

## GENERAL TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Last Updated: June 04, 2018

### Preamble

- A.** Capitalized terms not defined in the main body of these General Terms and Conditions are defined at the end of these General Terms and Conditions in **Annex 1**.
- B.** myWorld Retail Services Canada Inc. (hereinafter referred to as "**myWorld**") a corporation organised pursuant to the Canada Business Corporations Act having an office at 5000 Yonge Street, Suite 1706, Toronto, Ontario M2N 7E9 Canada (CBCA corporation number 10556904), operates a shopping community membership program that enables participants (hereinafter referred to as "**Members**") to receive certain benefits (hereinafter referred to as the "**Cashback World Program**") by purchasing goods and services from certain merchants designated by myWorld (hereinafter referred to as "**Loyalty Merchants**").

### 1. Object of the agreement

- 1.1** The goods and services procured by the *Member* from *Loyalty Merchants* (hereinafter referred to as "**Purchases**") will be recorded for the purposes of the *Cashback World Program*. *Members* may have their *Purchases* recorded for the purposes of the *Cashback World Program* in the following ways: (i) the use of a *Cashback Card*; and (ii) the use of online channels offered by myWorld for purchases in online shops of *Loyalty Merchants*. These options for having *Purchases* recorded for the purposes of the *Cashback World Program* are described in greater detail in section 4.3.
- 1.2** The *Member* will be entitled to participate in the *Cashback World Program* and to receive *Shopping Benefits* as described in and subject to these General Terms and Conditions.

### 2. Basis for the agreement

- 2.1** Upon acceptance of the registration application by myWorld, the applicant will become a *Member* and receive a personal, non-transferable Membership ID (hereinafter referred to as "**Member ID**") associated with such *Member's* account (an "**Account**"). This will entitle the *Member* to participate in the *Cashback World Program*. Membership in the *Cashback World Program* does not create a new or extend the scope of an existing partnership, agency, or association (as further outlined in Clause 16.2).
- 2.2** Registration to the *Cashback World Program* is by way of execution of an agreement by the *Member* and myWorld using myWorld's standard form. The form of agreement can be obtained through myWorld, the online registration portal, or through one of the *Loyalty Merchants*.
- 2.3** The *Member* declares that his or her statements to myWorld in conjunction with his or her registration to the *Cashback World Program* (and creation of his or her *Account*) are correct, and hereby indemnifies and holds myWorld harmless in the event of any inaccurate, dated or incomplete statements made in conjunction with registration. The *Member* undertakes to inform myWorld immediately of any changes to his or her personal data (in particular the residential address, e-mail address, bank details, telephone number, etc.) provided during registration.
- 2.4** Only one *Account* (i.e. one *Member ID*) is allowed at a time for each individual or legal entity. The home or business address (or registered office of a legal entity) of the *Member* must be provided in the registration form. Multiple *Accounts* made by a single individual or legal entity constitutes a material breach by the *Member* and will entitle myWorld to terminate the contractual relationship and to cancel the *Shopping Benefits* together with all *Accounts* of the *Member*. In the event myWorld elects not to exercise the aforesaid right of termination, all *Accounts* other than the oldest *Account* that is then active will be terminated and all *Shopping Benefits* obtained by such *Member* through the creation of multiple *Accounts* will be cancelled. .

### 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. Participation in the *Cashback World Program* is based exclusively on an autonomous and deliberate action by each *Member* independently of myWorld.
- 3.2** The *Member* shall only be entitled to receive *Shopping Benefits*. The *Member* shall not be entitled to any additional remuneration or benefit for his or her contributions including, without limitation, any referral to the *Cashback World Program*. The *Member* shall not be entitled to any reimbursement of expenses.
- 3.3** The *Member* is not authorised to represent myWorld, and shall not make statements to or receive statements from other *Members* with respect to the *Cashback World Program*. The *Member* is not authorised to accept cash or to collect payments on behalf of myWorld. Any non-conformance in terms of this section 3.3 constitutes a material breach by the *Member* and will entitle myWorld to terminate the contractual relationship and the *Member's* *Account*.
- 3.4** The *Member* shall not without myWorld's prior written consent:
- (a) use any logo, slogan, claim, domain name, symbol or other trademark of either myWorld or of any *Loyalty Merchant*;

