



# TD REWARDS PROGRAM TERMS AND CONDITIONS

*These TD Rewards Program Terms and Conditions form part of your Cardholder Agreement. Please carefully read this important document and store it in a safe place. We may send you changes or replacements for these TD Rewards Program Terms and Conditions from time to time. These TD Rewards Program Terms and Conditions replace all previous versions. You can also find a copy of these TD Rewards Program Terms and Conditions at [td.com/agreements](http://td.com/agreements).*

*You should read these TD Rewards Program Terms and Conditions along with any other Agreements that apply to your TD Credit Card. When you activate, access or use your Card or the Account, any of these actions mean that you have agreed to, received and read all documents that make up the Agreement, including these TD Rewards Program Terms and Conditions.*

## Section 1: Definitions

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### Section 1: Definitions

Here are what some **key words** mean in these TD Rewards Program Terms and Conditions. We also explain what other key words mean directly in other sections of these TD Rewards Program Terms and Conditions.

If you see any other capitalized terms that are used in these TD Rewards Program Terms and Conditions, you can find their definitions in your Cardholder Agreement.

**Account** means the TD Credit Card account we open and maintain for the Primary Cardholder.

**Additional Cardholder** means a person who we have added to the Account at the Primary Cardholder's request. This person has access to the Account, and we have issued them a Card connected with the Account.

**Agreement** means the Cardholder Agreement, as changed from time to time. The Cardholder Agreement includes:

- The Disclosure Statement for the Account, as changed from time to time;
- The Privacy Agreement, as changed from time to time; and
- These TD Rewards Program Terms and Conditions, as changed from time to time.

**Cardholder** means the Primary Cardholder and any Additional Cardholder.

**Expedia For TD** means the website and phone lines Expedia has created exclusively for members of the Program to assist you with Travel Purchases. Expedia Inc. owns and operates Expedia For TD.

**Good Standing** means that you are following what you are required to do, or not do, under the Agreement.

**Program** means the TD Rewards Program connected with the Account and includes all Program privileges and reward benefits, including TD Rewards Points.

**Residents of Quebec** means all Primary Cardholders who have indicated to us that their principal residence is in Quebec.

**Residents Outside of Quebec** means all Primary Cardholders who have indicated to us that their principal residence is not in Quebec.

**TD Rewards Points** means the TD Rewards Points for TD First Class Travel Visa Infinite Credit Card and/or TD Rewards Points for TD Rewards Visa Credit Card or TD Platinum Travel Visa Credit Card, as applicable.

**We, us, our** or **TD** refers to The Toronto Dominion Bank.

**You, your, yours,** or **yourself** means each Cardholder.

## Section 2: Earning TD Rewards Points

### 2.1 What are TD Rewards Points?

TD Rewards Points are reward points that you earn when you make qualifying Purchases with the Account linked with the Program. The number of TD Rewards Points you can earn will depend on the amount and the specific type of Purchase you make with the Account. TD Rewards Points have no monetary value unless TD Rewards Points are redeemed as a statement credit to the Account linked with the Program.

You can only earn TD Rewards Points on the net Purchases charged and posted to the Account. This means that credits for refunds, returned items and other similar credits for Purchases will reduce or cancel the TD Rewards Points earned.

You do not earn TD Rewards Points on the following:

- Cash Advances (including Balance Transfers, Cash like Transactions, and TD Visa Cheques);
- Interest charges;
- Fees;
- Adjustments;
- Refunds; and/or
- Rebates or other similar Account credits.

### 2.2 How do you earn TD Rewards Points and Redeem TD Travel Credit?

The Account linked with the Program must be open and in Good Standing to earn TD Rewards Points.

- If you cannot make a Purchase because the Account is not in Good Standing and we have restricted the Account's ability to make Transactions, you cannot earn TD Rewards Points.
- Please see your Cardholder Agreement to learn more about when the Account will not be considered in Good Standing and what can happen if the Account is not in Good Standing.

You will earn TD Rewards Points in only one of the Purchase Categories set out in the below chart when you make a qualifying Purchase and your Account is in Good Standing.

TD Rewards Points that you earn through a Purchase Category are in place of, and are not in addition to, the Base Earn Rate. The number of TD Rewards Points that you can earn will depend on the type of TD Credit Card you have.

We will round your qualifying Purchases posted to the Account up or down to the nearest whole dollar and then apply the TD Rewards Points earned for this Purchase.

