

# MEMBERSHIP REWARDS® PROGRAM TERMS AND CONDITIONS

Issuer: Amex Bank of Canada

## INTRODUCTION

The Membership Rewards® program allows you to earn Membership Rewards points for most transactions using certain American Express® cards. You can redeem your points for rewards or you can transfer points to select third party programs. Details are set out below.

## ABOUT MEMBERSHIP REWARDS

### THESE MEMBERSHIP REWARDS TERMS AND CONDITIONS

These Terms and Conditions apply to your participation in the program and replace any previous versions. We may provide you important information about the program through other means such as our website, your cardmember agreement, or following the Information Box and Disclosure Statement provided in the materials we sent with your card.

### CHANGING THE TERMS AND CONDITIONS AND THE PROGRAM

Subject to applicable law, we may change these Terms and Conditions including the earn rate, rewards, reward partners or imposing caps and/or fees on earning and/or redeeming points at any time by giving you notice in electronic form or in other ways. For consumers in Quebec, we will only make changes that are not prohibited under the *Quebec Consumer Protection Act* or other applicable consumer protection laws.

If the change is to your advantage we can make it immediately and tell you about it later. Otherwise we will give you at least 60 days' notice before the change becomes effective.

If we change the rate at which you can redeem points with key reward partners like an airline or hotel, make significant changes to the redemption requirements with key reward partners or key reward partners are no longer part of the program, we will give you 60 days or, if that is not possible, as much notice as we can, before the change becomes effective. There may be situations where we must make the change immediately, for example if a key reward partner ceases operations.

### WORDS YOU WILL WANT TO KNOW

**"card"** means your American Express card used for the purposes of the Membership Rewards program unless the context suggests a broader definition.

**"cardmember agreement"** means the terms governing your card.

**"cash equivalent transaction"** means using your card account to obtain or forward cash or something that is easily converted into cash. Examples include: purchases of foreign currency, gift cards (purchasing and reloading), traveller's cheques, money orders, bank drafts, casino gaming chips, wire transfers and all similar transactions. It also includes balance transfers, cash advances, person to person payments, and the use of credit card cheques and other similar devices or offerings, whether offered by us or through a third party.

**"earn rate"** means the number of points you can earn for each Canadian dollar of purchases made on your card.

**"points account"** means the account opened for you to earn Membership Rewards points which we refer to as **"points"**.

**"program"** means the Canadian Membership Rewards program.

**"rewards"** are the goods and services you get for redeeming points.

**"we", "us" and "our"** means the Amex Bank of Canada.

**"you" and "your"** means the individual who holds an American Express Card.

## MEMBERSHIP REWARDS CUSTOMER SERVICE

For any inquiries and more information related to the program and your redemption options, please visit [membershprewards.ca](http://membershprewards.ca) or call: 1-800-668-AMEX (2639).

Small Business Cardmembers may call 1-888-721-1046.

Corporate Cardmembers may call 1-800-716-6661.

All questions or disputes about program eligibility, earning points or redeeming points will be resolved solely by us.

## ENROLMENT, FEES AND LINKING CARDS

### ELIGIBILITY AND ENROLMENT IN THE PROGRAM

We will tell you if your card is eligible to participate in the program. We will also tell you if enrollment is required. Only select American Express cards issued by Amex Bank of Canada can be enrolled.

Your card must be in good standing to be enrolled and stay in the program.

Supplementary cards associated with your card will earn points towards your points account, not their own or another person's points account.

If you have a corporate card, your company or employer must also approve your participation in the program. Only individuals, and not companies or other corporate entities can hold a points account.

### REWARD TIERS AVAILABLE IN THE PROGRAM

Each card that is eligible for the program is assigned a specific tier which determines the rewards available to you. We may also refer to reward tiers as rewards levels in some of our material.

The different reward tiers are:

- Membership Rewards First™ Tier
- Membership Rewards Tier
- Membership Rewards Select Tier
- Choice by Membership Rewards Tier

Different tiers have different reward options, for example, some allow point transfer to airline frequent flyer programs while others do not. We will tell you which reward tier applies to your card in your cardmember agreement, or the additional material we provide you with your card.

Please see the "About Redeeming Points" section below for a list of available rewards and the exclusions for each tier.

## FEES

The following is a list of program fees that will be charged to your card where applicable.

### For Personal and Small Business Cards:

|  |   |
|--|---|
| Annual enrollment fee – to enroll in the program | <p>\$50 for The American Express® Card<br/>\$50 for The American Express® Corporate Card for Small Business</p> <p>\$0 for:</p> <ul style="list-style-type: none"><li>• <i>Centurion® Card</i> from American Express®</li><li>• <i>Choice Card</i> from American Express™</li><li>• <i>ChoicePlus Card</i> from American Express™</li><li>• <i>The American Express Cobalt™ Card</i></li><li>• <i>The American Express® Gold Rewards Card</i></li><li>• <i>The Platinum Card®</i></li><li>• <i>The American Express® Business Gold Rewards Card</i></li><li>• <i>The Business Platinum Card®</i> from American Express®</li></ul> |
|--|---|

|   |   |
|---|---|
| Points Reinstatement Fee – if we agree to return lost or forfeited points | \$20 per online request for each monthly reinstatement<br><br>\$30 per telephone request for each monthly reinstatement |
|---|---|

