

REWARDS PROGRAM

COLLABRIA CASH BACK CARD

Please note that this agreement is effective until January 25, 2021.

By using your Collabria Cash Back Card, you agree to the following terms and conditions which form part of the Collabria Cardholder Agreement between you and us. In these terms and conditions, “you” and “your” means the Primary Cardholder and any Joint Cardholder and “we”, “our” and “us” means Collabria Financial Services Inc. (Collabria). All other definitions contained in the Collabria Cardholder Agreement apply to these terms and conditions.

I. Definitions

In this agreement:

- **“Account”** means a Collabria account established in the name of the Primary Cardholder;
- **“Account Credits”** means a Canadian dollar value available as Rewards in the Program which is credited to your Account when redeemed;
- **“Authorized User”** means an individual who has been authorized to use the Card by a Primary and/or Joint Cardholder but is not financially liable for the Account;
- **“Card”** means a Collabria credit card we issue and any renewals or replacements of it that we issue and any other payment device we provide you to enable you to use the Account;
- **“Card Network”** means Mastercard International Inc. or Visa Inc., depending of your Card affiliation as specified in the Card Carrier;
- **“Cash-like Transaction”** means any transaction involving the purchase of items directly convertible into cash as classified by the Card Network and includes the following transaction types: gaming and gambling transactions, money orders and wire transfers, ATM and over-the-counter cash withdrawals, foreign currency purchase at a bank or currency exchange office, traveller’s cheques, and stocks and shares;
- **“Convenience Cheque”** is a cheque provided by Collabria that you can use to make purchases and receive Cash Advances. The amount used on a Convenience Cheque will be applied as a Cash Advance Transaction to your account;
- **“Earn Rate”** means the award level described in Section 2 (Program Summary) of these terms and conditions;
- **“Foreign Currency”** means any currency other than Canadian dollars;
- **“Gift Card”** means a gift card that is provided as a Gift Card Reward;
- **“Gift Card Rewards”** means any gift cards that are available as Rewards in the Program;
- **“good standing”** means an Account that is not cancelled, past due or otherwise in default under the terms of the Collabria Cardholder Agreement, including these terms and conditions;
- **“Joint Cardholder”** means a cardholder who applied for a card and is financially liable for the Account along with the Primary Cardholder;
- **“Merchandise Rewards”** means any merchandise that is available as Rewards in the Program;
- **“Net Purchases”** means purchases of goods and services charged to the Account, less refunds and adjustments;
- **“Point”** means a Collabria Rewards Point issued in accordance with the Program;
- **“Primary Cardholder”** means the person who applied for a Card and in whose name we opened an Account;
- **“Program”** means the Collabria Rewards Program for the Collabria Cash Back Card;
- **“Rewards”** means any Merchandise Reward, Travel Reward, Gift Card Reward or Account Credit Reward that is available in this Program; and
- **“Travel Rewards”** means any travel services (including air travel, hotels and car rentals) that are available as Rewards in the Program.

2. Program Summary

The Program awards:

- One (1) Point for every \$1 of Net Purchases, except for purchases at gas stations and automated fuel dispensers charged to a Collabria Cash Back Card; and
- Two (2) Points for every \$1 of Net Purchases at gas stations and automated fuel dispensers charged to a Collabria Cash Back Card, subject to the conditions set out in Section 5 (Points Issuance).

We will confirm your enrollment in the Program by having your Account statement show that Points have been issued.

3. How to Contact Us

For questions regarding the Program, visit [Collabria Rewards Program](#) or call Cardholder Service at 1.855.341.4643.

4. Joint Cardholders and Authorized Users

Points earned by a Joint Cardholder and/or Authorized Users are automatically added to the Primary Cardholder's Points account. Points earned on any Collabria Cash Back Card other than your Card can't be added to your Points account. Authorized Users do not have any rights against us in relation to the Program.

5. Points Issuance

Net Purchases qualify for the issuance of Points only if your Account is in good standing.

