

Choice Rewards[®] Program

Terms and Conditions

These Choice Rewards Program Terms and Conditions form part of your Account Agreement. Please carefully read this important document and store it in a safe place. We may send you changes or replacements for these Choice Rewards Program Terms and Conditions from time to time. These Choice Rewards Program Terms and Conditions replace all previous versions. You can also find a copy of these Choice Rewards Program Terms and Conditions by logging into the rewards site through www.mbna.ca.

You should read these Choice Rewards Program Terms and Conditions along with any other Agreements that apply to your MBNA Credit Card. When you activate, access or use your Card or the Account, any of these actions mean that you have agreed to, received and read all documents that make up the Agreement, including these Choice Rewards Program Terms and Conditions.

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Section 1: Definitions

Here are what some **key words** mean in these Choice Rewards Program Terms and Conditions. We also explain what other key words mean in other sections of these Choice Rewards Program Terms and Conditions.

If you see any other capitalized terms that are used in these Choice Rewards Program Terms and Conditions, you can find their definitions in your Account Agreement.

Account means the MBNA Credit Card account we open and maintain for the Primary Cardholder.

Agreement means the Account Agreement, as changed from time to time. The Account Agreement includes:

- The Disclosure Statement for the Account, as changed from time to time;
- The Privacy Notice, as changed from time to time; and
- These Choice Rewards Program Terms and Conditions, as changed from time to time.

Authorized User means a person who has been added to the Account, has access to the Account, and to whom we have issued a Card connected with the Account at the Primary Cardholder’s request.

Cardholder means the Primary Cardholder and any Authorized User.

Good Standing means that you are following what you are required to do, or not to do, under the Agreement.

MBNA means MBNA, a division of The Toronto-Dominion Bank. The Toronto-Dominion Bank is the issuer of the Account.

Points means the Points for the MBNA Choice Rewards® Preferred Mastercard®, MBNA Choice Rewards® Merit Mastercard®, MBNA Choice Rewards® Select Mastercard®, MBNA Choice Rewards® Platinum Select Mastercard® and/or Rewards Points for MBNA Choice Rewards® World Elite® Mastercard®, as applicable.

Program means the Choice Rewards Program connected with the Account and includes all Program privileges and reward benefits, including points.

Residents of Quebec means all Primary Cardholders who have indicated to us that their principal residence is in Quebec.

Residents Outside of Quebec means all Primary Cardholders who have indicated to us that their principal residence is not in Quebec.

We, us, our, or TD means The Toronto-Dominion Bank.

You, your, yours, or yourself means each Cardholder.

Section 2: Earning Points

2.1 What are Points?

Points are reward points that you earn when you make a qualifying Purchase with the Account linked with the Program. The number of Points you can earn will depend on the amount and the specific type of Purchase you make with the Account. Points have no monetary value unless Points are redeemed for a cash redemption option. To learn more, see Section **3.3** *How do you redeem Points for cash redemption options?*

You can only earn Points on the **net** Purchases charged and posted to the Account. This means that credits for refunds, returned items and other similar credits for Purchases will reduce or cancel the Points earned.

You do not earn Points on the following:

- Cash Advances (including Cash-like Transactions);
- Balance Transfers;
- Interest charges;
- Fees;
- Adjustments;
- Refunds; and/or
- Rebates or other similar Account credits.

2.2 How do you earn Points?

The Account linked with the Program must be open and in Good Standing to earn Points:

- If you cannot make a Purchase because the Account is not in Good Standing and we have restricted the Account’s ability to make Transactions, you cannot earn Points.
- Please see your Account Agreement to learn more about when the Account will not be considered in Good Standing and what can happen if the Account is not in Good Standing.

You will earn Points in only one of the Purchase Categories set out in the below chart when you make a qualifying Purchase and your Account is in Good Standing. The number of Points that you can earn will depend on the type of MBNA Credit Card you have.

We will calculate the Points earned for each purchase and then round the Points to the nearest whole number.