If an Annual Cap is shown in the table below, the Earn Rates for the Purchase Category will no longer apply when your total Purchases in that category exceed the Annual Cap in a year. If your total Purchases in the category exceed the Annual Cap in a year, you will earn the Base Earn Rate on Purchases in the category for the remainder of the year. The year runs after your first statement period in January until the end of your statement period the following January.

	<i><b>TD Rewards Visa* Card</b></i>	<i><b>TD Platinum Travel Visa* Card</b></i>	<i><b>TD First Class Travel® Visa Infinite* Card</b></i>
<b>Purchase Category</b>	<b>TD Rewards Points Earned</b>	<b>TD Rewards Points Earned</b>	<b>TD Rewards Points Earned</b>
<b>Base Earn Rate for all Purchases other than Purchases in the Purchase Categories below</b>	<b>1</b> TD Rewards Point for every dollar in Purchases.	<b>1.5</b> TD Rewards Points for every dollar in Purchases.	<b>2</b> TD Rewards Points for every dollar in Purchases.
<b>Expedia For TD: Travel Purchase Earn Rates</b>	<b>4</b> TD Rewards Points for every dollar in Travel Purchases you make through Expedia For TD.	<b>6</b> TD Rewards Points for every dollar in Travel Purchases you make through Expedia For TD.	<b>8</b> TD Rewards Points for every dollar in Travel Purchases you make through Expedia For TD.
	<i><b>TD Rewards Visa* Card</b></i>	<i><b>TD Platinum Travel Visa* Card</b></i>	<i><b>TD First Class Travel® Visa Infinite* Card</b></i>
<b>Grocery Purchases Earn Rate</b>	<b>3</b> TD Rewards Points for every dollar in Grocery Purchases.	<b>4.5</b> TD Rewards Points for every dollar in Grocery Purchases.	<b>6</b> TD Rewards Points for every dollar in Grocery Purchases.
<b>Annual Caps</b>	<b>\$5,000</b>	<b>\$15,000</b>	<b>\$25,000</b>
	<i><b>TD Rewards Visa* Card</b></i>	<i><b>TD Platinum Travel Visa* Card</b></i>	<i><b>TD First Class Travel® Visa Infinite* Card</b></i>
<b>Public Transit Purchases Earn Rate</b>	<b>3</b> TD Rewards Points for every dollar in Public Transit Purchases.	<b>4.5</b> TD Rewards Points for every dollar in Public Transit Purchases.	<b>6</b> TD Rewards Points for every dollar in Public Transit Purchases.
<b>Annual Caps</b>	<b>\$5,000</b>	<b>\$15,000</b>	<b>\$25,000</b>
	<i><b>TD Rewards Visa* Card</b></i>	<i><b>TD Platinum Travel Visa* Card</b></i>	<i><b>TD First Class Travel® Visa Infinite* Card</b></i>
<b>Dining Purchases Earn Rate</b>	<b>3</b> TD Rewards Points for every dollar in Dining Purchases.	<b>4.5</b> TD Rewards Points for every dollar in Dining Purchases.	<b>6</b> TD Rewards Points for every dollar in Dining Purchases.
<b>Annual Caps</b>	<b>\$5,000</b>	<b>\$15,000</b>	<b>\$25,000</b>
	<i><b>TD Rewards Visa* Card</b></i>	<i><b>TD Platinum Travel Visa* Card</b></i>	<i><b>TD First Class Travel® Visa Infinite* Card</b></i>
<b>Pre-Authorized Payments (PAP) and Streaming, Digital Gaming &amp; Media Purchases Earn Rate</b>	<b>2</b> TD Rewards Points for every dollar in PAPs and Streaming, Digital Gaming & Media Purchases.	<b>3</b> TD Rewards Points for every dollar in PAPs and Streaming, Digital Gaming & Media Purchases.	<b>4</b> TD Rewards Points for every dollar in PAPs and Streaming, Digital Gaming & Media Purchases.
<b>Annual Caps</b>	<b>\$5,000</b>	<b>\$15,000</b>	<b>\$25,000</b>

## TD Rewards Birthday Bonus

The TD Rewards Birthday Bonus applies only to the Primary Cardholder of a TD First Class Travel® Visa Infinite\* Card.