#### **For Corporate Cards:**

|   |  |
|---|--|
| Annual enrollment fee – to enroll in the program                                  | \$99 for: <ul style="list-style-type: none"> <li>• The American Express® Corporate Card</li> <li>• The American Express® Corporate Gold Card</li> </ul><br>\$0 for The Corporate Platinum Card® from American Express® |
| Annual linked card fee – to link a corporate card to your personal points account | \$75 for cards enrolled in the Membership Rewards Tier<br><br>\$0 for cards enrolled in the Membership Rewards First Tier  |
| Points Reinstatement Fee – if we agree to return lost or forfeited points         | \$20 per online request for each monthly reinstatement<br><br>\$30 per telephone request for each monthly reinstatement  |

## **LINKING YOUR CARDS TO A SINGLE POINTS ACCOUNT**

If you have more than one card that allows you to earn points, you can ask that they be linked so that points are accumulated in the same points account (linked cards). To be linked, your cards have to be issued in your own name (including your corporate card).

Generally, linked cards must participate in the same reward tier, however you can request to link a card that participates in the Membership Rewards Tier to a card in the Membership Rewards First™ Tier. If we agree to link your cards, points earned on both cards will be credited to the points account in the Membership Rewards First™ Tier.

Linked cards must be in good standing (e.g. not past due) at time of linking and must be billed in Canadian dollars. We can de-link your cards at any time, such as if one card is transferred to a different reward tier. If we de-link your cards, we will tell you before we do so. American Express Cobalt™ cards currently participate in the Membership Rewards Select Tier and may not be linked with cards in the other tiers.

## **ABOUT EARNING POINTS**

### **HOW MANY POINTS YOU CAN EARN FOR YOUR PURCHASES**

From the time your card is enrolled in the program (whether automatic or optional enrollment), the earn rate is the number of points for each Canadian dollar in purchases charged to your card. Please see “Appendix 1 – Earn Rates by Card” for a full listing of earn rates.

You will earn points on all eligible transactions. Eligible transactions are purchases made using your card, except for the transactions described in the section below called “When You Will Not Earn Points”. Points have no cash value and cannot be exchanged for cash, sold or traded in any other way.

We may also offer bonus earn rates, or the ability to earn extra points (which may be subject to a cap), as a feature on certain cards or as a limited time promotion. For example, you could earn one extra point on purchases charged to your card at specified merchants or at eligible merchants in specified categories of merchants.

Merchants are typically assigned codes and categorized based on what they primarily sell. For example, if we offer a bonus earn rate at merchants in the restaurant category, dining transactions within retail department stores and at hotels may not be eligible for the bonus earn rate at restaurants.

### **American Express Platinum Card Eligible Purchase Category Definitions**

Eligible dining in Canada means consumer retail purchases at American Express merchants in Canada that are stand-alone restaurants, quick service restaurants, coffee shops and drinking establishments as categorized on American Express systems but does not include purchases for dining within a retail store, hotel or other merchant that is not categorized as dining and does not include alcohol retailers. This will be referred to as Eligible Dining on your statement.

Eligible travel means consumer purchases at American Express merchants whose primary business is the sale of travel services or travel bookings including merchants selling air, water, rail and road transport, lodging merchants and tour operators as categorized on American Express systems.

### **American Express Gold Rewards Card Eligible Purchase Category Definitions**

Eligible gas station purchases means consumer retail automobile gasoline purchases at American Express merchants that are stand-alone gasoline stations in Canada as categorized on American Express systems.

Eligible grocery store purchases means consumer retail purchases at American Express merchants in Canada that are stand-alone grocery stores whose primary business is the sale of everyday food and grocery items as categorized on American Express systems excluding purchases at stand-alone merchants selling alcohol, wholesale clubs and merchants that sell general merchandise and also sell food and grocery items.

Eligible drugstore purchases means consumer retail purchases at American Express merchants in Canada that are stand-alone drugstore merchants as categorized on American Express systems, excluding purchases at medical facilities, wholesale clubs and retail stores for which a drugstore or pharmacy is adjunct to their primary business.

Eligible travel purchases means consumer purchases at American Express merchants whose primary business is the sale of travel services or travel bookings including merchants selling air, water, rail and road transport, lodging merchants and tour operators as categorized on American Express systems.

### **American Express Cobalt Card Eligible Purchase Category Definitions**

Eligible restaurant, quick service restaurant, coffee shop and drinking establishment purchases means consumer retail purchases at American Express merchants in Canada that are stand-alone restaurants, quick service restaurants, coffee shops and drinking establishments as categorized on American Express systems but does not include purchases for dining within a retail store, hotel or other merchant that is not categorized as a restaurant and does not include alcohol retailers. This will be referred to as eligible restaurant purchases on your statement.

Eligible grocery store purchases means consumer retail purchases at American Express merchants in Canada that are stand-alone grocery stores whose primary business is the sale of everyday food and grocery items as categorized on American Express systems excluding purchases at stand-alone merchants selling alcohol, wholesale clubs and merchants that sell general merchandise and also sell food and grocery items.

Food delivery service purchases means consumer retail purchases at American Express merchants in Canada whose primary business is the delivery of food and groceries items as categorized on American Express systems but excluding merchants that sell general merchandise and also provide food delivery service.

Eligible gas station purchases means consumer retail automobile gasoline purchases at American Express merchants that are stand-alone gasoline stations in Canada as categorized on American Express systems excluding merchants that sell general merchandise and also sell automobile gasoline.

Eligible travel purchases means consumer purchases at American Express merchants whose primary business is the sale of travel services or travel booking including merchants selling air, water, rail and road transport, lodging merchants and tour operators as categorized on American Express systems.

