

**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:**

<b>Scene+ Overview</b>	<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 <a href="#">Scene+ Program Terms and Conditions</a>, 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 <a href="#">Scene+ Privacy Policy</a>, 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><b>Definitions:</b></p> <p>Other definitions you should know:</p> <p><b>Active Status</b> 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>
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**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](http://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.

<b>Participation in Scene+ Program</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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>
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	<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><b>Scene+ Points Transfer and Pooling</b></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><b>Scene+ Membership Enrollment</b></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 <a href="http://sceneplus.ca/security">sceneplus.ca/security</a>.</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><b>Privacy (Committed to your Privacy)</b></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 <a href="http://sceneplus.ca/privacy">sceneplus.ca/privacy</a>.</p>
<p><b>Earning Scene+ Points and Other Member Benefits</b></p> <p>(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><b>Cineplex Earnings:</b> 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><b>Empire Earnings:</b> 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><b>Scotiabank Earnings:</b> 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 “<b>Scene+ ScotiaCard</b>”) and/or apply for and be approved for and a Scotiabank Credit Card issued by</p>

Scotiabank that earns Scene+ Points.

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+ ScotiaCards 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, “<b>Benefits</b>”). 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 “<b>Offer Terms</b>”). 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><b>Redeeming Scene+ Points</b></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 (“<b>Points Only</b>”): 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 (“<b>Points Plus Charge</b>”): 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>

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|  | <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.</p> <p>5. Scene+ Points may be redeemed at:</p> <p>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</p> <p>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.</p> <p>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.</p> <p>6.1 Prepaid Cards: Prepaid cards terms and conditions apply and are set by the issuer of the prepaid card, not Scene LP.</p> <p>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.</p> <p>6.3 Apple and Best Buy: Apple and Best Buy Terms and Conditions apply.</p> <p>7. Scene+ Scotiabank Cardmembers who redeem Scene+ Points are responsible for any applicable taxes associated with their redemption.</p> |
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<b>Scene+ Account Balances</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li><li>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.</li><li>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.</li><li>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.</li></ol>
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<p><b>Scene+ Account Closure by Scene LP</b></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 <b>than 24 consecutive months, unless</b> 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><b>Lost, Stolen or Damaged Cards</b></p>	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>4. If you have a damaged physical Membership Card, a replacement physical Membership Card may be issued at Scene LP's sole discretion.</li> </ol>
<p><b>Scene+ Program Site and Mobile App</b></p>	<p>The use of any part of the Program Site, including any associated mobile websites, (collectively the "<b>Website(s)</b>") 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><b>Program Termination or Changes or Selling the Program</b></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><b>For Quebec Residents:</b> 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><b>For Quebec Residents Only (including Program Termination and Changes)</b></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"> <li>1. Eligibility requirements to enroll as a Member and participate in the Program;</li> <li>2. The enrollment process in the Program;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>6. The characteristics and the availability of any Feature or Benefit or offer, including where no expiry date is otherwise noted;</li> <li>7. The addition or removal of any Rewards Partner or Reward Offers, where no expiry date is noted in the Offer Terms;</li> <li>8. The locations where Scene+ Points may be earned and/or redeemed;</li> <li>9. Any limitation of liability; and</li> <li>10. Conditions for the closure of your Scene+ Account or Active Status.</li> </ol> <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 advanced 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><b>Limitation of Liability and Disputes</b></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><b>If you have a dispute:</b> 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><b>No warranties or representations:</b> 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><b>Interpretation of the Program:</b> 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><b>General; Governing Law; Language Entire Agreement</b></p>	<p><b>Electronic Agreement/Online:</b> 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.
<b>How to Contact Us</b>	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.

## SCENE+ PROGRAM - ADDITIONAL TERMS AND CONDITIONS:

### ADDITIONAL TERMS AND CONDITONS FOR SCOTIABANK VISA CARDMEMBERS

<b>Overview</b>	<p>These “<b>Additional Terms and Conditions for Scotiabank Visa* Cardmembers</b>” are established by Scotiabank.</p> <p>These Additional Terms and Conditions for Scotiabank Visa 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 Scene Visa card, Scotiabank Passport™ Visa Infinite* card, ScotiaGold Passport® Visa* card, Scotiabank Passport Visa Infinite Business card, ScotiaGold Passport® for business Visa card and Scotiabank Rewards Visa Card (each a “Program Card” or “Card”) and the associated Scotiabank credit card accounts (the “Scotiabank Visa 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 Visa Cardmembers supplement the Scene+ Program Terms and Conditions and Scene+ Privacy Policy, each of which is established by Scene LP and continue to apply in addition to these Additional Terms and Conditions for Scotiabank Visa Cardmembers.</p> <p>Please remember to review these Additional Terms and Conditions for Scotiabank Visa Cardmembers and the Scene+ Program Terms and Conditions and 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> <p><b>Other Definitions that you should know:</b></p> <p>All capitalized terms that appear in these Additional Terms and Conditions for Scotiabank Visa Cardmembers that are not defined in these Additional Terms and Conditions for Scotiabank Visa Cardmembers have the meaning given to such terms in the Scene+ Program Terms and Conditions.</p>
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	<p><b>Co-Borrower or Secondary Scene+ Cardmember:</b> 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.</p> <p><b>Good Standing:</b> 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.</p> <p><b>Program Card Account:</b> The Scotiabank credit card account that is linked to the Program Card. This includes a retail or small business Scotiabank credit card account.</p> <p><b>Primary Scene+ Cardmember or Primary Cardmember:</b> 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.</p> <p><b>Scene+ Cardmember or Cardmember:</b> 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.</p> <p><b>Scene+ Scotiabank Cardmember:</b> The individual in whose name a Scene+ Scotiabank Product has been issued to by Scotiabank, excluding any Supplementary Cardmember.</p> <p><b>Supplementary Cardmember:</b> 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”).</p> <p><b>Visa network:</b> The Visa payment card network that is associated with your Program Card under these Additional Terms and Conditions for Scotiabank Visa Cardmembers.</p> <p><b>your name:</b> 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>
<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 Visa 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 either a Program Card will be issued directly into the Scene+ Account associated with the applicable Program 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 Visa 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>
<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 Scene Visa Card  You are awarded five (5) Scene+ Points for every \$1.00 in Cineplex theaters and online at cineplex.com purchases charged and posted to the Scotiabank Scene Visa 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 to the Scotiabank Scene Visa Account (the “Regular Earn Rate”).</p>

### 1.2 Scotiabank Passport Visa Infinite Card

You are awarded two (2) Scene+ Points for every \$1.00 in grocery, dining, entertainment and daily transit purchases charged and posted to the Scotiabank Passport Visa Infinite Account (referred to as the “Accelerated Earn Rates”). See below for the Spend Threshold that applies to this Accelerated Earn Rate.

You are awarded one (1) Scene+ Point for every \$1.00 in all other purchases of goods and services charged to the Scotiabank Passport Visa Infinite Account (the “Regular Earn Rate”).

