

## ***Rogers First Rewards Terms & Conditions***

Welcome to the *Rogers First Rewards™* program. The Program is owned, operated, offered and administered by Rogers to its eligible customers, allowing an Account Holder to earn Points on Eligible Purchase(s). The Points may be redeemed for goods or services as specified in the *Rogers First Rewards* Catalogue from time to time. There is no fee or charge to you for participating in the Program. These Terms govern the Program and your participation in the Program. You acknowledge that you understand and agree to the Terms as outlined below, and you agree to cause all persons who participate in the Program in any way through your *Rogers First Rewards* Account or Rogers account(s) to observe and comply with the Terms.

1. **Definitions.** In addition to the words defined throughout the Terms, the following definitions apply:

- a. **"Account Holder"** means an eligible Rogers account holder enrolled in the Program. Also referred to as **"you"** and **"your"**.
- b. **"Catalogue"** means the *Rogers First Rewards* catalogue which will display currently available Rewards, and the amount of Points required for those Rewards, all as determined by Rogers from time to time in its sole discretion.
- c. **"Eligible Purchase(s)"** means the purchase of goods and services under your Rogers account(s) which are eligible to earn Points, as determined by Rogers from time to time in its sole discretion. We reserve the right to add Eligible Purchases without notice.
- d. **"Eligible Service(s)"** means certain Rogers services which makes you eligible to participate in the Program, including: (i) eligible Rogers wireless, cable TV, internet or home phone services (as available from time to time), unless it is one of the excluded services listed on the *Rogers First Rewards* Portal; and (ii) any other services relating to Rogers that Rogers deems as an Eligible Service. Eligible Services are determined by Rogers from time to time in its sole discretion, and we reserve the right to add Eligible Service(s) without notice.
- e. **"My Rogers App"** means the on-device Rogers My Rogers mobile application, available on select devices.
- f. **"Points"** means *Rogers First Rewards* points that can be earned, issued and redeemed through the Program.
- g. **"Program"** means the *Rogers First Rewards* program.
- h. **"Rewards"** means eligible goods and services available in exchange for Points and displayed in the Catalogue.
- i. **"Rogers"** means Rogers Communications Inc. and its affiliates. Also referred to as **"us"**, **"we"** and **"our"**.
- j. **"Rogers account(s)"** means the Rogers account(s) under which you sign up for and/or subscribe to Rogers services, including the Eligible Services.
- k. **"Rogers First Rewards Account"** means the account through which you can view your Points balance, your *Rogers First Rewards* transaction history, the Catalogue and other *Rogers First Rewards* information, redeem Points for Rewards and otherwise manage your *Rogers First Rewards*

activity.

- l. **“Rogers First Rewards Portal”** means the *Rogers First Rewards* online portal which can be accessed at [rogersfirstrewards.com](http://rogersfirstrewards.com).
- m. **“Terms”** means these *Rogers First Rewards* Terms & Conditions, including any external information or source incorporated by reference and any additional terms and conditions associated with any Program promotion or Reward.

## **2. Program Eligibility.**

- a. **General Eligibility Rules.** To be eligible for the Program, you must have an active account for Eligible Service(s).
- b. **Non-Eligible Customers.** Even if you have an active account for an Eligible Service, certain customers will not be eligible for the Program, including customers who participate in discounted bulk services agreements. Customers enrolled in the Program may participate in Rogers discount programs; however, we have the right to exclude customers from enrolling in the Program if they participate in certain specified Rogers discount programs. Non-eligible customers and discount programs will be listed on the *Rogers First Rewards* Portal.

**3. Program Enrollment.** Only eligible Rogers Account Holders may be enrolled in the Program. Program enrollment policies may vary depending on timing, region, customer type and/or other factors to be determined by Rogers in its sole discretion, and are subject to change without notice. For example: (i) you may be automatically enrolled in the Program; (ii) you may be able to enroll by logging into My Rogers and signing up at the *Rogers First Rewards* Portal; or (iii) you may be required to enroll by some other method. In other words, not all Account Holders will be automatically enrolled in the Program or have access to the *Rogers First Rewards* Portal. Once enrolled, you will begin to earn Points (as described below) as of the start of your next billing cycle.

