

MYER one Program Terms and Conditions

This page contains:

- MYER one Program Terms and Conditions
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® MYER one Program Terms and Conditions

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You must read these Terms and Conditions carefully before you use your MYER one card. You must ensure that an Additional Cardholder reads these Terms and Conditions carefully before using the Additional Card. These Terms and Conditions contain important information including limitations of liability.

If you do not understand these Terms and Conditions or if you have any questions, please call our **MYER one** Customer Service Centre on **13 67 17**, and a representative will be happy to help you.

1. Introduction

- 1.1 This document is known as the **MYER one** Program Terms and Conditions.
- 1.2 This document sets out the Terms and Conditions of the **MYER one** Program provided by Myer. These Terms and Conditions are intended to protect you and Myer.
- 1.3 These Terms and Conditions will apply to you (the Member) on your first use of your **MYER one** Card (including temporary **MYER one** card). These Terms and Conditions will apply to your Additional Cardholder (if any) on their first use of the Additional Card. These Terms and Conditions explain how you can earn Shopping Credits when you or your Additional Cardholder make a purchase at a Myer store or through an Affiliate.

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2. Definitions

In these Terms and Conditions:

“Additional Card” means the card issued to an Additional Cardholder.

“Additional Cardholder” means a person who is issued with an Additional Card at your request to earn Shopping Credits which are allocated to your **MYER one** Program Account.

“Additional Shopping Credits” means:

- a) 1 Shopping Credit per 1 Dollar spent on an Eligible Transaction made with your Myer Visa Card or Myer Card at a Myer store; and
- b) 1 Shopping Credit per 1 Dollar spent outside of Myer with your Myer Visa Card (capped at 2000 Shopping Credits per month).

“Affiliate” means a business affiliated with the **MYER one** Program, as advised to you by Myer from time to time on the myeroneaffiliates.com.au website.

“Application Form” means the application form required to be completed by you to become a Member, and to nominate an Additional Cardholder

“Benefits” means the facilities, services, products, discounts, offers, activities and events or arrangements offered or available to Members and, on occasions, any Additional Cardholders from time to time.

“Bonus Shopping Credits” means the extra Shopping Credits earned on Bonus Shopping Credit Days or as a result of other promotional or incentive programs offered from time to time.

“Bonus Shopping Credit Days” means those days when Members can earn Bonus Shopping Credits.

“Dollar or \$” means Australian dollars.

“Eligible Transaction” means:

- a) any purchase of goods from a Myer store other than purchases from some Myer Concessions (see clause 9.1), or the purchase of Myer gift cards and lay-by and credit card payments;
- b) other transaction types which Myer notifies you of from time to time; and
- c) purchases of eligible goods or services from Affiliates.

“Gold MYER one Member” means a Member who has spent (including any purchases made by any Additional Cardholder) \$7500 or more at Myer in a Membership Year.

“Member” means a member of the **MYER one** Program.

“Membership” means being a Member of the **MYER one** Program.

“Membership Card” means the **MYER one** card issued by Myer to you that is linked to your **MYER one** Program Account.

“Membership Year” means the period from 1 April to 31 March. This period will determine whether a Member qualifies to become a Silver **MYER one** Member or a Gold **MYER one** Member.

“Minimum Shopping Credits” means 2000 Shopping Credits, or as varied from time to time in accordance with clause 5.14.

“Myer” means Myer Pty Ltd (ABN 83 004 143 239) of 800 Collins Street, Docklands, Victoria 3008, and its Related Bodies Corporate.

“Myer Concessions” means the third party businesses that license areas within Myer stores around Australia.

“MYER one Card” means any Membership Card, Additional Card or temporary **MYER one** card that is linked to your **MYER one** Program Account.

“MYER one Customer Service Centre” means the telephone call centre established by Myer where **MYER one** Program Account information is processed and enquiries are handled. The number to call is **13 67 17**.

“MYER one Gift Card” means the stored-value plastic card that may be issued to you at the end of a Program Quarter. The value on this card can be used to purchase goods and services at Myer stores (excluding some Myer Concessions).