Net Purchases are charged to your Account after your enrollment in the Program has been completed. Points are calculated by the Earn Rate multiplied by your Net Purchases, rounded to the nearest whole dollar. Any Cash-like Transactions including Cash Advances, and interest charges, fees, payments, credit or debit adjustments and any amount other than Purchases that may be charged to your Account with your Card or Convenience Cheques, do not qualify for Points. We may establish other qualifying and non-qualifying transactions from time to time, provided that we will provide you with prior written notice of such change at least 60 days prior to that change and that notice will contain a description of the change (including, as applicable, a description of the new/amended clause and the former version of the clause).

If your Account statement shows more refunds than Purchases, Points will be deducted from accumulated Point balance or from Points to be issued in the future. These deductions will be calculated on the same basis as set out above.

6. Bonus Program Rewards

From time to time, we may offer bonus program rewards points based on a higher Earn Rate or for Purchases at designated merchants or merchant types. Additional terms and conditions may apply to these programs.

We may also offer a first use bonus on your Card, which is applied to your Points account when making your first Purchase with your Card.

7. Crediting your Points Account

Except when your Account is not in good standing or when your Account is closed, Points earned each month through use of the Card will be automatically transferred to your Points account on a monthly basis at the time of your periodic Account statement.

8. Cancelling and Withdrawing Points

We may cancel or reverse any Points that have been mistakenly issued. We may refuse to issue Points or may withdraw Points already issued, if we have reason to believe that you caused or allowed a breach of the Collabria Cardholder Agreement, including these terms and conditions. We may refuse to transfer any Points in the Points account or may withdraw any Points already issued to the Points account if we cancel any Card on your Account or withdraw all your rights and privileges in respect of your Card and your Account.

9. Redeeming Your Points for Rewards

Points can only be redeemed by the Primary Cardholder or a person authorized in writing by the Primary Cardholder to provide instructions to us, and obtain information from us about your Points account. Points can only be redeemed once they are credited to your Points account as described in Section 7 (Crediting your Points Account). In order to redeem Points, your Account must be in good standing.

10. Closing of the Account

Points will not expire as long as your Account remains open and in good standing, except as described in Section 19 (Termination of the Program). Upon closure of the Account, your Points will be forfeited on the date of closure.

11. Redeeming Points for Travel Rewards, Merchandise Rewards, Gift Card Rewards and Account Credits

You will receive Points based on the information provided in Section 2 (Program Summary). You must have 100% of the required Points at the time you are requesting redemption.

You can order Travel Rewards, Merchandise Rewards, Gift Card Rewards and Account Credits online at [Collabria Rewards Program](#), as long as you have the necessary number of Points posted to your Points account.

All Rewards are subject to availability. If an item is unavailable, you will be contacted to discuss whether you wish to order an alternative Reward. In such case, you will have the option of declining the substitute item at no cost if it does not meet your needs. If you decline the offer to substitute or if no similar item is available, you will be able to cancel your order and the applicable Points will not be redeemed.

Gift Cards may be subject to certain terms and conditions set by the party issuing the Gift Card, which are subject to change from time to time. We are not responsible if a Gift Card is not honoured for any reason, including the insolvency or bankruptcy of the Gift Card issuer. Printed certificates, tickets, Gift Cards or other printed Rewards will be sent by mail.

The required number of Points for each Reward is set out in our online [Rewards catalogue](#) as well as any advertisements or other special offers that we may send to you and includes any taxes and basic shopping charges.

12. Return of Merchandise Rewards

Satisfaction Guarantee — Merchandise Rewards may be returned within fifteen (15) days in the original unopened package, in re-sellable condition. In this situation, return shipping costs are your responsibility. Travel Rewards, Gift Card, Account Credits, printed certificates, tickets or other printed Rewards are excluded.

Damaged or Defective Items — Notification of a damaged (in transit) item must be made within forty-eight (48) hours of receipt so that a claim can be created with the shipper. Notification of a defective item must be made within thirty (30) days of receipt. In the case of a damaged item or a defective item, you will not be responsible for shipping costs.

