

- terms above on how to redeem Miles and Account Information
- fees related to the Credit Card Rewards Program, including the introduction of new fees
- transferring, forfeiting or expiring Miles or any other rewards
- benefits under the Credit Card Rewards Program
- management of your Account
- obligations and liabilities (including related to taxes) under the Credit Card Rewards Program
- how we may change or terminate the Credit Card Rewards Program
- ownership of the Credit Card Rewards Program
- communication between us and you and the management of personal information in relation to the Credit Card Rewards Program
- any other term and condition of the Credit Card Rewards Program

If any such amendment pertains to an essential element of these Terms and Conditions, we will send a clear and legible written notice to your address shown in our records at the time the notice is sent, between the **60th** and the **90th** day before the amendments come into force, setting out the new clause only, or the amended clause and the clause as it read formerly, and the date of the coming into force of the amendment. Any other amendment may be made by us at any time, with or without notice, and any such notice may be provided by posting updated changes to our website or to your email address, or by providing notice of the amendments with your monthly statement.

14. Termination. Either MBNA or Alaska Airlines may suspend or terminate the Credit Card Rewards Program at any time upon written notice to you. Any violation of the Terms and Conditions by you may result in liability for damages, termination of your Credit Card Rewards Program eligibility and/or loss or revocation of Miles. You will be entitled to redeem accumulated Miles during the term of the Credit Card Rewards Program and for the period expiring on the effective termination date of the Credit Card Rewards Program.

15. Transfer of Miles. Miles are not transferable in any circumstance under the Credit Cards Reward Program including, but not limited to, upon death or as part of any domestic relationship’s legal proceedings or otherwise.

16. Disqualification/Forfeiture of Miles.

a) MBNA reserves the right to disqualify anyone from participation in the Credit Card Rewards Program, refuse to award Miles and/or close your Rewards Credit Card Account if, in MBNA’s sole discretion, you or any other person(s) using your Rewards Credit Card Account, have breached these

Terms and Conditions, including, but not limited to, acts of fraud or abuse.

- b) If you voluntarily close your Rewards Credit Card Account, all unredeemed Miles earned in that statement period shall be automatically, immediately and irrevocably forfeited upon receipt by MBNA of your request to close your Rewards Credit Card Account. Miles held in your Alaska Airlines Mileage Plan Program account will not be impacted.
- c) If MBNA closes your Rewards Credit Card Account, whether due to fraud, abuse, non-payment, non-renewal, death or for any other reason, all unredeemed Miles shall be automatically, immediately and irrevocably forfeited upon your Rewards Credit Card Account being closed.

17. Waiver. No delay or omission by Alaska Airlines and/or MBNA in exercising any right or remedy contained in these Terms and Conditions shall operate as a waiver of any of such rights and remedies nor shall it be interpreted as such. Alaska Airlines and/or MBNA may, in their sole discretion, deviate from the strict observance, performance or compliance by you of any of these Terms and Conditions. Such deviations shall not alter, affect or prejudice any of Alaska Airlines and/or MBNA’s other rights or remedies and shall only be effective in the specific instance and for the specific purpose for which it was given and shall be deemed not to be a waiver of any other of Alaska Airlines’ and/or MBNA’s rights or remedies as a result of any other breach of these Terms and Conditions.

18. Indemnification.

- a) You agree to hold MBNA and its directors, officers, agents, employees, affiliates, successors and assigns (collectively, the “**MBNA’s Indemnitees**”) harmless from and against all liability, causes of action, penalties, costs and claims, and will reimburse MBNA’s Indemnitees’ reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to your participation in the Credit Card Rewards Program, including, but not limited to, any delay, cancellation or failure to honour for any reason whatsoever any purchase transaction or other products promised to you upon the redemption of Miles, and any damages, injuries or disabilities suffered through use or consumption of any products obtained upon the redemption of Miles. You further agree that MBNA has no liability to you in respect of Miles or the Alaska Airlines Mileage Plan Program. You also agree that any recourse you may have in respect of a failure on the part of any person or entity, to deliver the products promised under the Alaska Airlines Mileage Plan Program shall be solely as between you and such other person or entity.
- b) You further agree to hold Alaska Airlines and its directors, officers, agents, employees, affiliates, successors and assigns (collectively, the “**Alaska Airlines Indemnitees**”) harmless

from and against all liability, causes of action, penalties, costs and claims and will reimburse the Alaska Airlines Indemnitees’ reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to the operation and administration of, and your participation in, the Credit Card Rewards Program.

