

General Business Terms and Conditions for myWorld Members

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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, travels, etc. ("**Purchases**") on the *myWorld* online-platform, with online 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 the Republic of Ireland, Members are registered with myWorld Retail Services Ireland Limited, a company registered at c/o MCKR, 8 Exchange Place, IFSC, Dublin 1, Republic of Ireland, with Company Registration Number: 484353 ("**myWorld**") enabling them to purchase goods, services, travels, 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 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 if 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 The *Member* is entitled to cancel online *Purchases* or withdraw from the consumer contract without reason within 14 days. For a *Member* to be credited with *Benefits*, the cancellation period under the *Consumer Contracts Regulations* must have expired (as described in Clause 5.3) 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 European Central 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 EUR 100.00 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 a Recommender**

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

8.2 All enquiries regarding the information, amendment and deletion of personal data can be directed to *myWorld Retail Services Ireland Limited* c/o MCKR, 8 Exchange Place, IFSC, Dublin 1.

8.3 Further data protection regulations relevant to the use of the *myWorld* website can be found in the data protection declaration at www.myworld.com.

8.4 *myWorld* uses established security equipment and methods to protect its *Members'* data from unauthorised access. *myWorld's* liability for the security of data transmitted on the internet is governed by Clause 10.

9. Disruptions to Service

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

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

10. Liability

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

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

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:

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

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

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

10.5 The limitations and exclusions of liability under this Clause shall in no way affect the liability of *myWorld* in compliance with its obligations under the provisions of the Consumer Protection legislation. Except as otherwise provided in the General Business Terms and Conditions, and especially under Clause 10.1, *myWorld's* liability shall be limited to an amount equal to ten times the amount of *Cashback* accumulated by the *Member* in the six-month period preceding the breach of contract.

11. Termination by the Member

11.1 The *Member* is entitled to end his contractual relationship with *myWorld* at any time. The contract must be terminated in writing. Furthermore, within the framework of the ongoing contractual relationship, the *Member* is not obliged to make *Purchases* or carry out other activities.

11.2 On termination by a *Member*, he is only entitled to receive *Benefits* from the *Benefit Program* for which the reason was set at the time the contract was terminated, meaning if the *Purchase* entitling to *Cashback* has been already made at the time the contract is 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 by *myWorld*

- 12.1 *myWorld* is entitled to terminate the contractual relationship without cause with a notice period of 30 days or with immediate effect for good cause. Good cause refers to substantial damage to *myWorld's* or a *Loyalty Merchant's* economic interests or reputation and a material breach of the *Member's* contractual duties. The *Member's* material contractual duties include those set out in Clauses 2.2, 2.3.
- 12.2 The *Member* will indemnify *myWorld* in the event of a culpable breach of these provisions. This also applies for the costs of the defence of third party claims. Furthermore, *myWorld* is entitled to assert any claims against the *Member* resulting from a breach of the *Member's* duties, including claims for legal costs.
- 12.3 On termination by *myWorld*, a *Member* is only entitled to receive *Benefits* from the *Benefit Program* for which the reason was set at the time the contract was terminated, meaning if the *Purchase* entitling to *Cashback* has been already made at the time the contract is terminated.
- 12.4 Should *myWorld* terminate the contract for good cause where the *Member* is not at fault, the *Member* can redeem his *Shopping Points* within 8 weeks following termination of the contract in accordance with Clause 5. Any *Shopping Points* will otherwise be forfeited upon termination of the contract.

13. General Provisions

- 13.1 Without the prior written approval of *myWorld*, the agreement between *myWorld* and the *Member* is not assignable by the *Member* nor can the liabilities or rights arising from participation in the *Benefit Program* be used as security.
- 13.2 Participation by a *Member* in the *Benefit Program* constitutes only a contractual relationship between the parties; there is no business relationship between the *Member* and *myWorld*.
- 13.3 Individual agreements always take precedence over these General Business Terms and Conditions. All such agreements must be made in writing or confirmed in writing by *myWorld*. It is assumed that the parties have not entered into any verbal agreements. *myWorld* is further entitled to forward any contractual declarations and information necessary for the execution of the contract to the *Member* by text message or email, provided that the *Member* has disclosed the relevant contact details and does not object to this.
- 13.4 Amendments to the General Business Terms and Conditions and other contractual agreements between the *Member* and *myWorld* must be notified to the *Member* in writing. The *Member* will be deemed to have accepted them if he does not object to them within 30 days of receipt of the amendment notice. *myWorld* will point this out to the *Member* on issuing the notice of amendment. The changes to the General Business Terms and Conditions are only deemed accepted by the *Member* if the notice in writing has actually been given.
- 13.5 Words in the singular will include the plural and vice versa. A reference to one gender will include a reference to the other gender.
- 13.6 Should any provision of the General Business Terms and Conditions be completely or partially invalid or unfeasible, the validity of the remaining provisions will not be affected.
- 13.7 The General Business Terms and Conditions shall be governed by, and construed in accordance with, the law of the Republic of Ireland. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 13.8 A *Member* must be at least eighteen years old in order to register and participate in the *Benefit Program*.
- 13.9 A *Member* is responsible for all charges, fees, taxes etc. accrued by the *Member* as a result of receiving *Benefits*.

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, travels, 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, travels, 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, travels, 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.

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