

Effective Date: October 1, 2022

Your Agreement	<p>Your membership in the Scene+ Program is governed by the Scene+ Program Terms and Conditions, available at sceneplus.ca/terms-and-conditions and the Scene+ Privacy Policy, available at sceneplus.ca/privacy.</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. Please read them carefully.</p>
-----------------------	--

THE SCENE+ PROGRAM TERMS AND CONDITIONS:

Scene+ Overview	<p>Scene+ is a loyalty rewards program operated by Scene Limited Partnership (“Scene LP”), a limited partnership owned by Scotia Loyalty Ltd., a subsidiary of The Bank of Nova Scotia, Galaxy Entertainment Inc., a subsidiary of Cineplex Entertainment LP, and Empire Company Limited. The Scene+ loyalty rewards program is referred to herein as “Scene+”, the “Scene+ Program” or the “Program”. Scene LP is solely responsible for conducting and administering the Program.</p> <p>By enrolling in the Program and/or your continued membership in the Program, including if you keep your Scene+ Account (as defined below) open, earn or redeem Scene+ Points (as defined below) in a Scene+ Account, individuals (“you”, “your”, “Member(s)”) agree that you have read and agree to these Scene+ Program Terms and Conditions, as may be amended, (the “Scene+ Program Terms and Conditions”), and you further consent to Scene LP’s collection, use and disclosure of your personal information as described in the Scene+ Privacy Policy, as may be amended, and which is incorporated by reference in these Scene+ Program Terms and Conditions.</p> <p>Enrollment, membership and related aspects of the Program are offered in the sole discretion of Scene LP.</p> <p>Definitions:</p> <p>Other definitions you should know:</p> <p>Active Status means that your Scene+ Account is open, and you are able to actively earn or redeem Scene+ Points (as described in these Scene+ Program Terms and Conditions).</p>
------------------------	---

Additional Terms and Conditions means (i) Additional Terms and Conditions for Scotiabank Visa Cardmembers, (ii) Additional Terms and Conditions for Scotiabank American Express Cardmembers, (iii) Additional Terms and Conditions for Scotiabank Debit Cardmembers, (iv) Additional Terms and Conditions for Redemptions through Apple and Best Buy Catalogues, (v) Additional Terms and Conditions for Scene+ Travel, and (vi) Additional Terms and Conditions for Empire.

Benefits has the meaning given to it in Section 1.4 under the “Earning Scene+ Points and Other Member Benefits” section of these Scene+ Program Terms and Conditions.

Cineplex means Cineplex Entertainment LP and its affiliates.

Empire means Empire Company Limited and its affiliates in respect of the Participating Empire Regions.

Features means any redemption option or service provided through the Scene+ Program.

Owners means the owners of Scene LP, including Cineplex, Scotiabank and Empire, and their respective affiliates.

Participating Empire Locations mean the stores and locations operated by or under the following banners of Empire: *Needs, Lawtons, Foodland / Foodland Coop, Sobeys / Sobeys Extra* and additional banners as announced by Empire from time to time.

Participating Empire Regions mean Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador, and additional provinces as announced by Empire from time to time.

Payment product means any payment card or device that Scene LP permits to be used to make a payment under the Scene+ Program and includes a Scotiabank ScotiaCard debit card (a “Scene+ ScotiaCard Debit Card”) or Scotiabank credit card (a “Scene+ Scotiabank Credit Card”) (each issued by Scotiabank) that is part of this Scene+ Program.

Program Site means the Scene+ Program website (sceneplus.ca).

Rewards Partners means any business or entity authorized by Scene LP and in respect of which a Scene+ Member can earn or be awarded, or redeem Scene+ Points and/or Benefits under the Program and for greater certainty may include Owners, travel rewards partners and other rewards partners.

Scene+ Account or **Scene+ Membership Account** means the Scene+ Membership account number that is assigned by Scene LP to a Scene+ Member.

Scene+ Member means the individual whose name is used to open a Scene+ Account.

Scene+ Membership or Membership means membership in the Scene+ Program.

Scene+ Membership Card or Membership Card means the physical or digital membership card issued by Scene LP, that allow Scene+ Members to participate in the Scene+ Program.

Scene+ Point or Points means the loyalty reward points awarded and/or earned under the Scene+ Program.

Scene+ Privacy Policy means the privacy policy which governs how Scene LP will collect, use and disclose your personal information in the course of operating the Scene+ Program.

Scene+ Scotiabank Product means a Scene+ ScotiaCard® Debit Card or a Scene+ Scotiabank Credit Card or any other product or service that is offered or issued by Scotiabank that is part of the Scene+ Program and/or earns or is awarded Scene+ Points.

Scene+ Travel means the Scene+ Travel website and call center.