19. Address Changes. It is your sole responsibility to promptly advise Alaska Airlines and MBNA of any changes to your mailing address or other contact information. Neither Alaska Airlines nor MBNA is responsible for any lost, misdirected or delayed mail or other communications or any consequences thereof and you agree to release Alaska Airlines and MBNA and their respective affiliates, directors, officers and employees from any and all claims in respect of losses or damages resulting therefrom.

20. Not Affiliated. MBNA and Alaska Airlines are not affiliated in any manner and are not agents, representatives or employees of each other and no party has the power to obligate or bind the other party. The Credit Card Rewards Program, the Alaska Airlines Mileage Plan Program and the Rewards Credit Card Account are independent of each other. MBNA makes no representation as to the quality or fitness for use of any rewards offered under the Alaska Airlines Mileage Plan Program and does not offer, endorse or guarantee any of the goods, services, information or recommendations provided by third parties to you.

21. Liability. None of MBNA, Alaska Airlines or any of their respective affiliates, directors, officers and employees or agents will be liable to you for any action any of them take or fail to take in connection with the Credit Card Rewards Program and/or the Alaska Airlines Mileage Plan Program or any changes in, or termination of, the Credit Card Rewards Program and/or the Alaska Airlines Mileage Plan Program. MBNA and Alaska Airlines, together with all of their respective affiliates, shall not be liable for any damages (including direct, indirect, consequential, incidental, special or punitive) with respect to your participation in the Credit Card Rewards Program or the Alaska Airlines Mileage Plan Program and the type, quality or fitness of goods, services or rewards provided through the Alaska Airlines Mileage Plan Program. The Alaska Airlines Mileage Plan Program is offered by Alaska Airlines and Alaska Airlines is solely responsible for the Program. All Alaska Airlines Mileage Plan Program terms and conditions apply. MBNA is not liable or responsible for the failure of Alaska Airlines to award or redeem any Miles.

ANY PRODUCT, SERVICE OR REWARD OBTAINED THROUGH THE ALASKA AIRLINES MILEAGE PLAN PROGRAM IS PROVIDED “AS IS”, WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MBNA, ALASKA AIRLINES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO,

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AS IT RELATES TO THE ALASKA AIRLINES MILEAGE PLAN PROGRAM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

MBNA, ALASKA AIRLINES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS AND AGENTS DO NOT WARRANT THAT YOUR USE OF ANY REWARDS SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON.

The above information is correct as of September 2020. These Terms and Conditions are available at www.mbna.ca or by calling 1-888-876-6262 to request that a copy be sent to you. All information is subject to change.

mbna

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MBNA is a division of The Toronto-Dominion Bank.

All trade-marks are the property of their respective owners.

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Alaska Airlines Credit Card Rewards Program

Terms and Conditions

Please read this document carefully and keep it in a safe place as it sets out the terms and conditions (the “**Terms and Conditions**”) of the credit card rewards program (the “**Credit Card Rewards Program**”) for the credit card account issued by MBNA (the “**Rewards Credit Card Account**”) that is eligible to earn and accumulate Alaska Airlines Miles (“**Miles**”) under the Alaska Airline rewards program (the “**Alaska Airlines Mileage Plan Program**”). If you are not a member of the Alaska Airlines Mileage Plan Program, you will be automatically enrolled in the Alaska Airlines Mileage Plan Program at no additional cost. However, certain eligibility criteria (described below) must be met in order to earn and redeem Miles under the Credit Card Rewards Program.

Provinces and Territories excluding Québec: This paragraph applies only to the residents of the Provinces and Territories of Canada excluding Québec. It is important to note that the Terms and Conditions set out in this document: (i) relate solely to the Credit Card Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Credit Card Rewards Program; (iii) are separate and distinct from the terms and conditions relating to the Rewards Credit Card Account; and (iv) are separate and distinct from the terms and conditions relating to the Alaska Airlines Mileage Plan Program.

