

Notice: Important Changes to the *Scotia Rewards*^{®*} Program

Effective November 7, 2016

This notice applies to Scotiabank Credit Card customers (the "Cardmembers") who have the following cards: Scotiabank^{®*} Platinum American Express[®] Card, Scotiabank^{®*} Gold American Express[®] Card and Scotiabank^{®*} American Express[®] Card (each referred to in this notice as a "Scotiabank Credit Card").

Effective **November 7, 2016**, the *Scotia Rewards* Program (the "Program") is changing to provide increased flexibility and new redemption options. Plus, we have made other changes to the Program as described in this notice.

Below is a summary of what changes you can expect. A revised version of the terms and conditions for the Program is also attached with this notice. Please review them carefully, and keep a copy for future reference.

Certain benefits and features of the Program will be provided to you starting in November 2016 and others available to you later in the coming year. See our summary for details on those dates.

Servicing our Cardmembers' needs and providing a better experience is important to us. Based on customer feedback, some features of the Program did not meet the needs of our Cardmembers and will be discontinued to create or bolster other new program benefits.

What's NEW?

- **Redeem Points for a Credit (Coming in November 2016)** – This benefit will allow Cardmembers to redeem *Scotia Rewards* points online through scotiarewards.com for a credit to their Scotiabank Credit Card account. This feature will replace the redemption of points for *Scotia Rewards* Credit & Investment Dollars.
- **Best Price Guarantee on Airfare (Coming in November 2016)** – This travel benefit is offered by the *Scotia Rewards* Travel Service¹ and will replace Low Price Airfare Alerts. You will have the guarantee of the best available prices on airfare reserved through the *Scotia Rewards* Travel Service for up to 24 hours after booking. Please visit the *Scotia Rewards* Travel Site prior to making any travel airfare bookings. Full details and conditions of this Best Price Guarantee are outlined in the Program terms and conditions and available at scotiarewards.com.
- **More Flexible Merchandise Points Redemption Options (Coming in Early 2017)** – Previously, you could only redeem for merchandise using *Scotia Rewards* points. Starting in early 2017, you can redeem *Scotia Rewards* points for select merchandise using points only, or points plus a charge to your Scotiabank Credit Card. Some non-travel rewards may only be available through online redemption.
- **Changes to the Payment Process (Coming November 2016)** – Today, when you book travel through the *Scotia Rewards* Travel Site, the full travel cost is charged to your Scotiabank Credit Card and any redeemed *Scotia Rewards* points are credited to your account a few days later. We are making changes so that both the charge to your Scotiabank Credit Card and the points redemption will happen at the same time. Only the difference, if any, between the cost of the travel and the value of the points redeemed will be charged to your Card. Call us or visit scotiarewards.com/FAQs if you have questions or want to better understand how this change may impact the amount of points you earn during a travel purchase redemption.
- **Travel Booking Fee (applies to Scotiabank Gold American Express Card and the Scotiabank American Express Cards only) (Coming in November 2016)** – You can still book travel online or by phone through the *Scotia Rewards* Travel Service using your Scotiabank Credit Card. If you choose to book by phone, you will be charged a \$15 (plus applicable taxes) booking fee by the *Scotia Rewards* Travel Service. We encourage you to use the online *Scotia Rewards* Travel Service to avoid the booking fee.

What's Been Enhanced?

- **Improved *Scotia Rewards* Travel Features** – You will have access to an enhanced *Scotia Rewards* Travel site, better itinerary experience, competitive travel rates, discounts, and more.
- **New Merchandise Rewards** – Enjoy 500+ rewards with enriched access to special merchandise and more.
- **Clarification about Point transfers on Separation/Divorce** – Points cannot be divided in the event of divorce or separation.
- **Account Delegates (Coming in Early 2017)** – For greater convenience, the Primary Cardmember (or the Co-Borrower in the case of a joint account) can grant permission to a representative to act on their behalf to redeem points.

What's Been Discontinued?

The following features have been discontinued. Its removal will allow us to shift our focus and resources to other program enhancements.

- **Redemptions of points for Gold & Precious Metals and *Scotia Rewards* Credit & Investment Dollars (effective November 7, 2016)** – We will no longer offer these redemption options.
- **Low Price Alerts** – replaced with the Best Price Guarantee on Airfare.