Eligible transit purchases means consumer local commuter purchases at American Express merchants in Canada whose primary business is local commuter transportation including subway, streetcar, taxi, limousine and ride sharing services.

### **Choice Card from American Express and the ChoicePlus Card from American Express**

Please see the cardmember agreement for details about the earn rate at select merchants for the Choice Card from American Express and the ChoicePlus Card from American Express.

## **WHEN YOU WILL NOT EARN POINTS**

You will not earn points for the following:

- charges processed, billed or prepaid to your card prior to your enrollment in the program
- interest
- card fees
- program enrollment fees
- cash equivalent transactions, whether or not they appear as purchases on your monthly statement
- points earned in any way that breach or that are not intended to be earned by these Terms and Conditions or any other terms you are subject to
- any other transaction we tell you is excluded from earning points

You agree that you are not entitled to earn points for transactions in any of the categories listed above. If we award points for a transaction in one of these listed categories, we will be entitled to deduct them from your points account. If you receive points in error and then take steps to repeat the transaction type we may, at our discretion, consider that to be abuse related to the program. If you applied for multiple cards to earn points, if you cancelled or downgraded your card after acquiring it, or if you cancelled or returned purchases you made to earn points, we may, at our discretion, consider that to be abuse related to the program. Please see the section titled “Other Important Information” for further detail on the consequences of abuse in relation to the program.

Bonus earn rates will not apply, or you will not earn extra points, if a merchant category for a purchase is not identified. This may happen when the transaction information we receive does not come directly from the merchant, for example, when the purchase is made:

- i. using your payment account with a third party,
- ii. using your card at an online retailer that sells goods and services of other merchants, or
- iii. if the merchant uses a third-party payment service, e.g. a card reader attached to a mobile phone

## **WHEN YOU GET A REFUND**

If you refund a purchase on your card, we will remove any points earned for the original purchase from your points account. If your earn rate changes, the new earn rate will apply to refunds regardless of the original earn rate for the purchase. This may result in a negative points balance.

## **HOW WE CALCULATE POINTS EARNED**

To work out how many points you earn, we multiply the Canadian dollar value of each eligible transaction by the earn rate. If the result includes a fraction of a point, we round up or down to the nearest whole point.

For example, if you spend \$1.50 and your earn rate is 1 point per \$1 spent, you will earn 2 points (because we round 1.50 points up to 2 points). If you spent \$1.49 you would be awarded 1 point (because we round 1.49 points down to 1 point).

Please see “Appendix 1 – Earn Rates by Card” for examples of how we calculate points earned.

## **MONTHLY STATEMENTS**

We will tell you the number of points earned each month in your card statement. If you have enrolled in online services or have added your card in the Amex mobile app, you can log in to check your points balance at your convenience. Please note that points you may have earned for your most recent transactions may not be reflected immediately.

Please review your statement regularly to ensure your points balance and related transactions are accurate and notify us promptly of any questions regarding the program including points earned or redeemed. This includes the categorization of merchants related to earn rates. If you do not notify us of a discrepancy on your statement within 60 days of the closing date on your statement, your points balance will be considered accurate except if you received an improper or unfair benefit.

## **EXPIRATION OF POINTS**

There is no expiry or use by date on points while you stay enrolled in the program.

## **HOW TO TRANSFER POINTS AND POINTS ACCOUNTS BETWEEN REWARD TIERS**

Depending on your card type, your points account may be transferred to a different reward tier, for example when you upgrade your card.

Transferred points will only be eligible to redeem for rewards in the reward tier they have been transferred to. Once you transfer points from one reward tier to another, you cannot transfer them back.

## **ABOUT REDEEMING POINTS**

### **GENERALLY**

If you redeem points, you must still make a separate payment of the amount due on your card. If you have an American Express credit card, redemption of points is not considered a payment towards the balance on your card or payment of the minimum payment due. You must still make a separate payment of at least the minimum payment due.

If you want to redeem points, your card and all other linked cards must not be past due (e.g. we have not received the required minimum monthly payment due on the card on time). If a card is past due, we must first receive the amount owing in order for you to redeem points.

Special offers on your account (such as the American Express Installment Program) may affect the way you earn and/or redeem points. Please see the full terms and conditions of each eligible reward for more details.

### **HOW TO PURCHASE POINTS**

If you need extra points for a redemption, you can purchase points for up to 25% of the points required for a reward at the time of redemption. You must purchase points in increments of 100 points with a minimum purchase of 1,000 points. Additional terms may apply.

You cannot purchase points for corporate cards.

## REWARD ELIGIBILITY BY REWARD TIER

The following table outlines the available rewards and exclusions for each reward tier.

| Eligible Rewards                               | Membership Rewards First™ Tier | Membership Rewards Tier | Membership Rewards Select Tier | Choice by Membership Rewards Tier |
|--|--------------------------------|-------------------------|--------------------------------|-----------------------------------|
| Merchandise, Gift Cards, and Gift Certificates | •                              | •                       | •                              | •                                 |
| Flexible Points Travel Program                 | •                              | •                       | •                              | •                                 |
| Fixed Points Travel Program                    | •                              | •                       | •                              | •                                 |
| Use Points for Purchases†                      | •                              | •                       | •                              | •                                 |
| Points for Annual Card Fee†                    | •                              | •                       | •                              |                                   |
| Points for Concierge Bookings†                 | •                              |                         |                                |                                   |
| Shop with Points                               | •                              | •                       | •                              | •                                 |
| Transfer to Airline Frequent Flyer Programs    | •                              | •                       |                                |                                   |
| Transfer to Hotel Rewards Programs             | •                              | •                       | •                              | •                                 |

