

GOLD CASH REWARDS™ TERMS AND CONDITIONS



1. REWARD PROGRAM

These terms and conditions apply to the ATB Financial MasterCard Gold Cash Rewards Program (the "**Program**") associated with the Card Account that allows you to earn reward dollars for a cash rebate under the Program. Applicable terms of the ATB Financial MasterCard Personal Cardholder Agreement apply to the Program, as well as the terms listed below. These terms replace all prior terms and conditions with respect to the Program.

2. ACCEPTANCE OF TERMS

If you sign, use or accept your Card, this means that you have received, reviewed and agree to these terms and conditions.

3. ELIGIBILITY

The Program is automatically available to you provided the Card Account is in Good Standing. You are not eligible for the Program if you use the Card for business purposes. While you are responsible for any fees applicable to your Card, the Program is offered at no extra cost and is in addition to the other benefits reserved for Cardholders.

4. REWARD DOLLARS

4.1. **Reward Dollars** – ATB Financial MasterCard Gold Cash Rewards Dollars (the "**Reward Dollars**") will be awarded to your Card Account on the terms and conditions set forth in this document. There is only one set of Reward Dollars for each Card Account, regardless of the number of Cards issued.

4.2. **Annual Period** – The Program is an annual program. You may accumulate Reward Dollars each month, beginning each year as early as with your January Statement to the end of the last billing Statement in that calendar year (the "**Annual Period**"). You are still eligible for Reward Dollars if your Card Account was opened after January.

4.3. **Maximum Reward Dollars** – During the operation of the Program, you may earn a maximum of \$700.00 Reward Dollars per Annual Period (the "**Maximum Cash Rebate**").

4.4. **Earning Reward Dollars** – During the operation of the Program, Reward Dollars will be awarded for Net Purchases charged to your Card Account provided your Card Account is in Good Standing at the time the purchase is posted to your Card Account. For the purposes of these terms and conditions "**Net Purchases**":

- Includes Purchases of goods or services charged to the Card Account; and
- Excludes Cash Advances, miscellaneous credit adjustments, annual Card fees, interest charges, administrative/service charges, MasterCard cheques, balance transfers, or payments and charges made after the Maximum Cash Rebate of \$700.00 per Annual Period has been accumulated.

Reward Dollars cannot be earned after the date your Card Account is closed or the date the Program is terminated. You will not earn Reward Dollars for transactions that have not been posted to your Card Account.

4.5. **Calculating Reward Dollars** – You will earn Reward Dollars calculated at the rate of 1% for every \$1.00 in Net Purchases posted to your Card Account during the Annual Period. For the purposes of calculating Reward Dollars, net purchases will be rounded down to the nearest whole number.

4.6. **Posting/Adjusting Reward Dollars** – Your Reward Dollars will be reflected on your Statement within a reasonable period of time after a debit transaction has been posted to your Card Account. Reward Dollars will be deducted or adjusted from your Statement when a credit transaction is posted to your Card Account for returned merchandise or when adjustments are made for previously billed charges (this will reduce or cancel the Reward Dollars earned by the amounts originally charged to the Card Account). Reward Dollars will be deducted based upon the appropriate earn rate at the time of calculation even though the return or adjustment may relate to Purchases that earned Reward Dollars at a different rate. Reward Dollars will be deducted for returns or adjustments from Reward Dollars earned and will also be deducted from future Reward Dollars if required.

4.7. **Reward Dollars Balance** – Your monthly Statement will show your Reward Dollars balance from the last Statement, the number of Reward Dollars earned or adjusted during the Statement period, as well as your new Reward Dollars balance. You can also obtain this information by contacting us.

4.8. **Reward Dollars Verification** – You are required to verify your total number of Reward Dollars on each Statement. If you find any errors or omissions, or have any objections to a Reward Dollars Statement, you must notify us in writing within 30 days from the date of the Statement. If you do not notify us as required, we are entitled to treat the Statement as correct and binding on you, and we will be released from all claims by you with respect to that Reward Dollars Statement.

4.9. **Reward Dollars and Rewards Records** – We may use a microfilm, electronic or other reproduction of any Statement or other document to establish the amount of your Reward Dollars and cash rebates received. Our records of your Reward Dollars and cash rebate received will be final, conclusive and binding on you.

5. PAYMENT/CREDITING REWARD DOLLARS

5.1. **When are Reward Dollars Paid** – Provided your Card Account is in Good Standing, Reward Dollars for an Annual Period will, at our option, either be credited to your Card Account on your January Statement or paid by cheque to you in February.

5.2. **Who will Receive the Reward Dollars** – If there is more than one Cardholder, Reward Dollars will be payable to all Cardholders on the Card Account at the time the Reward Dollars are credited to your Card Account or paid by cheque (as the case may be).

5.3. **How the Amount of Rewards Dollars is Determined** – The amount of the Reward Dollars will be based upon the number of Reward Dollars accumulated as shown on your previous December Statement (and not based upon the last day of the calendar year). Once the Reward Dollars are posted to your Card Account or otherwise paid to you, your Reward Dollars balance will reset to zero and the Program will begin again with your January billing cycle (which starts immediately after your December Statement is issued).