“MYER one Program” means the program called **"MYER one"** operated by Myer in which Members earn Shopping Credits, receive **MYER one** Gift Cards and other Benefits.

“MYER one Program Account” means the program account held by Myer in a Member’s name. If you are a Member, the **MYER one** Program Account details the number of Shopping Credits and **MYER one** Gift Cards that have been allocated to you in accordance with these Terms and Conditions.

"Privacy Notice" means the privacy notice located at myerone.com.au/MYER_one_privacy_notice.pdf, and that is also contained within the “Things you should know” brochure which accompanies your new **MYER one** Card.

“Program Brochure” means the **MYER one** Benefits brochure published from time to time by Myer and included on the **MYER one** website at myerone.com.au. The brochure may also be obtained upon request by contacting the **MYER one** Customer Service Centre on **13 67 17**.

“Program Quarter” means each of the following periods:

- a) January – March;
- b) April – June;
- c) July – September; and
- d) October – December.

“Progress Summary” means a summary provided to you at the end of each Program Quarter if you have earned a **MYER one** Gift Card, indicating your opening and closing **MYER one** Program Account balance for that Program Quarter, the value of the **MYER one** Gift Cards awarded to you over that Program Quarter and any other details relevant to your status in the **MYER one** Program.

“Related Bodies Corporate” has the meaning designated in the *Corporations Act 2001(Cth)*.

“Shopping Credits” means the points earned by you (including on your behalf by an Additional Cardholder) in accordance with these Terms and Conditions.

“Silver MYER one Member” means a Member who has spent (including any purchases made by any Additional Cardholder) between \$1500 and \$7499 at Myer in a Membership Year.

“Standard Shopping Credits” means 2 Shopping Credits for each Dollar spent, or as varied from time to time in accordance with clause 5.14.

“Terms and Conditions” means these Terms and Conditions, as amended from time to time.

“You” or **“your”** is a reference to the individual in whose name the **MYER one** Program Account is held.

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3. Your Participation and Membership

- 3.1 Participation in the **MYER one** Program is open to individuals with an Australian residential address.
- 3.2 These Terms and Conditions will be accepted by you and will be binding on you on your first use of your **MYER one** Card (including any temporary **MYER one** card). If you do not agree to be bound by these Terms and Conditions please do not use your **MYER one** Card (including your temporary **MYER one** card) and notify Myer:
 - a) by writing to **MYER one**, Reply Paid 2215, Melbourne, Victoria 8060; or
 - b) by calling the **MYER one** Customer Service Centre on 13 67 17.
- 3.3 Shopping Credits will not be awarded until these Terms and Conditions have become binding on you.
- 3.4 By using your **MYER one** Card (including temporary **MYER one** card), you agree to the collection, use and disclosure of your personal information in accordance with the Privacy Notice, as amended from time to time.

- 3.5 **MYER one** Membership is tiered according to your spend (including the spend of your Additional Cardholder, if any) at Myer each Membership Year as follows:
- a) **MYER one** Members have spent (including the spend of any Additional Cardholder) up to \$1499 at Myer in a Membership Year.
 - b) Silver **MYER one** Members have spent (including the spend of any Additional Cardholder) between \$1500 and \$7499 at Myer in a Membership Year.
 - c) Gold **MYER one** Members have spent (including the spend of any Additional Cardholder) \$7500 or more at Myer in a Membership Year.
- 3.6 Spend at Myer (including on your Myer Visa Card and Myer Card) for tiering purposes is calculated by Membership Year commencing 1 April and ending 31 March on an annual basis. Spend at Affiliates or purchases on your Myer Visa Card outside of Myer are not included in determining your **MYER one** Membership tier.
- 3.7 All Members will be assigned a Membership number. This number will be used for identification purposes by Myer.
- 3.8 Membership Cards and Additional Cards are not debit, credit or charge cards, are not transferable and remain the property of Myer.
- 3.9 Myer has the right to accept or reject any Application Form at its sole discretion.