†corporate cardmembers are not eligible for these rewards

## TRANSFERRING POINTS TO A THIRD PARTY PROGRAM

A third party program is an airline frequent flyer program, a hotel rewards program or other third party rewards program to which we allow you to transfer your points. Subject to applicable law, we will decide how to calculate and manage the transfer of points, and we may change the terms for point transfers from time to time in accordance with the section “Changing the Terms and Conditions and the Program”. For more information on transferring points to a third party program, please visit [membershipewards.ca/aboutredeeming](https://membershipewards.ca/aboutredeeming).

To transfer points to a third party program, you must first connect your points account with us to the account in your name with the third party. Transferred points are not part of the program anymore and are covered by the terms and conditions of the third party. For example, points transferred to an airline or hotel rewards program may have an expiry or use by date.

Points transferred to a third party program, are subject to the terms and conditions of that third party program. Some travel insurance benefits included with your card may not provide coverage for trips purchased with points from a third party program. Please review the terms and limitations outlined in your insurance certificates.

Once points are transferred to a third party program, the transfer cannot be reversed. We are not responsible for points once they are transferred. It is important that you give us the right third party account number because we use and rely on it. You agree that we may ask the third party to confirm the account number you provide, including confirmation that the account is in your name.

## REDEEMING POINTS FOR MERCHANDISE, GIFT CARDS, AND GIFT CERTIFICATES

You can redeem points for rewards such as merchandise, gift cards and gift certificates (including electronic forms). Please consult the terms that come with the reward for additional information, such as expiry or use by dates and refund policies.

Once we deliver a reward, we are not responsible for loss or theft of that reward.

We will tell you when to expect delivery of the reward. If for any reason we cannot deliver the reward within the time that we have told you, we may give you an alternate delivery time, send you a different reward of equal or greater value, or refund the points. If a reward is undelivered, you have 28 days to tell us. Please contact us before this period ends as after it ends, we have no obligation to replace the reward or give you any other compensation.

Once you redeem points for merchandise, gift cards, or gift certificates, they are not refundable, replaceable, or redeemable for cash, credit, or points.

## **FLEXIBLE POINTS TRAVEL PROGRAM**

Your points can be used to pay for new travel purchases, including taxes, surcharges and fees booked through American Express Travel Services or at [americanexpress.ca/travel](http://americanexpress.ca/travel) with the Flexible Points Travel Program.

When you redeem points for an eligible travel booking, the full cost of the flight, including taxes, fees and carrier surcharges will be charged to your card. Within 10 business days from the date of booking, you will receive a statement credit for the amount you redeemed. If your statement monthly cycle cut date falls between the date the transaction is recorded on your statement and the date the statement credit is processed, you will be responsible for paying your monthly statement in full. The statement credit will be applied against your next statement.

Changes to travel bookings are under the terms, and subject to applicable fees, of the travel supplier. If the travel supplier provides a refund, you will receive a credit to your points account or statement credit, less any charges or fees they may have applied. A credit to your points account or towards your statement for a refund may take 6 to 8 weeks to process.

Points cannot be redeemed for commercial travel. You are responsible for taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.

Certain travel related benefits that may be available on your Card may not cover travel booked with points or through the Flexible Points Travel Program. Please refer to your Certificates of Insurance for full details.

Travel bookings made by redeeming points may not qualify for third party rewards.

Full terms and conditions for American Express Travel can be found at [www.americanexpress.ca/travel](http://www.americanexpress.ca/travel).

## **FIXED POINTS TRAVEL PROGRAM**

You can redeem a fixed number of points to cover the base ticket price of eligible flights up to the applicable maximum base ticket price.

The base ticket price (often referred to by airlines as the base fare) excludes taxes, fees and carrier surcharges. You will be charged for these additional costs and any dollar amount that exceeds the applicable maximum base ticket price.

The Fixed Points Travel Program applies to airfares offered through American Express Travel Services Canada or on [americanexpress.ca/travel](http://americanexpress.ca/travel).

When you redeem points for an eligible flight, the full cost of the flight, including taxes, fees and carrier surcharges will be charged to your card upon booking. Within 10 business days from the date of booking, you will receive a statement credit for the base ticket price up to the applicable maximum base ticket price. If your statement monthly cycle cut date falls between the date the transaction is recorded on your statement and the date the statement credit is processed, you will be responsible for paying your monthly statement in full. The statement credit will be applied against your next statement.

Certain travel related benefits that may be available on your Card may not cover travel booked with points or through the Fixed Points Travel Program. Please refer to your Certificates of Insurance for full details.

Full terms and conditions for the Fixed Points Travel Program can be found at [www.americanexpress.ca/fixedpointstravel](http://www.americanexpress.ca/fixedpointstravel).



## USE POINTS FOR PURCHASES

You can redeem points for a statement credit towards an eligible purchase charged to your card.

You can register for online services to view your eligible purchases and to redeem online. You can also view eligible purchases and redeem directly in the Amex mobile app. Only eligible purchases posted to your card account will be displayed for redemption. If you wish to redeem points towards an eligible purchase within the last 12 months that is not displayed, please contact us at the number listed on the back of your card.

