

GENERAL BUSINESS TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Amended: March 2018

Preamble

- A. myWorld Retail Services UK Limited (*myWorld*), a company registered at 40 Bank Street, London E14 5NR, with Company Registration Number 6932198 operates a shopping community that enables participants (*Members*) to receive *Member Benefits* by making a *Purchase* from a *Loyalty Merchant* as part of the *Cashback World Programme*. *Members* are registered with *myWorld*, enabling them to purchase goods and services from *Loyalty Merchants*, and, thereby, to generate benefits in the *Cashback World Programme*.
- B. Any term or condition that appears in bold italics can be found in **Appendix I**, a glossary of defined terms. The terms in Clauses 1 to 16 of these *GTCs* are binding.

1. Object of the Contract

- 1.1 A *Member's Purchases* are recorded under the *Cashback World Programme*. A *Member* can use the following methods to make *Purchases*: *Cashback Card* and *myWorld's* online platforms as a basis for making *Purchases* from *Loyalty Merchants' Online Shops*. See Clause 4.3 for more information about the methods for recording *Purchases*.
- 1.2 In accordance with these *GTCs*, a *Member* is authorised to participate in the *Cashback World Programme* and to receive *Member Benefits*.

2. Basis of the Contract

- 2.1 Upon acceptance by *myWorld* of an application to register, the applicant will become a *Member* and receive a personal, non-transferable *Membership ID*. This entitles him to participate in the *Cashback World Programme*; see further Clause 16.2.
- 2.2 In order to complete the contract, a *Member* must apply to be registered using a registration flyer provided by *myWorld*, or apply online using *myWorld's* online registration form. He may also register with a *Loyalty Merchant*.
- 2.3 A *Member* warrants that the information that he has provided to *myWorld* is correct and shall fully indemnify and hold *myWorld* against all liabilities, costs, expenses and losses arising out of or in connection with a breach of this provision. 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, telephone number etc.).
- 2.4 Each natural person or legal entity is only permitted to register once (i.e. only one *Membership 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 *Member Benefits*, *myWorld* reserves the right to terminate the contractual relationship with good cause and revoke any *Member Benefits* obtained in this manner. If a *Member* registers more than once, the most recent *Membership ID* shall be deleted. Any *Member Benefits* shall be revoked.

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 Programme* is a *Member's* sole responsibility and is legally independent of *myWorld*.
- 3.2 A *Member* is entitled only to receive *Member Benefits*. A *Member* is not entitled to any remuneration extending above and beyond this. A *Member* is not entitled to the reimbursement of any expenses. This applies particularly should the *Member* recommend the *Cashback World Programme* to others.
- 3.3 A *Member* is not authorised to represent *myWorld* in any way and must not make representations regarding the *Cashback World Programme*; likewise, he must not take as fact any such representations made by other *Members*. A *Member* is not entitled to receive money or collect funds on behalf of *myWorld*. In the event of any breach of this Clause 3.3 *myWorld* may terminate the *Member's* contract forthwith and with good cause.
- 3.4 Without prior written consent from *myWorld*, a *Member* is not entitled to:
- use logos, writing, trademarks, slogans, domains, other symbols and similar content from *myWorld* or a *Loyalty Merchant*;
 - create business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, brochures, websites, apps, advertising material, bulk emails, mail shots, homepages or any similar media concerning *myWorld* or the *Cashback World Programme*, to distribute them in written or electronic form or in any other miscellaneous manner or to make them publicly accessible (e.g. on internet sites such as Facebook or YouTube);

- (c) organise and run events, such as information events, workshops, seminars, etc., concerning **myWorld** or the **Cashback World Programme**; or
- (d) introduce retailers, wholesalers, other miscellaneous traders, or other companies which offer goods or services for final consumers, including fuel stations, franchisees and department stores as **Loyalty Merchants** or **Members**, to conduct negotiations or preliminary discussions or to pursue advertising campaigns of any kind, in particular on the premises or in the vicinity of such a company.

4. Cashback World Programme

4.1 By making a **Purchase** from a **Loyalty Merchant**, a **Member** acquires **Member Benefits** in accordance with these **GTCs**. The **Member Benefits** and their respective conditions are described in more detail in Clause 6. Under the terms of these **GTCs**, a **Member** is not obligated to make **Purchases** or perform any other duties.