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4. Additional Cardholders

- 4.1 You may request Myer to issue an Additional Card to a maximum of one additional nominated person who resides at the same address as you, free of charge.
- 4.2 To nominate an Additional Cardholder, complete an Application Form, visit the website at myerone.com.au or call the **MYER one** Customer Service Centre on **13 67 17** for details.
- 4.3 You may change your Additional Cardholder via the **MYER one** website at myerone.com.au or by notifying the **MYER one** Customer Service Centre on **13 67 17**.
- 4.4 Subject to clause 4.9, the Additional Cardholder cannot make any changes to a **MYER one** Program Account.
- 4.5 Shopping Credits earned by the Additional Cardholder will be automatically allocated to your **MYER one** Program Account.
- 4.6 These Terms and Conditions and the Privacy Notice will apply to the Additional Cardholder on their first use of the Additional Card. Myer may, from time to time, communicate with the Additional Cardholder in accordance with these Terms and Conditions.
- 4.7 By nominating the Additional Cardholder, you agree:
- a) that it is your reasonable belief that the Additional Cardholder wishes to participate in the **MYER one** Program;
 - b) to ensure that the Additional Cardholder reads and complies with these Terms and Conditions; and
 - c) to ensure that the Additional Cardholder agrees to the collection, use and disclosure of their personal information in accordance with the Privacy Notice.

You agree that you will be liable for any breach of these Terms and Conditions by the Additional Cardholder as if that breach was made by you.

- 4.8 Myer has the right to accept or reject any nomination by you of an Additional Cardholder at its sole discretion.
- 4.9 You may terminate an Additional Cardholder's membership by writing to **MYER one**, Reply Paid 2215, Melbourne, Victoria 8060 or calling the **MYER one** Customer Service Centre on 13 67 17.

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5. Earning Shopping Credits

- 5.1 Subject to clause 5.4, you (and any Additional Cardholder on your behalf) may earn Standard Shopping Credits on each Eligible Transaction, and Bonus Shopping Credits on Bonus Shopping Credit Days or as a result of promotional or incentive programs offered by Myer or the **MYER one** Program from time to time.
- 5.2 You (and any Additional Cardholder on your behalf) may earn Additional Shopping Credits when you present your **MYER one** Card on Eligible Transactions with your Myer Card or Myer Visa Card at Myer stores, and when you use your Myer Visa Card outside Myer.
- 5.3 You (and any Additional Cardholder on your behalf) may earn Shopping Credits when you present your **MYER one** Card on Eligible Transactions with Affiliates. Depending on the Affiliate, the number of Shopping Credits earned on Eligible Transactions will vary. For an up to date list of Affiliates and the number of Shopping Credits that you or your Additional Cardholder can earn for purchases from an Affiliate, visit myeroneaffiliates.com.au.
- 5.4 Shopping Credits accrue upon each Eligible Transaction and are issued to your **MYER one** Program Account 30 days from the date of an Eligible Transaction. For further details on earning Shopping Credits with your Myer Card or Myer Visa Card visit myercard.com.au or myervisacard.com.au.

In order to earn Shopping Credits, you or the Additional Cardholder must:

- a) present a **MYER one** Card at the point of sale for swiping or scanning, prior to the completion of an Eligible Transaction; or
 - b) if the Eligible Transaction takes place in a way which does not allow for the presentation of a **MYER one** Card (eg on-line or by phone), you or the Additional Cardholder must provide evidence of your **MYER one** Program Membership (eg by providing your Membership Number) at the time of the Eligible Transaction.
- 5.5 If clause 5.4 is not complied with, Myer is not obliged to issue **MYER one** Shopping Credits in relation to that Eligible Transaction, but may do so at its discretion.
 - 5.6 Shopping Credits and your rights under these Terms and Conditions cannot be sold, transferred or assigned except in accordance with these Terms and Conditions.
 - 5.7 Shopping Credits are not property and have no cash or monetary value.
 - 5.8 Myer will deduct from your **MYER one** Program Account any Shopping Credits that have been credited to your Program Account in error and any Shopping Credits that relate to an Eligible Transaction which has been cancelled, reversed, or relates to a refund given.
 - 5.9 You can see the balance of your **MYER one** Program Account free of charge at any time by visiting myerone.com.au. Please note that it can take up to 30 days from the date of an Eligible Transaction for the Shopping Credits to appear on your **MYER one** Program Account balance. Myer is not responsible for any time delay.
 - 5.10 Shopping Credits are only recognised and available for conversion into a **MYER one** Gift Card after they are successfully issued to your **MYER one** Program Account.
 - 5.11 Shopping Credits may be deducted if Myer reasonably believes that the Shopping Credits were earned:
 - a) fraudulently, or Myer reasonably suspects they were earned fraudulently; or
 - b) by reason of engaging in inappropriate conduct that undermines the legitimate interests of Myer.
 - 5.12 Shopping Credits can only be earned by individual Members or Additional Cardholders for their own personal shopping.
 - 5.13 Any accrued Shopping Credits may be cancelled by Myer after 2 years from the date they were issued to your **MYER one** Program Account if they are not converted into a **MYER one** Gift Card.
 - 5.14 Myer may, from time to time, and in accordance with clause 10.2, vary the number of Shopping Credits which comprise the Minimum Shopping Credits and the Standard Shopping Credits. You and any Additional Cardholder have the right to terminate participation in the **MYER one** Program in accordance with clauses 11.3 and 4.9 respectively.

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6. MYER one Gift Cards

- 6.1 Myer may issue **MYER one** Gift Cards to you after the end of each Program Quarter depending on the number of Shopping Credits you and any Additional Cardholder have accumulated. The number and value of **MYER one** Gift Cards issued to you will be calculated by reference to the balance of your **MYER one** Program Account at the end of the Program Quarter and the Minimum Shopping Credits. You will receive a **MYER one** Gift Card with a minimum denomination of \$20 corresponding to the Minimum Shopping Credits that you have accumulated.
- 6.2 **MYER one** Gift Cards are subject to the terms and conditions that appear on the back of the **MYER one** Gift Card. Copies of full **MYER one** Gift Card Terms and Conditions are available in store, by calling the **MYER one** Customer Service Centre on 13 67 17 or by visiting giftcards.com.au
- 6.3 **MYER one** Gift Cards may only be redeemed in Myer stores (excluding some Myer Concessions).
- 6.4 **MYER one** Gift Cards must be used by the expiration date indicated on the **MYER one** Gift Card.
- 6.5 **MYER one** Gift Cards may be used to purchase sale items.
- 6.6 **MYER one** Gift Cards may not be redeemed for cash.
- 6.7 **MYER one** Gift Cards cannot be exchanged for any other type, denomination, brand or tender.
- 6.8 Myer is not responsible for, and will not replace, lost or stolen **MYER one** Gift Cards.
- 6.9 **MYER one** Gift Cards are not debit, credit or charge cards, are not transferable and remain the property of Myer.
- 6.10 Myer will debit your **MYER one** Program Account to the value of the **MYER one** Gift Cards issued based on the Minimum Shopping Credits.
- 6.11 Subject to clause 5.13, issued but unused **MYER one** Shopping Credits will be carried over until the next Program Quarter. The maximum Shopping Credits carried over will not exceed 1,999 Shopping Credits.

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7. Other Benefits and special promotions