- (b) create business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, brochures, websites, promotional material, direct mail, mailings, webpages, or the like that reference or make mention of *myWorld* or the *Cashback World Program* in print or electronic form, or otherwise disseminate or publish same on any website or other web based platform including, without limitation, YouTube or Facebook);
- (c) conduct meetings such as information sessions, events, workshops, seminars, etc. where reference or mention is made to *myWorld* or the *Cashback World Program*; or
- (d) recruit retailers, wholesalers, or other distributors and businesses offering goods or services to customers, including gas stations, franchisees, and department stores, as *Loyalty Merchants* or *Members*, to conduct negotiations or initiate discussions, or to engage in any type of solicitation to attract such businesses.

#### 4. **Cashback World Program**

- 4.1 By purchasing from *Loyalty Merchants*, the *Member* will acquire *Shopping Benefits* as set forth in these General Terms and Conditions, namely *Cashback* and *Shopping Points*. The *Shopping Benefits* and their requirements are described in greater detail in section 6.
- 4.2 The *Member* acknowledges and understands that in order to be able to offer *Shopping Benefits* to its *Members* for their purchases from *Loyalty Merchants*, *myWorld* enters into agreements with such *Loyalty Merchants*. A list of the current *Loyalty Merchants*, including the respective *Shopping Benefits* granted in relation to each, is available online at [www.cashbackworld.com](http://www.cashbackworld.com).
- 4.3 The *Member* can use one of the following methods to record a *Purchase*:
  - 4.3.1 The *Cashback Card* is available as a paper, plastic, or virtual (online) card. It is not a means of payment and serves solely to record *Purchase* related data.
  - 4.3.2 When shopping online, the *Member* may:
    - (a) 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 a *Purchase*, and immediately make a *Purchase* in the online shop of the *Loyalty Merchants*. The *Purchase* can be recorded only if the *Member's* system and web browser allows receipt of cookies during the purchasing transaction and does not use ad blockers or script blockers. For more detailed rules concerning online *Purchases*, please refer to section 5.
- 4.4 In conjunction with the activities described in sections 4.3.1 and 4.3.2, the *Loyalty Merchants* will transmit the recorded *Purchase* or accounting data to *myWorld* to allow *myWorld* to calculate the resulting *Shopping Benefits*.

#### 5. **Online Purchases**

- 5.1 *Members* should refer to the FAQ section of [www.cashbackworld.com](http://www.cashbackworld.com) for information regarding online *Purchases*.
- 5.2 The *Member* is entitled to cancel online *Purchases* or withdraw from the consumer contract for convenience within 14 days of the *Purchase*.
- 5.3 As further detailed in section 6.4, *Shopping Benefits* from online *Purchases* will only be credited following expiration of the applicable cancellation period. No *Shopping Benefits* are provided in regard to cancelled *Purchases*.
- 5.4 The *Member* shall only be entitled to *Shopping Benefits* for those *Purchases* from the online shops of *Loyalty Merchants* that are listed for the country where the *Member* resides or is domiciled (as per the registration information in terms of the *Member's* Account) according to *myWorld's* records.
- 5.5 *myWorld* has no influence on the design of the online shops of *Loyalty Merchants* that are accessible through [www.cashbackworld.com](http://www.cashbackworld.com) and is not responsible for their content, their goods and service or any transaction on or through them. *myWorld* does not endorse any linked website or its content and the *Member* acknowledges and understands that *myWorld* cannot provide any assurances that any content on any such linked website is appropriate, truthful or offensive.