## **4. Earning and Accumulation of Points.**

- a. **General.** Enrolled Account Holders will earn Points on Eligible Purchases, before taxes and after applicable credits or discounts are deducted. Points will be accumulated at the Account Holder level, regardless of the number of Rogers accounts under your name, or the number of services or subscriptions under each account. In order for you to accumulate Points on all of your Eligible Purchases and to ensure you have one set of Points, it is your responsibility to ensure that all of your Rogers accounts and services are under your name as Account Holder, and that you do not have multiple Rogers accounts under different forms of your name.
- b. **Earn Rate.** Subject to any additional Points, Points-earning accelerators, bonuses or promotional offers, Points will be earned at the base rate of **1** point for each dollar spent on Eligible Purchases (before taxes and after applicable credits or discounts), rounded down to the nearest dollar (for example, if you spend **\$10.75** on an Eligible Purchase, you will earn **10** Points). We may from time to time offer additional Points, Points-earning accelerators, bonuses or promotional offers in accordance with the Promotions section below.

- c. **Charges that Do Not Earn Points.** For greater certainty, unless otherwise determined by Rogers from time to time in its sole discretion, Points will not be earned on the following charges (even those associated with Eligible Purchases): (i) taxes; (ii) security deposits; (iii) prepaid cards; (iv) gift cards; (v) administrative fees; (vi) charges for third party purchases (e.g., premium text messages); (vii) charges billed on behalf of third party vendors; (viii) charges associated with Rewards; (ix) charges for Rogers goods or services that do not appear on your Rogers bill; (x) charges for services paid on your behalf under a discounted bulk services agreement or (xi) charitable donations.
- d. **Adjustments.** If you receive an adjustment on your bill or statement to remove or refund previous charges, any Points earned on such adjusted charges will be removed from your *Rogers First Rewards* Account.
- e. **Points Earn Dates and Expiration.** Points accumulated for any billed Eligible Purchases will be deemed to have been earned as of the date of the bill for such goods or services. For greater certainty, Points accumulated for billed Eligible Purchases made during your billing cycle will be in pending status and will not be available for redemption until up to **30** days after the Eligible Purchase was made. Except as otherwise specified in the Terms, accumulated Points will not expire unless the Program or your participation in the Program has been terminated as described in the Program Suspension and Termination section below.

**5. Rogers First Rewards Account and Points Management.**

- a. **Rogers First Rewards Account Access.** Enrolled Account Holders may access their *Rogers First Rewards* Account through the *Rogers First Rewards* Portal or the My Rogers App. You acknowledge and understand that any person with access to: (i) your “My Rogers” account online; (ii) a wireless device under your Rogers account with the My Rogers App; or (iii) your Rogers account(s) in general, will have access to your *Rogers First Rewards* Account, including access to all of your *Rogers First Rewards* information, and the ability to redeem your Points (among other things). You acknowledge and agree that the acts or omissions of all persons with access to your *Rogers First Rewards* Account and/or Rogers account(s), whether with or without your authorization, will be treated for all purposes as your acts or omissions. It is your responsibility to, and you agree to, ensure that only you and users you have authorized have access to your *Rogers First Rewards* Account and Rogers account(s).
- b. **Accuracy of Rogers First Rewards Account.** While Rogers aims to ensure that your *Rogers First Rewards* Account correctly displays your current Points balance, *Rogers First Rewards* transaction history, Catalogue information and other *Rogers First Rewards* information, Rogers cannot guarantee that it will always be up to date and accurate. You should immediately inform Rogers of any discrepancies or inaccuracies displayed in your *Rogers First Rewards* Account, including with respect to your Points balance, *Rogers First Rewards* transaction history, the Catalogue, or other *Rogers First Rewards* information. Any such discrepancy or inaccuracy must be reported to us within **90** days of the date such information first appeared in your *Rogers First Rewards* Account, Rogers bill or other statement. Failure to notify us within this time period will constitute your acceptance of such information. If Rogers becomes aware of a discrepancy or inaccuracy displayed in your *Rogers First Rewards* Account, we may correct such discrepancy at any time with or without notice to you.

