

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 Australia, Members are registered with myWorld Australia Pty Ltd, a company registered at Ecovis Clark Jacobs, Level 20, 1 Market Street, Sydney NSW 2000, Australia, with Company Registration Number: 619 736 542 ("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 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 for the Contract

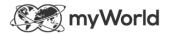
- 2.1 By registering, you become a *Member* of *myWorld* and receive a personal, non-transferable identification number ("*Member ID*"). This entitles you to participate in the *Benefit Program*.
- 2.2 A *Member* warrants that the information that he has provided to *myWorld* is correct and shall fully 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 <u>www.myworld.com</u>.
- **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 <u>www.myworld.com</u> 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 <u>www.myworld.com</u>.
- **4.2** To the extent that the Member makes online purchases from *myWorld* (such as Vouchers, or merchandise articles), the *Member* is entitled to cancel such online purchases or withdraw from the consumer contract with *myWorld* without reason within 14 days by providing written notice to *myWorld*. According to Clause 5.3, in order for *Benefits* from *Purchases* made by means of online shopping to be credited, any cancellation period must have elapsed and the *Member* must not have cancelled the *Purchase*.
- **4.3** *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

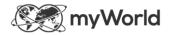
- 5.1 The respective Benefits granted are listed at www.myworld.com. A Member is advised to check the myWorld website on a regular basis for the status of the conditions for the respective Loyalty Merchant. myWorld reserves the right to change the Benefits granted for individual Loyalty Merchants at 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 Reserve Bank of Australia 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 AUD 150.00 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.

6. Personal Member Area

- 6.1 *myWorld* will provide each *Member* with his own *Personal Member Area* at <u>www.myworld.com</u> 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 <u>www.myworld.com</u>, *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 <u>www.myworld.com</u> (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 the 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 *myWorld* collects, stores, and processes personal data, including data on the purchasing behaviour and purchases of the *Members* to conduct the Benefit Program which includes calculating the *Benefits*. With the *Members'* 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 Further information about the personal data myWorld collects and processes about the Members, the third parties it discloses such data to (including the countries where they are located if they are overseas), how the Members can access and request correction of their personal data, how they can opt out of receiving direct marketing communications and how they can make a privacy complaint and how their complaint will be handled can be found in *myWorld's* Privacy Policy at www.myworld.com

All enquiries by the *Members* regarding their personal data including access and correction requests, revocation of consents and complaints can be addressed directly to *myWorld* at myWorld Australia Pty Ltd, Level 16, 324 Queen Street, Brisbane, QLD 4000 Australia

e-mail: service.au@myworld.com

8.3 *myWorld* uses internationally recognised security technologies to protect *Members'* data against unauthorised access. However, as the Internet is inherently insecure, *myWorld* shall not be liable for security of the data transmitted via the Internet except as expressly specified in Clause 10.

9. Scope of Service

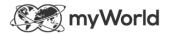
- **9.1** The scope of services offered to *Members* by *myWorld* is limited to the implementation of the *Cashback World Program* as described in these General Terms and Conditions.
- **9.2** Except as expressly stated in the General Business Terms and Conditions, the *Benefit Program* is provided entirely "as is". To the maximum extent permitted by law, including the Australian Consumer Law, *myWorld* excludes all implied conditions and warranties with respect to the *Benefit Program*, excluding any implied condition or warranty the exclusion of which would breach any statute or cause any part of this Clause to be void.
- 9.3 If any law implies a condition, warranty or guarantee into the General Business Terms and Conditions which cannot lawfully be excluded, to the maximum extent permitted by law, including the Australian Consumer Law, myWorld's liability for any breach of such implied condition, warranty or guarantee will be limited (at myWorld's election) to the supply of the relevant service again or the payment of the cost of having that service re-supplied.
- 9.4 The rights and obligations with respect to purchases made by the Member from Loyalty Merchants are solely those of the respective Loyalty Merchants. myWorld makes no warranties in respect of Loyalty Merchants or the performance of their obligations, and will have no liability or responsibility for any failure to perform or lack of performance of obligations of the Loyalty Merchants, including in the event of any non-performance or inadequate performance by the Loyalty Merchant.

