

Public Mobile Rewards Terms and Conditions

Program Overview

Public Mobile offers a reward program called Public Points™ (the “Reward Program”). To be eligible for the Reward Program, you must be an active Public Mobile customer and registered for the Reward Program. Only customers subscribed to a Public Mobile rate plan introduced after January 26, 2015 are eligible for the Reward Program.

These Terms and Conditions as amended from time to time (the “Agreement”) govern the Program and your participation in the Program. You agree to comply with the Terms and Conditions of this Agreement. As you read through this Agreement, please note that: “us”, “our” and “Public” refer to Public Mobile; and “you” and “your” refer to you the participant in the Program.

Customers must accept Terms and Conditions in order to register for the Reward Program and access your rewards account.

Definition

In addition to the words defined throughout this Agreement, the following definitions apply.

01. **“Account in Good Standing”** means that none of your Eligible Service accounts are in collections or under suspended service status.
02. **“Catalogue”** means the Program catalogue which displays currently available Rewards, and the amount of Points required for those Rewards, all as determined by Public Mobile from time to time in its sole discretion.
03. **“Points”** means points that can be earned, issued and redeemed through the Program.
04. **“Rewards”** means eligible goods and services available in exchange for Points and displayed in the Catalogue.
05. **“Rewards Account”** means the online account linked from My Account, in your individual name to record your activity in the Program including the accumulation and redemption of Points.

Program Eligibility

Public Points™ is available to individuals who are or become customers on and after January 25, 2022. To be eligible to earn Rewards, you must have:

01. A Rewards-eligible plan: all in-market plans as of January 27, 2015, with the exception of 10-day plans, are eligible for Rewards. Plans offered between May 9, 2014 and January 26, 2015 are not eligible.
02. An active account: your account must be active and in good standing to earn and redeem Points and use Rewards. It cannot be in a suspended or deactivated status. For example: if you earn Rewards and immediately go into a suspended state because of a late payment, you will not be able to use your Rewards until you have made that payment.
03. Your Community account must use the same email address as your [My Account](#) in order to receive Community-related rewards. If your [My Account](#) and Community email addresses are not the same, learn how to update your Community email address [here](#).

Program Enrolment

Enrolment in the Program means your Rewards Account will automatically be created. It is your responsibility to verify the Points when they are posted to your Rewards Account and notify us promptly of any errors. In the event that we confirm that there is in fact an error, our only responsibility is to correct the error. To ensure that you have time to verify the Points balance in your Rewards Account is correct, Public Mobile gives you thirty (30) days from the date the Points are applied to your Rewards Account to review your balance and contact Public Mobile with any dispute. After the thirty (30) days, the Points balance appearing in your Rewards Account is deemed to be valid. However, Public Mobile reserves the right to adjust the Points balance if Public Mobile has improperly credited

Public Mobile Rewards Terms and Conditions

Points to your Rewards Account. Our records of Points earned and redeemed will be final, conclusive and binding on you. Public Mobile may audit your Rewards Account to determine your compliance with this Agreement.

You are responsible for your Rewards Account and for the activities occurring in and related to your Rewards Account, no matter if those activities are yours or not. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods that you use to access [My Account](#) as it is tied to your Rewards Account. Public Mobile is not responsible for any loss arising from unauthorized use of your Rewards Account or your failure to comply with these provisions.

You are solely responsible for ensuring and maintaining the accuracy of your personal information related to your Rewards Account. As such, you must advise Public Mobile immediately of any change to your contact information (including your email address, address or phone number(s)) on [My Account](#).

By enrolling in the Program, you consent to receive Program newsletters as well as other communications about the Program, including without limitation special offers and rewards.

From time to time, Public Mobile may add possible ways to earn Points, offer additional Points, Points-earning accelerators, bonuses or promotional offers (collectively "Offer"). Each Offer will be conditional upon you satisfying the conditions set out in the applicable Offer, and subject to the Terms and Conditions of this Agreement and any additional Terms and Conditions associated with the applicable Offer.

Your Points have no cash value, and may not be redeemed for cash, merchandise, or any other benefit except benefits under the Program. There is no cash surrender value for unused Points, and you have no property rights or other legal interests in Points. Points are personal and cannot be assigned, traded, willed, or otherwise transferred without the prior written consent of Public Mobile. Any attempt to assign, trade, will or otherwise transfer your Points without the prior written consent of Public Mobile, may in the discretion of Public Mobile result in the cancellation of your Points and the closure of your Rewards Account.

In the event of a return or exchange of any purchase for which Points were earned, Points will be deducted automatically from your Rewards Account. Your Points balance will be reduced by the equivalent number of Points issued for the returned or exchanged item on the original transaction.

Points Redemption

Points must be redeemed during the operation of the Program for Rewards offered through the Catalogue and we reserve the right to change, amend or update the Catalogue at any time in our sole discretion, except for the Rewards that are specifically disclosed to be limited in time or in both time and quantity.

Points can only be redeemed if: (a) you are eligible for the Program and have a valid Rewards account (b) you have an Account in Good Standing; and (c) the required Point redemption level is acquired and posted to your Rewards Account prior to the redemption transaction. Your Points balance will be reduced by the number of Points required to acquire the desired Reward. Unredeemed Points plus any future Points earned, will remain in your Rewards Account and can be applied to subsequent transactions as long as you are eligible for the Program. You may be asked to authenticate your identity when redeeming Points to protect the integrity of your Rewards Account. If you cannot authenticate your identity, then you will not be able to redeem your Points.