#### 6. **Shopping Benefits from the Cashback World Program**

- 6.1 *Purchases* by the *Member* that have been entered in the *Cashback World Program* allow the *Member* to enjoy *Shopping Benefits*. *Shopping 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 of residence or of domicile. Depending on the *Loyalty Merchant*, the *Shopping Benefits* consist of *Cashback* (as detailed in section 6.1.1), *Shopping Points* (as detailed in section 6.1.2) or a combination of both *Cashback* and *Shopping Points*.
  - 6.1.1 *Cashback*: For *Purchases* that have been posted in the *Cashback World Program*, the *Member* will receive up to 5% *Cashback* payment (a higher percentage can, however, be granted for special promotions in exceptional cases). The

Cashback percentage for Purchases from respective *Loyalty Merchant* is set forth at [www.cashbackworld.com](http://www.cashbackworld.com), as same may change from time to time. 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 Program* and transacted with a *Loyalty Merchant* that offers *Shopping Points* in regard to such Purchases, the *Member* will receive *Shopping Points*. *Shopping Points* can be redeemed by the *Member* to obtain a discount for future Purchases as part of special promotions identified in [www.cashbackworld.com](http://www.cashbackworld.com). More specific details are provided in section 7.

**6.2** *myWorld* reserves the right to deviate from the principles set forth in these *General Terms and Conditions* in conjunction with special promotions. *myWorld* is interested in offering its *Members* the greatest possible selection of shopping opportunities with *Loyalty Merchants* whilst arranging for substantial discounts from *Loyalty Merchants* in order to offer substantial benefits to the *Members*. If terms and conditions are agreed with a *Loyalty Merchant* that are specific to a special promotion (as may be the case with atypical Purchases such as mobile phone contracts or travel arrangements), *myWorld* will refer to this separately in the *Loyalty Merchant* details page located at [www.cashbackworld.com](http://www.cashbackworld.com) (please refer to section 6.3 below.)

**6.3** *Shopping Benefits* offered by each *Loyalty Merchant* are listed at [www.cashbackworld.com](http://www.cashbackworld.com) and these may change from time to time by *myWorld* upon two weeks' notice. The *Member* should therefore check the Cashback World website regularly to review and confirm which *Shopping Benefits* and related conditions may apply in terms of a particular *Loyalty Merchant*. The conditions that applied at the time that the *Member* paid the Purchase in full will be used to determine the *Shopping Benefits* due to the *Member*.

**6.4** In order for *Shopping Benefits* to be credited to the *Member* in regard a *Purchase*, the Purchase must be fully paid by the *Member* and any time period provided by applicable laws (including, without limitation, any existing consumer protection legislation) to cancel the purchase for convenience must have expired. If these requirements are satisfied, the *Loyalty Merchant* will confirm and report the *Purchase* to *myWorld*. *Shopping Benefits* arising from *Purchases* made that have been reported to *myWorld* by the *Loyalty Merchant* by 5:00 p.m. (Eastern Time) on Sunday will be awarded to the *Member* in the coming week. *myWorld* obligates the *Loyalty Merchants* to report *Purchases* no later than three months from the date on which the requirements set forth in clause 1 of this section 6.4 have been satisfied. The *Shopping Benefits* will only be awarded to the *Member* after the *Loyalty Merchant* has reported the underlying *Purchases* to *myWorld*.

**6.5** *myWorld* transfers credits from *Cashback* to the *Member* on a weekly basis to the bank account stipulated by the *Member*, provided these *Cashback* credits amount to at least \$10. The entitlement to receive a *Cashback* payment shall lapse if the amount of \$10 is not reached within three years of the occurrence of the *Purchase* giving rise to the last *Cashback* credit. After the amount of \$10 has been reached, the *Cashback* credit shall expire 6 months thereafter if the *Member* has not presented bank details to *myWorld* for payment of such *Cashback* credit to the *Member*. At the time that the right of payment occurs, the *Member* shall again be informed by e-mail or by mail of the need to provide bank details for such payment and of the consequences of failing to do so.

