

## **Rewards and Redemption**

These terms and conditions govern your participation in the rewards program associated with an Eligible Capital One credit card ("Program"). If you have an Eligible Capital One credit card, these terms and conditions form part of the account terms applicable to you. By using your Eligible Capital One credit card, you agree to these terms and conditions, and any amendments made hereto ("Terms and Conditions").

In these Terms and Conditions: "you" and/or "your" mean the primary accountholder; and "Cardholder Agreement" refers to the Capital One cardholder agreement governing the Eligible Capital One credit card, and may be amended from time to time. Unless defined herein, all other terms defined in the Cardholder Agreement shall have the same meaning in these Terms and Conditions.

**Program Sponsor:** This Program is sponsored by Capital One ("we," "us," "our").

**Eligible Capital One credit card:** The Capital One credit cards that entitled you to this program are considered "Eligible Capital One credit cards." At the time of enrolment or an upgrade being offered to you, we will indicate/notify you if your card entitles you to this Program.

If you have multiple Eligible Capital One credit cards, each card will be linked to a different Rewards Account. The Points you earn or redeem will be reflected in the Rewards Account linked to that specific Eligible Capital One credit card. You cannot link your multiple Rewards Accounts or transfer Points from one Rewards Account to another.

**Participation:** Participation in the Program is restricted to Canadian accountholders having an Eligible Capital One credit card.

**Enrolment:** Upon your Eligible Capital One credit card account being set up with Capital One , we will automatically enrol you into this Program for each such card. No separate action is required of you.

**Earning Points:** You will earn Points on net payments credited into your Eligible Capital One credit card account ("Account"). The Points earned for each Account will be reflected in the Rewards Account linked to that Account. There is no cap on the total amount of Points you can earn. Points are earned after enrolment into the Program and no Points will be awarded retroactively.

The total number of Points you earn will be the Earn Rate multiplied by the net payments, which will be calculated on a daily basis. If the result includes a fraction of a Point, we will round up (.50 and above) or round down (.49 and below) to the nearest whole Point. For example, assuming your Earn Rate is 1 Point per \$1: If you pay \$1.50 towards your card Account, you will earn 2 Points. If you pay \$1.49 towards your card Account, you will earn 1 Point.

If any of your payments are reversed/refunded, the total Points earned on those payments will be deducted from your Rewards Account. This might even result in a negative balance on your Rewards Account.

The Earn Rate applicable to you shall be communicated to you by Capital One , from time to time. We may also offer special Earn Rates for a limited time, subject to additional terms and conditions. **You will not earn Points:** (a) if your Rewards Account is closed or suspended; (b) on any security funds provided to us; or (c) on payments made towards optional services.

Transactions that qualify for Points are determined at our sole discretion. If we award you Points in error, we will be entitled to deduct them from your Rewards Account.

**Expiration of Points:** Your Points will not expire as long as your Rewards Account remains open and in good standing. But if your Rewards Account is closed, you will lose any Points you have not redeemed.

**Redeeming Points:** You can redeem your Points for: (a) gift cards; (b) account credits; and (c) other redemption options that may be made available through online banking or by calling our Customer Service number. Points have no cash value (may be redeemed as a cash-like equivalent through account credits) and cannot be exchanged for cash, sold or traded in any other way. Points can only be redeemed by the primary accountholder.

Different options for redeeming Points may have different values, which may be changed without notice. As a primary accountholder, you can access the complete list of available redemption offers through online banking or by calling our Customer Service number.

All redemptions are final. Once you submit a request for redemption, it cannot be cancelled. Points redeemed cannot be reversed, refunded or replaced.

**In order to redeem Points:** (a) your Account must be in good standing; (b) you must be fully compliant with these Terms and Conditions; (c) your Rewards Account should be active; and (d) you must have sufficient Points in your Rewards Account.

Account Credits Terms: All the following additional terms will apply if you redeem your Points towards account credits:

- Account credits can only be used to reduce the Account balance of your Eligible Capital One credit card account that was used to earn those Points.
- Account credits lower your Account balance but do not count towards your minimum monthly payment obligation. You will still be required to pay the minimum payment as indicated on your monthly statement.
- Account credits may post to your Account within 60 days after processing your redemption request. Despite our best efforts, there might be a delay in processing your redemption request, so please ensure all necessary payments are made before your due date to avoid any fees or charges.

