

SCENE^{®*} Visa^{*} Card
Welcome Kit

FREE movies[†] and
more – faster!



You're richer
than you think[®].



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Earn faster

Congratulations on choosing the SCENE®* Visa* card –the card that gets you FREE movies and more – faster!

We're talking points on all of your everyday purchases. Redeem for FREE movies, meals and more.

Use your SCENE Visa card and start earning now

- Earn 1 SCENE point for every \$1 you spend on everyday credit card purchases¹
- Earn 5 SCENE points for every \$1 you spend on credit card purchases made at Cineplex Entertainment▲ theatres or online at **cineplex.com**²
- Earn and redeem SCENE points at these great restaurants³: Swiss Chalet, Harvey's, Montana's, Milestones, Bier Markt, East Side Mario's, Kelsey's and Fionn MacCool's. To learn more, visit **scene.ca/dining**.

Visa Zero Liability Policy

Certain restrictions and exclusions apply. Please visit **visa.ca** for a full description.

Free supplementary cards

Extend your SCENE Visa benefits to family members.

Instant cash advances

Simply pick a Personal Identification Number (PIN) at any Scotiabank branch to obtain cash advances at over 1 million ABMs around the world displaying the Visa/PLUS* symbols and at over 55,000 ABMs displaying the *Interac*** symbol in Canada.

Easy access to your Visa account information through electronic banking via *TeleScotia*® Telephone Banking and *Scotia OnLine*® Internet Banking.

Visa payWave* is a convenient payment feature included on SCENE Visa cards at no additional fee. Save time when paying for small, everyday purchases. No swiping, signing, or entering your PIN for most purchases at participating merchants⁴.

Visa Checkout

Make your online shopping easier. No need to re-enter your payment and shipping details every time you shop at participating online retailers. Just enter your username and password and you're done. Visit **scotiabank.com/visacheckout** to learn more and enroll your SCENE Visa card today.

Save on car rentals

As a SCENE Visa cardholder, you can save up to 25% off base rates at participating AVIS locations and at participating Budget locations in Canada and the U.S. when you pay with your SCENE Visa card.

AVIS reservations may be made online at **avis.com/scotiabankscene** or by calling **1-800-TRY AVIS (879-2847)**. Please quote AVIS worldwide discount number **C030303**. Budget Reservations may be made online at **budget.com/scotiabankscene** or by calling **1-800-268-8900**. Please quote Budget Corporate Discount number **A363312**.

Scotiabank Privacy Agreement

Your privacy is important to Scotiabank. This Agreement sets out the information practices for Scotiabank in Canada, including what type of information is collected, how the information is used, and with whom the information is shared.

This Agreement may be amended from time to time. (See "Further Information", below, for an explanation of how we will advise you of any future changes.)

In this Agreement, "we", "our", "us" and "Scotiabank" mean The Bank of Nova Scotia and any of its affiliates, subsidiaries, programs or joint ventures they participate in, with respect to their operations enterprise-wide.¹ Scotiabank includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full service and discount brokerage services; mortgage loans; trust and custodial services; insurance services; investment management and financial planning services; and mutual funds investment services; and services related to the above such as loyalty programs. "You" and "your" mean an individual who has made application to us for, enrolled in or signed an application in respect of any personal or business banking, insurance, brokerage or financial product or service offered by us ("Service"), including any co-applicants, guarantors, personal representatives, or an individual who participates in a Scotiabank contest, survey, event or has otherwise provided personal information to us.

COLLECTING, USING AND DISCLOSING YOUR INFORMATION

When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, or when you participate in any contest, survey, event or otherwise provide us your personal information, you agree that we may collect your personal information from you and third party sources. Examples of information collected may include:

- Your name, address, telephone number, nature of your principal business or occupation and date of birth, all of which may be required by law;
- Identification, such as a valid driver's license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;

- Your education, annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history, account activity and how you intend to use the account or Service and the source of any incoming funds or assets;
- Information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products. In some instances, providing this information is optional;
- Information about third parties such as your spouse if you are applying for certain Services, where this information is required by law; and
- Information about beneficial owners, intermediaries and other parties, which is required by law.

For legal entities such as businesses, partnerships, trusts, estates, clubs or other organizations, we may collect the information referred to above from each authorized person, signatory, partner, trustee, executor and club member, as appropriate.

In addition, when you apply for, enrol in or use a Service, or participate in any contest, survey or event via a digital channel (such as online or mobile banking), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address and device locational data, browser information, and transaction data, as well as personal information as described above. We may collect, use, disclose and retain this information for the purposes described below, as well as to determine which settings are appropriate for your computer system, to provide or enhance digital functionality and banking options, and for security purposes, internal analysis and reporting. You may withhold consent to the collection, use and disclosure of this information, although in some cases this may prevent you from using the digital channel to apply for or use a Service or to communicate with us, or may reduce the functionality of that channel.

Scotiabank or its service providers may also use various web tools including Cookies (please see our Cookies Policy), Web Beacons and Tagging on our websites and advertisements to evaluate and improve our websites and other electronic offerings, tailor our services, enhance our customer experience and communicate with you regarding products and services that may be of interest.

- **Tagging** is a customized code on our websites that provide the ability to monitor user activity on Scotiabank websites. This software can be used to capture user activity to be used by us or a third party

for analysis so that we can understand and enhance our user experience and provide further security controls.