Points cannot be refunded and Rewards cannot be returned or exchanged under any circumstances, except as determined by Public Mobile in its sole discretion. Certain Rewards may have an expiry date or additional Terms and Conditions associated with such Rewards, which in each case will be detailed in the Catalogue entry or set out in other materials associated with the redemption of such Rewards.

You are responsible for any tax liability arising from your participation in the Program including the redemption of Points for Rewards. You will be responsible for the reporting of any income tax benefits and the payment of any taxes arising from the redemption of Points for Rewards.

Public Mobile Rewards Terms and Conditions

Points Availability

You must be eligible for the Program and have active Rewards Account in order to be able to earn and/or redeem Points. Should you stop being eligible for the Program, your points will expire ninety (90) days after the date at which you stopped being eligible for the Program.

Program Changes, Suspension And Termination

Public Mobile may at any time, (a) on thirty (30) days' written prior notice to you amend or change non-essential elements of the Program; (b) on a 60-90 days' written prior notice to you amend or change essential elements of the Program, including the eligibility conditions and the ways to earn Points; or (c) on sixty (60) days' written prior notice to you terminate the Program.

Public Mobile may immediately, without notice to you, (a) suspend or terminate your participation in the Program, or (b) cancel your Rewards Account and Points, in each case upon becoming aware of: (i) any fraud or abuse committed by you relating to the Program, (ii) any misrepresentation of information provided by you as a participant in the Program, or (iii) your failure to follow the Terms and Conditions of this Agreement, any other Terms and Conditions referenced in this Agreement, or the Terms and Conditions of any Public Mobile Service agreement(s).

All decisions regarding the interpretation of the Terms and Conditions of this Agreement and the administration of the Program, and any disputes arising therefrom, will be resolved by Public Mobile in its sole discretion.

The warranty disclaimers section, the limitation of liability section and the indemnification section, will in each case survive any termination of this Agreement.

Privacy

Public Mobile will protect with appropriate security safeguards all personal information collected about you or from you in connection with the Program, such as, but not restricted to: name, address, phone number(s), billing account number and total monthly spend on Public Mobile Service(s) ("Personal Information"). You agree that any Personal Information and other information you provide to us in connection with the Program (including your Rewards Account) is up-to-date and accurate, and to notify us of any change to such information.

By participating in the Program you consent to Public Mobile collecting, using and storing your Personal Information for one or more of the following purposes: (a) to set up and administer the Program including ongoing management of your Rewards Account, including to record Points and to update Point balances; (b) to process Point redemptions and issue Rewards; (c) to allow you to participate in promotions and contests; (d) to communicate with you and to deliver a Program e-newsletter; (e) to understand your needs and preferences; (f) to market and promote Public Mobile products and services; and (g) to provide you with special offers from Public Mobile and our reward partners.

Public Mobile will retain your Personal Information for as long as is necessary to: (a) fulfill any of the purposes set out in this Agreement, or (b) comply with law, regulatory requests and orders issued by a court of competent jurisdiction.

Public Mobile will only use Personal Information in accordance with the purposes specified in this Agreement and the Public Mobile's Privacy Commitment. For more information about Public Mobile's Privacy Commitment, and information about how Public Mobile may collect, use, store or share your Personal Information or your right to opt out of receiving marketing communications from Public Mobile, please go to publicmobile.ca/privacy-policy.

Intellectual Property

All trademarks, copyright, brand concepts, names, logos and designs used in connection with the Program are intellectual property assets, registered or otherwise, of, or used under license by, Public Mobile or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of Public Mobile.

Public Mobile Rewards Terms and Conditions

Warranty Disclaimers

Public Mobile makes no warranty of any kind regarding the Program, which is provided on an “as is” and “as available” basis. Public Mobile expressly disclaims any representation or warranty that the Program will be error-free. Public Mobile further disclaims any warranty as to the accuracy, completeness and timeliness of any content or information distributed with respect to the Program. To the fullest extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the Program.

Public Mobile is not responsible for damages arising out of your act, default, neglect or omission related to your participation in the Program.

Limitation Of Liability

To the fullest extent permitted by law, Public Mobile and its affiliates, partners, suppliers and licensors will not be liable to you or to any other person for any damages or expenses (including loss of profits, loss of earnings, loss of business opportunities, loss of data, economic loss or other similar loss, or punitive damages) arising out of or in connection with your participation in the Program, whether caused by negligence or otherwise, and whether claimed in contract, tort or otherwise.

Public Mobile assumes no liability to you whatsoever, including without limitation, liability by reason of the termination of or amendment to the Program in whole or in part, limitations on the use of the Points earned or any change to Reward levels.

Public Mobile is not liable for the product or delivery of service of any third party.

In no event will Public Mobile’s liability with respect to Points, including liability for negligence or breach of contract, be greater than the Points accumulated in your Rewards Account at the time the dispute arose.

Indemnification

If any person makes a claim against Public Mobile in connection with: (a) your participation in the Program, (b) activities related to your Rewards Account, or (c) your acceptance, possession, use or misuse of any Rewards, in each case you will indemnify Public Mobile and its affiliates against any loss or expense that Public Mobile may incur, including any judgment made against us.

Notification Procedures And Changes To This Agreement

Public Mobile reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices via email to the address specified on your Rewards Account.

Other Details

To contact us regarding the Program, please visit us online at www.publicmobile.ca

Except as expressly stated herein, this Agreement constitutes the entire agreement between you and Public Mobile with respect to the Program. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will continue to be valid and enforceable. Our failure to enforce strict performance of any provision of this Agreement does not mean Public Mobile has waived any provision or right.