

myHusky Rewards MasterCard® Terms and Conditions



Effective August 7, 2012

1. REWARD PROGRAM

These terms and conditions apply to the myHusky Rewards MasterCard and are in addition to the terms contained in the ATB Financial MasterCard Personal Cardholder Agreement. These terms and conditions are also in addition to terms and conditions applicable to the myHusky Rewards™ loyalty program offered by Husky ("Husky Program") that you receive when you sign up for a Husky Program account. Husky Program terms and conditions may be accessed at www.myhuskyrewards.ca or at participating Husky Merchants.

Capitalized terms used herein, unless otherwise defined, are given their respective meanings in the Definitions Section 6 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/myHusky shall be deemed to be notice to you, where notice is required to be given to you.

3. REWARD POINTS

3.1. Earning myHusky Rewards Points - You will accumulate Points 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.

Points do not accumulate after the date your Card Account is closed or after the date our participation in the Husky Program is terminated or after the date the Husky Program is terminated. You will not accumulate Points for transactions that have not been posted to your Card Account or if you use the Card for business purposes.

3.2. Calculating myHusky Rewards Points - Unless we advise you otherwise, for each Statement Period you will accumulate Points calculated at the rate of:

- 3.2.1. 2 Points for every \$1.00 in Net Husky Purchases posted to your Card Account; and
- 3.2.2. 1 Point for every \$1.00 in Net Purchases excluding Husky Purchases, posted to your Card Account.

Points will be rounded down to the nearest whole number (e.g. if during a Statement Period you make Net Purchases of \$32.15 in Husky Purchases and \$275.10 elsewhere, then for that Statement Period you will have accumulated 339 Points – (64.3+275.10) 339.4 rounds down to 339 Points). We reserve the right to determine which Net Purchases qualify for points and at what applicable rate. We may also from time to time offer bonus Points or offer Points at a bonus rate and we will advise you of how to participate in those offers and when those offers start and end.

3.3. Adjusting myHusky Rewards Points - Points will be deducted or adjusted from the accumulation on your Card Account:

- 3.3.1. When a credit transaction is posted to your Card Account for returned merchandise or adjustments are made for previously billed charges;
- 3.3.2. 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; and
- 3.3.3. From future issued Points for returns and adjustments which are not fully offset by Points earned.

You agree that we can make any such deductions or adjustments at any time.

3.4. myHusky Rewards Points Balance - Your monthly Statement will show the number of Points that you have accumulated during the Statement Period indicated on that Statement. If you find any errors or omissions, or have any objections to the amount or calculation of Points on a Statement, you must notify us in writing within 30 days from the date of the applicable Statement, otherwise we are entitled to treat the number of Points accumulated on the Statement as correct and binding on you.

3.5. Crediting your myHusky Rewards account - Except when your Card Account is not in Good Standing, the Points accumulated during a Statement Period will automatically be transferred on the date of your Statement and will be credited to your Husky Program account provided you have advised us of your Husky Program account number. If your Card Account is not in Good Standing on the applicable Statement date, then any Points accumulated during the Statement Period will be forfeited. It may take a few days for the Points to be credited to your Husky Program account after the date we transfer the Points. You must enroll in the Husky Program and provide us with your account number within 30 days of first accumulating Points on your Card Account or the Points may be forfeited.

4. REWARDS PROGRAM

4.1. You acknowledge that we are a participant in the Husky Program and therefore we are not responsible for:

- 4.1.1. the redemption of Points or for any issues relating to your Husky Program account;
- 4.1.2. failure of Husky or anyone else to provide goods or services, or any loss or damage suffered as a result of goods or services supplied or requested in connection with the Husky Program;
- 4.1.3. any tax liability that may arise due to the issue or redemption of Points;
- 4.1.4. your failure to enroll in the Husky Program, any delay in your enrollment in the Husky Program for whatever reason or you providing us with an incorrect Husky Program account number or related account information; and
- 4.1.5. Husky's termination, amendments to or non-renewal of the Husky Program.

4.2. You acknowledge that Husky may terminate the Husky Program in accordance with the Husky Program terms and conditions and unless we advise you otherwise the accumulation of Points on your Card Account will stop on the same day as the Husky Program terminates.

5. GENERAL

5.1. **Changes/Termination** - We reserve the right to do any one or more of the following:

- 5.1.1. change these terms and conditions, in whole or in part, from time to time, with or without notice, including but not limited to, the formula upon which Points accumulate on your Card Account;
- 5.1.2. terminate or suspend our participation in the Husky Program at any time with or without notice to you; and
- 5.1.3. suspend or terminate accumulation of Points on your Card Account at any time with or without notice to you, and cancel any accumulated Points (without compensation to you) in the event of: (a) fraud or abuse by you, (b) failure by you to follow these terms and conditions, or (c) your bankruptcy. Once Points accumulated on your Card Account are cancelled they may not be subsequently redeemed, transferred or converted.

5.2. **Card Account Closure** - If you choose to close your Card Account or if we have, for any reason, cancelled your Card Account, all accumulated Points will be automatically cancelled without any compensation or notice to you and may not be subsequently redeemed, cancelled or converted.

5.3. **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.

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

5.5. **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.

5.6. **Use of Personal Information** - You authorize us to disclose personal information about you and your Card Account to Husky and its service providers for the purposes of confirming your Husky Program account information and enrollment, and administering your participation in the Husky Program through us. 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.

5.7. **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/myHusky or any of our branches or contact us at the number below. These terms and conditions replace any prior terms and conditions, except for any terms and conditions contained in the ATB Financial MasterCard Personal Cardholder Agreement.

5.8. **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.

6. 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 ATB Financial MasterCard Personal Cardholder Agreement;

"**Husky**" means Husky Oil Limited and its affiliates;

"**Husky Merchants**" means those Husky and Mohawk branded retail gas and convenience stores for which Husky has provided to ATB a card acceptor identification;

"**Husky Purchases**" means Net Purchases made at Husky Merchants;

"**Points**" means points that Husky issues pursuant to the Husky Program;

"**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;

"**Statement Period**" means, for a particular Statement, the period ending on the Statement date shown on that Statement and beginning the day after the Statement date shown on the previous Statement;

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

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



ATB Financial™