5.4. **Taxes** – You are responsible for declaring the total value of Reward Dollars received to the appropriate tax authorities. Any personal federal or provincial income tax liability arising from the accumulation of Reward Dollars and the payment of the cash rebate is your sole responsibility and we are released of all liabilities in this regard. We do not issue tax receipts.

6. ACCOUNT ISSUES

6.1. **Card Account Closure** – If you choose to close your Card Account or if we have, for any reason, cancelled your Card Account, all accumulated Reward Dollars will be automatically cancelled without any compensation or notice to you.

6.2. **Death of Cardholder** – When we receive verification of the death of a Cardholder:

(a) If there is only one Cardholder on the Card Account, the Card Account will be closed, the accumulated Reward Dollars will be credited to any outstanding balance on the Card Account and any remaining Reward Dollars will be cancelled without any compensation or notice to you;

(b) If there is more than one Cardholder on the Card Account, the remaining Cardholders can request either that: (i) the Card Account be closed and the accumulated Reward Dollars be transferred to a new ATB Financial MasterCard card account in their name; or (ii) the Card Account remain open and the deceased Cardholder's name be removed from the Card Account.

In either case, the deceased Cardholder and his or her administrators or executors waive and forever release ATB from any and all claims, actions, causes of action, counterclaims, defenses or other claims whatsoever with respect to the Reward Dollars or the closure of the Card Account.

6.3. **Separation or Divorce** – Reward Dollars are not divisible in the case of separation or divorce.

6.4. **Transferring or Encumbering Reward Dollars** – Reward Dollars are not transferable from your Card Account to another cardholder's account. If your Card has been lost or stolen, applicable Reward Dollars will be automatically transferred to your new card account.

6.5. **Conversion of Rewards** – If you are enrolled in a different rewards program offered by us (the “**Other Program**”), and if we permit, you may convert any rewards earned (but not redeemed) under that Other Program to a Card Account opened in your name under this Program subject to such restrictions and conditions we may impose from time to time in our sole discretion. If we permit such conversion:

- (a) the rate of conversion will be determined by us in our sole discretion;
- (b) we may limit the number of Rewards that may be converted;
- (c) you must pay any service fees charged by us for such conversion;
- (d) we may close your card account associated with the Other Program and open a new Card Account in your name under this Program. In such case, any unpaid Debt charged to your previous card account will be transferred to the new Card Account and you continue to be liable to us for such Debt;
- (e) any rewards you may have earned under that Other Program will be included in calculating the Maximum Cash Rebate for the Annual Period; and
- (f) conversion of Rewards from the Other Program to this Program shall constitute redemption of those Rewards for the Other Program.

7. GENERAL

7.1. **Changes to Program/Rewards** – We reserve the right to change any of the rules, regulations, terms, conditions, level of Reward Dollars and the terms and conditions of the Program, in whole or in part, from time to time, with or without notice. However, if we do not provide notice, we will inform you as soon as possible after the changes are made.

7.2. Termination of Program

7.2.1. **Termination of Program** – We reserve the right to terminate or suspend the Program without prior notice at any time. In such case, provided your Card Account has remained in Good Standing, at our option within 60 days of the termination date of the Program, either (i) a cheque will be issued and mailed to you; or (ii) your Card Account will be credited the accumulated Reward Dollars. In either case, the amount of the Reward Dollars will be based upon the current Reward Dollars balance up to, and including, the termination date. Reward Dollars which have not been redeemed or credited within this time period will be automatically cancelled without notice to you and may not be subsequently redeemed, transferred or converted.

7.2.2. **Termination of Program for Cause** – We may, with or without notice, suspend or terminate your participation in the Program and cancel any earned Reward Dollars (without compensation to you) in the event of: (a) fraud or abuse by you relating to the Program; (b) failure by you to follow these terms and conditions; or (c) your bankruptcy. Once Reward Dollars are cancelled, they may not be subsequently redeemed, transferred or converted.

7.3. **Waiver** – If we fail to exercise, or delay in exercising, any of our rights, or if we waive our rights on any given occasion, it shall not be considered a waiver of any of our rights at any time on any other occasion.

7.4. **Headings** – The headings in these terms and conditions are added for convenience only and do not change the meaning of any provision of these terms and conditions.

7.5. **Use of Personal Information** – You consent to us exchanging Program information about you with other parties as required to administer the Program or to fulfill your redemption requests. Any personal information we collect, use or disclose about you will be in accordance with our Privacy Policy, a copy of which is available at www.atb.com or any of our branches.

7.6. **How to Reach Us** – You may contact us daily at the ATB Financial MasterCard Service Centre toll free at 1-888-ATB-5678 (282-5678).

8. DEFINITIONS

In these terms and conditions, the words:

"ATB" means Alberta Treasury Branches, operating as ATB Financial;

"Card" means the ATB Financial MasterCard Gold Cash Rewards and any additional or replacement Cards which may be issued to you from time to time on the Card Account;

"Card Account" means the ATB Financial MasterCard Gold Cash Rewards account we have opened in your name;

"Good Standing" means your Card Account is not overdrawn or you are not in default in any of the terms and conditions of the ATB Financial MasterCard Personal Cardholder Agreement;

"We," "our" and **"us"** refer to ATB;

"You," "your" and **"yours"** means the person whose name is on the Card Account and to whom a Card is issued. "You" are also referred to as a **"Cardholder"**.

ATB Financial[®]
Where there's a way