

Cashback Program

Mastercard® ECHO® Cashback Credit Card

Applicable Rules

National Bank of Canada

When you use the credit card account for the first time, you accept the rules applicable to the ECHO credit card cashback program.

1. Earning cashback

Who may earn a cashback?

- 1.1 All cardholders of an ECHO credit card may earn a cashback, including cardholders of additional cards. However, the cashback is associated with the primary cardholder's credit card account.

How to earn a cashback?

- 1.2 You will earn a cashback for each eligible purchase dollar made using the credit card when your account is in good standing. Your account is in good standing when you comply with the obligations of your cardholder agreement (eg. you make your minimum payment by the due date).
- 1.3 The amount of the cashback earned is determined at the time the purchase appears on your credit card account based on the earning table contained in Schedule "A" or on nbc.ca/ECHO-card.
- 1.4 You cannot earn a cashback on:
- › cash advances
 - › balance transfers
 - › Mastercard cheques
 - › interest charges
 - › all non-interest charges (e.g., annual fees, foreign currency fees and insurance charges)
- 1.5 You may not assume the continuous availability of a cashback.

Information related to the cashback program

- 1.6 We will communicate information related to the cashback program on your credit card statement, by email, via *Internet and Mobile Banking Solutions*, by mail or by any other appropriate technological means. You are responsible for remaining informed of such communications.

How to follow the accumulation of my cashback?

- 1.7 As a primary cardholder, you may follow the cashback you have earned by accessing our *Internet and Mobile Banking Solutions* or on your credit card statement.

2. Making a cashback request

Who can make a cashback request?

- 2.1 Only the primary cardholder of the credit card account can make a cashback request.

How to make a cashback request

- 2.2 You can make a cashback request at any time via our *Internet and Mobile Banking Solutions* or by using the bank's mobile or tablet applications.
- 2.3 You may choose the amount of your cashback. However, the amount of cashback must be equal to or greater than **\$10**. Decimal numbers are excluded from the cashback calculation. For example, if you have earned **\$30.43** in cashback, the applied cashback will be **\$30** and an amount of **\$0.43** will remain in your account.

Special conditions

- 2.4 A cashback request cannot be cancelled.
- 2.5 **Cashback** can only be applied to your credit card balance and **cannot be claimed for cash**. Your credit card account will be reduced accordingly on your **1st** or **2nd** credit card statement following your cashback request, depending on your billing cycle.

3. Minimum payment must be made at all times

When you benefit from a cashback, the minimum payment remains due and payable. **The cashback does not replace your minimum payment**. It only reduces the balance of your credit card account.

4. Refunds to your credit card account

When you receive a refund to your credit card account (e.g., when you return merchandise), the cashback earned for this purchase will be subtracted from the total cashback earned.

5. No cashback transfer to another person

No cashback may be given, exchanged, bequeathed or transferred to another person, even in the event of divorce, separation or loss of employment.

6. Death of the primary cardholder

In the event of death of the primary cardholder, any cashback will be applied to the credit card account balance on the credit card statement that follows the closure of your account.

7. Suspension of your right to request a cashback

Your right to request cashback is automatically suspended in the following cases:

- › You have not made the monthly minimum payment or
- › You have not complied with any other obligation under the credit card agreement.

If you do not correct the situation, we may close your credit card account. In that case, any cashback will be applied to the credit card account balance on the credit card statement that follows the closure of your account.

8. Closing your credit card account and cancelling the cashback earned

- 8.1 If your account is closed (by you or by the Bank), any cashback will be applied to the credit card account balance on the credit card statement that follows the closure of your account.

8.2 The amount of the cashback earned is negative

when the account is closed: an amount corresponding to the amount of the negative cashback will become due and will be added to your credit card account balance.

9. Inactive credit card account

- 9.1 Your cashback will expire if your credit card account remains inactive, **30 to 60** days after you receive a notice to this effect, when:
- no purchase or cash advance was made on your credit card account for **18** consecutive months.
- 9.2 We encourage you to request your cashback before your account becomes inactive. We reserve the right to close your account in case of inactivity.

10. Replacement of your credit card

If you replace your ECHO card for another National Bank credit card, the account associated with your ECHO card will be closed and any cashback will be applied to the ECHO card account balance on the credit card statement that follows the closure of your account.

11. Theft or loss of your credit card

If your credit card is lost or stolen, the cashback earned will be automatically transferred to your new ECHO credit card account when your new card is issued.

