



# MBNA Smart Cash<sup>®</sup> Rewards Program Terms and Conditions

*These MBNA Smart Cash 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 MBNA Smart Cash Rewards Program Terms and Conditions from time to time. These MBNA Smart Cash Rewards Program Terms and Conditions replace all previous versions. You can also find a copy of these MBNA Smart Cash Rewards Program Terms and Conditions by logging into the rewards site through [www.mbna.ca](http://www.mbna.ca).*

*You should read these MBNA Smart Cash 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 MBNA Smart Cash Rewards Program Terms and Conditions.*

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## Section 1: Definitions

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

If you see any other capitalized terms that are used in these MBNA Smart Cash 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 MBNA Privacy Policy, as changed from time to time; and
- these MBNA Smart Cash 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.

**MBNA Dollars** means the MBNA Dollars for the MBNA Smart Cash Platinum Plus® Mastercard® Card and/or MBNA Smart Cash® World Mastercard® Card, as applicable.

**Program** means the MBNA Smart Cash Rewards Program connected with the Account and includes all Program privileges and reward benefits, including MBNA Dollars.

**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** refers to The Toronto-Dominion Bank.

**You, you, yours,** or **yourself** means each Cardholder.

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## Section 2: Earning MBNA Dollars

### 2.1 What are MBNA Dollars?

MBNA Dollars are rewards that you earn when you make a qualifying Purchase with the Account linked with the Program. The number of MBNA Dollars you can earn will depend on the amount and the specific type of Purchase you make with the Account. MBNA Dollars have no monetary value until redeemed as a statement credit to the Account linked with the Program.

You can only earn MBNA Dollars 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 MBNA Dollars earned.

You do not earn MBNA Dollars on the following:

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

## 2.2 How do you earn MBNA Dollars?

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

- 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 MBNA Dollars.
- 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 MBNA Dollars 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 MBNA Dollars that you can earn will depend on the type of MBNA Credit Card you have.

MBNA Dollars that you earn will be rounded up or down to the nearest first two decimal places after the decimal point.

	<b><i>MBNA Smart Cash® Platinum Plus® Mastercard® Card</i></b>	<b><i>MBNA Smart Cash® World Mastercard® Card</i></b>
<b>Purchase Category</b>	<b>MBNA Dollars Earned</b>	<b>MBNA Dollars Earned</b>
<b>Base Earn Rate for all Purchases other than Purchases in the Purchase Categories below</b>	<b>0.5%</b> in MBNA Dollars for every dollar in Purchases  MBNA Dollars that you earn through another Purchase Category set out below are in place of, and are not in addition to, the Base Earn Rate.	<b>1.0%</b> in MBNA Dollars for every dollar in Purchases  MBNA Dollars that you earn through another Purchase Category set out below are in place of, and are not in addition to, the Base Earn Rate.
<b>Gas and Grocery Purchases Earn Rate</b>	<b>2%</b> in MBNA Dollars for every dollar in Gas and Grocery Purchases.  <b>Monthly Spend Cap:</b> The Gas and Grocery Earn Rate will no longer apply when your total combined Gas Purchases and Grocery Purchases exceeds <b>\$500.00</b> in any applicable month. If your total Gas Purchases plus Grocery Purchases in a calendar month exceeds the Monthly Spend Cap, you will earn the Base Earn Rate.	<b>2%</b> in MBNA Dollars for every dollar in Gas and Grocery Purchases.  <b>Monthly Spend Cap:</b> The Gas and Grocery Earn Rate will no longer apply when your total combined Gas Purchases and Grocery Purchases exceeds <b>\$500.00</b> in any applicable month. If your total Gas Purchases plus Grocery Purchases in a calendar month exceeds the Monthly Spend Cap, you will earn the Base Earn Rate.

## 2.3 How we determine if a Purchase qualifies for a Purchase Category?

We use Merchant Category Codes to determine the Purchase Category for Gas Earn Rate and Grocery Earn Rate.