Scotiabank means The Bank of Nova Scotia and its affiliates.

Unregistered Card means a Scene+ Card issued with a unique number and linked to a Scene+ Account, but which Scene+ Card and Scene+ Account has not been registered to a specific individual.

we, our, or us means Scene LP unless otherwise specified.

Any other definitions used in these terms and conditions that are not defined above will have the meaning assigned to them elsewhere in these Scene+ Program Terms and Conditions.

Interpretation: All uses of “including” or “includes” in these Scene+ Program Terms and Conditions means “including but not limited to” or “including without limitation”. Words in the singular form shall be construed to include the plural and vice versa.

Participation in Scene+ Program	<ol style="list-style-type: none">1. To fully participate in the Scene+ Program (which includes all uses including earning or redeeming Scene+ Points, participating in special offers or promotions and taking advantage of the Features and Benefits), you must enroll to become a Member (see “Scene+ Membership Enrollment” below). Membership is free and no purchase is required to become a Member and maintain your Membership. However, Scene LP may offer paid premium tiers to Members, which will be subject to additional terms and conditions. Joining such premium tiers is optional. Individuals may be issued an Unregistered Card at participating Program locations which will only allow the holder of that Unregistered Card (“Unregistered Cardholder”) to earn and accumulate Scene+ Points on the assigned Scene+ Account linked to that Unregistered Card. In order to take advantage of all of the Features or Benefits of the Scene+ Program, including to redeem Scene+ Points accumulated on an Unregistered Card the Unregistered Cardholder must enroll in the Scene+ Program and register their Unregistered Card by using the PIN on the Unregistered Card and following the steps to enroll as a Member (see “Scene+ Membership Enrollment” below). After enrollment, the Unregistered Cardholder will be a full Member of the Program and the Unregistered Card will be the Member’s Scene+ Card for use in the Scene+ Program and the Scene+ Account that was associated with the Unregistered Card will be the Member’s Scene+ Account under this Program. Please note that there is no name or personal information associated with an Unregistered Card, therefore, if an Unregistered Card is lost or stolen before it is registered in your name and you enroll as a Scene+ Member, any accumulated Scene+ Points on that Unregistered Card will be lost/forfeited. Remember to register any Unregistered Card as soon as possible to avoid this. Additional terms apply as printed on the Unregistered Card, or as provided with the Unregistered Card.2. Membership in the Scene+ Program is limited to natural persons only unless expressly permitted by Scene LP. Businesses or organizations, including corporations, sole proprietorships, trusts, partnerships, charities, not-for-profit or other entities, are not eligible for a Membership in the Scene+ Program. Only the individual owners of such entities may be Members.3. You must enroll individually and upon enrollment in the Program provide your full legal name, mailing address, email, and other contact information (as required for Scene LP to keep our records up to date). You must advise Scene LP of any changes to such information as described below. This data will be used by Scene LP to keep your Scene+ Account information up to date and to provide notices or other communications based on the information that you last provided to us for our records.
--	--

	<p>4. Each Member shall be responsible for promptly advising Scene LP of any change to their name, mailing address, email address or any other required Membership enrollment data or related contact information to ensure that such information remains up to date.</p> <p>5. You may have only one open Scene+ Account in your name at any given time. Membership is solely for the benefit of the Member, and unless otherwise stated in these Scene+ Program Terms and Conditions, Scene+ Points will not be issued for the purchase of products or services by anyone other than the Member.</p> <p>6. Scene+ Membership is a privilege which, subject to applicable law, can be revoked by Scene LP in its sole discretion, at any time and without compensation, for any reason including, for (i) fraud, abuse or breach of any of the Scene+ Program Terms and Conditions, the Offer Terms (as defined below in section 1.4 of Earning Scene+ Points and Other Member Benefits) and/or the Program; and/or (ii) any other actions deemed to be contrary to Scene LP, the Program, and/or the interests of the Members, Owners or Rewards Partners.</p> <p>7. Scene+ Points have no monetary value whatsoever and cannot under any circumstances form the basis of a monetary claim against Scene LP, an Owner or Rewards Partner(s) and cannot be converted to cash. There may be circumstances where a Member may be responsible for any taxes applicable to Scene+ Points, awards or rewards.</p> <p>8. You may cancel your Membership at any time by contacting Scene+ at 1-866-586-2805. If you cancel your Membership, all Scene+ Points in your Scene+ Account will be cancelled immediately upon closure.</p>
<p>Scene+ Points Transfer and Pooling</p>	<p>Scene+ Points are personal and cannot be sold, exchanged, given, charged, assigned, traded, or otherwise transferred without the prior written consent of Scene LP or as otherwise permitted under these Scene+ Program Terms and Conditions.</p> <p>1. Scene+ Points may be transferred between Scene+ Members if:</p> <p>1.1 Each Scene+ Account is in Active Status; and</p> <p>1.2 Scene LP permits the transfer in its sole discretion.</p> <p>Other terms and conditions may apply with each transfer as set by Scene LP in its sole discretion.</p> <p>Scene+ Points may be transferred in the event of the death of a Member, provided that the recipient(s) (heirs and beneficiaries) are existing Members or are otherwise eligible to become a Member and create a Scene+ Account for the Scene+ Points to be transferred.</p> <p>Scene LP reserves the right to request any documents it deems necessary for the above.</p> <p>Any assignment, transfer, trade or other conversion in violation of these Scene+ Program Terms and Conditions will be void and may, at the sole discretion of Scene LP, result in the loss of Scene+ Membership and/or the cancellation of the affected Scene+ Points or Scene+ Account, as the case may be.</p>