### 1.3 Spend Threshold for the Accelerated Earn Rate (Scotiabank Passport Visa Infinite Accounts only):

The Accelerated Earn Rate for the Scotiabank Passport Visa Infinite Account applies to the first \$50,000 in purchases charged to that Scotiabank Passport Visa Infinite Account annually at merchants qualifying for the Accelerated Earn Rate (under the Merchant Category Code (“**MCC**”) categories of grocery, dining, entertainment and daily transit purchases as more particularly described above), with the annual period calculated on a 12-month basis. Annual period starts from the Scotiabank Passport Visa Infinite Card Account open date and resets every 12 months thereafter. Once you exceed the applicable annual spend (purchase) threshold, you will continue earning Scene+ Points at the Regular Earn Rate of one (1) Scene+ Point per \$1.00 in purchases charged and posted to the Scotiabank Passport Visa Infinite Card.

### 1.4 Scotiabank Passport Visa Infinite Business Card

You are awarded one and a half (1.5) Scene+ Points for every \$1.00 in purchases of goods and services charged and posted to the Scotiabank Passport Visa Infinite\* Business Card Account (referred to as the “Regular Earn Rates”).

### 1.5 ScotiaGold Passport Visa\* Card and ScotiaGold Passport for business Visa Card

You are awarded one (1) Scene+ Point for every \$1.00 in purchases of goods and services charged and posted to the ScotiaGold Passport Visa and ScotiaGold Passport for business Visa Card Account.

## 2. Merchant classifications – Visa network

Purchases must be made at merchants classified through the Visa network with a MCC that identifies them in the Visa network in the “grocery store”, “dining”, “entertainment”, 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.

## 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 Visa 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 Visa 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 Visa 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 Visa 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 Visa 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.

<p><b>Redeeming Scene+ Points</b></p>	<p>Scene+ Points can only be redeemed as set out in these Additional Terms and Conditions for Scotiabank Visa Cardmembers and under the Scene+ Program Terms and Conditions.</p> <p>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.</p> <p>1.1 Redeeming for Non-Travel: Refer to the Scene+ Program Terms and Conditions.</p> <p>1.2 Redeeming for Scene+ Travel: Refer to the Additional Terms and Conditions for Scene+ Travel.</p> <p>1.3 Apply Points to Travel: 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.</p> <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 Visa 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 Visa network.</p> <p>The Apply Points to Travel redemptions 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> <p>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.</p> <p>The value of the Scene+ Points redeemed cannot exceed the amount of the Apply Points to Travel redemption charged to your Program Card Account.</p> <p>The minimum Scene+ Points redemption towards an Apply Points to Travel redemption is <b>5,000</b> Scene+ Points.</p>
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	<p>If the Program Card Account is closed, you will not be able to redeem any Scene+ Points for an Apply Points to Travel redemption.</p> <p>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 <b>“Points for Credit”</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 be subject to terms and conditions and other documentation to be completed. For details call 1-866-586-2805.</p>
<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>In the event of the death of a Primary Scene+ Cardmember or death of a Co-Borrower (each Cardmembers) see the Scene+ Program Terms and Conditions 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 Visa 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 as 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>Cash Back Rebate on ScotiaGold Passport Visa Card and ScotiaGold Passport for business Visa Cards</b></p>	<p>Cash Back Rebate on Travel Purchases made through Scene+ Travel (ScotiaGold Passport Visa Card or ScotiaGold Passport for business Visa Cards only) ScotiaGold Passport Visa Card accounts or ScotiaGold Passport for <i>business</i> Visa Card accounts can earn 5% in cash back (the “Cash Back Rebate”) on the amount of travel purchases made on their Program Card Account if:</p> <ol style="list-style-type: none"> <li>1. the travel purchase is made through Scene+ Travel; and</li> <li>2. the entire amount of the travel purchase is charged to the ScotiaGold Passport Visa Card account or ScotiaGold Passport for business Visa Card account.</li> </ol> <p>Eligible purchases that can earn the Cash Back Rebate are limited to: airline tickets, car rentals and hotels booked through Scene+ Travel.</p> <p>When using a combination of Scene+ Points and a ScotiaGold Passport or ScotiaGold Passport for business Visa Card to redeem points for a travel purchase through the Scene+ Travel Service, the Cash Back Rebate is applicable only to the portion of the travel purchase that is charged to the ScotiaGold Passport Visa Card or the ScotiaGold Passport for business Visa Card accounts, not any amount of the travel purchase for which a Scene+ Points redemption is applied.</p> <p>A Cash Back Rebate can take up to 6 weeks post travel to be posted to your Program Card Account.</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 Visa Cardmembers**

Scotiabank reserves the right to modify, terminate, suspend, extend or otherwise change (the “**Terms and Conditions Change**”) all or any of these Additional Terms and Conditions for Scotiabank Visa 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 on any website that Scotiabank uses to post Additional Terms and Conditions for Scotiabank Visa 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 Visa 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 Visa 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 Visa 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 Visa 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 Change, 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.

If you do not exercise your right to close or cancel your Program Card and Program Card Account (or if you keep a balance in that Program Card Account) in the period set out above, you are deemed to have agreed to the terms and conditions, as modified.

**Termination Notice:** In the event we terminate these Additional Terms and Conditions for Scotiabank Visa 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.
<b>Disclaimers</b>	<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), your disclosure statement that we provided with your Program Card, and the <a href="#">Scotiabank Privacy Agreement</a>. 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 Visa 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 Visa 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 Visa Cardmembers.</p> <p>These Additional Terms and Conditions for Scotiabank Visa 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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All other trademarks or brand names are the property of their respective owners.

## 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 Scene+ Program Terms and Conditions and Scene+ Privacy Policy, 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> <p><b>Other Definitions that you should know:</b></p> <p>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.</p> <p><b>American Express network:</b> The American Express payment card network that is associated with your Program Card under these Additional Terms and Conditions for Scotiabank American Express Cardmembers.</p> <p><b>Co-Borrower or Secondary Scene+ Cardmember:</b> 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.</p> <p><b>Good Standing:</b> 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.</p> <p><b>Program Card Account:</b> The Scotiabank credit card account that is linked to the Program Card. This includes a retail or small business Scotiabank credit card account.</p>
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	<p><b>Primary Scene+ Cardmember or Primary Cardmember:</b> 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.</p> <p><b>Scene+ Cardmember or Cardmember:</b> 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.</p> <p><b>Scene+ Scotiabank Cardmember:</b> The individual in whose name a Scene+ Scotiabank Product has been issued to by Scotiabank, excluding any Supplementary Cardmember.</p> <p><b>Supplementary Cardmember:</b> 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”.</p> <p><b>your name:</b> 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>
<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>
<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><b>1.1 Scotiabank American Express Card</b>  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><b>1.2 Scotiabank Gold American Express Card</b>  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><b>1.3 Spend Threshold for the Accelerated Earn Rate (Scotiabank Gold American Express Card and Scotiabank American Express Card only):</b>  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>

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.

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.

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.



**Redeeming Scene+ Points**

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.

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.

