

# Terms & Conditions

BMO



# Terms and Conditions

If you have the BMO VIPorter Mastercard, BMO VIPorter World Mastercard, or BMO VIPorter World Elite Mastercard, you agree to the following terms and conditions which form part of the BMO Mastercard Cardholder Agreement between you and us. In these terms and conditions, “you” means the primary cardholder. All other definitions contained in the BMO Mastercard Cardholder Agreement apply to these terms and conditions.

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## 1. About some of the words in this agreement

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

- *VIPorter* number means the number issued to the primary cardholder by Porter Airlines for the program.
- *Program* means the VIPorter reward program.
- *Program agreement* means the agreement between you and VIPorter Inc. for the program at [flyporter.com/viporter/terms](https://flyporter.com/viporter/terms).

## 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 Porter Airlines’ rights under the program agreement.

## 3. Availability of VIPorter points

VIPorter points are available through us provided that the primary cardholder:

- has a BMO VIPorter Mastercard; and
- is enrolled in the program.

## 4. Confirmation of program enrollment

You can confirm your enrollment in the VIPorter program by logging into your VIPorter account at [flyporter.com](https://flyporter.com) and validating that your credit card has been linked on your VIPorter dashboard. If you were new to the VIPorter program at time of your credit card application, Porter will create a new VIPorter account for you and contact you to confirm your enrollment in the VIPorter program, using the information in your credit card application.

## **5. When VIPorter points are issued**

Purchases, less any refunds shown on your account statements, qualify for the issue of VIPorter points if:

- your Account is open and in good standing, and
- the purchases are charged to your account after the date that enrollment in the program has been completed by the Primary Cardholder with both Porter Airlines and us.

## **6. When VIPorter points are not issued**

Cash Advances, cash-like transactions, 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 VIPorter points. We may establish other qualifying and non-qualifying transactions from time to time.

## **7. How VIPorter points are issued**

Where purchases qualify for the issue of VIPorter points, VIPorter points will be issued based on the earn rate multiplied by your net purchases. Cash advances, cash-like transactions, interest charges, fees, 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. We may establish other qualifying and non-qualifying transactions from time to time.

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

## **8. Bonus VIPorter points**

From time to time, we may offer bonus VIPorter points for purchases at designated merchants or merchant types. Additional terms and conditions may apply to these programs.

## **9. Crediting your VIPorter account**

VIPorter points earned each month through use of your credit card will be automatically credited to the primary cardholder's VIPorter account. This transfer is typically made within two business days of your statement date. To receive your points, your account must be open, in good standing, and registered with the VIPorter program with a VIPorter number assigned.

## **10. Additional cardholders**

VIPorter points may be issued for purchases made with a card held by additional cardholders. Points earned by an additional cardholder are automatically added to the primary cardholder's VIPorter account. Additional cardholders do not have any rights against us or Porter Airlines in relation to the program.

## **11. Cancelling and withdrawing VIPorter points**

We may cancel or reverse any VIPorter points not issued properly. We may refuse to issue VIPorter points or may withdraw VIPorter points already issued, if:

- a. we have reason to believe you caused or allowed a breach of
  - i. the BMO Mastercard Cardholder Agreement, including these terms and conditions; or
  - ii. the program agreement
- b. if we otherwise determine the points were issued in error or not in accordance with the BMO Mastercard Cardholder Agreement, including these terms and conditions, or the program agreement, or
- c. if your account statement shows more refunds than purchases.

## **12. What we are not responsible for**

We are not responsible for any of the following events:

- if the primary cardholder's instructions for enrollment in the program are not received by us or by Porter Airlines, for whatever reason;
- any delay in completing the primary cardholder's enrollment in the program, for whatever reason;
- any unauthorized redemption of VIPorter points;
- failure or delay by Porter Airlines 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 VIPorter points.

## **13. 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 VIPorter points 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.

#### **14. Your personal information**

You authorize us to provide any personal information to Porter Airlines that may be reasonably required for the program or for purposes described in our Privacy Code at [bmo.com/privacy](https://bmo.com/privacy). For instance, this might include sharing certain transaction information in order to issue you points. We may also provide you with information or marketing about products and services offered by Us, Porter Airlines, or third parties that may be of interest to you. To learn more about your choices, including how to opt out of marketing, please review our Privacy Code at [bmo.com/privacy](https://bmo.com/privacy). Information shared with Porter Airlines will be subject to Porter's privacy policy at [flyporter.com](https://flyporter.com).

#### **15. How to contact us**

For questions regarding points earned on your credit card, please contact the number on the back of your card. For questions regarding Porter Airlines, the VIPorter program, or redeeming your VIPorter points, visit [flyporter.com/viporter](https://flyporter.com/viporter) or contact Porter at 1-888-619-8622.

#### **16. Our responsibility for the program**

Porter Airlines 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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