	<p>2. Scene+ Points may be pooled between Scene+ Members if:</p> <p>2.1 Each Scene+ Account is part of the same household (each a “Household Member”);</p> <p>2.2 Each Household Member’s Scene+ Account is in Active Status; and</p> <p>2.3 Scene LP permits the pooling in its sole discretion.</p> <p>Scene+ Members may be required to provide necessary documentation as required by Scene LP to evidence the household and confirm the Household Member’s eligibility for this pooling. Additional terms and conditions may apply for pooling as established by Scene LP.</p>
<p>Scene+ Membership Enrollment</p>	<p>1. To become a Member, you must be a resident of Canada, have a valid Canadian address, a valid email address and be 14 years of age or older.</p> <p>2. To become a Member, simply enroll at the Program Site, through the Scene+ mobile app, or other available channels, accurately and completely.</p> <p>3. Enrollment also requires the creation of a password or a personal identification number (referred to as a "Password"). You must choose a Password that is not easily guessed. The Password is used to access the Program Site and to access your Scene+ Account online or through the mobile app. Anyone who knows your Password and Scene+ Account number will have full access to your Scene+ Account. You are responsible for maintaining the secrecy and security of your Password and for all activities that occur using your Password. You must not share your Password with anyone else. You must notify Scene LP immediately if your Password is lost or stolen, or accessed, used, or disclosed without authorization. Scene LP is not responsible in any way for any redemption of Scene+ Points or any other loss arising from unauthorized use of your Password or your failure to comply with these provisions. Scene LP is not responsible for refunding any Scene+ Points redeemed due to the unauthorized access to your Scene+ Account, including if your Password is used, unless caused by Scene LP’s gross negligence or willful misconduct. You must take reasonable steps to protect your Scene+ Account and your Password and change your Password regularly to prevent the unauthorized access to your Scene+ Account. For additional information on how to keep your Password and Scene+ Account secure, please visit sceneplus.ca/security.</p> <p>4. Each Member will be issued a physical or digital Scene+ Membership Card, which may be used as a mobile credential. This Membership Card will be associated with one Scene+ Account number.</p> <p>5. If you choose to receive a physical Membership Card after enrolling through the Program Site, or Scene+ mobile app (or if we choose to provide you with one), it will be mailed to the address you provided in approximately 5 - 10 business days after your enrollment is processed and your Scene+ Account is opened. Members may choose to access a digital version of their Membership Card through the Program Site, the Scene+ mobile app, Cineplex app, smart phone wallet (“Mobile Wallet(s)”), or any other digital means that we make available to you. Membership Cards are not transferable and must only be used by the Member to whom the Membership Card was issued.</p> <p>6. The Program is not marketed to or directed towards children under 14 years of age, and children under 14 are not eligible to participate. If you enroll as a Member, you declare that you are at least 14 years or older. Scene LP requests that visitors of the Websites (as defined below) under 14 years of age not provide any personal</p>