Each year, you will receive a TD Rewards Birthday Bonus ("Birthday Bonus") on your **TD First Class Travel® Visa Infinite\*** Account, equal to **10%** of the total number of TD Rewards Points earned over the **12** months preceding the Primary Cardholder's birthday, to a maximum Birthday Bonus of **10,000** TD Rewards Points. The TD Birthday Bonus is only calculated on points earned while using your current First Class Travel Account. This means that previously earned points on other Rewards Cards, Acquisition Bonus Points, or other Promotional Rewards Points earned do not count towards your Birthday Bonus. The account must be open & in good standing on the date points are awarded to qualify.

### 2.3 How do you receive your TD Travel Credit?

The TD Travel Credit applies only to TD First Class Travel Visa Infinite Accounts and Cardholders. You will receive one **\$100.00** TD Travel Credit on your first Eligible Travel Credit Purchase posted to the Account in a calendar year. In order to receive the TD Travel Credit, the Account must be open, active and in Good Standing.

An **Eligible Travel Credit Purchase** means:

- A **Hotel, Motel, Lodging, or Vacation Rental** Purchase of **\$500.00** CAD or more made with Expedia For TD.
- A **Vacation Package** Purchase of **\$500.00** CAD or more made with Expedia For TD, that *includes* a **Hotel, Motel, Lodging, or Vacation Rental** booking packaged with a transportation booking. A combination of multiple Hotel, Motel, or Lodging bookings will be considered *Eligible* if they are part of one Purchase of **\$500.00** CAD or more made with Expedia For TD. If additional Travel Related items available for Purchase on Expedia For TD are added to the transaction, only the previously defined *Eligible* Travel Purchases will qualify towards the **\$500.00** CAD booking minimum.

**An Eligible Travel Credit Purchase** does not include Travel Purchases made with a travel supplier that is not Expedia For TD will not qualify for the Travel Credit. This includes Travel Purchases made with Expedia Inc. These Travel Purchases are not considered Travel Purchases made through Expedia For TD.

**One TD Travel Credit will be issued each calendar year:**

- We will automatically post a **\$100.00** statement credit to the Account no later than **90** days after the first Eligible Travel Credit Purchase is charged and posted to the Account in a calendar year. This credit does not count towards your minimum payment. You will still need to pay the full minimum payment by the Payment Due Date.
- If the Primary Cardholder has already received a TD Travel Credit and then closes, or transfers out of, the TD First Class Travel Visa Infinite Account, and in the same calendar year opens, or transfers back to, a TD First Class Travel Visa Infinite Account, you cannot receive a second TD Travel Credit for that calendar year.
- We will not issue more than **\$100.00** in TD Travel Credits to any one Account in any calendar year. If the credit is not applied, it does not carry forward to the next calendar year. For example, if you do not make an Eligible Travel Credit Purchase in a calendar year, this does not result in a **\$200.00** TD Travel Credit (or two **\$100.00** Travel Credits) in the following year.

**What if the Eligible Travel Credit Purchase is reversed?**

If the original, qualifying Eligible Travel Credit Purchase is reversed on the Account for any reason, the following will occur:

If:	Then:
There is a subsequent Eligible Travel Purchase(s) posted on the Account in the same calendar year.	<ul style="list-style-type: none"> <li>We will consider this subsequent, qualifying Eligible Travel Purchase as the Eligible Travel Credit Purchase.</li> <li>We will not reverse the statement credit provided all existing conditions have been met.</li> </ul>
There is no subsequent qualifying Eligible Travel Credit Purchase posted and charged to the Account in the same calendar year.	<ul style="list-style-type: none"> <li>We will reverse the statement credit, and</li> <li>You will be re-eligible to receive a new Expedia For TD Travel Credit for the Account for that calendar year.</li> </ul> <p>The reversed statement credit will appear on the Account statement as a charge to the Account in the amount of <b>\$100.00</b>.</p> <p>This statement credit reversal can take place within <b>30</b> days after the original Eligible Travel Credit Purchase is reversed.</p>

**Our electronic time keeping methods will be definitive in determining the time and date of receipt by Us of any Eligible Travel Credit Purchase.**

## **2.4 How do we determine if a Purchase qualifies for a Purchase Category?**

We rely on **Merchant Category Codes** (MCC) that the Visa payment network uses for a merchant to classify its goods and services, which may be changed from time to time by Visa, to determine the Purchase Category for certain Purchases. If a Purchase qualifies for more than one Purchase Category, you will only earn TD Rewards Points in one of those Purchase Categories. We reserve the right to determine which Earn Rate your qualifying Purchase will earn. We do not monitor merchants to see if they correctly identify and bill Transactions according to an MCC, or correctly identify a Transaction as a PAP. However, we do reserve the right to determine if a Purchase qualifies for a certain Purchase Category.