Province of Québec: This paragraph applies to Québec residents only. It is important to note that the Terms and Conditions set out in this document: (i) relate solely to the Credit Card Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Credit Card Rewards Program; (iii) are part of the terms and conditions of the MBNA Account Agreement to which your Rewards Credit Card Account relates; and (iv) are separate and distinct from the terms and conditions relating to the Alaska Airlines Mileage Plan Program.

1. Definitions. In addition to the terms defined above or elsewhere in this document.

“Account” means the account maintained by MBNA that records all Miles earned by you from eligible Rewards Credit Card Account transactions and promotional programs in connection with the Credit Card Rewards Program

“Alaska Airlines” means Alaska Airlines, Inc.;

“MBNA” means The Toronto-Dominion Bank, operating a division as MBNA;

“Net Purchase” means the purchase of goods and/or services made by you or your authorized user(s) through the use of your Rewards Credit Card Account, plus or minus any adjustments made to your Rewards Credit Card Account in respect of those purchases. Net Purchases do not include, and you will not earn any Miles in respect of, interest charges; cash advance, access cheque, deposit and balance transfer transactions; balance(s) permissibly transferred between MBNA credit card accounts or accounts of MBNA affiliates; cash advances re-designated as purchases; the purchase of cash equivalents, including foreign currency, travellers’ cheques, money orders, wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips; unauthorized charges (including those made with a lost, stolen, cancelled or fraudulent Rewards Credit Card Account); credit insurance premiums; over-the-credit-limit fees; and other fees and charges assessed on your Rewards Credit Card Account;

“you” and **“your”** mean the person in whose name MBNA has opened the Rewards Credit Card Account.

2. Acknowledgement. The use of your Rewards Credit Card Account will constitute your acknowledgement of, and agreement with, each of the Terms and Conditions described in this document relating to the Credit Card Rewards Program.

3. Participation Eligibility Requirements. To be eligible to participate in the Credit Card Rewards Program (i.e., earn and redeem Miles), you must satisfy each of the following conditions:

- a) have a Rewards Credit Card Account that is in good standing and has active charging privileges;
- b) be a member in good standing of the Alaska Airlines Mileage Plan Program;
- c) be a member in good standing of the Credit Card Rewards Program;
- d) be an individual (corporations, partnerships and other entities may not participate);
- e) reside within Canada; and
- f) be of legal age to enter into a binding contract for the province or territory in which you permanently reside.

4. Credit Card Rewards Program. The Credit Card Rewards Program offers rewards in the form of Miles that are credited to your Account. Miles awarded under the Credit Card Rewards Program are not your property and have no cash value. Instead, Miles are accumulated and redeemable in the manner described below.

5. Miles Accrual. Following the activation of your Rewards Credit Card Account, Miles are earned and accumulated to your Account in the following manner:

- a) **Base Earn Rate.** One (1) Mile will accrue for every new one dollar in Canadian funds (**CDN\$1.00**) (or Canadian currency equivalent) in Net Purchases charged to Alaska Airlines Preferred, Alaska Airlines Platinum Plus and Alaska Airlines World Elite Rewards Credit Card Accounts (the “Base Earn Rate”).
- b) **Bonus Miles on Alaska Purchases.** For Alaska Airlines Platinum Plus and Alaska Airlines World Elite Rewards Credit Card Accounts, in addition to the Base Earn Rate, an additional two (2) Miles (“Bonus Miles”) will accrue for every new one dollar in Canadian funds (**CDN\$1.00**) (or Canadian currency equivalent) in Net Purchases of Alaska Airlines tickets, Alaska Airlines vacation packages and Alaska Airlines cargo purchases (MasterCard merchant category codes 3256, 5814, 5965, 4722 and 5999) (collectively, “Alaska Purchases”). Alaska Airlines tickets, cruise packages and cargo purchases sold through a travel agency as part of a cruise or tour package other than an Alaska Airlines Vacations package do not qualify for Bonus Miles.
- c) **Mastercard Merchant Categories.** For greater clarity, transactions recorded with a Mastercard merchant category code other than 3256, 5814, 5965, 4722 and 5999 shall not qualify for Bonus Miles set out in subsection 5(b). MBNA does not determine whether merchants correctly identify and bill transactions as being made in each particular merchant category code. However, MBNA does reserve the right to determine whether Net Purchases qualify for any particular earn rate.
- d) **Rounding.** The Miles attributable to Net Purchases that are posted to your Account will be rounded to the nearest whole Mile. More specifically, if the first number following the decimal point is five (5) or greater, then the number of Miles earned will be rounded up to the nearest whole number (i.e., **167.75** Miles rounds up to **168** Miles).
- e) **Miles Accumulation.** There is no limit on the number of Miles that can be earned on Alaska Airlines Rewards Credit Card Accounts. The number of Miles in the Account that have been earned through the use of your Rewards Credit Card Account during a statement period together with any adjustments processed during such statement period will be transmitted by MBNA to Alaska Airlines following each statement period of

