

# Terms and Conditions of Contract to buy Vouchers

Version: January 2021

## Preamble

- a. myWorld International Limited, a company registered at 40 Bank Street, London E14 5NR, United Kingdom, operates worldwide a Benefit Program ("**Benefit Program**") which enables participating customers ("**Members**") to receive benefits ("**Benefits**") by purchasing goods, services, travels, etc. ("**Purchases**") at myWorld online-platform, online Loyalty Merchants and local Loyalty Merchants (together "**myWorld and Loyalty Merchants**"). In the local countries myWorld International Limited uses 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 Unit 8, 4075 Kingswood Road, Citywest Business Campus, Dublin 24, Republic of Ireland ("**myWorld**") enabling them to purchase goods, services, travels, etc. from *myWorld* and *Loyalty Merchants*, and, thereby, to generate *Benefits* in the *Benefit Program*.
- c. myWorld 360 AG, Grazbachgasse 87-93, 8010 Graz, Austria, can be the service provider of the vouchers, as provided in these Terms and Conditions. If this is the case, myWorld 360 AG has agreed that **myWorld** may sell the vouchers offered by myWorld 360 AG, in its own regional field of competence, in its own name and at its own expense.
- d. Should these terms and conditions contain gender-specific terms, they refer to both genders alike and to both natural and legal entities.

## 1. Contracting Party and Object of Contract

- 1.1 These Terms and Conditions govern the purchase of physical or digital **Vouchers** by **Members**. The respective voucher can be redeemed by the Member only from the specifications defined by the issuing company and they can be purchased from myWorld Retail Services Ireland Limited, a company registered at Unit 8, 4075 Kingswood Road, Citywest Business Campus, Dublin 24.
- 1.2 These Terms and Conditions apply to all contracts to buy **Vouchers** entered into by participant **Members** of the **Benefit Program** operated by **myWorld**.
- 1.3 **Vouchers** may not be resold by **Members** for commercial purposes. Nevertheless, **Vouchers** that have been paid for in full may be transferred free of charge, i.e. the **Member** may give the **Voucher** to another person as a gift.

## 2. Vouchers

- 2.1. Under these Terms and Conditions, **Vouchers** can only be used for **Purchases** according to the information and instructions of the company, who has issued the **Voucher** in question. A **Voucher** can be redeemed for the amount shown on the **Voucher**. **The issuer** and **myWorld** are not permitted to exchange **Vouchers** for cash, either in full or in part. **Vouchers** are a special service and are only available while stocks last. **Members** are informed when **Vouchers** are available either by e-mail or via an update on the [www.myworld.com](http://www.myworld.com) website.
- 2.2. **Physical Vouchers**  
Physical **Vouchers** are **Vouchers** issued in either paper or plastic form. The **issuer** defines the value of the **Voucher** in advance; **Vouchers** may only be redeemed to purchase goods and services from the **issuer** in question. Certain types of physical **Vouchers** can be topped as specified at [www.myworld.com](http://www.myworld.com). **Vouchers** may be topped up through **myWorld** or, in certain cases, by the issuing **company** itself.
- 2.3. **Digital Vouchers**  
Digital **Vouchers** are **Vouchers of the issuing company** that are issued to the **Member** in a digital format (e.g. sent to the **Member's** e-mail address, stored in the **myWorld** app). The **issuer** either defines the value of the digital **Voucher** in advance or the **Member** can define the **Voucher** value within a threshold specified by the **issuer**. The **Voucher** can only be redeemed at the **issuing company**. The respective details can be found at [www.myworld.com](http://www.myworld.com).

