

## Scotiabank\* Cash-Back Rewards Program

### PLEASE READ THIS

Please read the following Scotiabank cash-back rewards program terms and conditions carefully. It is a legal contract.

The Scotiabank cash-back rewards program terms and conditions contain provisions that may restrict or reduce your rights.

The Scotiabank cash-back rewards program terms and conditions also contain provisions that are designed to protect Scotiabank.

- All Scotiabank cash-back rewards will be credited to the primary cardholder only. Secondary cardholders and any other additional cardholders are not participants in the Scotiabank cash-back rewards program and do not earn Scotiabank cash-back rewards.
- Your credit card account must remain in good standing to receive the Scotiabank cash-back rewards. You will stop earning the Scotiabank cash-back rewards if your credit card account is delinquent for thirty (30) days or more and you will not be able to redeem your Scotiabank cash-back rewards until your credit card account is current.
- All Scotiabank cash-back rewards will be forfeited if your credit card account is delinquent for ninety (90) days or more or if your credit card account is closed.
- We can (subject to applicable law) change the program terms and conditions without notifying you beforehand.
- We can also suspend or terminate your participation in the program, and cancel your Scotiabank cash-back rewards account and your cash-back rewards under certain conditions without notice to you before and without liability to us.
- The program terms and conditions contain many other provisions that apply to you and Scotiabank. You are encouraged to read the program terms and conditions carefully to review and understand all the provisions that are binding on you and Scotiabank.
- By signing, activating, retaining or using your credit card, you agree that you have received and that you have read the program terms and conditions and you are knowingly and voluntarily agreeing to all of its provisions.

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## Scotiabank Cash-Back Rewards Program

**Terms and conditions applicable to the Scotiabank cash-back rewards program and Scotiabank credit card accounts which participate in the Scotiabank cash-back rewards program.**

### TERMS WE USE IN THIS AGREEMENT

“you”, “your” and “cardholder” mean the primary or principal cardholder to whom we issue a Scotiabank Gold MasterCard® credit card, a Scotiabank Platinum MasterCard credit card (in Jamaica only) and/or a Scotiabank MasterCard BusinessCard® credit card and includes, as the context requires, a secondary cardholder and any supplementary or additional cardholder(s) or designated cardholder(s) you authorise. Secondary cardholders, additional cardholders and designated cardholders both individually and collectively mean supplementary cardholders.

“we”, “our”, “us”, Scotiabank” and the “Bank” mean, as applicable, The Bank of Nova Scotia and its branches and subsidiaries operating outside of Canada, including but not limited to, its branches in Antigua, Barbados, Dominica, Grenada, Guyana, Panama, St. Maarten, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines and the U.S. Virgin Islands and its subsidiaries, Scotiabank Anguilla Limited, Scotiabank (Bahamas) Limited, Scotiabank (Belize) Ltd., Scotiabank (British Virgin Islands) Limited, Scotiabank & Trust (Cayman) Ltd., The Bank of Nova Scotia Jamaica Limited, Scotiabank de Puerto Rico, Scotiabank (Turks and Caicos) Ltd. and Scotiabank Trinidad and Tobago Limited.

“cap” means the maximum amount of Scotiabank cash-back rewards you can earn each year from November of the current year to your November statement of the following year based on the total net monthly purchases made by you and any supplementary cardholder when using a card. The cap amount is non-cumulative and is based on the total of the net monthly purchases posted to your credit card account from November of each current year through to your November statement

of the following year. No cash-back rewards will be awarded on any net monthly purchases made beyond the year cash-back reward cap amount.

“card” means, as applicable, a Scotiabank Gold MasterCard credit card, a Scotiabank Platinum MasterCard credit card (in Jamaica only) and/or a Scotiabank MasterCard BusinessCard credit card we issue to you in connection with a credit card account and all renewals and replacements of that credit card which participate in the Scotiabank cash-back rewards program.

“cash-back”, “cash-back amount”, “cash-back rewards” and “Scotiabank cash-back rewards” mean the amount of cash-back rewards credited to the eligible Scotiabank cash-back rewards account that is assigned to the credit card account.

“credit card account” means, as applicable, a Scotiabank Gold MasterCard credit card, a Scotiabank Platinum MasterCard credit card (in Jamaica only) and/or a Scotiabank MasterCard BusinessCard credit card account opened in your name which participates in the Scotiabank cash-back rewards program.

