

ATB FINANCIAL® MY REWARDS® PROGRAM TERMS AND CONDITIONS



Effective December 20, 2018

1. REWARDS PROGRAM

1.1 General - These terms and conditions apply to the ATB Financial® My Rewards® Program (the “Program”) associated with the Card Account that allows you to earn and redeem points for select merchandise, gift cards, travel, and other ATB Financial® products or to make a payment to your ATB Financial® Mastercard® or select ATB loans under the Program (collectively the “Rewards”). 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 10 herein. All items available as Rewards through the Program are described or otherwise set out on www.atbmyrewards.com, or such other website we designate (the “Site”).

1.2 - How to Contact Us – Throughout these Terms and Conditions, You will be asked to contact us at the ATB Financial® My Rewards® Service Centre to obtain Rewards or if certain circumstances arise. In such cases, You may contact us online at www.atbmyrewards.com. **ATB Financial® Gold My Rewards® Travel Mastercard®** cardholders may also contact us daily at 1.800.949.0820. **ATB Financial® World Elite® Mastercard®** cardholders may also contact us daily at 1.844.949.1112.

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 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 Points (as defined below), Points 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. POINTS

4.1 Points – The Program is based on a points system. Program Points (the “Points”) will be awarded to your Card Account on the terms and conditions set forth in this document and may only be redeemed as set out in Sections 5, 6 and 7 herein. 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 the Net Purchase of goods and services 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 of goods or services charged to the Card Account, but excludes Cash Advances, miscellaneous credit adjustments, all account related fees, interest charges and administrative/service charges. Points cannot be earned after the date your Card Account is closed or the date the Program is terminated whichever occurs first. After this date, you will not earn Points for transactions that have not been posted to your Card Account or for purchases of Rewards charged to your Card Account. We reserve the right to determine which Net Purchases qualify for Points. From time to time, we may offer additional Points, Points-earning accelerators, welcome bonuses or promotional offers (the “Bonus Offers”). Each Bonus Offer will be conditional upon you satisfying the conditions in the applicable Bonus Offer and subject to the terms and conditions of this Agreement and any other terms and conditions associated with the Bonus Offer.

4.3 Calculating Points.

4.3.1 ATB Financial® Gold My Rewards® Travel Mastercard® - Unless we advise you otherwise, you will earn Points at a rate of 10 Points for every \$1.00 in Net Purchases posted to your Card Account. Points will be rounded down to the nearest whole number (i.e. \$23.48 in Net Purchases for which you will earn 230 points). We reserve the right to determine which Net Purchases qualify for Points.

4.3.2 ATB Financial® World Elite® Mastercard® - Unless we advise otherwise, you will earn Points at a rate of 1.5 Points for every \$1.00 in Net Purchases posted to your Card Account. Points will be rounded down to the nearest whole number (i.e. \$23.48 in Net Purchases for which you will earn 35 points).

4.4 Posting/Adjusting Points – Points will be added to your Card Account within a reasonable period of time after a debit transaction has been posted to your Card Account. Points will be deducted or adjusted from your Card Account:

- When a credit transaction is posted to your 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 or adjustments which are not fully offset by Points earned; and
- When redeemed for Rewards in accordance with Section 5, 6, or 7 herein.

4.5 Points Balance – Your monthly Statement will show your Points balance from the last Statement, the number of Points earned or adjusted during that Statement period, the amount of Points redeemed during that Statement period, as well as your new Points balance. You can also obtain this information 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 in a timely manner. If you do not notify ATB as required, we are entitled to treat the Statement as correct and binding on you and you agree in such event to release us from all claims by you with respect to the Points Statement. We reserve the right to make adjustments and correct errors pertaining to your Points at any time in the event that Points have been erroneously earned or credited.

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 your Points and Rewards received. Our records of your Points and Rewards received will be final, conclusive and binding on you.

5. REDEEMING POINTS – GENERAL

5.1 Who Can Redeem Points – Only a Primary Cardholder has the right to redeem Points. If there is more than one Primary Cardholder, any one (1) Primary Cardholder can redeem Points and, by doing so, will be deemed to be acting as agent and on behalf, and with full authority, of all Primary Cardholders. In order to redeem Points, the Program must be active (meaning not cancelled by us) and the Card Account must be in Good Standing.