**Merchant Category Code** means the merchant category code that the payment network uses for a merchant to classify its goods and services, which may be changed from time to time by the payment network. Only Purchases using the

following Merchant Category Codes qualify for the Gas Earn Rate and Grocery Earn Rate:

- Gas Purchases: **5541** and **5542**
- Grocery Purchases: **5411**

We do not monitor to determine whether merchants correctly identify and bill Transactions according to a Merchant Category Code. However, we do reserve the right to determine whether a Purchase would qualify for a Purchase Category.

**Gas Purchases** means buying gas or gas-station services or products from a merchant classified through the payment network using the above noted Merchant Category Codes for Gas Purchases.

**Grocery Purchases** means buying groceries or grocery items from a merchant classified through the payment network using the above noted Merchant Category Code for Grocery Purchases.

Please contact us by using the contact details in Section **6** *How to Contact Us* if you want to confirm whether a Purchase charged to the Account qualifies for a Purchase Category.

If a Purchase qualifies for more than one Purchase Category, you will only earn MBNA Dollars in one of those Purchase Categories. We reserve the right to determine which Earn Rate your qualifying Purchase will earn.

## 2.4 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 MBNA Dollars.

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.

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## Section 3: Redeeming MBNA Dollars

### 3.1 How do you redeem MBNA Dollars?

To redeem MBNA Dollars, 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 MBNA Dollars. You must bring the Account into Good Standing before you can redeem your MBNA Dollars. 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.

So long as the Account connected with the Program is open and in Good Standing, the Primary Cardholder or any Authorized User can redeem MBNA Dollars for the following:

- A credit to the Account connected with the Program;
- Electronic deposits to your personal chequing account;
- Donations to participating charitable organizations; and/or
- Any other manner that we may allow from time to time.

Redemption of MBNA Dollars will not happen automatically. MBNA Dollars will continue to accumulate in your MBNA Dollars balance for the Account until you tell us how you would like to redeem your MBNA Dollars.

You must have accrued at least **50** MBNA Dollars in order to make a redemption request. Redemptions must be made in minimum increments as set by us.

You can make a redemption request in the following ways:

- Visit us online at [www.mbna.ca](http://www.mbna.ca);
- 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.

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

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

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

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## **Section 4: Program Terms**

### **4.1 How can you check your MBNA Dollars balance?**

You can view your MBNA Dollar balance in the following ways:

- Online at [www.mbna.ca](http://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 MBNA Dollars balance?**

You must review your MBNA Dollars balance on each Account statement and contact us about any errors within **30** days from the statement date so we can immediately investigate them. 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 MBNA Dollars 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 MBNA Dollars to your MBNA Dollars balance, we may adjust the MBNA Dollars balance at any time without notifying you.

### **4.3 Can you combine your MBNA Dollars with other Accounts under the MBNA Smart Cash Rewards Program?**

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

### **4.4 Can your MBNA Dollars expire, or can you forfeit them?**

MBNA Dollars 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 MBNA Dollars will expire and be forfeited. In all cases below, we can delay the expiry of MBNA Dollars and that delay does not prevent us from invoking our rights under these MBNA Smart Cash Rewards Program Terms and Conditions.

MBNA Dollars will expire and be forfeited in the following events:

<p><b>If you close the Account</b></p>	<p>If the Account is in Good Standing and the Primary Cardholder closes the Account, you must redeem any MBNA Dollars in your MBNA Dollars balance within <b>120</b> days from when you close the Account.</p> <p>If you do not redeem MBNA Dollars within this timeframe, your MBNA Dollars will expire, and you will forfeit them.</p>
<p><b>If we close the Account</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Not in Good Standing under the Agreement:</b> If we close the Account because the Account is not in Good Standing, all MBNA Dollars will expire and be forfeited immediately.</li> <li>▪ <b>Reason other than inactivity or the Account is not in Good Standing:</b> 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 MBNA Dollars in your MBNA Dollars balance will expire. If you do not redeem your MBNA Dollars within <b>120</b> days from the Account closure date, you will forfeit them.</li> </ul>
<p><b>If we Terminate the Program</b></p>	<p>If the Program is terminated, we will provide you with written notice that any MBNA Dollars in your MBNA Dollars balance will expire by a specified date. You will have until this specified date to redeem those MBNA Dollars. If you do not redeem your MBNA Dollars by this specified date, your MBNA Dollars will expire, and you will forfeit them.</p>