“cardholder agreement” means, as applicable, the Scotiabank MasterCard Credit Card Cardholder Agreement and/or the Small Business Credit Agreement and the Scotiabank MasterCard BusinessCard Cardholder Agreement, in the case of a Scotiabank MasterCard BusinessCard credit card account, you have entered into with us.

“qualifying purchase” means any retail, signature-based purchase, Internet purchase, phone or mail order purchase, automatic bill payment made with a card for personal, household or family purposes (or for such other purposes as we may authorise in writing). Purchase returns, payments of existing card balances, balance transfers, cash advances, ATM transactions, payments made using Scotiabank credit card cheques, including service charges, transaction charges, interest or finance charges, insurance premiums, annual fees† (except for

Scotiabank Gold MasterCard credit card accounts and Scotiabank Platinum MasterCard credit card accounts (in Jamaica only)) or other fees, credits, disputed transactions, fraudulent transactions or penalties, payments made for travelers cheques, money orders, wire transfers and similar products and services are not qualifying purchases. We reserve the right to determine in our sole discretion whether a particular card transaction is a qualifying purchase.

‡For greater clarity, Scotiabank MasterCard BusinessCard credit card account holders do not receive cash-back rewards on the amount of the annual fees; however Scotiabank Gold MasterCard credit card account holders and Scotiabank Platinum MasterCard credit card account holders (in Jamaica only) receive cash-back rewards on the amount of the annual fee paid for the credit card account.

“net monthly purchases” means qualifying purchases made during a month when using a card less refunds, merchandise returns and disputed charges posted to the credit card account during the same period.

“program” means the Scotiabank cash-back rewards program.

“Scotiabank cash-back rewards account” means the cash-back rewards account assigned to a credit card account for the purposes of crediting and debiting the Scotiabank cash-back rewards earned or redeemed against the credit card account in connection with the program.

**By signing, activating, retaining or using your card, you agree that you have received and that you have read these program terms and conditions and that you agree to be bound by them.**

The program is a promotional incentive program offered by Scotiabank. Under the program, you earn Scotiabank cash-back rewards every time you make a qualifying purchase with a valid card.

In addition to these program terms and conditions, your Scotiabank cardholder agreement with us will continue to govern your use of your card and

the program. In the event of a conflict between the Scotiabank cardholder agreement and these program terms and conditions, the Scotiabank cardholder agreement will govern, except that the program terms and conditions will govern in any matter relating to the program.

## **ELIGIBILITY REQUIREMENTS**

1. The program is automatically available to all eligible Scotiabank Gold MasterCard credit card accounts, Scotiabank Platinum MasterCard credit card accounts (in Jamaica only) and Scotiabank MasterCard BusinessCard credit card accounts that are in good standing. However, we reserve the right to determine, in our sole discretion, whether a particular card or cardholder is eligible to participate in the program.
2. Unless we allow otherwise, membership in the program is limited to natural persons and no corporation, trust, partnership or other entity is eligible for membership in the program.
3. In order to receive and redeem the cash-back rewards, your credit card account must remain in good standing during the operation of the program. In order for your credit card account to be considered to be in good standing, your credit card account must not be (i) delinquent, charged off, in credit revoked status or otherwise in default of the cardholder agreement, or (ii) cancelled or closed by you or us. We consider your credit card account to be delinquent if we haven't received your minimum payment amount within thirty (30) days of the payment due date. If your credit card account is not in good standing you will not be able to redeem any cash-back rewards until your credit card account is current.
4. Scotiabank cash-back rewards can only be credited to the credit card account during the operation of the Program.
5. We can, in our sole discretion, and without prior notice to you, suspend or terminate your participation in the program, and cancel your Scotiabank cash-back rewards account and your Scotiabank cash-back rewards if you (i) violate

any of these program terms and conditions, as amended from time to time, (ii) declare personal bankruptcy, (iii) misrepresent any information to us, or (iv) engage in fraud or abuse relating to the program.

6. You will forfeit all of your unredeemed Scotiabank cash-back rewards that have accumulated in your Scotiabank cash-back rewards account if your credit card account is delinquent for 90 days or more. You will forfeit all of your unredeemed Scotiabank cash-back rewards in your Scotiabank cash-back rewards account if you or we close your credit card account for any reason.
7. Scotiabank cash-back rewards are personal to you and cannot be assigned, traded, willed or otherwise transferred including to any other Scotiabank credit card account except with our express written permission and in accordance with the terms of these program terms and conditions and any assignment or transfer in violation of these program terms and conditions will be considered to be null and void and may, in our sole discretion, result in the cancellation of your Scotiabank cash-back rewards account and your Scotiabank cash-back rewards or the termination of your membership in the program.

