

ATB FINANCIAL CASH REWARDS PROGRAM®

TERMS AND CONDITIONS



Effective September 1, 2012

1. REWARD PROGRAM

These terms and conditions apply to the ATB Financial Cash Rewards Program (the "**Program**") associated with the Card Account that allows you to earn a cash rebate 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 Definitions 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 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, 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 the Cash Rebate (as defined below), the Cash Rebate is solely intended 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.

If you have an ATB Platinum Cash Rewards® World MasterCard™ account, the program requires a minimum annual individual income of \$60,000 or household income of \$100,000 for both cardholders. Minimum annual spend of \$15,000 may be used as a substitute for income requirements. ATB reserves the right to change your account type if the account requirements are not met.

4. THE CASH REBATE

4.1. **The Cash Rebate** – A Cash Rebate (the "**Cash Rebate**") will be awarded to you on the terms and conditions set forth in this document. There is only one Cash Rebate for each Card Account, regardless of the number of Cards issued. Unless and until the Cash Rebate is paid in accordance with Section 5 Payment/Crediting the Cash Rebate, the Cash Rebate has no cash value and does not constitute your property for any purpose.

4.2. **Annual Period** – The Program is an annual program. You may accumulate the Cash Rebate 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 the Cash Rebate if your Card Account was opened after January.

4.3. **Maximum Cash Rebate** – During the operation of the Program, if you have an *ATB Platinum Cash Rewards® World MasterCard™* Card Account you may earn a maximum Cash Rebate of \$3,000.00 per Annual Period (the "**Maximum Cash Rebate**").

4.4. **Earning The Cash Rebate** – During the operation of the Program, the Cash Rebate 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, "**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, payments and Purchases made after the Maximum Cash Rebate has been accumulated.

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

4.5. **Calculating The Cash Rebate** – Unless we advise you otherwise, the Cash Rebate will be calculated as follows:

(a) If you have an *ATB Platinum Cash Rewards® World MasterCard™* Card Account:

(i) 3.00% Cash Rebate for every \$1.00 of Everyday Purchases posted to your Card Account during the Annual Period.

"Everyday Purchases" means Net Purchases made at merchants:

(A) which are physically located in Canada; and

(B) with MasterCard® merchant category codes identified as stand-alone supermarkets, gas stations, drugs stores and home improvement stores.

Even though some merchants may sell these categories of goods, they may not necessarily qualify for the applicable merchant codes with MasterCard and therefore do not necessarily qualify for the 3.00% Cash Rebate. ATB cannot guarantee any merchant or any merchant located within another will be coded with the applicable category.

(ii) 1.00% Cash Rebate for every \$1.00 in Net Purchases, excluding Everyday Purchases, posted to your Card Account during the Annual Period.

(b) If you have an *ATB Gold Cash Rewards®* Card Account, 1.00% Cash Rebate for every \$1.00 in Net Purchases posted to your Card Account during the Annual Period.

For the purposes of calculating the Cash Rebate, Net Purchases will be rounded down to the nearest whole number.

4.6. Posting/Adjusting The Cash Rebate – The Cash Rebate 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. The Cash Rebate will be deducted or adjusted from your Card Account:

4.6.1. when a credit transaction is posted to your Card Account for returned merchandise or adjustments are made for previously billed charges;

4.6.2. based upon the appropriate earn rate at the time of calculation, even though the return or adjustment may relate to Purchases that earned Cash Rebate at a different rate;

4.6.3. from future Cash Rebate for returns and adjustments which are not fully offset by Cash Rebate earned; and

4.6.4. when the Cash Rebate is paid or credited as set out in Section 5 Payments/Crediting the Cash Rebate.

4.7. The Cash Rebate Balance – Your monthly Statement will show your Cash Rebate balance from the last Statement, the amount of the Cash Rebate earned or adjusted during the period covered by that Statement, as well as your new Cash Rebate balance. You can also obtain this information by contacting us toll free at 1-888-282-5678.

4.8. The Cash Rebate Verification – You are required to verify the amount of the Cash Rebate on each Statement. If you find any errors or omissions, or have any objections to the amount or calculation of the Cash Rebate 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 Statement as correct and binding on you, and we will be released from all claims by you with respect to such Statement.

4.9. The Cash Rebate Records – We may use a microfilm, electronic or other reproduction of any Statement or other document to establish the amount of the Cash Rebate and the amount of any Cash Rebate received. Our records of the amount of the Cash Rebate and amount of the Cash Rebate received will be final, conclusive and binding on you.

5. PAYMENT/CREDITING THE CASH REBATE

5.1. When the Cash Rebate Is Paid - Provided your Card Account is in Good Standing, the Cash Rebate 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 Cash Rebate – If there is more than one Primary Cardholder, the Cash Rebate will be payable to all Primary Cardholders on the Card Account at the time the Cash Rebate is either credited to your Card Account or paid by Cheque (as the case may be).

5.3. How the Amount of the Cash Rebate is Determined – The amount of the Cash Rebate will be based upon the amount of the Cash Rebate accumulated as shown on your previous December Statement (and not based upon the last day of the calendar year). Once the Cash Rebate is posted to your Card Account or otherwise paid to you, the Cash Rebate balance will reset to zero (unless the Cash Rebate balance is negative, in which case the negative balance will carry over to the next Annual Period) 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 the Cash Rebate 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 the Cash Rebate 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 (other than if your Card Account is closed in accordance with Section 6.2 herein), cancelled your Card Account, the accumulated Cash Rebate will be automatically cancelled without any compensation or notice to you and may not be subsequently redeemed, transferred or converted.

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

- (a) If there is only one Primary Cardholder on the Card Account, the Card Account will be closed, the accumulated Cash Rebate will be credited to any outstanding balance on the Card Account and any remaining Cash Rebate 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 Cardholders can request either that: (i) the Card Account be closed and the accumulated Cash Rebate be transferred to a new ATB Financial 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 Cash Rebate or the closure of the Card Account.

6.3. **Separation or Divorce** – The Cash Rebate is not divisible in the case of separation or divorce.

6.4. **Transferring or Encumbering the Cash Rebate** – The Cash Rebate is not transferable from your Card Account to another cardholder's account. If your Card has been lost or stolen, the applicable Cash Rebate will be automatically transferred to your new *ATB Platinum Cash Rewards® World MasterCard™* or *ATB Gold Cash Rewards MasterCard* card account (as applicable). The Cash Rebate does 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**"), and if we permit in our sole discretion, 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 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 the Cash Rebate is earned or calculated and applicable merchant types and categories.

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 Cash Rebate. In either case, the amount of the Cash Rebate will be based upon the accumulated Cash Rebate balance up to, and including, the termination or suspension date.

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 accumulated Cash Rebate (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 the Cash Rebate is cancelled, it may not be subsequently paid, 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. **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.

7.5. **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.

7.6. **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 1-888-282-5678. You acknowledge that we may disclose to an Authorized User information about transactions made by such Authorized User without prior notice to you.

7.7. **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;

"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" means the *ATB Platinum Cash Rewards® World MasterCard™* or *ATB Gold Cash 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 Card, which you can use to make charges on your Card Account;

"Card Account" means the *ATB Platinum Cash Rewards® World MasterCard™* or *ATB Gold Cash 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 you are not in default in any of the terms and conditions of the ATB Financial MasterCard Personal Cardholder Agreement;

"Primary Cardholder" means each person who has applied for the Card, who is liable to repay the debt and in 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;

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

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

"You", "your" and "yours" mean the Primary Cardholder(s).



ATB Financial™