

GOLD MY REWARDS™ TERMS AND CONDITIONS



1. REWARD PROGRAM

These terms and conditions apply to the ATB Financial Gold My Rewards Program (the "Program") associated with the Card Account that allows you to earn and redeem points for select merchandise and travel under the Program (the "Rewards"). 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. 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. POINTS

4.1. **Points**– The Program is based on a points system. ATB Financial Gold My Rewards Points (the "Points") will be awarded to your Card Account on the terms and conditions set forth in this document. Points cannot be exchanged for cash or used in partial or total payment of your Card Account. There is only one set of Points for each Card Account, regardless of the number of Cards issued.

4.2. **Earning Points** – During the operation of the Program, Points are awarded for the Net Purchase of goods and services 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 membership fees, interest charges, administrative/service charges, MasterCard cheques, balance transfers, and payments.

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

4.3. **Calculating Points** – Subject to these terms and conditions you will earn 10 Points for every \$1.00 in Net Purchases charged to your Card Account. Points will be rounded down to the nearest whole number (i.e. round 23.456 points to 23 points).

4.4. **Posting/Adjusting Points** – Points will be added to your Card Account within a reasonable period of time after a debit transaction has been posted to your Card Account. Points will be deducted or adjusted from your Card Account when a credit transaction is posted to your Card Account for returned merchandise or adjustments are made for previously billed charges (this will reduce or cancel the Points earned by the amounts originally charged to the Card Account). Points 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 Points at a different rate. Points will be deducted for returns or adjustments from Points earned and will also be deducted from future issued Points for returns and adjustments, which are not fully offset by Points earned.

4.5. **Points Balance** – Your monthly Statement will show your Points balance from the last Statement, the number of Points earned, exchanged for Rewards, or adjusted during the Statement period, as well as your new Points balance. You can also obtain this information by contacting the ATB Financial My Rewards Service Centre daily.

4.6. **Points Verification** – You are required to verify your total number of Points on each Statement. If you find any errors or omissions, or have any objections to a Points Statement, you must notify us in writing within 30 days from the date of the Statement. If you do not notify ATB 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 Points Statement.

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

5. REDEEMING POINTS – GENERAL

5.1. **Who can Redeem Points** – Only the Cardholder has the right to redeem Points. If there is more than one Cardholder, any one Cardholder can redeem Points and, by doing so, will be deemed to be acting as agent and on behalf, and with full authority, of all Cardholders.

5.2. **Password** – At or near the time the Card Account is opened, you must advise us of the password to assign to the Card Account (the "Password"). You may, from time to time change the Password upon notice to us; however, such change will only be effective once it has been inputted into our or our agent's, systems. **Any person who you provide the Password to will be deemed to be acting as your agent and on your behalf, and will have the full authority with respect to the redemption of Points earned on the Card Account if they use the Password and even if the Points are redeemed for the benefit of that person.** You are responsible for ensuring that the Password is only disclosed to those persons whom you wish to grant this authority. If the Password is disclosed to any unauthorized person (either intentionally or unintentionally), then you release us from any claim or liability whatsoever that you may have held against us with respect to the use of that Password.

5.3. **How to Redeem Points** – To redeem Points for Rewards, we may, in our discretion, require that the Password be provided to us, our agent or suppliers. If the Password is not provided when a redemption request is made, we may refuse to redeem Points regardless of who is requesting the redemption. In order to redeem Points, the Program must be active (meaning not cancelled by you or us) and the Card Account must be in Good Standing, and you must accumulate the required number of Points at the time of the redemption request for the Reward requested or supplement with cash.

5.4. **Point Redemptions and Credits** – On the date you order a Reward, your Card Account will be debited the number of Points necessary for the Reward selected. If you cancel a redemption order, and provided the Reward selected is not final and allows cancellation, your Card Account will be credited the applicable number of Points on the date we receive the necessary information.

5.5. **Rewards Catalogue** – All merchandise items and travel available as Rewards through the Program are described in the applicable brochure/catalogue and in other sources authorized by us such as the Internet (www.atbmyrewards.com), e-mail offers, or direct mail. No order for items shown in a brochure/catalogue for each calendar year will be accepted after the issuance of a new catalogue or after the stated expiry date. The earlier of the two dates will apply.

5.6. **Choosing Rewards** – You must accumulate the required number of Points for the Reward you choose at the time of your request for redemption. The number of Points required for each Reward is set out in the applicable brochure/catalogue and in other sources such as the Internet, e-mail offers, or direct mail. All applicable taxes and shipping charges are included in the value of the Points required to order each item.

