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MYOB Rewards  
Terms and Conditions

June 2020

myob

## 1. ABOUT THESE TERMS

These are the terms and conditions for our supply of the MYOB Rewards program to you, including our obligations to each other (**Terms**). These Terms apply to the MYOB Rewards program, including earning and redeeming points.

If you accept these Terms in Australia, these Terms do not exclude, restrict or modify:

- a. the application of any provision of the Australian Consumer Law (whether applied as a law of the Commonwealth or any State or Territory of Australia) (ACL);
- b. the exercise of any right or remedy conferred by the ACL; or
- c. the liability of MYOB for a failure to comply with any applicable consumer guarantees where to do so would:
  - i. contravene the ACL; or
  - ii. cause any part of these Terms to be void.

We make the MYOB Rewards program and MYOB Rewards store available to you on these Terms. By using the MYOB Rewards program or MYOB Rewards store, you are taken to agree to these Terms. If you don't agree to these Terms, then you can't use the MYOB Rewards program.

## 2. JOINING THE MYOB REWARDS PROGRAM

### 2.1 What is MYOB Rewards?

MYOB Rewards is a rewards program designed to let you earn and redeem MYOB Rewards points.

### 2.2 Are you eligible to join MYOB Rewards?

You can join and participate in MYOB Rewards if you are an MYOB customer using a Mastercard or Visa credit card making payment via an eligible MYOB supplier and payroll payment service.

### 2.3 How do you join MYOB Rewards?

- a. General sign up: If you are a current user of an eligible MYOB supplier and payroll payment service, you will be prompted to sign up for the MYOB Rewards during the onboarding process and you can sign up by clicking 'Continue', after reading and agreeing to these Terms.
- b. You can opt out of MYOB Rewards at any time by calling 1300 783 674 or emailing [payments\\_support@myob.com](mailto:payments_support@myob.com).
- c. Other users on your MYOB account: If your MYOB account has multiple Users, all MYOB Rewards points accrue to the main authorised account owner.
- d. Multiple businesses on combined MYOB account: If you have multiple businesses registered to your MYOB account, the MYOB Rewards points for all of your businesses will be combined, accruing to the main authorised account owner.

## 3. HOW MYOB REWARDS POINTS WORK

### 3.1 How do you earn MYOB Rewards points?

- a. Earning points from eligible spend: You can earn MYOB Rewards points by making payments on eligible MYOB payment services using Mastercard or Visa credit cards. Visit [rewards.myob.com](https://rewards.myob.com) for more information on how to earn points.
- b. Special offers: From time to time, we might also make bonus MYOB Rewards points available as part of special offers. These special offers may be subject to their own terms and conditions. You can earn bonus points by accepting the special offers.
- c. Some exclusions apply: Some transactions don't earn MYOB Rewards points. Some examples of payments and account spend which are excluded from earning you MYOB Rewards points include account credits, refunds, purchases from the MYOB Rewards store and payment of subscription fees for MYOB accounting software. Visit [rewards.myob.com](https://rewards.myob.com) for more information.

### 3.2 When will you get your MYOB Rewards points?

As soon as you join MYOB Rewards, you'll start earning MYOB Rewards points.

Your MYOB Rewards points will be automatically added to your MYOB Rewards account, typically around 14 business days from the time that MYOB receives your payment.

### 3.3 How many MYOB Rewards points do you get for eligible spend?

Visit [rewards.myob.com](https://rewards.myob.com) for more information on the current earn rate for MYOB Rewards points.

The earn rate for MYOB Rewards points may change over time. We will notify you of any changes to earn rate by updating [rewards.myob.com](https://rewards.myob.com).

### 3.4 What happens if your eligible spend gets refunded by MYOB?

If for some reason MYOB provides you with a refund on your MYOB services, we'll deduct any MYOB Rewards points earned on that original spend from your MYOB Rewards balance.

If you've already redeemed those MYOB Rewards points, your MYOB Rewards total may go into negative balance.

### 3.5 Checking your MYOB Rewards points balance

You can check your MYOB Rewards points balance via the MYOB Rewards store at [rewards.myob.com](https://rewards.myob.com).

### 3.6 Transferring and converting MYOB Rewards points

MYOB Rewards points are non-transferrable. Points are not convertible to cash.

