

# Amazon.ca Rewards Mastercard® 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 (“**T&Cs**”) of the credit card rewards program (the “**Credit Card Rewards Program**”) for your credit card account issued by MBNA (“**Rewards Credit Card Account**”) that is eligible to earn and accumulate points (“**Points**”) that will be automatically redeemed for Amazon.ca Gift Card(s) (defined below) as described in these T&Cs. You are automatically enrolled in the Credit Card Rewards Program at no additional cost. However, certain eligibility requirements (described below) must be met to earn and redeem Points 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 these T&Cs: (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 Selected Amazon.ca Account.*

***Province of Québec:***

*This paragraph applies to Québec residents only; It is important to note that these T&Cs: (i) relate 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 Selected Amazon.ca Account.*

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## Section 1: Definitions

In addition to the capitalized terms defined above or elsewhere in this document,

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

**Amazon** means Amazon Services International, Inc. and any affiliates and successor entity(ies) thereof.

**Amazon.ca Account** means the account at Amazon.ca that you used to apply for your Rewards Credit Card Account.

**Amazon.ca Gift Card(s)** means the electronic gift card(s), each with a value of \$20, issued and loaded by Amazon into the Selected Amazon.ca Account upon the automatic redemption of the Points earned by you in accordance with these T&Cs.

**Amazon Sites** means www.Amazon.ca (including any related website or application developed for expedited delivery services in connection therewith) or any successors thereto owned and maintained by Amazon or its affiliates as its principal website for Amazon customers in Canada, and any Amazon-branded physical store locations in Canada owned and maintained by Amazon or its affiliates, including, without limitation, Amazon Books and Amazon Go.

**Eligible Prime Membership** means a current Amazon Prime membership, as determined by Amazon and governed by the Amazon Prime terms and conditions. Please sign-in to [www.amazon.ca/mastercard](http://www.amazon.ca/mastercard) to learn more about Eligible Prime memberships.

**MBNA** means The Toronto-Dominion Bank, operating a division as MBNA.

**Net Purchase** means a purchase transaction made by you or your authorized user(s) using 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 Points in respect of, interest charges; cash

advance, access cheque or balance transfer transactions (including 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, 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 card); credit insurance premiums; over-the-credit-limit fees; and other fees and charges assessed on your Rewards Credit Card Account.

**Selected Amazon.ca Account** means your Amazon.ca Account or such other account at Amazon.ca that you select to associate with your Rewards Credit Card Account instead of your Amazon.ca Account in accordance with the process established by Amazon (learn more about this process at [www.amazon.ca/mastercard](http://www.amazon.ca/mastercard)). The status of the Selected Amazon.ca Account will determine whether your Rewards Credit Card Account earns Points in accordance with Section 5(a)(i) or 5(a)(ii), of these T&Cs, and will also be the account at Amazon.ca that will be sent the Amazon.ca Gift Card(s) pursuant to section 5(d). For clarity (and as further described in section 5(a)), only one Rewards Credit Card Account at any time can be associated with a Selected Amazon.ca Account with Eligible Prime Membership for the purpose of earning Points pursuant to Section 5(a)(i) of these T&Cs, but multiple Rewards Credit Card Accounts can be associated to a Selected Amazon.ca Account for the purposes of redeeming Points pursuant to Section 5(d). If the Rewards Credit Card Account that is associated with the Selected Amazon.ca Account with Eligible Prime Membership is changed, the Rewards Credit Card Account that was the most recently associated to the Selected Amazon.ca Account will earn Points in accordance with Section 5(a)(i), and the Rewards Credit Card Account previously associated to that Selected Amazon.ca Account immediately prior to the change will earn Points in accordance with Section 5(a)(ii). All Amazon.ca Gift Card(s) for a

Rewards Credit Card Account will be loaded by Amazon into the applicable Selected Amazon.ca Account for that Rewards Credit Card Account.