- **Web Beacons** are small images embedded in our websites that, when combined with Cookies, help provide us with information about the use and effectiveness of our website.

We may collect your personal information, and use it, and disclose it to any person or organization, including any member of Scotiabank, for the following purposes:

- To confirm your identity;
 - To understand your needs;
 - To determine the suitability of our Services for you;
 - To determine your eligibility for our Services;
 - To set up, manage and offer Services that meet your needs;
 - To provide you with ongoing Service;
 - To provide you with various options for applying for and accessing Services;
 - To satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organizations to which we belong;
 - To help us collect a debt or enforce an obligation owed to us by you;
 - To respond to a local or foreign court order, search warrant or other demand or request which we believe to be valid, or to comply with the rules of production of a local or foreign court;
 - To manage and assess our risks;
 - To investigate and adjudicate insurance claims, other claims or complaints; and
 - To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.
1. When we collect your health information for the purpose of providing an insurance Service, we will use that information strictly for that purpose. (See below for more information.) We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing, postal and electronic mail distribution and marketing (including by telephone and electronic means), and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. In addition, we may use personal information in Scotiabank locations outside of Canada. As a result, your personal information may be accessible to

regulatory authorities in accordance with the laws of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN), as well as other information, for income tax reporting purposes and to fulfil other regulatory requirements, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.
3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for or enrol in a Service and during the time you have the Service, we may consult various financial service industry databases, third parties (such as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada), or private investigative bodies maintained in relation to the type of Service you have applied for, enrolled in or have. You also authorize us to release information about you to these databases and investigative bodies.
4. You agree that we may monitor, record, and retain any telephone call or electronic communication we have with you. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained. Records of calls and electronic communications are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.
5. Scotiabank may use video surveillance in and around our branches, bank machines and other locations for the purpose of safeguarding our clients and employees and protecting against theft, fraud and vandalism. Any video images recorded are destroyed when they are no longer required for business or other purposes, and any personal information is safeguarded in accordance with this Agreement.
6. If you have a Service with us, we may use, disclose

to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities.

7. We may give information (except health information) about you to other members of Scotiabank (where the law allows this) so that these companies may communicate with you directly about their products and services. This consent will also apply to any companies that form a part of Scotiabank in the future. You also agree that we may provide you with information about or from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
8. We may ask you for contact information such as your telephone, mobile or fax number or email address, and keep and use this information as well as disclose it to other members of Scotiabank so that we or any of these companies may contact you directly through these channels for the purpose of marketing, including telemarketing. This consent will also apply to any companies that form a part of Scotiabank in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).
9. If we sell a company or a portion of the business or assets of a Scotiabank company, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank privacy policies and practices.
10. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.
11. You agree that all information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

REFUSING OR WITHDRAWING CONSENT

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of your information at any time in the future by giving us reasonable notice. However, depending on the circumstances, withdrawal of your consent may prevent us from providing you, or continuing to provide you, with some Services, means

of access to Services, or information that may be of value to you.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the Services or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of Scotiabank. If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing or by calling us toll-free.

Scotiabank	1-800-4SCOTIA
ScotiaMcLeod, Scotiatrust and Private Investment Counsel	1-866-437-4990
ScotiaLife Financial	1-800-387-9844
Scotia iTRADE®	1-888-872-3388

IN ADDITION, IF YOU APPLY FOR, ACCEPT, OR GUARANTEE, A LINE OF CREDIT, TERM LOAN, MORTGAGE OR OTHER CREDIT ACCOUNT WITH US

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others including credit bureaus, mortgage insurers, creditor insurers, reinsurers, registries, other companies in Scotiabank and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You also authorize any person whom we contact in this regard to provide such information to us.

If you have a Service with us such as a banking card, credit card or line of credit product with an access card, you agree that we may give information (except health information) about you to electronic payment service providers, credit or charge card associations, loyalty program partners and their employees and agents for the purpose of processing, authorizing and authenticating your transactions (as the case may be), providing you with customer assistance services and for other purposes related to your services. We may also give this information in respect of your

participation in contests and promotions administered by the electronic payment service providers, credit or charge card associations and loyalty program partners on our behalf.

If you have a mortgage account with us, we may give information about you, including credit information, to mortgage insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

IN ADDITION, IF YOU ACCEPT AN INSURANCE SERVICE WITH US

When you apply for, enrol in or sign an application in respect of or accept an insurance Service from us, we may use, give to, obtain, verify, share and exchange information about you with others including references you have provided, from hospitals and health practitioners, from government health insurance plans, from other insurers, from medical information and insurance service bureaus, from law enforcement representatives, from private investigators, and from other groups or companies where collection is necessary to underwrite or otherwise administer the Service requested, including the assessment of claims. You also authorize any person whom we contact in this regard to provide such information to us.

If you accept an insurance Service with us, or if an insurance Service is issued on your life, you may only withdraw your consent as noted above so long as the consent does not relate to underwriting or claims where Scotiabank must collect and report information to insurance service bureaus after the application has been underwritten or the claim has been adjudicated. This is necessary to maintain the integrity of the underwriting and claims systems.

ACCESSING YOUR INFORMATION

Subject to legal, regulatory and contractual requirements, you can request to access the personal information we hold about you. Much of this information is already accessible by you, for example: through your account statements or bankbook updates; by visiting the branch or office where you regularly do business; by accessing your account

online; or through the Customer Contact Centre. However, if you need access to any other information, you must direct your request in writing to the President's Office (see contact details below under "Further information").