1.1 Redeeming for Non-Travel: Refer to the [Scene+ Program Terms and Conditions](#).

1.2 Redeeming for Scene+ Travel: Refer to the [Additional Terms and Conditions for Scene+ Travel](#).

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 **“Other Travel Suppliers”**). These types of purchases at Other Travel Suppliers are called **“Apply Points to Travel”** redemptions. Scene+ Points are redeemable towards Apply Points to Travel redemptions you have previously made using your Program Card.

To redeem Scene+ Points toward an Apply Points to Travel at Other Travel Suppliers, the purchase must first appear on the Program Card Account.

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.

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 & 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.

The Apply Points to Travel redemption can include related taxes, booking fees, airport fees and travel insurance premiums relating to your travel purchase.

You must redeem Scene+ Points **within 12 months** 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.

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="http://scotiabank.com">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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## ADDITIONAL TERMS AND CONDITONS FOR SCOTIABANK DEBIT CARDMEMBERS

<p><b>Overview</b></p>	<p>These “<b>Additional Terms and Conditions for Scotiabank Debit Cardmembers</b>” are established by Scotiabank.</p> <p>These Additional Terms and Conditions for Scotiabank Debit Cardmembers apply to the eligible Scotiabank debit cards issued by Scotiabank that are associated with the Scene+ Program (each a “<b>Program Card</b>” or “<b>Card</b>”) and the eligible bank accounts associated with those Program Cards (the “<b>Program Card Accounts</b>”)</p> <p>The Program Card Account are Ultimate Package, Preferred Package, Student Banking Advantage Plan, Getting There Savings Program for Youth, and Private Banking accounts.</p> <p>The Program Cards are Scotiabank Scene+ debit card and Scotiabank Passport debit card.</p> <p>This list of Program Card Accounts and Program Cards may be changed by Scotiabank from time to time without notice.</p> <p>These Additional Terms and Conditions for Scotiabank Debit Cardmembers supplement the <a href="#">Scene+ Program Terms and Conditions</a> and the <a href="#">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 Debit Cardmembers.</p> <p>Please remember to review these Additional Terms and Conditions for Scotiabank Debit Cardmembers the <a href="#">Scene+ Program Terms and Conditions</a>, and the <a href="#">Scene+ Privacy Policy</a> 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>All capitalized terms that appear in these Additional Terms and Conditions for Scotiabank Debit Cardmembers that are not defined in these Additional Terms and Conditions for Scotiabank Debit Cardmembers have the meaning given to such terms in the Scene+ Program Terms and Conditions.</p> <p><b>Currency:</b> All amounts referred to are in Canadian dollars unless otherwise specified (Canadian \$).</p> <p><b>Other Definitions that you should know:</b></p> <p><b>Cardmember or Scene+ Cardmember:</b> An individual to whom a Program Card that earns Scene+ Points has been issued.</p> <p><b>Good Standing:</b> A Program Card Account and associated Program Card(s) are in good standing if the Program Card Account is not overdrawn or, if overdraft protection applies, not overdrawn beyond the overdraft limit, and the Cardmember(s) is not in breach of the account agreement that applies to the Program Card Account.</p>
<p><b>Scene+ Membership Requirements and Use of Personal Information</b></p>	<p>1. Scene+ Membership: If you open a Program Card Account and a Program Card is issued to you, these Additional Terms and Conditions for Scotiabank Debit 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 Account opening.</p> <p>1.2 Individuals who have an existing Scene+ Account will maintain the same Scene+ Membership number, where possible, at the time of opening of the Program Card Account 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 Program 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 the purposes of your Program Card under these Additional Terms and Conditions for Scotiabank Debit Cardmembers, the information you have provided to Scotiabank for your Program Card Account will be used by Scotiabank for notices and other communications as described in your agreements that apply to your Program Card with us and the Scotiabank Privacy Agreement.</p> <p>3. Keeping your Contact Information Up to Date for your Scotiabank Program Card Account: You shall be responsible for promptly advising Scotiabank of any change to your name, mailing address, email address or any other required membership enrollment data to ensure that such information remains up to date. We will provide notices or other communications based on the information that you last provided to us for our records.</p>
<p><b>Earning Scene+ Points</b></p>	<p>1. General: You are awarded <b>one (1) Scene+ Point</b> for every <b>\$5.00</b> in purchases of goods and services made with a Program Card from a Program Card Account, provided that each such purchase is for a minimum of \$2.50.<sup>†</sup></p> <p>You are awarded one <b>(1) Scene+ Point</b> for every <b>\$1.00</b> in purchases of goods and services made using a Program Card at Cineplex theaters and online at cineplex.com<sup>†</sup>.</p> <p><sup>†</sup> Maximum Points that can be earned per transaction is 300. Maximum daily Points that can be earned is 600.</p> <p>Scene+ Points are earned only for purchases charged to the Program Card Account using a Program Card. Scene+ Points are not awarded for balance transfers, cheque payments, wire transfers, foreign currency conversion, money orders, gaming chips, returns, refunds or other similar credits, payments, fees, interest, or other charges.</p> <p>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. 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. Scene+ Points will not be added to Scene+ Account that is not open at the time of posting.</p>

2. 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 Debit Cardmembers as determined by Scotiabank will be applied to your Scene+ Account. 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.

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 Debit Cardmembers (the “**Additional Offers**”) that you will be notified about or that we will provide to Cardmembers from time to time as part of these Additional Terms and Conditions for Scotiabank Debit Cardmembers. We will provide you with any additional terms and conditions that apply to those Additional Offers when they are available.

3. Checking your Scene+ Points Balance: Cardmembers can check their Scene+ Points balance by logging into Scotia Online, Scotiabank mobile app, Scene+ mobile app or the Program Site where Scene+ Points balances are updated daily.

4. 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 for a Program Card will not be posted to the Scene+ Account if the Program Card Account is not in Good Standing or if the Program Card Account is not open at the time of posting to that Scene+ Account.