We're here for you. If you have questions about any of the changes to the Program after reading this notice, please visit our FAQ page at scotiarewards.com/FAQs.

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¹ *Scotia Rewards* Travel Service is provided by a third party travel provider (Hogg Robinson Canada Inc.). The Bank of Nova Scotia and its affiliates are not responsible for the services offered through the *Scotia Rewards* Travel Service including the Best Price Guarantee offer.

Scotia Rewards®* Program – Terms & Conditions

Effective November 7, 2016

These are the terms and conditions for the *Scotia Rewards*®* program (the “Program”) that apply to the following cards: Scotiabank®* Platinum American Express® Card, Scotiabank®* Gold American Express® Card and Scotiabank®* American Express® Card (each a “Program Card” or a “Card”).

Other Definitions that you should know:

Cardmember or *Scotia Rewards* Cardmember: An individual that has a Program Card.

Co-Borrower: The secondary borrower on a joint Program Card Account.

Primary *Scotia Rewards* Cardmember or Primary Cardmember: The individual in whose name a Program Card Account is opened and who is the first name on that Account.

Program Site: The site where you can gain access to the Program (currently located at scotiarewards.com).

Supplementary Cardmember: An additional Cardmember on your Program Card Account that is not the Primary *Scotia Rewards* Cardmember or the Co-Borrower. Also known as an “authorized user”.

Your name: The name of the Primary Cardmember or Co-Borrower.

A. Participation Requirements and Use of Personal Information

The Program is automatically available to each of the above Program Cards and the accounts associated with those Program Cards (the “Program Card Accounts” or “Accounts”), so long as the Cards and Accounts are in good standing².

The Program is offered at no extra cost on the Program Card with no additional application or enrollment required.

As a *Scotia Rewards* Cardmember, you can receive communications with updates and special offers as part of the Program by signing up at scotiarewards.com, or by telephone through our *Scotia Rewards* Centre, or we may allow you to receive updates and special offers by other methods.

As a customer of Scotiabank and a *Scotia Rewards* Cardmember, the Scotiabank Privacy Agreement protects your privacy and your personal information.

B. Earning and Redeeming *Scotia Rewards* Points and Adding Delegates

1. Earning Points

The program is based on a points system of “*Scotia Rewards* points”. *Scotia Rewards* points are also referred to as “points”.

You are awarded *Scotia Rewards* points for purchases of goods and services charged to your Program Card.

Earn Rates and Accelerated Earn Rates:

The accelerated earn rate for the Scotiabank Platinum American Express Card and the Scotiabank Gold American Express Card is **four (4) points per \$1.00** in purchases of goods and services charged to the Program Card Account.

The accelerated earn rate for the Scotiabank American Express Card is **two (2) points per \$1.00** in purchases of goods and services charged to the Program Card Account.

The regular earn rate for all Program Cards is **one (1) point per \$1.00** in purchases of goods and services charged to the Program Card Account.

Spend threshold for the Accelerated Earn Rate:

The accelerated earn rate for the Scotiabank Platinum American Express Card account applies to the first \$100,000 in purchases charged to that Program Card Account annually at merchants qualifying for the accelerated earn rate, calculated annually from January 1st to December 31st each year.

The accelerated earn rate for the Scotiabank Gold American Express Card and the Scotiabank American Express Card account applies to the first \$50,000 in purchases charged to that Program Card Account annually at merchants qualifying for the accelerated earn rate, calculated annually from January 1st to December 31st each year.

Once you exceed the applicable annual spend threshold, you will continue earning points at the regular earn rate of **one (1) point per \$1.00** in purchases charged to the Program Card Account.

Merchants qualifying for the accelerated earn rate: The accelerated earn rate applies to purchases made at American Express merchants in the Gas, Grocery, Dining and Entertainment categories, classified in the American Express network as: *Gas Service Stations* (with or without Ancillary Services and with Merchant Code: 5541) and *Automated Fuel Dispensers* (Merchant Code: 5542); *Grocery Stores and Supermarkets* (Merchant Code: 5411); *Eating Places and Restaurants* (Merchant Code: 5812); *Drinking Places* (Alcoholic Beverages) including *Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques* (Merchant Code: 5813); *Fast Food Restaurants* (Merchant Code: 5814); *Entertainment* including *Motion Picture Theaters* (Merchant Code: 7832), *Theatrical Producers* (except Motion Pictures) and *Ticket Agencies* (Merchant Code: 7922), *Bands, Orchestras and Miscellaneous Entertainers* - Not Elsewhere Classified (Merchant Code: 7929). Some merchants may sell these products/services or are separate merchants who are located on the premises of these merchants, but are classified by American Express in another manner, in which case this added benefit would not apply. These Merchant Codes/identifiers and categories are subject to change.

