

# Terms and Conditions

## 16. Limitation of liability and additional terms

Points are only redeemable as a cash-like equivalent under section 15 'Pay with Points'. 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. We are not responsible for lost or stolen rewards.

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.

## 17. Associated fees

BMO Rewards Program	
Telephone Redemption Fee	
Fee for each merchandise or financial rewards redemption	\$7.50
Online booking and redemptions are free of charge	

## 18. Indemnity

You agree to indemnify and hold harmless BMO and relevant suppliers, and their respective parents, subsidiaries, affiliates, officers, directors and employees, from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your access to and use of BMO Rewards, your violation of these terms and conditions or BMO's privacy policies, or the infringement by you, or any other user of BMO Rewards using your account, of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material contained in any of your communications.

## 19. Your responsibilities

You are responsible to keep your BMO Rewards registration information, any Browser Add-On download information, and your user name password confidential. This means that you should not share any of this information with anyone. You should not use information that can be easily guessed by anyone, such as your birth date or telephone number. You are responsible for monitoring your account activity and changing your password from time to time as a safeguard. Neither BMO nor its suppliers will be responsible for the use of your account information by any other person, regardless of whether authorized by you. Unless another person is validly authorized hereunder to use your account, any such use by another person may result in the forfeiture of your BMO Rewards membership and the cancellation of any purchases made through your account in respect of such use.

## 20. Tax

Any tax liability arising from the accrual or redemption of points or the receipt of a reward is your responsibility. If you redeem points in order to make a charity donation, it is the responsibility of the registered charity to issue any tax receipt.

## 21. Death and divorce

In the event of the death of the 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.

## 22. Amendments

### If you reside outside Quebec:

We may make changes to 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.

### We may also:

- cancel, change or substitute rewards at any time with or without notice;
- introduce fees or change the fees that we charge for the program services; and

- change the terms and conditions of the program.

### If you reside within Quebec:

We may make changes to the program including but not limited to:

- changes to any reward; and
- changes to the points required to be redeemed for any reward.

### We may also:

- cancel, change or substitute rewards at any time with or without notice.

With respect to all other program related matters other than those captured by the points addressed above under the subtitle "If you reside within Quebec", we may change any terms and conditions of the program (including but not limited to the earn rate, and fees that we charge or otherwise introduce for the program services) 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.

## 23. Termination of the program

We reserve the right to terminate the program with two (2) months prior notice. During the two month notice period, we may cancel, change or substitute some or all of the current rewards.

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.

If you have a credit card that uses the BMO Rewards loyalty program you agree to the following terms and conditions which form part of the BMO Credit Card Cardholder Agreement between you and us. In these terms and conditions, "you" means the primary cardholder. All other definitions contained in the BMO Credit Card Cardholder Agreement apply to these terms and conditions.

This document does not contain all detailed information of the terms and conditions. For detailed terms and conditions as they pertain to the BMO Rewards Program, please visit [www.bmorewards.com](http://www.bmorewards.com) and visit the Terms and Conditions section.

### 1. About some of the words in these terms and conditions

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

**charity donations** means the redemption of points to make a donation to a registered charity that's participating in the program.

**collector number** means a unique identifier issued by BMO to a BMO Rewards customer. All points earned and redeemed on a points account are linked to the collector number. The BMO Rewards collector number can be found by logging into BMO Online Banking and visiting the rewards tab.

**earn rate** means the award level that applies to your card, as determined by us from time to time.

**financial rewards** means financial services provided by us or our affiliates that are available as a reward in the program.

**merchandise rewards** means any merchandise, experiential rewards or gift cards that are available as rewards in the program.

**net purchases** means purchases of goods or services charged to the account, less refunds and adjustments.

**pay with points** means the points redemption option that enables you to pay for any eligible purchase you make with your BMO Rewards credit card and thereafter redeem points to receive a credit on your card account up to the full amount of your purchase.

**points account** means an account that we use to record your points earned and redeemed in the program.

**program** means the BMO Rewards program.

**redeem at retailers** means the points redemption option that enables you to shop and redeem your BMO Rewards points directly at checkout for purchases made at pre-determined online retailers.

**registered charity** means registered charities that are participating in the program.

**rewards** means any merchandise reward, travel reward, financial reward or charity donation that's available in the program.

### 2. How to contact us

For questions regarding the program and redeeming points for rewards, visit us at [bmorewards.com](http://bmorewards.com) or call the BMO Rewards Centre at 1-866-991-2835. For hours of service, please visit [bmorewards.com](http://bmorewards.com).

### 3. Additional cardholders

Points earned by an additional cardholder are automatically added to the primary cardholder's points account. Additional cardholders do not have any rights against us in relation to the Program.