your Rewards Credit Card Account. Following receipt of such information, Alaska Airlines will promptly post the net value (which may be a negative amount) of Miles earned during the preceding statement period through the use of your Rewards Credit Card Account together with any adjustments made pursuant to sections 5(g) and (h) below to your Alaska Airlines Mileage Plan Program member account. Miles are not earned and available for redemption until they are posted to your Alaska Airlines Mileage Plan Program member account. Miles will only be earned in respect of a statement period if your Rewards Credit Card Account is open and has active charging privileges on the last day of such statement period.

- f) **Rewards Credit Card Account Statement.** Each Rewards Credit Card Account monthly billing statement will reflect the number of Miles accrued during the statement period reflected on such statement, bonus Miles earned, adjustments to Miles that occurred during such statement period, and such other information as may be determined by MBNA from time to time. Statements will not show cumulative amounts or reflect redemptions of Miles pursuant to the Alaska Airlines Mileage Plan Program.
- g) **Billing Disputes.** If any Rewards Credit Card Account transaction that is subject to a billing dispute is credited to your Rewards Credit Card Account, then the Miles value of that transaction will be immediately deducted from your Account. However, if the disputed charge is reversed, then the Miles value of the transaction will be added back to the Account. MBNA shall, at its sole discretion, be entitled to refuse to award Miles if your Rewards Credit Card Account is being used for business as opposed to personal purposes, for fraudulent or otherwise illegal conduct or for conduct contrary to your credit card agreement with MBNA.
- h) **Credits to your Rewards Credit Card Account.** If any Rewards Credit Card Account transaction is reversed, the Miles value of the transaction will be deducted from your Account balance when the applicable credit is posted to your Rewards Credit Card Account for adjustments made for previously billed charges (e.g. returned item).
- i) **Use of Miles.** Miles cannot be used in partial or total payment of any balance owing in respect of your Rewards Credit Card Account or any other obligation you owe to MBNA.
- j) **Annual Benefits.** In addition to earning Miles, Alaska Airlines Platinum Plus and Alaska Airlines World Elite Rewards Credit Card Account holders may be eligible for annual benefits, which may be subject to additional terms and conditions. To be eligible for annual benefits, an eligible Rewards Credit Card Account must be open and have active charging privileges on the anniversary date of the Rewards Credit Card Account.

6. New and Existing Cardholders. For new cardholders, accrual of Miles will begin on the date on which the first Net

Purchase transaction is charged to your Rewards Credit Card Account. If you are already an MBNA customer and you convert your existing eligible credit card account to the Rewards Credit Card Account, you will not begin accruing Miles until your Rewards Credit Card Account has been created by MBNA and the first Net Purchase transaction is charged to your Rewards Credit Card Account. Miles will not be awarded retroactively.

7. Account Information. Alaska Airlines will be solely responsible for maintaining the number of Miles accumulated by you under the Credit Card Rewards Program. You will receive regular detailed information about the status of your Account. You may contact Alaska Airlines (as detailed below) to make inquiries about your Account.