Points are earned only for purchases charged to the Program Card Account. *Scotia Rewards* Points are not awarded for cash advances, balance transfers, *Scotia*®* Credit Card Cheques, returns, refunds or other similar credits, payments, fees, interest, service or transaction charges. Cash advances include cash-like transactions which are monetary transactions posted to your Program Card Account and include wire transfers, foreign currency, travelers cheques, money orders and gaming chips.

Scotia Rewards points will be added to a Program Card Account shortly after a debit transaction for a purchase has been posted to that Account, and will be deducted (or cancelled) from the Program Card Account if a credit for any returned purchase (or similar credit such as a refund or credit voucher) is posted to that Account or for any other adjustments to previously billed purchases.

Scotia Rewards Points will not be posted to a Program Card Account that is not in good standing² or to a Program Card Account that is not open at the time of posting.

Purchases made by a Supplementary Cardmember will earn points for the benefit of the Primary *Scotia Rewards* Cardmember on the Program Card Account (and any Co-Borrower on that Account). Supplementary Cardmembers earn the same number of points on purchases as the Primary *Scotia Rewards* Cardmember (and Co-Borrower) earn, unless we advise you otherwise.

Checking your Points Balance:

Every month the statement for the Program Card Account will detail the number of points earned since the previous statement (for the prior statement period), the balance of points carried forward from a previous statement (for the prior statement period), the number of points redeemed or adjusted in that statement (for the prior statement period) and the new *Scotia Rewards* points balance for the Program Card Account. *Scotia Rewards* points information for a Program Card Account is also available to the Primary *Scotia Rewards* Cardmember (or Co-Borrower) by registering and logging into scotiarewards.com where points balances are updated daily based on the transactions that have been posted to the Program Card account as of that date. Transactions may require several business days to be posted to the Account and the points balance shown may not always be up to date.

2. Redeeming Points

Scotia Rewards points can only be redeemed as set out in these terms and conditions. Redemptions of *Scotia Rewards* points can be made for a travel purchase (also referred to as a travel booking), merchandise and other non-travel rewards such as gift cards, pre-paid cards or other items/goods and services as described in these terms and conditions.

Scotia Rewards Cardmembers who redeem *Scotia Rewards* points are responsible for any taxes associated with their redemption and if applicable, must declare the value of those redemptions to appropriate tax authorities.

3. Redeeming Points on Closed Accounts

If a Program Card Account is closed (including if you cancel a Program Card), any unredeemed *Scotia Rewards* points can be redeemed within 60 days of closing the Account(s), provided the Account is in good standing², after which time the unredeemed points will be permanently cancelled.

If the Program Card Account is closed, you will not be able to redeem any points for a Post Purchase Travel Redemption.

If you have multiple eligible Program Cards, you may transfer any accumulated *Scotia Rewards* points to another Scotiabank Credit Card Account that earns *Scotia Rewards* points before electing to close the Account, provided the Account(s) are open and in good standing² and the Account(s) are in your name.

If the *Scotia Rewards* Account is closed by Scotiabank because it is not in good standing², the *Scotia Rewards* points associated with that Account cannot be redeemed and will be immediately cancelled.

4. Adding a Delegate

A Primary *Scotia Rewards* Cardmember or Co-Borrower may delegate a representative to redeem points on their behalf. Visit scotiarewards.com or contact the *Scotia Rewards* Centre for details.

C. Transferring Points

1. When Points can be transferred

Scotia Rewards points are non-transferable. However, if you have more than one Program Card Account in your name, we may allow you to transfer *Scotia Rewards* points to an open Program Card Account in your name before electing to close a Program Card Account, provided the Account(s) are in good standing².

For a joint Program Card Account, if you are the Primary *Scotia Rewards* Cardmember or Co-Borrower, you may transfer *Scotia Rewards* points to another Program Card Account, provided each of those Accounts is in good standing² and each Account is in your name.

