

General Business Terms and Conditions for myWorld Members

Version: January 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, travel, 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 New Zealand, *Members* are registered with myWorld New Zealand Limited, a company registered at Moore Markhams Auckland, Level 1, 103 Carlton Gore Road, Newmarket, Auckland 1140, New Zealand, with Certificate of Incorporation Number 6313927 ("**myWorld**") enabling them to purchase goods, services, travel, etc. from *myWorld* and *Loyalty Merchants*, and, thereby, to generate *Benefits* in the *Benefit Program*.
- C. Any term or condition that appears in the General Business Terms and Conditions can be found at the end of the General Business Terms and Conditions in Appendix 1. The terms in in these General Business Terms and Conditions are binding.

1. Object of the Contract

In accordance with the General Business Terms and Conditions, a *Member* is entitled to participate in the *Benefit Program* and to receive the associated *Benefits*. *Members* can purchase at *myWorld* and *Loyalty Merchants*. Registration and participation in the *Benefit Program* is free of charge for the *Member*.

2. Basis of the Contract

- 2.1 By registering, you become a *Member* of *myWorld* and receive a personal, non-transferable identification number ("**Member ID**"). This entitles you to participate in the *Benefit Program*.
- 2.2 A *Member* warrants that the information that he has provided to *myWorld* is correct and shall fully indemnify and hold *myWorld* harmless in the event of culpably untruthful information. 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, phone number, etc.).
- 2.3 Each natural person or legal entity is only permitted to register once (i.e. only one Member 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 *Benefits*, *myWorld* reserves the right to terminate the contractual relationship with good cause and revoke any *Benefits* obtained in this manner. If a *Member* registers more than once, the most recent *Member ID* shall be deleted. Any *Benefits* shall be revoked

3. Benefit Program

- 3.1 By making a *Purchase* from *myWorld* and a *Loyalty Merchant*, a *Member* acquires *Benefits* in accordance with the General Business Terms and Conditions. The *Benefits* and their respective conditions are described in more detail in Clause 5.
- 3.2 To be able to grant *Benefits* to *Members* for their *Purchases*, *myWorld* enters into contracts with *Loyalty Merchants*. Current *Loyalty Merchants* and the associated *Benefits* are listed online at www.myworld.com.
- 3.3 The *Member* has the following options for recording his *Purchases*: the *myWorld Card*, the *myWorld* app or in the *Logged-in Member Area* on the *myWorld* website.
- 3.4 The *Loyalty Merchant* sends all *Purchase* and / or billing data to *myWorld* for the calculation of the resulting *Benefits*

4. Online Shopping

- 4.1 The *Member* can log in at www.myworld.com or via the *myWorld* app using his access data and select the desired online shop at *myWorld* or a *Loyalty Merchant* or make the *Purchase* directly from the online shop. The *Purchase* at the online *Loyalty Merchant* can only be recorded the *Member's* system allows cookies during the *Purchase* process and does not use ad blockers or script blockers. *Members* can find out more about *Purchases* from online *Loyalty Merchants* in the FAQs at www.myworld.com.
- 4.2 *Members* are entitled to cancel online *Purchases* or withdraw from the consumer contract without reason within 14 days. According to Clause 5.3, in order for *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*.
- 4.3 A *Member* is only entitled to *Benefits* for those *Purchases* in the online shops of *Loyalty Merchants* who are listed according to www.myworld.com for the country where the *Member's* home, delivery or business address is located (according to registration).

4.4 *myWorld* has no influence over the design of the (linked) online shops of *Loyalty Merchants* 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 contrary to common decency.

5. **Benefits**

5.1 The respective *Benefits* granted are listed at www.myworld.com. A *Member* is advised to check the *myWorld* website on a regular basis for the status of the conditions for the respective *Loyalty Merchant*. *myWorld* reserves the right to change the *Benefits* granted for individual *Loyalty Merchants* at any time. The conditions that applied at the time that the *Member* paid the *Purchase* in full shall be used to calculate the *Benefits* due to the *Member*.