**6.6** If the *Member* makes *Purchases* from *Loyalty Merchants* abroad (in person or online), the *Cashback* credit may initially be shown in the Account in the respective foreign currency. Upon confirmation of the *Purchase* by the *Loyalty Merchant*, the amount 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*. *Shopping Benefits* shall be granted only for purchases abroad that are made through channels (e.g. online shops) that are listed in the Cashback World website for the respective *Member* as set forth in Section 5.4.

## **7. Shopping Points**

**7.1** *Members* are credited with the number of *Shopping Points* for *Purchases* in the *Cashback World Program* set forth by the respective *Loyalty Merchants*.

**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*. *Shopping Point* reward details can be found on the merchant detail page at [www.cashbackworld.com](http://www.cashbackworld.com) (expressed as a number of *Shopping Points* per \$150 spent on *Purchases* from a *Loyalty Merchant*).

**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 for consideration. *Shopping Points* may, however, be given to other *Members* as a gift.

**7.4** The accumulated *Shopping Points* are credited to the *Member* and can be tracked online in the *Member's* Account information. 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 if the minimum number of *Shopping Points* set forth at [www.cashbackworld.com](http://www.cashbackworld.com) are held; they cannot be applied in part for a discount or other benefit towards a respective *Purchase*.

**7.5** *Shopping Benefits* are also granted by *myWorld* for *Purchases* arising from the *Member's* redemption of *Shopping Points*. In this case, the amount of the *Shopping Benefits* is calculated based on the *Purchase Amount* remaining after deduction of the discount granted in conjunction with such redemption of *Shopping Points*.

**7.6** *Shopping Points* will expire after three years. The three-year period shall begin at the end of the year in which the *Shopping Points* were last earned or redeemed.

## 8. **Personal Member Area**

8.1 *myWorld* provides each *Member* with a *Personal Member Area* at [www.cashbackworld.com](http://www.cashbackworld.com) (login area) free of charge. The *Personal Member Area* allows *Members* provides information about *Purchases* that they have made and information about *Shopping Benefits* from the *Cashback World Program*. A *Member* must create a user name, password and PIN for his Account, and log in to access the *Personal Member Area*. Except as specified in section 12, *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).

8.2 *Members*' login details for the *Personal Member Area* (user name, password, and PIN) will be subject to reasonable safeguards and treated as confidential information. A *Member* must not disclose or share his or her user name and password under any circumstances. The *Member*'s personal settings for the *Personal Member Area* may 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 or her *online login details*. *myWorld* will provide the *Member* with new login details via SMS, e-mail, or by post. *myWorld* will not be liable for any damage or loss caused to the *Member* as a result of improper use of the *Member*'s online Account except in the specific circumstances described in section 12.

## 9. **Change or assignment of the Referrer**

*Members* who have not made any *Purchase* for a period of at least six months may change his designated *Referrer* or name the Referrer of another *Member* as his or her own Referrer with such other *Member*'s consent.

## 10. **Privacy**

10.1 *myWorld* collects, stores, processes and otherwise handles personal information such as data on the purchasing behaviour and *Purchases* of the *Members* in conjunction with the administration and operation of the *Cashback World Program*. If the *Member* gives his or her consent, *myWorld* may also use the *Members*' personal information to send them personalized information about offers and products of *myWorld* and its *Loyalty Merchants*.

10.2 All enquiries by the *Member* regarding information, changes, and deletion of personal information can be addressed directly to *myWorld*'s privacy officer by mail at 5000 Yonge Street, Suite 1706, Toronto, Ontario M2N 7E9 Canada (attention: Privacy Officer) or by e-mail at [privacy.ca@cashbackworld.com](mailto:privacy.ca@cashbackworld.com).

10.3 Further information regarding the handling of personal information in conjunction with the Cashback World website can be found in the Privacy Policy at [www.cashbackworld.com](http://www.cashbackworld.com).

10.4 *myWorld* uses internationally recognised security technologies to protect *Members*' data against unauthorised access. *myWorld* shall not be liable for security of personal information transmitted via the Internet except to the extent specifically set forth in section 12.