## **EARNING SCOTIABANK CASH-BACK REWARDS**

### 1. Scotiabank Gold MasterCard credit card accounts

You will earn one percent (1%) Scotiabank cash-back rewards in the same currency that the card was issued in for each dollar (or such other dollar amount as we may determine in our sole discretion) in net monthly purchases made using your card and charged to your credit card account. Net monthly purchases will be rounded down to the nearest whole dollar to determine the number of Scotiabank cash-back rewards to be posted to your Scotiabank cash-back rewards account.

Scotiabank Platinum MasterCard credit card accounts (in Jamaica only)

You will earn two percent (2%) Scotiabank

cash-back rewards in the same currency that the card was issued in for each dollar (or such other dollar amount as we may determine in our sole discretion) in net monthly purchases made using your card and charged to your credit card account. Net monthly purchases will be rounded down to the nearest whole dollar to determine the number of Scotiabank cash-back rewards to be posted to your Scotiabank cash-back rewards account.

Scotiabank MasterCard BusinessCard credit card accounts

Subject to any applicable annual cap amount, you will earn one and one-half percent (1.5%) Scotiabank cash-back rewards in the same currency that the card was issued in for each dollar (or such other dollar amount as we may determine in our sole discretion) in net monthly purchases made using your card and charged to your credit card account up to the annual cap amount (if applicable). Net monthly purchases will be rounded down to the nearest whole dollar to determine the number of Scotiabank cash-back rewards to be posted to your Scotiabank cash-back rewards account.

In Guyana, the annual cap amount for the Scotiabank MasterCard BusinessCard credit card is currently 20,000 GYD.

2. Unless we otherwise authorise in writing, no Scotiabank cash-back rewards will be awarded for any purchases made for non-personal or commercial purposes.
3. Scotiabank cash-back rewards have no cash value and do not constitute your property for any purpose. Scotiabank cash-back rewards can only be applied to the credit card account in accordance with these program terms and conditions.
4. Every month, as applicable, the primary cardholder's or the principal cardholder's credit card account statement will set out your new Scotiabank cash-back rewards balance.

5. Qualifying purchases made while the card is not in good standing will not earn any Scotiabank cash-back rewards.
6. Scotiabank cash-back rewards will be deducted for any returns, credits or chargebacks made for previously billed qualifying purchases and in respect of which Scotiabank cash-back rewards were previously awarded. Should the number of Scotiabank cash-back rewards to be deducted regarding such returns, credits or chargebacks exceed the available Scotiabank cash-back rewards balances, Scotiabank cash-back rewards awarded in respect of subsequent qualifying purchases will be applied to reduce the negative balance in your Scotiabank cash-back rewards account.
7. Scotiabank Gold MasterCard credit card accounts and Scotiabank Platinum MasterCard credit card accounts (in Jamaica only)

Qualifying purchases made by authorised secondary cardholders and supplementary cardholders will earn Scotiabank cash-back rewards in the currency in which the card was issued for the Scotiabank cash-back rewards account of the primary cardholder only. There will be one set of Scotiabank cash-back rewards for qualifying purchases made with all cards issued on any given credit card account. Authorised secondary cardholders and supplementary cardholders are not participants in the program and have no rights against us.

Scotiabank MasterCard BusinessCard credit card accounts

The principal cardholder only will earn cash-back rewards in the currency in which the card was issued on his/her qualifying purchases. **The principal cardholder does not earn any cash-back rewards for any purchases made by any authorised secondary cardholder and/or designated cardholders. Secondary cardholders and designated cardholders are not participants in the program for the purposes of earning Scotiabank cash-back rewards and they do not earn any**

**Scotiabank cash-back rewards for any purchases made using the Scotiabank MasterCard BusinessCard credit card.**

8. Scotiabank cash-back rewards are not transferable from one Scotiabank cash-back rewards account to another or to any other Scotiabank credit card product or other loyalty rewards program.
9. You are solely responsible for any tax reporting obligations and any tax liability arising from any Scotiabank cash-back rewards awarded and redeemed.
10. **All Scotiabank cash-back rewards will only be credited to the primary cardholder and principal cardholder, as applicable.**

