

ECHO[®] Mastercard Credit Card[®] Cashback Program

Applicable Rules

National Bank of Canada

When the credit card account is first used, you accept the rules applicable to the ECHO credit card cashback program.

1. Earning cashback

Who may earn a cashback?

- 1.1** All cardholders of an ECHO credit card may earn a cashback, including cardholders of additional cards. However, the cashback is associated with the primary cardholder's credit card account.

How to earn a cashback?

- 1.2** You will earn a cashback for each eligible purchase dollar made using the credit card when your account is in good standing. Your account is in good standing when you comply with the obligations of your cardholder agreement (eg. making your minimum payment by the due date).

The accumulation of the cashback will vary based on the accumulation table in effect available on nbc.ca/ECHO-card.

- 1.3** The amount of the cashback earned is determined at the time the purchase appears on your credit card account based on the accumulation table then in effect.

- 1.4** You cannot earn a cashback on:

- ❑ cash advances
- ❑ balance transfers
- ❑ Mastercard cheques
- ❑ interest charges
- ❑ all non-interest charges (e.g., annual fees, foreign currency fees, balance transfer fees, insurance charges and fees for Mastercard cheques)

- 1.5** The earning of a cashback does not give you **any vested or acquired right**. You may not assume the continuous availability of a cashback or the period during which you may request a cashback.

Information about the cashback program

- 1.6** We will communicate information related to the cashback program on your credit card statement, by email, through our *Internet Banking Solutions*, by mail or any other appropriate technological means. You are responsible for remaining informed of such communications.

How to follow the accumulation of my cashback?

- 1.7** As a primary cardholder, you may follow the cashback you have earned by accessing our *Internet Banking Solutions* or on your credit card statement.

2. Requesting a cashback

Who may request a cashback?

- 2.1** Only the primary cardholder of the credit card account may request a cashback.

How to request a cashback?

- 2.2** You may request a cashback at any time via our *Internet Banking Solutions* or by using the bank's mobile or tablet applications.
- 2.3** You may choose the amount of your cashback. However, the amount of the cashback must be a whole number equal to or greater than **\$25**.

Special conditions

- 2.4** A request for a cashback may **not be cancelled**.
- 2.5** The amount of the cashback you are entitled to obtain is **determined at the time the request** for a cashback is made.
- 2.6** **The cashback** can only be applied to your credit card balance and **may not be claimed for cash**. Your credit card account will be reduced accordingly on your **1st** or **2nd** credit card statement following the request for a cashback, depending on your billing cycle.

3. Minimum payment must be made at all times

When you benefit from a cashback, the minimum payment remains due and payable. **The cashback does not replace your minimum payment**. It only reduces the balance of your credit card account.

4. Reimbursement on your credit card account

When you receive a reimbursement on your credit card account (e.g., purchase return), the cashback earned for this purchase will be subtracted from the total cashback earned.

5. No cashback transfer to another person

- 5.1** No cashback may be given, exchanged, bequeathed or transferred to another person, even in the event of divorce, separation, loss of employment or death.
- 5.2** In the event of bankruptcy, the credit card account will be closed and the cashback earned will be automatically cancelled.

6. Death of the primary cardholder

- 6.1** **Your estate may request that the cashback earned** be applied to the credit card account balance. The request must be made **within 30 days of the closure of your account**. After this period, the cashback earned will be cancelled.
- 6.2** Any cashback in excess of the account balance will be cancelled.

7. Suspending your right to request a cashback

Your right to request a cashback is automatically suspended in the following cases:

- ❑ You have not made the monthly minimum payment or
- ❑ You have not complied with any other obligation under the credit card agreement.

If you do not correct the situation, we may close your credit card account and cancel the cashback earned in accordance with the cardholder agreement.

8. Closing your credit card account and cancelling the cashback earned

- 8.1 You close your credit card account:** you must request a cashback **prior to closing your account**. The cashback earned will be automatically cancelled at the closing of your credit card account.
- 8.2 If we close your credit card account:** the cashback earned will be automatically cancelled.
- 8.3 The amount of the cashback earned is negative when the account is closed:** an amount corresponding to the amount of the negative cashback will become due and will be added to your credit card account balance.

9. Inactive credit card account

Your credit card account will be closed and the cashback earned **will be cancelled 30 days after you receive a notice** when:

- ❑ no purchase or cash advance was made on your credit card account for **18 consecutive months** and
- ❑ your account balance is **\$0** at the time of the renewal.

10. Replacement of your credit card

If you replace your credit card with another National Bank credit card, you must request a cashback **prior to requesting a card replacement**. The cashback earned will be automatically cancelled when the credit card account is closed.

11. Theft or loss of your credit card

If your credit card is lost or stolen, the cashback earned will be automatically transferred to your new ECHO credit card account when your new card is issued.

12. In case of error

- 12.1 You find an error on your statement that could change the amount of the cashback earned:** you must contact Mastercard Customer Service by mail, email or phone within **30 days** of the statement date. Please refer to Section 17 for our contact information. After this period, you will not be able to contest the cashback amount indicated on your statement.
- 12.2 We make an error when a cashback is requested:** we reserve the right to correct it and adjust the cashback amount accordingly.

13. Cancellation and modification of the cashback program

- 13.1** We reserve the right to cancel all or part of the cashback program at any time upon **90 days' prior notice**. If you still have a cashback on the termination date, it will automatically be cancelled.

- 13.2** We may change the following elements of the applicable rules:
- ❑ how a cashback is earned
 - ❑ the right to request a cashback, the expiry or the cancellation of the cashback earned as well as any related rights
 - ❑ the rules about the communication of information related to the cashback program
 - ❑ the rules regarding errors in the amount of a cashback earned and the handling of complaints
 - ❑ the membership restrictions and conditions of the cashback program
 - ❑ the termination of membership to the cashback program, the replacement of cards and the closure of credit card accounts and their consequences
 - ❑ the rules related to the modification of all or any of the rules of the cashback program
 - ❑ the rules in section "Other information"

At least **30** days prior to the modification, we will send you a written notice, drafted clearly and legibly, setting out the old and new rules as well as the effective date. This notice may be sent to you by electronic transmission, when applicable. You may refuse a change by terminating your credit card agreement, without cost, penalty or cancellation indemnity, no later than **30** days after the change comes into effect. In particular, you may refuse a change when such a change increases your obligations or reduces our obligations under the agreement.

14. Other information

- 14.1** We will not be liable for postal or electronic mail that is undelivered, lost or delivered late for reasons beyond our control (wrong address provided, anti-spam software, anti-virus software, firewall, etc.), or for any inconvenience it may cause you.
- 14.2** Failure on our part to apply any of the applicable rules or to exercise any right will not be considered as a waiver of the bank's rights.
- 14.3** These rules will be governed exclusively by the laws of the province or territory where you reside. If you reside outside Canada, the laws of Quebec will govern these rules. You irrevocably acknowledge the exclusive jurisdiction of the courts of the province or territory governing the interpretation of these rules.

15. Language

The parties have requested that this agreement be drawn up in English. *Les parties confirment leur volonté que le présent contrat soit rédigé en anglais.*

16. Effective date

These rules are valid as of **April 4, 2016**.

17. Contact information

Mastercard Customer Service

700 De La Gauchetière Street West, Suite 18474
Montreal, Quebec H3B 3B5

Website: nbc.ca/mastercard

Personal banking: **514-394-1427** or **1-888-622-2783** (toll-free)

