# BMO Flex Rewards Program Rules



# **BMO Flex Rewards Program Rules**

## **BMO Business Platinum Rewards Credit Card**

These Rules govern Cardholders' participation in the BMO Flex Rewards Program ("Program"). This Program allows Cardholders to earn points that may be redeemed for various rewards.

#### CONTENTS

General
Earning points
Redeeming points
Rewards

"Cardholder" means a business with an eligible credit card ("Account") issued by BMO Bank N.A. ("Bank"). "Cardholder" does not include Authorized User(s). For purposes of these Rules, we may refer to the Bank as "we", "us" and "our" and the Cardholder as "you" and "your." Eligible cards include the BMO Business Platinum Rewards Credit Card ("Rewards Business Card") issued for business and not personal use. Points earned under the Program will be credited to the Account of the Cardholder. Only an individual acting on behalf of the business is permitted to authorize redemptions under the Program. By using or accepting an Account, you agree to these Rules and any changes, additions or deletions to them. Go to <a href="https://www.bmo.com/en-us/pdf/credit/rewardsprogram-rules.pdf">www.bmo.com/en-us/pdf/credit/rewardsprogram-rules.pdf</a> to view the most recent version of the Rules.

We issue and administer all Accounts. We manage the Program while third party service providers ("Third Party Service Providers") administer the Program. Fulfillment of all rewards is handled by Third Party Service Providers.

These Rules and Account transactions are also subject to other agreements you may have with us, including your Cardholder Agreement and other agreements governing the Account(s) referenced in the Cardholder Documents ("Governing Agreements"). As a reminder, your Cardholder Agreement contains a provision that addresses arbitration of any disputes regarding your account, including your participation in this Program. Also, your Governing Agreements control if anything in these Rules are inconsistent with the terms of the Governing Agreements.

The following are general terms and conditions of the Program and are subject to change by the Bank at any time without notice. See the current reward offers at <a href="mailto:bmoflexrewards.com">bmoflexrewards.com</a> for specific terms and conditions applicable to each reward.

#### General

- 1. We offer the Program at our sole discretion. We reserve the right to change these Rules and rewards and any fees associated with the Program at any time, for any reason and without notice, or may modify, suspend or end the Program, cancel outstanding points or change the redemption value of points or availability of rewards. We may reverse any points awarded to you in error, regardless of cause, and such a reversal may cause you to have negative points. If your Account is closed with a negative points balance, we may charge your Account for the value of the points. The Bank assumes no liability for any such changes.
- 2. We reserve the right to cancel your participation in the Program, close your Account and cause you to forfeit your points without notice in the event of fraud or abuse of the Program Account, violation of the Rules by the Cardholder, or patterns suggesting improper use of the Program. For the purpose of clarification, transactions that we determine in our own discretion are made for the purpose of abusing the Program are not eligible to earn points and we may reverse any points that were accrued as a result of fraud or abuse of the Program. For further clarification, abuse of the Program includes attempting to earn points not allowed under the Program or by making charges that are outside the scope of usual or customary credit card usage.
- 3. We reserve the right to suspend your participation in the Program, which may include the accrual of additional points and the redemption of points for a reward, if your Account is not in good standing.Good standing means that your Account is not canceled, past due or otherwise in default under the terms of any agreements you have with us, including these terms and conditions. Upon bringing your Account into good standing, your participation in the Program will be reinstated, but points previously forfeited or eliminated will not be reinstated.
- 4. You authorize us (which includes, for the purposes of this paragraph, our agents and representatives) to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, email and text messaging systems in order to provide you with information regarding the Program and your Account, including information about missed payments, the suspected misuse of your Card, services or rewards received through the Program, or general servicing items. You authorize us to make such contacts using any telephone numbers (including wireless, landline and Voice over Internet Protocol numbers) you have supplied or will with the Program or your Account or any other account you may have or will establish with us. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You

further understand that, when you receive a telephone call or text message, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You expressly authorize us to monitor and record your calls with us. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us and that you will notify us if this is no longer true as to any such telephone number or email address.