Full terms and conditions for Use Points for Purchases can be found at [www.americanexpress.ca/usepointsforpurchases](http://www.americanexpress.ca/usepointsforpurchases).

The Use Points for Purchases Program is not available for corporate cardmembers.

## REDEEMING POINTS FOR YOUR ANNUAL CARD FEE

You can redeem points towards your annual fee on eligible card products. Points are applied as a credit to the eligible card.

To redeem points towards your annual fee, please phone 1-800-668-AMEX (2639). Small business cardmembers may call 1-888-721-1046.

Redeeming points for your annual card fee is not available for corporate cardmembers.

## CONCIERGE BOOKINGS

**Applicable to The Platinum Card<sup>®</sup>, The Business Platinum Card<sup>®</sup> by American Express<sup>®</sup> and Centurion<sup>®</sup> Card from American Express<sup>®</sup> only.**

You can redeem points towards purchases charged to your card through the use of Platinum Concierge or Centurion Concierge.

Once points are redeemed, the concierge booking is not transferable or refundable. All concierge bookings are subject to availability.

## SHOP WITH POINTS

You may be eligible to redeem points to pay for purchases at select American Express merchants. Please visit [membershiptrewards.ca](http://membershiptrewards.ca) for a list of applicable merchants.

The merchant will tell you how many points you need to redeem. The points will be directly debited from your points account and be reflected on your statement.

Some merchants may debit your points at the time of purchase while others will debit your points at the time of shipment. These details will be given to you at the time of purchase. If the points redeemed do not cover the entire amount of the purchase, the balance of the purchase price will be charged to your card.

You agree that we may share information about you and your points account, including your current points balance, with certain merchants in order to facilitate your participation in the Shop with Points program. If you do not wish to have your points account information shared in this manner, you may opt out by following the process set out immediately below. If you choose to opt out, you may be unable to use your points at the merchant's point of sale where Shop with Points programs are in place.

*Amazon Shop with Points program:* Log in to your Amazon account and navigate to the Shop with Points page. You can cancel your enrollment from there. If you have any difficulty, you may call us for assistance using the number on your card.

*All other merchants:* Unless we advise you otherwise, we will only share information about you and your account in support of the Shop with Points program where you have expressly opted in to participating in such program directly with the merchant. In such cases, if you wish to opt out, you will have to follow the process established by each such merchant for doing so.

If you seek a refund for a Shop with Points transaction, the refund will be provided under the merchant's refund policies.

# WHEN YOU MIGHT LOSE POINTS YOU HAVE EARNED

## CIRCUMSTANCES WHERE YOU MIGHT LOSE YOUR POINTS

The following chart summarizes when your points could be lost and if they can be returned.

|  | <b>When You Do Not Make your Required Monthly Payment on Time</b> | <b>When You Cancel your Card</b>  | <b>When We Cancel your Card</b>     | <b>When your Points Account is Cancelled</b>                       | <b>When your Company Cancels your Corporate Card</b>                      |
|--|---|---|-------------------------------------|--|---|
| <b>What Happens to your Points?</b>                | Points earned in the previous month are immediately lost          | All points are immediately lost   | All points are immediately lost     | All points are lost 30 days after your points account is cancelled | All points are lost 30 days after your corporate card is cancelled        |
| <b>How to Avoid Losing Your Points?</b>            | Make your monthly payment on time                                 | Redeem your points before cancelling your card or keep a linked card in good standing when you cancel your Card | You cannot avoid losing your points | You cannot avoid losing your points                                | Keep a linked card in good standing when your corporate card is cancelled |
| <b>Can You Request Lost Points to be returned?</b> | Yes   | Yes   | Yes                                 | No   | Yes   |

## **IF YOU DO NOT MAKE YOUR REQUIRED MONTHLY PAYMENT ON TIME**

If we do not receive the required monthly payment on time for your card or any linked card, we will remove the points earned in the previous month (but just those points) from your points account. This may result in a negative points balance.

While you will start earning points again from the date of your next statement, we will continue to remove points earned in the previous month each time we do not receive your required monthly payment on time.

You cannot redeem points if we do not receive your required monthly payment on time. Once your card payments are up to date, you can redeem your points again.

## **IF YOU CANCEL YOUR CARD**

We suggest that you use your points before you cancel your card. If you decide to cancel your card, all points will be immediately lost.

If you cancel your card and leave at least one other linked card open in good standing, your points will not be lost and you will continue to earn points with the linked card.

## **IF WE CANCEL YOUR CARD**

Subject to the terms of this agreement, if we cancel your card for any reason, all points will be immediately lost.

## **IF YOUR POINTS ACCOUNT IS CANCELLED**

If you cancel participation in the program, your points account is cancelled and you have 30 days from the date you request cancellation to transfer or redeem your points. If you do not transfer or redeem your points within 30 days, they will be lost and cannot be returned.

## **IF YOUR COMPANY CANCELS YOUR PARTICIPATION IN THE PROGRAM**

### **Applicable to Corporate Cards only.**

If you have a corporate card, your company or employer may cancel your participation in the program at any time. If this happens, you have 30 days from the date of the cancellation request to transfer or redeem your points. If you do not transfer or redeem your points within 30 days, they will be lost. If your corporate card is cancelled and you leave at least one other linked card open in good standing, your points will not be lost and you will continue to earn points with the linked card.

## **RETURNING LOST POINTS**

If points are lost for any reason, you will not be able to transfer or redeem points unless they are returned. We are not obliged to return points and the decision to do so rests solely with us.