12. In case of error

- 12.1 **You find an error on your statement that could change the amount of the cashback earned:** you must contact Mastercard Customer Service by mail, email or phone within **60** days of the statement date. Please refer to Section **16** for our contact information. After this period, you will not be able to contest the cashback amount indicated on your statement.
- 12.2 **We make an error when a cashback is requested:** we reserve the right to correct it and adjust the cashback amount accordingly.

13. Cancellation and modification of the cashback program

- 13.1 We reserve the right to cancel all or part of the cashback program at any time upon **90 days' prior notice.**
- 13.2 We may change the following elements of the applicable rules, to the extent permitted by law:
- › how a cashback is earned as well as any related rights
 - › the right to request a cashback as well as any related rights

- › the rules about the communication of information related to the cashback program
- › the rules regarding errors in the amount of a cashback earned and the handling of complaints
- › the membership restrictions and conditions of the cashback program
- › the termination of membership to the cashback program, the replacement of cards and the closure of credit card accounts and their consequences
- › the rules related to the modification of all or any of the rules of the cashback program
- › the rules in section "Other information"

At least **60** days prior to the modification, we will send you a written notice, drafted clearly and legibly, setting out the old and new rules as well as the effective date. This notice may be sent to you by electronic transmission, when applicable. You may refuse a change by terminating your credit card agreement, without cost, penalty or cancellation indemnity, no later than **30** days after the change comes into effect. In particular, you may refuse a change when such a change increases your obligations or reduces our obligations under the agreement.

14. Other information

- 14.1 We will not be liable for postal or electronic mail that is undelivered, lost or delivered late for reasons beyond our control (wrong address provided, postal strike, anti-spam software, anti-virus software, firewall, etc.), or for any inconvenience it may cause you.
- 14.2 Failure on our part to apply any of the applicable rules or to exercise any right will not be considered as a waiver of the bank's rights.
- 14.3 These rules will be governed exclusively by the laws of the province or territory where you reside. If you reside outside Canada, the laws of Quebec will govern these rules. You irrevocably acknowledge the exclusive jurisdiction of the courts of the province or territory governing the interpretation of these rules, to the exclusion of any other tribunal.

15. Language

The parties have requested that this agreement be drawn up in English. *Les parties confirment leur volonté que le présent contrat soit rédigé en anglais.*

16. Contact information

Mastercard Customer Service

600 De La Gauchetière Street West, Suite 18474
Montreal, Quebec H3B 4L2

Website: nbc.ca/mastercard

Personal banking: **514-394-1427** or
1-888-622-2783 (toll-free)

Schedule A: Earning Table

National Bank Echo Cashback Mastercard

Cashback

The cashback equals **1%** of the amount of eligible purchases.

- › Eligible purchases are all the purchases made according to the rules applicable to the ECHO credit card cashback program, with the exception of cash advances, balance transfers, Mastercard cheques, interest charges and all non-interest charges (e.g., annual fees, foreign currency fees, balance transfer fees, insurance charges and fees for Mastercard cheques).

Additional Cashback

a) Eligible purchases

An additional cashback of **0.5%** applies to:

- › Internet purchases of goods or services made with your credit card.
- › Gas purchases made at a gas station or in some mega stores. Here are the current Mastercard codes of eligible merchants: **5541** and **5542**. These codes are subject to change.
- › Groceries purchased at a store whose main activity is to sell food, such as a grocery store, a gourmet grocery store, a supermarket, a fruit store or a specialty food store. Grocery purchases made in pharmacies, retail businesses, mega stores and any other business whose main activity is not to sell food do not give you the right to earn the additional cashback of **0.5%**. Here are the current Mastercard codes of eligible merchants: **5511, 5422, 5499** and **5462**. These codes are subject to change.

b) Annual limit

An additional cashback is granted on the first **\$25,000** of eligible purchases charged annually to your credit card account. The additional cashback of **0.5%** does not apply when the total of your annual eligible purchases exceeds **\$25,000**. After that, the cashback equals **1%** of eligible purchases, regardless of the type of purchase.

c) Excluded from the additional cashback of **0.5%**

- › All purchases related to a trip made with or without a travel agency (air transportation, accommodation and vehicle rental), purchases related to transportation (bus, metro, train) and repetitive payments (online subscriptions and automatic bill payments).
- › Reloading a digital wallet online.

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