In order to process your request, we may ask you for specific details, such as branch and account number, and clarification on the specific information or time period you are requesting access to. Once your identity has been verified and the scope of your request confirmed, within 30 days we will provide you with access to your information, except where prohibited by law. If necessary, we will notify you that we require an extension beyond the 30 day period.

Scotiabank may charge you a nominal access fee depending on the nature of your request. We will advise you of the fee, if any, prior to proceeding with your request.

If you have a sensory disability, you may request that your information be made available in an alternative format.

FURTHER INFORMATION

You acknowledge that we may amend this Agreement from time to time to take into consideration changes in legislation, technology or other issues that may arise. We will post the revised Agreement on our website and make it available at our branches or we may also send it to you by mail. We may also notify you of any changes to this Agreement in any of the following ways:

- A notice prominently displayed at all Scotiabank ATMs;
- An announcement through the VoiceResponseUnit (VRU) or a digital channel such as a mobile app;
- A notice on the Scotiabank website or your *Scotia OnLine* portal;
- A notice in our branches; or
- A notice in your monthly statement.

Your continued use of the account or Service following such change means that you agree to and accept the new terms and conditions of the Agreement as amended. If you do not agree with any of the changes made or with the new terms of the Agreement, you must immediately stop using the account or Services and notify us that you are closing your account or terminating your Service with us.

If you have a general question about Scotiabank's privacy policies, please contact the branch or office you deal with or call us toll free at 1-800-472-6842. If your branch or office is not able to resolve your concern to your satisfaction, contact the President's Office:

Telephone: 1-877-700-0043

Fax: 1-877-700-0045
Email: mail.president@scotiabank.com
Letter: The President, Scotiabank
44 King Street West, Toronto ON M5H 1H1

Our Privacy Code and Cookies Policy are available to the public on www.scotiabank.com. The Privacy Code and Cookies Policy both form part of the Scotiabank Privacy Agreement.

¹ For a list of Scotiabank's principal affiliates and subsidiaries enterprise-wide, please refer to the most recent *Annual Report* available on the Scotiabank website at www.scotiabank.com.

SCENE®* Visa* Card

Terms and Conditions & Eligibility Terms

SCENE®* Loyalty Program Overview

SCENE is a loyalty program that is operated by SCENE General Partnership ("SCENE GP"), a general Partnership, organized under the laws of Manitoba. Cineplex Entertainment LP and The Bank of Nova Scotia are the limited partners and originating sponsors of SCENE GP and the SCENE loyalty program ("SCENE" or "Program"). SCENE GP is solely responsible for conducting and administering the Program.

The use and retention of your SCENE Visa card is also governed by the Revolving Credit Agreement. You agree to be bound by that agreement, a copy of which will be provided to you.

By enrolling in the SCENE Program (including automatic enrollment due to obtaining a SCENE Visa card) or collecting points ("Points" as further described below), you agree that you have read and understand the SCENE Loyalty Program Terms and Conditions and SCENE Privacy Policy as well as these Terms and Conditions of the SCENE Visa card and are bound by all these terms. You also acknowledge that these Terms and Conditions governing your SCENE Visa card account are in addition to the Terms and Conditions governing your SCENE membership card, the Revolving Credit Agreement and the Scotiabank Group Privacy Agreement.

Participation Requirements

You require a SCENE Visa card and a SCENE membership card.

Membership Enrollment

To earn Points using your SCENE Visa card, your SCENE Visa account must be connected to your SCENE membership. We will facilitate the automatic connection and/or enrollment of your SCENE membership account to your SCENE Visa card in accordance with the SCENE Privacy Policy.

Eligible Account Holders:

- Open to all Canadian residents who have reached the age of majority in their province of residence.
- Limited to natural persons only: no corporation, trust or partnership or other entity may hold a SCENE Visa card.

Inactive SCENE Membership Accounts

A SCENE membership account will be deemed inactive if:

1. Your SCENE membership card has not been used to earn or redeem SCENE Points in the last 24 consecutive months.
and
2. Your SCENE membership card has not been used for discount activity in the last 24 consecutive months.
and
3. A SCENE *ScotiaCard*[®] in your name has not been linked to a new SCENE eligible Scotiabank bank account in your name in the last 24 consecutive months. (an updated list of SCENE eligible Scotiabank bank accounts can be found in the SCENE *ScotiaCard* terms and conditions at scene.ca/legal.aspx).
and
4. You haven't opened a new SCENE Visa account in the last 24 consecutive months.

Should each of the conditions above apply, your SCENE membership account may be deemed inactive and all accumulated SCENE Points may be forfeited, with or without notice, in SCENE GP's sole discretion and SCENE GP may close your SCENE membership account. A SCENE membership account can be deemed inactive even if you have been earning SCENE Points through a SCENE *ScotiaCard* and/or a SCENE Visa card.

Earning SCENE Points using your SCENE Visa card

Every SCENE member who is a SCENE Visa cardholder will receive Points for purchases made with their SCENE Visa card once their SCENE Visa card is connected to their SCENE membership. SCENE Points are calculated on card purchases, less returns ("Net Purchases"). Cash advances, including *Scotia*[®] Credit Card Cheques, balance transfers from other cards or loans, interest, and Visa payments and fees, do not qualify for SCENE Points.

