorld* enters into agreements with *Loyalty Merchants*. The current *Loyalty Merchants*, including the respective *Member Benefits* offered, are available online at www.cashbackworld.com.
- 4.3 The *Member* can use one of the follow methods to record his/her *Purchase*:
- 4.3.1 Via a *Cashback Card*, which is available as a paper, plastic, or virtual (online) card. It is not a means of payment but serves solely to record the purchasing data.
- 4.3.2 Via online means as follows: When shopping online, the *Member*:
- (a) can use his/her login details to log in at www.cashbackworld.com and select the online shop of the desired *Loyalty Merchants*; or
- (b) go to the online shop via another online channel offered by *myWorld* to register the purchase, and immediately make purchases in the online shop of the *Loyalty Merchants*. The *Purchase* can be recorded only if the *Member's* system allows cookies during the purchasing transaction and does not use ad blockers or script blockers. For more detailed rules concerning online shopping, please refer to section 5.
- 4.4 In the cases of sections 4.3.1 and 4.3.2, the *Loyalty Merchants* transmits the recorded purchasing or accounting data to *myWorld* to calculate the resulting *Member Benefits*.

5. **Online shopping**

- 5.1 *Members* should refer to the FAQ section of www.cashbackworld.com for information regarding online shopping.
- 5.2 According to section 6.4, in order for *Member Benefits* from *Purchases* made by means of online shopping to be recorded, especially the cancellation period must have elapsed, and the *Member* must not have cancelled the purchase.
- 5.3 A member shall be entitled only to *Member Benefits* for those purchases from the online shops of *Loyalty Merchants* that are listed for the country where the residential or business address of the *Member* (as per the registration) is located according to www.cashbackworld.com.
- 5.4 *myWorld* has no influence on the design of the (linked) online shops of *Loyalty Merchants* and is not responsible for them. If any content on the linked websites is illegal or otherwise offensive to common decency, *myWorld* expressly distances itself from the same.

6. **Member Benefits from the Cashback World Programme**

- 6.1 *Purchases* by the *Member* that have been entered in the *Cashback World Programme* enable the *Member* to enjoy *Member Benefits*. *Member Benefits* are based on the contractually agreed conditions between *myWorld* and the respective *Loyalty Merchants* and therefore vary depending on the *Loyalty Merchants*, the business sector, and the country. The *Member Benefits* consist of *Cashback* (section 6.1.1), and for purchases from some *Loyalty Merchants*, *Shopping Points* as well (section 6.1.2).
- 6.1.1 *Cashback*: For purchases that have been posted in the *Cashback World Programme*, the *Member* shall receive up to 5% *Cashback*, with a higher percentage being granted in some individual cases. The *Cashback* percentage of the respective *Loyalty Merchant* indicated in www.cashbackworld.com shall apply. *Cashback* payments shall be made pursuant to sections 6.4 to 6.5.
- 6.1.2 *Shopping Points*: For purchases that have been posted in the *Cashback World Programme* and transacted with *Loyalty Merchants* that award *Shopping Points* for the same, the *Member* shall receive *Shopping Points*. *Shopping Points* can be redeemed by the *Member* to obtain a discount for purchases as part of special promotions identified in www.cashbackworld.com. More specific details are described in section 7.
- 6.2 *myWorld* reserves the right to depart from the principles laid down here as part of special promotions. *myWorld* is interested in offering its *Members* the greatest possible selection of shopping opportunities with *Loyalty Merchants* whilst organising substantial discounts with *Loyalty merchants* in order to offer substantial benefits to the *Members*. If differing conditions are agreed with a *Loyalty merchant* in the form of special promotions (as may be the case with atypical purchases such as mobile phone contracts or travel arrangements), *myWorld* will refer to this separately in the merchant detail page at www.cashbackworld.com (see section 6.3 below.)
- 6.3 The respective benefits granted are listed at www.cashbackworld.com. The *Member* is advised to check the *Cashback World* website regularly for the status of the conditions for the respective *Loyalty Merchant*. *myWorld* shall be entitled to change the *Member Benefits* granted for individual *Loyalty Merchants* with a notification period of two weeks, provided and to the extent that the conditions agreed with the *Loyalty Merchant* change. The conditions that applied at the time that the *Member* paid the purchase in full shall be used to calculate the *Member Benefits* due to the *Member*.

