

Effective Date: [August 11, 2022](#)

<b>Your Agreement</b>	<p>Your membership in the Scene+ Program is governed by the Scene+ Program Terms and Conditions, available at <a href="https://sceneplus.ca/terms-and-conditions">sceneplus.ca/terms-and-conditions</a> and the Scene+ Privacy Policy, available at <a href="https://sceneplus.ca/privacy">sceneplus.ca/privacy</a>.</p> <p>Each of these documents sets out important information about the Scene+ Program and how Scene LP may collect, use or share your personal information. <b>Please read them carefully.</b></p>
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**THE SCENE+ PROGRAM TERMS AND CONDITIONS:  
ADDITIONAL TERMS AND CONDITIONS FOR SCOTIABANK AMERICAN EXPRESS CARDMEMBERS**

<b>Overview</b>	<p>These “<b>Additional Terms and Conditions for Scotiabank American Express* Cardmembers</b>” are established by Scotiabank.</p> <p>These Additional Terms and Conditions for Scotiabank American Express Cardmembers apply to the eligible Scotiabank credit cards issued by Scotiabank (as listed below), that are associated with the Scene+ Program:</p> <p style="padding-left: 40px;">Scotiabank American Express, Scotiabank Gold American Express, Scotiabank Platinum American Express Cards (each a “Program Card” or “Card”) and the associated Scotiabank credit card accounts (the “Scotiabank American Express Account”) that are linked to each of the Program Cards above.</p> <p>This list of Program Cards may be changed by Scotiabank from time to time without notice.</p> <p>These Additional Terms and Conditions for Scotiabank American Express Cardmembers supplement the <a href="#">Scene+ Program Terms and Conditions and Scene+ Privacy Policy</a>, each of which is established by Scene LP and continue to apply in addition to these Additional Terms and Conditions for Scotiabank American Express Cardmembers.</p> <p>Please remember to review these Additional Terms and Conditions for Scotiabank American Express Cardmembers, the Scene+ Program Terms and Conditions and the Scene+ Privacy Policy that apply to your participation in the Program. For information on how Scotiabank may collect, use or share your personal information, please see the <a href="#">Scotiabank Privacy Agreement</a>.</p> <p><b>Currency:</b> All amounts referred to are in Canadian dollars unless otherwise specified (Canadian \$).</p>
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**Other Definitions that you should know:**

All capitalized terms that appear in these Additional Terms and Conditions for Scotiabank American Express Cardmembers that are not defined in these Additional Terms and Conditions for Scotiabank American Express Cardmembers have the meaning given to such terms in the Scene+ Program Terms and Conditions.

**American Express network:** The American Express payment card network that is associated with your Program Card under these Additional Terms and Conditions for Scotiabank American Express Cardmembers.

**Co-Borrower or Secondary Scene+ Cardmember:** The secondary borrower on a joint Program Card Account. For purposes of a business Program Card Account, this will be the secondary owner's name. The Co-Borrower will also be a Scene+ Cardmember and is also the Secondary Scene+ Cardmember.

**Good Standing:** A Program Card Account is in good standing if the Program Card Account is not delinquent (past due) or over limit and the Cardmember(s) is not in breach of the credit agreement (such as the Revolving Credit Agreement) that applies to the Program Card Account. If the Program Card Account is not in good standing, it will not be eligible to earn Scene+ Points during this period, however any Scene+ Points already earned will be eligible for redemption, transfer or pooling. If we close your Program Card Account in accordance with our rights under the credit agreement, any Scene+ Points earned in connection with the Program Card Account will not be eligible for redemption, transfer or pooling and will be immediately cancelled or forfeited.

**Program Card Account:** The Scotiabank credit card account that is linked to the Program Card. This includes a retail or small business Scotiabank credit card account.

**Primary Scene+ Cardmember or Primary Cardmember:** The individual in whose name a Program Card Account is opened and who is the first name on that Program Card Account. For purposes of a business Program Card Account, this will be the primary owner's name.

**Scene+ Cardmember or Cardmember:** An individual to whom a Program Card has been issued by Scotiabank. This will include the Primary Cardmember and any Co- Borrower. Each such Scene+ Cardmember is a Member under the Scene+ Program. In the case of a small business Program Card, this will be the name of the owner(s) on the Program Card Account.