**Streaming, Digital Gaming & Media Purchases** means a Purchase from a merchant classified by the Visa payment network as Digital Goods Media – Books, Movies, Music (MCC **5815**), Digital Goods – Games (MCC **5816**), Digital Goods – Applications (MCC **5817**), Digital Goods – Large Digital Goods Merchants (MCC **5818**), Cable, Satellite and Other Pay Television/Radio/Streaming Services (MCC **4899**).

**Grocery Purchases** means a Purchase from a merchant classified by the Visa payment network as Grocery Stores and Supermarkets (MCC **5411**).

**Public Transit Purchases** means a Purchase from a merchant classified by the Visa payment network as Local and Suburban Commuter Passenger Transportation, Including Ferries (MCC **4111**).

**Pre-Authorized Payments** or **PAP(s)** means regularly recurring Purchases that you set up with a merchant to be automatically charged to your Account and that are classified by the Visa payment network as recurring payments. The payment will occur on a specified date and frequency (such as daily, monthly or annually).

**Dining Purchases** means a Purchase from a merchant classified by the Visa payment network as Eating Places and Restaurants (MCC **5812**), Drinking Places (MCC **5813**), or Fast Food Restaurants (MCC **5814**).

**Travel Purchases** means all travel Purchases and related travel services that you charge to the Account.

### **Travel Purchases Not Through Expedia For TD**

Travel Purchases made with a travel supplier that is not Expedia For TD will qualify for the Base Earn Rate. This includes Travel Purchases made with Expedia Inc. These Travel Purchases are not considered Travel Purchases made through Expedia For TD.

Please contact us using the contact details in Section **6** *How to Contact Us*, if you want to confirm whether a Purchase charged to the Account qualifies for a Purchase Category.

## Section 3: Redeeming TD Rewards Points

### 3.1 How do you redeem TD Rewards Points?

To redeem TD Rewards Points, the Account connected with the Program must be open, active and in Good Standing. This means:

- For the purposes of this Program, if you miss making **2** minimum payments in a row, you cannot redeem your TD Rewards Points. You must bring the Account into Good Standing before you can redeem your TD Rewards Points. For example, you must make your minimum payment by the Payment Due Date. To learn how you can bring the Account to Good Standing, contact us using the information provided in Section **6** *How to Contact Us*.
- The Account must be active to redeem TD Rewards Points. If you do not earn or redeem any TD Rewards Points for a period of **1** year or more, the Account is considered inactive for the purpose of the Program. To learn more about what can happen to your TD Rewards Points if your Account is inactive for the purposes of the Program, please see Section **4.4** *Can your TD Rewards Points expire, or can you forfeit them?*
- Please see your Cardholder Agreement to learn more about when the Account will not be considered in Good Standing and what can happen if the Account is not in Good Standing.

The Primary Cardholder or any Additional Cardholder can redeem TD Rewards Points as follows:

- For Travel Purchases made with the Account through Expedia For TD; and/or
- For Other Redemption Options.

You cannot redeem TD Rewards Points earned for Purchases that have not yet been posted to the Account and not yet recorded to your TD Rewards Points balance.

We will rely on the first set of instructions we receive, either from the Primary Cardholder or an Additional Cardholder to redeem TD Rewards Points. Our electronic time keeping methods will be definitive in determining the time and date of receipt by us of any redemption instructions.

### 3.2 How do you redeem TD Rewards Points through Expedia For TD?

You can redeem your TD Rewards Points directly through Expedia For TD at the time you make your Travel Purchase. You may pay for your Travel Purchase by using all or some of your TD Rewards Points in your TD Rewards Points balance.

When you redeem your TD Rewards Points for a portion of a Travel Purchase cost made through Expedia For TD, and you charge the rest of the Travel Purchase cost to the TD Credit Card connected with the Program, you will only earn TD Rewards Points on the net amount of Travel Purchases charged to the Account.

You can either visit the exclusive **ExpediaForTD.com** website or call the exclusive Expedia For TD phone number to redeem your TD Rewards Points for your Travel Purchase through Expedia For TD. To do so, use the contact information listed in Section **6** *How to Contact Us*. When you make a Travel Purchase directly through Expedia For TD, every **200** TD Rewards Points are worth **\$1**.

You can only redeem in increments of 200 TD Rewards Points at the time of booking.

