# **Conexus Rewards Program**

# **Terms and Conditions**

By using your Card, you agree to the following terms and conditions which form part of the Cardholder Agreement if you have been issued one of the following Cards we offer: Cash Back Mastercard, Centra Gold Mastercard, Travel Rewards Gold Mastercard, US Dollar Mastercard, No Fee Cash Back Business Mastercard, Platinum Business Mastercard or World Mastercard. In these terms and conditions, "you" and "your" means the Primary Cardholder and any Joint Cardholder and "we", "our" and "us" means Conexus Credit Union 2006 ("Conexus").

# 1. Definitions

In these terms and conditions:

- "Account" has the meaning given to it in the Cardholder Agreement;
- "Account Credit" means the Rewards redemption option which allows you to have an amount credited to your Account or to your savings or chequing account with us;
- "Authorized User" has the meaning given to it in the Cardholder Agreement;
- "Card" has the meaning given to it in the Cardholder Agreement;
- "Cardholder Agreement" means the Mastercard Cardholder Agreement between you and us, as amended or restated from time to time;
- "Cash Advance" or "Cash Advance Transaction" means an advance of money from us that is charged to the Account. We treat Cash-Like Transactions and balance transfers the same as Cash Advances;
- "Cash-Like Transaction" has the meaning given to it in the Cardholder Agreement;
- "Earn Rate" means the award level applicable to your Card as described in section 2 (Program Summary) of these terms and conditions;
- "Gift Card Rewards" means any gift cards that are available as Rewards in the Program;
- "Good Standing" means an Account that is not past due or over the stated credit limit;
- "Joint Cardholder" has the meaning given to it in the Cardholder Agreement;
- "Merchandise Rewards" means any merchandise that is available as Rewards in the Program;
- "Point" means a Conexus Rewards Point issued in accordance with the Program;
- "Points Account" means the account for Points established in the name of the Primary Cardholder in relation to the Program;
- "Primary Cardholder" has the meaning given to it in the Cardholder Agreement;
- "Program" means the Conexus Rewards Program;
- "Purchase" has the meaning given to it in the Cardholder Agreement;
- "Qualifying Purchases" means Purchases, excluding Cash-Like Transactions, Cash Advances, and fees payable
  under the Cardholder Agreement, charged to the Account, less refunds and adjustments;
- "Rewards" means any Merchandise Reward, Travel Reward, Gift Card Reward or Account Credit Reward that is available in the Program;
- "Reward Category" means Merchandise Rewards, Travel Rewards, Gift Card Rewards, Account Credit Rewards or any other category of Reward that is available in the Program; and
- "Travel Rewards" means any travel services (including air travel, hotels and car rentals) that are available as Rewards in the Program.

Conexus Credit Union

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# 2. Earn Rates

Card	Earn Rate
Cash Back Mastercard	One (1) Point for every \$1 of Qualifying Purchases, except for purchases at gas stations and automated fuel dispensers charged to the Card or the Account; and Two (2) Points for every \$1 of Qualifying Purchases at gas stations and automated fuel dispensers charged to the Card or the Account.
Centra Gold Mastercard	One (1) Point for every \$1 of Qualifying Purchases charged to the Card or the Account.
Travel Rewards Gold Mastercard	One (1) Point for every \$1 of Qualifying Purchases charged to the Card or the Account; and Two (2) Points for every \$1 of Qualifying Foreign Currency Purchases charged to the Card or the Account.  "Qualifying Foreign Currency Purchases" means purchases of goods and services made outside of Canada and authorized in the applicable foreign currency; less refunds and adjustments. Points will be earned on the Canadian dollar amount charged to the Account.
US Dollar Mastercard	One (1) Point for every \$1 US dollar of Qualifying Purchases charged to the Card or the Account.
World Mastercard	Two (2) Points for every \$1 of Qualifying Purchases charged to the Card or the Account.
No Fee Cash Back Business Mastercard	Half (0.5) of a Point for every \$1 of Qualifying Purchases charged to the Card or the Account.
Platinum Business Mastercard	Two (2) Points for every \$1 of Qualifying Purchases charged to the Card or the Account.