4.2 To be able to grant **Member Benefits**, **myWorld** enters into contracts with **Loyalty Merchants**. Current **Loyalty Merchants** and the associated **Member Benefits** are listed online at www.cashbackworld.com.

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

4.3.1 Cashback Card

4.3.2 **Online Shop**: to make a **Purchase** from an **Online Shop**, a **Member** should

(a) log in at www.cashbackworld.com using his access data and then select the **Online Shop** of his choice, or

(b) access the **Online Shop** from another online channel provided by **myWorld** to record purchase data

and then make the **Purchase** directly from the **Online Shop**. To enable the **Purchase** to be recorded, a **Member** must make sure that cookies are enabled and that advertisement or script blockers are disabled during the **Purchase** process. See Clause 5 for more information on shopping online.

4.4 For the methods described under Clauses 4.3.1 and 4.3.2, the **Loyalty Merchant** sends all **Purchase** and/or billing data to **myWorld** for the calculation of the resulting **Member Benefits**.

5. Online Shopping

5.1 The **Member** is recommended to read the Online Shopping section in the FAQs at www.cashbackworld.com.

5.2 The **Member** is entitled to cancel online **Purchases** or withdraw from the consumer contract without reason within 14 days.

5.3 For a **Member** to be credited with **Member Benefits**, the cancellation period under the **Consumer Contracts Regulations** must have expired (as described in Clause 6.4.) and the **Member** must not have cancelled the **Purchase**.

5.4 A **Member** who makes a **Purchase** at an **Online Shop** is entitled to **Member Benefits** only if his address registered with **myWorld** and that of the **Online Shop** are in the same country. The **Online Shops** available in each country are listed under www.cashbackworld.com.

5.5 **myWorld** has no influence over the design of the **Online Shops** 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 immoral.

6. Member Benefits in the Cashback World Programme

6.1 A **Member** who makes a **Purchase** is entitled to receive **Member Benefits**. The **Member Benefits** are based on the conditions agreed in the contract between **myWorld** and the **Loyalty Merchant**; they therefore vary according to the **Loyalty Merchant**, sector and country in question. **Member Benefits** comprise **Cashback** (see Clause 6.1.1) and **Shopping Points** if applicable (see Clause 6.1.2).

6.1.1 **Cashback**: A **Member** will receive up to 5% **Cashback** for each **Purchase**. A higher **Cashback** rate may be granted in some cases. The rate granted by each individual **Loyalty Merchant** is listed at www.cashbackworld.com. **Cashback** payments are made in accordance with Clauses 6.4 to 6.6.

6.1.2 **Shopping Points**: In addition, a **Member** will receive **Shopping Points** for a **Purchase** from a **Loyalty Merchant** that uses **Shopping Points**. A **Member** can use **Shopping Points** to obtain a discount on a **Purchase** described in the special offers listed under www.cashbackworld.com. See Clause 7 for further details.

