



## BMO Rewards Program for the BMO Rewards Commercial Mastercard Terms and Conditions

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### (I) Applicability

The following terms and conditions pertain to the Program applicable to the Cards. By using a Card, the Customer agrees that the Customer has read and understood these terms and conditions and is bound by all of them, as changed from time to time.

### (II) Definitions

1. Capitalized words used in the terms and conditions of the Program are defined as follows:

**"Affiliate"** means an entity which is related to the Customer in one of the following ways: the entity is the parent of the Customer, the entity is a subsidiary of the Customer, or the entity and the Customer are each subsidiaries of the same parent;

**"Agreement"** means the Commercial Card Agreement between the Customer and BMO, as such agreement may be amended and restated from time to time;

**"Authorized Person"** has the meaning given to it in section 4;

**"BMO"** means Bank of Montreal;

**"Card"** means a BMO Rewards Commercial Mastercard card issued by BMO to the Canadian address of either the Customer or its Affiliate in connection with the Customer Account;

**"Cardholder"** means an employee of, or a contractor providing services to, the Customer or Affiliate to whom a Card is issued;

**"Customer"** means the entity that entered into the Agreement;

**"Customer Account"** means the commercial Mastercard account established by BMO for the Customer;

**"Charges"** means all charges posted to the Customer Account including all Transactions, fees and service charges;

**"Charity Donations"** means the redemption of Points to make a donation to a Registered Charity that's participating in the Program;

**"Customer Account Statement"** means a monthly statement showing the outstanding

balance of the Customer Account as of the monthly billing date;

**“Earn Rate”** means the award level that applies to the Card, as determined by BMO from time to time;

**“Financial Rewards”** means financial services provided by BMO or its Affiliates that are available as a Reward in the Program;

**“Good Standing”** means that there are no past due balances on the Customer Account, all fees have been paid, and there is no breach of one or more of the following: (a) the Agreement; and (b) the terms and conditions of the Program;

**“Merchandise Rewards”** means any merchandise, experiential rewards or gift cards that are available as Rewards in the Program;

**“Net Purchases”** means Purchases less refunds and adjustments;

**“Open”** means the Customer Account has not been suspended or closed;

**“Point”** means a BMO Rewards point issued in accordance with the Program;

**“Points Account”** means an account that BMO uses to record Points earned and redeemed in the Program;

**“Program”** means the BMO Rewards program for the BMO Rewards Commercial Mastercard;

**“Program Administrator”** means an individual appointed by the Customer to act on behalf of the Customer in connection with the operation and administration of the Customer Account;

**“Purchase”** means the use of a Card to charge to the Customer Account the price of goods or services obtained from a Vendor;

**“Registered Charity”** means a registered charity that is participating in the Program;

**“Rewards”** means any Merchandise Reward, Travel Reward, Financial Reward or Charity Donation that’s available in the Program; and

**“Transaction”** means any use of a Card which results in a charge to the Customer Account including Purchases and cash advances, whether or not the Card was presented to a Vendor (such as in the case of an internet, mail or telephone order purchase) or the Cardholder's signature was obtained or by use of a personal identification number;

**“Travel Rewards”** means any travel services (including air travel, hotels and car rentals) that are available as Rewards in the Program; and

**“Vendor”** means a merchant or supplier.

**(III) Participation in the BMO Rewards Program and Authorized Person**

2. Only the Card is eligible to participate in the Program.
3. Only the Customer is entitled to earn Points; Cardholders do not earn Points.
4. With respect to the Program, the Customer is represented by the Customer's signatories to the Agreement. Those signatories may appoint in writing one or more persons, each of whom will be authorized to act on behalf of the Customer regarding all aspects of the Program including but not limited to providing instructions to BMO, obtaining information from BMO about the Customer's Points Account, and redeeming Points (an "**Authorized Person**").
5. The Customer Account must be Open and in Good Standing in order to earn or redeem Points.

