

## **WALMART REWARD DOLLARS PROGRAM TERMS AND CONDITIONS**

These terms and conditions apply to the Walmart Reward Dollars Program (the “**Program**”). You may earn Walmart Reward Dollars™ based on your spending on your Walmart Rewards Mastercard, Walmart Rewards World Mastercard or any other payment card that We may designate from time to time in accordance with these terms and conditions. These terms and conditions replace any previous terms and conditions provided to You with respect to the Program. By signing, activating, or using your Card, you are accepting these terms and conditions.

### **Definitions**

Unless otherwise defined below, all capitalized terms have the meanings given to them in your Cardholder Agreement.

“**Account**” means your Walmart Rewards Mastercard account, Walmart Rewards World Mastercard account or any other payment card account that We may designate from time to time.

“**Card**” means a Walmart Rewards Mastercard credit card, Walmart Rewards World Mastercard credit card or any other payment card that We may designate from time to time, as applicable, issued by Us to a Cardholder under your Account. Card also means any technology or access device connected to an Account.

“**Cardholder**” means the Primary Cardholder and any Supplemental Cardholder.

“**Cardholder Agreement**” means your Walmart Rewards Mastercard Cardholder Agreement.

“**Good Standing**” means that You are not in default of any of the terms or conditions of the Cardholder Agreement, or of these Program terms and conditions and that your Account has not been suspended, cancelled, or closed.

“**Primary Cardholder**” means the person who applied for the Card and in whose name the Account has been opened.

“**Purchases**” means purchases of goods or services charged to a Card and excludes premiums for credit card balance insurance or for insurance or extended warranties on items purchased with a Card, premiums for other Walmart branded insurance products, Cash Advances, credit adjustments, interest, fees, and other charges.

“**Supplemental Cardholder**” means the person to whom a Card has been issued under the Account at the request and authorization of the Primary Cardholder.

“**We**”, “**our**” or “**us**” means Fairstone Bank of Canada.

“**You**” or “**your**” means the Primary Cardholder under the Cardholder Agreement.

“**Walmart Rewards**” or “**Walmart Reward Dollars**” means the rewards earned and/or redeemed as part of the Program that can be used to pay for Purchases online at Walmart.ca and at Walmart retail

locations in Canada.

### **Eligibility**

Provided your Account is in Good Standing, the Program is automatically available to You. Access to your Walmart Reward Dollars is provided through your Card. You cannot earn or redeem Walmart Reward Dollars (i) if your Account is not in Good Standing; and/or (ii) after the date your Account is closed. In addition, Walmart Reward Dollars cannot be earned after the date the Program is terminated.

### **Earning Walmart Reward Dollars**

#### Walmart Rewards Mastercard

Subject to these terms and conditions, you will earn 1% in Walmart Reward Dollars and an additional .25% in Walmart Reward Dollars for every dollar spent on Purchases (excluding purchases of prescription drugs) charged to a Card at Walmart retail locations in Canada or online at Walmart.ca.

#### Walmart Rewards World Mastercard

Subject to these terms and conditions, you will earn 1% in Walmart Reward Dollars for every dollar spent on Purchases charged to a Card at Walmart retail locations in Canada or online at Walmart.ca and:

- an additional .25% in Walmart Reward Dollars for every dollar spent on Purchases (excluding purchases of prescription drugs) charged to a Card at Walmart retail locations in Canada.
- an additional 2% in Walmart Reward Dollars for every dollar spent on Purchases charged to a Card online at walmart.ca.

an additional .25% in Walmart Reward Dollars for every dollar spent on eligible Purchases charged to a Card at automatic gas pumps and gas stations worldwide, including gas station stores and excluding Purchases from independent merchants that operate within a gas station or gas station store.

We calculate Walmart Reward Dollars based on the aggregate amount of your Purchases, before tax, credits, and adjustments. Walmart Reward Dollars may be deducted from your Account and from future earned Walmart Reward Dollars when credit transactions or adjustments that are posted to your Account are not offset by Walmart Reward Dollars earned on new Purchases. Walmart Reward Dollars for Purchases are rounded down to the nearest one cent increment and any remaining amounts will be disregarded and will not be accumulated or included in the calculation of your Walmart Reward Dollars. Walmart Reward Dollars have no cash value, do not constitute your property for any purpose, and cannot be sold, transferred, or encumbered in any way.