5.2 Where to Redeem Points - You can redeem Points for any Rewards by contacting us online or by phone at the ATB Financial® My Rewards® Service Centre.

5.3 Confidentiality. Redeeming Points through the Site will require you to provide certain personal information to one or more trusted business partners of ATB. Such personal information is managed carefully by contract and according to applicable privacy legislation and, where required, rules of regulatory authorities or self-regulatory bodies, and will only be used by our business partners for the purpose of processing your redemption requests. By redeeming Points through the Site you acknowledge and agree that personal information held with a third party or agent in another province or country is subject to the laws of that jurisdiction and thus may be collected, used, or disclosed without your knowledge or consent where required or permitted by law.

5.4 Password - At or near the time the Card Account is opened, a Primary Cardholder may advise us of the password to assign to the Card Account (the “**Password**”). To redeem Points for Rewards, we may, in our discretion, require that the Password be provided to us, our agent or suppliers. If a Password is not assigned by the Primary Cardholder at the time the Card Account is opened, or if you are otherwise unable to provide such Password when requesting a redemption, we may, in our discretion, require that the then current credit limit and postal code associated with the Card Account (the “**Security Credentials**”) be provided to us, our agent or supplier in order to validate the redemption. If the Password or Security Credentials are not provided when a redemption request is made, we may refuse to redeem Points regardless of who is requesting the redemption. 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 whom you provide the Password or is able to provide us with the Security Credentials will be deemed to be acting as your agent and on your behalf, and will have the full authority to redeem Points earned on the Card Account if they use the Password or Security Credentials and even if the Points are redeemed for the benefit of that person. The Primary Cardholder(s) are responsible for ensuring that the Password and/or Security Credentials are only disclosed to those persons whom you wish to grant this authority. If the Password and/or Security Credentials are disclosed to any person (either intentionally or unintentionally), then you release us from any claim or liability whatsoever that you may have against us with respect to the use of the Password and/or Security Credentials.

5.5 Point Redemptions and Credits – Unless otherwise expressly stated in these Program Terms and Conditions, Points will be redeemed for a cash equivalent at a rate set by ATB in its sole discretion from time to time and which may change at anytime without notice to you. On the date a Reward is ordered, your Card Account will be debited the number of Points necessary for the Reward selected. If a redemption order is cancelled, and provided the Reward selected is not final and allows cancellation, your Card Account will be credited the applicable number of Points on the date we receive the necessary information.

5.6 Choosing Rewards – In order to obtain a Reward, you must either (a) have accumulated the required number of Points for a particular Reward at the time the redemption request is made; (b) supplement the Reward request with an additional charge to your Card Account; or (c) charge the total value of the Reward to your Card Account. Notwithstanding the forgoing, some Rewards may require a minimum one (1) point redemption. Please refer to the Site for more details. The number of Points required for each Reward as well as the total value of the Reward is set out on the Site. Unless otherwise indicated, all applicable taxes and shipping charges are included in the value of the Reward.

5.7 Taxes – If you redeem Points, you are responsible for declaring the total value of the Reward or Points to Cash for travel credit 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 and redemption of Points is your sole responsibility and you agree to hereby release us of all liabilities in this regard. We do not issue tax receipts.

6. REDEEMING POINTS - REWARDS

6.1. Merchandise

6.1.1 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 your Card Account, if applicable, will be credited to your Card Account. If the item is temporarily unavailable, you will be informed as to an estimated delivery date for the item..

6.1.2 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.

6.1.3 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 My Rewards Service Centre prior to returning the item for return instructions. Returned items must be in re-saleable condition, unused and in the original packaging. Electronic items must be returned in the original package with seal intact. If you do not wish to replace the item, the applicable Points and any amount charged to your Card Account, if applicable, will be credited to your Card Account.

