Terms and Conditions - myWorld Benefit Lounge

Last amended: 20.01.2022

The present Terms & Conditions regulate the business relationship between myWorld 360 AG ("myWorld") and the users of the myWorld Benefit Lounge ("You" or "you") when purchasing goods via the myWorld Benefit Lounge ("Benefit Lounge").

myWorld 360 AG (myWorld)
Grazbachgasse 87-93,
8010 Graz
Austria,
E-Mail customerservice@myworld.com

Court of registry: Landesgericht für ZRS Graz, Company registry: FN 389134g.
UID-Nr.: ATU67661657

1. SCOPE
1.1. myWorld runs the Benefit Lounge, which can be found at benefits.myworld.com. Via this website, you can purchase products from myWorld. myWorld has commissioned myWorld International Limited, 3rd Floor, 40 Bank Street, London E14 5NR, UK, with the operational handling of the payment process.
1.2. In addition to these Terms & Conditions, the Terms of Use, which can be found at benefits.myworld.com, are also applicable to you. These Terms & Conditions regulate myWorld's rights and obligations and you when purchasing a product from myWorld via the Benefit Lounge.
1.3. myWorld addresses its offers on the Benefit Lounge to consumers according to the Consumer Protection Act.

2. MINORS
myWorld does not allow minors access, otherwise known as person who are not yet 18 years of age and are not yet considered capable in the eyes of the contractual regulators, access to the Benefit Lounge. Products for children can only be purchased via the Benefit Lounge by persons over the age of 18 and deemed as capable in the eyes of contractual regulators.

3. CONCLUSION OF CONTRACT
3.1. Your placing of an order for a product from myWorld via the Benefit Lounge represents an offer to myWorld to complete a purchase contract. If you place an order with myWorld, myWorld will send you a notification which confirms receipt of the order and includes details of your order (order confirmation). This order confirmation does not represent an acceptance of your offer but rather informs you that your order has been received by myWorld. A purchase contract only exists at the moment full payment of the purchase price has been made by you.
3.2. Should myWorld establish, whilst processing your order (prior to dispatch confirmation or existence of the applicable purchase contract) that the product which you have ordered is not available, you will be informed of this via separate email. In this case, myWorld expressly reserves the right to cancel the order. If you have already paid the purchase price, myWorld will return it to you. myWorld uses the same payment method you selected during the ordering process.
3.3. myWorld has the possibility to refuse the order if it is misused or if it violates the General Terms and Conditions.

3.4. In order to cancel the order free of charge prior to the arrival of the dispatch confirmation, irrespective of your right to withdraw in accordance with Clause 4 of these Terms & Conditions, please send an email or a contact form to the support.

3.5. You consent to being able to receive invoices electronically. Electronic invoices are made available to you in a format which can be both saved and printed out in your Login area of the website.

3.6. Products from the Benefit Lounge are sold in common household quantities.

3.7. You can only purchase products from the Benefit Lounge by redeeming the amount of myWorld Shopping Points that is stated in the product description.

4. RIGHT OF WITHDRAWAL – Instruction on the right to withdraw

4.1. Right to withdraw in accordance § 3a KSchG
You may withdraw from the purchase contract within 14 days without providing any justification for your actions, if – without your cause - relevant circumstances for your consent, which myWorld has most probably presented during the course of contractual negotiations, do not or only partially occur.

The following circumstances are deemed relevant:

- The expectation of participation or consent of a third party, which is required, so that the service can be provided by the entrepreneur or can be used by the consumer;
- the prospect of tax benefits;
- the prospect of public funding; or
- the prospect of credit.