5.7. **Taxes** – If you redeem Points, you are responsible for declaring the total value of the merchandise or travel Rewards received to the appropriate tax authorities. Any personal federal or provincial income tax liability arising from the accumulation of Points and the redemption of Rewards is your sole responsibility and we are released of all liabilities in this regard. We do not issue tax receipts.

6. REDEEMING POINTS FOR REWARDS – MERCHANDISE

6.1. **Merchandise Availability** – All merchandise Rewards can be ordered subject to availability. The items received may not be exactly as illustrated in the catalogue as manufacturers have the right to make changes or to discontinue models at any time without prior notice. If the ordered item is no longer available, a similar item of equal value will be substituted whenever possible. If a suitable substitution is not available, you will be contacted and advised to make another selection or cancel your order. If your order is cancelled prior to delivery, the applicable Points and the cash amount charged to your Card Account, if applicable, will be credited to your Card Account. If the item is temporarily unavailable, you will be informed as to when the item will be delivered.

6.2. **Ordering Merchandise** – You can order your Rewards merchandise or obtain further information by contacting the ATB Financial My Rewards Service Centre.

6.3. **Merchandise Delivery** – You will be sent the Rewards merchandise item(s) ordered via pre-paid delivery, to the address you indicated with your order. Please allow 4 to 6 weeks for delivery from the date of receipt of your order. While every attempt is made to deliver items quickly, we cannot guarantee delivery times and we are not responsible for delays caused by situations beyond our control. Please note that deliveries cannot be made to a Post Office Box or to addresses outside Canada.

6.4. **Merchandise Returns and Cancellations** – If the item ordered arrives damaged or with pieces missing, you must contact the ATB My Rewards Service Centre within 48 hours of receipt for replacement without additional charge. If you are not completely satisfied with the item you have ordered, you have 30 days from receipt of the merchandise to return it (10 days for electronic/audio visual equipment, or jewelry); however, you must contact the ATB My Rewards Service Centre prior to returning the item for return instructions. **Returned items must be in resellable condition, unused and in the original packaging.** If you do not wish to replace the item, the applicable Points and any amount charged to your Card Account, if applicable, will be credited to your Card Account.

7. REDEEMING POINTS FOR REWARDS - TRAVEL

7.1. **Redeeming Points for Travel** – You can redeem Points for travel Rewards. The number of Points required is set out in the applicable catalogue and other sources authorized by us such as brochures, on the internet at www.atbmyrewards.com, or by calling the ATB My Rewards Service Centre. You can redeem Points for travel Rewards by using Points only, Points plus a charge to your Card Account or by charging the total amount to your Card Account.

A handling charge will be assessed for all travel Rewards. The handling charge that will be applied is dependent on the total value of the travel Reward that is being redeemed at the time of redemption and is calculated as follows:

- For travel redemption with a value of \$499.99 or less, the handling charge will equal 5% of the value of the travel Reward redemption.
- For travel redemption with a value of \$500.00 or more, the handling charge will equal \$25.

The handling charge can be paid by using Points (in such case the handling charge will be converted to Points and added to the total number of Points required for the travel redemption), Points plus a charge to the Card Account, or by charging the total amount of the handling charge to the Card Account. If the handling charge is paid (either partially or fully) by Points, it will be converted into Reward Points at a rate of conversion as determined by us in our sole discretion.

7.2. **Reservations** – To qualify for Rewards, reservations **must** be made through the ATB My Rewards Service Centre. Reservations made other than through this Centre do not qualify as travel Rewards and cannot be ordered using Points. ATB assumes no responsibility or liability for such arrangements. **It is recommended your reservations be made a minimum of two weeks in advance of your departure date.**

7.3. **Confirmation of Reservation** – Reservations made through the ATB My Rewards Service Centre will be confirmed in writing within two weeks of verbal confirmation. In cases where time does not permit, you will be contacted by telephone by a travel consultant.

7.4. **Travel Availability** – All travel Rewards found in the brochure/catalogue or any other document forwarded to you by ATB are subject to availability from the travel suppliers, and subject to their terms and conditions.

7.5. **Ticket Delivery** – Your tickets and related travel documents will be sent to you by mail to the address indicated by you, if your reservation is confirmed at least two weeks prior to the date of your departure. Otherwise, they will be sent to you by a courier service and you will be responsible for the courier service cost. Tickets cannot be delivered to addresses outside Canada. ATB is not responsible if you fail to receive travel documents if we sent them to the address or in accordance with the contact information on the Card Account, or in accordance with your reasonable instructions.

7.6. **Travel Cancellation** – Travel cancellation is subject to the terms and conditions of the travel supplier. In some cases, cancellations are not allowed or are subject to cancellation fees, which will be charged to your Card Account. If your reservation is permitted to be cancelled, the number of Points, and the amount you paid for the reservation on your Card, if applicable, will be credited to you.