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 conexusrewards.ca or call Cardholder Service at 1-866-239-7430.

#### 4. Joint Cardholders and Authorized Users

Points earned by Joint Cardholders and/or Authorized Users are automatically added to the Points Account. Points earned on any card not connected with your Account cannot be added to your Points Account. Authorized Users do not have any rights against us in relation to the Program.

# 5. Points Issuance

Qualifying Purchases qualify for the issuance of Points if:

- · your Account is in good standing, and
- · the Purchases are charged to your Account after your enrollment in the Program has been completed

Points are calculated by multiplying the Earn Rate by your Qualifying 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 Qualifying Purchases that may be charged to your Account with your Card do not quality for Points. We may establish other qualifying and non-qualifying transactions from time to time.

If your Account statement shows more refunds or other credits than Qualifying 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 improperly 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 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 (meaning not cancelled, past due or otherwise in default under the terms of your Cardholder Agreement, including these terms and conditions).

# 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 can order or select Travel Rewards, Merchandise Rewards, Gift Card Rewards and Account Credits online at conexusrewards.ca, as long as you have 100% of the necessary number of Points posted to your Points Account at the time you are requesting redemption. For the US Dollar Mastercard, Account Credits will be in US dollars and cannot be credited to a chequing or savings account.

All Rewards and Reward Categories are subject to availability and are subject to change from time to time. Additional terms and conditions may apply to certain rewards. 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.

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 mailed first class and will not be replaceable in the event of loss, destruction or theft.

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

If you request an alternative shipping arrangement, additional charges will apply. Online redemptions for Travel Rewards, Merchandise Rewards, Gift Card Rewards and Account Credit Rewards are free of charge.

For further details on redeeming Points for Merchandise Rewards, Gift Card Rewards and Account Credits including available rewards and how to complete your orders, visit conexusrewards.ca.



#### 12. Return of Merchandise Rewards

The following terms apply to Merchandise Rewards only (other Rewards are not returnable or exchangeable):

- Satisfaction Guarantee Items may only be returned within fifteen (15) days in the original unopened package, in resellable condition. In this situation, return shipping costs are your responsibility.
- 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. Your 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 Qualifying 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 conexusrewards.ca.

# 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.

For certain Rewards, you may be required to sign an additional waiver releasing us and the Rewards supplier from all liability. Any additional expenses which are not discussed in these terms and conditions, and which you incur in connection with your receipt and use of any Reward will be your responsibility.

Without limiting the generality of the foregoing, in no event will we be liable or responsible for, and you release us and our agents and suppliers from, all claims in respect of any loss, injury, death, cost, damage, liability or expense suffered by you or others in connection with the Program 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 Points by you, Authorized Users or others including any problem that you, Authorized Users or others have in connection with your Rewards;
- The use of the Reward by you, Authorized Users or others, including any loss or injury suffered by any person while using a Reward;
- 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

You acknowledge that we may exchange all information relating to the Program, your Points Account and your Account transactions with other parties, such as participating partners, merchants or service providers, as required to administer the Program, to fulfill your redemption requests under the Program and to provide you with Program information by mail or email. All collection, use or disclosure of personal information about you shall be in accordance with your Cardholder Agreement and Privacy Policy that is available by calling Cardholder Service at 1-866-239-7430 or visiting conexus rewards.ca.



#### 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 or type of Reward Category;
- Changes to the Points required to be redeemed for any Reward; and
- Changes to the Earn Rate.

# 20. Termination or Suspension of the Program

We reserve the right to terminate or suspend the Program with two (2) months prior notice. During the two month notice period, we may change or amend some or all of the current Rewards or the Earn Rate.

Despite anything in these terms and conditions to the contrary, the right to earn Points and redeem Points will terminate at the end of the two (2) months' notice period.

#### 21. Currency

Any references to currency in these terms and conditions are to Canadian dollars unless otherwise specified.

# 22. Applicable Law

These terms and conditions will be governed and interpreted in accordance with the laws of Saskatchewan and the courts of Saskatchewan will have exclusive jurisdiction over any disputes arising in connection with Rewards Points and/or these terms and conditions.

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