## 11. **Disclaimer**

11.1 The scope of services provided by *myWorld* is limited to the administration and operation of the *Cashback World Program* as described in these General Terms and Conditions.

11.2 *myWorld* is not responsible or liable in regard to *Purchases* made by the *Member* from *Loyalty Merchants*. Without limitation the generality of the foregoing, *myWorld* specifically disclaims any warranty or condition whether express, implied or statutory in regard to any third party goods and/services or for any breach of contract, negligence or other improper conduct by any *Loyalty Merchant*.

## 12. **Liability**

12.1 The *Cashback World Program* is provided on an "as is" and "as available" basis. Except as provided in section 12.2, *myWorld* shall not be liable for any damages or losses relating to the *Cashback World Program* and any services, interactions, information, content and other subject matter relating thereto. Without limitation to the generality of the foregoing, *myWorld* will not be liable for any direct, indirect, incidental, consequential, special or other damages suffered by the *Member*.

12.2 Section 12.1 does not apply with respect to any personal injury or death that is caused by *myWorld*'s negligence.

12.3 The limitations and exclusions of liability specified in section 12.1 will not apply to the extent contrary with applicable laws in the jurisdiction where the *Member* resides or is domiciled. *These limitations and exclusions of liability may therefore not fully apply with respect to all Members*.

12.4 *myWorld* will not be liable for any breach of these General Terms and Conditions or other damages or losses suffered by any *Member* to the extent the foregoing is attributable to circumstances beyond *myWorld*'s reasonable control including, without limitation, acts of God, labour disruptions, change in applicable laws, acts of war, terrorism, riots, real or apprehended insurrections, unavailability of any telecommunications facilities, unavailability of physical or human resources, and the like.

### 13. Costs

- 13.1 Registration and participation in the *Cashback World Program* are not subject to any fees or charges by myWorld to the *Member*.
- 13.2 The *Cashback Card* is free of charge for the *Member* as part of registration to the *Cashback World Program*.

### 14. Termination of the contractual relationship by the *Member*

- 14.1 The *Member* may terminate the contractual relationship with myWorld at any time by providing myWorld with written notice. The *Member's* participation in the *Cashback World Program* does not require him or her to make Purchases or perform any other similar activities as part of the current contractual relationship.
- 14.2 Upon termination of the contractual relationship with myWorld, the *Member* will be entitled to receive those cash benefits from the *Cashback World Program* which accrued at the time the contractual relationship was terminated. Any accumulated *Shopping Points* will expire upon termination of the contractual relationship, provided, however, that if the *Member* terminates the contractual relationship in regard to a breach of these General Terms and Conditions by myWorld, the *Member* may redeem the *Shopping Points* acquired within a period of eight weeks following the effective date of termination as described in section 7.

### 15. Termination of the contractual relationship by myWorld

- 15.1 The contractual relationship may be terminated by myWorld for convenience upon 30 days' notice, or with immediate effect in the event of any material breach of these General Terms and Conditions by the *Member*.
- 15.2 The *Member* shall indemnify and hold myWorld, its parent, affiliates and services providers and their respective directors, officers, employees, contractors, advisors, agents and other representatives harmless from any damages, costs, expenses (including, without limitation, legal fees and other professional fees), liabilities, fines and other losses suffered by any of them as a result of, arising from or in relation to any breach by the *Member* of these General Terms and Conditions or to any improper conduct by him or her.
- 15.3 Upon termination of the contractual relationship, the *Member* will be entitled to receive those cash benefits from the *Cashback World Program* which accrued at the time the contractual relationship was terminated.
- 15.4 If myWorld terminates the contractual relationship for convenience, the *Member* may redeem his or her *Shopping Points* acquired up to that time, provided he or she does so within a period of 8 weeks after the effective date of termination of the contractual relationship (any such redemption will be in accordance with section 7). *Shopping Points* acquired by the *Member* will otherwise expire upon termination of the contractual relationship.