- c. **Transferability of Points.** Points, of which ownership at all times will remain with Rogers, will be tracked in your *Rogers First Rewards* Account. Your Points, and any associated Rewards, are not transferable for any reason, except in the case where an Account Holder has transferred his/her last Rogers account to another Account Holder. In such case, any Points in the original Account Holder's *Rogers First Rewards* Account will be automatically transferred to the new Account Holder. Except as otherwise specified in this section, Points will be declared void if sold, purchased, bartered, split or otherwise transferred. For greater certainty, Points are not transferable or divisible in the case of divorce.

**6. Points Redemption.**

- a. **How to Redeem.** Points may be redeemed for Rewards offered through the Catalogue which is accessible through the *Rogers First Rewards* Portal or the My Rogers App. Points can only be redeemed for Rewards through the *Rogers First Rewards* Portal or the My Rogers App, unless otherwise determined by Rogers from time to time in its sole discretion.
- b. **Points Redemption and Rewards Conditions and Limitations.** Points Redemption and Rewards are subject to the following conditions and limitations:
- i. Rewards availability, the Points required for any Reward, and any additional terms and conditions applicable to a specific Reward shall be determined by Rogers in its sole discretion and are subject to change without prior notice. All Reward offerings are subject to availability.
  - ii. Points may not be redeemed for cash.
  - iii. Points cannot be refunded and Rewards cannot be returned or exchanged under any circumstances, except: (A) in the case of Points applied to reduce the price of an upgraded device if such device is returned in accordance with your applicable Rogers service agreement; or (B) as determined by Rogers in its sole discretion.
  - iv. You are not permitted to sell, purchase, barter, split or otherwise transfer your Points or Rewards.
  - v. Not all Rewards will be suitable for use with all Rogers equipment, plans and packages. It is your responsibility to ensure you meet any technical, equipment or service requirements associated with a specific Reward.
  - vi. Only Points may be redeemed for Rewards. Points cannot be borrowed or purchased from Rogers, except in Rogers' sole discretion.
  - vii. Points will constitute consideration for Rewards and such consideration will not be nominal consideration.
  - viii. Only you or your authorized user(s) may redeem available Points associated with your Rogers account(s). Rogers reserves the right to validate the identity of any Account Holder or other user before allowing them to redeem Points; however Rogers is not obligated to do so.
  - ix. You (or your authorized user(s)) will not be permitted to redeem Points if any of your Rogers accounts has an overdue balance, if any of your Rogers services are suspended or have been terminated due to breach or your Rogers service agreement or other improper or fraudulent behaviour, or if any of your Rogers accounts are not in good standing for any other reason, all as determined by Rogers in its sole discretion.

- x. Certain Rewards (such as Rogers movie rentals) may have an expiry date or additional terms and conditions associated with them. You agree to acknowledge and adhere to such additional terms and conditions applicable to specific Rewards you select which will be detailed in the Catalogue entry or other materials associated with such Rewards.
- c. **Taxation of Rewards.** No taxes will apply on Rewards, except in the case of Points applied to reduce the price of an upgraded device or in the case of Points applied as a bill credit. For upgraded device purchases, taxes will apply on the price of the device after the application of any hardware subsidy granted to you for signing up for a Rogers service with a term commitment, but before the application of any Points redeemed to further reduce the price of the device. The corresponding dollar amounts for Points applied to reduce the price of an upgraded device and Points applied as bill credit include all applicable taxes.

**7. Promotions.** We may from time to time offer additional Points, Points-earning accelerators, bonuses or promotional offers which may be based upon certain criteria. Such promotions are conditional upon your participation in the Program in accordance with these Terms and any additional terms and conditions associated with the applicable promotion.