**(IV) Calculation of Points**

6. Points are calculated by the Earn Rate multiplied by the Net Purchases, rounded down to the nearest whole dollar.
7. The following Charges are not eligible to earn Points:
  - (a) cash advances;
  - (b) payments and fees;
  - (c) other debits which, in accordance with BMO's practice from time to time, are not treated as Charges that qualify for the issuance of Points; and
  - (d) any eligible Charges that are refunded. In this event, the following terms apply:
    - (i) the Points that were earned in respect of any such refunded amount will be deducted from earned Points for Charges shown on the corresponding Customer Account Statement; and
    - (ii) if refunds shown on a Customer Account Statement are not fully offset by new eligible Charges shown on that Customer Account Statement, the difference will be deducted when calculating earned Points in the future.
8. Earned Points are automatically transferred to the Points Account, typically within two business days of the Customer Account statement date.

**(V) Cancelling and Withdrawing Points**

9. BMO reserves the right in its sole discretion to do each of the following:

- (a) cancel or reverse any Points not properly issued;
  - (b) refuse to issue Points or withdraw Points already issued if the Customer is in breach of the Agreement or the Program terms;
  - (c) in the event that the Customer ceases to be in Good Standing, then each of the following apply:
    - (i) BMO may refuse to issue Points on a Customer Account Statement; and
    - (ii) BMO may deem any earned Points to be forfeited if the Customer Account is cancelled or terminated.
10. Records maintained by or on behalf of BMO of the amount of Points awarded are conclusive, except for manifest error.

**(VI) Redeeming Points for Rewards**

- 11. Points can only be redeemed by the Customer or an Authorized Person.
- 12. The Customer is responsible for any redemptions or activities on the Points Account made by it or anyone it has shared its Points Account information with, including but not limited to an Authorized Person.

**(VII) Cancellation of the Agreement and Expired Points**

- 13. Until the Program is terminated (see sections 35 – 37), and subject to BMO’s rights noted in these terms and conditions including section 9, Points will not expire as long as the Customer Account remains Open and in Good Standing.
- 14. Upon cancellation of the Customer Account, provided that the Customer Account was Open and in Good Standing when it was cancelled, the Customer will have ninety (90) days in which to redeem the Points earned for one or more Rewards other than Travel Rewards.
- 15. After the ninety (90) day period referred to in section 14, any Points that remain in the Points Account will expire.

**(VIII) Redeeming Points for Travel Rewards**

- 16. Travel Rewards can be redeemed at [bmorewards.com](http://bmorewards.com) or by calling the BMO Rewards Centre. Points can be used to cover any applicable taxes and fees. Additional Points can be purchased on a Card if there are insufficient Points in the Points Account to redeem a particular Travel Reward.
- 17. There is no online booking fee. Fees plus applicable taxes are charged for each phone booking and each change or cancellation to the travel arrangements. For fees, please

see Schedule 3 (Pricing and Fees) to the Agreement and any notice that BMO may issue. Supplier fees for each change or cancellation to travel arrangements may also apply and will be disclosed at the time of booking based on the specific travel reservation.

18. Booking fees, change fees and cancellation fees are non-refundable. All Travel Rewards are subject to availability.

**(IX) Redeeming Points for Merchandise Rewards, Financial Rewards and Charity Donations**

Merchandise Rewards (Including Gift Cards)

19. To be able to redeem Points for a Merchandise Reward other than a gift card, there must be at least 80% of the number of Points for that Reward accumulated in the Points Account. Additional Points can be purchased on a Card if there are insufficient Points in the Points Account to redeem a particular Merchandise Reward other than a gift card. Gift cards are not eligible for top up, therefore the Customer must have the required number of Points for any gift card Reward.
20. 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. BMO is not responsible if a gift card is not honoured for any reason, including the insolvency or bankruptcy of the gift card issuer.
21. The required number of Points for each Merchandise Reward inclusive of any taxes and basic shipping charges is set out in the online rewards catalogue at [bmorewards.com](http://bmorewards.com) as well as in any Merchandise Reward communications from BMO that advertises Merchandise Rewards. If the Customer requests an alternative shipping arrangement, additional charges will apply.
22. All Merchandise Rewards are subject to availability. If an item is unavailable, BMO will contact the Customer to discuss whether the Customer would like to order an alternative Reward.