We may return lost points if:

- your card and all linked cards are in good standing;
- you make your request to return lost points within 3 months of the date of the card statement showing the points removed; and
- you pay the reinstatement fee set out in the “Fees” section of this agreement

Your points account will be cancelled if your card is three months past due. Points cannot be returned once your points account is cancelled.

## **OTHER IMPORTANT INFORMATION**

### **FRAUD**

If we determine that you have engaged in any fraud or abuse related to the program, we may freeze and cancel your points account and your points will be lost.

### **TAXES**

There may be tax implications associated with your participation in the program, including your earning and redeeming points. You are responsible for determining and fulfilling your tax obligations.

## **LIABILITY AND LIMITATIONS OF LIABILITY**

As permitted by law, we make no warranties or representations, either express or implied, and we expressly disclaim any and all liabilities (including for indirect or consequential damages) with respect to the type, quality, standard, and fitness or suitability for any purpose of rewards. You should direct any warranty claims to the manufacturer or service provider in accordance with their warranty information (if applicable). In no event will our liability to you exceed the cost of supplying the goods or services again or paying the equivalent cost of supplying the goods or services again. In no event will we be liable to you for any incidental, indirect or consequential damages related to the program. We are not liable for the acts or omissions of any third parties including reward providers.

## **PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

We, and other companies in the American Express group worldwide will collect, use, share and store personal information about you in any way described in the Privacy section of your card Agreement and the Privacy Policy contained at [www.americanexpress.ca/privacy](http://www.americanexpress.ca/privacy). We also share information in accordance with the Shop with Points section of this agreement.

In addition, for the purposes of the administration and management of the program and to manage any benefits in which you are enrolled, you consent to our use and sharing of your information with our suppliers and to organizations who accept the card.

## **WAIVER**

If we fail to exercise our rights under these Terms and Conditions, this will not be a waiver of our rights and it will not prevent us from exercising them later.

## **ASSIGNMENT**

You cannot assign or transfer your rights under this Agreement. We may assign or transfer our rights under this Agreement.

# APPENDIX 1 – EARN RATES BY CARD

## PERSONAL CARDS:

| Card  | Summary of Basic Earn Rates  | How Points are Calculated for a Purchase of \$69.49   | Total Points Earned |
|---|--|---|---------------------|
| <i>Centurion</i> <sup>®</sup> Card from American Express <sup>®</sup> | 1.25 points for every \$1.00 in eligible purchases charged to your card  | $1 \times 69.49 = 69.49$ (fractions are rounded down) + $0.25 \times 69.49 = 17.37$ (fractions are rounded down)          | $69 + 17 = 86$      |
| Choice Card from American Express <sup>™</sup>                        | 1 point for every \$1.00 in eligible purchases charged to your card at your 5 places   | $1 \times 69.49 \div 2 = 34.745$ (fractions are rounded up) + $1 \times 69.49 \div 2 = 34.745$ (fractions are rounded up) | $35 + 35 = 70$      |
| ChoicePlus Card from American Express <sup>™</sup>                    | 1 point for every \$2.00 in eligible purchases charged to your card at locations other than your 5 places  | $1 \times 69.49 \div 2 = 34.745$ (fractions are rounded up)   | 35                  |
| The American Express <sup>®</sup> Card                                | 2 points for every \$1.00 in eligible purchases charged to your card at your 5 places  | $1 \times 69.49 = 69.49$ (fractions are rounded down) + $1 \times 69.49 = 69.49$ (fractions are rounded down)             | $69 + 69 = 138$     |
| The American Express <sup>®</sup> Gold Rewards Card                   | 1 point for every \$1.00 in eligible purchases charged to your card  | $1 \times 69.49 = 69.49$ (fractions are rounded down)   | 69                  |
| The American Express <sup>®</sup> Gold Rewards Card                   | 2 points for every \$1.00 charged to your card at eligible gas stations, grocery stores and drugstores in Canada, and eligible travel purchases  | $1 \times 69.49 = 69.49$ (fractions are rounded down)   | 69                  |
| The Platinum Card <sup>®</sup>  | 1 point for every \$1.00 charged to your card on eligible purchases charged to your card   | $2 \times 69.49 = 138.98$ (fractions are rounded up)  | 139                 |
| The Platinum Card <sup>®</sup>  | 3 points for every \$1.00 in eligible restaurant, quick service restaurant, coffee shop and drinking establishment purchases - in Canada for all these categories  | $1 \times 69.49 = 69.49$ (fractions are rounded down)   | 69                  |
| The Platinum Card <sup>®</sup>  | 2 points for every \$1.00 charged to your card on eligible travel purchases  | $3 \times 69.49 = 208.47$ (fractions are rounded down)  | 208                 |
| American Express Cobalt <sup>™</sup> Card                             | 1 point for every \$1.00 in other eligible purchases charged to your card  | $2 \times 69.49 = 138.98$ (fractions are rounded up)  | 139                 |
| American Express Cobalt <sup>™</sup> Card                             | 5 points for every \$1.00 in eligible restaurant, quick service restaurant, coffee shop and drinking establishment purchases, eligible grocery store purchases and eligible food delivery purchases - in Canada for all these categories | $1 \times 69.49 = 69.49$ (fractions are rounded down)   | 69                  |
| American Express Cobalt <sup>™</sup> Card                             | 2 points for every \$1.00 in eligible gas station and transit purchases in Canada and eligible travel purchases  | $5 \times 69.49 = 347.45$ (fractions are rounded down)  | 347                 |
| American Express Cobalt <sup>™</sup> Card                             | 1 point for every \$1.00 in other eligible purchases charged to your card  | $2 \times 69.49 = 138.98$ (fractions are rounded up)  | 139                 |
| American Express Cobalt <sup>™</sup> Card                             | 1 point for every \$1.00 in other eligible purchases charged to your card  | $1 \times 69.49 = 69.49$ (fractions are rounded down)   | 69                  |