	<p>information and do not enroll as Members. If for any reason Scene LP believes a user may be under the age of 14, it reserves the right to request proof of age of such user. If such proof is not provided, or if it is discovered the user is under the age of 14, all personal information regarding that individual will be deleted from the Scene LP system and Scene LP reserves the right to limit and/or ban the user from Membership in the Program.</p> <p>7. Enrollment in the Program is subject to verification and will be deemed invalid if the information provided is not true and/or complete or the Member fails to meet any eligibility requirements for the Program or these Scene+ Program Terms and Conditions, and if applicable, any Scene+ Points earned will be forfeited.</p> <p>8. For Scene+ Scotiabank Products: Each Scene+ Scotiabank Credit Cardmember and in addition, the Supplementary Cardholder, with a Scene+ Scotiabank Product will be enrolled in the Program (for greater certainty, this includes a Primary Cardholder and a Co-borrower).</p>
<p>Privacy (Committed to your Privacy)</p>	<p>Scene LP is committed to protecting your privacy. You hereby consent to Scene LP’s collection, use and disclosure of your personal information as described in the Scene+ Privacy Policy, as it may be amended from time to time. A copy of the Scene+ Privacy Policy can be obtained at sceneplus.ca/privacy.</p>
<p>Earning Scene+ Points and Other Member Benefits (including on Travel, Merchandise and Other Benefits)</p>	<p>Scene+ Points are earned and awarded to you when you use your Membership Card, or if applicable, when you use your Scene+ Scotiabank Product, or when you take advantage of any offer or Benefit that earns Scene+ Points as described in these Scene+ Program Terms and Conditions.</p> <p>Scene+ Points are earned on certain products and services, and at the rates and the additional conditions set out on the Program Site, Scene+ mobile app or in the terms and conditions of any offer, or other Offer Terms (as defined below in section 1.4 of Earning Scene+ Points and Other Member Benefits) that we provide to you when we make such offers available.</p> <p>Cineplex Earnings: Scene+ Points earned on the purchase of movie tickets at Cineplex theatres are earned on the purchase of paid admission tickets only. Certain (i) Cineplex coupons, offers and admission passes and/or (ii) unauthorized third party coupons, offers, programs and admission passes are not eligible towards the earning of Scene+ Points.</p> <p>Empire Earnings: Scene+ Members are eligible to earn Scene+ Points at Participating Empire Locations on selected products and services as described in the Additional Terms and Conditions for Empire.</p> <p>Scotiabank Earnings: If you have a Scene+ Scotiabank Product, you may be eligible to earn additional Scene+ Points as described in the Additional Terms and Conditions for Scotiabank Visa Cardmembers, the Additional Terms and Conditions for Scotiabank American Express Cardmembers, and below under “Other Ways to Earn Scene+ Points”. For greater certainty, for this purpose this means each Scene+ Scotiabank Credit Cardmember and in addition the Supplementary Cardholder, will be enrolled in the Program (for greater certainty, this means the Primary Cardholder, a Co-borrower and the Supplementary Cardholder).</p> <p>1. Other Ways to Earn Scene+ Points</p> <p>1.1. Scene+ Scotiabank Products: Members may also be eligible to earn additional Scene+ Points by being approved for (if applicable) and/or upon the opening or issuance by Scotiabank of a Scene+ Scotiabank Product and/or through using such Scene+ Scotiabank Product. To earn additional Scene+ Points, eligible individuals may also open an eligible Scotiabank personal bank account and get a Scene+ ScotiaCard Debit Card (a “Scene+ ScotiaCard”) and/or apply for and be approved for and a Scotiabank Credit Card issued by Scotiabank that earns Scene+ Points.</p>

The Scene+ ScotiaCard and the Scene+ Scotiabank Credit Card can earn additional Scene+ Points for the Scene+ Account. The Additional Terms and Conditions for Scotiabank Debit Cardmembers apply to Scene+ Scotia Cards and the Additional Terms and Conditions for Scotiabank Visa Cardmembers and the Additional Terms and Conditions for Scotiabank American Express Cardmembers apply to Scene+ Scotiabank Credit Cards.

	<p>1.2 Travel Rewards Partners: Scene+ Members may be eligible to earn Scene+ Points for travel purchases made using Scene+ Scotiabank Products or any other payment products as described in the Additional Terms and Conditions for Scene+ Travel.</p> <p>1.3 Other Rewards Partners: Scene LP may, from time to time, provide additional opportunities, including authorized channels, for Members to earn and/or redeem Scene+ Points or participate in other offers or Benefits from Rewards Partners that are part of the Scene+ Program.</p> <p>1.4 Benefits: Members may also from time to time be entitled to other discounts, promotions and other special rewards (other than Scene+ Points) including offers for being a Scene+ Member or having a product or service that earns Scene+ Points (collectively, “Benefits”). Such Benefits may be changed or terminated with or without notice, subject to applicable law. See the Program Site or the Scene+ mobile app for information on current Benefits available and for any restrictions that may apply to each Benefit.</p> <p>Offers and Benefits and any other additional terms and conditions available through Rewards Partners may be time limited and are subject to these Scene+ Program Terms and Conditions, as well as the terms and conditions of each specific offer or Benefit associated with those Rewards Partner (the “Offer Terms”). In the event of a discrepancy between these Scene+ Program Terms and Conditions and the Offer Terms, the Offer Terms will govern.</p> <p>1.5 Additional Offers: Scene LP or Rewards Partners may also make offers (including for limited time periods) for which Members may earn additional Scene+ Points or may redeem Scene+ Points for additional rewards or Features and in some cases, those offers are not provided by Scene LP but instead by a Rewards Partner.</p>
<p>Redeeming Scene+ Points</p>	<p>1. You must present your Membership Card or Scene+ Account number (if not automatically available for your transaction) at the time of the transaction to redeem Scene+ Points.</p> <p>2. Your Scene+ Points balance in your Scene+ Account will be reduced by the number of Scene+ Points required to obtain the desired Scene+ Point redemption level. Unredeemed Scene+ Points, plus any Scene+ Points earned in the current transaction, will remain in your Scene+ Account, and can be applied to subsequent transactions for redemptions.</p> <p>3. Scene+ Points can be redeemed using one of the following options, as applicable:</p> <p>3.1. Redeeming Scene+ Points (“Points Only”): This option allows you to redeem Scene+ Points for the entire amount of the redemption transaction, or</p> <p>3.2. Redeeming Scene+ Points plus a charge to a payment product (“Points Plus Charge”): This payment option allows you to check out and make the purchase using Scene+ Points and charge the balance to a payment product.</p> <p>We may make other options for redemptions available to you.</p>