6.2 Gift Cards & Charitable Redemptions

6.2.1 Merchant Branded Gift Cards. Subject to availability, Rewards Points may be redeemed for merchant branded gift cards (“Merchant Cards”). Merchant Cards include a plastic card, and/or virtual or SMS cards transmitted through either email and/or SMS function (“eCards”), holding a certain denomination/value used in lieu of money designed specifically for and used only in connection with purchasing items at a specific brand store or brand site. Merchant Cards are used with permission of each merchant whose accompanying brand marks constitute registered trademarks or service marks specific to each brand. Merchant Cards are not affiliated with ATB My Rewards and the merchants to whom they belong are not a sponsor or co-sponsor of the Program. Merchants participating in the Program are subject to change. Merchant Cards are valid only at participating merchants until the expiration date, if any, as permitted by law. Merchant Cards are void where prohibited by law. Merchant Cards are subject to all additional merchant terms and conditions found either printed on the back of each Merchant Card, provided within each merchant’s electronically shared code and/or located on each merchant’s web site. Merchant terms and conditions are subject to change at the sole discretion of the merchant.

6.2.2 Lost, Stolen and Surrendered Merchant Cards. You acknowledge and agree that upon receipt and activation, Merchant Cards are considered to be equivalent to cash, and you are solely responsible for lost or stolen Merchant Cards in your possession. eCards are deemed received by you upon release of the applicable electronic code to the email address/phone number provided and confirmed by you at the time of

redemption and such distributed codes become your sole responsibility. Merchant Cards (including unused balances) are not refundable, replaceable, transferable for cash or credit or returnable for any reason including, without limitation, permanent closure of a participating merchant. Neither the merchant nor ATB Financial® is responsible for replacing lost, stolen or damaged Merchant Cards. Merchant Cards must be surrendered upon redemption and no photocopies will be honoured.

6.2.3 Merchant Card Delivery. Merchant Cards are sent via regular mail. Merchants are not liable for delivery of any Merchant Cards promised, earned, purchased or otherwise offered through the Program and you assume full responsibility to alert the ATB My Rewards® Service Centre should you not have received your Merchant Card(s) within 21 days of ordering. Once delivery is accepted (including signature-driven deliveries where required), please be sure to verify and validate quantities and denominations received for accuracy. Upon receipt, if your package appears to have been tampered with, or should there be any discrepancies, immediately contact the ATB My Rewards® Service Center to report any suspected tampering and/or review your order and flag any such discrepancies. Should this be the case, do not distribute or use any of the Merchant Cards received, as these will be required in full for further validation. Should use or distribution occur, no further follow up can be done and Customer will become solely liable for Merchant Cards received.

6.2.4 eCard Delivery – When redeeming rewards points for eCards, it is your responsibility to confirm the recipient details such as email address and/or phone number provided for release of an eCard. After you have confirmed recipient details, any code released to an incorrect or inactive email address/phone number will become your sole responsibility to recover and ATB is not liable for such loss. ATB is not responsible for any data or SMS fees charged by your telecommunication service provider, as well as any delivery or download delay caused by telecommunication service disruptions for whatever reason.

6.2.5 eCard Release and Redemption - It is your responsibility to ensure at all times that ATB My Rewards' email ATBRewards@helixgs.com is authorized in your safe sender's list so virtual redemptions are not deferred to your SPAM folder. Some merchants may require specific redemption steps such as presenting a hardcopy printout of a eCard or SMS confirmation at a retail outlet. It is your responsibility to read and follow any Special instructions provided by the merchant along with your eCard/SMS confirmation. ATB reserves the right to hold electronic code releases should certain transactions required more thorough validation.

6.2.6 ATB Cares or Charitable Redemptions - You may also redeem Points for ATB Cares Gift Cards in \$25.00, \$50.00, and \$100.00 denominations. Once received, you may use an ATB Cares Gift Card to make a donation to a charity by going to the ATB Cares Site at <https://www.atbcares.com>. ATB Cares Gift Cards are delivered electronically to the E-mail address currently held on file by ATB in association with the Card Account.

6.3 TRAVEL

6.3.1 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 Site or available by calling the ATB My Rewards® Service Centre. A handling charge will be assessed for all travel Rewards. For ATB Travel Redemption booked on the phone, an additional 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 in full or in part by redeeming Points in which case the amount of the handling charge paid by points will be converted to Points and added to the total number of Points required for the travel redemption. Any handling charge not paid by redeeming Points will be charged to the Card Account. The handling charge is subject to GST.