Walmart Reward Dollars are earned once a Purchase transaction has been posted to the Account and typically available the next business day. For Purchases which are not made on a regular banking day, there may be a short delay in your Account being credited with your Walmart Reward Dollars.

When any Cardholder returns anything purchased using the Card, there will be a deduction of your Walmart Reward Dollars by the equivalent amount of the Walmart Reward Dollars originally received on the Purchase. From time to time, additional Walmart Reward Dollars may be awarded in connection with special promotions that may be offered by us. These promotions will be subject to these terms and conditions and to the terms and conditions that accompany any such promotion.

### **Redemption and Use of Walmart Reward Dollars**

Walmart Reward Dollars may be redeemed by the Primary Cardholder and by any Supplemental Cardholder on the Account. We will treat any Walmart Reward Dollars redeemed by a Supplemental Cardholder as having been redeemed with your knowledge and authorization. Walmart Reward Dollars that You or any Supplemental Cardholder redeems, will be deducted from the Walmart Reward Dollars balance on your Account at the time that they are redeemed. Walmart Reward Dollars can only be redeemed at participating Walmart retail locations in Canada and online at Walmart.ca for payment (or partial payment) of goods and services. Walmart Reward Dollars cannot be redeemed for cash and cannot be redeemed for more than the equivalent dollar value of your Purchase. To redeem Walmart Reward Dollars, the Cardholder must redeem a minimum of \$5.00 worth of Walmart Reward Dollars. That means that the total Purchase amount must be at least \$5.00 before taxes. If You or a Supplemental Cardholder wishes to redeem more than \$5.00 worth of Walmart Reward Dollars, you must do so in \$5.00 increments. To redeem Walmart Reward Dollars at a Walmart retail location, you will need to present your Card in person and have it swiped at the point of sale at the time of purchase. Because You can only redeem Walmart Reward Dollars by having your Card swiped, redemptions are not allowed if You do not have your Card with You. To redeem Walmart Reward Dollars online on Walmart.ca You must sign-in to your Walmart.ca account and have your Card registered as a payment method.

Examples of how Walmart Reward Dollars redemption rules operate:

*Rewards Example #1 - Redemption Allowed*

*Your total purchase amount of groceries comes to \$72.35 and You have \$63.77 of Walmart Reward Dollars accumulated on your Account. Assuming your Account is in Good Standing, you can redeem your Walmart Reward Dollars for a total value of \$60 of the purchase amount of \$72.35, as \$60 is the next lowest \$5.00 increment below the purchase amount. You will be required to use another form of payment for the remaining \$12.35.*

*Rewards Example #2 - Redemption Not Allowed – Minimum Threshold*

*Your total purchase amount of groceries comes to \$4.45 (before tax). Even if You have accumulated Walmart Reward Dollars on your Account, redemption of your Walmart Reward Dollars will not be allowed as the purchase amount is below the minimum rewards redemption threshold of \$5.00 before taxes.*

*Rewards Example #3 - Redemption Not Allowed – Card not in Good Standing*

*Your total purchase amount of groceries comes to \$25.85. Although You have enough Walmart Reward Dollars accumulated on the Account to redeem for this purchase, your Account is not in Good Standing. Your redemption will not be allowed.*

Walmart Reward Dollars may not be redeemed towards payment of your Account. In addition, Walmart Reward Dollars may not be redeemed against: (i) the purchase of tobacco, lottery tickets, alcohol and prescription medication; (ii) money transfer services and certain other independent merchants or licensees that may be located within Walmart retail locations; (iii) cash and cash equivalent transactions (such as balance transfers and cash advances); (iv) any other products or services that may not be legally offered in connection with the Program; and (v) such other products or services that We may determine at any time in our sole discretion to be ineligible for redemption.

In addition, the use and acceptance of Walmart Reward Dollars may be subject to limitations set by Us

from time to time.