4. You may be required to provide proof of and/or authentication of your identity when redeeming Scene+ Points to protect your Scene+ Account and to verify your Scene+ Member status.
5. Scene+ Points may be redeemed at:
- 5.1 Reward Partners: at participating locations through Rewards Partners or via special offers and promotions in the levels and under the conditions and restrictions as set forth at the Program Site or such other applicable Offer Terms; and
- 5.2 Empire: Scene+ Points may also be redeemed at Participating Empire Locations. Please refer to the Additional Terms and Conditions for Empire for full details and conditions for such redemptions.
6. Scene+ Points may also be redeemed for prepaid cards, gift cards and merchandise from the Apple and Best Buy catalogues, solely at Scene LP's discretion. Items redeemed are not eligible for returns and refunds of your Scene+ Points and/or credit to your payment product. You are responsible for reviewing issuer terms and conditions prior to completion of your redemption transaction.
- 6.1 Prepaid Cards: Prepaid cards terms and conditions apply and are set by the issuer of the prepaid card, not Scene LP.
- 6.2 Gift Cards: Physical or electronic gift cards terms and conditions apply and are set by the issuer of the gift card, not Scene LP.
- 6.3 Apple and Best Buy: Apple and Best Buy Terms and Conditions apply.
7. Scene+ Scotiabank Cardmembers who redeem Scene+ Points are responsible for any applicable taxes associated with their redemption.

Scene+ Account Balances	<ol style="list-style-type: none">1. Scene+ Points will only be issued (or otherwise awarded or earned) if you present or make available your Scene+ Account number or Membership Card before the completion of a purchase, redemption, or any other transaction eligible for Points or other rewards.2. Only you should use your Scene+ Account or Membership Card, unless otherwise expressly permitted by us under these Scene+ Program Terms and Conditions (such as through household pooling). Any unauthorized reproduction or sharing of a Membership Card or Scene+ Account number may lead to a deduction of or loss of Scene+ Points in such Scene+ Account, exclusion from the Program, cancellation or closure of the Scene+ Account, and may have additional legal consequences.3. Scene LP or a Rewards Partner may refuse to record or honour Scene+ Points in your Scene+ Account. Scene LP may cancel Scene+ Points if the Scene+ Points are already recorded or if Scene LP cannot confirm that the Scene+ Points were properly issued or obtained. In addition, Scene LP may cancel any Scene+ Account if Scene LP, in its sole discretion, suspects that the Scene+ Account is being used fraudulently to earn or redeem Scene+ Points, or is not in compliance with the Scene+ Program Terms and Conditions or any Offer Terms, and any Scene+ Points in the Scene+ Account at the time of cancellation will be forfeited.4. Where applicable, in the event of a return and/or exchange of any purchase made with any payment product for which Scene+ Points were earned or otherwise awarded, Scene+ Points relating to such return and/or exchange will be deducted from or returned to your Scene+ Account. Your Scene+ Points balance will be reduced or increased by the equivalent number of Scene+ Points earned or otherwise awarded for the returned and/or exchanged items on the original transaction.5. If you believe that there is an error in your Scene+ Account balance, you must contact Scene LP at 1-866-586-2805 within 60 days of the date of the transaction or the Scene+ Account balance will be deemed correct, except for excess Scene+ Points improperly applied to your Scene+ Account. Scene LP may require that Members submit documentation to support their claim of an error.6. While Scene LP uses reasonable efforts to ensure that your Scene+ Account balance is accurate when you check your Scene+ Account, there may be a delay between the time an eligible transaction is processed and the time it is reflected in your Scene+ Account (including the time that your Scene+ Points balance is updated). Neither Scene LP nor any of its Owners or Rewards Partners shall be responsible for any delay in receipt of Scene+ Points earned or inaccurate Scene+ Account balances.
--------------------------------	---

