

# GENERAL TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Version: August 2018

## Preamble

- A. myWorld Australia Pty Ltd hereinafter referred to as "**myWorld**") a company registered at Suite 2, level 12, 222 Pitt St. Sydney NSW 2000 with Australian Company Number 619 736 542, operates a shopping community that enables registered *Members* to receive Member Benefits (hereinafter referred to as the "**Cashback World Programm**") by purchasing goods and services from Loyalty Merchants.
- B. A glossary of the italicised terms used herein can be found at the end of these General Terms and Conditions in **Annex 1**.

## 1. Object of the agreement

- 1.1 The *Member* shall be entitled to participate in the *Cashback World Programm* and to receive *Member Benefits* in accordance with, and subject to the *Member's* compliance with, these General Terms and Conditions which include myWorld's Privacy Policy.
- 1.2 The goods and services obtained by the *Member* from *Loyalty Merchants* (hereinafter referred to as "**Purchases**") shall be recorded in the *Cashback World Programm*. The following options are available to the *Member* to record purchases to receive the benefits of the *Cashback World Programm*: *Cashback Card*, and the use of online channels offered by *myWorld* for purchases in online shops of *Loyalty Merchants*. These options for recording purchases are described in greater detail in section 4.3.

## 2. Basis for the agreement

- 2.1 Upon acceptance of an applicant's registration by *myWorld*, a binding contract on the terms of these General Terms and Conditions ("**Contract**") comes into force and 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 Programm*.
- 2.2 The registration flyer provided by *myWorld*, online registration, or registration on the premises of one of the *Loyalty Merchants*, are the options available to an applicant to join the *Cashback World Programm* and become a *Member*.
- 2.3 The *Member* declares that his/her statements to *myWorld* (including during the application process) are correct, and indemnifies and holds *myWorld* harmless against any loss or damage suffered or incurred by *myWorld* arising out of or in connection with incorrect, false, misleading or deceptive statements made by the *Member*. 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 each of the *Contracts* with immediate effect and to withdraw the *Member Benefits* obtained in this manner. 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.
- 3.2 The *Member* shall be entitled only to *Member Benefits*. The *Member* shall not be entitled to any remuneration or other payment or compensation for his/her participation in the *Cashback World Programm*. The *Member* shall not be entitled to any reimbursement of expenses incurred through their participation in, or otherwise in connection with, the *Cashback World Programm*. The foregoing shall apply equally where the *Member* is a *Recommender*.
- 3.3 The *Member* is not authorised to represent *myWorld*, and is not authorised to make or receive statements to or from other *Members* with respect to the *Cashback World Programm*. The *Member* is not authorised to accept cash or to collect payments on behalf of *myWorld*. A violation of this section 3.3 shall entitle *myWorld* to terminate the *Contract* with immediate effect.
- 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 Programm* 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 Programm*; 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.

#### 4. **Cashback World Programm**

4.1 By purchasing from *Loyalty Merchants*, the *Member* will acquire *Member Benefits* in accordance with these General Terms and Conditions *Points*. The *Member Benefits* and the requirements applicable to obtaining them 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 list of *Loyalty Merchants*, including the respective *Member Benefits* granted by them, is available online at [www.cashback-world.com](http://www.cashback-world.com).

4.3 The *Member* can use one of the follow methods to record his *Purchase*:

4.3.1 The *Cashback Card* 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 When shopping online, the *Member*

(a) can use his/her login details to log in at [www.cashbackworld.com](http://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](http://www.cashbackworld.com) for information regarding online shopping.

5.2 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*.

5.3 According to section 6.4, in order for *Member 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*.

5.4 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](http://www.cashbackworld.com).

5.5 *myWorld* has no influence on the design of the (linked) online shops of *Loyalty Merchants* and is not responsible for them. *myWorld* shall have no liability whatsoever to the *Member* for any content on the linked websites which is illegal or otherwise offensive to common decency.

#### 6. **Member Benefits from the Cashback World Programm**

6.1 *Purchases* by the *Member* that have been entered in the *Cashback World Programm* enable the *Member* to receive *Member Benefits*, subject to these General Terms and Conditions. *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. As at the date of this version of these General Terms and Conditions, the *Member Benefits* consist of *Cashback* (section 6.1.1), and for *Purchases* from some *Loyalty Merchants*, *Shopping Points* (section 6.1.2).