### **Statements**

Your monthly statement for your Account (a “**Statement**”) will indicate the number of Walmart Reward Dollars You have earned and redeemed during the billing period as well as your new Walmart Reward Dollars balance. This information can also be obtained by contacting customer service at 1-888-331-6133. It is your responsibility to verify the information regarding Walmart Reward Dollars on each Statement and notify us promptly of any errors. In the event of an error, our only responsibility is to correct the error. If You do not notify us in writing within thirty days from the Statement date, we will treat the information regarding Walmart Reward Dollars on your Statement as correct. However, we reserve the right to adjust the Walmart Reward Dollars balance on your Account if We have improperly credited Walmart Reward Dollars to your Account or otherwise in accordance with these terms and conditions. Our records of Walmart Reward Dollars earned and redeemed will be final, conclusive, and binding on You.

### **How we Communicate with You**

We will communicate with You in connection with the Program in the manner set out in the Cardholder Agreement.

### **Changes to These Terms and Conditions or Program**

We may amend the Walmart Reward Dollars terms and conditions at any time without notice to You, including, without limitation, the terms and conditions that apply to the earning, calculation, and redemption of Walmart Reward Dollars. The current version of the Walmart Reward Dollars terms and conditions is available online at [walmart.ca/walmartrewardsterms](https://walmart.ca/walmartrewardsterms).

We also reserve the right to terminate or suspend the Program and cancel any earned Walmart Reward Dollars without prior notice at any time.

### **Governing Law**

These terms and conditions will be interpreted in accordance with Canadian law and with the applicable laws of the province or territory in which You reside (or the applicable laws of Ontario if You reside outside of Canada). In the event of a dispute, you agree that the courts in the province or territory where You reside (or the applicable laws of Ontario if You reside outside of Canada) will have exclusive jurisdiction over any dispute arising in connection with these terms and conditions.

### **Limitations on our Liability**

We will not be liable to You for damages (including special, indirect, and consequential damages) that may arise in connection with the Program, earning or redeeming Walmart Reward Dollars, or otherwise in connection with these terms and conditions.

We may use affiliates, service providers and other third parties that are located outside of Canada to process information and transactions in connection with the administration of this Program. In the event that an affiliate, service provider and/or other third party cannot or will not process any transaction in connection with this Program, by reason that the affiliate, service provider and/or third party may suffer legal and/or reputational risks, or may, by doing so, violate any law, regulation, rule or internal policy applicable to it if it completes such transaction, then We may be unable to complete the transaction. In such event, neither We, nor our affiliates, service providers or other third party will be

liable in respect of any such incomplete transaction.

**Assignment**

We may assign, transfer, or sell our rights, benefits or obligations under these terms and conditions to a third party or affiliate, and You consent to this without us having to notify You. If we do so, or if we are considering doing so, you agree that we can disclose information about You and your Account, including information about Walmart Reward Dollars in connection with your Account to the third party or affiliate for this purpose.

**Taxes**

You are solely responsible for any tax liability related to your receipt of Walmart Reward Dollars and your participation in the Program. We do not issue tax receipts.

**Severability**

If any provision of these terms and conditions is unenforceable in any jurisdiction, such provision will, as to such jurisdiction only, be ineffective only to the extent of such unenforceability, without invalidating the remaining provisions of these terms and conditions.

**Closing Your Account/Cancelling Your Participation**

We may, with or without notice, suspend or cancel your participation in the Program and cancel or reverse any Walmart Reward Dollars that You have earned, without compensation to You, if we have reason to believe that You are in default of these terms and conditions or of your obligations under the Cardholder Agreement, if we suspect fraud or abuse by You relating to the Program or your Card Account, or for any other reason.

If You or We close your Account, all Walmart Reward Dollars accrued shall be automatically and immediately forfeited.

**Personal Information**

You consent to our collection, use and disclosure of your Personal Information for the purposes set out in the Cardholder Agreement, and in particular, for the purposes of providing and administering the Program.

**Contacting US**

If You have questions about the Program, you may contact customer service at 1-888-331-6133.