**Scene+ Scotiabank Cardmember:** The individual in whose name a Scene+ Scotiabank Product has been issued to by Scotiabank, excluding any Supplementary Card member.

**Supplementary Cardmember:** An additional Cardmember on your Program Card Account that is not the Primary Scene+ Cardmember or the Co-Borrower/Secondary Scene+ Cardmember. Also known as an "authorized user".

**your name:** The name of the Primary Scene+ Cardmember, Co-Borrower (Secondary Scene+ Cardmember) or name of the business owner on a Program Card, in the case of a card issued to an eligible small business.

<p><b>Scene+ Membership Requirements and Use of Personal Information</b></p>	<p>1. Scene+ Membership: If you apply for and a Program Card is issued to you, these Additional Terms and Conditions for Scotiabank American Express Cardmembers apply to that Program Card:</p> <p>1.1. Individuals who do not have a Scene+ Account will be automatically enrolled into the Scene+ Program and provided a Scene+ Account with a Scene+ Account Number and Scene+ Membership Card at the time of Program Card activation.</p> <p>1.2. Individuals who have an existing Scene+ Account will maintain the same Scene+ Membership number, where possible, at the time of approval of the Program Card and can use their Scene+ Membership Card associated with their Scene+ Account.</p> <p>1.3. Scene LP will seek to facilitate the automatic connection of your Scene+ Account to your Program Card, so that Scene+ Points earned on a Program Card will be issued directly into the Scene+ Account associated with the applicable card. However, Scene LP and Scotiabank are not responsible if there is a failure to connect automatically.</p> <p>2. Use of Personal Information: As a customer of Scotiabank who has a Program Card, the collection, use and disclosure of your personal information by Scotiabank in connection with your use of a Program Card will be in accordance with the Scotiabank Privacy Agreement.</p> <p>For purposes of your Program Card under these Additional Terms and Conditions for Scotiabank American Express Cardmembers, the information you have provided to Scotiabank for your Program Card will be used by Scotiabank for notices and other communications as described in your agreements that apply to your Program Card with Scotiabank and the Scotiabank Privacy Agreement. We will provide notices or other communications based on the information that you last provided to us for our records.</p> <p>3. Keeping your Contact Information Up to Date for your Scotiabank Program Card: For your Program Card, you must notify Scotiabank (as set out in your agreements for the Program Card with Scotiabank such as your Revolving Credit Agreement) of any change to your name, mailing address and email address, or any other required Scene+ Membership enrollment data to ensure that such information remains up to date. You must also keep your Scene+ Membership information up to date with Scene LP as described in the Scene+ Program Terms and Conditions.</p>
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<p><b>Earning Scene+ Points</b></p>	<p>1. Earn Rates: Below are the specific number of Scene+ Points you are awarded and earn (an “Accelerated Earn Rate” or “Regular Earn Rate”, as applicable) depending on the type of Program Card you have.</p> <p>These Scene+ Points are awarded or earned on the Program Card (and posted to the associated Scene+ Account that is connected/linked to the Program Card Account identified below and associated with each Program Card). These Scene+ Points are in addition to any Scene+ Points you earn for these transactions when using your Scene+ Membership Card:</p> <p>1.1 Scotiabank American Express Card  You are awarded two (2) Scene+ Points for every eligible \$1.00 purchase in grocery, dining, entertainment, gas, daily transit and select streaming services charged and posted to the Scotiabank American Express Account (the “Accelerated Earn Rate”). You are awarded one (1) Scene+ Point for every \$1.00 in all other purchases of goods and services charged and posted to the Scotiabank American Express Account (the “Regular Earn Rate”).</p> <p>1.2 Scotiabank Gold American Express Card  You are awarded five (5) Scene+ Points for every eligible \$1.00 CAD purchase in grocery, dining, and entertainment charged and posted to the Scotiabank Gold American Express Account. Additionally, you are awarded three (3) Scene+ Points for every eligible \$1.00 CAD purchase in gas, public transit and select streaming services purchases charged and posted to the Scotiabank Gold American Express Account (referred to as the “Accelerated Earn Rates”).  You are awarded one (1) Scene+ Point for every \$1.00 in all other purchases of goods and services charged and posted to the Scotiabank Gold American Express Account (the “Regular Earn Rate”).</p> <p>1.3 Spend Threshold for the Accelerated Earn Rate (Scotiabank Gold American Express Card and Scotiabank American Express Card only):  The Accelerated Earn Rates for the Scotiabank Gold American Express Card and Scotiabank American Express applies to the first \$50,000 in purchases charged to the Scotiabank Gold American Express Account or Scotiabank American Express Account, as applicable, annually at merchants qualifying for the Accelerated Earn Rate, calculated annually from January 1st to December 31st each year. Once you exceed the applicable annual spend threshold, you will continue earning points at the Regular Earn Rate of one (1) Scene+ Point per \$1.00 in purchases charged and posted to the Scotiabank Gold American Express Account or Scotiabank American Express Account, as applicable.</p> <p>1.4 Scotiabank Platinum American Express Card  You are awarded two (2) Scene+ Points for every \$1.00 in purchases of goods and services charged and posted to the Scotiabank Platinum American Express Account.</p> <p>2. Merchant classifications – American Express network  Purchases must be made at merchants classified through the American Express network with a Merchant Category Code (“MCC”) that identifies them in the American Express network in the “grocery”, “dining”, “entertainment”, “gas”, “streaming service” or “transit” category. Purchases at merchants where these categories are not their primary business do not qualify. Some merchants may (i) provide other goods or services; or (ii) have separate merchants located on their premises that may not be classified with an MCC under the Accelerated Earn Rate categories and such purchases will not earn the Accelerated Earn Rate as applicable.</p>
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3. For all Program Card Accounts