- 6.4** In order for *Member Benefits* to be recorded, the *Purchase* must be fully paid by the *Member* and any legal rights to cancel the *Purchase* without giving reasons must no longer exist, i.e. especially any existing distance selling cancellation period must have elapsed. If these requirements are satisfied, the *Loyalty Merchant* will confirm and report the *Purchase* to *myWorld*. *Member Benefits* from *Purchases* made that have been reported to *myWorld* by 11:00 p.m. Sunday by the *Loyalty Merchant* will be recorded to the *Member* (*Member Benefits*). *myWorld* obligates the *Loyalty Merchants* to report no later than within three months from the date on which the requirements according to clause 1 of this section 6.4 are satisfied. Accumulation of *Member Benefits* by the *Member* shall be possible only after the *Loyalty Merchant* has recorded the *Purchase* with *myWorld*.
- 6.5** A *Member's Cashback* shall accumulate, and once the accumulated *Cashback* has reached NZ\$20, a *Member* shall be able, at any time they wish, to redeem the accumulated *Cashback* for a gift card of the same value, such gift cards can be found at www.cashback-world.com. A *Member's* right to redeem the accumulated *Cashback* for a gift card shall lapse if the value of the accumulated *Cashback* of NZD \$20 is not reached within three years of the occurrence of the *Cashback*. After the amount of NZD \$20 has been reached, the credit shall expire within 6 months, if the *Member* has not presented the bank details to *myWorld* for payment. At the time that the right of payout occurs, the *Member* shall again be informed explicitly by e-mail or by post of the need to provide the bank details and the consequences of forfeiture.
- 6.6** If the *Member* makes *Purchases* from *Loyalty Merchants* abroad (locally or online), the *Cashback* might first be shown in the pay-out account in the respective foreign currency. Upon confirmation of the purchase by the *Loyalty Merchant*, the amount in the *Logged-in Member Area* of the respective *Member* will be converted automatically to the national currency of the *Member* according to the respective reference rate of the European Central Bank or other relevant bank for the date the payment is received by the *Loyalty Merchant*. Section 5.3 shall remain unchanged, i.e. *Member Benefits* shall be granted only for purchases abroad that are made through channels (e.g. online shops) that are listed in the *Cashback World* website for the respective *Member*.
- 7. Shopping Points**
- 7.1** *Members* are credited with a certain number of *Shopping Points* for purchases from *Loyalty Merchants* in the *Cashback World Programme* (if offered by them).
- 7.2** The number of *Shopping Points* that are credited depends on the *Purchase Amount* as well as the conditions agreed with the respective *Loyalty Merchant*. As a basis for the calculation, *myWorld* shows the number of *Shopping Points* that the respective *Loyalty Merchant* awards for a purchase price of NZD \$200 on the merchant detail page at www.cashbackworld.com
- 7.3** *Shopping Points* have no fixed face value. Rather, their value is based on the scope of the discount granted by the respective *Loyalty Merchant* when the *Shopping Points* are redeemed. *Shopping Points* have no cash value and cannot be transferred to other persons against payment. *Shopping Points*, however, may be given to other *Members* as a gift.
- 7.4** The accumulated *Shopping Points* are credited to the *Member* and can be tracked in the *Logged-in Member Area*. The *Member* may redeem them to obtain a discount for *Purchases* as part of certain promotions presented at www.cashbackworld.com. *Shopping Points* may be redeemed only in the number specified for the respective purchase.
- 7.5** *Member Benefits* are also granted by *myWorld* for purchases for which the *Member* redeems *Shopping Points*. In this case, the amount of the *Member Benefits* is calculated based on the *Purchase Amount* remaining after deduction of the discount granted for the redemption of the *Shopping Points*.
- 7.6** *Shopping Points* shall expire after three years. The three-year period shall begin at the end of the year in which the *Shopping Points* were earned.
- 8. Personal Member Area**
- 8.1** *myWorld* provides each *Member* with a *Personal Member Area* free of charge at www.cashbackworld.com (login area) where *Purchases* that have been made and information about *Member Benefits* from the *Cashback World Programme* can be viewed at any time after a user name and password are entered. *myWorld* shall not be liable for any unavailability of the *Cashback World* websites and the login area at www.cashbackworld.com except as specified in section 12.
- 8.2** The login details for the use of the *Personal Member Area* (user name, password, and PIN) are to be kept safe and handled by the *Member* as strictly confidential. The user name and password must never be made available to third parties under any circumstances. The personal settings can be changed at any time by the *Member* at www.cashbackworld.com (login area).
- 8.3** The *Member* undertakes to notify *myWorld* immediately of any misuse of his/her *online login details*. Following the immediate blocking of his/her access, the *Member* will in turn receive changed login details via SMS, e-mail, or by post. *myWorld* shall not be liable for any damage caused to the *Member* as a result of improper use except as specified in section 12.
- 9. Change or assignment of the Recommender**
- Members* who have not made purchases from *Loyalty Merchants* for a period of six months may change or be assigned to any existing *Recommender* by naming another *Member* as a *Recommender* with his/her consent to *myWorld*.