6.1.1 *Cashback*: For *Purchases* that have been posted in the *Cashback World Programm*, the *Member* shall receive *Cashback* of up to 5%, unless otherwise agreed with *myWorld*. The actual *Cashback* percentage of the respective *Loyalty Merchant* indicated in [www.cashbackworld.com](http://www.cashbackworld.com) shall apply. *Cashback* payments shall be made pursuant to sections 6.4 to 6.6.

6.1.2 *Shopping Points*: For *Purchases* that have been posted in the *Cashback World Programm* and transacted with *Loyalty Merchants* that award *Shopping Points* for *Purchases*, 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](http://www.cashbackworld.com). More specific details are described in section 7.

6.2 *myWorld* reserves the right to depart from the terms in this section 6 and section 7 as part of special promotions. *myWorld* endeavours to offer 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 a typical *Purchases* such as mobile phone contracts or travel arrangements), *myWorld* will refer to this separately in the merchant detail page at [www.cashbackworld.com](http://www.cashbackworld.com) (see section 6.3 below.)

- 6.3** The respective benefits granted are listed at [www.cashbackworld.com](http://www.cashbackworld.com). *Members* should check the Cashback World website regularly for the status of the conditions for the respective *Loyalty Merchant*. *myWorld* is entitled to change the *Member Benefits* granted for individual *Loyalty Merchants* with a notification period of two weeks, where, and to the extent that, the conditions agreed by *myWorld* 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 credited, the *Purchase* must be fully paid by the *Member* and any legal rights to cancel the *Purchase* under a "Cooling-Off Period" including 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* before 11:00 p.m. Sunday by the *Loyalty Merchant* will be credited to the *Member* on the following Tuesday (ie 2 days later). *Member Benefits* from *Purchases* made that have been reported to *myWorld* after 11:00 p.m. Sunday by the *Loyalty Merchant* will be credited to the *Member* one week after the following Tuesday (ie. 9 days later). *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. A payout of the *Member Benefits* to the *Member* shall be possible only after the *Loyalty Merchant* has reported them to *myWorld*.
- 6.5** *myWorld* transfers credits from *Cashback* on a weekly basis to the bank account stipulated by the *Member* when they amount to at least AUD\$15.00. The entitlement to receive a payout of the *Cashback* shall lapse if the amount of AUD\$15.00 is not reached within three years of the accrual of the *Cashback* amounts equalling less than AUD\$15. Any *Member* entitlement to receive a credit for *Cashback* amounts is conditional upon *myWorld* having received bank account details for payment from the *Member*. After the amount of AUD\$15.00 has been reached, the *Member* entitlement to receive a credit for *Cashback* amounts shall expire unless the *Member* has bank account details within 6 months of the AUD\$15 amount being reached.
- 6.6** If the *Member* makes *Purchases* from *Loyalty Merchants* abroad (locally or online), the *Cashback* may in some cases 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 *Personal 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 5.4 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 at [www.cashbackworld.com](http://www.cashbackworld.com) 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 Programm* which offer *Shopping Points* for *Purchases*.
- 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 AUD\$150 on the merchant detail page at [www.cashbackworld.com](http://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, as set out in the *Personal Member Area*.
- 7.4** The accumulated *Shopping Points* are credited to the *Member* and can be tracked in the *Personal Member Area*. The *Member* may redeem them to obtain a discount for *Purchases* as part of certain promotions presented at [www.cashbackworld.com](http://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 three years after 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](http://www.cashbackworld.com) (login area) where *Purchases* that have been made and information about *Member Benefits* from the *Cashback World Programm* 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](http://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](http://www.cashbackworld.com) (login area).
- 8.3** The *Member* undertakes to notify *myWorld* immediately of any misuse of his/her user name and password. Following the immediate blocking of his/her access by *myWorld*, the *Member* will receive changed login details via SMS, e-mail, or by post. *myWorld* shall not be liable for any loss or damage caused to the *Member* as a result of any misuse of his/her/its user name and password.