A Program Card must be connected to a Scene+ Account to earn Scene+ Points on purchases made on the Program Card.

Scene+ Points will not be posted to a Scene+ Account if the Program Card Account associated with the Program Card is not in Good Standing or if the Program Card Account is not open at the time of posting to the Scene+ Account due to not being in Good Standing.

3.1 Earning Scene+ Points: Scene+ Points are earned only for purchases charged to the Program Card Account using a Program Card. Scene+ Points are not awarded for cash advances, balance transfers, *Scotia*<sup>®</sup> Credit Card Cheques, returns, refunds or other similar credits, payments, fees, interest, or other charges on the Program Card Account. Cash advances include cash-like transactions which are monetary transactions posted to your Program Card Account and include wire transfers, foreign currency, travelers cheques, money orders and gaming chips.

Scene+ Points you earn will be added to your Scene+ Account within 2-3 business days after the purchase transaction has been posted to the Program Card Account.

Returns & Exchanges: In the event of a return and/or exchange of a purchase for which Scene+ Points were allocated, Scene+ Points will be deducted automatically from the Scene+ Account. Your Scene+ Points balance will be reduced by the equivalent number of Scene+ Points issued for the returned or exchanged items on the original transaction.

3.2 Supplementary Cardmembers: Purchases made by a Supplementary Cardmember will earn Scene+ Points for the benefit of the Primary Scene+ Cardmember on the Program Card Account (not the Co-Borrower on the Program Card Account). Supplementary Cardmembers earn the same number of Scene+ Points on purchases as the Primary Scene+ Cardmember (and Co-Borrower) earn, unless we advise you otherwise.

3.3 Bonus Scene+ Points: Scotiabank may offer additional bonus Scene+ Points (the “**Bonus Points**”) from time to time and these Bonus Points offers may be for time- limited periods. Any Bonus Points that may be offered to you under these Additional Terms and Conditions for Scotiabank American Express Cardmembers will be applied to the Primary Scene+ Cardmember’s Account, irrespective of how Bonus Points were earned. These Bonus Points may be earned for opening a Program Card Account with us or other activity on the Program Card or Program Card Account and can be issued for other transactions associated with the Program Card. These offers may also be available with third parties that are authorized by Scotiabank to provide these offers to you. Scotiabank will disclose the terms and conditions that apply to the Bonus Points if applicable, including if they are being provided to you by a third party. These Additional Terms and Conditions for Scotiabank American Express Cardmembers continue to apply to Bonus Points.