**SMALL BUSINESS CARDS:**

| Card  | Summary of Basic Earn Rates  | How Points are Calculated for a Purchase of \$69.49   | Total Points Earned |
|---|--|---|---------------------|
| The American Express® Corporate Card for Small Business | 1 point for every \$1.00 in eligible purchases charged to your card  | $1 \times 69.49 = 69.49$ (fractions are rounded down)   | 69                  |
| The American Express® Business Gold Rewards Card        | 1 point for every \$1.00 in eligible purchases charged to your card  | $1 \times 69.49 = 69.49$ (fractions are rounded down)   | 69                  |
|   | 1 extra point for every \$1.00 in eligible purchases charged to your card at Your 3 Suppliers up to a maximum of 250,000 extra points in a calendar year | $1 \times 69.49 = 69.49$ (fractions are rounded down) +<br>$1 \times 69.49 = 69.49$ (fractions are rounded down)    | $69 + 69 = 138$     |
| The Business Platinum Card® from American Express®      | 1.25 points for every \$1.00 in eligible purchases charged to your card  | $1 \times 69.49 = 69.49$ (fractions are rounded down) +<br>$0.25 \times 69.49 = 17.37$ (fractions are rounded down) | $69 + 17 = 86$      |

**CORPORATE CARDS:**

| Card   | Summary of Basic Earn Rates   | How Points are Calculated for a Purchase of \$69.49  | Total Points Earned |
|--|---|--|---------------------|
| The American Express® Corporate Card               | 1 point for every \$1.00 in eligible purchases charged to your card     | $1 \times 69.49 = 69.49$ (fractions are rounded down)  | 69                  |
| The American Express® Corporate Gold Card          | 1 point for every \$1.00 in eligible purchases charged to your card     | $1 \times 69.49 = 69.49$ (fractions are rounded down)  | 69                  |
| The Corporate Platinum Card® from American Express | 1.25 points for every \$1.00 in eligible purchases charged to your card | $1 \times 69.49 = 69.49$ (fractions are rounded down) + $0.25 \times 69.49 = 17.37$ (fractions are rounded down) | $69 + 17 = 86$      |

## APPENDIX 2 – REDEMPTION RATES BY REWARD

Rewards availability and partners are subject to change. For more information and full terms and conditions for each reward please visit [www.membershiprewards.ca](http://www.membershiprewards.ca).

| Reward                         | Redemption Rate  |   |                   |                           |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
|--------------------------------|--|---|-------------------|---------------------------|---------------------------|--------------------------|---|--------|-------|---|--------|-------|-------------------------|---|--------|-------|---|---|--------|-------|--------|----------------------------------|--------|-------|-----------|---|---------|---------|
| Gift Cards & Certificates      | American Express gift cards can be redeemed at the rate of 125 points per \$1. All other gift cards can be redeemed at the rate of 130 points per \$1. For example, if you redeem for a \$100 American Express gift card, you will redeem 12,500 points. For any other \$100 gift card, you will redeem 13,000 points. Please visit <a href="http://www.membershiprewards.ca">membershiprewards.ca</a> for a full list of gift card options.   |   |                   |                           |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
| Flexible Points Travel Program | 1,000 points = \$10 travel credit  |   |                   |                           |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
| Fixed Points Travel Program    | Under the Fixed Points Travel Program, a fixed number of points covers the base ticket price of eligible flights up to the applicable maximum base ticket price. The flight grid includes the fixed number of points with the corresponding applicable maximum base ticket price required per category.<br><br>The base ticket price (often referred to by airlines as the base fare) excludes taxes, fees and carrier surcharges.<br><br>Economy:   |   |                   |                           |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
|                                | <table border="1"> <thead> <tr> <th>Categories</th> <th>Eligible Routes*</th> <th>Points Required**</th> <th>Maximum Base Ticket Price</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Canada/U.S. (Short Haul)</td> <td>Popular Routes:<br/>Calgary – Vancouver<br/>Montreal – New York<br/>Toronto – Montreal<br/>Toronto – New York<br/>Toronto – Ottawa</td> <td>15,000</td> <td>\$300</td> </tr> <tr> <td>Within or from a Canadian Province/Territory to an adjacent Canadian Province/Territory/U.S. State (except Alaska)***</td> <td>20,000</td> <td>\$300</td> </tr> <tr> <td>Canada/U.S. (Long Haul)</td> <td>From a Canadian Province/Territory to a non-adjacent Canadian Province/Territory/U.S. State (except Hawaii and Alaska)***</td> <td>40,000</td> <td>\$700</td> </tr> <tr> <td>Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico</td> <td>Canada to Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico</td> <td>50,000</td> <td>\$800</td> </tr> <tr> <td>Europe</td> <td>Canada to destinations in Europe</td> <td>60,000</td> <td>\$900</td> </tr> <tr> <td>Worldwide</td> <td>Canada to destinations in Africa, Asia, Australia, Middle East, New Zealand, South America or South Pacific</td> <td>100,000</td> <td>\$1,700</td> </tr> </tbody> </table> | Categories  | Eligible Routes*  | Points Required**         | Maximum Base Ticket Price | Canada/U.S. (Short Haul) | Popular Routes:<br>Calgary – Vancouver<br>Montreal – New York<br>Toronto – Montreal<br>Toronto – New York<br>Toronto – Ottawa | 15,000 | \$300 | Within or from a Canadian Province/Territory to an adjacent Canadian Province/Territory/U.S. State (except Alaska)*** | 20,000 | \$300 | Canada/U.S. (Long Haul) | From a Canadian Province/Territory to a non-adjacent Canadian Province/Territory/U.S. State (except Hawaii and Alaska)*** | 40,000 | \$700 | Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico | Canada to Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico | 50,000 | \$800 | Europe | Canada to destinations in Europe | 60,000 | \$900 | Worldwide | Canada to destinations in Africa, Asia, Australia, Middle East, New Zealand, South America or South Pacific | 100,000 | \$1,700 |
|                                | Categories   | Eligible Routes*  | Points Required** | Maximum Base Ticket Price |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
|                                | Canada/U.S. (Short Haul)   | Popular Routes:<br>Calgary – Vancouver<br>Montreal – New York<br>Toronto – Montreal<br>Toronto – New York<br>Toronto – Ottawa | 15,000            | \$300                     |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
|                                |  | Within or from a Canadian Province/Territory to an adjacent Canadian Province/Territory/U.S. State (except Alaska)***         | 20,000            | \$300                     |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
|                                | Canada/U.S. (Long Haul)  | From a Canadian Province/Territory to a non-adjacent Canadian Province/Territory/U.S. State (except Hawaii and Alaska)***     | 40,000            | \$700                     |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
|                                | Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico  | Canada to Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico   | 50,000            | \$800                     |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
|                                | Europe   | Canada to destinations in Europe  | 60,000            | \$900                     |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |
| Worldwide                      | Canada to destinations in Africa, Asia, Australia, Middle East, New Zealand, South America or South Pacific  | 100,000   | \$1,700           |                           |                           |                          |   |        |       |   |        |       |                         |   |        |       |   |   |        |       |        |                                  |        |       |           |   |         |         |