- 5. You are responsible for any tax liability related to participation in the Program or as a result of points earned or redeemed.
- 6. You may be responsible for payment of any departure taxes, customs fees, checked baggage fees, excess baggage charges, security taxes, passenger facility charges, air segment taxes or any other charges assessed by governmental entities or carriers as a result of travel redeemed from this Program, as well as any shipping, courier, fulfillment or certificate fees associated with rewards under the Program.
- 7. We are not responsible for administering the Program or providing services under the Program. The Program is void where prohibited by law.
- 8. We are not responsible for errors or omissions in any Program document. We are not liable to you or any recipient of services or rewards arising from, or related to, the services or rewards issued under the Program. Please consult directly with third-party booking, reservations and loyalty programs regarding your participation in those programs when you use your BMO Flex Rewards points. We are not responsible for the non-accrual of credit, award points, or other benefits concerning non-BMO Flex Rewards programs.
- 9. You and any recipient of services or rewards received through the Program hold us, our affiliates and Third Party Service Providers harmless in connection with any injuries and damages of every kind and nature arising in connection with or as a result of claiming and redeeming points and with your receipt of an use of an reward. You waive and release any and all rights, demands, losses, liabilities, claims and causes of action whatsoever that you may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of your participation in the Program. You further agree to hold us, our affiliates and Third Party Service Providers harmless if a reward vendor or provider files bankruptcy, or otherwise goes out of business, after you have redeemed your Points for a reward from the vendor or provider but before you are able to receive or use the reward.
- 10. Neither us, our affiliates nor Third Party Service Providers are responsible for any other party's performance in connection with delivering services to you under the Program. Each service provider may have its own terms and conditions for the services you request.

- 11. Capitalized terms used and not defined herein have the definitions provided in Governing Agreements.
- 12. We reserve the right to interpret Rules and Program policies and will be the final authority on point credits and award qualifications.

## **Earning Points**

#### 1. Base Earn:

a. You will earn one base point (1x) for every one United States dollar (\$1.00) in eligible purchases rounded to the nearest whole dollar (i.e., a \$5.49 purchase would round down to \$5.00 while a \$5.50 purchase would round up to \$6.00 prior to being scored) made on an eligible card. There is no cap on the amount of base points that can be earned.

## 2. Category Bonus Earn:

- a. You will earn an additional four points (4x) for every one United States dollar (\$1.00) in eligible internet & phone service purchases, rounded to the nearest whole dollar made on a rewards credit card. Bonus earn on net eligible internet & phone service purchases is only available on the first \$750 within a calendar quarter. After the \$750 cap is met within a calendar quarter, you will earn at the base rate on internet & phone service purchases until the next calendar quarter begins and the cap is reset.
- b. You will also earn an additional three points (3x) for every one United States dollar (\$1.00) in eligible office supplies and printing purchases, rounded to the nearest whole dollar made on a rewards Card. Bonus earn on net eligible office supplies and printing purchases is only available on the first \$750 within a calendar quarter. After the \$750 cap is met within a calendar quarter, you will earn at the base rate on office supplies and printing purchases until the next calendar quarter begins and the cap is reset.
- c. You will also earn an additional two points (2x) for every one United States dollar (\$1.00) in eligible gas purchases, rounded to the nearest whole dollar made on a rewards credit card. Bonus earn on net eligible gas purchases is only available on the first \$750 within a calendar quarter. After the \$750 cap is met within a calendar quarter, you will earn at the base rate on gas service purchases until the next calendar quarter begins and the cap is reset.
- d. You will also earn an additional one point (1x) for every one United States dollar (\$1.00) in eligible dining purchases, rounded to the nearest whole dollar made on a rewards credit card. Bonus earn on net eligible dining purchases is only available on the first \$750 within a calendar quarter. After the \$750 cap is met within a calendar quarter, you will earn at the base rate on dining purchases until the next calendar quarter begins and the cap is reset.
- Net purchases are the dollar value of goods and services purchased on an Account minus any credits, returns or other adjustments as reflected on monthly billing statements.

