

MYER one PROGRAM TERMS

October 2018

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 or on eligible purchases using the Myer branded credit card.

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.

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

MYER one Rewards means the stored-value plastic or digital card that may be issued to you each Program Quarter. The card 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. For listing of Partners visit myeroneaffiliates.com.au.

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

Program Quarter means each of the following periods:

- a) 1 January – 31 March; MYER one Rewards earned in this quarter will generally be issued in May
- b) 1 April – 30 June; MYER one Rewards earned in this quarter will generally be issued in August
- c) 1 July – 30 September; MYER one Rewards earned in this quarter will generally be issued in November
- d) 1 October – 31 December; MYER one Rewards earned in this quarter will generally be issued in February

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

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 or 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 with a unique email address and an Australian residential address.
- 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, or purchases on your Myer branded credit card outside of Myer are 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, via the MYER one App or by contacting the MYER one Customer Service Team.

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.
- 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, 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 as follows:
- one Bonus Credit per one Dollar spent on Eligible Transactions made with your Myer branded credit card. See Appendix A for exclusions
 - during promotional or incentive days communicated from time to time

- 4.3** You (and your Additional Cardholder) may earn MYER one Credits on Eligible Transactions with Partners. For an up-to-date list of Partners and the number of MYER one Credits that you or your Additional Cardholder can earn, visit myeroneaffiliates.com.au.

MYER one Credits are allocated to each Eligible Transaction and generally added to your Program account:

- within 30 days for transactions made in Myer
- within 30 days for transactions made with your Myer branded credit card
- within 45 days for transactions from Partners
- 60 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 purposes including the resale of goods, as determined by Myer. What will constitute a commercial quantity may depend on the type of product purchased. Myer may review and adjust the allocation of MYER 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 Rewards

- 5.1** For every 2,000 MYER one Credits earned at the end of each Program Quarter, you will receive a \$20 MYER one Reward. MYER one Rewards must be used within the specified time period. Any amounts not redeemed after the expiry will be forfeited. The Use of the Reward is subject to the MYER one Rewards Terms of Use found at 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 1,999 MYER one Credits.

- 5.3** MYER one Credits are only recognised and available for conversion into MYER one Rewards after they are successfully issued to your Program Account (and not cancelled, reversed, or where it relates to a refund given).

- 5.4** To receive MYER one Rewards the Primary Cardholder must provide a valid postal address and agree to receive direct marketing sent to the given address. Primary Cardholders who have downloaded and logged into the MYER one App will receive digital Rewards in the MYER one App, and a plastic Reward will not be issued. Members that logout of the MYER one App will need to re-login to access any eligible MYER one Rewards.

6. MYER one Program Changes

- 6.1** 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

- 6.2** 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.

7. Termination and Transfer

- 7.1** Myer may in its discretion, suspend, change or terminate the participation by you 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)

7.2 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.

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

8. General Information

8.1 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.

8.2 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.

8.3 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.

8.4 Myer may provide notice to MYER one Members on the MYER one website by advertisement in a 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.

8.5 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 or online at myer.com.au:

- Purchases of gift cards, purchases made on the eBay Myer store, Give Registry non-merchandise donations, lay-by payments or credit card payments, delivery fees, Mural Hall and some food and service outlets.

Using your Myer branded credit card:

- GST and government charges, including fines paid to any government agency
- payments made to the Australian Tax Office
- interest and other bank fees and charges, including any GST payable on any of these
- BPAY® payments, such as bill payments and other payments made through the BPAY Electronic Payments Scheme
- cash advances
- transactions for items that are directly convertible to cash, including, but not limited to, purchase of foreign currency and travellers cheques, or cash equivalent transactions,
- balance transfers
- transactions deemed by us to be for operating a business or in connection with business expenditure
- transactions that are reversed, such as refunds
- payments for credit card protection insurance
- transactions used for gambling purposes, including gambling chip and lottery ticket purchases