MBNA Credit Card	Points Earn Rate	Annual Cap
<i>MBNA Choice Rewards® Preferred Mastercard®</i>	1 Point per \$2 of Purchases	100,000 Points
<i>MBNA Choice Rewards® Merit Mastercard®</i>	1 Point per \$1 of Purchases	100,000 Points
<i>MBNA Choice Rewards® Select Mastercard®</i>	1 Point per \$1 of Purchases	100,000 Points
<i>MBNA Choice Rewards® Platinum Select Mastercard®</i>	2 Points per \$1 of Purchases	400,000 Points
<i>MBNA Choice Rewards® World Elite® Mastercard®</i>	2 Points per \$1 of Purchases	There is no Annual Cap

Annual Cap: you will no longer earn Points when your total Points for your MBNA Credit Card exceed the above number of Points in a year. The Annual Cap period runs from January 1 through December 31.

2.3 Can you receive offers?

Occasionally, we may offer you limited-time offers that apply to the Program, which may grant you:

- Additional Purchase Categories;
- Additional and/or increased earn rates for a Purchase Category;
- Additional and/or decreased redemption rates;
- Benefits with select merchants; and/or
- Bonus Points.

Additional terms and conditions will apply to such offers and such terms and conditions will be available to you at the time the offer is made.

Section 3: Redeeming Points

3.1 How do you redeem Points?

To redeem Points, the Account connected with the Program must be open and in Good Standing. This means:

- For the purposes of this Program, if you miss making 2 minimum payments in a row, you cannot redeem your Points. You must bring the Account into Good Standing before you can redeem your Points. For example, you must make your minimum payment by the Payment Due Date. To learn how you can bring the Account to Good Standing, contact us by using the information provided in Section 6 *How to Contact Us*.
- Please see your Account Agreement to learn more about when the Account will not be considered in Good Standing and what can happen if the Account is not in Good Standing.

The Primary Cardholder or any Authorized User can redeem Points for the following:

- Travel purchases;
- Cash redemption options;
- Other Redemption Options; and/or
- Any other manner that we may allow from time to time.

You cannot redeem Points earned for Purchases that have not yet been posted to the Account and not yet recorded to your Points balance.

We will rely on the first set of instructions we receive either from the Primary Cardholder or an Authorized User to redeem Points. Our electronic time-keeping methods will be definitive in determining the time and date of receipt by us of any redemption instructions.

3.2 How do you redeem Points for travel purchases?

We may let you redeem Points for travel purchases. To do so, you can either visit www.mbna.ca or call the Rewards Centre phone number using the contact information listed in Section 6 *How to Contact Us*.

Every **100** Points are worth **\$1** to pay for a travel purchase cost.

The travel purchase cost can include any of the taxes or other costs and fees for which you are responsible related to this travel purchase. If you don't have enough Points to redeem a particular travel purchase, you can pay for the remainder of the travel reward balance with the Available Credit on your MBNA Credit Card Account linked to the Program.

When you redeem your Points for a portion of a travel purchase cost, and you charge the rest of the travel purchase cost to your MBNA Credit Card connected with the Program, you will only earn points on the net amount of travel purchases charged to the Account.

A **\$25.00** (plus applicable tax) administration fee will be applied to each travel redemption completed over the phone. There is no fee for travel redemptions completed using MBNA Online Banking.

3.3 How do you redeem Points for cash redemption options?

You can redeem your Points for the following:

- MBNA Credit Card Account statement credits;
- Electronic deposits to your personal chequing account; or
- Charitable donations to participating charitable organizations.

To do so, you can either visit www.mbna.ca or call the MBNA Rewards Support phone number using the contact information listed in Section 6 *How to Contact Us*.

Every **100** Points are worth **\$1.00** when you redeem your Points for a cash redemption option.

You must have a minimum of **5,000** Points to redeem for a cash redemption option.

When you redeem Points as a statement credit to the Account, we do not consider this as part of your minimum payment. You will still need to pay the full minimum payment on or before the Payment Due Date detailed on your statement and in accordance with the Account Agreement. Please see your Account Agreement to learn more about making payments towards the Account.

3.4 How do you redeem Points for Other Redemption Options?

We may let you redeem Points towards items other than travel purchases and cash redemptions (**Other Redemption Options**) including towards:

- Merchandise and services;
- Purchases at specific merchants; and/or
- Any other items that we may allow from time to time.