- 4. All credits and/or returns will result in a debit in the same amount of points that were originally earned.
- 5. Negative points will post if your returns or credits exceed your purchases for the monthly billing period.
- 6. Eligible purchases generally include purchase transactions on your statement. However, transactions that are not eligible: person-to-person money transfers, purchases for cash advances, balance transfers, cash advances designated as purchases, which includes for clarity, purchases that can be converted to cash or cash equivalents, gift cards (including store gift cards), prepaid cards or cards that can be used for cash-like or quasi-cash transactions, traveler's checks, money orders, purchases of foreign currency, convenience checks, wire transfers, ATM withdrawals. Fees and card-related charges posted to an Account, including late fees, over-limit fees, and interest charges as contained in the applicable Governing Agreements also are excluded from the calculation of eligible purchases. Additional transactions excluded from calculation of eligible purchases include: gaming-related transactions (including, without limitation, gambling chips, off-track wagers or lottery ticket transactions), tax payments purchases of digital assets, and any unauthorized charges or transactions, and any airfare or hotel reservation booked directly through a third party booking service. For further clarification, transactions that we determine in our own discretion are made for the purpose of abusing the Program are not eligible to earn points and we may reverse any points that were accrued as a result of fraud or abuse of the Program or Account.
- 7. If the Account is closed for any reason, the Account will no longer be able to accrue points and all accrued points not redeemed for the Account will be available to redeem for 90 days as long as Account is closed in good standing.
- 8. Earnings from any other Account or program may not be combined with points earned from a Rewards Business Card.
- 9. Rewards Business Card points earned during a billing cycle are not available for redemption until they are posted and transferred to your available points balance. You may access BMO Flex Rewards online by logging in at bmo.com/us then clicking "View & Redeem" from the Account details screen. Your available points balance is also available by calling the BMO Flex Rewards Redemption Center ("Redemption Center").
- 10. Points are not considered your property and cannot be transferred to any other Account, person or entity. Points have no cash value. If we learn of the death of the Cardholder on an Account, we may automatically redeem any available points as a statement credit to the account that earned the points.

## **Redeeming Points**

- 1. Points may be redeemed for a variety of rewards, as indicated in the catalog ("Catalog") on the Program website, including but not limited to airline tickets, vacation packages, cruises, hotel reservations, merchandise, gift cards, and statement credits. For a complete listing of all possible rewards available for redemption, in addition to their current redemption value, terms and conditions, the full Catalog is available at <u>bmoflexrewards</u>. <u>com</u>. All rewards are subject to the terms and conditions of the applicable merchant or manufacturer. Please consult directly with third-party booking, reservations and loyalty programs regarding your participation in those programs when you use your BMO Flex Rewards. We are not responsible for non-BMO Flex Rewards programs.
- For your available point balance or to make a redemption visit <u>bmo.com/us</u> or call the Redemption Center.
- 3. Points earned on purchases are not eligible for redemption until they are posted to your available points balance.
- Only an individual acting on behalf of the business may redeem points. All other individuals, including the secondary cardholder or Authorized User(s), are not permitted to access the Account or make redemptions.
- 5. Points may not be used with any other discount or coupon offer. Points may not be used as payment for any obligation owed to us, unless otherwise permitted in special promotional offers. No cash refunds will be issued on redemption of points.
- 6. Unless otherwise specified, all rewards are sent to your statement mailing address, postage prepaid.
- 7. All rewards are subject to availability and fulfillment fees, if and when they are applicable. Rewards may be discontinued or withdrawn without notice. The redemption value of rewards may be changed at any time without notice.
- 8. Neither us, our affiliates, nor Third Party Service Providers are responsible for lost, stolen, or damaged correspondence or documents.
- 9. You have sole responsibility for any charges over and above the stated value of gift cards, merchandise, hotel reservations, cruises, vacation packages, car rentals, experiences or airline tickets. Any additional charges will be charged to BMO credit card you designate, subject to any applicable Account restrictions (such as credit limits).
- 10. Points have no cash value.
- 11. After you book any travel reward reservation using your points, please contact the Redemption Center regarding changes, re-scheduling, or any additional services pertaining to your reservation.
- 12. You may elect not to use points for the full amount of a travel reward. The difference between the amount of the travel reward and the points redeemed will be charged to the BMO credit card you designate.