### 3.3 How do you redeem TD Rewards Points for Other Redemption Options?

In addition to Travel Purchases through Expedia For TD, we may let you redeem TD Rewards Points in other manners that we may allow from time to time (including for Travel Purchases made through a travel agency, supplier or provider that is not Expedia For TD) (**Other Redemption Options**). If the dollar value of the TD Rewards Points redeemed exceeds the full amount of any Purchase, we will not statement credit the Account for more than the full amount of the Purchase.

If TD Rewards Points are redeemed for a credit to the Account, you will still need to pay the full minimum payment on the Payment Due Date, unless otherwise disclosed at the time of redemption.

When you redeem for Other Redemption Options, your TD Rewards Points can be redeemed for a minimum value of **400** TD Rewards Points per **\$1 (Minimum Value)**.

Other Redemption Options are limited-time promotional offers. When you redeem TD Rewards Points for Other Redemption Options, additional terms and conditions will apply and such terms and conditions will be available to you at the time you redeem for Other Redemption Options. We do not have to provide Other Redemption Options and can cancel or change them at any time, as we determine.

To redeem for Other Redemption Options or to learn more about Other Redemption Options, use the contact information listed in Section **6** *How to Contact Us*.

## Section 4: Program Terms

### 4.1 How can you check your TD Rewards Points balance?

You can view your TD Rewards Points balance in the following ways:

- Through EasyWeb or the TD Mobile App;
- On the Account's statement;
- By phone using the contact information listed in Section **6** *How to Contact Us*; and/or
- Any other manner that we may allow from time to time.

### 4.2 What happens if there is an error with your TD Rewards Points balance?

You must review your TD Rewards Points balance on each Account statement and contact us about any errors within **30** days from the statement date so we can immediately investigate them. Contact us using the information listed in Section **6** *How to Contact Us*.

If you do not contact us about errors within **30** days from the statement date, we will consider the TD Rewards Points balance and our Records to be correct (except for any amount that we credited to the Account in error). If we confirm an error, or if we accidentally credit TD Rewards Points to your TD Rewards Points balance, we may adjust the TD Rewards Points balance at any time without notifying you.

### 4.3 Can your TD Rewards Points expire, or can you forfeit them?

TD Rewards Points will not expire and be forfeited so long as the Account connected to the Program remains open, active and in Good Standing, and the Agreement has not ended.

Below is a chart that explains how and when your TD Rewards Points will expire and be forfeited. In all cases below, we can delay the expiry of TD Rewards Points and that delay does not prevent us from exercising our rights under these TD Rewards Program Terms and Conditions.

TD Rewards Points will expire and be forfeited in the following events:

<b>If you close the Account</b>	If the Account is in Good Standing and the Primary Cardholder closes the Account, you must redeem any TD Rewards Points in your TD Rewards Points balance within <b>90</b> days from when you close the Account. Your redemption options may be limited once you close your Account. If you do not redeem TD Rewards Points within this timeframe, your TD Rewards Points will expire, and you will forfeit them.
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<p><b>If we close the Account</b></p>	<p><b>For Residents Outside of Quebec</b></p> <p>If for any reason we close the Account that connects with the Program, all TD Rewards Points will expire and be forfeited immediately.</p> <p><b>For Residents of Quebec</b></p> <ul style="list-style-type: none"> <li>• <b>Not in Good Standing under the Agreement</b> If we close the Account because the Account is not in Good Standing, all TD Rewards Points will expire and be forfeited immediately.</li> <li>• <b>Reason other than inactivity or the Account is not in Good Standing</b> If we close the Account for any other reason (other than for inactivity or the Account is not in Good Standing), we will provide you with written notice that any TD Rewards Points in your TD Rewards Points balance will expire by a specified date. You will have until this specified date to redeem those TD Rewards Points. If you do not redeem your TD Rewards Points by this specified date, your TD Rewards Points will expire, and you will forfeit them.</li> </ul>
<p><b>If the Account is inactive</b></p>	<p>If you do not earn or redeem any TD Rewards Points for a period of <b>1</b> year or more, the Account is considered inactive for the purpose of the Program.</p> <p>If for any reason your Account is inactive, we may close the Account and we will provide you with a written notice that any TD Rewards Points in your TD Rewards Points balance will expire by a specified date. If you do not redeem your TD Rewards Points by this specified date, your TD Rewards Points will expire, and you will forfeit them.</p>
<p><b>If we Terminate the Program</b></p>	<p>If the Program is terminated, TD Rewards Points may only be redeemed within <b>90</b> days from the date of our notice of Program termination. If you do not redeem your TD Rewards Points by <b>90</b> days from the date of our notice of Program termination, your TD Rewards Points will expire, and you will forfeit them.</p>
<p><b>Transferring to another TD Credit Card</b></p>	<p>If the Primary Cardholder transfers the Account to another TD Credit Card, then the following will apply:</p> <ul style="list-style-type: none"> <li>• If you transfer to a TD Credit Card that has a TD Rewards Program (including a TD Business Travel Visa* Card), then you can transfer the TD Rewards Points in your TD Rewards Points balance on a one-to-one basis to the new Account.</li> <li>• If you transfer to a TD Credit Card that does not have a TD Rewards Program, you cannot transfer the TD Rewards Points to the new Account. You must redeem the TD Rewards Points within <b>90</b> days of the transfer by calling us at the phone number listed in Section <b>6</b> <i>How to Contact Us</i>. If you do not redeem your TD Rewards Points within this timeframe, your TD Rewards Points will expire, and you will forfeit them.</li> </ul>