6.3.2 Points to Cash for Travel Credit – For travel arrangements made other than through an authorized ATB travel supplier that are charged to your Card Account, you may redeem your accumulated Points for a credit to your Card Account by making a redemption request online on the Site. If your redemption request is received within 90 days of the date the travel Purchase is posted to your Card Account and your Card Account is in Good Standing at the time of the request, then we will credit your Card Account for up to the full amount of the travel Purchase charged to the Card Account as follows:

- The credit to your Card Account will occur within 3 business days of your request.
- The credit to your Card Account will not apply towards the payment of the minimum balance due on your Card Account.

6.3.3 Confirmation of Reservation – Reservations made through the ATB My Rewards® Service Centre will be confirmed in writing (either by mail or electronically by email) within two weeks of verbal confirmation. In cases where time does not permit, you will be contacted by telephone by a travel consultant. All supplier-specific documents may be released close to the departure date, or released according to booking specifications of the relevant supplier. Reservations completed Online will be confirmed with you by email at the email address you provide within no more than 24 hours of booking. Please check your spam settings in the event that you do not receive the travel booking email confirmation.

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

6.3.5 Ticket Delivery – your tickets and related travel documents for your ATB Travel Redemption will be sent to you at the email address you provide. Tickets and related travel documents cannot be sent to an email address belonging to a third party. Tickets and related travel documents that cannot be delivered by email will be delivered via courier to the address or in accordance with the contact information on the Card Account, or in accordance with your reasonable instructions. Delivery charges may apply. ATB is not responsible if you fail to receive travel documents sent in accordance with the foregoing or if you refuse to pay delivery charges.

6.3.6 Travel Cancellation – Travel cancellation is subject to the terms and conditions of the applicable 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 for an ATB Travel Redemption is cancelled, the amount refunded by the travel supplier as a credit to your Card Account (if any) will be converted back to Points and credited back to your Card Account up to the number of Points originally redeemed for the cancelled travel arrangement; provided however that in no event will handling charges assessed for any travel Rewards be refunded or reimbursed. We will not reverse any Points to Cash for travel credit from your Card Account if any travel arrangements are cancelled.

6.3.7 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. ATB is not responsible if you do not have the necessary documentation to travel.

6.4. OTHER ATB PRODUCTS

6.4.1 Redemption of Points For ATB Products - Points may be redeemed for a cash equivalent that may be applied towards the purchase of Eligible ATB Products under an existing account or the repayment of Eligible ATB Loans. All Points redemptions are subject to a minimum cash equivalent value of \$25.00 and thereafter subject to minimum increments of \$1.00. All redemptions are subject to standard product terms and conditions for all Eligible ATB Products and Eligible ATB Loans. Deposits and payments that do not meet all standard product or loan terms and conditions or all terms and conditions of these Rewards Terms and Conditions will not be processed and will be converted back to Points and credited back to your Rewards account. Subject to the foregoing, all redemptions of Points applied as a deposit to and Eligible ATB Product or a payment towards an ATB Loan are final and cannot be cancelled or reversed once submitted. ATB reserves the right to add or exclude any ATB Product or ATB Loan from eligibility at any time without notice. Please allow for at least three (3) business days between the date you redeem Points and the date the deposit or payment to the applicable ATB Financial® Product occurs.

6.4.2. Eligible ATB Deposit and Investment Products - Points may be redeemed for a cash equivalent which may then be deposited to Eligible ATB Products under an existing account as determined by ATB from time to time in its sole discretion. For a list of Eligible ATB Products please go to <https://www.atbmyrewards.com> or contact the ATB My Rewards® Service Centre. All standard product terms and conditions shall apply including minimum deposit amounts and term length. Registered Eligible ATB Products must be in the name of the Primary Cardholder requesting the redemption. Contributions to registered investments will count towards your maximum contribution limit for the applicable tax year. you will remain responsible to ensure that you do not exceed your maximum contribution limit for all registered investments in any given year in accordance with the *Income Tax Act (Canada)*.