8. Inquiries. To make inquiries about the Credit Card Rewards Program, contact MBNA by: (i) telephone at 1-888-876-6262; or (ii) mail at MBNA, P.O. Box 9614, Ottawa, Ontario K1G 6E6. To make inquiries about the Alaska Airlines Mileage Plan Program or your Account, contact Alaska Airlines by: (i) telephone at 1-800-654-5669; or (ii) Internet at www.alaskaair.com.

9. Redemption. All redemptions of Miles can only be made through Alaska Airlines in accordance with the terms and conditions of the Alaska Airlines Mileage Plan Program. The Alaska Airlines Mileage Plan Program has detailed terms and conditions, on, among other matters, the accumulation, redemption and expiration of Miles. For information on the Alaska Airlines Mileage Plan Program, including its terms and conditions, please visit www.alaskaair.com. It is your sole responsibility to determine the then applicable terms and conditions related to the Alaska Airlines Mileage Plan Program including, but not limited to, accumulation, redemption and expiration of Miles. MBNA is not responsible for the redemption of Miles and/or the management of the Alaska Airlines Mileage Plan Program and you agree to release MBNA, its affiliates and their respective directors, officers, agents and employees from any and all claims in respect of damages or losses you may suffer due to non-compliance with the terms and conditions of the Alaska Airlines Mileage Plan Program and/or any redemption policies of Alaska Airlines.

10. Tax. You are solely responsible for any personal tax liability arising from your participation in the Credit Card Rewards Program. You should consult with your personal tax advisor in order to determine any personal tax consequences. You understand and agree that neither MBNA nor Alaska Airlines will issue tax receipts in respect of the Credit Card Rewards Program. You hereby agree to release MBNA, Alaska Airlines and their respective affiliates, directors, officers, agents and employees from any and all claims in respect of any tax liability resulting from your participation in the Credit Card Rewards Program.

11. Interpretation and Disputes. Any interpretations, questions or disputes regarding the Credit Card Rewards Program shall be resolved at the sole discretion of MBNA and all decisions made

by MBNA shall be final. Any interpretations, questions or disputes regarding the Alaska Airlines Mileage Plan Program shall be resolved at the sole discretion of Alaska Airlines and all decisions made by Alaska Airlines shall be final.

12. Privacy. You consent to and authorize MBNA, its affiliates, agents and any non-affiliated third party service providers with whom any of the foregoing contract in order to manage the Credit Card Rewards Program, to share information about you, your Rewards Credit Card Account, the Credit Card Rewards Program and the Alaska Airlines Mileage Plan Program as necessary to effect, administer, enforce, service or fulfill the terms of the Credit Card Rewards Program. Examples of information that may be shared may include, but are not limited to, name, address, telephone number, purchase and transaction value and specific information necessary for administering rebate programs and contests and/or promotional offers, to better develop our relationship with you, and to develop products that may be of interest to you. To obtain more information about our privacy terms as they relate to the division operating as MBNA, please visit our website at www.mbna.ca/privacy.

13. Amendments to Credit Card Rewards Program. The Credit Card Rewards Program and its benefits are offered at the discretion of Alaska Airlines and MBNA.

a) **Provinces and Territories excluding Québec:** This section 13(a) applies only to the residents of the Provinces and Territories of Canada excluding Québec.

You understand and agree that we may amend these Terms and Conditions, in whole or in part, at any time with or without notice, provided, however, that MBNA will send notice to your address shown in our records at the time the notice is sent (which may include posting updated changes to our website or to your email address, or by providing notice of the changes with your monthly statement) if any of these Terms and Conditions are amended to impact: (i) eligibility requirements to participate in the Credit Card Rewards Program; (ii) earning Miles or any other rewards (including introducing or changing a limit on the number of Miles that can be earned); (iii) terms above on how to redeem Miles and Account Information; (iv) fees related to the Credit Card Rewards Program, including the introduction of new fees; and (v) transferring, forfeiting or expiring Miles or any other rewards.

b) **Province of Québec:** This section 13(b) applies to Québec residents only. We may amend these Terms and Conditions regarding:

- the eligibility requirements to participate in the Credit Card Rewards Program
- earning Miles or any other rewards (including introducing or changing a limit on number of Miles that can be earned)