#### 4.4 What happens to TD Rewards Points upon the death of the Primary Cardholder

This section applies when we receive notice that the Primary Cardholder has died, and the Primary Cardholder's Account connected with the Program has a TD Rewards Points balance.

**Beneficiary** means a natural person designated by an executor, trustee, or the liquidator of the Primary Cardholder's estate as the beneficiary to receive the TD Rewards Points earned for the Account connected with the Program.



Only the executor or a representative authorized by the Primary Cardholder's estate can provide direction as to how and in what manner TD Rewards Points can be provided to a Beneficiary.

If we are notified within **1** year from the date of death of a Primary Cardholder, the executor or a representative authorized by the executor can instruct us to do the following:

- Redeem the TD Rewards Points for a statement credit to the Account within 90 days of notification, or;
- Transfer the TD Rewards Points to an Account linked to the TD Rewards Program where the Beneficiary is named as the Primary Cardholder, provided the Account is Open and in Good Standing.

If we are notified more than **1** year after the date of death of the Primary Cardholder, the TD Rewards Points cannot be redeemed and will be forfeited.

The executor or a representative authorized by the executor must call us at the phone number listed in Section **6** *How to Contact Us*. We may require additional documentation to process redemption of TD Rewards Points upon the death of the Primary Cardholder.

#### **4.5 What should you know about your Travel Purchases made through Expedia For TD or other travel providers?**

We are not a travel supplier or travel agency. Travel Purchases and any travel-related arrangements that you make are subject to the travel provider's availability, policies and terms and conditions. It is your responsibility to know and to monitor the relevant policies, terms and conditions of the travel supplier, including but not limited to, cancellation and refund policies.

We are not responsible for Travel Purchases that you make, such as if they fail to honour any aspect of the Travel Purchases. This includes if any travel provider enters bankruptcy or becomes insolvent (unable to pay debts), or any acts of God or other event that affect your Travel Purchases. The policies of travel providers may vary from time to time and may differ among travel suppliers.

##### **Taxes and Fees for Travel Purchases**

Travel Providers may charge you taxes, fees, charges, surcharges and levies for your Travel Purchase. Some of these taxes, fees, charges, surcharges and levies may be charged after you make your original Travel Purchase.

If additional taxes, fees, charges, surcharges and levies incur after you make a Travel Purchase, you are responsible for paying them directly to travel providers. The amount of taxes, fees, charges, surcharges and levies that you must pay is established by travel providers and may change at any time without notice, even after the date that you confirm your Travel Purchase arrangements.

## **Section 5: General Information**

### **5.1 Who is responsible for paying taxes that relate to the Program?**

TD is not responsible for any taxes that may result from earning or redeeming TD Rewards Points under the Program.

### **5.2 Can you sell, barter, or assign your TD Rewards Points?**

You cannot sell, barter, or assign your TD Rewards Points to someone else. If you try to do so, these TD Rewards Points become void. TD Rewards Points cannot be divided or transferred in the event of separation or divorce.

### **5.3 What is our limitation of liability for the Program?**

This section is in addition to the limitation of liability as set out in the Cardholder Agreement. **Program**

We are not a travel supplier or travel agency. We have no responsibility or liability for the services supplied under the Program, including any services provided by Expedia For TD or any other travel provider. If Expedia For TD, a third-party service provider, agent, partner,

or supplier – including Expedia Inc. or any other travel provider – fails to provide what they promise, we are not responsible. It is your responsibility to know and monitor the relevant policies, terms and conditions of the travel supplier, including but not limited to cancellation and refund policies.