## 4. REDEEMING MYOB REWARDS POINTS

### 4.1 What can you do with MYOB Rewards points?

You can redeem your MYOB Rewards for rewards which will be available through the MYOB Rewards store at [rewards.myob.com](https://rewards.myob.com).

### 4.2 Who can redeem MYOB Rewards points?

MYOB Rewards points can be redeemed by the main authorised account owner and any User with full authority on the relevant MYOB account.

### 4.3 How long do you have to redeem MYOB Rewards points?

You have 12 months to redeem your MYOB Rewards points, starting from day that you earn them. All MYOB Rewards points older than 12 months will expire.

## 5. MYOB REWARDS STORE

### 5.1 About the MYOB Rewards Store

The MYOB Rewards store is where you can redeem items with your MYOB Rewards points. By redeeming items in the Rewards Store, you agree to be bound these Terms.

### 5.2 What can you redeem with MYOB Rewards points?

Items from the MYOB Rewards Store can be redeemed using MYOB Rewards points.

Some items in the MYOB Rewards Store may be offered with a "points + pay" option, where you purchase items through a combination of money payment and points redemption.

Some items in the MYOB Reward Store may incur postage fees. Some monetary payments in the MYOB Rewards Store may be subject to transaction processing fees. Any such fees will be set out in the MYOB Rewards Store.

The MYOB Rewards store lists the number of points required for each available item. We can change the items available from the MYOB Rewards store from time to time, as well as the points and monetary cost of each item.

All items in the MYOB Rewards store are subject to availability. Some items may be subject to further terms and conditions including third party supplier terms and conditions or additional MYOB terms.

MYOB Rewards points earned in a transaction cannot be used in the same transaction.

Please select carefully from the MYOB Rewards store because there is no exchange or refund available for change of mind or making the wrong selection. This is not intended to limit or otherwise affect your rights and the consumer guarantees under the Australian Consumer Law. If a product selected from the MYOB Rewards store is faulty, contact us and we'll arrange for a refund or replacement.

## 6. LEAVING MYOB REWARDS

### 6.1 Cancelling your MYOB Rewards membership

You can leave MYOB Rewards at any time by contacting our support team on 1300 783 674 or emailing [payments\\_support@myob.com](mailto:payments_support@myob.com).

Once you leave MYOB Rewards, you won't be able to earn or use MYOB Rewards points. Your existing MYOB Rewards points will expire.

### 6.2 MYOB's right to terminate or suspend your participation in MYOB Rewards

We can terminate or suspend your MYOB Rewards membership immediately if we reasonably believe that:

- a. You are in breach of these Terms or any other MYOB product or service terms that you're subject to; or
- b. You're using the MYOB Rewards program to gain benefits to which you're not entitled or are using the MYOB Rewards program for fraudulent or illegal purposes.

We can terminate or suspend the MYOB Rewards program immediately if we reasonably believe that:

- a. a change to any Third Party arrangement necessary for MYOB Rewards renders the ongoing operation of the MYOB Rewards program substantially unworkable or non-functional;
- b. the actions of a regulator or a change in law or regulation makes the ongoing operation of MYOB Rewards substantially unworkable or non-functional; or
- c. we believe this is necessary either to protect the security, integrity or reputation of MYOB Rewards or any MYOB Rewards function, service or facility, or to otherwise protect our interests.

We can terminate or suspend the MYOB Rewards program at any other time by giving a reasonable period of notice, which will be at least 30 days.

We will notify you in writing (which includes by email) of the suspension or termination.

If we end your MYOB Rewards membership or terminate the MYOB Rewards program, you will no longer be able to earn or redeem MYOB Rewards points. Your existing MYOB Rewards points will also expire.

## 7. PERSONAL INFORMATION, DATA AND MARKETING

### 7.1 Personal information

You agree that we may collect, hold, disclose and use your Personal Information in accordance with these Terms, the MYOB Group Privacy Policy Australia (if you accept these Terms in Australia), the MYOB Group Privacy Policy New Zealand (if you accept these Terms in New Zealand) and applicable laws, including to deliver the MYOB Rewards program to you. To do this, we may disclose your Personal Information to third parties, such as our related companies or our service providers (including IT and administrative service providers) in accordance with these Terms, our privacy policies and applicable laws. These third parties may be located overseas, including in Australia, New Zealand or the United States.