Primary and secondary cardholders may each connect the SCENE Visa account to their own SCENE membership and receive Points for their individual purchases. All purchases by supplementary cardholders will accrue Points for the account of the primary cardholder.

For each Net Purchase at a Cineplex Entertainment location, you will receive 5 SCENE Points for each \$1.00 you spend with the following caps:

- a) 300 Points maximum per transaction;
- b) 600 Points maximum per day.

You will receive 1 SCENE Point for each \$1.00 Net Purchase at all other merchants.

Returns and/or Exchanges

In the event of a return and/or exchange of any purchase for which SCENE Points were allocated, SCENE Points will be deducted automatically from your SCENE membership account.

Your SCENE Points balance will be reduced by the equivalent number of SCENE Points issued for the returned or exchanged items on the original transaction.

Lost, Stolen or Damaged Cards

1. In the event your SCENE Visa card is lost, stolen or damaged, you must immediately notify your Scotiabank branch or call 1 800 387-6466.
2. Cancelled or closed SCENE Visa accounts will be ineligible to earn SCENE Points after the cancellation/closure date.
3. If your SCENE membership has been cancelled by SCENE GP for any reason, you will not be eligible to redeem your accumulated SCENE Points, and you will not earn SCENE Points on future Visa purchases unless it is connected to another account.

Termination, Changes and Breach

Scotiabank may change these SCENE Visa card Terms and Conditions, or any aspect of this Program including any rewards in any respect, all without notice, even though changes may affect the value of SCENE Points already accumulated. The program may be cancelled by Scotiabank at any time. For SCENE Terms and Conditions and other SCENE Program details and information, visit scene.ca.

Conversion

The SCENE Visa card for students is available to customers who are enrolled at a Canadian University or College. When the student graduates, or is no longer a student, the account may be converted to another type of credit card account that we believe is suitable. You will be notified by mail prior to this conversion and you will have the option to select a different type of credit card account.

Eligibility

To be eligible for a Scotiabank Visa account, you must be a Canadian Citizen or Permanent Resident and at least the age of majority in the province/territory where you reside (18 years of age in Ontario, Alberta, Saskatchewan, Manitoba, Quebec and Prince Edward Island; 19 years of age in British Columbia, New Brunswick, Nova Scotia, Newfoundland/Labrador and the territories).

® Registered trademarks of The Bank of Nova Scotia.

®* Registered trademark of SCENE IP GP, used under license.

* Visa Int. / Lic. User.

SCENE^{®*} Loyalty Program Terms and Conditions

Program Overview

SCENE is a loyalty program, which is operated by SCENE General Partnership, a general partnership organized under the laws of Manitoba (“**SCENE GP**”). Cineplex Entertainment LP and The Bank of Nova Scotia are the limited partners and originating sponsors (which, including their subsidiaries and affiliates, are described below as the “**Sponsors**”) of SCENE GP and the SCENE loyalty program (“**SCENE**” or “**Program**”), and are also referred to as “us”, “we”, or “our”. SCENE GP is solely responsible for conducting and administering the Program. By enrolling in the Program or collecting points (“**Points**” as further defined below) in your membership account (“**Account**”), you agree that you have read and understand these Terms and Conditions and are bound by all of them, as may be changed from time to time, and you consent to SCENE GP’s collection and use and disclosure of your personal information in accordance with the SCENE Privacy Policy as may be amended from time to time. Further, you acknowledge and accept these Terms and Conditions as a condition of continued membership. SCENE GP specifically reserves the right to amend, alter, withdraw or terminate the Program, any Program benefit or award/reward or these Terms and Conditions either with or without notice. Any such changes may affect SCENE Points, which you may have previously accumulated, as well as any future accumulation of Points. Enrollment, membership and all related benefits of the Program are offered in the sole discretion of SCENE GP.

Participation in the Program

1. Membership in SCENE is limited to natural persons only; no corporation, trust, partnership or other entity may hold membership in the SCENE Program;
2. A SCENE member (“**Member**”) must enroll individually in his/her full legal name and such person may have only one open Account at any given time. A Member may collect SCENE Points in only one Account. Membership is solely for the benefit of the individual, therefore, it must be maintained in the name of an individual;

3. SCENE Points are personal and cannot be assigned, traded, or otherwise transferred without the prior written consent of SCENE GP or otherwise in accordance with the Terms and Conditions of the SCENE Program, as may be amended from time to time. Any assignment or transfer in violation of these rules will be void and may, at the sole discretion of SCENE GP, result in the loss of membership or the cancellation of the affected Points or Account, as the case may be;
4. To collect SCENE Points, an individual must sign up for the SCENE loyalty Program and will then be issued a card used for collecting and redeeming SCENE Points ("**SCENE membership card**"). This SCENE membership card will be associated with one Account number. An individual may also elect to apply for a Scotiabank personal bank account and get a SCENE *ScotiaCard*[®] banking card and/or a SCENE Visa credit card, to be issued by Scotiabank, in order to earn additional SCENE Points for their SCENE Account (see below for further details); We may facilitate the automatic connection of your SCENE membership Account to your SCENE ScotiaCard and/or SCENE Visa card in accordance with the SCENE Privacy Policy. This may include releasing certain personal information to the Bank of Nova Scotia as set out in the Privacy Policy. However, we will not accept any liability if we fail to connect automatically as set out above;
5. SCENE GP assumes no liability whatsoever, including without limitation, liability for any expense, loss, cost, injury, damage, accident or any other matter or thing whatsoever, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to the Program or by reason of the termination of or amendment to the Program in whole or in part, the addition or deletion of reward partners or other features with or without notice;
6. SCENE membership is a privilege which can be revoked by SCENE GP in its sole discretion at any time and without compensation for any reason including without limitation, for abuse or breach by a Member of any of the Terms and Conditions of the Program or any other actions deemed by SCENE GP, acting in its sole discretion, to be contrary to SCENE GP, the SCENE Program or the interests of its Members or reward partners;
7. SCENE GP shall be under no obligation to continue the Program or to provide any notice of its termination;

