

SCENE SCOTIACARD

Your new Scotiabank® SCENE^{®*} debit card.



Just follow three simple steps
to enjoy **FREE movies^ and more**

(SCENE ScotiaCard Terms and Conditions inside)

Scotiabank®



1 Start earning SCENE points

- ★ Earn 1 SCENE** point for every \$5 you spend on everyday debit purchases!†
- ★ Earn 5x the SCENE points on purchases made at Cineplex Entertainment[‡] theatres and online at cineplex.com*.



2 Earn more points and get discounts with your SCENE membership card

Your SCENE debit card has been automatically connected to your black SCENE membership card, so you can start earning today.

- ★ Earn 5 SCENE points for every \$1 spent on Cineplex food and drink purchases**
- ★ Save 10% on Tuesday movie tickets!^^



3 Redeem your points with your SCENE membership card

Your SCENE membership card is the key to redeeming your points towards FREE movies, meals and more.

To learn more visit scene.ca

Make sure your SCENE profile is complete

Update your profile with a valid email address to ensure you receive important program updates and exclusive member offers.

Questions?

Visit scene.ca/help



SCENE debit card Terms and Conditions

SCENE Loyalty Program Overview

The SCENE loyalty program is operated by SCENE General Partnership, a limited 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 of SCENE GP and the SCENE loyalty program (“**SCENE**” or “**Program**”) and SCENE GP is solely responsible for conducting and administering the Program. Please refer to the SCENE Loyalty Program Terms and Conditions and Privacy Policy that are incorporated herein.

The use and retention of your SCENE *ScotiaCard* is also governed by the *ScotiaCard* Cardholder 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 *ScotiaCard*) or collecting points (“**Points**” as further defined below) you agree that you have read and understand the SCENE Loyalty Program Terms and Conditions and Privacy Policy of the SCENE Program as well as the Terms and Conditions of the SCENE *ScotiaCard* and are bound by all of those terms. You also acknowledge that these SCENE *ScotiaCard* Terms and Conditions are in addition to the Terms and Conditions governing your Scotiabank bank account including the Scotiabank Group Privacy Agreement and the *ScotiaCard* Cardholder Agreement and your SCENE membership card.

Participation Requirements

1. To become a SCENE member (“SCENE Member”) and enjoy all the benefits of the SCENE Program at no extra cost, you require only a SCENE membership card. To enjoy the further benefits of the SCENE ScotiaCard, you require the SCENE membership card as well as an eligible Scotiabank account.
2. There is a limit of one SCENE *ScotiaCard* per Scotiabank customer. Each SCENE *ScotiaCard* can only be connected to one SCENE membership account.

Membership Enrollment

To earn Points using your SCENE *ScotiaCard*, your eligible bank account(s) must be connected to your SCENE membership account.

We will facilitate the automatic connection and/or enrollment 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.

Eligible Account Holders

- Application is open to all Canadian residents.
- Limited to natural persons only: no corporation, trust, partnership or other entity may hold a SCENE *ScotiaCard*.

Eligible Accounts

The following Scotiabank personal Canadian dollar accounts are currently SCENE eligible:

Preferred Package, Ultimate Package, Basic Banking Account, Basic Banking Plan, Student Banking Advantage® Plan, Getting There Savings Program for Youth.

Eligible Accounts that are no longer available for account opening (“stop sold”) are not listed above. SCENE Members whose Eligible Account has become stop sold will continue to receive all of the benefits of SCENE membership.

Excludes: Scotia® Moneyback™ Account, Money Master® Savings Account, Scotia® US Dollar Daily Interest Account, Scotia® Power Savings Account, Euro Daily Interest Savings account, and any account requiring multiple signatures.

As a SCENE Member, you will receive e-mail and program communications containing updates and special offers that are all part of the SCENE Program. SCENE GP will not share your e-mail address or other personal information except as provided in the Scotiabank Group Privacy Agreement at scotiabank.com, and the SCENE GP Privacy Agreement at scene.ca which is incorporated herein by reference.

Earning SCENE Points using your SCENE ScotiaCard

- Every SCENE Member with a SCENE ScotiaCard receives Points for their debit card purchases made from an eligible account (see above).
- For every Cineplex movie ticket purchase, you receive 1 SCENE Point for every \$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 every \$5.00 you spend at **all other merchants**. Debit purchase transaction must be a minimum of \$5.00 in order to earn SCENE points.

Points are updated within 2–3 business days.

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 *ScotiaCard* is lost, stolen or damaged, you must immediately notify your Scotiabank branch or call 1-800-4SCOTIA (1-800-472-6842).
2. Cancelled SCENE *ScotiaCard* accounts will be ineligible to earn SCENE Points after the cancellation date.
3. If your SCENE membership has been cancelled by SCENE GP for any reason, you will not be eligible to redeem your accumulated Points.

No Liability

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 SCENE *ScotiaCard* or the Program.

Termination, Changes and Breach

Scotiabank may change these SCENE *ScotiaCard* Terms and Conditions, or any aspect of the SCENE *ScotiaCard* including award levels or 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 SCENE GP at any time. For SCENE Terms and Conditions and other SCENE Program details and information, visit scene.ca.