#### Rewards

#### **Airline Tickets**

- You may redeem points for a scheduled ticket on a major airline carrier, providing that the fares, schedules, and ability to generate an electronic ticket are possible through the BMO Flex Rewards program.
- Reservations for airline tickets must be available through the BMO Flex Rewards program at the time of booking.
- 3. Participating air carriers are subject to change.
- 4. Reservation and ticketing must be completed at time of redemption.
- Tickets may be redeemed in any individual's name. The names of all passengers must match their government-issued ID and most airlines do not allow changes to passenger names once a ticket has been issued.
- 6. Airline ticket rewards may not be used in conjunction with any type of coupons, vouchers, Internet fares or companion fares.
- All taxes and the September 11th Security Fee are included in the stated fare.
   Any applicable baggage fees or any additional charges by the airlines, such as incidentals, are the responsibility of the passenger and will be billed separately by the airline.
- 8. All travel itineraries and supporting documentation will be sent via e-mail and may be accessed through your BMO Flex Rewards account online.
- 9. Airline tickets are non-refundable and non-changeable unless permitted by the terms of the fare. If changes to an itinerary are later necessary, you may contact the Redemption Center with your request. Changes may incur additional costs such as airline penalty fees, increased fares, and service fees that will be applied to your BMO credit card that you designate. In the instance that a refund is due, it will be processed within 4 to 6 weeks and will post in the manner in which redemption was made (e.g., if reservation was made with all points, it will be refunded in points).
- 10. The Bank, our affiliates and Third Party Service Providers are not responsible for any lost or damaged luggage.
- 11. The Bank, our affiliates and Third Party Service Providers are not responsible for communication of airline schedule changes or the performance of any Airline for tickets redeemed with points from the BMO Flex Rewards program.
- 12. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit www.travel.state.gov for passport and visa requirements. The Redemption Center assumes no responsibility for advising guests of proper travel documentation. The traveler should have valid government-issued photo ID upon airport check-in.

- 13. Travel rewards are forfeited for individuals who are no-shows.
- 14. Airline policies are subject to change at any time without notice.

#### **Hotel Reservations**

- 1. You may redeem points for reservations at hotels worldwide participating in the program. Participating hotels are subject to change.
- 2. You must meet the eligibility requirements, such as a minimum age restriction, established by the hotel provider. Hotel policies and participation are subject to change at any time without notice.
- 3. Hotel reservations and associated costs or cancellations are subject to the specific hotel cancellation policy. If changes or cancellation to a hotel reservation is necessary, you may contact the Redemption Center with your request prior to check in. Changes or cancellation may incur additional expenses. If a refund is due, it will be processed within 4 to 6 weeks and will post in the manner in which payment was made (e.g., if reservation was made with all points, it will be refunded in points.
- 4. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. The traveler should have a valid government-issued photo ID upon check-in that matches the name on the reservation and will be required to present a credit card for the incidental expenses such as parking or room service.
- 5. Restrictions may apply to hotel frequent guest programs.
- 6. Neither us, our affiliates nor Third Party Service Providers are responsible for the performance of any hotel provider.

#### Merchandise

- 1. All merchandise reward orders are subject to product availability.
- 2. Merchandise rewards include applicable sales tax and shipping and handling (via first-class mail, ground delivery or motor freight service within the continental U.S.).
- 3. Merchandise will be shipped to your statement mailing address if your address on file is within the U.S. Shipments cannot be made to a post office box.
- 4. For security reasons, parcel or motor freight couriers may contact you to arrange delivery of merchandise. It is your responsibility to respond to the courier in a timely and reasonable manner to facilitate the BMO Flex Rewards Program Rules 12 delivery process. Additional shipping and handling fees for merchandise returned to vendor due to your failure to make delivery arrangements will be your responsibility.
- 5. In-stock merchandise shown in the Catalog will ordinarily be delivered within 4 to 6 weeks.