<p><b>Redeeming Scene+ Points</b></p>	<p>Scene+ Points can only be redeemed as set out in these Additional Terms and Conditions for Scotiabank Debit Cardmembers and under the Scene+ Program.</p> <p>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.</p> <p>Scene+ Scotiabank Cardmembers who redeem Scene+ Points are responsible for any applicable taxes associated with their redemption.</p> <p>1.1 Redeeming for Non-Travel: Refer to the <a href="#">Scene+ Program Terms and Conditions</a>.</p> <p>1.2 Redeeming for Scene+ Travel: Refer to the <a href="#">Additional Terms and Conditions for Scene+ Travel</a>.</p> <p>1.3 Apply Points to Travel (applicable to Scene+ Scotiabank Products): You 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> redemption(s).</p> <p>Scene+ Points are redeemable towards Apply Points to Travel redemption(s) you have previously made using your Program Card Account. To redeem Scene+ Points toward an Apply Points to Travel at Other Travel Suppliers, the purchase must first appear on the Program Card Account. Scene+ Cardmembers can then redeem Scene+ Points towards the amount of the Apply Points to Travel redemptions, charged to the Program Card Account through 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 the payment network with the Merchant Category Codes (<b>“MCCs”</b>) or identifiers: 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 MCCs identifiers and categories are subject to change.</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 within 12 months 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 Scene+ Points) to appear as a deposit on your Program Card Account. Scene+ Points redeemed for an Apply 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.</p> <p>The value of the Scene+ Points redeemed cannot exceed the amount of the Apply Points to Travel redemption charged to your Program Card Account.</p> <p>The minimum Scene+ Points redemption towards an Apply Points to Travel redemption is 5,000 Scene+ Points.</p> <p>If the Program Card Account is closed, you will not be able to redeem any Scene+ Points for an Apply Points to Travel redemption.</p>
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	<p>1.4 Points for Credit: A Cardmember can redeem Scene+ Points for Credit that will be deposited to the Program Card Account. Your Program Card Account must be open at the time the deposit is made to the Program Card Account. These types of redemptions are called “<b>Points for Credit</b>”.</p> <p>It may take up to 2-3 business days, following a request to redeem Scene+ Points for Credit, for the deposit to appear on the Program Card Account. Once the request to redeem Scene+ Points for Credit has been submitted, you cannot cancel the request and no changes can be made.</p> <p>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.</p>
<p><b>Transferring Scene+ Points</b></p>	<p>Scene+ Points Transfer on Death or Separation/Divorce</p> <p>In the event of the death of a Scene+ Cardmember and verification by Scotiabank, see the Scene+ Program Terms and Conditions for how heirs or any other representatives may access Scene+ Points in the Scene+ Account of the Scene+ Cardmember or other terms and conditions that apply to the deceased Cardmember’s Scene+ 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><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, your Scene+ Points accumulated through the Program Card will remain in your Scene+ Account.</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. If your Program Card is lost or stolen, we will replace that Program Card and transfer your Scene+ 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 Debit  
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 Debit 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 Additional Terms and Conditions for Scotiabank Debit Cardmembers are found or on any website that Scotiabank uses to post these Additional Terms and Conditions for Scotiabank Debit 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 Debit Cardmembers or minimum redemptions 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;

	<p>10. The terms of any offers we make available to you under these Additional Terms and Conditions for Scotiabank Debit Cardmembers including any Bonus Points or Additional Offers that are provided to you by us or a third party;</p> <p>11. Any limitation of liability or disclaimer; and</p> <p>12. Any other terms and conditions that are part of these Additional Terms and Conditions for Scotiabank Debit Cardmembers.</p> <p><b><u>For Quebec residents only:</u></b></p> <p>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 Debit Cardmembers, between 60 and 90 days before the Terms and Conditions Change comes into effect. In the event you do not agree with any 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.</p> <p>If you do not exercise your right to close or cancel your Program Card and Program Card Account (or if you keep a balance in that Program Card Account) in the period set out above, you are deemed to have agreed to the terms and conditions, as modified.</p> <p><b><u>Termination Notice:</u></b> In the event we terminate these Additional Terms and Conditions for Scotiabank Debit 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>
<p><b>Disclaimers</b></p>	<p>Your Program Card is subject to the terms of the ScotiaCard Cardholder Agreement that you received with your Program Card and is also available at <a href="http://scotiabank.com">scotiabank.com</a>.</p> <p>If you have a dispute with a merchant that is involved in these Additional Terms and Conditions for Scotiabank Debit 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 Debit Cardmembers.</p> <p>The limitations of liability set forth in the Scene+ Program Terms and Conditions apply to these Additional Terms and Conditions for Scotiabank Debit Cardmembers.</p> <p>These Additional Terms and Conditions for Scotiabank Debit Cardmembers are separate and apart from the account and/or cardholder agreement (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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## ADDITIONAL TERMS AND CONDITIONS FOR REDEMPTIONS THROUGH APPLE AND BEST BUY CATALOGUES

<p><b>Definitions</b></p>	<p>These additional terms and conditions (the “<b>Additional Terms and Conditions for Redemptions Through Apple and Best Buy Catalogues</b>”) below apply when merchandise is redeemed from a retailer (each called an “<b>Online Catalogue</b>” as defined below) through the Scene+ Program.</p> <p>All capitalized terms that appear in these Additional Terms and Conditions for Redemptions Through Apple and Best Buy Catalogues that are not defined in these Additional Terms and Conditions for Redemptions Through Apple and Best Buy Catalogues have the meaning given to such terms in the Scene+ Program Terms and Conditions.</p> <p><b>Apple</b> means Apple, Inc.</p> <p><b>Best Buy</b> means Best Buy Canada Ltd.</p> <p><b>Merchandise Rewards</b> or <b>Rewards</b> means the merchandise and other items that are made available and/or delivered through these Additional Terms and Conditions for Redemptions Through Apple and Best Buy Catalogues by redeeming Scene+ Points.</p> <p><b>Online Catalogue</b> means direct online Apple and Best Buy retailers where a Scene+ Member can redeem merchandise through the Scene+ Program.</p> <p><b>Program Site</b> means the Scene+ Program website (<a href="http://www.sceneplus.ca">www.sceneplus.ca</a>).</p> <p><b>Scene+ Account</b> means the Scene+ Membership account that is opened in the Scene+ Member’s name by Scene LP.</p> <p><b>Scene LP</b> means Scene Limited Partnership organized under the laws of Ontario, operating the Scene+ Program.</p> <p><b>Scene+ Member(s)</b> means the individual(s) whose name is used to open a Scene+ Account.</p> <p><b>Scene+ Point or Points</b> means the loyalty points that are awarded and/or earned under the Scene+ Program.</p> <p><b>you or your</b> means the Scene+ Member unless otherwise expressly specified.</p>
<p><b>General</b></p>	<p>1. You can redeem Scene+ Points for Apple and Best Buy merchandise by logging into the Program Site and clicking on the Online Catalogue pages. In order to redeem you must redeem a minimum of 20% of the item's total value in Scene+ Points. You can use any payment product to pay for the remaining 80%, if needed.</p>