8. Each Member shall be responsible for advising SCENE GP of any change of their name, mailing address, e-mail address or any other required membership enrollment data. Neither SCENE GP nor its Sponsors shall be liable for misdirected communications such as mail or e-mail or any consequences thereof;
9. Neither SCENE GP nor its Sponsors shall be responsible for any failure of the scene.ca website or for any problems or technical malfunction of a telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail, online or Internet entry. In addition, neither SCENE GP nor its Sponsors shall be responsible due to technical problems, traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any computer or property related to or resulting from participating in or downloading any material relating to the Program. SCENE GP reserves the right, at its sole discretion, to cancel or suspend this Program should a virus, bug or any other cause beyond the reasonable control of SCENE GP corrupt the security or proper administration of the Program. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Program is a violation of criminal and civil laws, and should such an attempt be made, SCENE GP reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution; and
10. A Member may not sell, exchange, give, charge or otherwise dispose of any SCENE Point. SCENE Points have no monetary value whatsoever and cannot under any circumstances form the basis of a monetary claim against SCENE GP or a Sponsor and cannot be converted to cash. There may be circumstances where a Member may be responsible for any taxes applicable to SCENE Points, awards or rewards.

Membership Enrollment

1. To participate in the Program and earn SCENE Points and redeem rewards, you must become a Member of the SCENE Program. Membership is absolutely free and no purchase is required in order to become a Member;
2. To enroll, you must have a valid Canadian address, a valid e-mail address and be 14 years of age or older;
3. Eligible Cineplex Entertainment theatre locations for the Program, and the full address of each participating theatre, are available at scene.ca;

4. To become a Member, simply complete a SCENE Program online enrollment membership form available at scene.ca accurately and completely. After completion, you will be e-mailed a temporary SCENE membership card with a unique Member Account number ascribed to it. You can use the temporary SCENE membership card you receive electronically, by showing the personalized bar code Account number when visiting any participating Cineplex theatre. Your temporary SCENE membership card will expire 30 days after the date of issue;
5. Enrollment also requires the creation of a password or a personal identification number ("**Password**") which is required to access your Account online. Anyone who knows your Password and Account number will have full access to your Account. You are responsible for maintaining the secrecy of your Password, for all activities that occur using your Password and for notifying SCENE GP of any unauthorized use of your Password. SCENE GP is not responsible in any way for any loss arising from unauthorized use of your Password or your failure to comply with these provisions;
6. A SCENE membership card will be mailed to the home address you provided upon enrollment in approximately 5 - 10 business days after your application is processed. SCENE membership cards are not transferable;
7. By enrolling in the SCENE Program, you consent to receive direct mail, telemarketing and electronic communications from SCENE as well as other communications containing special offers about the SCENE Program and its rewards and services;
8. SCENE GP does not collect personal information on its website from individuals it actually knows to be under 14 years of age. The Program is not marketed to or directed towards children under 14 years of age. SCENE GP requests that website visitors under 14 years of age not disclose or provide any personal information. If SCENE GP discovers such information, it will delete the child's personal information from its records. If for any reason SCENE GP believes a user may be under the age of 14, it reserves the right to request proof of age of such user. If such proof is not provided, or if it is discovered the user is under the age of 14, all personal information regarding that individual shall be deleted from the SCENE GP system and SCENE GP reserves the right to limit and/or ban the user from membership in the loyalty Program and from scene.ca;

9. For Members who are 14 or 15 years old, SCENE GP will only collect personal information required to set up and administer the SCENE Program. SCENE GP does not collect certain additional personal information used to create a Member profile such as marital status, number of people in household, household income, education and home language from individuals it actually knows to be 14 or 15 years old. If you are 14 or 15 years of age at the time you enroll in the SCENE Program, you agree that SCENE GP may contact you when you turn 16 in order to collect additional personal information we did not collect when you initially joined the Program to allow you to benefit from the full privileges and opportunities of SCENE membership;
10. **Note to Parents.** SCENE GP encourages parents to supervise their children's Internet activities and to consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also keep children from disclosing online their name, address and other personal information without parental consent. For additional information about parental control tools please consult <http://icra.org/>; and
11. Enrollment at scene.ca is subject to verification and will be deemed invalid if the information is not true and/or complete.

Committed to Your Privacy

SCENE GP and its Sponsors (collectively, "we" or "our") are committed to protecting your privacy. We collect your personal information for the following purposes:

1. To set up and administer the SCENE Program including ongoing management of SCENE Accounts, and to accurately record Points and up-to-date Point balances;
2. To process SCENE redemptions and issue rewards;
3. To allow Members to participate in promotions and contests;
4. To communicate with Members;
5. To understand Member needs and preferences, and to provide Members with products and services that meet your needs or interests;
6. To recommend our products and services, including pre-approved credit, or the products and services of third parties we select that may be of interest to Members;
7. To provide Members with special offers and rewards from SCENE and our Sponsors and reward partners;

8. To facilitate or enable any corporate or commercial transaction involving SCENE GP.

SCENE GP will obtain consent before using personal information for a purpose that has not been specified, unless the new purpose is required by law. See the SCENE Privacy Policy at scene.ca, incorporated herein by reference, for further details. Member information is considered a SCENE GP asset. If our business is transferred to a new owner, Member personal information may be transferred to and considered an asset of the new owner.