- Merchandise shown in the Catalog carries a 100% satisfaction guarantee against
  workmanship defect or shipping damage for 30 days from receipt of your order. This
  does not apply to perishable items.
- 7. If your package appears to be damaged upon arrival, you should refuse the package if possible. If it is not possible to refuse the package, contact the Redemption Center within 24 hours of receipt. Do not attempt to return an item or shipment without first contacting the Redemption Center.
- 8. Damaged merchandise is not returnable if notification is delayed beyond thirty (30) days.
- 9. Merchandise will be replaced once the damaged merchandise has been received from you.
- 10. For some products, the manufacturer does not allow returns but provides warranty service. In such a situation, you may receive instruction on how to obtain warranty service rather than a complete reward replacement.
- 11. We reserve the right to alter or substitute any or all merchandise rewards (or change point value) at any time without prior notification.
- 12. You may return the substitute reward to us at our expense if it is unacceptable, and we will notify you that your points, if deducted, have been restored.
- 13. We reserve the right to refuse to exchange merchandise or refund points if an item is returned without adhering to this return policy.
- 14. Neither us, our affiliates nor Third Party Service Providers are responsible for the performance of any merchandise or injury related to use of merchandise redeemed with points from the BMO Flex Rewards program.

#### Gift Card

- 1. These rewards may not be combined with any other promotional offers.
- 2. Gift cards are valid at participating merchants only through the expiration date (when applicable) printed on the gift card.
- 3. Gift cards will be subject to the gift card suppliers' terms and conditions and will have no value except when used in accordance with those terms and conditions.
- 4. Gift cards will not be honored retroactively in connection with any prior purchases, nor can they be used as payment on existing Account balances with either the participating merchant or us. Any unused portion of a gift card will not be returned to you or other recipient of the gift card in cash unless otherwise so stated on the gift card or in the terms and conditions accompanying the gift card.
- 5. Gift cards are not refundable or exchangeable, and they are not replaceable after issuance in the event of loss or destruction, unless otherwise stated on the gift card or in the terms and conditions accompanying the gift card.

- 6. Gift cards valued under \$250 will be sent by U.S. Postal Service and those valued at \$250 or more will be shipped by courier. Gift cards will be shipped to your statement mailing address if your address on file is within the U.S.
- 7. These rewards are void where prohibited by law.
- 8. Federal, state and local taxes on gift card purchases are your sole responsibility unless otherwise stated on the gift card or in the terms and conditions accompanying the gift card or e-certificate.
- Neither us, our affiliates, nor Third Party Service Providers are responsible for any merchant performance or performance of goods or services purchased with the gift card or for failure of any merchant to perform due to bankruptcy, insolvency or any other reason.

#### Cruises

- 1. You may redeem points towards cruise passage on any major cruise line available through the Catalog.
- Cruise packages may only be booked through the Redemption Center and specialty agents that can assist with booking vacation packages are available 8am-5pm Central Time, Monday-Friday.
- 3. You must meet the eligibility requirements established by the cruise provider.
- 4. Once cruise booking is confirmed, no interim price reductions will be considered or offered.
- 5. All cruise rewards are non-refundable.
- 6. Changes may be made up to 90 days prior to sailing (120 days for holiday and special event cruises). Changes under 90 days (120 days for holiday and special event cruises) may result in forfeiture of the reward. Any changes may result in service fees and additional fees imposed by the cruise line; you will be notified of such fees in advance.
- 7. Travel rewards are forfeited for individuals who are no-shows.
- 8. Cruise rewards may not be used in conjunction with any type of coupons, vouchers or group rates.
- 9. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability.
- 10. Proper travel documentation is required at embarkation and throughout the cruise. Even though a traveler has registered online, it is still the responsibility of the traveler to present the required travel documents at the time of embarkation. Traveler should check with www.travel.state.gov to determine the travel documents necessary for each port of call. Any guest without proper documents will not be allowed to board the vessel and no refund of the cruise fare will be issued. The Redemption Center assumes no responsibility for advising guests of proper travel documentation.

