

MYHUSKY REWARDS MASTERCARD®

TERMS AND CONDITIONS



Effective March 1, 2009

1. REWARD PROGRAM

These terms and conditions apply to the myHusky Rewards MasterCard Rewards Program (the “**Program**”) associated with the Card Account that allows you to earn reward dollars (“**myHusky Reward Dollars**”) to be redeemed under the Program. These terms replace all prior terms and conditions with respect to the Program.

Capitalized terms used herein, unless otherwise defined, are given their respective meanings in the Definition Section 8 herein.

2. ACCEPTANCE OF TERMS

If you activate, sign, use or accept your Card, this means that you have received, reviewed and agree to these terms and conditions. Notwithstanding any other provision in these terms and conditions, posting of the current version of these terms and conditions at www.atb.com shall be deemed to be notice to you, where notice is required to be given to you.

3. ELIGIBILITY

The Program is automatically available to you so long as the Card Account is in Good Standing. You are not eligible to participate in the Program if you use the Card for business purposes. While you are responsible for any fees, interest and other charges applicable to your Card, the Program is offered at no extra cost and is in addition to the other benefits reserved for Cardholders. While all Cards are automatically included in the Program, for the purpose of earning myHusky Reward Dollars, myHusky Reward Dollars are solely for the benefit of the Primary Cardholder(s). Authorized Users are not participants in the Program and have no rights against ATB under these terms and conditions.

4. REWARD DOLLARS

4.1. **Reward Dollars** – Reward Dollars - myHusky Reward Dollars will be awarded to your Card Account on the terms and conditions set forth herein. There is only one set of myHusky Reward Dollars for each Card Account, regardless of the number of Cards issued. myHusky Reward Dollars have no cash value and do not constitute your property for any purpose. myHusky Reward Dollars may only be redeemed as set out in Section 5 herein.

4.2. **Earning myHusky Reward Dollars** – During the operation of the Program, myHusky Reward Dollars will be awarded to your Card Account 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 charged to the Card Account; and
- Excludes Cash Advances, miscellaneous credit adjustments, annual membership fees, interest charges and administrative/service charges.

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

4.3. **Calculating Reward Dollars** – Unless we advise you otherwise, you will earn myHusky Reward Dollars calculated at the rate of:

- 4.3.1. 2.00% for every \$1.00 in Husky Purchases posted to your Card Account; and
- 4.3.2. 1.00% for every \$1.00 in Net Purchases excluding Husky Purchases, posted to your Card Account.

myHusky Reward Dollars will be rounded down to the nearest whole number (i.e. round 23.456 Reward Dollars to 23 Reward Dollars). We reserve the right to determine which Net Purchases qualify for myHusky Reward Dollars and at what applicable rate.

4.4. **Posting/Adjusting myHusky Reward Dollars** – myHusky Reward Dollars will be posted to your Card Account and will be reflected on your Statement within a reasonable period of time after an eligible transaction has been posted to your Card Account. myHusky Reward Dollars will be deducted or adjusted from your Card Account:

- 4.4.1. When a credit transaction is posted to your Card Account for returned merchandise or adjustments are made for previously billed charges;
- 4.4.2. Based upon the appropriate earn rate at the time of calculation even though the return or adjustment may relate to Purchases that earned myHusky Reward Dollars at a different rate;
- 4.4.3. From future issued myHusky Reward Dollars for returns and adjustments which are not fully offset by myHusky Reward Dollars earned; and
- 4.4.4. When redeemed for Rewards in accordance with section 5.1 herein.

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

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

4.7. **myHusky 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 myHusky Reward Dollars and Rewards redeemed or received. Our records of your myHusky Reward Dollars and Rewards redeemed or received will be final, conclusive and binding on you.

