

MBNA Smart Cash 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 rewards program (the “**Rewards Program**”) for the MBNA Smart Cash credit card account issued by MBNA (the “**Rewards Credit Card Account**”) that is eligible to earn and accumulate MBNA dollars (“**MBNA Dollars**”). You are automatically enrolled in the Rewards Program at no additional cost. However, certain eligibility criteria (described below) must be met in order to earn and redeem MBNA Dollars under the 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 Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Rewards Program; and (iii) are separate and distinct from the terms and conditions relating to the Rewards Credit Card Account.

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 Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Rewards Program; and (iii) are part of the terms and conditions of the MBNA Account Agreement to which your Rewards Credit Card Account relates.

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

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

“Gas Purchases” means a Net Purchase from a service station merchant that is coded with a MCC in the service stations and automated fuel dispensers categories;

“Gas and Grocery Rate” means the MBNA Dollars that may be earned on eligible Gas Purchases and eligible Grocery Purchases as described in section 5(b);

“Grocery Purchases” means a Net Purchase from a grocery merchant that is coded with a MCC in the grocery stores and supermarkets category;

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

“MCC” means the Merchant Category Code that is used by payment card network participants to classify the type of business in which a merchant is engaged;

“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 MBNA Dollars in respect of, interest charges; cash advance and balance transfer transactions (including access cheques and deposits to a bank account); 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, traveller’s 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; and

“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 Rewards Program.

3. Participation Eligibility Requirements. To be eligible to participate in the Rewards Program (to both earn and redeem MBNA Dollars), 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 Rewards Program;

- c) be an individual (corporations, partnerships and other entities may not participate);
- d) reside within Canada; and
- e) be of legal age to enter into a binding contract for the province or territory in which you permanently reside.

4. Rewards Program. The Rewards Program offers rewards in the form of MBNA Dollars that are credited to your Account. You have no property rights or other legal interest in MBNA Dollars. MBNA Dollars awarded under the Rewards Program have no cash value. Instead, MBNA Dollars are accumulated and redeemable as described in these terms and conditions.

5. Earning MBNA Dollars. Under the Rewards Program, you will earn MBNA Dollars on Net Purchases charged to the Rewards Credit Card Account as follows:

- a) **Base Earn Rate:** You will earn **0.5%** in MBNA Dollars on Net Purchases charged to the Rewards Credit Card Account (the "**Base Earn Rate**"), unless such Net Purchases are subject to section 5(b).
- b) **Gas and Grocery Rate:**
 - i. You will earn **2%** in MBNA Dollars on Gas Purchases and **2%** in MBNA Dollars on Grocery Purchases charged to the Rewards Credit Card Account (the "**Gas and Grocery Rate**"). The Gas and Grocery Rate is in place of and not in addition to the Base Earn Rate.
 - ii. Gas and Groceries Monthly Spend Cap. The Gas and Grocery Rate will no longer apply when the total of Gas Purchases plus Grocery Purchases exceeds **\$500** in any applicable month (the "**Gas and Groceries Monthly Spend Cap**"). If the total of Gas Purchases plus Grocery Purchases in a calendar month exceeds the Gas and Groceries Monthly Spend Cap, your Net Purchases (including your Gas Purchases and your Grocery Purchases) will instead earn the Base Earn Rate.
 - iii. **Payment Card Network Merchant Categories.** For greater certainty, transactions recorded with a MCC other than 5541 and 5542 for Gas Purchases or 5411 for Grocery Purchases shall not qualify for the Gas and Grocery Rate. MBNA does not determine whether merchants correctly identify and bill transactions as being made in each particular MCC. However, MBNA does reserve the right to determine whether Net Purchases qualify for the Gas and Grocery Rate.
- c) From time to time, you may also have opportunities to earn incremental or bonus MBNA Dollars through special offers that will be accompanied by specific rules.
- d) **Rounding.** The number of MBNA Dollars earned resulting from Net Purchases shall be calculated to two (**2**) decimal points. If the number following the two (**2**) decimal points is five (**5**) or greater, then the number of Dollars earned will be rounded up.