**Whole Foods Market Site** means any physical Whole Foods Market store locations in Canada.

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

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## Section 2: Acknowledgement

The use of your Rewards Credit Card Account will constitute your acknowledgement of, and agreement with, these T&Cs.

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## Section 3: Eligibility Requirements

To be eligible to participate in the Credit Card Rewards Program (i.e., earn, accumulate and redeem Points in accordance with these T&Cs), you must satisfy each of the following conditions:

- a) have a Rewards Credit Card Account that is open with active charging privileges;
- b) have an Amazon.ca Account that is open and in good standing;
- 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.

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## Section 4: Credit Card Rewards Program

The Credit Card Rewards Program allows you, for as long as you meet the eligibility requirements set out above, to earn and accumulate Points that are credited to your Account. Points awarded under the Credit Card Rewards Program have no cash value. Instead, Points are accumulated and redeemable in the manner described below.

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## Section 5: Points

Following the activation of your Rewards Credit Card Account, for as long as you meet the eligibility requirements set out above, you will earn Points on Net Purchases charged to your Rewards Credit Card Account as set out in this section.

**% Back and Points:** "Points" are the rewards you earn under the Credit Card Rewards Program. You may see "Points" or "% Back" in marketing materials when referring to the rewards you earn. The "% Back" amount represents the dollar equivalent of Points. 100 Points are worth \$1 when redeemed in accordance with section 5(d) of these T&Cs. For example, if you earn 2.5% Back on a \$100 purchase, you earn 250 Points, which is worth \$2.50 when redeemed.

- a) **Everyday Earn Opportunities.** The Eligible Prime Membership status of the Selected Amazon.ca Account at the time the Net Purchases are charged to your Rewards Credit Card Account will determine the amount of Points earned by you.
  - i) **Your Rewards Credit Card Account is associated with a Selected Amazon.ca Account with an Eligible Prime Membership.** For every new one dollar in Canadian funds (CDN\$1.00) in Net Purchases charged to your Rewards Credit Card Account:
    - A) Two and one half (2.5) Points will be added to your Account when such Net Purchases are made on or at the Amazon Sites, or a Whole Foods Market Site; or
    - B) One (1) Point will be added to your Account when such Net Purchases are made anywhere else in Canada other than the locations listed in section 5(a) (i)(A) above. For greater certainty, Points earned pursuant to this section 5(a)(i)(B) includes Net Purchases made: (I) from Canadian merchants using Amazon Pay, (II) from any Canadian website operated by Amazon and its affiliates that is not an Amazon Site, and/or (III) from certain third-party vendors operating at Whole Foods Market Sites; or

C) Two and one half (2.5) Points will be added to your Account when such Net Purchases are charged to your Rewards Credit Card Account in a foreign currency, which, for clarity, does not include Net Purchases made on or at the locations listed in section 5(a)(i)(A) above.

For clarity:

- your Rewards Credit Card Account will earn Points pursuant to subsection 5(a)(ii) below instead of pursuant to this subsection 5(a)(i) when the Selected Amazon.ca Account no longer has Eligible Prime Membership status.
- your Rewards Credit Card Account may be added as a payment method to several accounts at Amazon.ca, including other Amazon.ca accounts with an Eligible Prime Membership. However, your Rewards Credit Card Account will only earn Points in accordance with Section 5(a)(i) of these T&Cs if the Selected Amazon.ca Account associated with your Rewards Credit Card Account has Eligible Prime Membership and remains open and in good standing.
- only one Rewards Credit Card Account can be associated with a Selected Amazon.ca Account with Eligible Prime Membership at any time for the purpose of earning Points pursuant to Section 5(a)(i) of these T&Cs. You may change the Rewards Credit Card Account to be associated with any Amazon.ca account with an Eligible Prime Membership at any time in accordance with the process established by Amazon (learn more about this process at [www.amazon.ca/mastercard](http://www.amazon.ca/mastercard)). For clarity:
  - If you, or another person, apply for a new Rewards Credit Card Account using that same Selected Amazon.ca Account with an Eligible

Prime Membership, then upon approval by MBNA, the Rewards Credit Card Account most recently approved will be associated with the Selected Amazon.ca Account and will earn Points in accordance with Section 5(a)(i) of these T&Cs. The other Rewards Credit Card Account that had been previously associated with the Selected Amazon.ca Account immediately prior to the change will instead earn Points in accordance with Section 5(a)(ii) of these T&Cs.