<p>Scene+ Account Closure by Scene LP</p>	<p>We may close your Scene+ Account if your Scene+ Membership Card was not used to earn, redeem or complete any other reward transaction activity in more than 24 consecutive months, unless you have a Scene+ Scotiabank Product (Scene+ ScotiaCard Debit Card and/or Scene+ Scotiabank Credit Card) that has not been cancelled and for which the underlying account remains open with Scotiabank.</p> <p>If your Scene+ Account is closed, you will forfeit all Scene+ Points in your Scene+ Account. Unless prohibited by law, earning Scene+ Points through a Scene+ Scotiabank Product shall not be considered earning Scene+ Points on your Scene+ Account unless the Scene+ Scotiabank Product has been linked to your Scene+ Account.</p> <p>Written notice from Scene LP, as required by applicable law, will be provided prior to your Scene+ Account being closed.</p>
<p>Lost, Stolen or Damaged Cards</p>	<ol style="list-style-type: none"> 1. You must notify Scene LP immediately by calling 1-866-586-2805 if your Membership Card or Scene+ Account number is lost or stolen or if someone other than you has accessed your Scene+ Account. When Scene LP is made aware of a lost or stolen Membership Card, or a Scene+ Account is accessed by someone other than the Member, Scene LP will deactivate the Membership Card and flag it as lost or stolen and the Scene+ Account will be rendered inactive. A new Scene+ Account number and Membership Card may be provided at Scene LP's sole discretion. Any replacement Membership Card will be sent via email to the email address Scene LP has on file, or if no email address is available, mailed to the last address provided in the Member's registration profile and the accumulated, unredeemed Scene+ Points will remain intact and will be transferred to the new Scene+ Account. 2. In the event that Scene LP has reason to believe, in its sole discretion, that your Scene+ Account has been accessed or used by anyone other than the Member, Scene LP may temporarily block your access to your Scene+ Account until such time as Scene LP is satisfied that the integrity of your Scene+ Account has not been compromised. Scene LP shall not be liable for your inability to earn, redeem or use your Scene+ Points for any other reward transaction during the time. 3. Neither Scene LP, the Owners or the Rewards Partners are responsible for any use of your Scene+ Points or changes made to a Scene+ Account by a third party using a lost or stolen Membership Card or access to your Scene+ Account by anyone other than you. 4. If you have a damaged physical Membership Card, a replacement physical Membership Card may be issued at Scene LP's sole discretion.
<p>Scene+ Program Site and Mobile App</p>	<p>The use of any part of the Program Site, including any associated mobile websites, (collectively the "Website(s)") or mobile applications owned or operated by or on behalf of Scene LP (such mobile applications collectively referred to as the "Scene+ app"), are governed by these Scene+ Program Terms and Conditions. You are solely responsible for any data charges that may be incurred by your use of the Scene+ app or the use of the Website through a mobile device.</p>

	<p>You may only connect one Scene+ Account to the Scene+ app. Only the Scene+ Account belonging to you as a Member may be used in association with the Scene+ app. You will not be permitted to add a Scene+ Account belonging to another Member or share any Benefits with another individual except as expressly permitted by Scene LP. In the event that Scene LP has determined that a Member is allowing their Scene+ Account to be accessed by other individuals, for example by connecting the Scene+ Account to the Scene+ app on multiple devices, Scene LP may remove any Scene+ Points earned and/or cancel the Scene+ Account without notice. Once the Scene+ Account is connected to the Scene+ app, the Membership number may be used like a physical card for the purposes of bar code scanning at the point of sale.</p> <p>Members have the option to use a "persistent log-in" feature, which allows you to remain logged-in to your Scene+ Account even when the Scene+ app and sceneplus.ca is closed. Scene LP is not responsible for any unauthorized use of your Scene+ Account if you use the persistent log-in option.</p> <p>The Scene+ app allows for Scene+ Account integration with certain Mobile Wallets if a Member elects to link their Scene+ Account to the Mobile Wallet. Use of any Mobile Wallet is subject to the terms and conditions and privacy policies of the owner of the Mobile Wallet. It is recommended that you review such terms and conditions and privacy policies before linking your Scene+ Account to a Mobile Wallet. Scene LP is not responsible for any functionality offered by a Mobile Wallet, including any inconsistencies related to your Scene+ Account balance or inability to use the Mobile Wallet to earn or redeem Scene+ Points.</p> <p>The Websites or Scene+ app may contain material that is inappropriate for audiences under the age of thirteen (13). You acknowledge and agree that you will not authorize anyone under the age of thirteen (13) to access or view the Website or the Scene+ app. If for any reason Scene LP believes a user may be under the age of 13, Scene LP reserves the right to request proof of age of such user. If such proof is not provided, or if it is discovered the user is under the age of 13, the user's personal information shall be deleted from our system and we reserve the right to limit and/or ban the user from our Website and/or Scene+ app.</p>
<p>Program Termination or Changes or Selling the Program</p>	<p>Scene LP shall be under no obligation to continue the Program or, except for Quebec residents, to provide any notice of its suspension or termination, unless required by law.</p> <p>Subject to applicable law, Scene LP reserves the right to, except in the case of Quebec residents, unilaterally amend, restrict, extend or otherwise change each and every one of these Scene+ Program Terms and Conditions, any aspect of the Program, and each and every Feature and Benefit of the Program at any time, including changes to redemption procedures, rewards (including the number of Scene+ Points you can earn or redeem), and Rewards Partners, in any and all respects, even if such changes may affect the value of Scene+ Points already accumulated, all without notice, unless notice is required by applicable law.</p> <p>Scene LP also reserves the right to sell or transfer all or part of the Program (including ownership of the Program) to a related company or to a third party, to merge with another entity or to engage in any form of corporate reorganization or financing transaction. Additional Owners may be added without notice at the discretion of Scene LP.</p> <p>If Scene LP provides you with any notice of a change, it will do so in writing or by electronic means, including through the Program Site or such other means of notification as we may provide you about the change.</p>