- e) **MBNA Dollars Accumulation.** MBNA Dollars shall be calculated separately for each Net Purchase transaction. MBNA will determine, promptly following each Rewards Credit Card Account statement period, the amount of MBNA Dollars that you have earned in the statement period just ended based on the Net Purchases that you and/or your authorized user(s) charged to your Rewards Credit Card Account during such statement period. MBNA Dollars are not available for redemption until they are posted to your Account.
- f) **Rewards Credit Card Account Statement.** MBNA Dollars indicated on the monthly Rewards Credit Card Account statement reflect only the MBNA Dollars earned during the previous statement period, adjustments and redemptions of MBNA Dollars, and other such information as may be determined by MBNA from time to time, up to and including the “**As Of Date**” indicated on your statement.
- 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, the MBNA Dollar value of that transaction will be immediately deducted from your Account. However, if the disputed charge is reversed, then the MBNA Dollar value of the transaction will be added back to the Account.
- h) **Credits to your Rewards Credit Card Account Statement.** The MBNA Dollar value of a transaction will be deducted from your Account balance when a credit is posted to your Rewards Credit Card Account for adjustments made for previously billed charges. Deductions or adjustments may be made from MBNA Dollars to be earned in the future if the current MBNA Dollars balance is not enough to offset the amount of a deduction or adjustment.

6. New and Existing Cardholders. For new Rewards Credit Card Account holders, accrual of MBNA Dollars 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 earning MBNA Dollars 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. MBNA Dollars will not be awarded retroactively.

7. Account Information. MBNA will be solely responsible for maintaining the amount of MBNA Dollars accumulated by you under the Rewards Program. Regular detailed information about the status of your Account will be made available to you.

8. Inquiries. To make inquiries about the Rewards Program, you should: (i) log-in at www.mbna.ca; or (ii) contact MBNA by telephone at 1-888-876-6262 (toll-free – 24-hour service) or (iii) mail to MBNA, P.O. Box 9614, Ottawa, Ontario K1G 6E6.

9. Redemption. All redemptions of MBNA Dollars can only be made in accordance with these Terms and Conditions.

- a) In order to redeem MBNA Dollars or to make inquiries about the Rewards Program or your Account:
- i. You must contact MBNA: A) log-in at www.mbna.ca; or B) call us at 1-888-876-6262 (toll-free).
 - ii. You must have accrued at least fifty (**50**) MBNA Dollars in order to make a redemption request. Redemptions must be made in minimum increments as set by us. To find out what those minimum redemption increments are contact us or visit www.mbna.ca.
- b) MBNA has sole discretion on what redemption options are made available to you. MBNA can offer you a variety of redemption options for MBNA Dollars under the Rewards Program. For example, redemption options may include Rewards Credit Card Account statement credits, electronic deposits to your personal chequing account or charitable donations to participating charitable organizations. Log-in to mbna.ca for full details.
- c) If you redeem MBNA Dollars for a statement credit to pay a portion of the amount owing on your Rewards Credit Card Account, the value of any MBNA Dollars redeemed will be applied as a credit towards your new balance on your Rewards Credit Card Account at the time of redemption. This credit will not affect your minimum payment due for the statement period in which the redemption is processed. You will still need to pay the full minimum payment due as shown on your statement in accordance with the terms and conditions of your Rewards Credit Card Account.

10. Tax. You are solely responsible for any personal tax liability arising from your participation in the Rewards Program. You should consult with your personal tax advisor in order to determine any personal tax consequences. You understand and agree that MBNA will not issue tax receipts in respect of the Rewards Program. You hereby agree to release MBNA and its respective directors, officers, agents, employees, affiliates, successors and assigns from any and all claims in respect of any tax liability resulting from your participation in the Rewards Program.

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

12. Privacy. You consent 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 Rewards Program, to share information about you, your Rewards Credit Card Account and the Rewards Program as necessary to effect, administer, enforce, service and fulfill the terms of the 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 Rewards Program and its benefits are offered at the discretion of 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.