- If you, or another person, change the Rewards Credit Card Account that is associated with a Selected Amazon.ca Account with an Eligible Prime Membership, then the Rewards Credit Card Account most recently associated with the Selected Amazon.ca Account will start to earn Points in accordance with Section 5(a)(i) of these T&Cs. The other Rewards Credit Card Account that had been previously associated with the Selected Amazon.ca Account immediately prior to the change will instead start to earn Points in accordance with Section 5(a)(ii) of these T&Cs.

ii) **Your Rewards Credit Card Account is associated with a Selected Amazon.ca Account that does not have an Eligible Prime Membership.** For every new one dollar in Canadian funds (CDN\$1.00) in Net Purchases charged to your Rewards Credit Card Account:

- A) One and one half (1.5) Points will be added to your Account when such Net Purchases are made on or at the Amazon Sites or a Whole Foods Market Site; or
- B) One (1) Point will be added to your Account when such Net Purchases are made anywhere else in Canada, other than the locations listed in section 5(a)(ii)(A) above.

For greater certainty, Points earned pursuant to this section 5(a)(ii)(B) includes Net Purchases made: (I) from Canadian merchants using Amazon Pay (II) from any Canadian website operated by Amazon and its affiliates that is not an Amazon Site, and/or (III) from certain third-party vendors operating at Whole Foods Market Sites; or

- C) One (1) Point will be added to your Account when such Net Purchases are charged to your Rewards Credit Card Account in a foreign currency, which, for clarity, does not include Net Purchases made on or at the locations listed in section 5(a)(ii)(A) above.

For clarity, the amount of Points earned on any Net Purchases charged in a foreign currency will be determined using the Canadian dollar amount of such Net Purchases after the foreign currency amount has been converted to Canadian dollars as such amount is shown on your Rewards Credit Card Account billing statement.

Below are some examples of how you can earn and redeem Points with your Rewards Credit Card Account.

*Example #1:* if you applied for a Rewards Credit Card Account from an Amazon.ca Account that does not have an Eligible Prime Membership, upon approval of your application, the effect would be:

- Points earn rates:
  - Your Rewards Credit Card Account will get the earn rates set out in section 5(a)(ii).
- Amazon.ca Gift Cards:
  - The Amazon.ca Gift Card(s) for your Rewards Credit Card Account will be loaded by Amazon into your Amazon.ca Account.

*Example #2:* However, if you subsequently associate your Rewards Credit Card Account with a different Selected Amazon.ca Account (that is not the account at Amazon.ca that you used to apply for your Rewards Credit Card

Account) that has an Eligible Prime Membership, the effect would be:

- Points earn rates:
  - Your Rewards Credit Card Account will start to get the earn rates set out in section 5(a)(i).
- Amazon.ca Gift Cards:
  - The Amazon.ca Gift Card(s) for your Rewards Credit Card Account will be loaded by Amazon into the Selected Amazon.ca Account instead of the account at Amazon.ca that you used to apply for your Rewards Credit Card Account.

*Example #3:* If a different Rewards Credit Card Account ("Credit Card B") subsequently gets associated to that Selected Amazon.ca Account that has an Eligible Prime Membership, then the effect would be:

- Points earn rates:
  - "Credit Card B" will start to get the earn rates set out in section 5(a)(i).
  - Your Rewards Credit Card Account will start to get the earn rates set out in section 5(a)(ii).
- Amazon.ca Gift Cards:
  - The Amazon.ca Gift Card(s) for "Credit Card B" will be loaded by Amazon into that Selected Amazon.ca Account.
  - The Amazon.ca Gift Card(s) for your Rewards Credit Card Account will still be loaded by Amazon into that Selected Amazon.ca Account.