Earning SCENE Points and Discounts

1. The terms “**SCENE Points**” or “**Points**” mean the points awarded when using the SCENE membership card your SCENE ScotiaCard and SCENE Visa card. Present your temporary SCENE membership card bar code or SCENE membership card when you purchase admission tickets for any participating Cineplex theatre and receive SCENE Points in the levels and under the conditions and restrictions as set forth at scene.ca;
2. For the SCENE membership card, Points earned at Cineplex will only be awarded for the purchase of paid admission tickets for participating Cineplex theatres subject to restrictions as certain Cineplex coupons, offers and admission passes are not eligible towards the earning of SCENE Points; see scene.ca for details and restrictions that may apply. Points for the SCENE membership card will only be awarded when your SCENE membership card is presented before the completion of the purchase transaction;
3. SCENE Members may also be eligible to earn additional SCENE Points by applying for a SCENE ScotiaCard and a SCENE Visa card. Holders of a SCENE ScotiaCard and/or a SCENE Visa card are eligible to earn SCENE Points on both paid admission tickets for participating Cineplex theatres as well as on other purchases you make with a SCENE ScotiaCard and a SCENE Visa card. For full details and restrictions see the Scotiabank SCENE ScotiaCard and SCENE Visa Terms and Conditions at scene.ca;
4. SCENE Members may be eligible to receive discounts on purchases such as concessions at participating Cineplex theatres, excluding the purchase of alcohol. See scene.ca for details and restrictions that may apply;
5. In addition, from time to time, SCENE GP may invite reward partners to work with SCENE GP to provide more benefits and opportunities to Members. SCENE GP may also advertise offers for which Members

may earn additional SCENE Points or may redeem for additional rewards;

6. Learn more about earning or redeeming SCENE Points by visiting scene.ca;
7. Members must present their personal valid SCENE membership card to collect SCENE Points and/or benefit from discounts. Different rules may apply for the SCENE Points issued when using a SCENE ScotiaCard and/or SCENE Visa card;
8. Any unauthorized reproduction of a SCENE membership card may lead to a deduction of or loss of all SCENE Points in such Account, exclusion from the Program and may have additional legal consequences, all in the sole discretion of SCENE GP;
9. SCENE GP or a Sponsor may refuse to record or honour SCENE Points in your Account, or if already recorded, may cancel such Points, if SCENE GP cannot confirm that the Points were properly issued or obtained; and
10. If you believe that any Account statement showing the number of SCENE Points in your Account is in error, you must contact Customer Service (1 866 586-2805) within 60 days of the date of the Account statement or such statement will be deemed correct, except for excess SCENE Points improperly noted in your Account. SCENE GP may require that Members submit documentation to support your claim.

Returns and/or Exchanges

In the event of a return and/or exchange of any purchase for which SCENE Points were allocated, SCENE Points will be deducted automatically from your Account. Your SCENE Points balance will be reduced by the equivalent number of SCENE Points issued for the returned or exchanged items on the original transaction.

Redemption and Benefits

1. SCENE Points may be redeemed for admission tickets or other reward offers at participating Cineplex theatres, or any other rewards SCENE GP may offer from time to time. Your SCENE membership card may be required for redemption. Your Account number and Password will be required for any available automated or online redemption.
2. Your SCENE Points balance will be reduced by the number of Points required to obtain the desired Point redemption level. Unredeemed SCENE Points plus any Points earned in the current transaction, will remain in your Account and can be applied to subsequent transactions;

3. SCENE Points can only be redeemed if the required Point redemption level is acquired prior to the redemption transaction;
4. You may be required to provide proof of and/or authentication of your identity when redeeming SCENE Points to protect the integrity of your Account and to verify your Member status. In the event you do not have proof of identity, you may need to redeem Points through available Cineplex electronic means; and
5. SCENE GP may include in the Program additional reward partners in its sole discretion.

Lost, Stolen or Damaged Membership Cards

1. You must notify SCENE GP immediately by calling 1 866 586-2805 if your SCENE membership card is lost or stolen. When SCENE GP is made aware of a lost or stolen SCENE membership card, it will flag the SCENE membership card as lost or stolen and the SCENE Account, and the SCENE membership card associated with the Account, will be rendered inactive. A new SCENE Account number and SCENE membership card may be provided at SCENE GP's sole discretion. Any replacement card will be mailed to the address provided in the SCENE Member's registration profile and the accumulated, unredeemed SCENE Points will remain intact and will be transferred to the new SCENE Account number. SCENE GP is not responsible for any redemption made by a third party using a lost or stolen SCENE membership card;
2. In the event that your SCENE *ScotiaCard* and/or SCENE Visa card is lost or stolen, please immediately notify your Scotiabank branch or call 1 800 4SCOTIA (1 800 472-6842); and
3. If you have a damaged SCENE membership card, a replacement card may be issued at SCENE GP's sole discretion. If a SCENE Point is cancelled for any reason, it becomes void without compensation.