**Gift Card Terms:** All of the following additional terms will apply if you redeem your Points towards gift cards:

• The selection of gift cards available for redemption and the Points required to redeem such gift cards may change without notice.

- Gift cards may be subject to additional terms and conditions set by the party issuing the gift card, which are subject to change from time to time. We are not responsible if a gift card is not honoured for any reason.
- Gift cards will be shipped within 2 weeks of processing the redemption request. If you do not receive your gift card within 60 days of submitting your redemption request, or your gift card is damaged or defective upon delivery, please contact our Customer Service number located on the back of your card.
- Gift cards will be shipped to the primary accountholder's registered communication address.

**Other Redemption Option:** Additional terms disclosed at the time of redemption will also apply.

**Rewards Account:** "Rewards Account" means the account we use to record the Points earned and redeemed by you in the Program. In the event you have multiple Eligible Capital One credit cards, each card will have a separate Rewards Account. Points earned or redeemed should automatically be reflected in your Rewards Account, which may take up to two statement cycles from when your payment is posted. To know your up-to-date balance, please visit online banking or contact our Customer Service representatives.

We reserve the right to verify and adjust the balance in your Rewards Account at any time.

**Rewards Account Closure:** Closure of your Account will lead to an automatic closure of your Rewards Account as well. Additionally, if your Account is suspended, restricted or not in good standing, we may close your Rewards Account, without any prior notice.

Upon the death of the primary accountholder, the Rewards Account will be closed.

Closure of your Rewards Account (for any reason) will result in loss of any unredeemed Points. Points lost due to closure of your Rewards Account cannot be retrieved.

**Disqualification:** We reserve the right to, without notice, disqualify you from participation in this Program in the event of fraud, abuse of Program privileges, or violation of these Terms and Conditions, as determined by the sole judgement of Capital One . Such termination may result in, among other things, the closure of your Rewards Account and loss of any unredeemed Points.

**Amendment:** Subject to applicable laws, we reserve the right to alter, change or terminate this Program and/or any of these Terms and Conditions (including Earn Rate, redemption values, rewards, imposing caps), at any time without notice. When required by law, we'll provide you necessary notice within the timelines stipulated by law.

In the event we are required to provide you notice or choose to provide you notice, subject to applicable laws, we may do so electronically or through any other means we deem appropriate. All notices and other communications will be sent only to the primary accountholder.

The following provisions only apply where the primary accountholder is a Quebec resident: We will provide the primary accountholder with a notice at least 60 days prior to making changes that we consider to be an essential element of these Terms and Conditions, in our absolute discretion. Where we consider the change to be non-essential, we'll provide the primary accountholder with notice 30 days prior to making the change. This notice will be drawn up clearly and legibly, setting out the new clause and the date the amendment comes into effect. If the change we make increases your obligations or reduces ours, the primary accountholder may refuse the change(s) by cancelling their credit card by providing us a notice within 30 days after the effective date of the amendment, without any cost or penalty.

**Tax:** Determination and payment of any tax liability related to or arising from the accrual or redemption of Points or the receipt of any benefit under this Program is your sole responsibility. To the extent required by law, certain transactions under this Program may need to be included in your year-end tax reporting.

**Waiver:** We reserve the right to delay or not enforce any of our rights under these Terms and Conditions or relating to this Program, without waiving or losing our right to enforce them later.

Liability and Indemnity: You release us and our agents from any and all liability to you or any other person, arising in any manner whatsoever, in relation to this Program. We are not responsible for lost or stolen Points.

**Severability:** If any part of these Terms and Conditions is considered invalid or unenforceable under applicable law, the rest of these Terms and Conditions will still continue to be valid and enforceable.

This Program is void to the extent where prohibited by federal, provincial, or local law.

**Assignment or Transfer:** At any time, we may sell, transfer or assign any, or all of our rights and obligations under these Terms and Conditions or your Rewards Account, without telling you in advance. You may not sell, assign or transfer any of your rights or obligations under these Terms and Conditions, or your Rewards Account.

To learn more about your rewards, make sure to sign up for online banking. You'll find a link to our FAQs on the rewards page.