**REDEMPTION OF SCOTIABANK CASH-BACK REWARDS**

1. Every month, the primary or principal cardholder's credit card account statement will indicate the balance of the Scotiabank cash-back rewards account.
2. You should examine your credit card account statement including the cash-back rewards account balances and entries carefully. In case of errors, you should notify us, in writing, within fifteen (15) days (sixty [60] days in USVI and Puerto Rico) of the credit card statement date. After fifteen (15) days (sixty [60] days in USVI and Puerto Rico) from the credit card statement date, our records of your Scotiabank cash-back rewards account and the details of any transactions will be considered correct and binding on you. After fifteen (15) days (sixty [60] days in USVI and Puerto Rico) from the credit card statement date we will be released from any and all claims regarding your Scotiabank cash-back rewards account. For more information please refer to the section entitled "TELLING US ABOUT ERRORS IN YOUR BILLING STATEMENT OR QUESTIONS ABOUT YOUR BILLING STATEMENT" on the reverse of your credit card account statement.
3. Scotiabank MasterCard BusinessCard credit card



accounts

The total amount of the cash-back rewards earned will be applied or credited against the principal cardholder's credit card account once a year in November of each year.

Scotiabank Gold MasterCard credit card accounts (except Puerto Rico) and Scotiabank Platinum MasterCard credit card accounts (in Jamaica only)

The total amount of the cash-back rewards earned will be applied or credited against the primary cardholder's credit card account once a year in November of each year.

Scotiabank Gold MasterCard credit card accounts issued by Scotiabank in Puerto Rico

The total amount of the cash-back rewards earned will be applied or credited against the primary cardholder's credit card account four (4) times a year in January, April, July and October of each year.

Scotiabank Gold MasterCard credit card accounts (except Puerto Rico), Scotiabank Platinum MasterCard credit card accounts (in Jamaica only) and Scotiabank MasterCard BusinessCard credit card accounts

Your Scotiabank cash-back rewards account resets to zero dollars (\$0) on your November credit card account statement each year.

Scotiabank Gold MasterCard credit card accounts issued by Scotiabank in Puerto Rico

Your Scotiabank cash-back rewards account resets to zero U.S. dollars (\$0) on your January, April, July and October credit card account statements each year.

4. Scotiabank cash-back rewards will only be credited to the principal cardholder's credit card account in accordance with the applicable redemption periods indicated in article 3 above.

Partial payment requests or requests to redeem cash-back rewards at different times, frequencies or intervals other than indicated in article 3 above will not be allowed.

## OTHER TERMS AND CONDITIONS

1. We may send electronic communications to you, including electronic mail and/or postings to the program website. All e-mail communications from us to you shall be deemed delivered to you when sent and other electronic communications shall be deemed delivered to you when posted on our program website. **You release us from any and all liability or claim as a result of your non-receipt of such documentation sent to you through these means. You are responsible for advising us of any change of your mailing or e-mail address.**
2. Membership in the Scotiabank cash-back rewards program is a privilege which can be revoked or limited by us, in our sole discretion, at any time and without compensation.
3. We can (subject to applicable law) change, modify or cancel any aspect of the program and these program terms and conditions, regulations, cash-back rewards and any special offers at any time. Without limiting the generality of the foregoing, program changes can include, but are not limited to: (i) changes to the restrictions, benefits or features, in whole or in part, applicable to the program, (ii) changes to any of the cash-back rewards, (iii) changes to the cap amount, or (iv) changes to the formula upon which the cash-back rewards are earned.

We will notify you of any changes to the program or the program terms and conditions in accordance with applicable law and in any of the following ways: a notice on the Scotiabank website, a notice in our branches, a notice in your monthly statement, a notice prominently displayed on our ATMs, or a notice addressed to you at your last address in our records. We will post the revised Scotiabank cash-back rewards program terms and conditions on our website. Your continued use of the credit card

account means that you agree to and accept the new Scotiabank cash-back rewards program terms and conditions as amended.

If you do not agree with any of the changes made or with the revised Scotiabank cash-back rewards program terms and conditions, you must immediately stop using the credit card account and notify us that you are terminating your participation in the program. You can view the current program terms and conditions by visiting the applicable Scotiabank website or inquire from your local Scotiabank branch.