13. Yours Points Account Statement

Where Points are issued, your Points account statement, which is included in your Account statement will show the number of Points, if any, earned for that month's Net Purchases. You must tell us in writing, no later than 30 days after your Account statement date, of any mistakes to your Points account statement or missing information in your Point account statement. If you do not tell us, you agree that your Points account statement is correct, except for any amount we applied incorrectly which we may reverse at any time. You can also view your Points balance at [Collabria Rewards Program](#).

14. Limitation of Liability and Additional Terms

Points are not transferrable and are not redeemable for cash. You are subject to, and must comply with, any additional terms, conditions and restrictions that apply to any Reward that you receive, including those imposed by the Reward provider.

Not applicable to the residents of Quebec to which the Quebec Consumer Protection Act applies:

You release us and our agents from any and all liability to you or any other person regarding the redemption of Points, the receipt or use of any Rewards or your participation in the Program.

Not applicable to the residents of Quebec to which the Quebec Consumer Protection Act applies:

Without limiting the generality of the foregoing, in no event will we be liable or responsible for, and you release us from, all claims in respect of any loss or damage suffered in connection with the Program by you or others that is caused by:

- failure by us to provide you with one or more Points account statement(s);
- any errors or omissions in the Rewards catalogue and other sources;
- redemption of my Points or any problem that you or others have in connection with your Rewards. By redeeming your Points for a Reward, you release us from any and all liability and claims regarding the redemption or use of such Reward;
- redemption of your Points by the Authorized Users or others;
- loss or theft of a Reward;
- suspension or termination of the Program for any reason;
- suspension or termination of your membership in the Program, the closing of your Account or the cancellation or invalidation of any or all of your Points;
- cancellation of any Reward;
- failure by us or any Rewards provider to provide you with information which results in travel arrangements that have a higher cost or differ in any way from arrangements which may be available through other sources;
- performance or action of a travel supplier in any way, including the failure of any travel supplier to perform as described;
- the purchase of a product or service from a participating retailer, merchant or service provider in connection with the Program; or
- linking to a website not owned or operated by us.

15. Tax

Any tax liability arising from the accrual or redemption of Points or the receipt of a Reward is your responsibility.

16. Use of Information

The protection of your personal information is essential to us. Please refer to the "[Collabria privacy policy summary](#)" to understand how and why we collect, use and share your personal information. The "Collabria privacy policy summary" also explains how long and where we retain personal information and the rights you may have in relation to your personal information. If you have any question or complaint regarding the "Collabria privacy policy summary" or any question regarding our privacy practices and/or your rights regarding your Personal information, please contact: privacy@collabriafinancial.ca.

You give express consent to Collabria, its mandataries and its agents to collect and use information about the types of transactions that are made using your credit card so they can determine the category of eligible purchases and grant rewards according to these Rewards Program terms and conditions.

17. Waiver

Any waiver by us of the strict observance, performance or compliance by us of any portion of these terms and conditions, and any extension of time or other indulgence granted by us, either expressly or by course of conduct, shall not alter, affect or prejudice any of our other rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of our rights and remedies arising in respect of any other breach of these terms and conditions. No delay or omission by us in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy.

18. Death and Divorce

In the event of the death of the Primary Cardholder, Points earned in the Points account may be redeemed by the beneficiary designated by the Primary Cardholder's estate trustee or executor in writing. We may request additional documentation to process these redemptions. Points are not divisible in case of separation or divorce.

19. Amendments

We may make changes in the Program including but not limited to:

- Changes to any Reward;
- Changes to the Points required to be redeemed for any Reward; and
- Changes to the Earn Rate;

provided that we will provide you with prior written notice of such change at least 60 days prior to that change and that notice will contain a description of the change (including, as applicable, a description of the new/amended clause and the former version of the clause).

20. Applicable Law

These terms and conditions will be governed and interpreted in accordance with the laws of the province or territory in Canada where the Primary Cardholder resides or most recently resided and the laws of Canada, as applicable. If the Primary Cardholder has not resided in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.