To learn more about conditions, requirements and limitations that could apply to your travel arrangements made through Expedia For TD or other travel providers, please see Section **4.6** *What should you know about your Travel Purchases made through Expedia For TD or other travel providers?*

### **Other Redemption Options**

External service providers participate in and offer the Other Redemption Options. We are not responsible for the merchandise or services that these suppliers offer or for any loss or damage that goods or services that you receive or request with Other Redemption Options may cause you. It is your responsibility to know the relevant policies, terms and conditions of Other Redemption Options, including but not limited to shipping, cancellation and refund policies.

### **No Liability for Damages**

We are not liable to you for any loss or damages except for direct damages caused by our negligence. In no event are we liable for special, indirect or consequential damages. This limitation on our liability to direct damages applies even if we have been advised of the possibility that you may suffer other types of loss or damages.

In addition to the above, in no event are we liable for any damages (including special, indirect or consequential damages) resulting from any of the following:

- Any losses related to your failure to do something, including a failure to meet your obligations under these TD Rewards Program Terms and Conditions;
- Delay or inability to access or use TD Rewards Points;
- Any failure, error, malfunction, misuse, delay, or inaccessibility of any Machines, system, equipment or service caused by a third party or other circumstances beyond our control;
- Any other failure, error, or delay by any third party or other circumstances beyond our control;
- Suspension, cancellation or closure of the Program by us; and /or
- If we exercise any of our rights set out in the Cardholder Agreement or these TD Rewards Program Terms and Conditions and such rights impact your eligibility to participate in this Program.

## **5.4 What if we do not act immediately if you do not follow your obligations in these TD Rewards Program Terms and Conditions?**

If we fail or delay to object or act when you do not follow any section of these TD Rewards Program Terms and Conditions, all sections of these TD Rewards Program Terms and Conditions remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. Any action or omission by us does not mean that we have waived or changed these TD Rewards Program Terms and Conditions.

## **5.5 Can we change the TD Rewards Program Terms and Conditions?**

At any time, we may change, replace add or remove any section of these TD Rewards Program Terms and Conditions, including:

- Earning TD Rewards Points, including reducing the number of TD Rewards Points you will earn on Purchases;
- Introducing or changing a limit on the number of TD Rewards Points that can be earned;
- Redeeming TD Rewards Points, including reducing the dollar value of TD Rewards Points already earned. For Residents of Quebec: we will not reduce the dollar value of TD Rewards Points in a way which is disproportionate to changes to the value of redemption options;
- Program terms;
- General information;

- Contact information;
- The eligibility requirement to participate in the Program;
- Fees related to the Program including the introduction of new fees;
- Ownership of the Program;
- Communicating between us and you and the management of personal information in relation to the Program; and/or
- Any other term and condition of the Program.

**For Residents Outside of Quebec**

We will notify you when we make a change to these TD Rewards Terms and Conditions. This notice may be given by statement message in the Account statement, or sent to you in another way.

You will have accepted the changes to these TD Rewards Terms and Conditions if, after the change is effective:

- You use or activate any Card or the Account connected with the Program;
- The Account connected with the Program remains open; or
- Any Balance owing on the Account connected with the Program remains unpaid.

**For Residents of Quebec**

If we make any changes to the Program, we will notify you between the **60<sup>th</sup>** to **90<sup>th</sup>** day before the changes are effective.

We will write the notice clearly and legibly, and provide you with the following details:

- The original clause and its changed version, or only the new clause;
- The date when the change will come into effect; and
- That you can cancel your Agreement and close the Account without any cost or penalty, if the change increases your obligations or decreases our obligations under the Program.

If you choose to cancel your Agreement and close the Account connected with the Program, you must notify us no later than **30** days after the change comes into effect. Contact us using the information provided in Section **6 How to Contact Us**, to close the Account connected with the Program. Please see Section **4.4 Can your TD Rewards Points expire, or can you forfeit them?** to learn about what will happen to TD Rewards Points if the Program and/or the Account connected with the Program is suspended, terminated or closed. Please also see the Cardholder Agreement to learn about the impacts of closing the Account connected with the Program.

**5.6 Can we cancel or terminate the Program?**

Yes. We may restrict, cancel or terminate the Program at any time in accordance with these TD Rewards Terms and Conditions and/or the Cardholder Agreement.

