

# REWARDS

SUNOVA BUSINESS PLATINUM  
MASTERCARD®

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## SUNOVA BUSINESS PLATINUM MASTERCARD®

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By using your Sunova Business Platinum Mastercard, you agree to the following terms and conditions which form part of the Cardholder Agreement between you and us. In these terms and conditions, "you" and "your" means the Business, the Primary Cardholder and/or Joint Cardholders and "we", "our" and "us" means Sunova Credit Union (Sunova). Unless a term is otherwise defined herein, definitions contained in the Cardholder Agreement apply to these terms and conditions.

### 1. Definitions

In this agreement:

- "Account" means a Sunova Business Mastercard account established in the name of the Business or where applicable, the Primary Cardholder;
- "Account Credits" means a Canadian Dollar (CAD) value available as Rewards in the Program which is credited to your Account when redeemed;
- "Authorized User" means an individual who has been authorized to use the Card by a Primary and/or Joint Cardholder but is not a registered user of the Account;
- "Business" means the business, enterprise or entity described on the application by the Primary Cardholder and which is bound by the Cardholder Agreement;
- "Card" means a Sunova Business Platinum Mastercard credit card we issue and any renewals or replacements of it that we issue and any other payment device we provide Cardholders to use the Account;
- "Cardholder" means the Primary Cardholder, Joint Cardholder and each Authorized User;
- "Cardholder Agreement" means the Sunova Business Mastercard Cardholder Agreement and the Card Carrier attached to a Card, as amended from time to time;
- "Cash-like Transaction" means any transaction involving the purchase of items directly convertible into cash as classified by the Card Association and includes the following transaction types: gaming and gambling transactions, money orders and wire transfers, ATM and over-the-counter cash withdrawals, foreign currency purchase (at a bank or currency exchange office), traveller's cheques, and stocks and shares;
- "Earn Rate" means the award level described in section 2 (Program Summary) of these terms and conditions;
- "Gift Card Rewards" means any gift cards that are available as Rewards in the Program;
- "Good Standing" means an Account that is not past due or over the stated credit limit;
- "Joint Cardholder" means each person to whom a Card has been issued under the Account, at the Primary Cardholder's request;
- "Merchandise Rewards" means any merchandise that is available as Rewards in the Program;
- "Point" means a Sunova Rewards Point issued in accordance with the Program;
- "Points Account" means the Points account established in the name of the Business, and where applicable, Primary Cardholder, in relation to the Program;
- "Primary Cardholder" means the individual identified as the primary cardholder by the Business, and initially, the individual who applied for a card as the applicant for the Account opened for the Business;
- "Program" means the Sunova Rewards Program for the Sunova Business Platinum Mastercard;
- "Purchase" means an advance of money from us charged to the Account that equals the amount any Cardholder paid for goods or services by using the Card;
- "Net Purchases" means Purchases made in relation to the activities of the Business, excluding Cash-Like Transactions, fees payable under the Cardholder Agreement and balance transfers, charged to the Account, less refunds and adjustments;

- "Rewards" means any Merchandise Reward, Travel Reward, Gift Card Reward or Account Credit Reward that is available in the Program; and
- "Travel Rewards" means any travel services (including air travel, hotels and car rentals) that are available as Rewards in the Program.

## **2. Program Summary**

The Program awards:

- One (1) Point for every \$1 of Net Purchases in Canadian dollars.
- Two (2) Points for every \$1 of Net Purchases in a Foreign Currency.

Can be redeemed for account credit, merchandise, gift cards and travel redemptions.

## **3. How to Contact Us**

For questions regarding the Program, visit [sunovacreditcards.ca/rewards](http://sunovacreditcards.ca/rewards) or call Cardholder Service at 1.855.341.4643 (Canada and US) and 1.515.343.8995 (International and Collect).

## **4. Joint Cardholders and Authorized Users**

Points earned by a Cardholder are automatically added to the Points Account. Only Points earned on a Card can be added to the Points Account. The Points Account is in the name of the Business, and where applicable, the Primary Cardholder and/or the Joint Cardholders. Authorized Users do not have any rights against us in relation to the Program. The Primary Cardholder only has rights in relation to a Points Account which is in their name.

## **5. Points Issuance**

Net Purchases qualify for the issuance of Points if:

- Your Account is in good standing, and
- The Net Purchases are charged to the Account after the Business' enrollment in the Program has been completed

Points are calculated by multiplying the Earn Rate 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 Net Purchases that may be charged to your Account with your Card, do not qualify for Points. We may establish other qualifying and non qualifying transactions from time to time. If your Account statement shows more refunds than Net Purchases, Points will be deducted from accumulated Point balance or from 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 rewards points based on a higher Earn Rate or for Net 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 the Points Account when making your first Purchase with your Card(s).