To learn more about Other Redemption Options, visit us online at www.mbna.ca for full details. When you redeem Points for Other Redemption Options, additional terms and conditions will apply and such terms and conditions will be available to you at the time you redeem for Other Redemption Options. We do not have to provide Other Redemption Options and can cancel or change them at any time, in our sole discretion.

Section 4: Program Terms

4.1 How can you check your Points balance?

You can view your Points balance in the following ways:

- Online at www.mbna.ca;
- Through the MBNA mobile app;

- On the Account’s statement;
- By phone using the contact information listed in Section **6** *How to Contact Us*; and/or
- Any other manner that we may allow from time to time.

4.2 What happens if there is an error with your Points balance?

You must review your Points balance on each Account statement and tell us about any errors within **30** days from the statement date so we can immediately investigate them. To do so, contact us by using the information listed in Section **6** *How to Contact Us*.

If you do not contact us about errors within **30** days from the statement date, we will consider the Points balance and our Records to be correct (except for any amount that we credited to the Account in error). If we confirm an error, or if we accidentally credit Points to your Points balance, we may adjust the Points balance at any time without notifying you.

4.3 Can you combine your Points with other Accounts under the Choice Rewards Program?

No, you cannot combine your Points with any other Account linked to the Choice Rewards Program. You can only redeem Points on the Account that has earned them.

4.4 Can your Points expire, or can you forfeit them?

Points will not expire and be forfeited so long as the Account connected to the Program remains open and in Good Standing, and the Agreement has not ended.

Below is a chart that explains how and when your Points will expire and be forfeited. In all cases below, we can delay the expiry of Points and that delay does not prevent us from exercising our rights under these Choice Rewards Program Terms and Conditions.

Points will expire and be forfeited in the following events:

If you close the Account	If the Account is in Good Standing and the Primary Cardholder closes the Account, you must redeem any Points in your Points balance within 120 days from when you close the Account. If you do not redeem Points within this timeframe, your Points will expire, and you will forfeit them.
If we close the Account	▪ Not in Good Standing under the Agreement: If we close the Account because the Account is not in Good Standing, all Points will expire and be forfeited immediately. ▪ Reason other than if the Account is not in Good Standing: If we close the Account for any other reason (other than if the Account is not in Good Standing), we will provide you with written notice that any Points in your Points balance will expire. If you do not redeem your Points within 120 days from the Account closure date, you will forfeit them.
If we Terminate the Program	If the Program is terminated, we will provide you with written notice that any Points in your Points balance will expire by a specified date. You will have until this specified date to redeem those Points. If you do not redeem your Points by this specified date, your Points will expire, and you will forfeit them.

Transferring to another MBNA Credit Card	If the Primary Cardholder transfers the Account to another MBNA Credit Card, then the following will apply: ▪ If you transfer to an MBNA Credit Card that has a Choice Rewards Program, then you can transfer the Points in your Points balance on a one-to-one basis to the new Account. ▪ If you transfer to an MBNA Credit Card that does not have a Choice Rewards Program, you will immediately forfeit any previously earned rewards balances.
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4.5 What happens to Points upon the death of the Primary Cardholder?

When we receive notice that the Primary Cardholder has died, any Points in the Points balance shall expire, and they will be forfeited.

4.6 What should you know about your travel purchases?

We are not a travel supplier or travel agency. Travel purchases and any travel-related arrangements that you make with any travel providers are subject to the travel provider’s availability, policies and terms and conditions. It is your responsibility to know and to monitor the relevant policies, terms and conditions of the travel supplier, including but not limited to, cancellation and refund policies.

We are not responsible for travel purchases that you make with any travel providers, such as if they fail to honour any aspect of the travel purchases. This includes if the travel provider enters bankruptcy or becomes insolvent (unable to pay debts), or any acts of God or other event that affect your travel purchases. The travel provider’s policies may vary from time to time and may differ among travel suppliers.

Taxes

Travel providers may charge you taxes, fees, charges, surcharges and levies for your travel purchase. Some of these taxes, fees, charges, surcharges and levies may be charged after your make your original travel purchase.