The withdrawal period begins as soon as you recognize that the aforementioned conditions are no longer or only partially in existence and you have received a written instruction concerning the right to withdraw or a copy of the current terms and conditions of sale. The right to withdraw ends 14 days following contractual completion by both parties at the very latest. The deadline has been adhered to if you declare your intention to withdraw and you have sent off the documentation detailing your intention to do so before the deadline has expired. The declaration of intention is not restricted to a certain form. Your declaration of intention to withdraw should be submitted to:

myWorld 360 AG (myWorld)
Grazbachgasse 87-93,
A-8010 Graz
Österreich,
E-Mail customerservice@myworld.com

Consequences of withdrawal in accordance with § 4 KSchG:

With the withdrawal ends the contractual relationship between you and myWorld and your obligations under this contractual relationship.

Within 14 calendar days of receipt of the declaration of withdrawal, myWorld shall reimburse any amount received from you, including interest, and reimburse any necessary and useful expenses. Accordingly, you have 14 calendar days as of dispatch of the intention to withdraw to return the
products received along with any possible compensation for any loss of value which might have taken place. If the provision of the services already provided by myWorld is impossible (e.g. due to material consumption), you have to pay myWorld the value of the service, but only to the extent that it gives you the clear and predominant advantage.

4.2. Right to withdraw in accordance with § 11 FAGG

You can withdraw from the sales contract or your contractual declaration within 14 days, without provision of justification.

The withdrawal period begins as follows:
   a. As of the day on which you take possession of the goods;
   b. If you have ordered several different products as part of one order and the goods are all delivered separately, on the day that you receive delivery of the last consignment of the goods;
   c. In the case of delivery of a good in several partial shipments from the day on which you obtain possession of the first delivered goods

The declaration of intention is not restricted to a certain form. The deadline has been adhered to if you declare your intention to withdraw and you have sent off documentation detailing your intention to do so before the deadline has expired. Your declaration of intention to withdraw should be submitted to:

myWorld 360 AG (myWorld)
Grazbachgasse 87-93,
A-8010 Graz
Österreich,
E-Mail customerservice@myworld.com

You can declare your intention to withdraw using this form which can be found at benefits.myworld.com

Consequences of withdrawal in accordance with § 14 and 15 FAGG:
With the withdrawal ends the contractual relationship between you and myWorld and your obligations under this contractual relationship. myWorld has is obliged to refund any sum received from you within 14 calendar days of receipt of your wish to withdraw and to recompense you for any expense incurred including delivery charges. Should you have decided to choose any other form of delivery other than the myWorld standard delivery offered to you, you have no right to receive compensation for the surcharge incurred as a result of this. myWorld can refuse to perform the refund until it has received the goods or you have provided proof of having returned the goods. This does not apply if myWorld has offered to pick up the goods itself.
Likewise, you have 14 calendar days as of dispatch of the intention to withdraw to return the products received along with any possible compensation for any loss of value which might have taken place. You accept no liability for loss of value if myWorld has not made you aware of the Right to Withdraw in accordance with 11 FAGG. You must not return the goods if myWorld has offered to pick up the goods. The returns period is observed if the goods were sent off within this period. The costs incurred from the return of the goods must be covered by the consumer, however, this does not apply if myWorld has decided to cover the costs or if myWorld has neglected to inform the consumer that she or he should cover the costs. myWorld must then
collect the goods at their own expense if the goods cannot be sent in the post due to their condition.

The goods must be returned to the following address:

**IMO Logistics GmbH & Co.KG**
Möckernstr. 31
30163 Hannover
Germany

In accordance with the Distance Selling Act or outside of business premises for contractual relations which are closed (§ 18 FAGG), the consumer has no right to withdraw from the contractual relationship when purchasing

a. goods or services where the price is dependent on the fluctuations of the financial market, over which the business owner has no influence and which could take place during the withdrawal period,

b. goods that are made to customer specifications or clearly tailored to personal needs

c. goods which could spoil quickly or whose expiration date would quickly be exceeded,

d. goods which were sealed on arrival and, for reasons of health, safety and hygiene, cannot be returned should the seal have been removed on receipt,