The above is provided for example only, and other scenarios may result if you subsequently change the Selected Amazon.ca Account for your Rewards Credit Card Account in accordance with the process established by Amazon (learn more about this process at [www.amazon.com/mastercard](http://www.amazon.com/mastercard)).

- b) **Promotional Earn Opportunities.** In addition to the Everyday Earn Opportunities set out above,

from time to time, you may also have opportunities to earn incremental or bonus Points through special offers that will be accompanied by specific rules and conditions.

- c) **Accumulation and Rounding.** There is no limit on the number of Points that can be earned on your Rewards Credit Card Account. Points 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. The Points attributable to Net Purchases that will be posted to your Account will be rounded to the nearest whole number. More specifically, if the first number following the decimal point is five (5) or greater, then the number of Points earned will be rounded up to the nearest whole number (e.g., 167.75 Points rounds up to 168 Points).
- d) **Redemption.** MBNA will determine the total number of Points in your Account at the end of each statement period for your Rewards Credit Card Account. If the balance equals or exceeds 2,000 Points, MBNA will advise Amazon to issue Amazon.ca Gift Card(s) to your Selected Amazon.ca Account for each increment of 2,000 Points, and MBNA will automatically deduct such number from your Account. For example, if your Account had 9,230 Points at the end of a statement period, MBNA will direct Amazon to issue four (4) Amazon.ca Gift Cards (for a total \$80 value) to your Selected Amazon.ca Account and deduct 8,000 Points from your Account. Amazon.ca Gift Card(s) can only be used on or at the Amazon Sites in accordance with the terms and conditions for such use as determined by Amazon in its sole discretion and set out at Amazon.ca. It is your sole responsibility to determine the then applicable terms and conditions related to the Amazon.ca Account and the Selected Amazon.ca Account, including, but not limited to, the use of Amazon.ca Gift Card(s). For greater certainty, to obtain the Amazon.ca Gift Card(s), the Selected Amazon.ca Account must be open and in good standing. MBNA is not responsible for the issuance by Amazon of the Amazon.ca Gift

Card(s), your use of Amazon.ca Gift Card(s) and/or the management of your Amazon.ca Account (including the process established by Amazon to change the Selected Amazon.ca Account) or the Selected Amazon.ca Account. You agree (for yourself and with full authority on behalf of the holder of the Selected Amazon.ca Account) 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 applicable to the Amazon.ca Account, the Selected Amazon.ca Account and/or any policies of Amazon relating to the use of Amazon.ca Gift Card(s).

- e) **Points Balances.** Each Rewards Credit Card Account monthly billing statement will reflect the number of Points earned during the statement period, the number of Points redeemed for Amazon.ca Gift Card(s) during such statement period, adjustments to Points that occurred during such statement period, the total remaining balance of Points in your Account at the end of such statement period and such other information as may be determined by MBNA from time to time. Statements will not reflect your use of Amazon.ca Gift Card(s) received on the redemption of Points.
- f) **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 Points value of that transaction will be deducted from your Account. This may result in a negative Account balance, and future Points earned will be applied first towards this negative Account balance. However, if the disputed charge is reversed, then the Points value of the transaction will be added back to the Account. MBNA shall, at its sole discretion, be entitled to refuse to award Points 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 or for any other reason as determined by MBNA.



g) **Credits to your Rewards Credit Card Account.** If any Rewards Credit Card Account transaction is reversed (for example, due to refunds, returns and/or unauthorized transactions), the Points 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 the previously billed charge (e.g., returned item). This may result in a negative Account balance, and future Points earned will be applied first towards this negative Account balance.

h) **Use of Points.** Points 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.

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## Section 6: New and Existing Cardholders

For new cardholders, accrual of Points 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 Points 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. Points will not be awarded retroactively.