### 16. General conditions

- 16.1 The rights and remedies of the *Member* in relation with the *Cashback World Program* may not be assigned or encumbered by him or her without myWorld's prior written consent.
- 16.2 The *Member* acknowledges and agrees that myWorld and the *Member* are independent contracting parties and that enrolment and participation in the *Cashback World Program* does not constitute a partnership, agency, association, fiduciary relationship or other similar relationship between the *Member* and myWorld.
- 16.3 These General Terms and Conditions constitute the entire agreement between the parties in regard to the *Cashback World Program* provided, however, that where a separate written agreement is entered into by myWorld and the *Member* in regard to the *Cashback World Program*, such separate written agreement shall take precedence over these General Terms and Conditions in the event of any conflict or inconsistency. For clarity, there are no verbal or oral contract between the parties and any modification to these General Terms and Conditions or any separate written agreement must be by way of a written document executed by both parties. The parties consent to the use of electronic documents, to the use of electronic signatures and to the electronic delivery of executed counterparts.
- 16.4 myWorld may modify these General Terms and Conditions and any other contractual agreements between the *Member* by providing written notice of such modifications to the *Member* and any such modification shall be deemed to be accepted by the *Member* and come into effect if the *Member* does not object to their coming into force within 30 days of receipt of the written notification of change.
- 16.5 These General Terms and Conditions will be read with all changes of gender and number required by the context (for clarity, references to a gender include both genders as well as gender-neutral designations such as those that apply to legal persons. Words importing persons include individuals, partnerships, associations, trusts, joint ventures, unincorporated organisations and corporations.

- 16.6** In the event any provision of these General Terms and Conditions is held by a court of law in any particular jurisdiction to be invalid or unenforceable, such provision will be deemed, in regard to such jurisdiction, to be struck from these General Terms and Conditions without affecting the validity of the remaining provisions.
- 16.7** These General Terms and Conditions are governed by, and will be construed in accordance with, the laws of the Province of Ontario (excluding its body of law relating to conflict of laws) and the Federal laws of Canada that apply in the province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the subject matter of these General Terms and Conditions.
- 16.8** Registration in the *Cashback World Program* is restricted to persons that have the capacity to enter into legally binding agreements. An individual who has not yet reached the age of majority in the province or territory in which he or she resides may participate in the *Cashback World Program* provided his or her parent or legal guardian registers such individual and otherwise provides all required consents on behalf of such individual until such individual reaches the age of majority in his or her province or territory of residence.
- 16.9** The *Member* is solely responsible for all duties, fees, taxes, levies, and other similar amounts or charges incurred by the *Member* in relation with his or her receipt or his or her transfer of *Shopping Benefits*.

**Annex 1**  
**Glossary**

**“Cashback”** means a *Shopping Benefit* described in greater detail in section 6.1.1.

**“Cashback Card”** means a plastic, paper, or virtual card (retrievable via a mobile application), that serves to record Member Purchases. It is not a payment card.

**“Referrer”** means a *Member*, a *Loyalty Merchant*, cooperation partner, or other person that has referred another *Member* or that is listed by *myWorld* as the *Referrer* of the respective *Member* as contemplated in section 9.

**“Cashback World Program”** means the Shopping Community operated by *myWorld* that enables a Member to receive *Shopping Benefits* when purchasing goods and services from *Loyalty Merchants*.

**“Members”** mean those persons who have entered into a contract with *myWorld* to establish membership in the *Cashback World Program* according to these General Terms and Conditions which contract remains in force and effect.

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

**“Shopping Benefits”** mean all benefits which Members may receive through Purchases, namely Cashback payments as well as Shopping Points.

**“Loyalty Merchants”** mean companies that have a contractual relationship with *myWorld* and from which members can obtain *Shopping Benefits* from the *Cashback World Program* through Purchases.

**“Shopping Points”** mean the *Shopping Benefit* described in greater detail in section 7.