SCENE Loyalty Program Terms and Conditions and Privacy Policy

Program Overview

SCENE is a loyalty program, which is operated by Scene Limited Partnership, a limited 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.
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; and
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. Certain (a) Cineplex coupons, offers and admission passes and/or (b) unauthorized third party coupons, offers, programs and admission passes are not eligible towards the earning of SCENE Points. Points for the SCENE membership card will only be awarded when your SCENE membership card is presented before the completion of the purchase transaction. Points are issued for the purchase of the SCENE Members admission ticket only and the admission ticket(s) of a child or children under the age of fourteen, accompanying the SCENE Member. See <http://www.scene.ca> for details and restrictions that may apply.

3. SCENE Members may also be eligible to earn additional SCENE Points by applying for a SCENE ScotiaCard, a SCENE Visa card and/or a SCENE Prepaid Visa card. Holders of a SCENE Scotia Card, SCENE Visa, and/or a SCENE Prepaid Visa card are eligible to earn SCENE Points on both paid admission tickets for participating Cineplex theatres , online at cineplex.com as well as on other purchases you make with a SCENE ScotiaCard and a SCENE Visa and/or a SCENE Prepaid Visa card. For full details and restrictions see the Scotiabank SCENE ScotiaCard, SCENE Visa Terms and Conditions and the SCENE Prepaid Visa card Terms and Conditions at scene.ca;
4. SCENE Members may be eligible to receive discounts on purchases 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 will be required for redemption at a participating box office. 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.

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 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.

Should your SCENE membership account be deemed inactive, you will no longer be able to earn SCENE points on your SCENE *ScotiaCard* debit card. Upon expiry of your SCENE *ScotiaCard* debit card, your replacement Scotiabank debit card will be a non-SCENE *ScotiaCard* debit card.

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 below, 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.

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, Visa cards and Prepaid Visa cards from Scotiabank

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

The SCENE ScotiaCard banking card, SCENE Visa credit card and SCENE Prepaid Visa 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

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 Profile”. Under “Communication Preferences”, choose your preferences. 2) Call us toll-free at 1-866-586-2805. 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 Profile”. Under “Communication Preferences”, choose your preferences.
2. Calling us toll-free at 1-866-586-2805.

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.

- ° Registered Trademark of The Bank of Nova Scotia.
- ** SCENE is a registered trademark of SCENE IP LP, used under license.
- ◇ Registered Trademark of Cineplex Entertainment LP, used under license.
- * Visa Int./Licensed User.
- † Interac, the Interac logo, Interac Flash and Pay in a flash are trademarks of Interac Inc. 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.
- †† SCENE points are awarded for debit purchase transactions from an eligible account using your SCENE ScotiaCard debit card. Earn 1 SCENE point for every \$5 you spend on debit purchases and 1 SCENE point for every \$1 you spend at participating theatres and online at cineplex.com. Points accumulated using the SCENE ScotiaCard will be updated within 2–3 business days. Some conditions and limitations apply. Visit scene.ca for complete details. Maximum points per transaction are 300. Maximum daily points are 600.
- + Customers earn 5 points for every \$1 spent on purchases on their SCENE Visa card (versus 1 point for every \$1 on purchases elsewhere), 1 point for every \$1 spent on their SCENE ScotiaCard debit card and Scotiabank Prepaid Reloadable Visa card (versus 1 point for every \$5 spent elsewhere), when your card is linked to a SCENE membership account, on purchases made at Cineplex Entertainment theatres and online at cineplex.com. Maximum points per transaction are 300. Maximum daily points are 600. Gift cards excluded. Visit www.sciotiabank.com/scene for details.
- ** 5 SCENE points will be issued for every \$1 spent, rounded down to the nearest whole dollar, less all taxes, on food and drink at Cineplex theatres including Concessions, Outtakes,® YoYo's Yogurt Café,® Pizza Pizza,® Poptopia,® Starbucks,® Cineplex VIP™ Lounges and in-seat dining. Excludes Tim Hortons® and alcoholic beverages. Only one SCENE membership card can be used per purchase. SCENE members may redeem in increments of 500 SCENE points to receive \$5 off Cineplex food and drink purchases, less all taxes at Concessions, Outtakes,® YoYo's Yogurt Café,® Pizza Pizza,® Poptopia,® Starbucks,® Cineplex VIP™ Lounges and in-seat dining. Excludes Tim Hortons® and alcoholic beverages. Cineplex, Outtakes,® Poptopia® and Cineplex VIP,™ owned by Cineplex, used under license. YoYo's Yogurt Café,® owned by YYC Franchise Corporation, used with permission. Pizza Pizza,® owned by Pizza Pizza Royalty Limited Partnership, used with permission. Starbucks,® owned by Starbucks Corporation, used with permission.
- ** SCENE members who present their membership card or enter their membership number at the time of transaction will receive a 10% discount on the purchase of admissions, valid for performances on Tuesdays only. Maximum 6 tickets. This offer is valid for the purchase of admission tickets only and cannot be used in conjunction with any other discount, passes, coupons, vouchers, pre-purchased tickets, SCENE point redemptions or any other admission offer. Offer is subject to change or may be withdrawn at any time, without notice.