3.4 Additional Offers: In addition to any Bonus Points, we may make additional offers to you (including time-limited offers) from time to time that may be from Scotiabank or other third parties including the third parties that are part of these Additional Terms and Conditions for Scotiabank American Express Cardmembers (the “Additional Offers”) that you will be notified about or that we will provide to Scotiabank Scene+ Cardmembers from time to time as part of these Additional Terms and Conditions for Scotiabank American Express Cardmembers. We will provide you with any additional terms and conditions that apply to those Additional Offers when they are available. These Additional Terms and Conditions for Scotiabank American Express Cardmembers continue to apply to Additional Offers.

3.5 Checking your Scene+ Points Balance: Your monthly account statement (“**statement**”) for the Program Card Account will detail the number of any Scene+ Points earned on your Program Card(s) associated with the Program Card Account since the previous statement (for the prior statement period), the balance of Scene+ Points carried forward from a previous statement (for the prior statement period), the number of Scene+ Points adjusted in that statement (for the prior statement period) and the new Scene+ Points balance associated with the Program Card Account. Scene+ Points information for a Program Card Account is also available by logging into the Program Site where Scene+ Points balances are updated daily for your Scene+ Account based on the transactions that have been posted to the Program Card Account as of that date. Transactions may require 2-3 business days to be posted to the Scene+ Account after they are posted to the Program Card Account and the Scene+ Points balance shown may not always be up to date.

In the event of a discrepancy between the Scene+ Points on your statement and the information provided on the Program Site, the information provided on the Program Site will be deemed as the most accurate Scene+ Points balance including that related to Scene+ Points associated with your Scene+ Account and Program Card Account.

<b>Redeeming Scene+ Points</b>	<p>Scene+ Points can only be redeemed as set out in these Additional Terms and Conditions for Scotiabank American Express Cardmembers and under the Scene+ Program Terms and Conditions.</p> <ol style="list-style-type: none"><li>1. Redemptions of Scene+ Points can be made for a travel purchase (also referred to as a travel booking), merchandise and other non-travel rewards such as gift cards, prepaid cards or other items/goods and services. Scene+ Scotiabank Cardmembers who redeem Scene+ Points are responsible for any applicable taxes associated with their redemption.<ol style="list-style-type: none"><li>1.1 Redeeming for Non-Travel: Refer to the <a href="#">Scene+ Program Terms and Conditions</a>.</li><li>1.2 Redeeming for Scene+ Travel: Refer to the <a href="#">Additional Terms and Conditions for Scene+ Travel</a>.</li><li>1.3 Apply Points to Travel (applicable to Scene+ Scotiabank Products): A Primary Scene+ Scotiabank Cardmember or Co-Borrower can use Scene+ Points to purchase eligible travel or related travel services and travel purchases at a travel provider other than Scene+ Travel (e.g., other travel agencies, tour operators and online travel websites) (the <b>“Other Travel Suppliers”</b>). These types of purchases at Other Travel Suppliers are called <b>“Apply Points to Travel”</b> redemptions. Scene+ Points are redeemable towards Apply Points to Travel redemptions you have previously made using your Program Card.</li></ol></li></ol> <p>To redeem Scene+ Points toward an Apply Points to Travel at Other Travel Suppliers, the purchase must first appear on the Program Card Account.</p> <p>Scene+ Cardmembers can then redeem Scene+ Points towards the amount of the Apply Points to Travel redemptions, charged to the Program Card Account, by visiting the Program Site or by calling 1-866-586-2805.</p> <p>The amount of the travel value of the Scene+ Points that are redeemed for an Apply Points to Travel redemption must be debited to your Program Card Account and recognized by us with the MCCs or identifiers set by the American Express network as: airlines &amp; air carriers, airports, flying fields, and airport terminals; lodgings, hotels, motels and resorts, trailer parks and campgrounds; passenger railways, bus lines, steamship and cruise lines; travel agencies and tour operators, automobile rental agency, motor home and recreational vehicle rentals. These merchant codes/identifiers and categories are subject to change by the American Express network.</p> <p>The Apply Points to Travel redemption can include related taxes, booking fees, airport fees and travel insurance premiums relating to your travel purchase.</p> <p>You must redeem Scene+ Points <b>within 12 months</b> from the date that the eligible travel purchase for an Apply Points to Travel redemption was posted to the Program Card Account. It may take up to 2-3 business days for the Scene+ Points redeemed towards an Apply Points to Travel redemption (the travel value equivalent of those Points) to appear as a credit on your Program Card Account.</p>
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Scene+ Points redeemed for an Apply Points to Travel redemption cannot be reversed once posted to the Program Card Account. To redeem Scene+ Points towards your Apply Points to Travel redemption, the Program Card Account must be open.