e. goods that have been inseparably mixed with other goods after delivery due to their nature

f. alcoholic drinks, whose price was agreed upon when the contract was drawn up, which cannot be delivered earlier than 30 days before contract completion and where the current value is dependent on fluctuations on the market, over which the business owner has no influence,

g. sound or video recordings or computer software, which were delivered in sealed packaging, should this seal have been removed following delivery,

h. newspapers, magazines or illustrations with exception of subscription contracts regarding the delivery of such publications,

i. the delivery of digital content which has been saved on a data storage device of some kind, if myWorld - with the express consent of the consumer, in connection with the acknowledgement of the loss of right to withdraw should the contract be fulfilled prematurely, and following the provision of a copy of confirmation - has initiated delivery prior to expiry of the withdrawal period.

5. **PRICES**

5.1. All prices displayed on the Benefit Lounge are inclusive of VAT. However, the stated purchase price does not include the cost of delivery, service or shipping as well as any applicable customs costs. To determine whether, and to what extent, custom costs are incurred in your country for the products ordered, you are responsible for familiarizing yourself with the customs regulations of your country (see Point 9). The purchase price and the delivery, service and dispatch costs are listed in the order overview.

5.2. Despite the commercially reasonable efforts on the part of myWorld, products can occasionally be displayed with the wrong price. myWorld checks the prices when processing your order and before taking payment. If a product is displayed with an incorrect price and the correct
price is higher than that displayed on the website, myWorld will contact you before shipping the goods (prior to dispatch confirmation) in order to ask you whether you would like to purchase the product for the correct price or wish to cancel the order. You can, as long as you are prepared to purchase the goods for the correct price, submit an order for the goods at this price inside a week. If we receive no response from you, no purchase contract will be drawn up (see Point 3.).

6. PAYMENT AND ACCOUNTING
6.1. The offered payment methods on the Benefit Lounge will be displayed during the ordering process.
6.2. You are not entitled to a specific payment method.

7. RESERVATION OF PROPIETARY RIGHTS
The goods remain the property of myWorld up until such time as you have paid the purchase price in full.

8. DELIVERY
8.1. Delivery is made to the delivery address provided by the customer during the order process. On the website, you will find tips relating to the availability of products which are sold by myWorld (for example, on the relevant product details page). The delivery time is approximately 6 working days, unless special, product-specific delivery times are specified on the relevant product detail page.
8.2. In the event that the item cannot be delivered to the customer because the goods delivered did not fit through the customer's front door, house entrance or stairway or because the customer was not encountered at the delivery address provided, although the time of deliver was conveyed to the customer in good time, the customer must cover the costs of the failed delivery.
8.3. Transport Damage
Whenever possible, visible damage resulting from transportation must be immediately reported to the carrier. Additionally, obvious damage resulting from transportation must be reported to myWorld immediately. Your statutory warranty rights remain unaffected. Damage must be reported to:

myWorld 360 AG (myWorld)
Grazbachgasse 87-93,
A-8010 Graz
Österreich,
E-Mail customerservice@myworld.com

8.4. Incorrect Delivery
Should goods other than the goods ordered arrive (i.e. incorrect delivery), a complaint can be issued within 14 days after receipt of the incorrect delivery. You undertake to return the incorrect goods (unused) within 14 days of receipt in the condition in which you received them. Your statutory rights remain unaffected. Complaints must be sent to:

myWorld 360 AG (myWorld)
Grazbachgasse 87-93,
A-8010 Graz
Österreich,
E-Mail customerservice@myworld.com
Returns must be sent to

**IMO Logistics GmbH & Co.KG**
Möckernstr.31
30163 Hannover
Germany

9. CUSTOMS
It is visible on the product details page if myWorld offers delivery to locations outside the EU. If you order products from myWorld with delivery outside of the EU and myWorld offers delivery to such destination, you may be required to pay import duty and taxes which are then collected once the package reaches the specific destination. Any additional fees for customs clearance must be paid by you; myWorld has no influence over these fees. Custom regulations differ greatly from country to country, meaning that you should contact your customs authorities locally for more information. Please be aware that you are seen as an importer for the purposes of making orders with myWorld and that all laws and regulations of the country in which you receive the products must be observed. Data protection is important to myWorld and myWorld would like to make you aware that cross-border shipments are subject to opening and inspection by the customs authorities.