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## Section 7: Amazon Information

Amazon will be solely responsible: (a) to provide MBNA with information about the Amazon.ca Account and Selected Amazon.ca Account that is required for the purposes of these T&Cs, including, without limitation, the Eligible Prime Membership status of your Selected Amazon.ca Account, (b) for the process to change the Selected Amazon.ca Account, and (c) for administering and honoring the Amazon.ca Gift Card(s) issued to your Selected Amazon.ca Account by Amazon on redemption of Points pursuant to the Credit Card Rewards Program.

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## Section 8: Inquiries

To make inquiries about the Credit Card Rewards Program, contact MBNA by: (i) telephone at 1-833-758-3857 (toll-free – 24-hour service); or (ii) mail at MBNA, P.O. Box 9614, Ottawa, Ontario K1G 6E6. To make inquiries about Amazon's terms applicable to Amazon.ca Accounts, the Selected Amazon.ca Account, or Amazon.ca Gift Cards, see [www.amazon.ca/credit/myrewardscard](http://www.amazon.ca/credit/myrewardscard) or call 1-888-282-7024.

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## Section 9: 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 to determine any personal tax consequences. You understand and agree that neither MBNA nor Amazon will issue tax receipts in respect of the Credit Card Rewards Program. You hereby agree to release MBNA, Amazon 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 and the issuance of Points/Amazon.ca Gift Card(s) and the use of such Amazon.ca Gift Card(s).

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## Section 10: 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.

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## Section 11: Privacy

Email is used by MBNA for service and marketing in accordance with the MBNA Privacy Policy available at [www.mbna.ca/privacy](http://www.mbna.ca/privacy). You can update your email or opt out of marketing by MBNA at any time by calling the number on the back of your card. 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 Credit Card Rewards Program, to



share with Amazon information about you, your Rewards Credit Card Account (including, but not limited to, your Net Purchases), the Credit Card Rewards Program and as necessary to effect, administer, enforce, service or fulfill the terms of the Credit Card Rewards Program and your Rewards Credit Card Account. Your information may also be used by MBNA 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](http://www.mbna.ca/privacy).

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## Section 12: Amendments to Credit Card Rewards Program

The Credit Card Rewards Program and its benefits are offered at the discretion of MBNA. These T&Cs are available at [www.mbna.ca](http://www.mbna.ca) or by calling 1-833-758-3857 to request that a copy be sent to you.

### a) **Provinces and Territories excluding Québec:**

This section 12(a) applies only to the residents of the Provinces and Territories of Canada excluding Québec. You understand that these T&Cs may be amended, 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 MBNA's website or to your email address, or by providing notice of the changes with your monthly statement) if any of these T&Cs are amended to impact: (i) eligibility requirements to participate in the Credit Card Rewards Program; (ii) earning Points or any other rewards (including introducing a limit on number of Points that can be earned); (iii) the value of Points earned; (iv) redemption of Points or any other rewards in accordance with applicable law (including time of redemption and item(s) received on redemption); (v) the introduction of any fees related to the Credit Card Rewards Program; and (vi) transferring or forfeiting Points or any other rewards.

b) **Province of Québec:** This section 12 (b) applies to Québec residents only. MBNA may amend these T&Cs regarding:

- i) eligibility requirements to participate in the Credit Card Rewards Program;
- ii) earning Points or any other rewards (including introducing a limit on number of Points that can be earned);
- iii) redemption of Points or any other rewards in accordance with the applicable law, including time of redemption and item(s) received on redemption, but excluding changes in the value of an Amazon.ca Gift Card;
- iv) introduction of any fees related to the Credit Card Rewards Program;
- v) term and termination of the Credit Card Rewards Program;
- vi) management of the Account;
- vii) number of Points earned in your Account without changing their overall value;
- viii) conversion of Points or other rewards without changing their overall value;
- ix) transferring or forfeiting Points or any other rewards;
- x) obligations and liabilities under the Credit Card Rewards Program;
- xi) ownership of the Credit Card Rewards Program;
- xii) how we communicate with you and the management of personal information in relation to the Credit Card Rewards Program; and/or
- xiii) any other provision of these T&Cs.