### 4. Account registration and points issuance

Net purchases qualify for the issue of points if:

- your account is in good standing; and
- the purchases are charged to your account after your enrollment in the program has been completed.



Points are calculated by the earn rate multiplied by your net purchases. Your points will be calculated on a daily basis. Cash advances, 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, points will be deducted from your 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.

## 5. Bonus BMO Rewards points

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

We may also offer a welcome bonus on your credit card, which is applied to your account once you have met the specific criteria. Additional terms and conditions may apply. 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 welcome bonus will be cancelled.

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

## 6. Crediting your points account

Except when your account is not in good standing or when your account is closed, points earned daily through use of the card will be automatically transferred to your points account. This transfer is typically reflected as soon as the next business day.

## 7. 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 you caused or allowed a breach of the BMO Credit Card Cardholder Agreement, including these terms and conditions. We may refuse to transfer any points to 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 your card and your account.

## 8. Redeeming your points for rewards

Points can only be redeemed by the primary cardholder or a person authorized by the primary cardholder to provide instructions to us, and obtain information from us about your points account. In order to redeem points, your account must be in good standing (meaning not cancelled, past due or otherwise in default under the terms of the BMO Credit Card Cardholder Agreement, including these terms and conditions).

## 9. Cancellation of the account and expired points

Points will not expire as long as your account remains open and in good standing, except as described in section 23 (Termination of the Program). Upon cancellation of the account you will have ninety (90) days in which to do either of the following:

- redeem the points earned for merchandise and gift cards only; or
- reinstate your points by either reinstating your account or opening a new BMO account that uses the BMO Rewards loyalty program and linking the points account that was attached to the cancelled account to the new account.

After the ninety (90) day period, unless your points are reinstated, any points which remain in your points account will expire.

## 10. Redeeming points for travel

To redeem your BMO Rewards points for travel, you can book through any travel provider of your choice using your primary BMO credit card and then use Pay with Points for your eligible travel purchases. To be eligible for Pay with Points travel redemption, your travel purchases must be made at merchants that are classified as: airlines, car rental agencies, hotels/resorts, cruise lines, vacation packages, eligible vacation rentals, passenger railways, timeshares, travel agencies and tour operators. Please refer to the Pay with Points section of [bmorewards.com](http://bmorewards.com) for extended Terms and Conditions related to redeeming points for travel.

For extended terms and conditions related to travel and redeeming points for vacation packages and cruises, please visit [bmorewards.com](http://bmorewards.com)

## 11. Redeeming points for merchandise rewards, redeem at retailers, financial rewards, and charity donations

### Merchandise rewards (including gift cards)

To be able to redeem your points for a merchandise reward (other than a gift card), at the time you request such reward you must have accumulated at least 80% of the number of points for that reward. You can top up the number of points you are short by purchasing those points on your card.

Gift cards are not eligible for top up, therefore you must have the required number of points for any gift card reward.

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.

The required number of points for each reward is set out in our online rewards catalogue at [bmorewards.com](http://bmorewards.com) 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.

All merchandise rewards are subject to availability. If an item is unavailable, you will be contacted to discuss whether you wish to order an alternative reward.

### Redeem at Retailers

BMO Rewards website or mobile application provide a marketplace to allow you to purchase products from participant retailers, brands, merchants, and other partners (“sellers”). Points can be redeemed for purchases using the shopping links for participating retailers within the BMO Rewards website or mobile application.

All product purchases made through “Redeem at Retailers” section are subject to the participant retailers’ policies, including, without limitation, applicable shipping, privacy, and return policies. Please review applicable participant retailers policies, prior to making a purchase.

Points redeemed towards a purchase at participant retailers’ website are reflected as soon as the next business day in your BMO Rewards Account and, on a monthly basis, as credits on monthly statement.

You understand and acknowledge that each retailer is responsible for its own products and we do not endorse or take responsibility for the quality or functionality of products offered on any retailer’s website. Further, while we facilitate your use of points to make purchases from participating retailers through redeem at retailers, pay with points, travel rewards and our rewards catalogue, if you choose to visit a retailer’s e-commerce site, whether by accessing it through a link on the BMO Rewards website or otherwise, such retailer will be responsible for all aspects of a purchase from such site, including order processing, order fulfillment, shipping and handling, billing and payment and customer service. Neither BMO nor Engage will be a party to any such transactions entered into between you and such retailer; thus, in respect of any such purchases, you must direct your comments, complaints or inquiries regarding your purchases to such retailer. All rules, policies (including privacy policies) and operating procedures of retailers will apply to you while you are shopping on their sites, whether through redeem at retailers, pay with points, travel rewards, our rewards catalogue, or otherwise.