The value of the Scene+ Points redeemed cannot exceed the amount of the Apply Points to Travel redemption charged to your Program Card Account.

The minimum Scene+ Point redemption towards an Apply Points to Travel redemption is 5,000 Scene+ Points.

If the Program Card Account is closed, you will not be able to redeem any Scene+ Points for an Apply Points to Travel Redemption.

1.4 Points for Credit: A Primary Scene+ Scotiabank Cardmember or Co-Borrower can redeem Scene+ Points online through the Program Site for a credit that will be applied to the Program Card Account, or through such other method as may be permitted, or we may from time to time send a Primary Cardmember or Co-Borrower an offer to redeem Scene+ Points for a credit. These types of redemptions are called "**Points for Credit.**"

Your Program Card Account must be open at the time the credit is applied to the Program Card Account to receive any Points for Credit.

The amount of your Points for Credit will be applied to your Program Card Account within 5 business days following a request to redeem Scene+ Points for a credit. Once the request to redeem Points for Credit has been submitted, you cannot cancel the request and no changes can be made. The credit will be applied towards the balance of the Program Card Account not towards a particular transaction. Please note that even if you redeem for Points for Credit you are still responsible for making the monthly minimum payment on your Program Card Account by your payment due date.

For additional information and instructions on how to redeem Points for Credit, including if any minimum redemption amounts are required, please visit the Program Site.

2. Adding a Delegate: A Primary Scene+ Cardmember or Co-Borrower may delegate a representative to redeem Scene+ Points on their behalf. Such delegations may subject to terms and conditions and other documentation to be completed. For details call 1-866-586-2805.



<p><b>Transferring Scene+ Points</b></p>	<p>Scene+ Points Transfer on Death or Separation/Divorce or Change in Business Ownership or Legal Structure</p> <p>Upon the death of a Primary Scene+ Cardmember or death of a Co-Borrower (each Cardmembers) see the <a href="#">Scene+ Program Terms and Conditions</a> for how heirs or any other representatives may access Scene+ Points in the Scene+ Account of the deceased Primary Scene+ Cardmember or Co-Borrower Cardmember, as the case may be, or other terms and conditions that apply to the deceased Cardmember’s Scene+ Account.</p> <p>In the case of a joint Program Card Account, upon the death of the Primary Scene+ Scotiabank Cardmember and verification by Scotiabank, the surviving Co-Borrower Cardmember may request that Scotiabank transfer their Scene+ Points to a new Program Card Account in their name as the Primary Scene+ Scotiabank Cardmember, provided the existing joint Program Card Account is in Good Standing and thereafter the Scene+ Account of that Co-Borrower Cardmember will be associated with that replacement Program Card Account. That Co-Borrower Cardmember will be the Primary Scene+ Scotiabank Cardmember and all terms and conditions that apply to a Primary Scene-Scotiabank Cardmember under these Additional Terms and Conditions for Scotiabank American Express Cardmembers will apply to the replacement Program Card Account including how Scene+ Points are earned on that replacement Program Card Account.</p> <p>Scene+ Points earned on a Program Card cannot be transferred or otherwise divided in the event of separation or divorce, unless permitted by Scotiabank (or in the case of the Scene+ Account permitted by Scene LP).</p> <p>In the event that a change in legal structure (e.g., sole proprietor to incorporated) or changes in ownership of a business occurs, an individual owner(s) for the Program Card Account may be allowed by Scotiabank to transfer Scene+ Points from one Program Card Account to a replacement Program Card Account that earns Scene+ Points.</p>
<p><b>Account Closure</b></p>	<p>Redeeming Scene+ Points on Closed Program Card Accounts</p> <ol style="list-style-type: none"> <li>1. If you close your Program Card Account, the Scene+ Points associated with that Program Card Account continue to be available in your Scene+ Account.</li> <li>2. If the Program Card Account is closed by Scotiabank because it is not in Good Standing, the Scene+ Points associated with that Program Card Account will be immediately cancelled and forfeited.</li> </ol>
<p><b>Cancelled, Lost, or Stolen Program Card</b></p>	<p>A Program Card is not eligible to earn Scene+ Points after such Program Card has expired or is cancelled.</p> <p>If your Program Card is lost or stolen, we will replace that Program Card and transfer your points to a new Program Card Account opened in your name for the replacement card. In the event your Program Card is lost, stolen or damaged, you must immediately notify your Scotiabank branch or call 1-800-4SCOTIA (1-800-472- 6842).</p>