	<p>Your continued enrollment and participation in the Program after the effective date of any such change is your acknowledgement that you agree to the Scene+ Program Terms and Conditions, as changed. In the event that you do not agree to such changes, your sole remedy is to cancel your Scene+ Account.</p> <p>For Quebec Residents: If you are a Quebec resident, see the “For Quebec Residents Only (including Program Termination and Changes)” section below about how we may terminate this Program or make changes to these Scene+ Program Terms and Conditions.</p>
<p>For Quebec Residents Only (including Program Termination and Changes)</p>	<p>The following terms and conditions apply to residents of Quebec only:</p> <p>In the event your Scene+ Account is closed (as set out in the “Scene+ Account Closure by Scene LP” section above in these Scene+ Program Terms and Conditions), Scene LP will provide you with at least 30, but not more than 60, days’ prior written notice before your Scene+ Points are expired.</p> <p>Scene LP specifically reserves the right to change these terms and conditions, the Program, the Owners or Rewards Partners, any Scene+ Account, any Feature or Benefit, the Scene+ Points structure (including the number of Points you can earn or redeem), or any other award/reward or these terms and conditions (each a “Terms and Conditions Change”) with notice as required by applicable law, including:</p> <ol style="list-style-type: none"> 1. Eligibility requirements to enroll as a Member and participate in the Program; 2. The enrollment process in the Program; 3. The way in which Members may participate or cancel their participation in the Program and their obligations in respect of such participation and cancellation; 4. The way and rate at which Scene+ Points may be earned, redeemed and/or otherwise adjusted including any minimum redemption levels, provided that any Terms and Conditions Change does not devalue Scene+ Points earned prior to the effective date of the Terms and Conditions Change; 5. The circumstances and conditions under which Scene+ Points may be transferred, assigned, traded, pooled or otherwise converted and your Scene+ Account may be closed; 6. The characteristics and the availability of any Feature or Benefit or offer, including where no expiry date is otherwise noted; 7. The addition or removal of any Rewards Partner or Reward Offers, where no expiry date is noted in the Offer Terms; 8. The locations where Scene+ Points may be earned and/or redeemed; 9. Any limitation of liability; and 10. Conditions for the closure of your Scene+ Account or Active Status. <p>You acknowledge and agree that the inclusion of Rewards Partners or Features or Benefits may be temporary and that the discontinuation of any Rewards Partners or Features or Benefits, regardless of whether an expiry date is included in the Offer Terms does not trigger a Terms and Conditions Change to these Scene+ Program Terms and Conditions, and that advance notice is not required.</p>

