

Terms and Conditions

If you have a credit card that uses the AIR MILES®† Reward Program as a card benefit, you agree to the following terms and conditions which form part of the BMO Credit Card Cardholder Agreement or the BMO Business Mastercard Account Agreement between you and us. In these terms and conditions, “you” means the Primary Cardholder or Business Owner. All other definitions contained in the BMO Credit Card Cardholder Agreement or the BMO Business Mastercard Account Agreement apply to these terms and conditions.

1. About the words we use in these Terms and Conditions

In these terms and conditions, the words listed below have the following meanings:

- AIR MILES collector number means the number issued to the Primary Cardholder or Business Owner by LoyaltyOne, Co. for the Program.
- Program means the AIR MILES Reward Program.
- Program Agreement means the agreement between you and LoyaltyOne, Co. for the Program.

2. About These Terms and Conditions

These terms and conditions are additional to the terms and conditions in the Program Agreement and nothing in these terms and conditions changes or prejudices LoyaltyOne, Co.’s rights under the Program Agreement.

3. Availability of AIR MILES Reward Miles

AIR MILES Reward Miles are available through us provided that the Primary Cardholder or Business Owner:

- has a BMO credit card with AIR MILES Reward Miles as a card benefit, and
- is enrolled in the Program.

4. Confirmation of Program Enrollment

We will confirm your enrollment in the Program by having your account statement show that AIR MILES Reward Miles have been issued. LoyaltyOne, Co. may provide you with its own confirmation of enrollment.

5. When AIR MILES Reward Miles Are Issued

Purchases, less any refunds shown on your account statements, qualify for the issue of AIR MILES Reward Miles if:

- your account is in good standing, and
- the purchases are charged to your account after the date that registration by the Primary Cardholder or Business Owner with both LoyaltyOne, Co. and us for enrollment in the Program has been completed.

6. When AIR MILES Reward Miles Are Not Issued

Cash Advances, interest charges, fees, payments, credit or debit adjustments and any amount other than purchases that may be charged to your account with your card or cheques, do not qualify for the issue of AIR MILES Reward Miles. We may establish other qualifying and non-qualifying transactions from time to time.

7. How AIR MILES Reward Miles Are Issued

Where purchases qualify for the issue of AIR MILES Reward Miles, AIR MILES Reward Miles will be issued based on the award level established by us from time to time in the period ending with your most recent account statement. AIR MILES Reward Miles are issued in whole numbers only. For example, if your account statement showed \$248 in net new purchases and your award level is 1 Reward Mile for every \$12 in purchases, then 20 Reward Miles would be issued (\$248 divided by \$12 equals 20.67). The \$.67 remainder would be disregarded and no AIR MILES Reward Miles would be issued for it.

If an account statement shows more refunds than purchases, AIR MILES Reward Miles will be deducted from accumulated AIR MILES Reward Miles or from AIR MILES Reward Miles to be issued in the future. These deductions will be calculated on the same basis as set out above.

8. AIR MILES Bonus Miles

From time to time, we may offer AIR MILES Bonus Miles for purchases at designated merchants or merchant types. Additional terms and conditions may apply to these programs.

We may also offer a first use bonus on your credit card, which is applied to your account when making your first purchase with your card.

If your card has an annual card fee, and:

- you cancel your card within 30 days of the card fee being billed to your account, and;
 - the card fee is refunded,
- the first use bonus will be cancelled.

If you have a no fee card or the annual card fee is waived, the first use bonus will be cancelled if you cancel the card within 30 days of account opening.

9. Crediting Your AIR MILES Collector Account

Except when your account is not in good standing or when your account is closed, AIR MILES Reward Miles earned each month through use of the card will be automatically transferred to the Primary Cardholder's or Business Owner's AIR MILES collector account. This transfer is typically made within two business days of your statement date.

10. Additional Cardholders

AIR MILES Reward Miles may be issued for purchases made with a card held by additional cardholders. This does not give additional cardholders any rights against us or LoyaltyOne, Co. in relation to the Program.

11. Cancelling and Withdrawing AIR MILES Reward Miles

We may cancel or reverse any AIR MILES Reward Miles not issued properly. We may refuse to issue AIR MILES Reward Miles or may withdraw AIR MILES Reward Miles already issued, if we have reason to believe you caused or allowed a breach of the BMO Credit Card Cardholder Agreement or the BMO Business Mastercard Account Agreement, including these terms and conditions, or the Program Agreement. We may refuse to transfer any AIR MILES Reward Miles to the AIR MILES collector account or may withdraw any AIR MILES Reward Miles already issued to you if we cancel any card on your account or withdraw all your rights and privileges in respect of your card and your account.

12. Transferring AIR MILES Reward Miles

For retail cards: AIR MILES Reward Miles are not transferable to any other account or card or to any additional cardholder.

For Business cards: The Business Owner (or if there is more than one Business Owner, the consent of all Business Owners will be required) may transfer AIR MILES Rewards Miles to other collector accounts.

13. What We Are Not Responsible for

We are not responsible for any of the following events:

- if the Primary Cardholder's or Business Owner's instructions for enrollment in the Program are not received by us or by LoyaltyOne, Co., for whatever reason;
- any delay in completing the Primary Cardholder's or Business Owner's enrollment in the Program, for whatever reason;
- any unauthorized redemption of AIR MILES Reward Miles;
- failure or delay by LoyaltyOne, Co. or any other person to provide goods or services ;
- loss or damage caused by goods or services supplied or requested in connection with the Program;
- any personal tax liability which may arise due to the issue or redemption of AIR MILES Reward Miles.
- in the event that the AIR MILES collector account used by the Primary Cardholder or Business Owner is registered in the name of a different person (the "Primary Collector"), you are responsible for obtaining the Primary Collector's consent to the use of the collector account number and the disclosure of information as set out in sections 14, 15 and 16 below; and we shall not be responsible for your failure to obtain such consent.

14. Our Participation in the Program

If you reside outside Quebec: We have the right at any time without notifying you in advance, to change or terminate these terms and conditions or cancel our participation in the Program.

If you reside within Quebec: We may change any terms and conditions of the Program (including but not limited to the AIR MILES Reward

Miles earn rate, the termination of these terms and conditions, and the cancellation of our participation in the Program) at any time by giving you notice at least 60 days (but not more than 90 days) before such change comes into force. The notice will be drawn up clearly and legibly and will either set out the amended clause of the terms and conditions or both the amended clause and the clause as it read formerly as well as the date of the coming into force of the amended clause.

15. Providing Information to LoyaltyOne, Co.

The Primary Cardholder or Business Owner authorizes us to provide any personal information to LoyaltyOne, Co. that may be reasonably required for the Program.

16. Our Responsibility for the Program

LoyaltyOne, Co. and its principals shall not be treated as our agents for any purpose. We are not responsible for the Program, including its termination, in any way. You will therefore not bring any claims against us for any matter connected in any way with the Program.

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