**Changes to these Additional Terms and Conditions for Scotiabank American Express Cardmembers**

Scotiabank reserves the right to modify, terminate, suspend, extend or otherwise change (the "Terms and Conditions Change") all or any of the these Additional Terms and Conditions for Scotiabank American Express Cardmembers by giving 30 days' notice (including post notice unless prior notice is required by law) to the Primary Cardmember by mail, online, or to the last email we have for you or including by posting a notice to the Program Site where these terms and conditions are found or any website that Scotiabank uses to post Additional Terms and Conditions for Scotiabank American Express Cardmembers or any other means by which we may permit and notify you of.

If you do not close or cancel your Program Card and/or applicable Program Card Account (or if you keep a balance in that Program Card Account) after the effective Terms and Conditions Change has been made, you are deemed to have agreed to the terms and conditions, as modified.

The Terms and Conditions Change can include any of the following:

1. The amount of Scene+ Points earned or redeemed through these Additional Terms and Conditions for Scotiabank American Express Cardmembers or minimum redemption levels for such Scene+ Points;
2. The value of Scene+ Points and types of Scene+ Points or other rewards you can earn;
3. What you can or cannot redeem Scene+ Points for;
4. When you can transfer Scene+ Points including to whom;
5. The length of time available to redeem Scene+ Points;
6. The Program Card Account and Program Cards or other transactions that can earn or redeem Scene+ Points;
7. The merchants where purchases must be made to earn Scene+ Points;
8. The circumstances in which Scene+ Points may be deducted (or cancelled) from the Program Card Account;
9. Any fees or charges that apply including booking or administration fees;
10. The terms of any offers we make available to you under these Additional Terms and Conditions for Scotiabank American Express Cardmembers including any Bonus Points or Additional Offers that are provided to you by us or a third party;
11. Any limitation of liability or disclaimer; and
12. Any other terms and conditions that are part of these Additional Terms and Conditions for Scotiabank American Express Cardmembers.

**For Quebec residents only:**

We will provide you with written notice of any Terms and Conditions Change above, specifically identifying the new and/or amended sections of these Additional Terms and Conditions for Scotiabank American Express Cardmembers, between 60 and 90 days before the Terms and Conditions Change comes into effect. In the event you do not agree with any Terms and Conditions Changes, you may cancel your Program Card Account, without cost, penalty or indemnification, within 30 days of the effective date of the Terms and Conditions Change.

**Termination Notice:** In the event we terminate these Additional Terms and Conditions for Scotiabank American Express Cardmembers for all Program Cards, the Primary Cardmember will be notified (in the same way we provide notice of other Terms and Conditions Changes as described above). Any unused Scene+ Points associated with the Program Card will continue to be available in the Scene+ Account.

<p><b>Disclaimers</b></p>	<p>Your Program Card is subject to the terms of the agreements that apply to your Program Card including your credit agreement (the Revolving Credit Agreement), the disclosure statement that we provided with your Program Card, and the <a href="#">Scotiabank Privacy Agreement</a>.</p> <p>Your Revolving Credit Agreement is also available at <a href="#">scotiabank.com</a></p> <p>If you have a dispute with a merchant that is involved in these Additional Terms and Conditions for Scotiabank American Express Cardmembers, including for any purchase you may make using your Program Card, you must resolve those disputes with those merchants directly as described in your agreements for your Program Card or as described in these Additional Terms and Conditions for Scotiabank American Express Cardmembers.</p> <p>The limitations of liability set forth in the <a href="#">Scene+ Program Terms and Conditions</a> apply to these Additional Terms and Conditions for Scotiabank American Express Cardmembers.</p> <p>These Additional Terms and Conditions for Scotiabank American Express Cardmembers are separate and apart from the account and/or cardholder agreements (the “<b>Other Agreements</b>”) that apply to your Program Card and deal with a rewards program offered by Scene LP that is independent of those Other Agreements.</p>
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