## 3. The Order Process

- 3.1. **Vouchers** can be purchased from **myWorld** in writing, online or at a **Voucher Sales Point** ([www.myworld.com](http://www.myworld.com)).
- 3.2. When ordering **Vouchers** on the website [www.myworld.com](http://www.myworld.com), the **Member** selects the **Voucher** he wishes to purchase (**issuing company** and amount) and adds it to his shopping basket. To complete the order process, the **Member** presses the "PLACE BINDING ORDER NOW" button, which constitutes a binding offer by the **Member** to purchase the selected **Vouchers**. The order confirmation sent automatically after completion of the order process does not yet constitute acceptance of this binding offer.
- 3.3. The sales agreement between **myWorld** and the **Member** does not come into effect until the **Member** has paid the **Voucher** order amount in full. The **Vouchers** remain the property of **myWorld** until payment has been received.
- 3.4. **myWorld** is entitled to reject a **Member's** order.
- 3.5. Ordered **Vouchers** sent to the **Member** by **myWorld** or allocated to his **Personal Login Area** in the **myWorld** app can only be redeemed at the **issuing company** specified by the **Member** during the order process and shown on the **Voucher** itself. The agreement concluded for the redemption of the **Voucher** exists exclusively between the **issuer of**

**the voucher** and the **Member. myWorld** is unable to influence this contractual relationship and is not liable for any claims arising from it.

#### 4. Prices, Payment and Delivery

- 4.1. The prices listed on [www.myworld.com](http://www.myworld.com) and specified in the invoice are in Euros including statutory VAT but excluding any shipping costs.
- 4.2. Delivery charges may apply in addition to the displayed price, and are calculated during the order process at [www.myworld.com](http://www.myworld.com). The Member will be notified of these costs prior to completion of the order process.
- 4.3. The available payment methods will be shown to the Member in the beginning of the order process.
- 4.4. **myWorld** uses secure courier service providers to ship orders (e.g. UPS, GLS, Fedex, An Post, etc.).
- 4.5. **Vouchers** will be delivered between three and five working days following receipt of payment.
- 4.6. Delivery to parcel stations is not possible.

#### 5. Statutory Right of Withdrawal

##### 5.1. Right of Withdrawal

**A Member has the right to withdraw from this contract within 14 days without giving any reason.**

The withdrawal period will expire after 14 days from the day on which a **Member** or a third party specified by the **Member** acquires physical possession of the vouchers.

**To exercise his right of withdrawal, the Member must clearly inform myWorld in writing (by post or email) of his decision to withdraw from this contract, as follows:**

**myWorld Retail Services Ireland Limited**  
Unit 8, 4075 Kingswood Road  
Citywest Business Campus  
Dublin 24  
Email: [service.ie@myworld.com](mailto:service.ie@myworld.com)

The **Member** may use the attached withdrawal form, though this is not obligatory. To meet the withdrawal deadline, it is sufficient for the **Member** to send a communication concerning the exercise of his right of withdrawal before the withdrawal period has expired.

##### 5.2. Effects of Withdrawal

Should a **Member** withdraw from this contract, **myWorld** will reimburse the **Member** for all payments made by the **Member** to **myWorld**, including any delivery costs (though excluding any additional costs incurred by the **Member** selecting a delivery option other than cheapest standard delivery option offered by **myWorld**), without delay but no later than 14 days following the day on which **myWorld** received the **Member's** notification of withdrawal. To reimburse these payments, **myWorld** will use the same payment option as used by the **Member** for the original transaction unless expressly agreed otherwise with the **Member**; the **Member** will not be required to pay any fees for this transaction. **myWorld** can refuse reimbursement until it has received the **Vouchers** or the **Member** has provided evidence that he has returned the **Vouchers**, whichever occurs first.

Any **Benefits** due or already allocated to the **Member** from the terminated contract must be returned to **myWorld**.

The **Member** must return the **Vouchers** to the address below without delay but no later than 14 days following the day on which **myWorld** received the **Member's** notification of withdrawal:

**myWorld Retail Services Ireland Limited**  
Unit 8, 4075 Kingswood Road  
Citywest Business Campus  
Dublin 24

The deadline is deemed to have been met if the **Member** despatches the **Vouchers** prior to the 14-day deadline. The **Member** bears any direct costs for returning the **Vouchers**. The **Member** is only liable for any diminished value of the **Vouchers** resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the **Vouchers**.

##### **Expiry of the Right of Withdrawal**

The Member is not entitled to withdraw from a contract for Vouchers that have been already redeemed either in whole or in part.