Termination, Changes and Breach

SCENE GP may change these Terms and Conditions, any aspect of the SCENE Program including redemption procedures or any rewards in any respect, all without notice and even though changes may affect the value of SCENE Points already accumulated. For current Terms and Conditions and other Program details and information, visit scene.ca.

General

These Terms and Conditions, including the Privacy Policy, constitute the entire agreement between you and SCENE GP regarding your participation in the

Program, your entitlement to collect and redeem SCENE Points and your entitlement to any other benefits of the Program, and supersede all previous versions. Except as expressly contained in these Terms and Conditions, there are no conditions, representations, warranties, express or implied, statutory or otherwise. When you deal with SCENE GP or its Sponsors over the Internet, you consent to the formation of contractual relations through electronic communications. SCENE GP has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program.

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SCENE®* Privacy Policy

We protect your privacy

SCENE is committed to protecting your right to privacy. We treat your personal information with the utmost of respect and operate in strict accordance with all privacy legislation. Please take the time to familiarize yourself with this Policy as it outlines how we collect, use, disclose and protect your personal information. We also recommend that you periodically review this Policy as it may be altered or updated from time to time.

What is personal information?

“**Personal information**” is information about an identifiable individual member of the SCENE loyalty program (“**Member**”). This may include, without limitation, your name, mailing address, e-mail address, age, Member number and password and certain demographic information.

Collecting, using and disclosing your personal information

Your personal information will not be collected, used or disclosed without your consent. SCENE GP only collects the information that we need to provide services to you and to administer SCENE. We collect your personal information through:

- Your enrollment in SCENE;
- Online and electronic activity with SCENE GP;
- Telephone, paper and online surveys and contests; and,
- Your use of your SCENE membership card and SCENE *ScotiaCard*® and SCENE®* Visa* card issued by Scotiabank.

The personal information we collect includes your name, mailing address, home telephone number and e-mail address. We ask for your birth date to verify eligibility for SCENE and to facilitate the automatic connection and/or enrollment of your SCENE membership account to your SCENE *ScotiaCard* and/ or SCENE Visa card. We also ask you to choose a password to verify your identity, and a unique question related to your password. We may also ask for your cell number and secure messaging service number, but providing this information is optional. We will disclose your name, email address, postal code, birth date and

home telephone number to Scotiabank for the purpose of connecting your SCENE membership account with your SCENE *ScotiaCard* and/or SCENE Visa card.

We may collect additional information from you to create a Member profile including marital status, number of people in household, household income, gender, education, home language, movie-going preferences and information that identifies you as an existing Scotiabank customer, if applicable. Providing this information is optional. We do not collect the personal information of individuals under 14 years of age and only collect a limited amount of personal information from Members who are under the age of majority in the province in which they reside. For further details on this matter please see the SCENE Terms and Conditions available at scene.ca.

We collect, use and disclose your personal information for the following purposes:

- To set up and administer SCENE including ongoing management of SCENE accounts, and to accurately record points and up-to-date point balances;
- To process SCENE redemptions and issue rewards;
- To allow you to participate in promotions and contests;
- To communicate with you and to deliver a SCENE e-newsletter;
- To understand your needs and preferences, and to provide you with products and services that meet your needs;
- To recommend the products and services of SCENE, our Sponsors and reward partners or the products and services of third parties we select that may be of interest to you;
- To provide you with special offers and rewards from SCENE, our Sponsors and reward partners;
- To facilitate or enable any corporate or commercial transaction involving SCENE GP.

We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf. A third party service provider is someone other than Scotiabank, Cineplex and any of their respective subsidiaries or affiliates. Some of our third party service providers may be located outside of Canada and subject to foreign legislation. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions. When personal information is provided to our service providers, we

require them to protect the information in a manner that is consistent with this Policy.

SCENE *ScotiaCards* from Scotiabank

Eligible SCENE Members will be entitled to apply for the SCENE *ScotiaCard* banking card or SCENE Visa credit card issued by Scotiabank.

The SCENE *ScotiaCard* banking card and SCENE Visa credit card are subject to separate Terms and Conditions, and a separate application must be completed to enroll for these cards. These documents can be found on the scene.ca website. The SCENE *ScotiaCard* banking card and SCENE Visa credit card are subject to the Scotiabank Group Privacy Agreement, which is available on the Scotiabank website at scotiabank.com.

Consent

By providing us with your personal information, we assume that you consent to our collecting, using and disclosing this information for the purposes described in this Policy.

We may ask you for contact information such as your telephone number, email or other electronic address and keep and use this information as well as disclose it to SCENE Sponsors and rewards partners so that we or our third party suppliers may contact you directly through these channels for the purpose of marketing. This consent also applies to SCENE as well as SCENE Sponsors, reward partners, subsidiaries, affiliates and any other companies that form a part of or join SCENE in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time by the following methods:

- 1) Log into scene.ca, click on "My Account", click on "Edit Profile", scroll down to the section "Other Information", and click on "edit" in the upper right hand corner of that section". You may then change the "Subscribe" flag to "Unsubscribe" for SCENE communications and specific partner offers.
- 2) Call us toll-free at 1 866 586-2805 or
- 3) Email us at help@scene.ca.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

We will not collect, use or disclose your personal information without your consent unless it is necessary to do so by law, for example in response to a court order or subpoena, to detect and prevent fraud or other criminal activity, or to comply with our legal and regulatory requirements.

