

For certain Rewards, you may be required to sign an additional waiver releasing us and the Rewards supplier from all liability. Any additional expenses which are not discussed in these terms and conditions, and which you incur in connection with your receipt and use of any Reward will be your responsibility.

Without limiting the generality of the foregoing, in no event will we be liable or responsible for, and you release us from, all claims in respect of any loss or damage suffered in connection with the Program by you or others that is caused by:

- failure by us to provide you with one or more US Dollar Points account statement(s);
- any errors or omissions in the Rewards catalogue and other sources;
- redemption of my US Dollar Points or any problem that you or others have in connection with your Rewards. By redeeming your US Dollar Points for a Reward, you release us from any and all liability and claims regarding the redemption or use of such Reward;
- redemption of your US Dollar Points by the Additional Cardholder or others;
- loss or theft of a Reward;
- suspension or termination of the Program for any reason;
- suspension or termination of your membership in the Program, the closing of your Account or the cancellation or invalidation of any or all of your US Dollar Points;
- cancellation of any Reward;
- the purchase of a product or service from a participating retailer, merchant or service provider in connection with the Program; or
- linking to a website not owned or operated by us.

#### 15. Tax

Any tax liability arising from the accrual or redemption of US Dollar Points or the receipt of a Reward is your responsibility.

#### 16. Use of Information

You acknowledge that we may exchange all information relating to the Program, your US Dollar Points account and your Account transactions with other parties, such as participating partners, merchants or service providers, as required to administer the Program, to fulfill your redemption requests under the Program and to provide you with Program information by mail or email. All collection, use or disclosure of personal information about you shall be in accordance with your Meridian Visa Card Cardholder Agreement and Privacy Policy that is available by calling Cardholder Service at 1.855.341.4643 or visiting:

[www.meridiancu.ca/privacy](http://www.meridiancu.ca/privacy) where a copy of Meridian's privacy policy is available for view or print; and [www.collabriacreditcards.ca](http://www.collabriacreditcards.ca) and [www.collabriafinancial.ca](http://www.collabriafinancial.ca) where a copy of Collabria's privacy policy is available for view or print.

#### 17. Death and Divorce

In the event of the death of the Primary Cardholder, US Dollar Points earned in the US Dollar Points account may be redeemed by the beneficiary designated by the Primary Cardholder's estate trustee or executor in writing. We may request additional documentation to process these redemptions. US Dollar Points are not divisible in case of separation or divorce.

#### 18. Amendments

We may make changes in the Program including but not limited to:

- Changes to any Reward;
- Changes to the US Dollar Points required to be redeemed for any Reward; and
- Changes to the Earn Rate.

#### 19. Termination or Suspension of the Program

We reserve the right to terminate or suspend the Program with two (2) months prior notice. During the two month notice period, we may change or amend some or all of the current Rewards as described in Section 2 (Program Summary). Despite anything in these terms and conditions to the contrary, the right to earn US Dollar Points and redeem US Dollar Points will terminate at the end of the two (2) months' notice period.

#### 20. Miscellaneous

When used in the Terms and Conditions, (a) the term "including" means "including, but not limited to"; and (b) words denoting the singular include the plural and vice versa. The headings in this Terms and Conditions are for convenience only and do not affect the interpretation of the rest of the Terms and Conditions. If a court finds any part of this Terms and Conditions to be invalid or unenforceable, this will not affect the remainder of this Terms and Conditions. Our failure to exercise or delay in exercising any rights does not prevent us from enforcing those rights later.

The Terms and Conditions will be governed and interpreted in accordance with the laws of the province or territory in Canada where the Primary Cardholder resides or most recently resided and the laws of Canada, as applicable. If the Primary Cardholder has not resided in Canada, the Terms and Conditions will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable. The courts in the Canadian province or territory in which you reside (or of Ontario, if you reside outside Canada) will have exclusive jurisdiction over any disputes arising in connection with the Terms and Conditions.

The Terms and Conditions shall also be binding upon and for the benefit of (a) Meridian and its successors and assigns, (b) when necessary, Collabria and its successors and assigns, and (c) you and your permitted assigns, heirs, executors and personal representatives.

To the extent permitted by applicable law, neither we nor Collabria are liable to you or third parties for any incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, arising from or in connection with the Terms and Conditions and the Program. This provision will survive termination of the Terms and Conditions.

No waiver of any breach of any term or provision of the Terms and Conditions shall be effective or binding on us unless made in writing and signed by us and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived. The failure by use to enforce at any time any of the provisions or terms of the Terms and Conditions shall not constitute a waiver of any other provision or term.

