

GENERAL TERMS AND CONDITIONS OF BENEFITWORLD GMBH

1. Preamble and Definitions

BenefitWorld GmbH (“Operator”) operates cashback portals (“Portal”) where consumers (“Users”) can register free of charge to receive cashback on purchases/bookings from partner shops (“Shop Partners”). The Operator also provides these portals to various cooperation partners.

The specific terms and guidelines applicable to each cooperation partner form an integral part of these General Terms and Conditions (“GTC”) and are available on the portal.

A contractual relationship exists solely between the Operator and the User. Only these GTC, including the specific terms and guidelines, apply. Any deviating agreements are not valid.

2. Conclusion of Contract

2.1 The contract is concluded when the user account is activated. Registration requires acceptance of these GTC and the specific terms.

2.2 Registration, access, and use of the portal are free of charge. Only consumers aged 14 or older and residing in a Eurozone country may register. The Operator may request proof of age at any time. If no proof is provided, the Operator may refuse services, reverse transactions, or delete user accounts.

2.3 Users must have internet access, a browser, and a valid email address. System-related emails (e.g., registration, password reset, confirmations) are mandatory and cannot be unsubscribed from. All communication is conducted via the user’s email address.

2.4 Users must provide accurate and complete information and update any changes immediately.

2.5 The newsletter can be unsubscribed from at any time via a link in the email or in the user profile.

3. Duration and Termination

3.1 The contract is concluded for an indefinite period. Users may terminate it at any time without reason. The Operator may terminate it with 3 months’ notice.

3.2 Both parties may terminate immediately for important reasons (e.g., duplicate accounts, misuse, violation of terms).

3.3 Inactive accounts (no activity for 12 months) may be deleted after prior notice and a 6-month grace period.

3.4 If cashback remains 6 months after termination, amounts of €5 or more will be paid out (if account details are provided); smaller amounts expire.

3.5 User data will be deleted 18 months after termination, unless legal retention obligations apply.

4. Services of the Operator

4.1 The Operator enables users to receive cashback for purchases made via the portal but does not guarantee this. The Operator only provides access to partner shops.

4.2 Contracts for purchases are concluded exclusively between the User and the Shop Partner. The Operator is neither a party nor a representative.

4.3 The Operator receives a commission from Shop Partners for referred purchases and shares part of it as cashback with the User.

4.4 Each user has an account showing transactions, expected cashback, and payouts.

5. Cashback Requirements

5.1 Cashback is based on affiliate marketing. The Operator receives commissions for referred purchases.

5.2 Cookies must be enabled to track purchases.

5.3 Cashback is only granted if purchases are made directly via portal links. Interruptions (e.g., opening other sites or using ad blockers) may prevent tracking.

5.4 Cashback is not paid if transactions are cancelled, rejected, or declined by partners or networks.

6. Cashback Calculation and Payment

6.1 Cashback rates vary by shop. Percentage cashback is based on the net purchase value (excluding VAT and shipping). Fixed amounts are independent of purchase value.

6.2 Payments are made using the IBAN and account holder provided by the user. Cashback is only paid once all conditions are met (valid purchase, payment, expiry of return period, confirmation by partner, and receipt of commission).

6.3 Cashback must be requested by the user and is paid on the 10th of the following month (or next working day).

6.4 Cashback does not earn interest.

6.5 No fees are charged for payouts. Claims cannot be transferred to third parties.

6.6 Cashback expires after three years (from the end of the year in which it became “available”).

7. Liability of the Operator

7.1 The Operator is not part of contracts between Users and Shop Partners and is not liable for them.

7.2 Shop Partners are responsible for their content and offers. The Operator does not guarantee accuracy or system availability.

7.3 Shop Partners may reject customers without explanation.

7.4 The Operator is not responsible for products or services purchased.

7.5 Users indemnify the Operator against claims by third parties caused by the User.

7.6 The Operator is liable only for intent and gross negligence, limited to foreseeable damages (except personal injury).

7.7 These limitations apply only between Operator, User, and cooperation partners.

7.8 The Operator is not responsible for external links and distances itself from their content.

7.9 The Operator does not guarantee transactions between Users and Shop Partners or the quality, legality, or performance of their services.

8. Data Protection (GDPR Notice)

8.1 The Operator processes personal data (e.g., name, email, password, transaction data) in accordance with the EU GDPR for contract purposes.

8.2 Users consent to data processing for contract fulfillment.

8.3 Anonymized data may be used for statistical purposes and shared with third parties. Consent can be withdrawn at any time.

8.4 Users may receive newsletters unless they opt out.

8.5 IP addresses are logged for security reasons.

8.6 Sensitive data is not requested via email.

8.7 Users have rights to access, correction, deletion, restriction, portability, withdrawal, and objection (contact: info@benefitworld.at).

9. Changes, Applicable Law, and Final Provisions

9.1 Changes to the GTC may be made with 14 days' notice. If no objection is made within 4 weeks after the change, they are considered accepted.

9.2 Austrian law applies, excluding conflict-of-law rules. Mandatory consumer protections of the user's country remain unaffected. Jurisdiction: Innsbruck, Austria.

9.3 If any provision is invalid, the remaining provisions remain valid.

9.4 Amendments must be made in writing. Users may withdraw from the contract within 14 days without reason. Withdrawal or termination must be sent to: BenefitWorld GmbH, Amraser Straße 6, 6020 Innsbruck, or info@benefitworld.at.

BenefitWorld GmbH

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