- 7.1 The current features and Benefits of the **MYER one** Program are described on the **MYER one** website, which you can access at myerone.com.au. Myer may notify you from time to time of additional websites that set out features or Benefits of the **MYER one** Program.
- 7.2 If Myer makes available a special **MYER one** promotion, Myer will specify this, by notice via mail, email, SMS or in the relevant Myer stores. Terms and conditions specific to that promotion may include such details relating (but not limited) to:
 - a) the eligible purchases;
 - b) the period during which an eligible purchase must be made for it to be the subject of the special promotion; and
 - c) the length of the relevant special promotion term.
- 7.3 If Myer invites you and/or your Additional Cardholder to a special event, you and the Additional Cardholder may be required to present the relevant **MYER one** Cards to gain admittance or discount.
- 7.4 Myer may from time to time permit the redemption of Shopping Credits for rewards other than **MYER one** Gift Cards. Myer will notify you of these rewards, and the terms on which Shopping Credits can be redeemed for these rewards, in accordance with these Terms and Conditions.
- 7.5 From time to time Myer may send you offers in conjunction with other loyalty programs operated within Myer stores.
- 7.6 From time to time Myer may send you offers from partners or Affiliates of Myer.

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8. Errors and lost or stolen MYER one Cards

- 8.1 Myer may send you quarterly Progress Summaries. You should check each Progress Summary carefully and if you think there may be an error you should contact the **MYER one** Customer Service Centre on **13 67 17** or write to: **MYER one**, Reply Paid 2215, Melbourne, Victoria 8060 within 60 days of receipt of your Progress Summary. Myer may require you to confirm in writing, with supporting sales receipts or other evidence, the details of any error you believe may have occurred.
- 8.2 You must notify the **MYER one** Customer Service Centre immediately on **13 67 17** if your **MYER one** Card is lost or stolen, or that of your Additional Cardholder.

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9. Myer Concessions

- 9.1 The following Myer Concessions are currently excluded from earning Shopping Credits in the MYER one Program and Shopping Credits will not be awarded on purchases from any of the following within Myer Stores: -

Portrait Place
Mural Hall Myer Melbourne
Pixi Foto
Gloria Jeans Coffee
Hudsons Coffee
Zumay Hair Salon

Other Myer Concessions may also be excluded and advised to you from time to time. Myer reserves the right to alter this list immediately and without prior notification to you.

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10. MYER one Program changes

- 10.1 Myer reserves the right at all times to make any changes to the Terms and Conditions, rewards or Benefits offered at its sole discretion, including but not limited to:
- a) changes to rules governing:
 - Progress Summaries
 - Program Quarters
 - Standard Shopping Credits
 - Expiry of accrued Shopping Credits
 - Awarding of **MYER one** Gift Cards
 - b) changes to Benefits offered.
- 10.2 Myer will give you at least 30 days notice of any material changes to these Terms and Conditions, rewards or Benefits offered. You agree that you will notify your Additional Cardholder (if any) of any material changes to these Terms and Conditions. Please visit our website myerone.com.au for the latest version of these Terms and Conditions. You have the right to terminate both your own and your Additional Cardholder's participation in the **MYER one** Program in accordance with clause 11.3.

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11. Termination and Transfer

11.1 Subject to clause 11.2, Myer reserves the right to, at its discretion, suspend or terminate the participation by you or any Additional Cardholder in the **MYER one** Program, if Myer reasonably believes that:

- a) you have, or an Additional Cardholder has, breached these Terms and Conditions; or
- b) you have, or an Additional Cardholder has, engaged or may engage in fraudulent conduct, or conduct that is suspected to be fraudulent, in relation to your **MYER one** Program Account or in a claim for allocation of Shopping Credits; or
- c) you have, or an Additional Cardholder has, engaged or may engage in inappropriate conduct that undermines the legitimate interests of Myer (e.g. shoplifting from a Myer store).

11.2 Where Myer intends to terminate your **MYER one** Program Account in accordance with clause 11.1, Myer will provide you with written notice of such termination and you will have 14 days to rectify the breach (where possible) and/or advise Myer in writing as to why your **MYER one** Program Account should not be terminated. Myer will review any response you provide and will advise you of its decision. Myer may, at its discretion, cancel all or any Shopping Credits that have been issued to you if your right to participate in the **MYER one** Program is suspended or terminated in accordance with clause 11.1.

11.3 You may terminate your participation (and your Additional Cardholder's participation) in the **MYER one** Program at any time by giving Myer notice:

- a) by writing to **MYER one**, Reply Paid 2215, Melbourne, Victoria 8060; or
- b) by calling the **MYER one** Customer Service Centre on 13 67 17.