5. REDEMPTION OF MYHUSKY REWARD DOLLARS

5.1. **How myHusky Reward Dollars are Redeemed** – Provided your Card Account is in Good Standing, during the operation of the Program, for every \$25.00 in myHusky Reward Dollars you accumulate, we will automatically debit the corresponding amount of myHusky Reward Dollars from your Card Account in \$25.00 increments and issue you the corresponding amount of Rewards. If your myHusky Reward Dollars balance is less than \$25.00, Rewards will not be issued to you until such time as you accumulate a minimum of \$25.00 myHusky Reward Dollars and provided your Card Account remains in Good Standing. For example:

myHusky Reward Dollars previous balance as at the Statement Date	Amount of myHusky Reward Dollars debited from your Card Account on that Statement	Amount of Rewards issued	myHusky Reward Dollars new balance on that Statement
\$24.99	\$0.00	\$0.00	\$24.99
\$25.00	\$25.00	\$25.00	\$0.00
\$48.00	\$25.00	\$25.00	\$23.00
\$50.00	\$50.00	\$50.00	\$0.00

5.2. **Delivery of Rewards** – Within a reasonable period of time following redemption of myHusky Reward Dollars in accordance with section 5.1, Rewards will be issued by mail to the address of the Primary Cardholder(s) identified on the Card Account on our records at the time the Rewards are redeemed.

5.3. **Taxes** – You are responsible for declaring the total value of myHusky Reward Dollars and Rewards received to the appropriate tax authorities, if and as required by applicable law. Any personal, federal or provincial income tax liability arising from the accumulation of myHusky Reward Dollars and the payment of the Rewards is your sole responsibility and we are released of all liabilities in this regard. We do not issue tax receipts.

5.4. **Use of Rewards** – The use and acceptance of Rewards may be subject to certain terms and conditions set by Husky from time to time. We are not responsible for the failure of Husky or its merchants to honour or accept Rewards for any reason, including the insolvency or bankruptcy of that merchant or Husky.

5.5. **Husky Merchants** – We do not determine, nor are we responsible for, whether Husky has correctly identified which merchants qualify as Husky Merchants nor whether Husky has advised us of all Husky Merchants. We are not liable to you if a merchant does not qualify as a Husky Merchant.

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 (other than if your Card Account is closed in accordance with Section 6.2 herein), all accumulated myHusky Reward Dollars will be automatically cancelled without any compensation or notice to you and may not be subsequently redeemed, cancelled or converted.

6.2. **Death of Cardholder** – If we receive verification of your death.

- (a)) If there is only one Primary Cardholder on the Card Account, the Card Account will be closed, the accumulated myHusky Reward Dollars will be converted to Rewards in accordance with section 5.1 herein. If the balance of the myHusky Reward Dollars (including after such conversion) is less than \$25.00, such balance will be cancelled without any compensation or notice to you;
- (b)) If there is more than one Primary Cardholder on the Card Account, the remaining Primary Cardholder(s) can request either that: (i) the Card Account be closed and the accumulated myHusky Reward Dollars be transferred to a new myHusky Rewards MasterCard Card Account in their name; or (ii) the Card Account remain open and the deceased Primary Cardholder's name be removed from the Card Account.

In either case, the deceased Primary 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 myHusky Reward Dollars or the closure of the Card Account

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

6.4. **Transferring or Encumbering Reward Dollars** – myHusky Reward Dollars are not transferable from your Card Account to another cardholder's account. If your Card has been lost or stolen, applicable myHusky Reward Dollars will be automatically transferred to your new myHusky Rewards MasterCard Card Account. myHusky Reward Dollars do not constitute property of the Cardholder and cannot be encumbered in any way.

6.5 **Conversion of Rewards** – If you are enrolled in a different rewards program offered by us (the “**Other Program**”), if we permit, in sole discretion, you may convert any rewards 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 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; and
- (e) 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 and terms and conditions of the Program, in whole or in part, from time to time, with or without notice, including but not limited to, the formula upon which myHusky Reward Dollars are earned or calculated, the amount of myHusky Reward Dollars required to be redeemed for any Rewards and the type of Rewards.