## **7. Crediting your Points Account**

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

## **8. Cancelling and Withdrawing Points**

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

## **9. Redeeming Your Points for Rewards**

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 the Points Account. Points can only be redeemed once they are credited to the Points Account as described in Section 7 (Crediting your Points Account). In order to redeem Points, the Account must be in good standing (meaning not cancelled, past due or otherwise in default under the terms of your Cardholder Agreement, including these terms and conditions).

## **10. Closing of the Account**

Points will not expire as long as the Account remains open and in good standing, except as described in Section 18 (Fundamental Business Change) and Section 19 (Termination of the Program). Upon closure of the Account the Points will be forfeited on the date of closure.

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

The Account will be credited based on the information provided in Section 2 (Program Summary). You must have 100% of the required Points at the time you are requesting redemption.

The Primary Cardholder can order or select Account Credits, Travel Rewards, Merchandise Rewards and Gift Card Rewards online at [sunovacreditcards.ca/rewards](http://sunovacreditcards.ca/rewards), as there are the necessary number of Points posted to the Points account.

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, the Primary Cardholder you will have the option of declining the substitute item at no cost if it does not meet your needs. If the Primary Cardholder decline the offer to substitute or if no similar item is available, you will be able to cancel your order.

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 Points for each Reward is set out in our online Rewards catalogue at [sunovacreditcards.ca/rewards](http://sunovacreditcards.ca/rewards) as well as any advertisements or other special offers that we may send to you and includes any taxes and basic shopping charges.

If you request an alternative shipping arrangement, additional charges will apply. Online redemptions for Travel Rewards, Merchandise Rewards, Gift Card Rewards and Account Credit Rewards are free of charge.

For further details on redeeming Points for Merchandise Rewards, Gift Card Rewards and Account Credits including available rewards and how to complete your orders, visit: [sunovacreditcards.ca/rewards](http://sunovacreditcards.ca/rewards).

## **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 Points Account Statement**

Where Points are issued, your Points Account statement, which is included in the Account statement will show the number of Points, if any, earned for that month's Net Purchases. You must tell us in writing, no later than 30 days after the Account statement date, of any mistakes to your Points Account statement or missing information in your Points Account statement. If you do not tell us, you agree that the Points Account statement is correct, except for any amount we applied incorrectly which we may reverse at any time.

You can also view your Points balance at [sunovacreditcards.ca/rewards](http://sunovacreditcards.ca/rewards).

### **14. Limitation of Liability and Additional Terms**

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 Points, the receipt or use of any Rewards or your participation in the Program.

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 Points Account statement(s);
- Any errors or omissions in the Rewards catalogue and other sources;
- Redemption of my Points or any problem that you or others have in connection with your Rewards. By redeeming your 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 Points by the Authorized Users 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 Points;
- Cancellation of any Reward;
- Failure by us or any Rewards provider to provide you with information which results in travel arrangements that have a higher cost or differ in any way from arrangements which may be available through other sources;
- Performance or action of a travel supplier in any way, including the failure of any travel supplier to perform as described;
- 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 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, the 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 Cardholder Agreement and the Privacy Policy that is available by calling Cardholder Services at 1.855.341.4643. A copy of the Sunova Privacy Policy is also available for view or print at [www.sunovacreditcards.ca/privacy](http://www.sunovacreditcards.ca/privacy) and a copy of the Collabria Privacy Policy is available at [www.collabriafinancial.ca/privacypolicy](http://www.collabriafinancial.ca/privacypolicy).

## **17. Waiver**

Any waiver by us of the strict observance, performance or compliance by us of any portion of these terms and conditions, and any extension of time or other indulgence granted by us, either expressly or by course of conduct, shall not alter, affect or prejudice any of our other rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of our rights and remedies arising in respect of any other breach of these terms and conditions. No delay or omission by us in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy.

## **18. Fundamental Business Change**

In the event that the Business is liquidated, declares bankruptcy, makes an assignment in favour of its creditors or is otherwise reorganized, the Points in the Points Account will be forfeited effective on the date of said liquidation, bankruptcy, assignment or reorganization.

When the Points Account is in the name of the Primary Cardholder, in the event of the death of the said Primary Cardholder, Points earned in the 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. Points are not divisible in case of separation or divorce.

## **19. Amendments**

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

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

## **20. 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 Points and redeem Points will terminate at the end of the two (2) months' notice period.

## **21. Applicable Law**

These 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, this agreement 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 connections with the Cards, the Account and/or this agreement.

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