6.4.3. Eligible ATB Loans - Points may be redeemed for a cash equivalent which may be applied as a prepayment towards an Eligible ATB Loan as determined by ATB from time to time in its sole discretion. For a list of Eligible ATB Loans please go to <https://www.atbmyrewards.com> or contact the ATB My Rewards® Service Centre. All payments are subject to a minimum payment amount of \$25.00. Redemptions will not be accepted and payments will not be processed in respect of any loan that is not in good standing at the time payment is attempted. All standard loan terms and conditions will apply to all loan payments. Points cannot be redeemed and applied towards regularly scheduled loan payments. All loan payments are considered prepayments and subject to all standard prepayment conditions. Payments that are processed will be applied towards the principal balance only. Each loan payment requires a separate Points redemption - a single Points redemption cannot be applied towards multiple loan payments or towards multiple loan segments. Payments that do not meet all standard loan terms and conditions, all prepayment conditions, and all terms and conditions of these Rewards Terms and Conditions will not be processed and will be converted back to Points and credited back to your Points account.

6.5 MAKE A PAYMENT TO YOUR MASTERCARD® WITH POINTS

6.5.1 General - you may redeem Points for a cash equivalent amount which may then be applied as a payment towards the balance of your ATB Financial® Gold My Rewards® Travel Mastercard® Card Account or your ATB Financial® World Elite® Mastercard® Card Account. Point redemptions are subject to a minimum cash equivalent value of \$25.00. your Points redemption may only be applied as a payment towards the balance of the Card Account to which the Points are attached. A Points redemption cannot be converted into cash, a Cash Advance, cheque or into any other form. All Points redemptions applied towards your Card Account are final and cannot be cancelled or reversed once submitted.

6.5.2 - Application of Payments - your Points redemption is applied to your Card Account like any other payment. The amount of your payment is applied first to any interest and second to any fees. The remainder of any payment is applied to your new balance. For more information on how your payments are allocated and your payment obligations, you may consult the ATB credit card agreement applicable to your Account. If your Points redemption does not cover your entire minimum payment for an Account Statement period, it is your sole responsibility to pay the difference by the payment due date. Minimum payments made via a Points redemption will be deemed received on the date on which the payment is processed against the Card Account, not on the date on which points are redeemed. Please allow a minimum of three (3) business days between the date on which Points are redeemed and the date on which the payment is processed against the Card Account.

7. TRANSFERRING POINTS

7.1 General - you may transfer Points to any ATB Financial® Gold My Rewards® Travel Mastercard® Card Account or any ATB Financial® World Elite® Mastercard® Card Account, or any ATB Financial® Alberta Rewards BusinessCard Mastercard® Card Account (a “**Transfer**”) provided that both the Card Account to which your ATB Rewards Account is attached and the Card Account to which you are transferring Points are in Good Standing. The minimum number of points that may be transferred in any one Transfer will be the then current number with a cash equivalent value of \$25.00. you may cancel any Transfer within 10 business days of having requested Transfer provided the Recipient has not accepted the Transfer, afterwards all requests for Transfers are final and cannot be cancelled or reversed once submitted. Transfers that do not meet all terms and conditions of these Rewards Terms and Conditions, that expire, or that are declined by a Recipient as defined below will not be processed and such Points will be credited back to your Rewards account.

7.2 Transferring Points - If you Transfer Points to an ATB Rewards Account in your name, you must provide the correct Email and password attached to that ATB Rewards Account. If you Transfer Points to an ATB Rewards Account belonging to someone else (the “Recipient”), you are responsible for (a) providing a correct and operational email address for the Recipient; and (b) ensuring that the Recipient has consented to your providing and our using the contact information of the Recipient for the purposes of Transfers.

We will withdraw the amount of Points from your ATB Rewards Account and send an email notice to the Recipient at the email address that you provide. The email notice will indicate: (a) that you are the sender and disclose your email address; (b) the number of Points being transferred to the Recipient; and (c) the name of the Recipient.

you must provide a password (“**Recipient Password**”) to authenticate the Recipient, who must correctly provide the Recipient Password in order to claim the Points. you agree to provide a Recipient Password that is known only to you and the Recipient, and not to use email or text messages to send the Recipient Password to the Recipient. The amount of Points being transferred from your ATB Rewards Account will be held until we receive notification that the Recipient has correctly provided the Recipient Password or that the Transfer has expired whichever occurs first. The Recipient of a Transfer may claim or decline the Transfer online at the ATB My Rewards® Service Centre. Should the Recipient have any questions regarding claiming or declining a Transfer, he or she may also us at the ATB My Rewards® Service Centre.