On receiving notification of termination from you, your **MYER one** Program Account will be recorded on the **MYER one** database as closed. You will cease to earn Shopping Credits. If your Program Account has less than the Minimum Shopping Credits on the day of termination, your Shopping Credits will be cancelled or you may transfer the balance of your **MYER one** Program Account in accordance with clause 11.4. If your Program Account has the Minimum Shopping Credits or more on the day of termination, your Shopping Credits will be converted into a **MYER one** Gift Card that will be sent to you at the end of that Program Quarter.

11.4 The balance of your **MYER one** Program Account may be transferred:

- a) to an Additional Cardholder if:
 - you request this at the time you terminate your participation in the **MYER one** Program or you die; and
 - the Additional Cardholder is or becomes a Member of the **MYER one** Program; or
- b) at any time to another person who is a Member of the **MYER one** Program and who resides at the same address as you. You must give written instructions to Myer (including the Member's Membership details) before Myer will make any such transfer. You will then become an Additional Cardholder linked to the other person's **MYER one** Program Account.

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12. General Information

12.1 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the **MYER one** Program, your participation in the **MYER one** Program, any Shopping Credits earned, **MYER one** Gift Cards issued or any other transaction within the **MYER one** Program.

12.2 Any failure or delay by Myer in exercising its rights under these Terms and Conditions does not constitute a waiver of those rights by Myer. Any waiver by Myer must be in writing and signed by an authorised officer of Myer.

12.3 Myer reserves the right to terminate the **MYER one** Program at any time by giving you at least 30 days prior written notice. You agree that you will provide any Additional Cardholder with such notice of the termination of the **MYER one** Program. If Myer terminates the **MYER one** Program and you are entitled to the issue of a **MYER one** Gift Card under these Terms and Conditions, that **MYER one** Gift Card will be issued after the day of termination. If Myer terminates the **MYER one** Program and the balance of your **MYER one** Program Account on the day of termination (after any **MYER one** Gift Cards to which you may be entitled have been issued) is less than the Minimum Shopping Credits, the accrued Shopping Credits will be cancelled.

12.4 Except as provided in any law which cannot lawfully be excluded or modified by agreement, Myer does not accept any liability whatsoever including for negligent acts and omissions, with respect to:

- a) the breach of any of these Terms and Conditions or any term implied by law (including statute) by any person other than Myer;
- b) **MYER one** Gift Cards or any other reward or Benefit;
- c) any death or injury or consequential loss or damage arising from the supply of a **MYER one** Gift Card, reward or Benefit;
- d) the loss, theft or destruction of a **MYER one** Gift Card or any other Benefit;
- e) any delay in replacing a **MYER one** Card or unauthorised use of a **MYER one** Card; and
- f) any failure, delay or inability to provide a **MYER one** Gift Card, **MYER one** Card or other Benefit to you caused by circumstances beyond its control, including strikes or industrial disputes, acts of God, flood, weather, war or civil disturbance.

12.5 Myer may give you notice:

- a) by advertisement in a newspaper circulating throughout Australia;
- b) online;
- c) in writing; or
- d) in a Progress Summary.

You must notify any Additional Cardholder of any notice provided to you in accordance with these Terms and Conditions.

12.6 Where Myer gives you notice by post, you agree that, unless otherwise stated in these Terms and Conditions, the notice is deemed to have been given to you and an Additional Cardholder (as the case may be): on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post, whichever occurs first; provided it is sent to the last known address Myer has for you in connection with the **MYER one** Program.

12.7 You must advise Myer of any change of name, address, or other details (including the details of an Additional Cardholder) as soon as practicable after the change. Myer is not responsible for any failure by you to notify Myer of the change which may result in the loss of **MYER one** Gift Cards. Written proof acceptable to Myer must be supplied for any change of details. Changes to address can be made directly on the website at myerone.com.au.

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MYER one privacy notice

The following contains important privacy information for the MYER one Program Member and Additional Cardholder.

