

MYER one Rewards Terms of Use

Introduction

YOUR REDEMPTION OR ATTEMPTED REDEMPTION OF A REWARD CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND AGREEMENT TO THE MYER PRIVACY POLICY.

This document contains terms and conditions governing your use of any MYER one Reward issued by Myer. We recommend that you read this document carefully before using the MYER one Reward. If you have any questions or would like more information about your MYER one Reward, please call the Myer Experience Centre on 13MYER (13 69 37) or visit myerone.com.au/termsandconditions

Expiry: MYER one Quarterly Rewards expire one year from the date of issue. Tier Benefit and Promotional Rewards have a shorter expiry and vary. The Expiry for Benefit and Promotions Rewards will be displayed on the Reward sent to you.

Definitions

Access CODE" means the 4-digit Access CODE printed on the Reward.

"Myer" means Myer Pty Ltd ABN 83 004 143 239 of Level 7, 1000 La Trobe St, Docklands, Victoria 3008.

"MYER one Reward" means a Quarterly Reward, Tier Benefit Reward or Promotional Reward, received by a MYER one Member, from Myer, in accordance with the terms and conditions of the MYER one Program, whether in plastic, digital or other form.

"Myer Returns Card" means a Gift Card of that name issued to you as tender in a return transaction.

"Remaining Reward Value" means, at any time, that portion of the initial value loaded onto your MYER one Reward, which is unspent, which can be accessed by using the Reward in accordance with these Terms of Use. Tier Benefit and Promotional Rewards are single use and will be reduced to zero value upon first use.

A reference to **"we"** or **"us"** is a reference to Myer.

A reference to **"you"** or **"your"** is a reference to the person who is in possession of the Reward at the relevant time for the purposes of these Terms of Use, or who authorises another person to do something with or to the Reward on their behalf.

1. MYER one Reward Redemption & Exclusions

1.1 Redemption

Once loaded with value your MYER one Reward may be redeemed for purchases at all Myer stores and online at myer.com.au, subject to Exclusions listed in paragraph 1.2. Please note that we reserve the right to limit the number of Reward Cards and MYER one Benefits in a single transaction per day per Member.

1.2 Exclusions

The following are the exclusions applicable to the redemption of your Reward:

- a.** Rewards cannot be used for purchases made via phone, email, social media & alike websites.
- b.** Rewards cannot be used for bill payments, including credit card payments, for example a Myer branded credit card;
- c.** Rewards cannot be used for Give Registry Non-Merchandise donations, purchases made on the eBay Myer Store or to purchase Gift Cards or other tender, and
- d.** Rewards cannot be used for the purchases at some food and service outlets, for example Brunetti and Myer Melbourne Mural Hall. You agree that you will not use your Rewards to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age) and Myer will not be liable for a failure to supply goods or services to you on this basis.

2. Using your MYER one Rewards

2.1 Making a purchase with your MYER one Rewards

Subject to item 1.2 above, present your Reward at the point of sale at a Myer store with the merchandise that you wish to purchase using that Reward. Our point of sale operator will instruct you to swipe or scan your Reward in the pin pad and then enter the Access CODE into the pin pad. The transaction will be completed when the balance has reduced on your Reward. For online purchases, before finalising payment at checkout, click on 'Apply Gift Card or MYER one Reward Card,' a form will appear for you to enter your Reward Card number and access code, then click 'Apply.'

No change will be given for any Remaining Reward Value. The Remaining Reward Value may be used in whole or part against future purchases until the Reward expires. If the Reward is a Tier Benefit or Promotional Reward, it is single use and must be redeemed in full in one transaction. If you redeem partial value, the Reward will be reduced to zero dollars and you will forfeit the remaining balance.

You agree that we can reduce the Remaining Reward Value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

- a. Swiping or scanning your Reward and entering your Access CODE, or allowing an operator or other person to do so, at the point of sale; or
- b. Providing us details of the Reward and authorising the transaction in some other way approved by us.
- c. Entering the Reward number and Access CODE at check-out for online purchases.

When you authorise a transaction:

- a. You are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- b. You are agreeing to pay the amount of that transaction by the reduction of the Remaining Reward Card Value.

2.2 Purchases exceeding the Remaining Reward Value

Your Reward may only be used to make purchases up to the initial Reward value or the Remaining Reward Value (where the reward is not single use). If you wish to make a purchase for an amount that exceeds the Reward value or the Remaining Reward Value, you must pay the excess using another payment method accepted by Myer.

2.3 Exchanging items purchased with a MYER one Reward

Goods that are purchased solely, or in part with a Reward may be exchanged or returned subject to Myer's exchange and returns policy.

Our exchange and returns policy includes the right for us to issue a returns card such as the Myer Returns Card instead of other tender, cash, Reward or discount. If a Returns Card is issued to you, it may only be used in accordance with Myer's Terms of Use for the relevant Returns Card.

2.4 No cash advances

Rewards are not legal tender, account cards, credit or debit cards or securities. You cannot obtain any cash advance with your Reward, redeem your Reward for cash or receive any portion of the Remaining Reward Value in cash.