We will obtain your consent before using or disclosing personal information for a purpose that has not been specified in this Policy, unless the new purpose is required by law.

Security, retention and destruction of personal information

We do our utmost to protect and safeguard your personal information using physical, electronic and procedural measures appropriate to the sensitivity of the information, including safeguards to protect your information against loss and theft, as well as unauthorized access, disclosure, copying, use, or modification.

We retain personal information in accordance with this Policy, legislative requirements and documented guidelines and procedures established by SCENE GP. Our employees may require access to your personal information in order to set up and manage the Program. Employees are required, as a condition of employment, to conform to all privacy policies and procedures.

We will only keep your personal information for as long as it is required to fulfill the purposes for which it was collected. We may retain your information for a certain amount of time after you cease to be a Member, but only for so long as it is required for us to have the necessary information to respond to any issue that may arise at a later date.

Cookies

Cookies may be used by our web server to automatically recognize you as a registered visitor, where you have indicated your preference to be automatically logged in.

You can disable cookies using your Internet browser's settings. Please consult your browser's help function for information on how to disable cookies. Note that if you disable cookies, certain features of our website will not function properly. We use pixels, or transparent GIF files, to help manage online advertising. These GIF files are provided by our ad management partner, DoubleClick. These files enable DoubleClick to recognize a unique cookie on your Web browser, which in turn enables us to learn which advertisements bring users to our website.

The cookie was placed by us, or by another advertiser who works with DoubleClick. With both cookies and Spotlight technology, the information that we collect and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address. For more information about DoubleClick, including information

about how to opt out of these technologies, go to doubleclick.net/us/corporate/privacy.

External links

The **scene.ca** website may contain links or references to other websites to which this Policy does not apply. For example, when you click a link to take advantage of other third party services, our website may indicate that you are leaving **scene.ca** and using a third-party website for those purposes. Please be advised that these sites are not owned or controlled by SCENE GP. When providing personal information on other websites not controlled or owned by SCENE GP we encourage you to read the privacy policy of those sites.

Changes to this Privacy Policy

This Policy may be amended from time to time to ensure the protection of your personal information and compliance with privacy legislation. If we make any substantial changes, we will notify you by posting a notice and the revised Policy on the **scene.ca** website.

How to reach us

If you have a general question or you have a concern regarding this Policy or would like to access or update your personal or account information, please contact us by calling toll-free at 1 866 586-2805 or by email at help@scene.ca. Please indicate clearly the information that you wish us to review or have changed. We will endeavour to reply to your request as soon as reasonably possible. If you have a sensory disability, please let us know and we will work to accommodate your needs.

Withdrawing consent

Subject to legal, regulatory and contractual requirements, you may withdraw your consent to our collection, use or disclosure of your personal information at any time by giving us reasonable notice. Depending on the circumstances, however, withdrawal of your consent may impact on our ability to provide you or to continue to provide you with some of the privileges and opportunities of SCENE membership.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the administration and management of the Program.

You can tell us at any time to stop using information about you to promote our products and services or the products and services of third parties we select. If you wish to withdraw consent as outlined in this Policy, you may do so by the following methods:

- 1) Log into scene.ca, click on "My Account", click on "Edit Profile", scroll down to the section "Other Information" and click on "edit" in the upper right hand corner of that section. You may then change the "Subscribe" flag to "Unsubscribe" for SCENE communications and specific partner offers
- 2) Calling us toll-free at 1 866 586-2805 or
- 3) Email us at help@scene.ca.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

Pre-approved Credit Products

You agree that we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information to determine if we wish to offer you any pre-approved credit products (you won't be considered for a credit product until you reach the age of majority in your province of residence). You may withdraw your consent by following the instructions above.

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 - ** The Bank of Nova Scotia authorized user of the mark.
 - ▲ Cineplex Entertainment LP, used under license.
 - † Redeem 1,250 points for a free General Admission or 3D movie ticket in a regular auditorium, 2,000 points for a free Enhanced movie ticket (i.e. UltraAVX®, IMAX® and DBOX, including those in 3D), and 2,500 SCENE points for a free VIP Cinemas™ movie ticket. 125 SCENE points will be issued per adult transaction for a General Admission movie ticket, 200 SCENE points will be issued per adult transaction for an Enhanced movie ticket, and 250 SCENE points will be issued per transaction for a VIP Cinemas™ movie ticket. Members earn points on a maximum of one adult ticket and two child tickets per transaction, two transactions per day. See scene.ca/tickets for details.
- 1 SCENE Visa cardholders will receive points for purchases made with their SCENE Visa card. SCENE Visa cards must be connected to a SCENE membership in order to earn points. Points are not awarded for cash advances, *Scotia* Credit Card Cheques, credit vouchers, returns, payment of annual card fees, interest charges or service/transaction charges. Some conditions and limitations apply. Visit www.scotiabank.com/scenevisa for complete details.
 - 2 Maximum points per transaction is 300. Maximum daily points 600.
 - 3 You will earn SCENE points for purchases made with your SCENE Visa card at the standard earn rate of 1 Point for \$1 of net purchases. You can also earn and redeem SCENE Points at participating Recipe restaurants with your SCENE membership card. Please visit www.scene.ca/dining for terms and conditions and a list of participating restaurants.
 - 4 Merchants set their own limits for the maximum value of a Visa payWave transaction that does not require a signature or PIN.