Supplementary Cardmembers cannot transfer, combine or redeem points on any Program Card Accounts.

Scotia Rewards Cardmembers can go to scotiarewards.com to complete a transfer of points. If you have any questions, visit us online or contact the *Scotia Rewards* Centre.

2. Points transfer on Death or Separation/Divorce

Upon the death of a Primary *Scotia Rewards* Cardmember and verification by Scotiabank, if there is no Co-Borrower on the Program Card Account, the estate of the Primary *Scotia Rewards* Cardmember can redeem unused *Scotia Rewards* points for up to 60 days from the date of death provided that Account is in good standing² after which time, unredeemed *Scotia Rewards* points will be permanently cancelled.

In the case of a joint Program Card Account, the surviving Primary *Scotia Rewards* Cardmember or Co-Borrower, as the case may be, can elect to redeem unused *Scotia Rewards* points for up to 60 days from the date of death or can request to transfer them to a new Program Card Account in their name, provided the Account(s) are in good standing². Otherwise, the unredeemed *Scotia Rewards* points will be permanently cancelled.

Points cannot be divided or otherwise transferred in the event of separation or divorce.

D. Non-Travel Rewards

Scotia Rewards points can be redeemed for non-travel rewards on scotiarewards.com. Non-travel rewards include items such as merchandise, gift cards and Scotiabank Prepaid Cards. You may redeem Non-Travel Rewards, redeeming *Scotia Rewards* points only ("Points Only") or redeeming *Scotia Rewards* points plus charging the balance to your Program Card ("Points Plus Charge") on selected merchandise.

All merchandise appearing in the *Scotia Rewards* catalogue is subject to availability. Some rules and restrictions may apply. For additional information and a complete copy of the *Scotia Rewards* catalogue, please visit scotiarewards.com.

Other terms you should know about Non-Travel Rewards:

1. Scotiabank Prepaid Card

For instructions on how to redeem *Scotia Rewards* points for Scotiabank Prepaid Cards, please visit scotiarewards.com. Scotiabank Prepaid Cards are subject to the terms of the Scotiabank Prepaid Cardholder Agreement.

2. Gift Cards

When redeeming *Scotia Rewards* points for a Gift Card, remember that the terms and conditions that apply to that Gift Card are set by the issuer that issues the gift card, not Scotiabank. Please review specific terms and conditions carefully upon receipt of your Gift Card.

3. How to Redeem Points for Non-Travel Rewards:

You can redeem *Scotia Rewards* points for non-travel rewards using two methods:

- i. Redeem using points only
- ii. Redeem using points and a charge to your Program Card on selected merchandise.

4. Additional terms that apply to Non-Travel Rewards:

- Non-Travel Rewards is sent by pre-paid delivery service during normal business hours and it may be necessary for you to make appropriate arrangements for receipt.
- Every attempt is made to deliver the order as quickly as possible. However, Scotiabank is not responsible for delays due to a union dispute, postal disruption or any other reason.
- Where applicable, merchandise non-travel rewards are delivered with the Manufacturer Warranties and Service Policies/Warranties.
- Retain all documents for your records.
- If the item ordered arrives damaged or is missing pieces, please contact the *Scotia Rewards* Centre immediately at scotiarewards.com or by calling 1-800-665-2582.

For details on how to cancel or return Non-Travel Rewards, please visit scotiarewards.com.

Note: Purchase Insurance: Your Program Card may include insurance coverage for purchases made on your Program Card, including non-travel rewards. Please refer to scotiabank.com or to the Certificates of Insurance provided with your Program Card for a full description of any included coverage. For all insurance coverages, certain limitations, restrictions and exclusions apply³.

Please visit scotiarewards.com for additional terms and conditions that apply to non-travel rewards under the Program.

E. Travel Purchases through the *Scotia Rewards* Travel Service

The *Scotia Rewards* Travel Service is provided by a licensed third party travel agent (Hogg Robinson Canada Inc.) ("HRG").

