

## MYER one PROGRAM TERMS

YOU AND YOUR ADDITIONAL CARDHOLDER (IF APPLICABLE) MUST READ THESE TERMS AND THE MYER PRIVACY POLICY, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT THE MYERONE PROGRAM (PROGRAM). BY SIGNING UP TO THE MYER ONE PROGRAM, YOU AGREE TO THESE TERMS INCLUDING THE PRIVACY POLICY ("TERMS"), AS AMENDED FROM TIME TO TIME

### 1. Definitions

**Additional Cardholder** is a person nominated by the Primary Cardholder (Member) to earn MYER one Credits allocated to the Primary Cardholder's MYER one Program account.

**Benefits** are 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 Credits** are extra MYER one Credits in addition to the Standard MYER one Credits that may be earned as a result of promotional or incentive programs offered from time to time.

**Dollar or \$** means Australian dollars.

**Eligible Transaction** is a transaction where your MYER one Card details are provided at the time and before payment of transaction, excluding transactions listed in Appendix A.

**Member (Primary Cardholder)** is the individual who signed up to the MYER one Program

**Membership Year** is the period from 1 April to 31 March. This period will determine the Membership tier.

**MYER one Quarterly Rewards** means the stored-value digital reward that may be issued to you each Program Quarter based on reaching a minimum of 1,000 Credits. The digital reward can be used towards purchases of eligible goods and services at Myer Stores and online at myer.com.au.

**MYER one Tier Rewards** means the stored-value digital Reward that may be issued to you as part of a Tier Benefit such as Birthday and Anniversary Rewards. Digital rewards can be used towards purchases of eligible goods and services at Myer Stores and online at myer.com.au.

**MYER one Member Promotional Benefits** means exclusive benefits sent as promotions to members, and can be Bonus Credits, digital rewards, event invitations or discount codes. Digital rewards can be used towards purchases of eligible goods and services at Myer Stores and online at myer.com.au.

**Partner** is a business where Members (and Additional Cardholders) can earn MYER one Credits outside of Myer.

**Privacy Policy** means the Myer Privacy Policy published on the MYER one website ([www.myerone.com.au](http://www.myerone.com.au)) and the Myer website ([www.myer.com.au](http://www.myer.com.au)), as amended from time to time.

**Program Quarter** (for Quarterly Rewards) means each of the following periods:

- a) 1 January – 31 March; MYER one Rewards earned in this quarter will generally be issued by mid-April\*

- b) 1 April – 30 June; MYER one Rewards earned in this quarter will generally be issued by mid-July\*
- c) 1 July – 30 September; MYER one Rewards earned in this quarter will generally be issued by mid-October\*
- d) 1 October – 31 December; MYER one Rewards earned in this quarter will generally be issued by mid-January\*

\*If you are still receiving your Quarterly Reward by post, this can take up to 6 to 8 weeks from the end of the quarter. To receive your Rewards earlier, please add an email address to your Membership at [myerone.com.au](http://myerone.com.au) or download the MYER one App

**Quarterly Mailer** means the update (which may include the MYER one Quarterly Rewards) sent to eligible MYER one Members quarterly, either via the MYER one App or by email.

**Standard MYER one Credits** means 2 MYER one Credits earned for each Dollar spent on eligible transactions at Myer, or as varied from time to time.

**You or your** is a reference to the Primary Cardholder (Member) whose name the MYER one Program account is held.

**Website** means [www.myer.com.au](http://www.myer.com.au) or [www.myerone.com.au](http://www.myerone.com.au) as appropriate, or any other site operated on behalf of Myer, as notified by Myer from time to time.

## **2. Your Participation and Membership**

- 2.1 Participation in the Program is open to individuals, 15+ years of age, with a unique email address and an Australian residential address. If you are between 15 and 18 years of age, by joining MYER one, you are inferring your consent in accordance with the Terms and Conditions of the Program. Only one Membership can be held per individual. Myer retains the right to close any accounts deemed as opened by the same individual.
- 2.2 By becoming a MYER one Member or Additional Cardholder, you agree to these Terms and the collection, use and disclosure of your personal information in accordance with the Myer Privacy Policy, as amended from time to time.
- 2.3 MYER one Membership is tiered according to your spend (including the spend of your Additional Cardholder, if any) at Myer each Membership Year:
- MYER one Members - between \$0 and up to \$1499.99
  - Silver MYER one Members - between \$1500 and \$5999.99
  - Gold MYER one Members - \$6000 or more
  - Platinum MYER one Members are by invitation only
- 2.4 Spend at Partners is not included in determining your MYER one Membership tier.
- 2.5 You must advise Myer of any change of name, address, email, or other details (including the details of an Additional Cardholder) as soon as practicable after the change. Myer is not responsible for any loss of MYER one Rewards or Benefits made available to MYER one Members in connections with any failure by you to notify Myer of any change in your details or those of an Additional Cardholder. Myer may require acceptable proof in relation to any change of details. Changes can be made directly via [myerone.com.au](http://myerone.com.au), via the MYER one App or by contacting the Myer Experience Centre. You can add or update your email address at one of our registers in-store.