7.2. **Termination of Program:**

7.2.1. **Termination of Program** - We reserve the right to terminate or suspend the Program at any time. In such case, provided the Card Account is in Good Standing, at our option within 60 days of the termination date of the Program, the accumulated myHusky Reward Dollars will be converted in accordance with Section 5.1 herein, and if applicable, Rewards will be issued to you. In such case, the amount of the Rewards (if any) issued to you will be based upon the current myHusky Reward Dollars balance up to, and including, the program termination date. All myHusky Reward Dollars which have not been redeemed or credited within this time period will be automatically cancelled without notice or compensation to you and may not be subsequently redeemed, transferred or converted.

7.2.2. **Termination of your Program for Cause** - We may, with or without notice, suspend or terminate your participation in the Program and cancel any accumulated myHusky 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 myHusky 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 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.

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** -Your request for or use of ATB products and or services is your acknowledgement ATB will collect, use and disclose your Personal Information in accordance with ATB’s Collection, Use and Disclosure Statement (**Privacy Statement**), which we provide to you. Details of ATB’s commitment to protecting our customers’ privacy are set out in ATB’s Privacy Code. A copy of ATB’s Privacy Statement and Privacy Code can be obtained at www.atb.com, from an ATB branch, or by calling 1-877-541-4563. You acknowledge that we may disclose to an Authorized User information about transactions made by such Authorized User without prior notice to you.

7.6. **Effective Date** – These terms and conditions are current as of the effective date noted hereon and are subject to change. You may always view the current terms and conditions by visiting www.atb.com or any of our branches or contact us at the number below.

7.7. **How to Reach Us** - You may contact us from 7:00 a.m. to 11:00 p.m. daily, Mountain Standard Time (except for December 25th and January 1st) at the ATB Financial MasterCard Service Centre toll free at 1-877-541-4563.

8. DEFINITIONS

In these terms and conditions, the words:

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

“**Authorized User(s)**” means a person to whom a Card has been issued under the Card Account at the request or authorization of a Primary Cardholder;

“**Card(s)**” means the myHusky Rewards MasterCard and any additional or replacement Cards which may be issued to you from time to time, including without limitation, any device deemed to be a myHusky Rewards MasterCard, which you can use to incur charges on your Card Account;

“**Card Account**” means the myHusky Rewards MasterCard account we have opened for and in the name of the Primary Cardholder(s);

“**Cardholder(s)**” means each Primary Cardholder(s) and each Authorized User(s);

“**Cash Advance**” means an advance of cash (if authorized) obtained through the use of, or in connection with, a Card or a cheque, including cash withdrawals from an automated banking machine, cash like transactions such as balance transfers, money orders, wire transfers, traveler’s cheques and gambling transactions (including betting, off track betting, race track wagers, casino gaming chips, lottery tickets);

“Good Standing” means your Card Account is not overdrawn or a Cardholder is not in default in any of the terms and conditions of the myHusky Rewards MasterCard Personal Cardholder Agreement;

“Husky” means Husky Oil Limited and its affiliates;

“Husky Merchants” means those Husky and Mohawk retail gas and convenience stores which Husky has provided to ATB a card acceptor identification number in respect of;

“Husky Purchases” means Net Purchases made at merchants which qualify as Husky Merchants;

“Primary Cardholder” means each person who has applied for the Card, who is liable to repay the debt and whose name the Card Account has been opened;

“Purchases” means goods or services (or both) obtained by a Cardholder(s) from any merchant honouring the Card;

“Rewards” means either Husky branded gift cards or gift certificates, as determined by ATB in its sole discretion, that may be provided to you on redemption of myHusky Reward Dollars and which are redeemable for merchandise or services at certain Husky or Mohawk retail locations in Canada;

“Statement” means the periodic billing statement we may issue to you for the Card Account;

“Statement Date” means the statement date identified as such on a Statement;

“We,” “our” and **“us”** refer to ATB;

“You,” “your” and **“yours”** means the Primary Cardholder(s)