The BMO Rewards website may contain links to other third-party websites that are not owned or controlled by BMO or its suppliers. Neither BMO nor its suppliers have control over, and neither assumes responsibility for, the policies or practices of any such third parties or the content and services offered on and through their websites. In addition, neither BMO nor Engage will or can censor or edit the content of any third-party website (including that of any retailer). By using the BMO Rewards website, you expressly release BMO and its suppliers from any and all liability arising from your access to and use of any retailer and other third-party website and the content displayed and/or distributed thereon. Accordingly, we strongly encourage you to be aware when you leave the BMO Rewards website and enter a retailer or other third-party website, and to read the terms and conditions (including any privacy policy) of each such website that you visit.

### Browser extension

BMO Rewards website may make available a browser extension to support redemption at participant retailers’ website.

### Financial rewards and charity donations

Points can be redeemed for financial rewards and charity donations. Please visit [bmorewards.com](http://bmorewards.com) for further details on how to redeem your points online and the minimum points required to redeem.

### Points Gifting

You can gift your points to another member who has a BMO Rewards credit card. This can be done by logging into the BMO Rewards website or mobile application. To gift your BMO Rewards Points, you must know the last name of the person you are sending your points to as well as their collector number. The BMO Rewards collector number can be found by logging into BMO Online Banking and visiting the rewards tab. You can transfer any number of points with a minimum value of 1000 points. Once gifted, points cannot be returned to you. Points gifted will appear in the recipient’s account instantly. Points gifted will appear as a redemption on your BMO Rewards account.

### Redemption charges

Online redemptions for merchandise rewards, financial rewards or charity donations are free of charge. We charge a fee plus applicable taxes to phone orders for merchandise and financial rewards. For fees, please see the ‘Associated Fees’ section in this document.

## 12. Returns of merchandise rewards

You may return your unopened merchandise rewards if you contact BMO Rewards at 1-866-991-2835 within 14 calendar days of delivery. After this timeline has passed, all items are considered non-returnable. Before returning any merchandise rewards, you must contact BMO Rewards for full instructions. Items must be returned unopened, along with original packaging, manuals, cords and accessories. If you return an item because it is damaged/defective or not what you ordered, you also must notify BMO Rewards within 14 calendar days of delivery. We will send you a shipping label, upon receipt of which you will have 2 business days to ship the damaged/defective item or incorrect shipment back to BMO Rewards. You will not have to pay shipping costs. Once we receive the product in our warehouse, it will be assessed based on the reason for the return. We will check to be sure that all items originally sent with the product are included. We will then issue a full refund or send you a replacement product. If you return an item because you’ve changed your mind, you will have to pay the shipping costs. Any opened items or items listed as “non-returnable” on [bmorewards.com](http://bmorewards.com) under “Terms and Conditions” cannot be returned.

## 13. Your points account statement

Points earned are reflected as soon as the next business day in your BMO Rewards Account which can be viewed online by logging into your BMO Online/Mobile Banking Account ([www.bmo.com](http://www.bmo.com)) or into the BMO Rewards website/mobile application ([www.bmorewards.com](http://www.bmorewards.com)).

## 14. Disclaimer

BMO Rewards is being provided to you “as is” with no warranties or guarantees. To the maximum extent permitted by law, we disclaim all representations and warranties, express or implied, with respect to BMO Rewards, including, but not limited to, implied warranties of merchantability, fitness for any particular purpose, noninfringement, and implied warranties arising from any course of dealing or course of performance. We do not warrant, guarantee, or make any representations regarding the quality of, or accuracy of advertisements or promotions for, any merchandise, products, or services offered or provided by retailers in conjunction with BMO Rewards. In addition, although we intend to take reasonable steps to prevent the introduction of viruses or other destructive materials to the site, we do not warrant, guarantee or make any representations that the site is or will be free of such destructive materials. In addition, we do not warrant or represent that access to the site will be uninterrupted or error-free, and we do not assume any responsibility for any damage caused by your access, or inability to access, the BMO Rewards website, including, but not limited to, your inability to utilize your points to redeem points through BMO Rewards.

## 15. Pay with points

Points can be redeemed towards Eligible Purchases. To redeem points, log into your BMO Rewards Account through [www.bmorewards.com](http://www.bmorewards.com) or through the BMO Rewards mobile application. The mobile application may not be available on all devices, and is subject to additional terms and conditions. Points will be redeemed up to the full amount of your Eligible Purchase or the cash value of your points, whichever is less. Only the Primary Cardholder is authorized to log into the BMO Rewards Account and redeem points. Point redemptions are reflected as soon as the next business day in your BMO Rewards Account and, on a monthly basis, as credits on your monthly statement.

**Note: Point redemptions do not count towards your monthly minimum payment. You are responsible for paying the minimum amount which appears on your monthly account statement.**