10. Liability

- 10.1 Subject to Clause 9.3, to the maximum extent permitted by law, including the Australian Consumer Law, *myWorld*, and any related body corporate or affiliate of *myWorld*, and any of their officers, employees or agents are not liable for any loss, damage or claim of any kind (including, without limitation, economic loss, consequential loss or loss of profits), arising under or in connection with the General Business Terms and Conditions or the *Benefit Program*, including, without limitation, any changes to the General Business Terms and Conditions or the extent that such loss, damage or claim arises from the negligence or wilful misconduct of a myWorld, a related body corporate or affiliate of myWorld or their officers, employees or agents.
- **10.2** Without limiting Clause 10.1, to the maximum extent permitted by law, including the Australian Consumer Law, *myWorld*, and any related body corporate or affiliate of *myWorld*, and any of their officers, employees or agents are not liable for any loss, damage or claim of any kind arising out of or in connection with:
 - (a) interruptions to the availability of the *Members'* 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 *Benefit Program* (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 *Members* to function properly.

11. Termination of the Contract by the *Member*

11.1 The *Member* shall have the right to terminate the Contract with *myWorld* at any time by means of written notice to *myWorld*. Furthermore, but without prejudice to any other provision of the General Business Terms and Conditions, registering for the *Benefit Program does not obligate* the *Member* to make *Purchases* or perform any other activities.



11.2 Upon termination of the Contract, the *Member* shall be entitled only to *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. 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 5 within a period of eight weeks following the termination of the contract.

12. Termination of the Contract by *myWorld*

- **12.1** The Contract may be terminated by *myWorld* with a notice period of 30 days for any reason or no reason (ie. without cause), or with immediate effect in the event of any breach of these General Business Terms and Conditions that is incapable of remedy or, if capable of remedy, is not remedied within 7 days of the *Member* receiving notice from *myWorld* requiring the breach to be remedied (ie. for cause).
- **12.2** The *Member* shall indemnify and hold *myWorld* harmless against any loss or damage suffered or incurred by *myWorld* arising out of or in connection with any breach of these General Business Terms and Conditions by the *Member*, including any costs associated with defending any claim by a third party against *myWorld* caused by or relating to such breach. Furthermore, *myWorld* shall have the right to assert a claim against the *Member* for loss or damage suffered or incurred by *myWorld* as a result of the any such breach by the *Member*, including legal costs.
- **12.3** Upon termination of the Contract, the *Member* shall be entitled only to *Cashback* 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 Contract without cause under Clause 13.1 time within a period of 8 weeks after termination of the Contract, in accordance with Clause 5. If *myWorld* terminates the Contract for cause under Clause13.1, the *Shopping Points* acquired shall expire upon termination of the Contract.

13. General Provisions

- **13.1** The *Member* may not assign the Contract or his/her rights resulting from his/her participation in the *Benefit Program*, or use them as security, without the prior written consent of *myWorld*.
- **13.2** Separate, written agreements with the Member made in individual cases shall either (as applicable):
 - (f) supplement these General Terms and Conditions and shall take precedence over these General Business Terms and Conditions in the event of any conflict or inconsistency; or
 - (g) supersede and replace these General Business Terms and Conditions.
- **13.3** Subject to Clause **Error! Reference source not found.**, these General Business Terms and Conditions and the Privacy Policy and any other terms and conditions or information incorporated by reference into these General Business Terms and Conditions constitute the entire agreement of the parties (the *Member* and *myWorld*) in relation to the *Benefit Program* and supersede any prior agreements whether oral or written. Moreover, *myWorld* shall be entitled to send information and notices in relation to the Contract and the *Benefit Program* via SMS or e-mail to the *Member*, as specified by the *Member* in its application or otherwise notified by the *Member* to *myWorld*.
- **13.4** Changes to these General Business Terms and Conditions communicated by notice to the *Member* shall be deemed to be accepted by the *Member* if the *Member* does not object to such change within 30 days of receipt of the written notification of change, or continues to participate in the *Benefit Program* following such notice. The changes to the General Business Terms and Conditions shall be deemed to be accepted by the *Member* at the end of the 30 days period or upon the first participation in the *Benefit Program* by the *Member* following such notice.
- **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 in these General Business Terms and Conditions be or become totally or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.
- **13.7** The Contract shall be governed by, and construed in accordance with, the law of New South Wales, Australia. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- **13.8** Registration and participation in the *Benefit Program* is permitted by persons aged 16 years and older. 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.



Appendix 1 Definition 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 (<u>www.myworld.com</u>).

"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.