5.2 *myWorld* reserves the right to deviate from the principles set out here in the context of special promotions. *myWorld* is interested in offering its *Members* the greatest possible selection of shopping opportunities at *Loyalty Merchants* and agreeing substantial discounts with the *Loyalty Merchants* in order to offer substantial *Benefits* to the *Members*. If differing conditions are agreed to 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 at www.myworld.com.

5.3 In order for *Benefits* to be credited, the *Purchase* must be fully paid by the *Member* and there are no longer any legal rights to cancel the *Purchase* without giving reasons, i.e. in particular, any existing withdrawal period must have expired. If these requirements are met, the *Loyalty Merchant* will confirm and report the *Purchase* to *myWorld*. *Benefits* from *Purchases* made that have been reported to *myWorld* by 11:00 p.m. Sunday by the *Loyalty Merchant* will be credited to the *Member* (*Benefits*). *myWorld* obligates the *Loyalty Merchants* to report no later than within three months from the date on which the requirements according to this Clause are satisfied. The credit of the *Benefits* to the *Member* shall be possible only after the *Loyalty Merchant* has reported it to *myWorld*.

5.4 If the *Member* makes *Purchases* from *Loyalty Merchants* abroad (locally or online), the *Cashback* might first be shown in the payout 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 country currency of the *Member* according to the respective reference rate of the New Zealand Reserve Bank or other relevant bank for the date the payment is received by the *Loyalty Merchant*. Clause 4.3 shall remain unchanged, i.e. *Benefits* shall be granted only for *Purchases* abroad (for example online *Loyalty Merchants*) that are listed in the *myWorld* website for the respective *Member*.

5.5 The *Benefits* are based on the conditions agreed in the contract between *myWorld* and the respective *Loyalty Merchant* and they can therefore vary. *Benefits* can consist of *Cashback*, *Shopping Points* or other promotions.

5.5.1 *Cashback*: The *Member* can receive *Cashback* for *Purchases* booked in the *Benefit Program*, whereby the respective percentage per product or per *Loyalty Merchant* is shown on www.myworld.com. Individual *Purchases* can be excluded from the granting of *Cashback*. The *Cashback* represents a discount on the own *Purchase* and is granted in the form of a purchase credit for further use within the *myWorld* group.

5.5.2 *Shopping Points*: The *Member* can receive *Shopping Points* for *Purchases* booked in the *Benefit Program*, whereby the respective number per product or per *Purchase* at the *Loyalty Merchant* is shown on www.myworld.com and can be tracked by the *Member* in the *Logged-in Member Area*. Individual *Purchases* can be excluded from the granting of *Shopping Points*. The number of *Shopping Points* that are credited depends on the *Purchase* amount as well as the conditions associated 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 at www.myworld.com. The specified number of *Shopping Points* can be redeemed by the *Member* in the *myWorld* Benefit Lounge. *Shopping Points* have no fixed nominal value. *Shopping Points* cannot be paid out in cash or transferred to another person for a fee. *Shopping Points*, which are collected from 1.1. until 30.06., can be used until 31.12. in the same year, otherwise they will expire. *Shopping Points*, which are collected from 01.07. until 31.12., can be used until 30.06. of the following year, otherwise they will expire.

6. **Personal Member Area**

6.1 *myWorld* will provide each *Member* with his own *Personal Member Area* at www.myworld.com free of charge where *Purchases* that have been made and information about *Benefits* from the *Benefit Program* can be viewed at any time after a user name and password are entered. For any unavailability of the *myWorld* websites and the login area at www.myworld.com, *myWorld* is only liable in accordance with Clause 10.

6.2 The *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.myworld.com (log-in area).

6.3 The *Member* undertakes to notify *myWorld* immediately of any misuse of his online access. Following the immediate blocking of his 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 Clause 10.

7. **Change or assignment of a Recommender**

7.1 *Members* can change an existing *Recommender* at any time or have one assigned to them by nominating another *Member* as *Recommender*. The newly-nominated *Recommender* must give his consent to this change or assignment.