2.5 Checking your MYER one Reward balance, expiry date and transaction history

You will not be sent statements of transactions on any Reward. You can check your Reward balance and expiry date in-store at the service desk, by calling 13MYER (13 69 37) or visiting retail.myergiftcards.com.au/CheckBalance

For balance enquiries by phone or online, you will be required to enter both the Reward number (17 digit number) and Access CODE on your Reward prior to getting access to the Reward information.

If you received a Reward via the MYER one App, the Reward balance and expiry (or valid to) date will display in the MYER one App. When the Remaining Reward value equals zero

dollars or if the Reward expires, it will no longer display in your MYER one App. If a Tier Benefit or Promotional Reward is partially redeemed, the value will automatically reduce to zero dollars and will no longer display in your App.

2.6 Can I exchange my MYER one Reward?

You cannot exchange your Reward for a different denomination or type of Gift Card or for another tender, cash or discount.

2.7 Can I purchase a gift card using a MYER one Reward?

Rewards cannot be used to purchase another gift card, recharge vouchers or mobile plans. This includes Myer Returns Card.

2.8 Destruction of Rewards with no value

All Rewards remain the property of Myer. If the Remaining Reward Value is zero your Reward cannot be reloaded. Our point of sale operator may destroy your expended Reward or you must destroy it by cutting it in half diagonally. Digital Rewards with no value will not be displayed on the MYER one App.

3. Expiry, cancellation and re-issue of MYER one Rewards

3.1 Expiry of Rewards

Your Quarterly Reward will be valid for use for one year from the date of issue (or as otherwise extended by us) after such time it will be invalid. The expiry for Tier Benefit and Promotional Rewards do not have a one year expiry and can vary depending on the Reward. Please check the Tier Benefit or Promotional Reward for expiry and conditions.

You should use all of the Remaining Reward Value before the expiry date, after the expiry date unused value will become the property of Myer and Myer will not be liable to compensate you or any other person for any Remaining Reward Value at that time. A 'Valid to' or 'Expiry Date' will be displayed on a Reward in the MYER one App. Once a Reward has expired, it will no longer display in the MYER one App.

3.2 Cancellation and voiding of MYER one Rewards

- a.** Rewards cannot be cancelled once they are issued except if voided by Myer, if their value is zero or if they expire.
- b.** We reserve the right, in our discretion, to void any Reward that appears to have been defaced, mutilated, altered or tampered with in any way and Myer may subject Rewards to a verification process.
- c.** We reserve the right to cancel any Reward, or the MYER one Rewards Program, for any reason at any time without notice. In such instances (except those set out in paragraph b) we may, at our election, provide a refund for the Remaining Reward Value at that time, or provide you with a replacement Reward or Gift Card to the same value.

d. We reserve the right to correct the balance of your Reward if we believe that a clerical or accounting error has occurred, without notice to, or recourse by, you (or any other person).

3.3 Re-issue of faulty or damaged MYER one Rewards

A re-issue of faulty or damaged Rewards is not available unless the fault or damage to the Reward is proven to be a result of the production process or otherwise due to the fault of us or our agents or contractors.

4. Lost or stolen MYER one Rewards

Treat your Rewards like cash. Lost or stolen Rewards whether in plastic, digital or other form will not be replaced or refunded. The bearer of the Reward will be taken to be the owner of the Reward.

5. Your MYER one Reward, your responsibility

You are responsible for the use and safety of your MYER one Rewards. You are liable for all transactions on your Reward, except to the extent to which there has been fraud or negligence by us. If your Reward is lost, stolen, damaged or destroyed, then we will not be liable for any loss arising as a result and you hereby indemnify Myer in respect of the same.

6. Changes to Terms of Use

We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required for any reason and agree to provide you with at least 30 days' notice of such changes.

We will give you notice by posting the changes on www.myer.com.au/myeronerewards. If you write to Myer within the notice period and notify us that you do not accept the changes proposed to these Terms of Use, then we may agree to cancel your Reward and refund to the bearer of the Reward at that time, any Remaining Reward Value.

7 Privacy and confidentiality

The Myer Privacy Policy explains how we handle the personal information that we may collect from you with respect to Rewards. If you do not have a copy and are unable to access the notice online, please call 13MYER (13 69 37) for a copy.

A copy of the Myer Privacy Policy is available at www.myerone.com.au or www.myer.com.au

It is important that you read and understand the Privacy Policy.

8 Errors and complaints

If you have reason to believe that an error has occurred in relation to your MYER one Reward, you should call 13MYER (13 69 37) immediately and without delay.

9 Limitation of liability

You have certain rights under the Australian Consumer Law, which cannot be excluded and are not affected by these terms and conditions. Except for those statutory rights, any conditions implied by any other laws are excluded from these Terms of Use. To the maximum extent permitted by law, neither Myer nor its officers, employees, contractors, agents or advisers will be liable to you (or any other person) for any loss or damage (whether direct, indirect or consequential) howsoever caused, nor will we be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause except if caused by our gross negligence. To the extent permitted by law, if we are liable to you, our maximum aggregate liability to you is limited to the Remaining Reward Card Value on your Reward Card at the relevant time.

10 Applicable law

These Terms of Use are to be construed and enforced in accordance with the laws of Victoria, Australia. Any dispute in connection with a Reward Card is exclusively subject to the jurisdiction of the courts of Victoria, Australia (including the Federal Court of Australia, Victoria Registry).

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