	<p>2. All Rewards are delivered to Canadian street addresses only. Merchandise Rewards will not be delivered to a P.O. Box, U.S. address or International address.</p>
<p><b>Returns and Replacements</b></p>	<p>1. General Returns and Replacement Rules:  Items redeemed from the Online Catalogue are not eligible for returns and you will not be refunded your Scene+ Points and/or a credit to your payment product in connection with any return, unless specified below.  It is important to inspect the delivered item(s) upon receipt to ensure correct item(s) delivered, and for any apparent damage or missing parts.</p> <p>Within thirty (30) days of receipt of delivery of items from Best Buy, and within fourteen (14) days of receipt of delivery of items from Apple if you have received an incorrect or defective item, you can contact Scene LP to initiate a replacement for the same item.</p> <p>In the event that you have received an incorrect or defective item, and a replacement for the same item is not available, then a refund of your Scene+ Points and/or credit to your payment product used for the redemption will be applied, subject to returning items as per section 2 below. Shipping, handling and restocking fees may apply. These fees will be deducted from the amount of the Scene+ Points returned and/or credit applied to your payment product.</p> <p>After thirty (30) days of receipt of delivery of items from Best Buy, and after fourteen (14) days of receipt of delivery of items from Apple no replacement or a refund of your Scene+ Points and/or a credit to your payment product will be permitted.</p> <p>2. Returning Merchandise for a Replacement:</p> <p>2.1. To initiate the replacement process due to an incorrect or defective item delivered, please contact Scene LP by calling 1-866-586-2805 during regular business hours. You will need either your order confirmation notice or shipping confirmation notice available to provide relevant information which includes your order number, item number, and item name. You will need to indicate at this time that you require a replacement due to incorrect or defective item. Providing all the requested information will help to expedite your replacement request.</p> <p>2.2. After contacting Scene LP to initiate the replacement process, a return shipping label will be emailed to you.</p> <p>2.3. For all replacements, the return shipping labels must be used within the time frame designated (usually ten (10) calendar days); once the label expires the item is no longer eligible for replacement.</p> <p>2.4. Each return shipping label is coded for a specific shipment and specific items; please do not include items from other orders, or other items from the same order, in the same box, or you will not receive the correct replacement.</p> <p>2.5. For large items (i.e., refrigerators, large televisions, etc.) which require a scheduled delivery or other items that require a pick-up by a freight carrier, a reference number assigned to that item will be provided by email once available. Additionally, a contact phone number will be included in the email to you for use in contacting the freight carrier to arrange for a local pick-up on an agreed upon date and time range.</p> <p>2.6. Return shipping labels and freight carrier pick-ups are valid only for replacement of items originally shipped to addresses in Canada.</p> <p>2.7. Eligible Scene+ Points will be deposited back into your Scene+ Account and/or a credit will be applied to the payment product used for the redemption within approximately four (4) weeks of the merchandise being received and approved by the supplier; and confirmed by Scene LP. An email notification will be sent to you once the refund of the Scene+ Points has been deposited into the Scene+ Account and/or a credit to the payment product.</p>

3. Exclusions for Replacement:

The following items are ineligible for a replacement:

- 3.1. Hazardous items that are gas-powered or contain flammable liquids
- 3.2. Any product missing the serial number or Universal Product Code (UPC)
- 3.3. Gourmet gift baskets
- 3.4. Opened Memory (i.e. digital memory, memory card, hard drive, USB flash drives, etc.)
- 3.5. Electronic Software/Digital Downloads
- 3.6. Print Products (i.e. books, magazines, Copyright materials, etc.)
- 3.7. Software Up-to-Date Program Products (software updates)
- 3.8. Apple Developer Products (i.e. membership, technical support incidents, WWDC tickets, etc.)
- 3.9. Opened Software

4. Product Specific Replacements from the Best Buy and/or Apple catalogue:

The following table outlines the replacement policy for items in product lines with special restrictions or replacement policies.

4.1. Item(s) redeemed from the Best Buy catalogue: See table below:

Item(s) redeemed from the Best Buy catalogue	
Computer Games	For replacement, these items must be unopened and still in their plastic wrap unless the item is damaged or defective upon opening of the item's packaging.
DVDs	
Electronics	
Music	
Videos	
Video Games	
Software	

	Large Screen TV delivered by freight carrier	Inspect your television carefully for damage while the carrier is still present. If you discover any damage, please refuse delivery and the carrier will remove the television and you will receive a replacement for the same item. Do not sign the carrier's release form unless you have inspected the television for damages. All cabling or additional installation is your responsibility. Your signature on the carrier's delivery receipt acknowledges that you understand the replacement policy. If you accept delivery and later find out that the television is not working properly, please review package enclosures to see if the problem is covered by a manufacturer's in-home service warranty. If you are unable to locate warranty information for a particular model, contact the manufacturer.	
	Outdoor Living Tools & Hardware Kitchen	For replacement, these items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging. For safety reasons, items that use flammable liquids or gases cannot be replaced. Please contact the manufacturer directly for service, warranty, return, and refund information.	
	Apparel	For replacement, these items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging. It must be in its original condition with all tags and packaging intact.	
	Health & Personal Care	For replacement, these items must be unopened and in new condition.	
	Computers	Computers may not be replaced more than fourteen (14) days from the date of delivery in the event of a damaged item.	
4.2. Item(s) redeemed from the Apple catalogue: See table below:			
<b>Item(s) redeemed from the Apple catalogue</b>			
	Apple Products		



		<p>Returns for Apple products are not allowed except as expressly provided below. In the event that a delivered item is damaged, you can coordinate to receive a replacement for the same item within fourteen (14) days of receipt of the original delivery of item(s).</p> <p>You can buy an AppleCare Protection Plan or AppleCare in Apple Stores only within sixty (60) days of your device purchase for your new product.</p> <p>If you are having trouble with your new Apple product, please visit Apple’s Website, an Apple store or contact AppleCare Technical Support before attempting a replacement.</p> <p>Wireless carriers have different service cancellation policies. Returning your iPhone or iPad may not automatically cancel or reset your wireless account; you are responsible for your wireless service agreement and for any applicable fees associated with your wireless account. Please contact your service provider for more information.</p>	
	<p>4.3. If you choose to contact the merchant directly for replacement (for all shipped items) instead of Scene LP:  4.3.1. Scene LP will not be able to provide the necessary assistance and/or support for your replacement(s).  4.3.2. Refund of the Scene+Points and/or a credit to the payment product used for the redemption will not be available when dealing with the merchant directly.</p> <p>4.4. Coordinating your replacement through Scene LP provides a traceable method for replacing damaged, defective or incorrect items. If you choose to work directly with the merchant, it is recommended that you use a traceable courier service provider and insure any items exceeding \$500 in value. Shipping costs including insurance will be at your expense.</p>		
<p><b>Backordered Items</b></p>	<p>The Online Catalogue is a "live" catalogue which means items come in and out of stock in real time. When an item is shown on the Online Catalogue, it is in fact available at that time, but by the time the order is placed with the supplier, it may be out of stock. It is impossible to confirm in advance if or when an item will become out of stock as it is a "live" Online Catalogue. Items which are no longer available or on back order for more than twenty-one (21) days may be cancelled due to unavailability; a full refund of the Scene+ Points and/or a credit to the payment product used for the redemption will be processed for the cancelled item(s).</p>		
<p><b>Order Cancellations</b></p>	<p>An order may be cancelled for a full refund only before the item is shipped or is being prepared for shipment. This cancellation must be initiated through Scene LP during regular business hours. Once an order is cancelled, an email notification will be sent to you and full Scene+ Points will be restored and/or a credit will be processed on the payment product used for the redemption.</p>		

**Customer Support**

If you have additional questions, please contact Scene LP by calling 1-866-586-2805 or contact us through the Program Site for assistance.