8. Data Protection

- 8.1 To the extent that it is required to conduct the *Benefit Program*, i.e. to calculate the 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.myworld.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*.
- 8.2 All enquiries by the *Member* regarding the information, changes and deletion of personal data can be addressed directly to *myWorld* New Zealand Limited P O Box 302-258, North Harbour, Auckland 7051, New Zealand).
- 8.3 Further data protection regulations relevant to the use of the *myWorld* website can be found in the Privacy Policy at www.myworld.com.
- 8.4 *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 Clause 10.

9. Disruptions to Service

- 9.1 The scope of services offered by *myWorld* is restricted to the implementation of the *Benefit Program* as described in the General Business Terms and Conditions.
- 9.2 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*.

10. Liability

- 10.1 *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*.
- 10.2 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.
- 10.3 Any other claims for damages are excluded, except as provided in Clause 10.5 below. Subject to not being at fault, *myWorld* is not responsible for loss or damage arising as a result of:
- In the event of interruptions to the availability of the *Member's* access to the internet
 - other technical and electronic issues (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*.
 - technical and electronic issues not attributable to *myWorld* that prevent the recording of purchases made in the *Benefit Program* (in particular, any tracking failures and resulting data losses)
 - the unavailability of mobile networks or terminals and
 - the failure of mobile devices of the *Member* to function properly.

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

- 10.4 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*.
- 10.5 The limitations and exclusions of liability as specified in Clause 10 of these General Business 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.

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

- 11.1 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.

11.2 Upon termination of the contract, the *Member* shall be entitled only to those cash benefits from the *Benefit Program* 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 Clause 5.

12. Termination of the contractual relationship by myWorld

12.1 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 Clauses **Error! Reference source not found., Error! Reference source not found..**

12.2 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.

12.3 Upon termination of the contract, the *Member* shall be entitled only to those cash benefits from the *Benefit Program* 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.

12.4 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 Clause 5. Otherwise, the *Shopping Points* acquired shall expire upon termination of the contract.

13. General conditions

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

13.2 Participation by a *Member* in the *Benefit Program* 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.

13.3 In individual cases, individual agreements shall take precedence over these General Business 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.

13.4 Changes to these General Business 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 Business 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 Business Terms and Conditions shall be deemed to be accepted by the *Member* only if this notice has actually been given.

13.5 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.

13.6 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.

13.7 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.

13.8 Registration and participation in the *Benefit Program* are permitted from the age of 18 years. The written consent of the legal representative is required until the age of majority is reached.

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

Annex 1
Definitions of terms

“**Members**” are all natural persons or legal entities who have entered into a contract with *myWorld* for concluding a membership in accordance with the General Business Terms and Conditions and remains as such until the contract has been terminated.

“**Purchases**” are purchases of goods, services, travel, etc. at *myWorld* and *Loyalty Merchants*.

“**Loyalty Merchants**” are companies that have a contractual relationship with *myWorld* and from whom *Members* can receive *Benefits* in the *Benefit Program* by purchasing goods, services, travel, etc.

“**Benefits**” are all benefits the *Member* receives or is eligible to receive by making a *Purchase* in the *Benefit Program*. *Benefits* in this context can be *Cashback*, *Shopping Points* and other promotions.

“**Benefit Program**” is the program operated by *myWorld* that enables *Members* to receive *Benefits* by purchasing of goods, services, travel, etc. at *myWorld* and *Loyalty Merchants*.

“**myWorld Card**” is available as a plastic card or as a virtual card (online). It is not a means of payment, but only serves to record the purchase data.

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

“**Cashback**” is the *Benefit* described in more detail in Clause 5.

“**Shopping Points**” are the *Benefits* described in more detail in Clause 5.

“**Logged-in Member Area**” or “**Personal Member Area**” is the login area of the respective *Member* described in more detail under Clause 6 on the *myWorld* websites (www.myworld.com).

“**Recommender**” is a *Member* (*Loyalty Merchant*, cooperation partner, etc.) who has recommended another *Member* or who is noted by *myWorld* as *Recommender* of the the respective *Member* under one of the requirements of Clause 7.