- 6.2 With regard to special offers, **myWorld** reserves the right to deviate from the provisions of these **GTCs**. In order to bring to its **Members** as wide a range as possible of **Loyalty Merchant** offers, **myWorld** makes special discount agreements with its **Loyalty Merchants** and passes on comprehensive **Benefits** to its **Members**. Any special offers agreed with a **Loyalty Merchant** (e.g. unusual purchases, such as limited term phone contracts or travel packages) will be listed on the **Loyalty Merchant** page at www.cashbackworld.com (see also Clause 6.3).
- 6.3 The **Benefits** granted by each **Loyalty Merchant** are listed at www.cashbackworld.com. A **Member** is recommended to check the Cashback World website on a regular basis to keep up-to-date with the conditions offered by each **Loyalty Merchant**. In the event of a change to the conditions offered by a particular **Loyalty Merchant**, **myWorld** reserves the right to amend the **Member Benefits** for this **Loyalty Merchant**. In such a case **myWorld** is required to give two weeks' notice. A **Member's** entitlement to **Member Benefits** is based on the conditions in place at the time when the **Purchase** was paid for in full.
- 6.4 For the **Benefits** to be credited to a **Member** he must have paid for the **Purchase** in full and not have cancelled it under the provisions of the **Consumer Contracts Regulations** or otherwise. Provided these criteria are met, and the **Loyalty Merchant** confirms the **Purchase** to **myWorld**, **myWorld** will invoice the **Loyalty Merchant** for amounts due and the **Benefits** will be credited to the **Member** at 11pm each Sunday. **myWorld** expects payment within three months of the date on which the requirements set out in Sentence 1 of this Clause were met. **Member Benefits** cannot be paid to the **Member** until the **Loyalty Merchant** has instructed **myWorld** to issue payment.
- 6.5 Provided that a **Member** has accumulated at least £9 of **Cashback** and has provided **myWorld** with his bank account details, **myWorld** will transfer his **Cashback** weekly to his bank account. If a **Member** does not accumulate **Cashback** of at least £9 within a period of three years, the amount of accumulated **Cashback** will expire. Further, if a **Member** does not provide **myWorld** with his bank account details within six months of accumulating at least £9 of **Cashback**, the accumulated **Cashback** will expire. In such circumstances, **myWorld** will remind the **Member** by email or letter to submit his bank account details and advise of the consequences of not doing so.
- 6.6 If a **Member** makes a **Purchase** from a **Loyalty Merchant** in another country (either in person or online), the transaction may appear initially in the **Member's** Cash Account in the currency of that country. Once the **Purchase** has been confirmed by the **Loyalty Merchant**, the transaction will be converted automatically, using an appropriate exchange rate, into the **Member's** local currency and shown in his **Personal Member Area**. The validity of Clause 5.4 shall remain unaffected, i.e. a **Member** is only entitled to receive **Member Benefits** for an international **Purchase** made using the channels (e.g. **Online Shops**) listed on the Cashback World website.

7. Shopping Points

- 7.1 A **Member** may be entitled to receive a certain number of **Shopping Points** for a **Purchase**.
- 7.2 The number of **Shopping Points** granted (if granted at all) depends on the amount spent and conditions agreed with the particular **Loyalty Merchant**. The **Member** is referred to the **Loyalty Merchant's** page on www.cashbackworld.com, where the number of **Shopping Points** granted by the **Loyalty Merchant** for a **Purchase** worth £90 is shown.
- 7.3 **Shopping Points** have no fixed monetary value. Their value is determined by the discount granted upon redemption at the **Loyalty Merchant** in question. **Shopping Points** cannot be paid out in cash and must not be transferred to another person for a fee. However, a **Member** may transfer **Shopping Points** to another **Member** free of charge, for example as a gift.
- 7.4 A **Member** can track his **Shopping Points** in his **Personal Member Area**. These can be used to secure a discount for certain special offers listed at www.cashbackworld.com. The **Member** can use only the number of **Shopping Points** specified for the particular offer.
- 7.5 If a **Member** uses **Shopping Points** to make a **Purchase**, **Member Benefits** will also be granted. **Member Benefits** are allocated in accordance with the price after deduction of the discount granted through the use of the **Shopping Points**.
- 7.6 **Shopping Points** will expire at the end of the third calendar year following the year in which they were earned.

8. Online Office & Services

- 8.1 **myWorld** will provide each **Member** with his own **Personal Member Area** at www.cashbackworld.com free of charge. Once a **Member** has entered his username and password, he can view his **Purchases** and **Member Benefits** from the **Cashback World gramme**. Should the Cashback World websites and log-in area at www.cashbackworld.com become unavailable, **myWorld's** liability is governed by the terms of Clause 12.
- 8.2 A **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.cashbackworld.com.
- 8.3 A **Member** undertakes to notify **myWorld** without delay of any improper use of access to his **Personal Member Area**. Access to a **Member's** account will be blocked immediately and new access data will be sent to the **Member** by text message, e-mail or post. Should a

Member suffer loss as a result of improper use of his access data, **myWorld's** liability is governed by the terms of Clause 12.

9. Change of Recommender

A **Member** who has not made a **Purchase** for a period of at least six months can change his **Recommender** (if assigned) or allocate a **Recommender** by nominating another **Member** as **Recommender**. The newly-nominated **Recommender** must give his consent to this change.

10. Data Protection

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

10.2 All enquiries regarding the amendment or deletion of data can be directed to **myWorld Retail Services UK Limited, 40 Bank Street, London E14 5NR**.

10.3 Further data protection regulations relevant to the use of the **Cashback World** website can be found in the data protection declaration at www.cashbackworld.com.