If additional taxes, fees, charges, surcharges and levies incur after you make a travel purchase, you are responsible for paying them directly to the travel provider. The amount of taxes, fees, charges, surcharges and levies that you must pay is established by the travel provider and may change at any time without notice, even after the date that you confirm your travel purchase arrangements.

Section 5: General Information

5.1 Who is responsible for paying taxes that relate to the Program?

TD is not responsible for any tax liability that may come from earning or redeeming Points under the Program.

5.2 Can you sell, barter, or assign your Points?

You cannot sell, barter, or assign your Points to someone else. If you try to do so, these Points become void. Points cannot be divided or transferred in the event of separation or divorce.

5.3 What is our limitation of liability for the Program?

This section is in addition to the limitation of liability as set out in the Account Agreement.

Program

We are not a travel supplier or travel agency. We have no responsibility for the services supplied under the Program, including any services provided under travel redemptions options. If third-party travel service provider, agent, partner, or supplier fails to provide what they promise, we are not responsible. It is your responsibility to know and monitor the relevant policies, terms and conditions of the travel supplier, including but not limited to cancellation and refund policies.

Other Redemption Options

External service providers participate in and offer the Other Redemption Options. We are not responsible for the merchandise or services that these suppliers offer or for any loss or damage that goods or services that you receive or request with Other Redemption Options may cause you. It is your responsibility to know the relevant policies, terms and conditions of Other Redemption Options, including but not limited to shipping, cancellation and refund policies.

No Liability for Damages

We are not liable to you for any loss or damages except for direct damages caused by our negligence. In no event are we liable for special, indirect or consequential damages. This limitation on our liability to direct damages applies even if we have been advised of the possibility that you may suffer other types of loss or damages.

In addition to the above, in no event are we liable for any losses or damages resulting from the following:

- Any losses related to your failure to do something, including a failure to meet your obligations under these Choice Rewards Program Terms and Conditions;
- Delay or inability to access or use Points;
- Any failure, error, malfunction, misuse, delay, or inaccessibility of any Machines, system, equipment or service caused by a third party or other circumstances beyond our control;
- Any other failure, error, or delay by any third party or other circumstances beyond our control;
- Suspension, cancellation or closure of the Program by us; and/or
- If we leverage any of our rights set out in the Account Agreement or these Choice Rewards Program Terms and Conditions and such rights impact your eligibility to participate in this Program.

5.4 What if we do not act immediately if you do not follow your obligations in these Choice Rewards Program Terms and Conditions?

If we fail or delay to object or act when you breach any section of these Choice Rewards Program Terms and Conditions, all sections of these Choice Rewards Program Terms and Conditions remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. Any action or omission by us does not mean that we have waived or changed these Choice Rewards Program Terms and Conditions.

5.5 Can we change the Choice Rewards Program Terms and Conditions?

At any time, we may change, replace, add or remove any section of these Choice Rewards Program Terms and Conditions, including:

- Earning Points, including the number of Points earned in your Points balance without changing their overall value;
- Introducing or changing a limit on the number of Points that can be earned;
- Redeeming Points, including the redemption value of Points, without changing the dollar value of Points already earned at the time the change is effective;
- Program terms;
- General information;
- Contact information;
- The eligibility requirement to participate in the Program;
- Fees related to the Program including the introduction of new fees;
- Ownership of the Program;
- Communicating between us and you and the management of personal information in relation to the Program; and/or
- Any other term and condition of the Program.

For Residents Outside of Quebec

We will notify you when we make a change to these Choice Rewards Program Terms and Conditions for your MBNA Credit Card. This notice may be given by statement message in the Account statement, or sent to you in another way.

You will have accepted the change to these Choice Rewards Program Terms and Conditions for your MBNA Credit Card if, after the change is effective:

- You use or activate any Card or the Account connected with the Program; or
- The Account connected with the Program remains open; or
- Any Balance owing on the Account connected with the Program remains unpaid.

For Residents of Quebec

If we make any changes to the Program, we will notify you between the **60th** and **90th** day before the changes are effective.

We will write the notice clearly and legibly, and provide you with the following details:

- The original clause and its amended version, or only the new clause;
- The date when the change will come into effect; and
- That you can cancel your Agreement and close the Account without any cost or penalty if the change increases your obligations or decreases our obligations under this Agreement.