10. Data protection

10.1 To the extent that it is required to conduct the *Cashback World Programme*, i.e. to calculate the *Member Benefits*, *myWorld*, being responsible for data protection, collects, stores, and processes personal data such as data on the purchasing behaviour and purchases of the *Members*, in accordance with the Privacy Policy at www.cashbackworld.com, the Privacy Act 1993 and any other applicable legislation or privacy guidelines. If the *Member* gives his/her consent, *myWorld* also uses the *Member's* data to send them personalized information about offers and products of *myWorld* and its *Loyalty Merchants*.

10.2 All enquiries by the *Member* regarding information, changes, and deletion of personal data can be addressed directly to *myWorld* ([myWorld New Zealand Limited, P O Box 302-258 North Harbour, Auckland 0751, New Zealand](#)).

10.3 Further data protection regulations relevant to the use of the *Cashback World* website can be found in the Privacy Policy at www.cashbackworld.com.

10.4 *myWorld* uses internationally recognised security technologies to protect *Members'* data against unauthorised access. *myWorld* shall not be liable for security of the data transmitted via the Internet except as specified in section 12.

11. Disruption to Service

11.1 The scope of services of *myWorld* is limited to the implementation of the *Cashback World Programme* as described in these General Terms and Conditions.

11.2 The rights and obligations with respect to purchases made by the *Member* from *Loyalty Merchants* are solely those of the respective *Loyalty Merchants*. Thus, after executing a contract with the *Loyalty Merchant*, *myWorld* does not assume any warranty or liability for performance obligations of the *Loyalty Merchants*, especially in the event of any non-performance or inadequate performance by the *Loyalty Merchant*.

12. Liability

12.1 *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*. *myWorld* shall also be liable without limitation for damages that are due to a deliberate or grossly negligent breach of duty by *myWorld*.

12.2 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.

12.3 Other claims for damages shall be excluded, subject to the following section 12.5. This shall apply especially if *myWorld* is not at fault, for example,

- (a) in the event of interruptions to the availability of the *Member's* access to the Internet,
- (b) other technical and electronic errors (i) during data communication via the Internet and (ii) when using the *myWorld* Internet portal, *myWorld* SMS service, and *myWorld* applications for mobile devices, provided these errors are not attributable to *myWorld*,
- (c) technical and electronic errors not attributable to *myWorld* that prevent the recording of purchases made in the *Cashback World Programme* (in particular, any tracking failures and resulting data losses)
- (d) the unavailability of mobile networks or terminals and
- (e) the failure of mobile devices of the *Member* to function properly.

The purchase contract for goods or the contract for services shall be executed exclusively between the *Member* and the *Loyalty Merchant* concerned.

12.4 Insofar as the liability for *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*.

12.5 The limitations and exclusions of liability as specified in section 12 of these General Terms and Conditions shall not affect the liability of *myWorld* according to the mandatory statutory provisions of the Consumer Guarantees Act 1993 and Fair Trading Act 1986, based on the fraudulent concealment of a defect or the assumption of a guarantee for the quality of an item.

13. Costs

13.1 Registration and participation in the *Cashback World Programme* are free for the *Member*.

13.2 The *Cashback Card* is free of charge for the *Member* as part of the registration.

14. Termination of the contractual relationship by the *Member*

14.1 The *Member* shall have the right to terminate the contractual relationship with *myWorld* at any time by means of a written statement. Furthermore, the *Member* shall not be required to make purchases or perform any other activities as part of the current contractual relationship.

14.2 Upon termination of the contract, the *Member* shall be entitled only to those cash benefits from the *Cashback World Programme* for which a basis had already been established at the time the contract was terminated, i.e. if the purchase qualifying for *Cashback* had already been made at the time the contract was terminated. Any *Shopping Points* accumulated up to this point shall basically expire with the termination of the contractual relationship. However, if the *Member* terminates the contract for good cause, he/she may redeem the *Shopping Points* acquired within a period of eight weeks after termination of the contract as described in section 7.