	<p>Scene LP will provide you with written notice of any Terms and Conditions Change, specifically identifying the new and/or amended sections of the Scene+ Program Terms and Conditions, between 60 and 90 days before the Terms and Conditions Change comes into effect.</p> <p>When Scene LP provides you with any notice of a Terms and Conditions Change, it will do so in writing or by electronic means including through the Program Site or such other means of notification as we may provide you about the change.</p> <p>Upon receipt of the notice from Scene LP, you may refuse to accept the Terms and Conditions Change and cancel your participation in the Program without cost or penalty or indemnification, by sending us a written notice no later than 30 days after the effective date of the Terms and Conditions Change, at the address or email address indicated in the notice from Scene LP. If you send us such written notice, Scene LP will close your Scene+ Account and your Scene+ Points will be forfeited.</p> <p>If you do not exercise your right to cancel your participation in the Program in the period set out above, your continued enrollment and participation in the Program after the effective date of any Terms and Conditions Change is your acknowledgement that you agree to the terms and conditions, as modified.</p>
<p>Limitation of Liability and Disputes</p>	<p>None of Scene LP, the Owners, Rewards Partners, each of their affiliates, subsidiaries, parents and related entities, and each of their respective officers, directors and employees, shall assume any liability whatsoever, including without limitation, liability for any expense, loss, cost, injury, damage (including without limitation indirect, consequential, special, incidental or punitive damages), accident or any other matter or thing whatsoever, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to the Program including by reason of: (i) the termination or suspension of or amendment to the Program in whole or in part; (ii) a Terms and Conditions Change with or without notice; (iii) the redemption of any rewards, (iv) your participation in or inability to participate in the Program; and (v) any unauthorized access to your Scene+ Account.</p> <p>None of Scene LP or the Owners or their affiliates, subsidiaries, parents and related entities, or their respective officers, directors and employees have any responsibility or liability for any loss, damage, injury or costs, however suffered or caused, directly or indirectly arising out of or related to any offer, statement or claim made by the Rewards Partners and/or the purchase or use of any goods or services (including travel) redeemed through the Program and/or any non-fulfillment of any redemption order or any services and none of them make any warranties or representations with respect to the quality or fitness for use of any rewards, including the nature or quality of any of the travel rewards.</p> <p>For Quebec residents only, this limitation of liability only applies to third parties and not to Scene LP.</p> <p>Except if you are a Quebec resident, you agree that the courts in the City of Toronto, Ontario, shall determine any matter or dispute arising under or in respect of these Scene+ Program Terms and Conditions and/or the Program and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Ontario. In respect of Quebec residents, any matter or dispute arising under or in respect of these Scene+ Program Terms and Conditions shall be brought before the court of the competent judicial district in the Province of Quebec.</p>

	<p>If you have a dispute: By participating in this Program, you agree that: you will give us the opportunity to try to resolve any issues or disputes you may have before taking legal action. Except if you are a Quebec resident, you agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of the Scene+ Program, shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any intellectual property right of Scene LP, its Owners or any third party, or any privacy or publicity rights, in which case you acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by Scene LP, its Owners, or the applicable third parties.</p> <p>No warranties or representations: Except as expressly contained in these Scene+ Program Terms and Conditions, there are no conditions, representations, warranties, express or implied, statutory or otherwise.</p> <p>Interpretation of the Program: Scene LP has the final authority as to the interpretation of these Scene+ Program Terms and Conditions and as to any other questions or disputes regarding the Program. In the event that any provision in these Scene+ Program Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Scene+ Program Terms and Conditions.</p> <p>These limitations of liability apply to the Additional Terms and Conditions.</p>
<p>General; Governing Law; Language Entire Agreement</p>	<p>Electronic Agreement/Online: The online version of these Scene+ Program Terms and Conditions is the governing version.</p> <p>When you deal with Scene LP, its Owners or Rewards Partners over the Internet, you consent to the formation of contractual relations through electronic communications.</p> <p>Except for Quebec residents, these Scene+ Program Terms and Conditions are governed by the laws of the province of Ontario and the federal laws applicable in Ontario, without reference to conflict of laws provisions. In respect of Quebec residents, these Scene+ Program Terms and Conditions are governed by the laws of the Province of Quebec and the federal laws applicable in Quebec.</p> <p>These Scene+ Program Terms and Conditions (and any Additional Terms and Conditions to the extent applicable), the Scene+ Privacy Policy and any Offer Terms (if applicable) constitute the entire agreement between you and Scene LP regarding your participation in the Program, your entitlement to collect and use your Scene+ Points and your entitlement to any other Features or Benefits of the Program, and supersede all previous versions.</p> <p>In the event of any inconsistency between any provision in the Scene+ Program Terms and Conditions and any provision in the Additional Terms and Conditions, the provision in the Additional Terms and Conditions will prevail.</p>

	Language: It is your express wish that these Scene+ Program Terms and Conditions (including any Additional Terms and Conditions) be written in the English language. C'est à votre demande expresse que les modalités du Programme (y compris toutes modalités additionnelles) ont été rédigées en anglais.
How to Contact Us	Should you have any questions regarding these Scene+ Program Terms and Conditions, please review the Program Site. If you are unable to find the answer you are looking for, please contact us at 1-866-586-2805.