#### **Sample withdrawal form**

(If you wish to withdraw from this contract to buy vouchers, please fill out this form and sent it back to us by post or e-mail) to:-

**myWorld Retail Services Ireland Limited**

Unit 8, 4075 Kingswood Road  
Citywest Business Campus  
Dublin 24

**OR**

**E-Mail: service.ie@myworld.com**

I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale for the following vouchers (\*):

Ordered on (\*) / received on (\*)

Member name:

Member address:

Member signature (only required if sent by post):

Date

**6. Returns and Complaints**

**6.1.** Any **Voucher** sent by **myWorld** or purchased online cannot be returned and payments cannot be reimbursed. This does not apply for the circumstances described under Clause 6.

**6.2. Transport Damage**

Whenever possible, visible transport damage must be immediately reported to the carrier. The **Member** must also report visible transport damage to **myWorld** without delay. The **Member's** statutory warranty remains unaffected. Damage must be reported to:

**myWorld Retail Services Ireland Limited**

Unit 8, 4075 Kingswood Road  
Citywest Business Campus  
Dublin 24

**Email: service.ie@myworld.com**

**6.3. Delivery of incorrect vouchers**

Should a **Member** receive a delivery of incorrect vouchers, and not those ordered, a complaint can be raised within 14 days of receipt of the incorrect delivery. The **Member** undertakes to return the incorrect **Vouchers**, unused, within 14 days of receipt. The **Member's** statutory rights remains unaffected.

Complaints must be sent to:

**myWorld Retail Services Ireland Limited**

Unit 8, 4075 Kingswood Road  
Citywest Business Campus  
Dublin 24

**Email: service.ie@myworld.com**

**7. Liability**

**7.1.** **myWorld** is liable without limitation for damages arising from loss of life, personal injury or damage to health caused by an intentional or negligent breach of duty by **myWorld**.

**7.2.** **myWorld** is also liable without limitation for other damages arising from an intentional breach of **myWorld's** duties.

**7.3.** For other damages caused by a grossly negligent breach of **myWorld's** duties, **myWorld's** liability is limited to foreseeable damage.

**7.4.** **myWorld** accepts only limited liability for foreseeable damages resulting from a negligent breach of obligations, which are fundamental for the adequate and proper performance of the contract and on whose fulfilment the **Member** accordingly trusts and may trust (cardinal obligations).

**7.5.** In so far as the liability of **myWorld** is limited or excluded, such limitations or exclusions will also apply for the personal liability of **myWorld** employees, legal representatives, agents and subcontractors.

**7.6.** Any further claims for damages are excluded, subject to the following information in Clause 7.7. This especially applies to initial deficiencies where liability is independent of blame.

**7.7.** The limitations and exclusions of liability pursuant to this Clause 7.1 to 7.6 will in no way affect the liability of **myWorld** in compliance with the mandatory legal provisions of the Consumer Protection laws.

**7.8.** **myWorld** will assume no liability for the illegal redemption of **Vouchers** that are lost or stolen once collected from a **myWorld** office, dispatched to a **Member** by post or sent to a **Member** online.

**8. Data Protection**

myWorld Retail Services Ireland Limited, Unit 8, 4075 Kingswood Road, Citywest Business Campus, Dublin 24, stores and processes the *Member's* personal data (specifically his first name, surname, address and Member ID) for the purpose of processing the *Member's* order. myWorld Retail Services Ireland Limited contracts myWorld 360 AG, Grazbachgasse 87-93, 8010 Graz, Austria, to process this data.

**9. Jurisdiction, Written Agreements, Severability**

- 9.1.** This agreement is subject to law of the Republic of Ireland under exclusion of international private law and UN sales law.
- 9.2.** Individual agreements always take precedence over these Terms and Conditions for Voucher Orders. 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.
- 9.3.** Should any provision of these Terms and Conditions be or become ineffective or inoperative in whole or in part, this will not affect the remaining provisions. The relevant statutory regulations will apply in place of any such provisions.