15. Termination of the contractual relationship by *myWorld*

15.1 The contractual relationship may be terminated by *myWorld* with a notice period of 30 days without cause, or with immediate effect with cause. Important reasons include especially the breach of essential contractual obligations, in addition to substantial damage to the economic interests or reputation of *myWorld* or of the respective *Loyalty Merchant*. The essential contractual obligations of the *Member* include the obligations according to sections 2.3, 2.4, 3.3, and 3.4.

15.2 The *Member* shall indemnify and hold *myWorld* harmless in the event of culpable violation of these obligations. The same shall also apply to the costs of a defence against such claims by third parties. Furthermore, *myWorld* shall have the right to assert a claim against the *Member* for damage incurred by *myWorld* as a result of the breaches of obligation by the *Member*, including legal costs.

15.3 Upon termination of the contract, the *Member* shall be entitled only to those cash benefits from the *Cashback World Programme* for which a basis had already been established at the time the contract was terminated, i.e. if the purchase qualifying for *Cashback* had already been made at the time the contract was terminated.

15.4 If *myWorld* terminates the contractual relationship without notice for an important reason not culpably caused by the *Member*, the *Member* shall be able to redeem his/her *Shopping Points* acquired up to that time within a period of 8 weeks after termination of the contract according to section 7. Otherwise, the *Shopping Points* acquired shall expire upon termination of the contract.

16. General conditions

16.1 The *Member* may not assign his/her claims against *myWorld* (or all the rights resulting from his/her participation in the *Cashback World Programme*) or use them as security without prior written consent.

16.2 Participation in the *Cashback World Programme* represents a mere exchange relationship and therefore does not constitute a legal corporate association between the *Member* and *myWorld*, in particular, there is no membership in an association.

16.3 In individual cases, individual agreements shall take precedence over these General Terms and 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.

16.4 Changes to these General Terms and Conditions and other contractual agreements between the *Member* and *myWorld* communicated in text form to the *Member* shall be deemed to be accepted by the *Member* if the *Member* does not object to their applicability within 30 days of receipt of the written notification of change. At the beginning of this time period, *myWorld* shall especially point out to the *Member* that his/her consent to the communicated changes to the General Terms and Conditions shall be deemed to be given if he/she does not object in text form to their applicability within the time period established. The changes to the General Terms and Conditions shall be deemed to be accepted by the *Member* only if this notice has actually been given.

16.5 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.

16.6 Should any provisions of the basis for this agreement be or become totally or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.

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

16.8 Registration and participation in the *Cashback World Programme* are permitted from the age of 18 years. The written consent of the legal representative is required until the age of majority is reached.

16.9 The member undertakes to bear all duties, fees, taxes, etc. incurred by the *Member* receiving the *Member Benefits* himself/herself.

Annex 1 Glossary

“**Cashback**” is a Member Benefit described in greater detail in section 6.1.1.

“**Cashback Card**” is a plastic, paper, or virtual card (retrievable via a mobile app), that serves to record Member purchases from Loyalty Merchants in the *Cashback World Programme*. It is not a means of payment.

“**Recommender**” is a Member (*Loyalty Merchants*, cooperation partner, etc.) that has referred another Member or that is listed in *myWorld* under one of the requirements of section 9 as the *Recommender* of the respective Member.

“**Registration flyer**” is the document that has to be completed, signed, and sent to *myWorld* in the case of an offline registration, in order to submit a binding offer to *myWorld* to establish a membership.

“**Cashback World Programme**” is the shopping community operated by *myWorld*, that enables a Member to receive *Member Benefits* in the *Cashback World Programme* when purchasing goods and services from *Loyalty Merchants*.

“**Members**” are all persons who have entered into a contract with *myWorld* to establish membership in *myWorld* according to these General Terms and Conditions, for as long as this contract exists, i.e. has not ended through its termination by one of the contracting parties.

“**Member ID**” is a unique number allocated by *myWorld* that serves to identify the Member and to record purchases made from *Loyalty Merchants*.

“**Member Benefits**” are all benefits which the Member receives by making purchases from Loyalty Merchants in the *Cashback World Programme*. Benefits in this sense are Cashback as well as Shopping Points.

“**Loyalty Merchants**” are companies that have a contractual relationship with *myWorld* and from which members can obtain *Member Benefits* from the *Cashback World Programme* by purchasing goods and services.

“**Logged-in Member Area**” is the login area of the respective member on the Cashback World website (www.cashbackworld.com), which is described in greater detail in section 8.

“**Shopping Points**” are the Purchasing Benefit described in greater detail in section 7.