1. Booking Travel through the *Scotia Rewards* Travel Service

You can purchase travel through the *Scotia Rewards* Travel Service in two ways:

- i. Sign on to the *Scotia Rewards* Program Site to book your purchase online through the Program Site; or
- ii. call the *Scotia Rewards* Travel Service at 1-800-665-2582 and speak with a Travel Consultant. *Remember:* If you book travel by phone, a booking fee will be charged by the *Scotia Rewards* Travel Service (disclosed to you at the time of booking or by visiting scotiarewards.com for details) for that travel purchase and will be charged to your Program Card Account. This booking fee is not applicable to Scotiabank Platinum American Express Card. Booking fee is subject to change.

2. Redeeming Points for Travel Purchases:

You can redeem your *Scotia Rewards* points for a travel purchase made through the *Scotia Rewards* Travel Service using the following options:

- i. **Redeeming points ("Points Only")**
This payment option allows you to redeem points for the entire amount of your travel purchase made through the *Scotia Rewards* Travel Service;
- ii. **Redeeming points plus a charge to your Program Card ("Points Plus Charge")**
This payment option allows you to book travel through the *Scotia Rewards* Travel Service and the value of any *Scotia Rewards* points redeemed will be deducted from the total purchase with the difference in the amount for that travel purchase then charged to your Program Card.

You will earn points only on the amount of the travel purchase charged to your Program Card. You will not earn points on the amount of the travel purchase towards which you redeem points.

The minimum point redemption is **5,000 points (5,000 points is equivalent to \$50 in travel savings)** each time a redemption towards a travel purchase is made through the *Scotia Rewards* Travel Service.

3. Concierge Assistance Services:

Complimentary concierge services to Scotiabank Platinum American Express and Scotiabank Gold American Express Cardmembers are provided by our selected third party service provider¹.

General concierge assistance consists of car and limousine rentals, hotel information and reservations, luxury rental information and arrangements such as houseboats, villas, charter planes, cultural information, restaurant referrals and reservations, entertainment information and arrangements, business service referrals and arrangements, golf course referrals, leisure activity information and assistance, gift referrals and arrangement services, hard to find items, location of retailers/specialty stores, product research comparison, specialty in-home referrals and specialty service referrals. Services are available worldwide and are subject to limitations. In no event will the services be available in any country or territory which is the subject of governmental or quasi-governmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate to guarantee service. Scotiabank Platinum American Express Cardmembers may redeem *Scotia Rewards* points to purchase services offered through our selected third party service provider.

4. Other Information about Travel Purchases through the *Scotia Rewards* Travel Service

Availability / Pricing: All travel rewards listed in the *Scotia Rewards* Catalogue, *Scotia Rewards* Program Site or any other brochure or notice made available to you, are subject to availability by the travel supplier, hotel or any other applicable supplier. The *Scotia Rewards* Travel Service does not commit to price matching other than the Best Price Guarantee program.

Travel Confirmations: All correspondence and travel documents/itinerary provided by *Scotia Rewards* Travel Service will be sent to the Primary Cardmember's (or Co-Borrower's) address or email appearing in our records at *Scotia Rewards* Travel Service or at the address instructed by the Primary Cardmember (or Co-Borrower). We are not responsible for any failure to receive these travel documents if we send them to the address appearing in our records at the *Scotia Rewards* Travel Service or the instructions we receive from the Primary Cardmember or Co-Borrower.

Travel Documents: You and your travel companions are responsible to ensure that you have in your possession, on departure and as otherwise required, all necessary travel documents. We are not responsible if you do not have the necessary travel documents and you will not be entitled to any compensation from us. It is your responsibility to check with the airlines and other travel suppliers for all estimated departure times, arrival times, and check-in times.

Pay at Destination: While most hotel and car rental bookings will be prepaid (requiring Cardmembers to pay only local tax and incidentals at check-out/drop-off), there may be occasions where a prepayment is not possible. In these situations, your hotel and/or car bookings will be considered a "Pay At Destination" booking. For these bookings, points are redeemed in the form of a travel credit. The travel credit is applied to your Program Card Account within 14 days of the date of this booking. Full payment is collected by the hotel and/or car rental agency. Pay at Destination is only applicable to trips reserved through the *Scotia Rewards* Travel Service and paid with a Program Card.