The Meridian Visa Card is issued by Collabria Financial Services Inc. in joint partnership with Meridian Credit Union Limited pursuant to a license from Visa. \*Visa is a trademark of Visa Int. and is used under license. <sup>TM</sup>Trademark of Meridian Credit Union Limited.

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# MERIDIAN US DOLLAR REWARDS

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MERIDIAN VISA\* US DOLLAR CARD

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# MERIDIAN US DOLLAR REWARDS

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## MERIDIAN VISA US DOLLAR CARD

By using your Meridian Visa US Dollar Card, you agree to the following terms and conditions (the “**Terms and Conditions**”) which are incorporated and form part of the Meridian Visa Card Cardholder Agreement between you and us (the “**Cardholder Agreement**”). In these Terms and Conditions, “you” and “your” means both the Primary Cardholder and any Additional Cardholder; and “we”, “our” and “us” means Meridian Credit Union Limited (Meridian). Using your Meridian Visa Cash Back Card or any other Cardholder using the Meridian Visa US Dollar Card means that you have read all the Terms and Conditions and the terms and conditions of the Cardholder Agreement and that you have understood and agreed with them. The Terms and Conditions, together with the Cardholder Agreement, constitute the entire understanding between you and us regarding the Rewards and Program. References to Cardholder Agreement shall include the Terms and Conditions. In case of any conflict between the Terms and Conditions and the Cardholder Agreement, the Cardholder Agreement shall prevail, unless otherwise expressly agreed to in writing by us. All terms with the initial capital letters in the Terms and Conditions shall have the meaning ascribed thereto in the Cardholder Agreement unless expressly defined otherwise herein.

### 1. Definitions

In this Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith, the following capitalized terms and expressions will have the following meanings:

- “US Dollar Points” means any Meridian US Dollar rewards points issued in accordance with the Program;
- “Earn Rate” means the award level described in section 2 (Program Summary) of these Terms and Conditions;
- “Foreign Currency” means any currency other than Canadian dollars;
- “Net Purchases” means purchases of goods and services charged to the Account, less refunds and adjustments;
- “Program” means the Meridian rewards program that is applicable to the Meridian Visa US Dollar Card, as such rewards program may be amended from time-to-time;
- “Rewards” means any available rewards that are available under the Program from time-to-time including the rewards set out under the categories such as Merchandise , Event Tickets, Activities, Travel, Gift Card or Account Credit Rewards, or similar terms, under this Program.

### 2. Program Summary

The Program awards:

- 1 points earned for every \$1 of net purchases charged to this Meridian Visa US Dollar Card. The Program can be located at the url described in Section 11 below.

### 3. How to Contact Us

For questions regarding the Program, visit [meridianvisa.ca/usdrewards](http://meridianvisa.ca/usdrewards) or call Cardholder Service at 1.855.341.4643 or International Collect: 1-515-343-8995.

### 4. Additional Cardholders

US Dollar Points earned by Cardholders are automatically added to the Primary Cardholder’s Points account. US Dollar Points earned on any Meridian Visa US Dollar Card other than your Card can’t be added to your US Dollar Points account. All Cardholders, other than the Primary Cardholder, do not have any rights against us in relation to the Program.

### 5. US Dollar Points Issuance

Net Purchases qualify for the issues of US Dollar Points if:

- If your Account is in good standing, and
- The Purchases are charged to your Account after your enrollment in the Program has been completed.

US Dollar Points are calculated by the Earn Rate multiplied by your Net Purchases, rounded to the nearest whole dollar. Any Cash-like Transactions including Cash advances, and interest charges, fees, payments, credit or debit adjustments and any amount other than Purchases that may be charged to your Account with your Card, do not qualify for US Dollar Points. We may establish other qualifying and non-qualifying transactions from time to time.

If your Account statement shows more refunds than Purchases, US Dollar Points will be deducted from accumulated Point balance or from US Dollar Points to be issued in the future. These deductions will be calculated on the same basis as set out above.

### 6. Bonus Program Rewards

From time to time, we may offer bonus program US Dollar Points based on a higher Earn Rate or 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 Card, which is applied to your US Dollar Points account when making your first Purchase with your Card.

### 7. Crediting your US Dollar Points Account

Except when your Account is not in good standing or when your Account is closed, US Dollar Points earned each month through use of the Card will be automatically transferred to your US Dollar Points account on a monthly basis at the time of your periodic Account statement.