## 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 *myWorld* collects, stores, and processes personal data of the *Members*, including data on the purchasing behaviour and purchases of the *Members* to conduct the *Cashback World Programm* which includes calculating the *Member Benefits*. With the *Members'* consent, *myWorld* also uses the *Members'* data to send them personalized information about offers and products of *myWorld* and its *Loyalty Merchants*.

10.2 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.cashbackworld.com](http://www.cashbackworld.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, Suite 2, Level 12, 222 Pitt St NSW 2000 Australia  
+61 2 9007 1000, e-mail: [service.au@cashbackworld.com](mailto:service.au@cashbackworld.com)

10.3 *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 section 12.

## 11. Scope of Service

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

11.2 Except as expressly stated in these General Terms and Conditions, the *Cashback World Programm* 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 *Cashback World Programm*, excluding any implied condition or warranty the exclusion of which would breach any statute or cause any part of this section to be void.

11.3 If any law implies a condition, warranty or guarantee into these General 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.

11.4 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*.

## 12. Liability

12.1 Subject to section 11.3, 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 these General Terms and Conditions or the *Cashback World Programm*, including, without limitation, any changes to these General Terms and Conditions or the *Cashback World Programm*, 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.

12.2 Without limiting section 12.1, 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 *Cashback World Programm* (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.

### 13. Costs

13.1 Registration and participation in the *Cashback World Programm* 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 Contract by the *Member*

14.1 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 these General Terms and Conditions, registering for the *Cashback World Programm* does not obligate the *Member* to make *Purchases* or perform any other activities.

14.2 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. Any *Shopping Points* accumulated prior to the termination of the Contract by the *Member* under section 14.1 may be redeemed by the *Member* within a period of eight weeks after termination of the Contract, in accordance with section 7.

### 15. Termination of the Contract by *myWorld*

15.1 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 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).

15.2 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 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.

15.3 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.

15.4 If *myWorld* terminates the Contract without cause under section 15.1 time within a period of 8 weeks after termination of the Contract, in accordance with section 7. If *myWorld* terminates the Contract for cause under section 15.1, the *Shopping Points* acquired shall expire upon termination of the Contract.

### 16. General conditions

16.1 The *Member* may not assign the Contract or his/her rights resulting from his/her participation in the *Cashback World Programm*, or use them as security, without the prior written consent of *myWorld*.

16.2 Separate, written agreements with the *Member* made in individual cases shall either (as applicable):

- (a) supplement these General Terms and Conditions and shall take precedence over these General Terms and Conditions in the event of any conflict or inconsistency; or
- (b) supersede and replace these General Terms and Conditions.

provided that the contents of such agreements shall be governed by a written contract or written confirmation by *myWorld*. Any such verbal agreement shall have no force or effect.

16.3 Subject to section 16.2, these General Terms and Conditions and the Privacy Policy and any other terms and conditions or information incorporated by reference into these General Terms and Conditions constitute the entire agreement of the parties (the *Member* and *myWorld*) in relation to the *Cashback World Programm* 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 *Cashback World Programm* via SMS or e-mail to the *Member*, as specified by the *Member* in its application or otherwise notified by the *Member* to *myWorld*.

16.4 Changes to these General 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 *Cashback World Programm* following such notice. The changes to the General 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 *Cashback World Programm* by the *Member* following such notice.

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 in these General Terms and Conditions be or become totally or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.

- 16.7** 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.
- 16.8** Registration and participation in the *Cashback World Programm* 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.
- 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 World Programm**” is defined in section A of the Preamble.

“**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 Programm*. It is not a means of payment.

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

“**Contract**” is defined in section 2.1.

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

“**Personal Member Area**” is the login area of the respective member on the Cashback World website ([www.cashbackworld.com](http://www.cashbackworld.com)), which is described in greater detail in section 8.

“**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 the benefits which the Member receives by making purchases from Loyalty Merchants in the *Cashback World Programm* which are, as at the date of this version of these General Terms and Conditions, Cashback and Shopping Points.

“**Purchases**” is defined in section 1.2.

“**Purchase Amount**” means the cost or price of the relevant goods or services purchased by the *Member* from a *Loyalty Merchant*.

“**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.

“**Shopping Points**” is a *Member Benefit* described in greater detail in section 7.