11. Neither us, our affiliates nor Third Party Service Providers are responsible for the performance of the cruise line.

#### **Car Rentals**

- You may use points for car rental reservations with select car rental companies listed in the Catalog. Car rental reservations will be prepaid at the time of booking and payment for costs not covered by the use of points will be charged to the BMO credit card you designate.
- 2. In addition to the daily rental rate, fees and taxes, you are responsible for any other charges not included in the daily rental rate, including, but not limited to costs for damages to the vehicle and accessories or incidentals (e.g., child seats, GPS, etc.).
- Please review car rental terms and conditions for cancellation policies. If you are a no-show, all points and any additional payments for the rental made by BMO credit card will not be refunded.
- 4. You will not receive a credit or refund for any unused portion of your rental period unless where prohibited by law.
- 5. All reservations are subject to the terms and conditions of carriage, supply or business of the service provider, which may include exclusions and limitations of liability.
- Neither us, our affiliates nor Third Party Service Providers are responsible for the performance of the car, car rental company, or any services or features provided by the car rental company.

#### **Experiences**

- 1. All reservations for experiences will be subject to the merchant's terms and conditions for any scheduling restrictions, such as maximum group size or time and date availability.
- 2. The merchant has sole responsibility for honoring any reservation, any of the merchant's customer loyalty programs, and for the care and quality of all services it provides to you.
- 3. We do not facilitate nor are we liable for any special requests you make of the merchant, which the merchant may accommodate at its discretion.
- 4. We will not provide a refund for any missed or canceled reservation if you did not cancel or reschedule according to the merchant's policies. It is within the merchant's sole discretion to provide an alternative date and time for your experience after a missed or canceled reservation. Once you have scheduled your experience you will be subject to the terms and conditions including those for rescheduling, cancellation and no-shows.
- 5. If your participation is conditional upon signing an indemnity and release form with the merchant and you decline to sign any document or fail to meet requirements after scheduling, you will not be eligible for any refund and may not be allowed to participate in the experience.

- Merchants may also require compliance with other conditions, including but not limited to conduct, and failure to meet these conditions may result in you being removed from the premises and unable to participate in the experience without a refund.
- 7. Neither us, our affiliates nor Third Party Service Providers are responsible for the performance of the merchant.

# **Vacation Packages**

- 1. You may redeem points towards any vacation package offered through the BMO Flex Rewards Program.
- 2. You must meet the eligibility requirements established by the travel provider.
- 3. Vacation packages may only be booked by calling the Redemption Center.
- 4. Once the vacation package booking is confirmed, no interim price reductions will be considered or offered.
- 5. Changes may be made up to 90 days prior to travel (120 days for holiday and special events). Changes under 90 days (120 days for holiday and special events) may result in forfeiture of the reward. Changes are subject to availability and may result in service fees and additional fees imposed by the provider; you will be notified of such fees in advance.
- 6. Travel rewards are forfeited for individuals who are no-shows.
- 7. Vacation packages may not be used in conjunction with any type of coupons, vouchers or group rates.
- 8. The difference between the amount of the vacation package and the points redeemed will be charged to the BMO credit card you designate.
- 9. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability.
- 10. Proper travel documentation is required throughout the tour. Even though a traveler has registered online, it is still the responsibility of the traveler to present the required travel documents at the time of departure. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit travel.state.gov for passport and visa requirements. The Redemption Center assumes no responsibility for advising guests of proper travel documentation.
- 11. Neither us, our affiliates nor Third Party Service Providers are responsible for the performance of the travel provider, tour operator or any service vendor.

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# **Questions?**

#### Online

Log in at <u>bmoflexrewards.com</u>.

Online access is available 24 hours a day, 7 days a week to view your available balance or make a redemption.

# Phone Phone

Call the Redemption Center at 1-800-610-8987 for rewards program information. Redemption Center hours of operation are from 8 a.m. to 8 p.m. Central Time, seven (7) days a week, excluding federal holidays.

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Talk with us **1-800-610-8987** 

Learn more bmoflexrewards.com

