

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 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 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 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. *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 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 *Benefit Program*, save to 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 Clause 13.1, 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 **Fehler! Verweisquelle konnte nicht gefunden werden.**, 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 (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.