## **3. Additional Cardholders**

- 3.1 You may request Myer to issue one additional card to a nominated person to earn MYER one Credits on your behalf.
- 3.2 The Additional Cardholder can only make changes to their email and phone number (where provided) not changes relating to the Primary Cardholder. The Additional Cardholder can also request to remove themselves from the Membership if they no longer wish to participate in the program.
- 3.3 By nominating an Additional Cardholder, you agree:
- that the Additional Cardholder wishes to participate in the MYER one Program;
  - to ensure that the Additional Cardholder reads and complies with these Terms;
  - to ensure that the Additional Cardholder agrees to the collection, use and disclosure of their personal information in accordance with the Myer Privacy Policy, including the email address provided by you on their behalf and
  - you will be liable for any breach of these Terms by the Additional Cardholder as if that breach was a breach by you.

#### **4. MYER one Credits**

- 4.1 To earn MYER one Credits, you (or your Additional Cardholder) must provide a MYER one Card or Member number to the salesperson prior to the completion of your Eligible Transaction at the point of sale or enter your Member number at checkout for online purchases. On [myer.com.au](https://myer.com.au), you can create or sign in to your Myer Online account and add your MYER one Member number to your account information. In such cases, you will only have to enter your Member number once.
- 4.2 Bonus Credits may be earned during promotional periods or incentive days communicated from time to time.
- 4.3 MYER one Credits are allocated to each Eligible Transaction and generally added to your Program account:
- within 30 days for transactions made in-store at Myer
  - within 24 hours of receiving confirmation that 'your order is ready for delivery' for Myer online orders
  - within 30 days from the end of a promotional offer period
- 4.4 MYER one Credits can only be earned by individual Members or Additional Cardholders for their own personal shopping. MYER one Credits cannot be earned on purchases of commercial quantities of goods or services, or any purchases which are for commercial or corporate purposes including the resale of goods, as determined by Myer and in line with this, Tier Benefits such as free delivery may not be applied to such purposes. What will constitute a commercial quantity may depend on the type of product purchased. Myer may review and adjust the allocation of MYER one Credits at any time.
- 4.5 Myer may deduct from your Program Account any MYER one Credits that have been credited to your Program Account in error or as a result of an error, as well as any MYER one Credits which relate to an Eligible Transaction which has been cancelled, reversed, or which relate to a refunded amount, or where Myer reasonably believes that the purchase was for a commercial purpose or commercial in quantity.
- 4.6 MYER one Credits will expire 2 years from the date they were issued to your Program Account if they are not converted into MYER one Rewards.

#### **5. MYER one Quarterly Rewards**

- 5.1 For every 1,000 MYER one Credits earned at the end of each Program Quarter, you will receive a \$10 MYER one Quarterly Reward. MYER one Quarterly Rewards are valid for one year from the issue date and must be used before expiry, after such time it will be invalid and any remaining balance will be forfeited. The Use of the Reward is subject to the MYER one Rewards Terms of Use found at [myerone.com.au/termsandconditions](https://myerone.com.au/termsandconditions).
- 5.2 MYER one Credits earned, which have not been converted into Rewards, will be carried over into the next Program Quarter provided they have not expired. The maximum MYER one Credits carried over will not exceed 999 MYER one Credits.
- 5.3 MYER one Credits are only recognised and available for conversion into MYER one Quarterly Rewards after they are successfully issued to your Program Account (and not cancelled, reversed, or where it relates to a refund given).

5.4 MYER one Quarterly Rewards will be sent to the Primary Cardholder via the MYER one App or where you have not downloaded and logged into the App, your Reward will be sent via email. To receive Rewards via email, you must have a valid email address on your account and have agreed to receive Reward emails. If you have logged out or deleted the MYER one App, you must re-login (and where applicable re-download the App) to access any eligible Rewards.

**6. MYER one Tier Benefits**

6.1 The below table outlines the MYER one Tier Benefits.

	Member	Silver	Gold	Platinum
Benefits	0 - \$1,499	\$1,500 - \$5,999	\$6,000+	By Invitation Only
2 Credits per \$1 spent at Myer				
1000 Credits converts to a \$10 Reward				
Exclusive offers				
Birthday Rewards <sup>1</sup>	\$10	\$15	\$20	\$30
Anniversary Rewards <sup>1</sup>		\$10	\$15	\$20
Free standard delivery <sup>2</sup>				
Free big and bulky delivery <sup>3</sup>				
Discovery Set by MYER one Platinum				

1. To receive Birthday and Anniversary Rewards, you must have a valid email address on your account and be opted in to receive Marketing emails. To receive Birthday Rewards, you must have been a Member for at least one month prior to your Birthday and have spent a minimum of \$30. The minimum spend of \$30 is required each year.
2. Free standard delivery for Gold and Platinum Members within metropolitan Australia and excludes items that require Special Delivery.\*
3. Complimentary Platinum Member Big & Bulky delivery service for items too big or heavy for standard post.\*

\*Tier benefits such as Free standard delivery, Big and Bulky delivery and free gift wrapping may not be applied to purchases believed to be of commercial quantities or corporate purchases, in line with point of 4.4 of the Terms and Conditions. A maximum of 100 gifts per Member can be gift wrapped in-store.