| Fixed Points Travel Program (con't)   | Business Class:  |   |                   |                           |
|---|--|---|-------------------|---------------------------|
|   | Categories   | Eligible Routes*  | Points Required** | Maximum Base Ticket Price |
|   | Canada/U.S. (Short Haul)   | Within or from a Canadian Province/Territory to an adjacent Canadian Province/Territory/U.S. State (except Alaska)***     | 50,000            | \$800                     |
|   | Canada/U.S. (Long Haul)  | From a Canadian Province/Territory to a non-adjacent Canadian Province/Territory/U.S. State (except Hawaii and Alaska)*** | 100,000           | \$1,800                   |
|   | Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico  | Canada to Alaska, Bermuda, Caribbean, Central America, Hawaii or Mexico   | 120,000           | \$2,100                   |
|   | Europe   | Canada to destinations in Europe  | 140,000           | \$2,500                   |
|   | Worldwide  | Canada to destinations in Africa, Asia, Australia, Middle East, New Zealand, South America or South Pacific               | 250,000           | \$4,500                   |
| <p>*Return airfares only</p> <p>**Based on the highest class of service within the itinerary. Itineraries that contain flights with Premium Economy and/or First Class cabin fares are not eligible for the Fixed Points Travel Program.</p> <p>***Adjacent is defined as a geographical jurisdiction (Province/Territory/State within Canada and Continental U.S.) that has a land border with another geographical jurisdiction. The following are exceptions to the definition and are considered to be short haul flights: (i) travel between any of the four provinces in Atlantic Canada; (ii) travel originating in Ontario and going to either New York or Michigan. Determination of geographical jurisdictions is based on the IATA code.</p> |  |   |                   |                           |
| Use Points for Purchases  | <p>Consumer Cards:<br/>1,000 points = \$10 credit for eligible travel purchases<br/>1,000 points = \$7 credit for all other eligible purchases</p> <p>Small Business Cards:<br/>1,000 points = \$10 credit</p> |   |                   |                           |
| Points for Annual Card Fee  | 1,000 points = \$5.50 credit   |   |                   |                           |
| Points for Concierge Bookings   | 1,000 points = \$10 credit   |   |                   |                           |
| Shop with Points at Ticketmaster.ca   | 1,000 points = \$10 credit   |   |                   |                           |
| Shop with Points at Amazon.ca   | 1,000 points = \$7 credit  |   |                   |                           |

|   |  |
|---|--|
| Transfer to Airline Frequent Flyer Programs | <p>Aeroplan®: 1,000 points = 1,000 Aeroplan Miles</p> <p>Alitalia MilleMiglia: 1,000 points = 750 MilleMiglia Miles</p> <p>Asia Miles: 1,000 points = 750 Asia Miles</p> <p>British Airways: 1,000 points = 1,000 Avios</p> <p>Delta SkyMiles®: 1,000 points = 750 SkyMiles</p> <p>Etihad Guest: 1,000 points = 750 Etihad Guest Miles</p> |
| Transfer to Hotel Rewards Programs          | <p>Hilton Honors<br/>1,000 points = 1,000 Hilton Honors Points</p> <p>Marriott Bonvoy™<br/>1,000 points = 1,200 Marriott Bonvoy points</p>   |





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