Travel Cancellation: If you wish to cancel your travel booking before your travel departure date, or any portion of it, made through the *Scotia Rewards* Travel Service, we will attempt to assist you but you agree that any cancellation is subject to the terms and conditions of the third party travel supplier that is providing that travel purchase and the terms of the travel purchase itself. In some cases, this means that for non-refundable tickets, cancellations are not allowed or are subject to cancellation fees. Any cancellation fees will be charged directly to the Program Card Account on which the travel purchase was made.

Travel cancellations and/or changes made to travel purchases outside of *Scotia Rewards* Travel Service hours are dependent on the terms set by the third party travel providers and their hours of operation. The *Scotia Rewards* Travel Service is not responsible for earlier closures or any cancellation of these travel purchases by the third party travel providers.

Point redemptions for travel purchases are final. However, if you are able to cancel a travel purchase for which you redeemed *Scotia Rewards* points, we will credit the Program Card Account for the points redeemed at the value they were redeemed at.

Travel Insurance: Your Program Card may include insurance coverages related to travel. Please refer to the rewards and travel benefits posted online at scotiabank.com or to the Certificates of Insurance provided with your Program Card for a full description of any included coverage. For all insurance coverages, certain limitations, restrictions and exclusions apply, including a pre-existing condition exclusion for certain benefits³.

F. Post Purchase Travel Redemption

You can purchase eligible travel or related travel expenses at a travel provider other than the *Scotia Rewards* Travel Service (e.g., other travel agencies, tour operators and online travel websites) (the "**Other Travel Suppliers**"). These types of purchases at Other Travel Suppliers are called "**Post Purchase Travel Redemptions**".

Scotia Rewards points are redeemable for Post Purchase Travel Redemptions made through your Program Card. To redeem *Scotia Rewards* points for a Post Purchase Travel Redemption at Other Travel Suppliers, the purchase must first appear (post) on the Program Card Account. *Scotia Rewards* Cardmembers can then redeem points towards the amount of the Post Purchase Travel Redemption charged to the Program Account through scotiarewards.com or by calling 1-800-665-2582.

The Post Purchase Travel Redemption must be charged on your Program Card Account and recognized by our systems with the Merchant Category Codes or identifiers: airlines & air carriers – 4511; airports, flying fields, and airport terminals – 4582; lodgings, hotels, motels and resorts – 7011; trailer parks and campgrounds – 7033; passenger railways - 4112, bus lines – 4131; steamship and cruise lines – 4411; travel agencies and tour operators – 4722; automobile rental agency – 7512; motor home and recreational vehicle rentals – 7519. These Merchant codes/identifiers and categories are subject to change.

The Post Purchase Travel Redemption can include related taxes, booking fees, airport fees and travel insurance premiums.

You must redeem *Scotia Rewards* points within 12 months from the date when the Post Purchase Travel Redemption is posted to the Program Card Account (the posting date). It may take up to two statement periods for the points redeemed towards a Post Purchase Travel Redemption to appear as a credit on your Program Card Account. Points redeemed cannot be reversed once posted to the Account. To redeem *Scotia Rewards* Points towards your Post Purchase Travel Redemption, the Program Card Account must be open and in good standing².

The value of the points redeemed cannot exceed the amount of the Post Purchase Travel Redemption charged to your Program Card Account.

The minimum point redemption is **5,000 points (5,000 points is equivalent to \$50 in travel savings)** each time a redemption towards a Post Purchase Travel Redemption is made.

G. Redeem Points for a Credit

A Primary *Scotia Rewards* Cardmember or Co-Borrower can redeem points online through scotiarewards.com for a credit that will be applied to the Program Card Account or we may from time to time send a Primary *Scotia Rewards* Cardmember or Co-Borrower an offer to redeem points for a credit.

Your Program Card account must be open and in good standing² at the time the credit is applied to the Program Card Account.

It may take up to two statement periods, following a request to redeem points for a credit, for the credit to appear on the Program Card Account. Once the request to redeem *Scotia Rewards* points for a credit has been submitted, you cannot cancel the request and no changes can be made. The credit will be applied towards the balance of the Program Card Account, not towards a particular transaction.

For additional information and instructions on how to redeem *Scotia Rewards* points for a credit, including if any minimum redemption amounts are required, please visit scotiarewards.com.

H. Points Status when Switching Cards

If you switch your Program Card Account to another Program Card Account, then your accumulated *Scotia Rewards* points will transfer over to your new Program Card Account, so long as both Accounts are in your name and are in good standing².