6.2 MYER one Tier Benefit digital rewards will be sent to the Primary Cardholder via email. If you have the MYER one App, once you click on the Reward link in the email, your Reward will also be available in the App.

6.3 MYER one Tier Benefit digital rewards are Single use only. Any balance remaining on your reward after first use will be forfeited. Your reward must be used by the expiry date on the reward, after such time it will be invalid and any remaining balance will be forfeited. Digital rewards can be used towards purchases of eligible goods and services at Myer Stores and online at [myer.com.au](http://myer.com.au). The Use of the Reward is subject to the MYER one Rewards Terms of Use found at [myerone.com.au/termsandconditions](http://myerone.com.au/termsandconditions).

## **7. MYER one Member Promotional Benefits**

7.1 MYER one Member Promotional Benefits are exclusive offers/benefits sent as promotions to members and can be Bonus Credits, digital rewards, event invitations and discount codes. To receive Member Promotional Benefits, you must have a valid email and be opted in to receiving Marketing emails. Where a specified spend is required to receive a Promotional Benefit, the spend excludes purchases of gift cards, lay-by payments, delivery fees, multi-use shopping bags, Mural Hall, cafes, bars, restaurants and service outlets.

7.2 MYER one Member Promotional digital rewards are single use only. Any balance remaining on your reward after first use will be forfeited. Your reward must be used by the expiry date on the reward, after which time it will be invalid and any remaining balance will be forfeited. Digital rewards can be used towards purchases of eligible goods and services at Myer Stores and online at [myer.com.au](http://myer.com.au). The Use of the Reward is subject to the MYER one Rewards Terms of Use found at [myerone.com.au/termsandconditions](http://myerone.com.au/termsandconditions)

## **8. MYER one Program Changes**

8.1 Myer may at any time make any changes to the Terms, Rewards or Benefits at its sole discretion, including but not limited to changes to rules governing: Program Quarters, Standard MYER one Credits, expiry of MYER one Credits, and awarding of MYER one Rewards

8.2 Myer will provide at least 30 days prior notice on the MYER one website of any material changes to these Terms, Rewards or Benefits offered. You agree that you will notify your Additional Cardholder (if any) of any material changes to these Terms.

## 9. Termination and Transfer

9.1 Myer may in its discretion, suspend, change or terminate your participation and/or your Additional Cardholder in the Program (including MYER one Credits), if Myer reasonably believes that you, or an Additional Cardholder has:

- breached these Terms; or
- 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 MYER one Credits; or
- engaged or may engage in inappropriate conduct that undermines the legitimate interests of Myer (e.g., theft from a Myer store)

9.2 Where Myer intends to terminate your MYER one Program account, 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 MYER one Credits that have been issued to you if your right to participate in the MYER one Program is suspended or terminated.

**You may terminate your participation (and your Additional Cardholder's participation) in the MYER one Program at any time by providing written notice to Myer at MYER one, REPLY PAID 2215, Melbourne VICTORIA 8060.**

On receiving notification of termination from you, your MYER one Program account will be recorded on the MYER one database as closed. Deleting the MYER one App will not terminate your MYER one Program account.

9.3 Myer may terminate the program at any time by providing at least 30 days prior notice on the MYER one website.

## 10. General Information

10.1 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 MYER one Credits earned, MYER one Rewards issued or any other transaction within the MYER one Program.

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

10.3 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 the MYER one Program.

10.4 Myer may provide notice to MYER one Members on the MYER one website by advertisement newspaper circulating throughout Australia, online, in writing by post, via email, SMS or Push Notification (where appropriate). You must notify any Additional Cardholder of any notice provided in accordance with these Terms.

10.5 Where Myer gives you notice by post, you agree that, unless otherwise stated in these Terms, the notice is deemed to have been provided to you and your 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, on the date of email, whichever occurs first; provided it is sent to the last known address, email address, mobile number, Myer has for you in connection with the program.

#### **APPENDIX A – MYER one Credit Exclusions**

**The below purchases do not earn MYER one Credits. This list may change from time to time.**

In Myer Stores or online at [myer.com.au](https://myer.com.au):

- Purchases of gift cards, lay-by payments, delivery fees, multi-use shopping bags, Mural Hall and some food and service outlets.