### 7.2 Choosing your MYOB Rewards Marketing Preferences

If it's consistent with your communication preferences, we might send you special offers for MYOB Rewards members. You can adjust your marketing and communications preferences at any time through your my.myob profile.

## 8. LIABILITY AND WARRANTIES

### 8.1 No warranties or representations

All representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law including the Australian Consumer Law).

### 8.2 Limitation of Liability

To the extent your participation in MYOB rewards is subject to implied warranties which cannot be excluded (e.g. under the Australian Consumer Law), the liability of MYOB for breach of any of those warranties is limited to:

- (i) the resupply of the MYOB Rewards service or items or services redeemed with MYOB Rewards points (as applicable); or
- (ii) the cost of resupplying the MYOB Rewards service or items or services redeemed with MYOB Rewards points (as applicable), and in any event, will be limited to the fullest extent permitted by law.

## 9. GENERAL TERMS

### 9.1 Definitions

Some words in these Terms have particular meanings:

**Business** means the business that is a current MYOB client and eligible to join the MYOB Rewards program. This would include, but is not limited to, sole traders, partnerships, companies and trusts.

**Loss or Claim** means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and

consequential and economic losses.

**MYOB Rewards** means any of the services, features or functionality which form part of the MYOB Rewards program and which we make available to you from time to time.

**Personal Information** means that term as defined in the Privacy Act. Basically, this is information about an identifiable individual.

**Privacy Act** means the Privacy Act 1988 (Cth) (if you accept these Terms in Australia) or the Privacy Act 1993 (if you accept these Terms in New Zealand) as updated, amended or replaced from time to time.

**Third Party** means any person we have contracted with to help us provide MYOB Rewards. This includes any other service providers engaged by us for the delivery, maintenance and administration of MYOB Rewards.

**User** means a person authorised to use MYOB Rewards (including a professional partner).

**We, us** and our means MYOB Australia Pty Ltd ACN 086 760 198 (if you accept these Terms in Australia) and MYOB NZ Limited NZCN 902338 (if you accept these Terms in New Zealand).

**You** and **your** means the Business, including each User.

### 9.2 Changes to terms

We may change any of these Terms (including the fees payable in the MYOB Rewards store).

### 9.3 Notices

You agree that all communications between you and us in relation to MYOB Rewards will be by email, by in-product notification, or by us posting a notification on the MYOB website, unless another method is agreed to by the addressee. Where a notice or communication is posted on the MYOB website or in-product message, that notice or other communication is regarded as being given by us and received by you when the posting is made. We recommend that you regularly check the MYOB website and your product for notices or other communications.

### 9.4 Protecting your username and password

You must protect your MYOB login credentials to make sure they are not misused and remain secure and confidential. You must not share your login credentials with anyone, or let anyone else use them. If you think anyone else might know your password you should reset it from within your MYOB user portal, or contact us as soon as possible to arrange a password reset. You agree to be liable if your login credentials are used by an unauthorised person.

### 9.5 This is our complete agreement

These Terms and the documents incorporated by reference contain the whole of the agreement between us and you in relation to MYOB Rewards. These Terms do not affect the operation of the terms of use of any other MYOB services that you or the Business may use (such as MYOB Essentials, MYOB AccountRight or MYOB payment services).

#### **9.6 What happens if some of these Terms can't operate?**

If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continue in operation in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your use of MYOB Rewards at our election.

#### **9.7 No waiver by us**

If we do not insist upon strict performance of any part or provision of these Terms, that waiver will not be deemed to be a waiver of a subsequent breach or default of these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorised officer.

#### **9.8 Assignment**

You cannot assign or otherwise transfer the benefit of the agreement between us and you without our prior written consent. We can assign or otherwise transfer the benefit of the agreement between us and you.

#### **9.9 Which laws apply to the Terms**

If you accept these Terms in Australia, these Terms are governed by the laws of Victoria and the courts of Victoria have jurisdiction over the parties to these Terms (being you and us).

If you accept these Terms in New Zealand, these Terms are governed by the laws of New Zealand and the courts of New Zealand have jurisdiction over the parties to these Terms (being you and us).