This privacy notice is provided to you by Myer and contains important information regarding the collection, use, disclosure, security and access of your personal information. Myer complies with the *Privacy Act 1988* (Cth) to ensure that your personal information is protected.

Myer may amend this privacy notice as Myer's business requirements or the law changes. Please visit our website myerone.com.au for the latest version of our privacy notice.

Collection

The information that Myer collects about you includes:

- Information provided by you on the Application Form and other forms you may use to nominate an Additional Cardholder.
- Transactional information when you shop using your **MYER one** Card including, but not limited to, the store(s) you shopped at, when you shopped, your purchases and method of payment.
- Information that we may gain from other sources relevant to the **MYER one** Program.
- Information regarding your payment preferences in conjunction with your **MYER one** Card.
- Information you may provide from time to time through contact with the **MYER one** Customer Service Centre or that you provide on the **MYER one** websites (such as **myerone.com.au**).
- Information collected about you from third parties, including without limitation, Affiliates.

Use and disclosure

Myer may collect your personal information for any of the following purposes:

- a) to enrol you into the **MYER one** Program;
- b) to administer your Membership, including your **MYER one** Card, **MYER one** Program Account and to provide you with Progress Summaries;
- c) to provide you with Shopping Credits, **MYER one** Gift Cards and Benefits;
- d) general sales and marketing, including to contact you to provide you with Program Brochures and information about our special promotions, events, product launches and other special offers and discounts;
- e) to improve and help us better tailor our product and service offering, including developing new products, services, promotional offers and shopping opportunities; and
- f) to conduct market research and other forms of analysis.

If you provide your email address or mobile telephone number to Myer, you consent to Myer using your email address to email you and/or your mobile telephone number to SMS you for any of the purposes listed above.

Myer may engage other persons or organisations (for example, Affiliates, loyalty program administrators and partners, data analysis specialists, statement producers, data mail houses, data processing organisations, marketing researchers, specialist call centres and service providers) to assist Myer in carrying out the above purposes. Some of these organisations may be located overseas. Your personal information may be disclosed to such persons or organisations for these purposes and, in providing a service, they may contact you directly. In some circumstances, they may disclose personal information they collected from you to Myer for one or more of the purposes already mentioned. Myer will hold and use all personal information it collects from third parties about you for the purposes described in this notice.

Myer may also disclose your personal information as required by law.

If you do not provide personal information requested of you to Myer, we may be unable to enrol you into the **MYER one** Program and perform the abovementioned functions.

Safeguarding your information

Myer will take all reasonable steps to ensure your personal information is protected from unauthorised access, misuse, modification and disclosure while stored or transmitted by us.

Each Member and Additional Cardholder will be assigned a **MYER one** Card upon enrolment in the **MYER one** Program. The Membership number will be used for security of information and for identifying Members and Additional Cardholders.

Access, update or correct your personal information

MYER one Members may access, update or correct their personal information held by Myer by visiting the **MYER one** website at **myerone.com.au** or by calling the **MYER one** Customer Service Centre on **13 67 17**, or writing to: **MYER one**, Attn: Myer Privacy, Reply Paid 2215, Melbourne, Victoria 8060. Myer reserves the right to charge a nominal fee to cover retrieval costs in the event of a complex or comprehensive request for access. There is no charge in submitting a request to access your personal information.

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WEBSITE TERMS AND CONDITIONS

MYER one websites are made up of a number of areas:

- The product information and marketing pages are either provided and hosted by Myer Pty Ltd or, if not hosted by Myer Pty Ltd, by the entity identified as the host or service provider on the website.
- The online Invitation Form is provided and hosted by Myer Pty Ltd.

MYER one Website Terms and Conditions

On this page:

- Copyright
- Trademarks
- Disclaimer
- Viruses
- Cookies, Log Files and Website security
- Third Party Sites
- Applicable Law
- Privacy

Copyright

This site and its contents are subject to copyright. The copyright is owned by Myer Pty Ltd (A.B.N 83 004 143 239).

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