### **SUSPENSION, TERMINATION OR CANCELLATION**

1. We can, in our sole discretion, without notice (subject to applicable law), suspend or terminate your participation in the program, cancel your Scotiabank cash-back rewards and credit card account if you:
  - (i) breach any of these program terms and conditions,
  - (ii) misrepresent any information to us,
  - (iii) engage in fraud or abuse relating to the program or credit card account,
  - (iv) are insolvent or unable to pay your debts as they are due,
  - (v) make an assignment for the benefit of your creditors,
  - (vi) file for or declare bankruptcy, have an involuntary petition filed in bankruptcy or seek a protective order for the benefit of creditors,
  - (vii) have a trustee or receiver appointed over your affairs,
  - (viii) cease to do business as a going concern (in the case of Scotiabank MasterCard BusinessCard credit card cardholders), or
  - (ix) trigger any event of default provided in the

cardholder agreement.

2. Fraud or abuse of the cash-back rewards can also subject you to immediate administrative or legal action.
3. We can suspend or terminate the Scotiabank cash-back rewards program at any time, in our sole discretion, without prior notice to you. Any suspension or termination of the program can result in the forfeiture of all accrued cash-back rewards.
4. If you decide to cancel the credit card and close your credit card account all accrued cash-back rewards will be forfeited. If we cancel or revoke your credit card and close your credit card account for any reason you will not be eligible to redeem your accumulated Scotiabank cash-back rewards and all accumulated cash-back rewards attached to the credit card account will be forfeited.
5. Cancelled credit card accounts will not be eligible to earn cash-back rewards after the cancellation date. If the credit card has been lost or stolen, all applicable Scotiabank cash-back rewards will be transferred to a new Scotiabank cash-back rewards account.
6. All Scotiabank cash-back rewards will be forfeited upon the death of the primary cardholder and the principal cardholder. The outstanding cash-back rewards cannot be inherited or exchanged for cash.
7. Subject to applicable law, we are not liable to you and you release us, our officers, directors, employees and agents from any and all claims arising from or related to:
  - (i) any cause, condition or event whatsoever that is beyond our direct control or that of MasterCard International Incorporated and any of its respective affiliated companies, officers, directors, employees and agents,
  - (ii) the suspension or termination of the program for any reason,



(iii) the suspension or termination of your membership in the program, the closing of your Scotiabank cash-back rewards account, your credit card account or the cancellation or invalidation of any or all of your Scotiabank cash-back rewards or the cancellation of your credit card account,

(iv) the suspension or cancellation of any Scotiabank cash-back rewards,

(v) correspondence that is delayed or lost in the mail or otherwise misdirected communications such as mail or email and/or any consequence of that, or

(vi) limitations on qualifying purchases.

8. In no event will we or any of our officers, directors, employees and agents and MasterCard International Incorporated or any of its respective affiliated companies, officers, directors, employees and agents be liable to you for any consequential, indirect, exemplary or punitive damages.
9. Scotiabank cash-back rewards have no monetary or cash value and do not constitute legal tender whatsoever and cannot under any circumstances form the basis of a monetary claim against us, our officers, directors, employees and agents, MasterCard International Incorporated or any of their respective affiliated companies, officers, directors employees and agents.

## **DATA PRIVACY AND DISCLOSURE OF INFORMATION**

1. You consent, acknowledge and agree that we can share, exchange and disclose information about you with our subsidiaries, affiliates, service providers, credit card associations and any other third party, as required and to the extent permitted by law, to administer the program or pursuant to a court order, request from a regulator or governmental authority or agency having the authority to compel such disclosure. All collection, use and disclosure of

your personal information will be in accordance with Scotiabank's privacy policies and local laws. You can obtain a copy of our privacy policy from any of our branches.

In USVI and in Puerto Rico, we will provide you with a separate privacy notice that contains more information about our privacy policy and your right in certain situations to limit our sharing of your personal information.

2. You acknowledge and agree that we may use third party service providers to process or handle your personal information and business information (as applicable) and that some of our third party service providers may be located outside the country in which your credit card account has been issued.
3. You understand and acknowledge that law enforcement authorities and/or governmental authorities in these countries may, under applicable law, access the information and data and that in effecting such disclosures we and any of our officers, directors, employees, agents and third party service providers will not in any way be liable to you for the breach of any privacy, secrecy or confidentiality provisions of any laws and/or regulations of the country in which the credit card account is located.

## **DISPUTE RESOLUTION**

1. Questions and/or disputes concerning the Scotiabank cash-back rewards will be determined in accordance with the Scotiabank cash-back program terms and conditions in effect when the qualifying purchases are posted to your credit card account.

## **APPLICABLE LAW**

1. You agree that any and all disputes, claims or causes of action arising out of or in connection with the terms and enforcement of the program shall be exclusively governed, construed and interpreted in accordance with the laws of the country that has issued your credit card account without regard to principles of conflicts of law.

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