

Terms and Conditions



1. REWARD PROGRAM

These terms and conditions apply to the ATB Financial Alberta Gold Business Rewards BusinessCard® and the Alberta Gold Ag-Rewards BusinessCard® 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® Business 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 a Card is used or accepted or you otherwise participate in the Program, 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 My Business Rewards Points (the "Points") will be awarded to the Card Account on the terms and conditions set forth in this agreement. Points cannot be exchanged for cash or used in partial or total payment of the Card Account.

4.2. **Cardholders** - There is only one set of Points for each Card Account, regardless of the number of Cards issued. All Cards are eligible to earn Points, however earned Points will only be recorded in the Card Account, regardless of which Cardholder earned those Points. Cardholders are not considered participants in the Program because their Cards are issued on the Card Account. Cardholders do not have any rights against us, our affiliates and subsidiaries in respect of the Program or Points.

4.3. **Earning Points** - During the operation of the Program, Points are awarded for Net Purchases of goods and services charged to the Card Account by you or any Cardholder provided your Card Account is in Good Standing at the time the purchase is posted to your Card Account. Points cannot be earned after the date the Card Account is closed or the date the Program is terminated. Points will not be earned for transactions that have not been posted to the Card Account.

4.4. **Calculation of Points** - Subject to these terms and conditions, Points may be earned as follows:

- 1.5 Points will be awarded for every \$1.00 in Net Purchases charged to the Card Account;
- Points will be rounded down to the nearest whole number (i.e. round 23.456 points to 23 points).

4.5. **Posting/Adjusting Points** - Points will be added to the Card Account within a reasonable period of time after a debit transaction has been posted to the Card Account. Points will be deducted or adjusted from the Card Account when a credit transaction is posted to the 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.

4.6. **Points Balance** - The monthly Statement will show the Points balance from the last Statement, the number of Points earned, exchanged for Rewards or adjusted during the Statement period, as well as the new Points balance. This information can also be obtained by contacting the ATB Financial My Rewards Service Centre.

4.7. **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 us as required, we are entitled to treat the Statement as complete, correct and binding on you and we will be released from all claims by you or the Business with respect to that Points Statement.

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

5. REDEEMING POINTS - GENERAL

5.1. **Who can Redeem Points** - Subject to the terms herein, only the Owner may redeem Points even if the Business, a Cardholder or another person or entity has paid any Program fees or used their Card to earn the Points, even if the Card Account is in their name. Neither:

- the Business in whose name the Card Account is opened, nor
- any Cardholder (who is not also an Owner)

is considered a participant in the Program and we have no obligation to any or each of them in respect of the Program or Points.

5.2. **Multiple Owners** - If there is more than one Owner, any one Owner may redeem the Points and by doing so, will be deemed to be acting as agent and on behalf, and with full authority, of all Owners. If we permit, the Owner can designate another person to redeem Points and provide instructions on their behalf.

5.3. **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 (regardless of whether that person is a Cardholder, the Business or the Owner), and even if the Points are redeemed for the benefit of that person, a Cardholder or others.** 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 against us with respect to the use of that Password.

5.4. **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.

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

5.6. **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.atb.com or www.atbmybusinessrewards.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.

5.7. **Choosing Rewards** - You must accumulate the required number of Points for the Reward you choose at the time of your request for redemption or supplement with cash. 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.

5.8. **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 the Card Account, if applicable, will be credited to the 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 Financial 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 the Card Account, if applicable, will be credited to the 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 the brochures, on the internet at www.atb.com, www.atbmybusinessrewards.com or the ATB My Rewards Service Centre. You can redeem Points for travel Rewards by using Points only, Points plus a charge to the Card Account or by charging the total amount to the 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 only (in such case, it added to 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. We assume 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 us 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. We are 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. We are 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 or the Business 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 or the Business, 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 Cardholder** - If we receive verification of the death of an Owner, the Card Account will be closed and the accumulated Points will be available for redemption:

8.2.1. for Card Accounts with only one Owner, by the Owner's estate for up to 60 days after the closure of the Card Account; and

8.2.2. For the Card Account with more than one Owner, by the remaining Owners within 60 days of the closure of the Card Account.

In either case, 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. The deceased Owner's estate and his or her administrators or executors waive 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 or Encumbering Reward Points** – Points are not transferable from your Card Account to another cardholder's account. If your Card has been lost or stolen, applicable Points will be automatically transferred to your new Owner, Business or MasterCard card account. Points do not constitute property of the Cardholder and cannot be encumbered in any way.

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

9. GENERAL

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

9.2.1. **Termination of Program** - 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 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. In no circumstances will we be liable or responsible for, and you release us from, any loss or damage suffered by you or others that is due (either directly or indirectly) to:

- 9.3.1. failure by us to provide one or more Statements;
- 9.3.2. any misdirected, lost or delayed mail resulting from the failure by you to notify us of your current address;
- 9.3.3. errors or omissions in the Rewards catalogue;
- 9.3.4. redemption of Points, whether by yourself, a Cardholder or any other person;
- 9.3.5. loss, theft or damage to, a Reward;
- 9.3.6. suspension or termination of the Program for any reason;
- 9.3.7. cancellation of your membership in the Program;

- 9.3.8. cancellation or invalidation of any Points;
- 9.3.9. closure of the Card Account;
- 9.3.10. performance or action of a supplier or failure of any supplier to provide a Reward as described;
- 9.3.11. any costs you may incur relative to a merchandise or travel Reward; and
- 9.3.12. unauthorized use of the Password.

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 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.

9.6. **Communication** - We may communicate with you electronically and any agreement we make with you in such manner will be considered to be "in writing," signed and delivered for all purposes.

9.7. **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.

9.8. **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.

9.9. **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.

9.10. **How to Reach Us** - You may contact us daily at the ATB My Rewards Service Centre toll free at **1-800-949-0820** or at www.atbmybusinessrewards.com.

10. DEFINITIONS

In these terms and conditions, the words:

"**Application**" means the application request you made for the Card Account and Card;

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

"**Business**" means the person or entity in whose name the Card Account is opened;

"**Card**" means each ATB Financial MasterCard that is issued on the Card Account and that is eligible to participate in the Program as designated by us from time to time and includes the ATB Financial Alberta Gold Rewards BusinessCard® and the ATB Financial Alberta Gold Ag-Rewards BusinessCard® and any additional or replacement of such cards which may be issued from time to time;

"**Cardholder**" means each person to whom we issue a Card to and whose name is embossed on a Card;

"**Cardholder Account**" means each sub-account of the Card Account we have opened for each Cardholder who has been, or will be, issued a Card;

"**Card Account**" means the account we have opened in the Business' name;

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

"**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;

"**Owner**" means the Owner, or each Owner if more than one, who has submitted an Application as an Owner;

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

"**You**," "**your**," and "**yours**" means the Owner.

ATB Financial®