<p><b>Transferring to another MBNA Credit Card</b></p>	<p>If the Primary Cardholder transfers the Account to another MBNA Credit Card, then the following will apply:</p> <ul style="list-style-type: none"> <li>▪ If you transfer to an MBNA Credit Card that has an MBNA Smart Cash Rewards Program, then you can transfer the MBNA Dollars in your MBNA Dollars balance on a one-to-one basis to the new Account.</li> <li>▪ If you transfer to an MBNA Credit Card that does not have an MBNA Smart Cash Rewards Program, you will immediately forfeit any previously earned rewards balances.</li> </ul>
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#### 4.5 What happens to MBNA Dollars upon the death of the Primary Cardholder?

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

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### Section 5: General Information

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

TD is not responsible for any taxes that may come from earning or redeeming MBNA Dollars under the Program.

#### 5.2 Can you sell, barter, or assign your MBNA Dollars?

You cannot sell, barter, or assign your MBNA Dollars to someone else. If you try to do so, these MBNA Dollars become void. MBNA Dollars 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.

#### **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 MBNA Smart Cash Rewards Program Terms and Conditions;
- Delay or inability to access or use MBNA Dollars;
- 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 MBNA Smart Cash 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 MBNA Smart Cash Rewards Program Terms and Conditions?**

If we fail or delay to object or act when you breach any section of these MBNA Smart Cash Rewards Program Terms and Conditions, all sections of

these MBNA Smart Cash 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 MBNA Smart Cash Rewards Program Terms and Conditions.

### **5.5 Can we change the MBNA Smart Cash Rewards Program Terms and Conditions?**

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

- Earning MBNA Dollars, including the number of MBNA Dollars earned in your MBNA Dollars balance without changing their overall value;
- Introducing or changing a limit on the number of MBNA Dollars that can be earned;
- Redeeming MBNA Dollars, including the redemption value of MBNA Dollars, without changing the dollar value of MBNA Dollars 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 MBNA Smart Cash 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 MBNA Smart Cash 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 **60<sup>th</sup>** and **90<sup>th</sup>** 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 MBNA Dollars expire, or can you forfeit them?* to learn about what will happen to MBNA Dollars 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 MBNA Smart Cash 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 comply, or does anything to make us believe that they will be unable to comply, with these MBNA Smart Cash 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 MBNA Dollars;
- 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 MBNA Smart Cash Rewards Program Terms and Conditions?

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

This includes, but is not limited to:

- Reversing MBNA Dollars improperly earned in your MBNA Dollars balance;
- Restricting your ability to redeem MBNA Dollars under the Program;
- We may require you to pay our damages which could be equal to the amount of the MBNA Dollars that were improperly earned if the MBNA Dollars are no longer in your MBNA Dollars 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 MBNA Smart Cash Rewards Program Terms and Conditions invalid or unenforceable, the remainder of the MBNA Smart Cash Rewards Program Terms and Conditions will remain valid.

## 5.10 What laws govern these Terms and Conditions?

The laws that govern these MBNA Smart Cash 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 MBNA Dollars balance;
- Redeem your MBNA Dollars for Cash Redemption; and/or
- Ask general questions about the Program.

To contact us, use one of the following methods:

Contact	Details
<b>MBNA Smart Cash Rewards Support</b> For questions about registering your Card on <a href="http://www.mbna.ca">www.mbna.ca</a> and redeeming through the MBNA Rewards Website	<b>Online:</b> <a href="http://www.mbna.ca">www.mbna.ca</a> <b>By Phone:</b> 1-888-876-6262
<b>Online Account &amp; Rewards Support</b>	Visit <a href="http://www.mbna.ca">www.mbna.ca</a> and click on Chat icon
<b>MBNA Telephone Banking</b> For all other questions	<b>Online:</b> <a href="http://www.mbna.ca">www.mbna.ca</a> <b>By Phone:</b> 1-888-876-6262 <b>By Mail:</b> MBNA Credit Cards P.O. Box 9614 Ottawa, Ontario K1G 6E6

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