Financial Rewards and Charity Donations

23. Points can be redeemed for Financial Rewards and Charity Donations. Please visit [bmorewards.com](http://bmorewards.com) for further details on how to redeem Points online and the minimum number of Points required to redeem.

Redemption Charges

24. Online redemptions for Merchandise Rewards, Financial Rewards or Charity Donations are free of charge. A fee will be applied to phone orders for Merchandise Rewards and Financial Rewards.

**(X) Returns of Merchandise Rewards**

25. Unused Merchandise Rewards may be returned within thirty (30) days after receipt. The Customer must contact a BMO Rewards Centre agent before returning any Merchandise Reward for full instructions and a return authorization number.
26. The Customer must retain all packaging material for merchandise returns. If the returned item is defective or not what was ordered, the Customer won't have to pay for the shipping costs. If the item is returned for any other reason, the Customer will have to pay for the shipping costs.

**(XI) Points Account Statement**

27. The Points Account statement will show the number of Points, if any, earned for that month's Net Purchases. To view the Points balance visit [bmorewards.com](http://bmorewards.com) and register the BMO Rewards collector number found in the welcome package.

**(XII) Limitation of Liability and Additional Terms**

28. Points are not transferrable and are not redeemable for cash. The Customer is subject to, and must comply with, any additional terms, conditions and restrictions that apply to any Reward that it receives, including those imposed by the Reward provider.
29. The Customer releases BMO and its agents from any and all liability to the Customer or any other person regarding the redemption of Points, the receipt or use of any Rewards or its participation in the Program. BMO is not responsible for lost or stolen Rewards.
30. For certain Rewards, the Customer may be required to sign an additional waiver releasing BMO and the Rewards supplier from all liability. Any additional expenses which are not discussed in these terms and conditions and which the Customer incurs in connection with its receipt and use of any Reward will be the Customer's responsibility.

**(XIII) Tax and Tax Receipts**

31. Any tax liability arising from the accrual or redemption of Points or the receipt of a Reward is the Customer's responsibility.
32. If the Customer redeems Points in order to make a Charity Donation, it is the responsibility of the registered charity to issue any tax receipt.

**(XIV) Amendments**

33. BMO may at any time make changes to the Program including but not limited to:
  - (i) changes to any Reward;
  - (ii) changes to the Points required to be redeemed for any Reward; and

(iii) changes to the Earn Rate.

34. BMO may also:

(i) cancel, change or substitute Rewards at any time without notice;

(ii) introduce fees or change the fees that are charged for the Program services; and

(iii) change the terms and conditions of the Program.

**(XV) Termination of the Program**

35. BMO reserves the right to terminate the Program with two (2) months prior notice. The termination notice may be sent by e-mail, letter, fax or courier and will be delivered to a Program Administrator.

36. During the two (2) month notice period, BMO may cancel, change or substitute some or all of the current Rewards.

37. 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. After the two (2) months' notice period referred to in section 35, any Points that remain in the Points Account will expire.

**(XVI) Contact Information**

38. For questions regarding the Program, visit [bmorewards.com](http://bmorewards.com) or call as follows:

BMO Rewards Center: 1-866-991-2835

Outside Canada and the U.S. call collect: 416 207-5266

Hours of Operation

(Eastern Standard Time): Monday to Friday: 8:00 AM to midnight

Saturday: 8:00 AM to 8:00 PM

Sunday: 10:00 AM to 6:00 PM