## ADDITIONAL TERMS AND CONDITONS FOR SCENE+ TRAVEL

<b>General</b>	<p>These additional terms and conditions apply to Scene+ Travel (also referred to herein as the “<b>Additional Terms and Conditions for Scene+ Travel</b>”). Use of Scene+ Travel is also subject to any terms and conditions of the Scene+ Travel Partner (as defined below) and other travel providers.</p> <p>These Additional Terms and Conditions for Scene+ Travel supplement the <a href="#">Scene+ Program Terms and Conditions</a> and the <a href="#">Scene+ Privacy Policy</a>, each of which is established by Scene LP. Please remember to review these Additional Terms and Conditions for Scene+ Travel, the <a href="#">Scene+ Program Terms and Conditions</a>, and the <a href="#">Scene+ Privacy Policy</a> for information on how Scene LP may collect, use or share your personal information.</p> <p>The Scene+ Travel website (the “<b>Website</b>”) and call center (the “<b>Travel Call Center</b>”) are owned and operated by a third-party travel service provider (the “<b>Scene+ Travel Partner</b>”). The Scene+ Travel Partner may impose additional terms and conditions that apply in addition to these Additional Terms and Conditions for Scene+ Travel when you use the Scene+ Travel service. Please review them carefully.</p> <p>For the purposes of these Additional Terms &amp; Conditions for Scene+ Travel, the term “<b>you</b>” and “<b>your</b>” refer to each, any and all Scene+ Member(s) who request(s), receive(s) or purchase(s) travel and travel related services or related travel benefits (“<b>Scene+ Travel</b>”) by or through the Scene+ Travel Website or Call Center.</p> <p>Acceptance of Terms &amp; Conditions: The use of Scene+ Travel confirms your consent and acceptance, without modification, of the terms, conditions, and notices contained herein.</p> <p>References to “Scene+ Travel” will include the Website and Travel Call Center unless expressly indicated otherwise in these Additional Terms and Conditions for Scene+ Travel.</p> <p>Eligibility: You must be a Scene+ Member to use Scene+ Travel.</p> <p>All capitalized terms that appear in these Additional Terms and Conditions for Scene+ Travel that are not defined in these Additional Terms and Conditions for Scene+ Travel have the meaning given to such terms in the Scene+ Program Terms and Conditions.</p> <p><b>Other Definitions you should know:</b></p> <p><b>Program Card</b> and <b>Program Card Account</b> means the payment product (and associated account) that was issued to you by Scotiabank that is associated with the Scene+ Program. The additional terms and conditions that apply to that payment product were provided to you by Scotiabank and continue to apply to your Program Card and associated Program Card Account (as defined in those additional terms and conditions). Review them carefully if you are using a Program Card in connection with Scene+ Travel.</p> <p><b>Scene+ Points</b> or <b>Points</b> means the loyalty points that are awarded and/or earned under the Scene+ Program.</p>
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<p><b>Servicing options</b></p>	<p>You may request, receive or purchase service through Scene+ Travel in two ways:</p> <ol style="list-style-type: none"> <li>1. Sign onto the Scene+ Program Site or mobile app to book and purchase your travel online through the Website; or</li> <li>2. Call the Travel Call Center at 1-800-419-8586 and speak with a travel consultant to purchase travel services. PLEASE BE ADVISED: If you request and book travel services by phone, a booking fee (disclosed to you at the time of booking) may apply for that travel purchase. You may pay for this service fee using any payment product.</li> </ol>
<p><b>Earning Scene+ Points on Travel</b></p>	<p>You may earn Scene+ Points on the total value of your purchase made using Scene+ Travel, less taxes and fees, whether it was made using Scene+ Points or a payment card (including a Program Card) or a combination of the two.</p> <p>Any Scene+ Points earned on a travel purchase using Scene+ Travel will be applied to your Scene+ Account within 6 weeks after you have completed your itinerary.</p> <ol style="list-style-type: none"> <li>1. Hotels: 3 Scene+ Points per \$1 spent;</li> <li>2. Car Rental: 3 Scene+ Points per \$1 spent</li> </ol> <p>The earn rates on Scene+ Travel may be changed.</p>
<p><b>Booking Travel</b></p>	<ol style="list-style-type: none"> <li>1. Travel booking options: You can book travel by redeeming your Scene+ Points, and/or purchasing travel with any payment product through Scene+ Travel using the following options: <ol style="list-style-type: none"> <li>1.1. Points Only (“<b>Points Only</b>”): This payment option allows you to redeem Scene+ Points for the entire amount of your travel purchase including taxes and fees made through Scene+ Travel;</li> <li>1.2. Points Plus Charge (“<b>Points Plus Charge</b>”): This payment option allows you to redeem Scene+ Points to book travel through Scene+ Travel and charge the outstanding amount of your purchase to your payment product. The value of any Scene+ Points redeemed will be deducted from the total purchase with the difference in the amount of the travel purchase then charged to your payment product.</li> <li>1.3. Payment Product Only (“<b>Charge Only</b>”): This payment option allows you to charge the total value of the travel purchase including taxes and fees made through Scene+ Travel to any payment product.</li> </ol> </li> <li>2. Price or Point Value Changes: Prices displayed on the Scene+ Travel website are in Canadian Dollars, unless otherwise specified. Prices or point values displayed on the website may change during the same session and are not guaranteed until you complete your booking due to an unavoidable delay between the Scene+ Travel Partner and the most current supplier’s price.</li> <li>3. Booking Fees: If you choose to book travel through the Scene+ Travel Call Center, please be advised that at the time of booking you may be charged a booking fee of \$15 (plus applicable taxes) for each airline ticket, stand-alone hotel and car bookings, or a combination of both. You may pay for this service fee with any payment product.</li> <li>4. Changes to a Booking: Any changes to a booking may be subject to a \$50 (plus applicable taxes) administration fee, in addition to any supplier change fees assessed by the supplier. Some suppliers do not permit changes to their product/services and failure to travel as booked for any reason will be subject to 100% cancellation penalty. You may pay for this service fee using any payment product.</li> </ol>

<b>Refunds</b>	No refund will be made for unused travel services or any unused portion of the services. Any changes to your booking are subject to the terms and conditions of the supplier as stated in their brochure or on their website. Suppliers may from time to time change itineraries, locations, or even substitute vessels. These events are beyond the control of the Scene+ Travel Partner and the suppliers and are not subject to compensation or refunds.
<b>Travel Rewards partner terms and conditions</b>	Other terms and conditions apply as determined by the Travel Rewards Partner and set out on the Scene+ Travel website.
<b>Disclaimers</b>	<p>None of Scene LP and its affiliates shall assume any liability whatsoever, including without limitation, liability for any expense, loss, cost, injury, damage, 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 Scene+ Travel (including the Website) including by reason of: (i) the termination or suspension of or amendment to Scene+ Travel in whole or in part; (ii) the addition or deletion of or change to the Scene+ Travel Partner or other features of Scene+ Travel, with or without notice; (iii) your participation in or inability to participate in Scene+ Travel; or (iv) any unauthorized access to your Scene+ Account.</p> <p>For Quebec residents only, the above disclaimer only applies to third parties and not to Scene LP.</p>

