

# ATB FINANCIAL BUSINESS REWARDS TERMS AND CONDITIONS

Effective April 1, 2017



## 1. REWARD PROGRAM

These terms and conditions apply to the ATB Financial Business Rewards BusinessCard® Program (the “**Program**”) associated with the Card Account that allows you to earn and redeem points for select merchandise (including gift cards and charitable donation cards), travel and other rewards (such as credits to the Card Account) 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.

Capitalized terms used herein, unless otherwise defined, are given the respective meanings in the Definitions Section 10 herein.

## 2. ACCEPTANCE OF TERMS

If you activate, sign, use or accept your Card, this means that you have received, reviewed and agreed to these terms and conditions. Notwithstanding any other provision in these terms and conditions, posting of the current version of these terms and conditions on atb.com shall be deemed 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. 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. While all Cards are automatically included in the Program, Points will only be recorded in the Card Account, regardless of which Cardholder earned those Points. Cardholders (that are not Owners) are not participants in the Program, and do not have any rights against us under these terms and conditions.

## 4. POINTS

- 4.1. Points** – The Program is based on a points system. ATB Financial Business Rewards Points (the “**Points**”) will be awarded to the Card Account on the terms and conditions set forth in this agreement. Points have no cash value and do not constitute your property for any purpose. 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 Net Purchases of goods and services charged to the Card Account 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.
- 4.3. Calculating Points** – Unless we advise otherwise, you will earn Points at a rate of 1.5 Points for every \$1.00 in Net Purchases posted to the Card Account. Points will be rounded down to the nearest whole number (i.e. round 23.456 points to 23 points). We reserve the right to determine which Net Purchases qualify for Points.
- 4.4. 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;
  - 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;
  - From future issued Points for returns and adjustments which are not fully offset by Points earned; and
  - When redeemed for Rewards in accordance with Sections 5, 6 and 7 herein.
- 4.5. Points Balance** – The monthly Statement will show the Points balance from the last Statement, the number of Points earned or adjusted during the Statement period, the number of Points redeemed 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.
- 4.6. 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 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.
- 4.7. Points and Rewards Records** – We may use a microfilm, electronic or other reproduction of any Statement or other document to establish the amount of 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 or a person designated by any Owner may redeem Points.
- 5.2. Multiple Owners** – If there is more than one Owner, any one Owner may redeem Points or designate another person to redeem Points and, by doing so, will be deemed to be acting as agent and on behalf, and with full authority, of all Owners.
- 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 assert 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 Website** – All merchandise items (including gift cards and charitable donation cards) and travel available as Rewards through the Program are described or are otherwise set out on [atbmybusinessrewards.com](http://atbmybusinessrewards.com) or such other website as we may designate (the “**Site**”). In addition to merchandise and travel Rewards, Points may be redeemed through the Site for a credit to the Card Account. If the Card Account is in Good Standing at the time of the request, then we will credit the Card Account as follows:

- Points that have accumulated in your Card Account to the date the request is received will be redeemed in 150 Point increments at the rate of 150 Points for each \$1.00 of credit;
- The redemption request must be for a whole dollar amount and for no less than \$25.00; and
- The credit to the Card Account will occur within 3 business days of the request.

**The credit to the Card Account will not apply towards the payment of the minimum balance due on the Card Account.** The redemption of Points for a credit to the Card Account is final and will not be cancelled or reversed.

**5.7. Choosing Rewards** – You must accumulate the required number of Points for the Reward chosen at the time of the redemption request. The number of Points required for each Reward is set out on the Site. Rewards can be acquired by redeeming Points only, by redeeming Points plus a charge to the Card Account, or by charging the total amount to the Card Account. Unless otherwise indicated, 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 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 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 on the Site 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 on the Site or 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. ATB Travel Redemption** – You can redeem Points for travel rewards from authorized ATB travel suppliers (“ATB Travel Redemption”). The number of Points required for an ATB Travel Redemption is set out on the ATB My Rewards Travel Service Centre. A handling charge will be assessed for all travel Rewards. For ATB Travel Redemption booked on the phone, a handling charge of \$25 will apply. For ATB Travel Redemption booked online, any handling fee will be disclosed to you with the price and applicable taxes and fees. The handling charge can be paid by redeeming 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), by redeeming 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 Points at a rate of conversion as determined by us in our sole discretion. The handling charge is subject to GST.

**7.2. 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. Reservations completed online will be confirmed with you by email at the email address you provide.

**7.3. Travel Availability** – All travel Rewards found on the Site are subject to availability from the travel suppliers, and subject to their terms and conditions.

**7.4. Ticket Delivery** – If tickets are provided, 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.

**7.5. 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 the reservation for an ATB Travel Redemption is permitted to be cancelled, the number of Points, and the amount paid for the reservation on the Card Account, if applicable, will be credited to the Card Account.

**7.6. 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:

**8.2.1.** if there is only one Owner, the Card Account will be closed and the accumulated Points will be available for redemption by the Owner's estate for up to 60 days after the closure of the Card Account; and

**8.2.2.** If the Card Account has more than one Owner and the Card Account is closed, the Points may be redeemed 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 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 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 the new ATB Rewards BusinessCard Mastercard card account.

**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 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 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, 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, including, but not limited to, the formula upon which Points are earned or calculated.

### 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, provided the Card Account is in Good Standing, at our option, within 60 days of the termination date of the Program the accumulated Points may be redeemed. All Points which have not been redeemed within this time period will be automatically cancelled without notice or compensation to you and may not be subsequently redeemed, transferred or converted.

**9.2.2. Termination for Cause** – We may, with or without notice, suspend or cancel your participation in the Program, and cancel any accumulated 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 the Card Account, 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 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** – 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](http://www.atb.com), from an ATB branch, or by calling 1-888-ATB-5678 (282-5678).

**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](http://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 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 and whose name is embossed on a Card;

“**Card Account**” means the ATB Financial Business Rewards Mastercard 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 Business Mastercard 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, identified as such on each Application for the Card Account. If there are no Owners identified, then the Owner means the Business;

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

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

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

“**You**”, “**your**”, and “**yours**” means the Owner(s).

**ATB**