If you choose to cancel your Agreement and close the Account connected with the Program, you must notify us no later than **30** days after the change comes into effect. Contact us by using the information provided in Section **6** *How to Contact Us* to close the Account connected with the Program. Please see Section **4.4** *Can your Points expire, or can you forfeit them?* to learn about what will happen to your Points if the Program and/or the Account connected with the Program is suspended, terminated or closed. Please also see the Account Agreement to learn about the impacts of closing the Account connected with the Program.

5.6 Can we cancel or terminate the Program?

Yes. We may restrict, cancel or terminate the Program at any time in accordance with these Choice Rewards Program Terms and Conditions and/or the Account Agreement.

5.7 Can we cancel or terminate a Cardholder's ability to participate in the Program?

Yes. We can restrict, cancel or terminate the Account, and/or a Cardholder's ability to participate in the Program with or without cancelling or terminating the Account connected with the Program, and such restriction, cancellation or termination may be with or without notice.

For example, we will restrict, cancel or terminate the Account connected with the Program, and/or a Cardholder's ability to participate in the Program if:

- A Cardholder abuses the Program;
- A Cardholder does not follow, or does anything to make us believe that they will be unable to follow, these Choice Rewards Program Terms and Conditions;
- A Cardholder misrepresents any information that they provide us;
- A Cardholder conducts themselves in a way that hurts us, or may hurt us, or the interests of the Program;
- The Account connected to this Program is not in Good Standing;
- The Account is inactive; and/or
- For any reason set out in the Account Agreement.

If the Account is not in Good Standing and/or if any of the circumstances described in the paragraph above occur, then:

- You may lose the benefit of any offer for the Program;
- You will not be able to earn and/or redeem Points;
- We may leverage our rights under the Account Agreement.

Please see your Account Agreement to understand the impact of no longer being in Good Standing.

5.8 What are our rights if you do not follow the Program and these Choice Rewards Program Terms and Conditions?

We can take any measure set out in the Account Agreement or these Choice Rewards Program Terms and Conditions if you do not comply with these Choice Rewards Program Terms and Conditions, or if you do anything that causes us to believe that you will be unable to comply with these Choice Rewards Program Terms and Conditions.

This includes, but is not limited to:

- Reversing Points improperly earned in your Points balance;
- Restricting your ability to redeem Points under the Program;
- We may require you to pay our damages which could be equal to the amount of the Points that were improperly earned if the Points are no longer in your Points balance; and/or
- Deduct money from any other account that you have with us or TD Bank Group without notifying you. We can use this money to pay the amount you owe us under the Program.

Please see the Account Agreement to learn about how we may restrict or close the Account connected with this Program and what actions we may take if you do not comply with the Agreement.

5.9 What happens if part of these Terms and Conditions is invalid?

If a court finds any portion of these Choice Rewards Program Terms and Conditions invalid or unenforceable, the remainder of the Choice Rewards Program Terms and Conditions will remain valid.

5.10 What laws govern these Terms and Conditions?

The laws that govern these Choice Rewards Program Terms and Conditions are the laws of the Canadian province of most recent address in our Records that is provided to us by the Primary

Cardholder for their primary residence, and any applicable federal laws.

5.11 What language will be used?

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s’y rattachant directement ou indirectement soient rédigés en anglais.

Section 6: How to Contact Us

You can contact us directly if you need to:

- Report Program errors;
- Find your Points balance;
- Redeem your Points for Cash Redemption or Other Redemption Options; and/or
- Ask general questions about the Program.

To contact us, use one of the following methods:

Contact	Details
MBNA Rewards Support For questions about registering your Card on www.mbna.ca and redeeming through the MBNA Rewards Website	Online: www.mbna.ca By Phone: 1-888-867-6262
Online Account & Rewards Support	Visit www.mbna.ca and click on Chat icon
Rewards Centre For questions about Travel or Merchandise Redemptions	Online: www.mbna.ca By Phone: 1-877-877-3703
MBNA Telephone Banking For all other questions	Online: www.mbna.ca By Phone: 1-888-876-6262 By Mail: MBNA Credit Cards P.O. Box 9614 Ottawa, Ontario K1G 6E6

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