Please allow for a minimum of three (3) business days between the date on which you request a Transfer and the date on which the Recipient receives notification of a Transfer. The Recipient will have ten (10) days after receiving notification of a Transfer to claim or decline a Transfer. Transfers not claimed or declined by the Recipient within ten (10) days of Recipient receiving notification will expire and cannot be claimed by the Recipient thereafter. you acknowledge and agree that notifications may be sent to the Recipient via third party service providers and that ATB is not responsible for, and you hereby waive any and all claims against ATB in respect of, any delay or failure in the transmission of such notifications due in whole, or in part, to third party service providers. you may cancel any Transfer within 10 business days of having requested Transfer provided the Recipient has not accepted the Transfer.

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 during the operation of the Program, earned Points can be redeemed for Rewards within 90 days from the date the Card Account is closed. All Points that 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, 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 a Primary Cardholder, and there is only one Primary Cardholder on the Card Account, the Card Account will be closed, the accumulated Points will be available for redemption by the Primary Cardholder’s estate for up to 90 days after the closure of the Card Account. Points that have not been redeemed within 90 days of the closure of the Card Account will automatically be cancelled without notice and may not be subsequently redeemed, transferred or converted. If there is more than one Primary Cardholder(s) on the Card Account, the remaining Primary Cardholder can request either that: (i) the Card Account be closed and the accumulated Points 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, you hereby agree that your estate shall have no 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 Lost or Stolen Cards – If your Card has been lost or stolen, applicable points will be automatically transferred to your new ATB My Rewards® Mastercard® account.

8.5 Conversion of Points Under Other Programs – If you are enrolled in a different rewards program offered by us (the “Other Program”), if we permit, you may convert any points 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:

- the rate of conversion will be determined by us in our sole discretion;
- we may limit the number of Points that may be converted;
- conversion may be subject to service fees;
- 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 outstanding amounts charged to your previous card account will be transferred to the new Card Account and you continue to be liable to us for such amounts; and
- conversion of Points from the Other Program to this Program shall constitute redemption of those Points 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 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 90 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.

9.3 Termination of Program for Cause – We may, with or without notice, suspend or terminate 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.

9.4 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 your Card, if applicable. We will not assume any responsibility for the costs you may incur relative to a merchandise or travel Reward. you also agree to indemnify ATB for any losses, costs, or damages incurred by ATB, directly or indirectly, and in whatever manner whatsoever, in relation to all third party claims that may be made against ATB as a result of, or related to, any Rewards received by any third parties as a result of a redemption of Points requested by you. This section on limitation of liability will survive termination of your participation in the Program.

9.5 Representations – We make no representations or warranties with respect to the value, quality or fitness of the Rewards.

9.6 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.

9.7 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”). 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-ATB-5678 (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.

10. DEFINITIONS

In these terms and conditions, the words:

“**ATB**” means 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 Financial® Gold My Rewards® Travel Mastercard®, the ATB Financial® World Elite® Mastercard®, and any additional or replacement Cards thereof 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 incur charges on your Card Account;

“**Card Account**” means the ATB Financial® Gold My Rewards® Travel Mastercard® account and/or the ATB Financial® World Elite® Mastercard® account we have opened for and in the name of the Primary Cardholder(s), and in the event of an ATB Financial® Alberta Rewards BusinessCard Mastercard® Card, the ATB Financial® Alberta Rewards BusinessCard Mastercard® Card account we have opened in the name of the Business name;

“**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);

“Eligible ATB Financial® Loans” means those ATB Financial® Loans towards which a payment drawn from a redemption of Points can be applied as determined by ATB from time to time in its sole discretion and as specified at <https://www.atbmyrewards.com>.

“Eligible ATB Financial® Products” means those ATB Financial® deposit accounts or instruments to which a payment drawn from a redemption of Points can be deposited as determined by ATB from time to time in its sole discretion and as specified at <https://www.atbmyrewards.com>.

“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 whose name on 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” means the Primary Cardholder(s).