**5.7 Can we cancel or terminate a Cardholder’s ability to participate in the Program?**

Yes. We can restrict, cancel or terminate the Account, and/or a Cardholder’s ability to participate in the Program with or without cancelling or terminating the Account connected with the Program, and such restriction, cancellation or termination may be with or without notice.

For example, we will restrict, cancel or terminate the Account connected with the Program, and/or a Cardholder’s ability to participate in the Program if:

- A Cardholder abuses the Program;
- A Cardholder does not follow, or does anything to make us believe that they will be unable to follow the TD Rewards Terms and Conditions for the Program;
- A Cardholder misrepresents any information that they provide us;
- A Cardholder conducts themselves in a way that hurts us, or may hurt us, or the interests of the Program;
- The Account connected to this Program is not in Good Standing;
- The Account is inactive; and/or
- For any reason set out in the Cardholder Agreement.

If the Account is not in Good Standing, and/or if any of the circumstances described in the paragraph above occur, then:

- You may lose the benefit of any offer for the Program;
- You will not be able to earn and/or redeem TD Rewards Points; and/or
- We may exercise our rights under the Cardholder Agreement.

Please see your Cardholder Agreement to understand the impact of no longer being in Good Standing.

## **5.8 What are our rights if you do not follow the Program and these TD Rewards Program Terms and Conditions?**

We can take any measure set out in the Cardholder Agreement or these TD Rewards Terms and Conditions if you do not comply with these TD Rewards Program Terms and Conditions, or if you do anything that causes us to believe that you will be unable to follow these TD Rewards Program Terms and Conditions.

This includes, but is not limited to:

- Reversing TD Rewards Points improperly earned in your TD Rewards Points balance;
- Restricting your ability to redeem TD Rewards Points under the Program;
- Requiring you to pay our damages which could be equal to the amount of the TD Rewards Points that were improperly earned if the TD Rewards Points are no longer in your TD Rewards Points balance; and/or
- Deducting money from any other account that you have with us or TD Bank Group without notifying you. We can use this money to pay the amount you owe us under the Program.

Please see the Cardholder Agreement to learn about how we may restrict or close the Account connected with this Program and what actions we may take if you do not comply with the Agreement.

## **5.9 What happens if part of these Terms and Conditions is invalid?**

If a court finds any portion of these TD Rewards Terms and Conditions invalid or unenforceable, the remainder of the TD Rewards Terms and Conditions will remain valid.

## **5.10 What laws govern these Terms and Conditions?**

The laws that govern these TD Rewards Terms and Conditions are the laws of the Canadian province of the most recent address in our Records that is provided to us by the Primary Cardholder for their primary residence, and any applicable federal laws.

## **5.11 What language will be used?**

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

### ***For Residents of Quebec***

You acknowledge that you were provided with the French version of this agreement and that, after first having had the opportunity to examine the French version, you have expressly requested to be bound only by the English version of this agreement and that all documents directly or indirectly related to it be drawn up in English only. Vous reconnaissez qu'une version française de cette entente vous a été remise et qu'après avoir eu la possibilité de prendre connaissance de la version française, vous avez expressément demandé d'être lié uniquement par la version anglaise de cette entente et que tous les documents s'y rattachant directement ou indirectement soient rédigés exclusivement en anglais.

## Section 6: How to Contact Us

You can contact us directly if you need to:

- Report Program errors;
- Find your TD Rewards Points balance;
- Combine your TD Rewards Points with another qualifying Account;
- Redeem your TD Rewards Points for Travel Purchases through Expedia For TD or Other Redemption Options; and/or
- Ask general questions about the Program.

To contact us, use one of the following methods:

Contact	Details
<b>Expedia For TD Support</b> For questions about travel booked through Expedia For TD or to book travel with Expedia For TD:	<b>Online:</b> <a href="http://ExpediaForTD.com">ExpediaForTD.com</a> <b>By Phone:</b> <b>1-877-222-6492</b>
<b>EasyLine Telephone Banking</b> For all other questions:	<b>Online:</b> <a href="http://td.com">td.com</a> <b>By Phone:</b> <b>1-800-983-8472</b> <b>In Person:</b> Visit any one of our branches <b>By Mail:</b> TD Credit Cards P.O. Box 300 TD Centre Toronto, Ontario M5K 1K6

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# TD Canada Trust

*For Residents of Quebec:*

*In accordance with Quebec language law, you are being provided with the French version of this document. Please access the French version by visiting <https://bit.ly/3TPpLnK> or following the QR code:*