## ADDITIONAL TERMS AND CONDITONS FOR EMPIRE

<p><b>Overview</b></p>	<p>These “<b>Additional Terms and Conditions for Empire</b>” are established by Empire. All references to “we” or “us” in these Additional Terms and Conditions for Empire mean Empire unless otherwise expressly indicated.</p> <p>These Additional Terms and Conditions apply to purchases of products and redemption of Scene+ Points at Participating Empire Locations, which currently include the following banners: <i>Needs, Lawtons, Foodland, Foodland Coop, Sobeys and Sobeys Extra</i>. Additional banners may be added from time to time as announced by Empire.</p> <p>These Additional Terms and Conditions for Empire supplement the Scene+ Program Terms and Conditions and the Scene+ Privacy Policy, each of which is established by Scene LP and continue to apply in addition to these Additional Terms and Conditions for Empire.</p> <p>Please remember to review these Additional Terms and Conditions for Empire, the Scene+ Program Terms and Conditions, and the Scene+ Privacy Policy that apply to your participation in the Program. For information on how Empire may collect, use or share your personal information, please see Empire’s Privacy Policy (“<b>Empire’s Privacy Policy</b>”) and see further below under the section “<b>Use of Personal Information by Empire</b>” .</p> <p><b>Currency:</b> All amounts referred to are in Canadian dollars unless otherwise specified (Canadian \$).</p> <p><b>Other Definitions that you should know:</b></p> <p><b>Bonus Points</b> has the meaning described in section 2 in “<b>Earning Scene+ Points</b>” below.</p> <p><b>Eligible Transaction</b> has the meaning described in “<b>Scene+ Eligible Transactions</b>” section below.</p> <p><b>Ineligible Products</b> means the products and services that do not qualify as an Eligible Transaction as described in “<b>Scene+ Eligible Transactions</b>” section below.</p> <p><b>Personalized Digital Offers</b> mean personalized digital offers for eligible products and services that will earn Scene+ Points at Participating Empire Locations.</p> <p>All capitalized terms that appear in these Additional Terms and Conditions for Empire that are not defined in these Additional Terms and Conditions for Empire have the meaning given to such terms in the Scene+ Program Terms and Conditions.</p>
<p><b>Scene+ Membership and Use of Personal Information</b></p>	<p>Use of Personal Information by Empire: As a customer of Empire, when you make purchases at Participating Empire Locations (whether or not you use a Scene+ Card or provide a Scene+ Membership number) or if you provide such personal information to Empire directly such as to participate in contests, or to receive flyers, emails, or other promotions from Empire, the collection, use and disclosure of your personal information is also subject to the Empire Privacy Policy. Please review the Empire Privacy Policy carefully.</p>
<p><b>Scene+ Eligible Transactions</b></p>	<p>Scene+ Points will be earned on purchases you make of certain products and services at Participating Empire Locations when you swipe your Membership Card or provide your Scene+ Account number (“<b>Eligible Transactions</b>”) in accordance with these Additional Terms and Conditions for Empire.</p> <p>To earn Scene+ Points under this section, load the Personalized Digital Offers (described below) onto your Scene+ Account and then purchase the Personalized Digital Offer products or services in an Eligible Transaction. See “<b>Earning Scene+ Points</b>” section that follows for more details.</p>

	<p>Scene+ Points may also be earned by you participating in special in-store promotions offered at Participating Empire Locations from time to time.</p> <p>Purchase of products and services in the following categories are considered Ineligible Products and these Ineligible Products will not earn Scene+ Points on such purchases:</p> <ul style="list-style-type: none"> <li>• Gift cards, Prepaid cards or Coupons</li> <li>• Tobacco products</li> <li>• Lottery <sup>[1]</sup></li> <li>• Gasoline or Fuel</li> <li>• Deposits or levies</li> <li>• Fluid Dairy Products (in Nova Scotia, New Brunswick, Newfoundland and Labrador and Prince Edward Island)</li> <li>• Prescriptions and Prescription services <sup>[2]</sup></li> <li>• Alcohol (in New Brunswick)<sup>[3]</sup></li> <li>• Transit fares</li> <li>• Sales taxes</li> <li>• Voila delivery fees or delivery pass</li> <li>• Western Union, McCafé®/Tim Hortons®/Starbucks® products</li> <li>• Other products and services identified by Empire from time to time</li> </ul> <p>[1] Scene+ Points may be earned at Participating Empire Location convenience store banners in Nova Scotia, New Brunswick, Newfoundland and Labrador and Prince Edward Island.  [2] Scene+ Points may be earned at Participating Empire Location pharmacy banners in Nova Scotia and New Brunswick.  [3] In permitted provinces, Scene+ points may be earned on purchases of alcohol products at Participating Empire Locations. For any transaction that includes an alcohol product the person purchasing such product must (a) be at least of legal age of majority at the time of purchase, and (b) be the individual named on the Scene+ Card or Scene+ Account, as applicable.</p>
<p><b>Earning Scene+ Points; Digital Offers; Promotional Offers; Base Points</b></p>	<p>1. Eligible Transactions and Earn Rates: Below are the specific ways of earning Scene+ Points from Empire in connection with Eligible Transactions:</p> <ul style="list-style-type: none"> <li>• <b>Personalized Digital Offers:</b>  Once you use your Scene+ Membership Card or Scene+ Membership number in connection with an Eligible Transaction purchase at a Participating Empire Location and create a registered profile with Empire or its affiliate banners (an “<b>Empire Banner Account</b>”) that includes a valid Scene+ Membership number you can access Personalized Digital Offers. The Personalized Digital Offers may be sent to you via a weekly offer email, or accessed through our Empire banner App, or through our banner websites.</li> </ul> <p>To earn Scene+ Points, load the Personalized Digital Offers onto your Scene+ Membership Account and then purchase the Personalized Digital Offer products or services in an Eligible Transaction. The Personalized Digital Offer must be loaded to your Scene+ Membership Account before the Eligible Transaction is completed in order for points to be earned or applicable price savings received. The Scene+ Membership Account number that is loaded with Personalized Digital Offers (in connection with your Empire Banner Account) must be the same membership number used at the time of the Eligible Transaction for points to be earned or applicable price savings received. For online Eligible Transaction purchases through Voila by Sobeys, any applicable Scene+ Points will only be applied to your Scene+ Membership Account upon your acceptance of delivery.</p> <p>Personalized Digital Offers cannot be applied retroactively to past purchases. Personalized Digital Offers are non-transferable.</p> <ul style="list-style-type: none"> <li>• <b>Special Offers:</b></li> </ul>

In addition to Personalized Digital Offers, Empire will offer Scene+ bonus points and price savings on products exclusively available to Scene+ Members (“**Promotional Offers**”). Promotional Offers may be advertised in flyers, in-store at Participating Empire Locations, or through other communication channels. Promotional Offers are available to all Scene+ Members, unless otherwise specified. Promotional Offers do not need to be loaded to a Scene+ Membership Account at the time of an Eligible Transaction, unless specified. If a printed or digital coupon is required, the coupon must be presented at time of transaction. Coupons have no cash value and cannot be combined with any other offers. Further restrictions may apply, please see the terms and conditions of each Promotional Offer for applicable details.

- **Pharmacy Offers:**

You are awarded two (2) Scene+ Points for every \$1.00 spent in Eligible Transactions of prescription purchases at Participating Empire Location pharmacies in Nova Scotia and New Brunswick. You can also earn Bonus Points through Promotional Offers on qualifying non-prescription over-the-counter pharmacy products (see Promotional Offers above for details). There is a daily limit per person of 5,000 Scene+ Points that can be earned for prescription purchases. Further restrictions may apply, please see the terms and conditions of each Promotional Offer for applicable details.