If any such amendment pertains to an essential element of these T&Cs, MBNA will send a clear and legible written notice to your address shown in our records at the time the notice is sent, between the 90th and the 60th day before the amendment comes 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 MBNA 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 changes with your monthly statement.

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### Section 13: Termination

MBNA may suspend or terminate the Credit Card Rewards Program at any time upon written notice to you. Any violation of these T&Cs by you may result in liability for damages, termination of your Credit Card Rewards Program eligibility and/or loss or revocation of Points that have not been issued as an Amazon.ca Gift Card. Accumulated Points will be eligible for redemption during the term of the Credit Card Rewards Program until the effective termination date of the Credit Card Rewards Program.

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### Section 14: Transfer of Points

Points are not transferable in any circumstance under the Credit Card Rewards Program, including, but not limited to, upon death or as part of any domestic relationship's legal proceedings or otherwise, or between Accounts if you have two Rewards Credit Card Accounts.

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### Section 15: Disqualification/Forfeiture of Points

- a) MBNA reserves the right to disqualify anyone from participation in the Credit Card Rewards Program, refuse to award Points 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 T&Cs, including, but not limited to, acts of fraud or abuse, or if you no longer meet the Eligibility Requirements.
- b) If you voluntarily close your Rewards Credit Card Account and your Account balance exceeds 2,000 Points at the time such account is closed, following the statement period in which such account is closed, MBNA will advise Amazon to

issue to you an Amazon.ca Gift Card for each increment of 2,000 Points and MBNA will automatically deduct such number from your Account. The remaining balance of unredeemed Points will be automatically, immediately and irrevocably forfeited.

- 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 Points will be automatically, immediately and irrevocably forfeited upon your Rewards Credit Card Account being closed.

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### Section 16: Waiver

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

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### Section 17: Indemnification

You (for yourself and on behalf of the holder of any Selected Amazon.ca Account) 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 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, the issue by Amazon of any Amazon.ca Gift Card(s), any delay, cancellation or failure to

honor for any reason whatsoever any purchase transaction or other products promised upon the use of Amazon.ca Gift Card(s), and any damages, injuries or disabilities suffered through use or consumption of any products obtained upon the use of Amazon.ca Gift Card(s). You further agree that MBNA has no liability to you in respect of Amazon.ca Gift Card(s), or the terms applicable to the Amazon.ca Account or the Amazon.ca Gift Card(s). You also agree (for yourself and on behalf of the holder of any Selected Amazon.ca Account) 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 terms applicable to the Amazon.ca Account or the Selected Amazon.ca Account shall be solely as between you and such other person or entity.

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### **Section 18: Address Changes**

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

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### **Section 19: Not Affiliated**

MBNA and Amazon 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 Rewards Credit Card Account, the Amazon.ca Account and the Selected Amazon.ca Account are independent of each other. MBNA makes no representation as to the quality or fitness for use of any products offered or available through the Amazon.ca Account or the Selected Amazon.ca Account and does not offer, endorse or guarantee any of the goods, services, information or recommendations provided by third parties to you.

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### **Section 20: Liability**

None of MBNA, Amazon or any of their respective affiliates, directors, officers and employees or agents, successors or assigns will be liable to you for any action any of them take or fail to take in connection with the Credit Card Rewards Program, your Amazon membership or any changes in, or termination of, the Credit Card Rewards Program and/or your Amazon membership. MBNA and Amazon, 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 Amazon membership and the type, quality or fitness of goods, services or rewards provided through the Credit Card Rewards Program or your Amazon membership. Your Amazon membership, and Amazon.ca Gift Card(s) are offered by Amazon and Amazon is solely responsible for those programs. All Amazon membership terms and conditions apply. MBNA is not liable or responsible for the failure of Amazon to redeem any Points or issue any Amazon.ca Gift Card(s). You agree (for yourself and on behalf of the holder of any Selected Amazon.ca Account) that any failure by Amazon to issue Amazon.ca Gift Card(s) shall be solely as between you and Amazon.

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