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 Rewards Program; (ii) earning MBNA Dollars or any other rewards (including introducing or changing a limit on the number of MBNA Dollars that can be earned); (iii) the value of MBNA Dollars earned; (iv) redemption of MBNA Dollars, including the redemption options available to you, in accordance with the applicable law; (v) fees related to the Rewards Program, including the introduction of new fees; and (vi) transferring, forfeiting or expiring MBNA Dollars 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 Rewards Program
- earning MBNA Dollars or any other rewards (including introducing or changing a limit on number of MBNA Dollars that can be earned)
- the number of MBNA Dollars earned in your Account without changing their overall value
- redemption of MBNA Dollars, including the redemption options available to you, in accordance with the applicable law
- fees related to the Rewards Program, including the introduction of new fees
- transferring, forfeiting or expiring MBNA Dollars or any other rewards
- the redemption value of MBNA Dollars, without changing the dollar value of MBNA Dollars already earned at the time the change is effective
- benefits under the Rewards Program
- terms associated with cash redemption or any other rewards
- management of your Account
- obligations and liabilities (including related to taxes) under the Rewards Program

- how we may change or terminate the Rewards Program
- ownership of the Rewards Program
- communication between us and you and the management of personal information in relation to the Rewards Program
- any other term and condition of the 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. MBNA may suspend or terminate the Rewards Program at any time upon thirty (**30**) days' notice to you. Any violation of the terms and conditions by you may result in liability for damages, termination of your Rewards Program eligibility and/or loss or revocation of MBNA Dollars. You will be entitled to redeem accumulated MBNA Dollars during the term of the Rewards Program and for the period expiring on the effective termination date of the Rewards Program.

15. Transfer and Assignment of MBNA Dollars. You may not assign, transfer or pledge your MBNA Dollars and MBNA Dollars cannot be used to offset or reduce any obligation you may have to MBNA or its affiliates. MBNA Dollars are not transferable in any circumstance, including, but not limited to, upon death or as part of any domestic relationship's legal proceedings or otherwise.

16. Disqualification/Forfeiture of MBNA Dollars.

- a) MBNA reserves the right to disqualify anyone from participation in the Rewards Program, refuse to award MBNA Dollars 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, any unredeemed MBNA Dollars may be redeemed provided that your redemption request is received by MBNA within **120** days following your request to close your Rewards Credit Card Account. All unredeemed MBNA Dollars shall be automatically, immediately and irrevocably forfeited after such **120** day period.
- 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 MBNA Dollars shall be automatically, immediately and irrevocably forfeited upon your Rewards Credit Card Account being closed.

17. Waiver. No delay or omission by 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. MBNA may, in its 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 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 MBNA's rights or remedies as a result of any other breach of these terms and conditions.

18. Indemnification. You agree to hold MBNA and its directors, officers, agents, employees, affiliates, successors and assigns (collectively, the "**MBNA Indemnitees**") harmless from and against all liability, causes of action, penalties, costs and claims, and will reimburse the MBNA Indemnitees' reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to your participation in the 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 MBNA Dollars, and any damages, injuries or disabilities suffered through use or consumption of any products obtained upon the redemption of MBNA Dollars. You further agree that MBNA has no liability to you in respect of MBNA Dollars.

19. Address Changes. It is your sole responsibility to promptly advise MBNA of any changes to your mailing address or other contact information. MBNA is not responsible for any lost, misdirected or delayed mail or other communications or any consequences thereof and you agree to release MBNA and its affiliates and their respective directors, officers, employees, successors and assigns from any and all claims in respect of losses or damages resulting therefrom.

20. Liability. Neither MBNA nor any of its affiliates or their respective directors, officers, employees, agents, successors or assigns will be liable to you for any action any of them take or fail to take in connection with the Rewards Program or any changes in, or termination of, the Rewards Program. Neither MBNA nor its affiliates or their respective directors, officers, employees, agents, successors or assigns shall be liable for any damages (including direct, indirect, consequential, special, exemplary or punitive) with respect to the participation in the Rewards Program and the type, quality or fitness of goods, services or rewards provided through the Rewards Program.

MBNA, ITS AFFILIATES 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 ARE RESPONSIBLE FOR 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 July 2019. 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.

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