- **Needs Banner Offers:**

You are awarded one (1) Scene+ Point for every \$2.00 spent in Eligible Transactions at Needs banner Participating Empire Locations. You can also earn Bonus Points through Promotional Offers. Offer does not apply to fuel purchases. Further restrictions may apply, please see the terms and conditions of each Promotional Offer for applicable details.

2. Bonus Scene+ Points: Empire 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 Empire will be applied to the Member’s Scene+ Account. These offers may also be available with third parties that are authorized by Empire to provide these offers to you. Empire 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 Empire continue to apply to Bonus Points.

3. 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 Empire or other third parties including the third parties that are part of these Additional Terms and Conditions for Empire (the “**Additional Offers**”) that you will be notified about or that we will provide to Empire customers from time to time as part of these Additional Terms and Conditions for Empire. 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 Empire continue to apply to Additional Offers.

4. Checking your Scene+ Points Balance: Empire customers can see their account balance in the following places within our channels:

(a) On receipt following a purchase at a Participating Empire Location. Your Scene+ Points balance may be printed on receipts after each transaction at a Participating Empire Location, or you can request a printed balance from a cashier at a Participating Empire Location without purchase. The total printed on receipt reflects your starting balance at the beginning of the transaction and does not reflect points earned or redeemed.

(b) Through our Empire Banner Apps. You can view your Scene+ Points balance in any of our Empire Banner Apps if you have signed in with an Empire Banner Account that includes a linked Scene+ Membership number.

(c) Through Empire Banner Websites. You can view your Scene+ Points balance through our Empire Banner Websites by following the links to the applicable reward page if you have signed in with an Empire Banner Account that includes a linked Scene+ membership number.

In the event of a discrepancy between the Scene+ Points on your receipt or any other source and the information provided on the Program Site or Empire Banner Account, 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.



**Redeeming Scene+ Points**

Scene+ Points can only be redeemed at Participating Empire Locations as set out in these Additional Terms and Conditions for Empire and under the Scene+ Program Terms and Conditions.

You will not be able to redeem Scene+ Points to apply towards payment for purchases until you have fully enrolled as a Scene+ Member in the Program by completing your profile on [sceneplus.ca](http://sceneplus.ca) including if you only have an Unregistered Card.

1. Redemption towards Eligible Transactions: Scene+ Points may be redeemed to pay (or partially pay) for the purchase of products and services in Eligible Transactions. Members who redeem Scene+ Points are responsible for any applicable taxes associated with their redemption.

2. Minimum and Maximum Points for Redemption at Participating Empire Locations: Scene+ Points must be redeemed in increments of 1,000 at any Participating Empire Location. Each increment of 1,000 Scene+ Points is worth \$10 towards payment in an Eligible Transaction at Participating Empire Locations (see below). The maximum number of Scene+ Points that can be redeemed per Eligible Transaction per Member is 50,000 Scene+ Points (worth \$500). Members must have the minimum required points balance available in the Member's Scene+ Account before the time of the Eligible Transaction in order to use any points towards redemption. We may change the minimum or maximum redemption amounts or redemption increments at any time, in accordance with these Additional Terms and Conditions for Empire.

For Example:

- Redeeming 1,000 points = \$10 off (minimum)
- Redeeming 2,000 points = \$20 off
- Redeeming 3,000 points = \$30 off
- Redeeming 4,000 points = \$40 off
- Redeeming 5,000 points = \$50 off
- [...]
- Redeeming 10,000 points = \$100 off
- Redeeming 11,000 points = \$110 off
- [...]
- Redeeming 50,000 points = \$500 off (maximum)

3. Restrictions: Scene+ Points cannot be redeemed for payment towards the purchase of Ineligible Products (see Scene+ Eligible Transactions section above). Additionally, Scene+ Points cannot be redeemed for payment towards the following: bill payments, service fees, transit fares, postal products and services, third party products, or any other products or services that we may specify from time to time or where prohibited by law. We may permit you from time to time to earn or redeem Scene+ Points in certain jurisdictions for some of the products and services referenced above including but not limited to on a time-limited, promotional basis or otherwise, where permitted by law.

4. Other Redemption Rules. The number of points you are permitted to redeem in a single transaction cannot exceed the transaction total (before tax) and is limited to the next closest whole 1,000 point increment below the Eligible Transaction total. For example, if your Eligible Transaction total is \$46, you cannot redeem 5,000 Scene+ Points (\$50) as part of

	<p>the transaction, since the point increment value exceeds the transaction total. In this case you can choose to redeem 4,000 Scene+ Points (\$40) for the Eligible Transaction, where you will be responsible for paying the remaining balance (i.e., \$6) in cash or by another accepted payment method.</p>
<p><b>Changes to these Additional Terms and Conditions for Empire</b></p>	<p>Empire reserves the right to modify, terminate, suspend, extend or otherwise change (the “<b>Terms and Conditions Change</b>”) all or any of these Additional Terms and Conditions for Empire by giving 30 days’ notice (including post notice unless prior notice is required by law) to the Scene+ Member 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 on any website that Empire or Scene LP uses to post Additional Terms and Conditions for Empire or any other means by which we may permit and notify you of.</p> <p>If you complete an Eligible Transaction or redemption after the effective Terms and Conditions Change has been made, you are deemed to have agreed to the terms and conditions, as modified.</p> <p>The Terms and Conditions Change can include any of the following:</p> <ol style="list-style-type: none"> <li>1. The amount of Scene+ Points earned or redeemed through these Additional Terms and Conditions for Empire or minimum redemption levels for such Scene+ Points;</li> <li>2. The availability or suspension of point redemption at Participating Empire Locations;</li> <li>3. The value of Scene+ Points and types of Scene+ Points or other rewards you can earn at Participating Empire Locations;</li> <li>4. What you can or cannot redeem Scene+ Points for at Participating Empire Locations;</li> <li>5. When you can transfer Scene+ Points including to whom at Participating Empire Locations;</li> <li>6. The length of time available to redeem Scene+ Points at Participating Empire Locations;</li> <li>7. The eligible transactions that can earn or redeem Scene+ Points at Participating Empire Locations;</li> <li>8. The circumstances in which Scene+ Points may be deducted (or cancelled) from your Scene+ Account relating to Scene+ Points earned or redeemed at Participating Empire Locations;</li> <li>9. Any fees or charges that apply including administration fees;</li> <li>10. The terms of any offers we make available to you under these Additional Terms and Conditions for Empire including any Bonus Points, Additional Offers or Special Offers that are provided to you by us or a third party;</li> <li>11. The locations that are part of the Participating Empire Locations and including the banners thereunder;</li> <li>12. Any limitation of liability or disclaimer; and</li> <li>13. Any other terms and conditions that are part of these Additional Terms and Conditions for Empire.</li> </ol> <p>Termination Notice: In the event we terminate these Additional Terms and Conditions for Empire, you 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 your Scene+ membership will continue to be available in your Scene+ Membership Account.</p>

<b>Disclaimers</b>	The limitations of liability set forth in the Scene+ Program Terms and Conditions apply to these Additional Terms and Conditions for Empire.
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