### 8. Cancelling and Withdrawing US Dollar Points

We may cancel or reverse any US Dollar Points improperly issued. We may refuse to issue US Dollar Points or may withdraw US Dollar Points already issued, if we have reason to believe that you caused or allowed a breach of the Meridian Visa Card Cardholder Agreement, including these terms and conditions. We may refuse to transfer any US Dollar Points in the US Dollar Points account or may withdraw any US Dollar Points already issued to the US Dollar Points account if we cancel any Card on your Account or withdraw all your rights and privileges in respect of your Card and your Account.

### 9. Redeeming Your US Dollar Points for Rewards

US Dollar Points can only be redeemed by the Primary Cardholder or a person authorized in writing by the Primary Cardholder to provide instructions to us, and obtain information from us about your US Dollar Points account. US Dollar Points can only be redeemed once they are credited to your US Dollar Points account as described in Section 7 (Crediting your US Dollar Points Account). In order to redeem US Dollar Points, your Account must be in good standing in accordance with the terms and conditions of the Cardholder Agreement.

### 10. Closing of the Account

US Dollar Points will not expire as long as your Account remains open and in good standing, except as described in Section 19 (Termination of the Program). Upon closure of the Account your US Dollar Points will be forfeited on the date of closure.

### 11. Redeeming US Dollar Points for Travel Rewards, Merchandise Rewards, Gift Card Rewards and Account Credits

You will receive US Dollar Points based on the information provided in Section 2 (Program Summary). Additional US Dollar Points (up to \$500 USD, unless otherwise set out under the Program) can be purchased (with the exception of purchasing for Account Credit Rewards) at the time you are

requesting redemption. For Account Credit Rewards, there is a minimum redemption of \$25.00 USD, unless otherwise set out under the Program.

You can order or select the Rewards you wish to use online at [meridianvisa.ca/usdrewards](http://meridianvisa.ca/usdrewards). All Rewards are subject to availability. If an item is unavailable, you will be contacted to discuss whether you wish to order an alternative Reward. In such case, you will have the option of declining the substitute item at no cost if it does not meet your needs. If you decline the offer to substitute or if no similar item is available, you will be able to cancel your order.

Rewards that fall under the category of Gift Cards may be subject to certain 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, including the insolvency or bankruptcy of the gift card issuer.

Printed certificates, tickets, gift cards or other printed Rewards will be mailed first class and will not be replaceable in the event of loss, destruction or theft.

The required number of US Dollar Points for each Reward is set out in our online Rewards catalogue at [meridianvisa.ca/usdrewards](http://meridianvisa.ca/usdrewards) as well as any advertisements or other special offers that we may send to you and includes any taxes and basic shipping charges. If you request an alternative shipping arrangement, additional charges will apply. On-line redemptions for Gift Card and Account Credit Rewards will include a \$4.95 fee as set out at [meridianvisa.ca/usdrewards](http://meridianvisa.ca/usdrewards) which may be amended from time-to-time. On-line Redemption of all other Rewards will be free of charge unless otherwise set out at [meridianvisa.ca/usdrewards](http://meridianvisa.ca/usdrewards) at the time of such redemption.

For further details on redeeming Rewards including available rewards and how to complete your orders, visit: [meridianvisa.ca/usdrewards](http://meridianvisa.ca/usdrewards).

### 12. Return of Merchandise Rewards

Satisfaction Guarantee - Items may be returned within fifteen (15) days in the original unopened package, in re-sellable condition. In this situation, return shipping costs are Your responsibility.

Damaged or Defective Items - Notification of a damaged (in transit) item must be made within forty-eight (48) hours of receipt so that a claim can be created with the shipper. Notification of a defective item must be made within thirty (30) days of receipt. In the case of a damaged item or a defective item, You will not be responsible for shipping costs.

### 13. Yours US Dollar Points Account Statement

Where Cash Back Points are issued, your US Dollar Points account statement, which is included in your Account statement will show the number of US Dollar Points, if any, earned for that month’s Net Purchases. You must tell us in writing, no later than 30 days after your Account statement date, of any mistakes to your US Dollar Points account statement or missing information in your US Dollar Point account statement. If you do not tell us, you agree that your US Dollar Points account statement is correct, except for any amount we applied incorrectly which we may reverse at any time. You can also view your US Dollar Points balance at [meridianvisa.ca/usdrewards](http://meridianvisa.ca/usdrewards).

### 14. Limitation of Liability and Additional Terms

US Dollar Points are not transferrable and are not redeemable for cash. You are subject to, and must comply with, any additional terms, conditions and restrictions that apply to any Reward that you receive, including those imposed by the Reward provider.

You release us and our agents from any and all liability to you or any other person regarding the redemption of US Dollar Points, the receipt or use of any Rewards or your participation in the Program.