10. WARRANTY
10.1. If your place of residence, habitual place of residence or place of employment is within the European Union, you have warranty claim rights for a period of up to two years, beginning from the delivery of goods and may request the repair or replacement of goods purchased should they be defective or not as described. Should the goods not be able to be replaced within a reasonable time or cannot be repaired without difficulty, you are entitled to a refund or a reduction of the purchase price.

Warranty claim for contracts that are not subject to the Consumer Protection Act, i.e. for contracts that are concluded in the context of your business activity, is excluded.

10.2. If your warranty has been fulfilled in the form of a replacement delivery, you are required to send back the damaged goods, at the expense of myWorld, within 30 days to the following address:

**IMO Logistics GmbH & Co.KG**
Möckernstr.31
30163 Hannover
Germany

11. MYWORLD LIABILITY
11.1. 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.
11.2. myWorld is also liable without limitation for other damages arising from an intentional breach of myWorld’s duties. An intentional breach of duty is in existence should myWorld or its vicarious agents not perform a duty on purpose, i.e. knowingly and intentionally.
11.3. For other damages caused by a grossly negligent breach of myWorld’s duties, myWorld’s liability is limited to typical and foreseeable damage. A gross negligent breach of duty comes into existences if myWorld or its vicarious agents not perform a duty due to a notable lack of concern, or that the behavior deviates from the due diligence and care in the extreme.
11.4. myWorld accepts only limited liability for typical and foreseeable damages resulting from slight negligent breach of obligations, which are fundamental for the adequate and proper performance of the contract and on whose fulfilment the seller accordingly trusts and may trust (cardinal obligations).

11.5. 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 and vicarious agents.

11.6. Any further claims for damages are excluded, subject to the following information in Clause 11.7. This especially applies to any liability regardless of fault for initial defects.

11.7. The limitations and exclusions of liability pursuant to this Clause 11.1 to 11.6 shall in no way affect the liability of myWorld in compliance with the mandatory legal provisions of the Product Liability Act.

11.8. The user has the opportunity to filter the selected products according to a diverse range of critera (for example, according to price). myWorld accepts no liability, however, for any mistakes which might occur during filtration of the products on offer.

12. **APPLICABLE LAW**

Austrian Law applies with exception of UN Purchase Law (CISG) and the conflict of law. The competent court in Graz shall have exclusive jurisdiction for all potential disputes arising out of or in connection with these terms and conditions. For contracts involving consumers, the consumer has the choice between the court in whose district the domicile, habitual residence or place of employment of the consumer is located and the jurisdiction located at the myWorld premises. Although Austrian Law is applicable to the present business relationship, you can also call on the mandatory consumer protection regulations implemented by the state in which you live, insofar as this state is a member state of the European Union. In this case, you may file a claim in connection with these conditions of use which are the result of consumer protection norms, both in Austria and the EU member state where you live.

Complaints/online dispute resolution/arbitration procedure

The European Commission makes a platform for the purpose of online dispute resolution available via [https://ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/) ("OS Platform"). myWorld strives to resolve all potential differences of opinion which could conceivably arise from this contractual relationship amicably. myWorld is not obliged to participate in an arbitration procedure and cannot offer you the opportunity to partake in such a procedure.

13. **ADDITIONAL INSTRUCTIONS**

We would like to draw your attention to our Data Protection Policy as well as to our tips on cookies and internet-based advertising materials which you can access via [benefits.myworld.com](http://benefits.myworld.com).