7.7. **Travel Documents** – You are responsible to ensure that you, and those persons traveling with you, have all necessary travel documents as required by law. You may be denied boarding if you do not have the required documentation. ATB is not responsible if you do not have the necessary documentation to travel.

8. ACCOUNT ISSUES

8.1. Account Closure –

- 8.1.1. **Account Closure by You** – Provided the Card Account has remained in Good Standing, if the Card Account is closed by you during the operation of the Program, earned Points can be redeemed for Rewards within 60 days from the date the Card Account is closed. All Points which have not been redeemed within this time period will be automatically cancelled without notice to you and may not be subsequently redeemed, transferred or converted. Only Points that have accumulated on the Card Account, according to our records, at the time of redemption can be redeemed.
- 8.1.2. **Account Closure by Us** – If we have cancelled your Card Account, for any reason other than voluntary closure by you, all accumulated Points will be automatically cancelled without any compensation or notice to you and may not be subsequently redeemed, transferred or converted.

8.2. Death of Cardholders – If we receive verification of the death of a Cardholder:

- 8.2.1. If there is only one Cardholder on the Card Account, the Card Account will be closed, the accumulated Points will be available for redemption by the Cardholders' estate for **up to 60 days** after the closure of the Card Account. Points which have not been redeemed within 60 days of the closure of the Card Account will automatically be cancelled without notice and may not be subsequently redeemed, transferred or converted.
- 8.2.2. 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 Points 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 us from any and all claims, actions, causes of action, counterclaims, defenses or other claims whatsoever with respect to the Points or the closure of the Card Account.

8.3. Separation or Divorce – Points are not divisible in the case of separation or divorce.

8.4. **Transferring Points** – Points are not transferable from your Card Account to another cardholder's account. However, if you have more than one eligible Card Account in your name, you may combine the accumulated points. If your Card has been lost or stolen, applicable points will be automatically transferred to your new ATB Gold My Rewards MasterCard account.

8.5. **Conversion of Points** – If you are enrolled in a different rewards program offered by us (the "**Other Program**"), if we permit, you may convert any points earned (but not redeemed) under that 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 Points 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 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; and
- (e) conversion of Points from the Other Program to this Program shall constitute redemption of those Points for the Other Program.

9. DEFINITIONS

9.1. **Changes to Program/Rewards** – We reserve the right to change any of the rules, regulations, terms, conditions, merchandise and travel Rewards, level of Points (and cash, if applicable) required to obtain Rewards, suppliers of Rewards 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.

9.2. Termination of Program:

- 9.2.1. **Changes to Program/Rewards** – We reserve the right to terminate or suspend the Program and cancel any earned Points without prior notice at any time. In such case, Points may only be redeemed by you within 60 days after the termination date of the Program and provided the Card Account has remained in Good Standing. All Points which have not been redeemed within this time period will be automatically cancelled without notice to you.
- 9.2.2. **Termination of Program for Cause** – We may, with or without notice, suspend or cancel your membership in the Program, close the Card Account and cancel any earned Points (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 Points are cancelled, they may not be subsequently redeemed, transferred or converted.

9.3. **Limitation of Liability** – We are not liable for any losses, damages, illnesses, injuries, accidents, delays or other troubles that occur to you during a travel Reward trip or while using or installing any of the offered Rewards. All travel and merchandise suppliers are selected based on their reputation and commitment to provide quality service. However, we do not accept responsibility for the failure of any supplier to provide a Reward as described. Every effort will be made to replace an item ordered by another of equal value, or to credit the Points and amount charged to your Card, if applicable. We will not assume any responsibility for the costs you may incur relative to a merchandise or travel Reward. This section on limitation of liability will survive termination of your participation in the Program.

9.4. **Representations** – We make no representations or warranties with respect to the value, quality or fitness of the Rewards.

9.5. **Waiver** – If we fail to exercise, or delay in exercising, any or 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.

9.6. **Interpretation** – Any disputes or disagreement regarding the Program and the interpretation of these terms and conditions will be resolved by us in our sole discretion.

9.7. **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.

9.8. **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.

9.9. **How to Reach Us** – You may contact us daily at the ATB Financial My Rewards Service Centre daily toll free at 1-800-949-0820.

10. DEFINITIONS

In these terms and conditions, the words:

“**ATB**” means Alberta Treasury Branches, operating as ATB Financial;

“**Card**” means the ATB Gold My Rewards Financial MasterCard (Points Option) 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 Gold My Rewards MasterCard account (Points Option) 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