If you switch (transfer) your Program Card to a Scotiabank Credit Card that does not offer the *Scotia Rewards* Program, your *Scotia Rewards* points will not transfer over to your new Scotiabank Credit Card. In that case, you may redeem any unused *Scotia Rewards* points for merchandise within 60 days of the switch, provided your Program Card Account and the other Scotiabank credit account are in good standing². After 60 days, unredeemed points will be permanently cancelled.

I. Cancelled, Lost or Stolen Program Cards

Cancelled Program Cards on Program Card accounts are not eligible to earn *Scotia Rewards* points after their cancellation date. If your Program Card is lost or stolen, we will replace that Program Card and transfer your points to the new Program Card Account opened in your name for the replacement card.

J. Changes to this Program

Scotiabank reserves the right to modify, terminate, suspend or extend or otherwise alter all or any of the terms and conditions of the *Scotia Rewards* program by giving 30 days' notice, including the following:

- i. The amount of points earned or redeemed through the Program;
- ii. The value of points;
- iii. What you can or cannot redeem points for;
- iv. When you can transfer points and to whom;
- v. The length of time available to redeem points; or
- vi. Any fees or charges that apply to this Program including booking fees.

In the event we terminate this Program, the Primary Cardmember will be notified and can redeem any unused points within 60 days after the Program's termination date, provided their Program Account(s) is in good standing².

K. General Program Terms

Good Standing: If the Program Card Account is not in good standing, *Scotia Rewards* points are not eligible for redemption and the Account will not earn points.

Canadian \$: All amounts referred to are in Canadian dollars unless otherwise noted.

L. Disclaimers

The Bank of Nova Scotia (Scotiabank) and any of the third party service providers that are retained by Scotiabank to assist us in providing the *Scotia Rewards* Program (each a "Program Provider") are not liable or responsible for any damages, injuries or disabilities that occur, including during travel redeemed through the Program, while using any rewards redeemed through the Program or for any cash backs under the Program.

Scotiabank and its Program Providers (including HRG), their affiliates, employees, agents or contractors are not liable or responsible for any damages or losses, including without limitation indirect, consequential, special, incidental or punitive damages resulting from or caused by the fulfillment or non-fulfillment of services (including rewards) under this Program. Scotiabank and its Program Providers (including HRG) are not responsible for any purchases or other goods and services provided by third parties including Other Travel Providers.

While we will try to satisfy Cardmembers with an equivalent replacement or a credit adjustment of points, Scotiabank and our Program Providers, will not assume any costs related to the failure of suppliers to deliver the rewards.

Please see the Revolving Credit Agreement that you received with your Program Card about settling disputes directly with a merchant or visit scotiabank.com for a copy of your Revolving Credit Agreement.

Scotiabank and its Program Providers do not make any warranties or representations with respect to the quality or fitness for use of any rewards, including the nature or quality of any of the travel rewards.

® American Express is a registered trademark of American Express. This credit card program is issued and administered by The Bank of Nova Scotia under license from American Express.

®* Registered trademarks of The Bank of Nova Scotia.

All brand names are the property of their respective owners.

¹ Concierge Assistance Services for Scotiabank Platinum American Express and for Scotiabank Gold American Express Cardmembers is provided by our third party provider Hogg Robinson Canada Inc.

² A Program Card Account and associated Program Card(s) is in good standing if the Account is not delinquent (past due) or over limit and the Cardmember(s) is not in breach of the Revolving Credit Agreement that applies to the Program Card Account. If the account is not in good standing, the accumulated *Scotia Rewards* points are not eligible for redemption.

³ Under all insurance coverages or services, certain limitations, restrictions and exclusions apply, including a pre-existing condition exclusion for certain benefits. Please refer to your Certificate of Insurance which contains a full description of coverage underwritten by an independent licensed insurer. All claims for insurance indemnities must be forwarded to the insurer. For more information for travelers under 65 years of age, please call *Scotia Assist* at 1-800-263-0997. For more information for travelers over 65 or if the value of your trip exceeds the amount covered under your Program Card, you may wish to call Travel Underwriters at 1-888-677-7444 to obtain information about purchasing additional Trip Cancellation/Interruption coverage. The Bank of Nova Scotia is not an insurer. All claims for insurance indemnities must be forwarded to the insurers.