10.4 **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 12.

11. Disruptions to Service

11.1 The scope of services offered by **myWorld** is restricted to the operation of the **Cashback World Programme** as described in these **GTCs**.

11.2 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.

12. Liability

12.1 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.

12.2 **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 these **GTCs**; 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.

12.3 Any other claims for damages are excluded, except as provided in Clause 12.6 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.

12.4 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**.

12.5 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.

12.6 The limitations and exclusions of liability under this Clause 12 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 these **GTCs**, and especially under Clause 12.1, **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.

13. Costs

13.1 Registration and participation in the **Cashback World Programme** is free of charge for **Members**.

13.2 A **Member** receives a **Cashback Card** free of charge as part of the registration process.

14. Termination by the Member

14.1 The **Member** is entitled to end his contractual relationship with **myWorld** at any time. The contract must be terminated in writing.

14.2 On termination by a **Member**, he is entitled only to receive **Cashback** arising from **Purchases** already made. 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 7 within a period of eight weeks following the termination of the contract.

15. Termination by myWorld

15.1 **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 2.3, 2.4, 3.3 and 3.4.

15.2 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.

15.3 On termination by **myWorld**, a **Member** is entitled only to receive **Cashback** arising from **Purchases** already made.

15.4 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 7. Any **Shopping Points** will otherwise be forfeited upon termination of the contract.

16. General Provisions

16.1 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 **Cashback World Programme** be used as security.

16.2 Participation by a **Member** in the **Cashback World Programme** constitutes only a contractual relationship between the parties; there is no business relationship between the **Member** and **myWorld**.

16.3 Individual agreements always take precedence over these **GTCs**. 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.

16.4 Amendments to these 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.

16.5 Words in the singular will include the plural and vice versa. A reference to one gender will include a reference to the other gender.

16.6 Should any provision of these **GTCs** be completely or partially invalid or unfeasible, the validity of the remaining provisions will not be affected.

16.7 This agreement shall be governed by, and construed in accordance with, the law of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.8 A **Member** must be at least eighteen years old in order to register and participate in the **Cashback World Programme**.

16.9 A **Member** is responsible for all charges, fees, taxes etc. accrued by the **Member** as a result of receiving **Member Benefits**.

Appendix 1
Glossary of defined terms

“**Cashback**” is a **Member Benefit** up to 5% of the value of a **Purchase** made by a **Member** at a **Loyalty Merchant** (see Clause 6.1.1).

“**Cashback Card**” is a plastic or paper card used in the **Cashback World Programme** to record a **Member’s Purchase** from a **Loyalty Merchant**. It cannot be used as a means of payment. The **Cashback Card** is also available in electronic form through the use of the mobile app.

Cashback World Programme is the shopping community operated by **myWorld** that enables a **Member** to receive **Member Benefits** when he makes a **Purchase** from a **Loyalty Merchant**.

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

“**GTCs**” means the General Business Terms and Conditions for **Cashback World Programme Members**

“**Loyalty Merchant**” is a business with which **myWorld** has entered into a contract for the purpose of creating a **Benefit** for a **Member** when he makes a **Purchase**.

“**Member**” is a person who has entered into a contract with **myWorld** in accordance with these **GTCs** and remains as such until the contract has been terminated.

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

“**Member Benefit/Benefit**” is the benefit that a **Member** receives or is eligible to receive by making a **Purchase**. **Member Benefits** comprise **Cashback** and **Shopping Points**, if applicable.

“**Personal Member Area**” is a **Member’s** personal log-in area of the Cashback World website as described under Clause 8.

“**Purchase**” is the acquisition by a **Member** of goods or services from a **Loyalty Merchant**.

“**Recommender**” is a **Member** who recommends the **Cashback World Programme** to a new **Member**. This person (or **Loyalty Merchant** or other partner entity) is nominated as **Recommender** when the new **Member** registers with **myWorld**. Should a **Member** change his **Recommender**, the **Recommender** is the person whom **myWorld** has recorded as the **Recommender**.

“**Registration Flyer**” is the document to be completed and signed by the **Member** upon applying for membership of the **Cashback World Programme**. It must be sent to **myWorld** and is a binding request for membership.

“**Shopping Points**” are a **Member Benefit** described under Clause 7.