**8. Program Changes.** All aspects of the Program are offered by Rogers in its sole discretion. The earning, accumulation or redemption of Points does not entitle you to any vested rights, and Rogers does not guarantee in any way the continued availability of any Eligible Purchases, Eligible Services, Rewards, or any other aspect of the Program. Except as otherwise specified in the Terms, Rogers may restrict, suspend or otherwise change, at any time, but upon no less than **30 days'** prior written notice to you, any eligibility rules, Points earning and accumulation rules, Points management rules, Points redemption or Rewards conditions and limitations, taxation rules or any other aspect of the Program, including any provision of the Terms. The written notice will contain the new or amended term or provision, the former term or provision (if applicable), the date that the change will come into force and your rights which are described as follows. If you do not accept such change, your remedy is to terminate your participation in the Program in accordance with the Program Suspension and Termination section below.

**9. Program Suspension and Termination.**

- a. **Termination by Us.** The Program will continue until suspended or terminated by Rogers as described in this section, in its sole discretion. Rogers may suspend or terminate the Program or your participation in the Program, at any time upon **60 days'** prior written notice to you. Rogers reserves the right to suspend or terminate the Program without notice if events beyond Rogers' control affect its ability to operate the Program. Rogers further reserves the right to suspend or terminate your participation in the Program without notice if you become no longer eligible, or if we reasonably suspect that you are using any aspects of the Program in a fraudulent, abusive or inappropriate way, are not complying with the Terms or are not complying with any of the service agreement(s) governing any of your Rogers services.

- b. **Termination by You.** You may, at any time, withdraw from the Program by notifying Rogers. Your Points will become null and void and will no longer be redeemable as of the date you notify Rogers that you would like to withdraw from the Program.
- c. **Termination through Your Inactivity in the Program.** If, for a period of 2 years, you do not either: (i) log in to your *Rogers First Rewards* Account through the *Rogers First Rewards* Portal or the My Rogers App; or (ii) redeem any Points, you acknowledge that we reserve the right to terminate your participation in the Program.
- d. **Rogers Account Closure.** Your participation in the Program will be automatically terminated as of the date your last Eligible Service is terminated and/or closed for any reason, and all of your accumulated Points will be null and void and will no longer be redeemable as of that date.
- e. **Redemption of Points upon Termination.** You will have until the date of termination of the Program or termination of your participation in the Program (as applicable) to redeem any accumulated Points. Your Points will become null and void and will no longer be redeemable as of the date we terminate the Program or your participation in the Program.

**10. No Warranties.** The Program, your *Rogers First Rewards* Account, the Rewards, the Catalogue, the *Rogers First Rewards* Portal, the My Rogers App and all other Program materials (collectively, the “**Program Materials**”), are provided on an “as is” basis (except with respect to goods provided in Québec). To the maximum extent permitted by applicable law, Rogers, its affiliates, partners, licensors, dealers, suppliers and agents (and each of their respective employees, officers, directors, shareholders and representatives) (collectively, the “**Rogers Parties**”) do not guarantee or warrant: (i) the performance, availability, coverage, uninterrupted use, security or operation of the Program or the Program Materials (except with respect to goods provided in Québec); or (ii) the accuracy, timeliness, reliability, truthfulness or completeness of the Program Materials (including but not limited to with respect to your Points balance, *Rogers First Rewards* transaction history, Catalogue information and other *Rogers First Rewards* information). The Rogers Parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Program or the Program Materials. You expressly agree that your participation in the Program is at your own risk. **The following provision does not apply in Québec:** All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law.

**11. Limitation of Liability. Except in Québec for damages resulting from a Rogers Party’s own act,** the Rogers Parties will not be liable to you or any third party for any direct, indirect, incidental, special, consequential or punitive damages or any loss that results from any aspect of the Program, the Program Materials or your participation in the Program, including but not limited to: (i) our termination, restriction or suspension of the Program; (ii) our changes to the Program, including but not limited to Catalogue changes; (iii) any authorized or unauthorized access to your *Rogers First Rewards* Account; (iv) any loss of Points for any reason whatsoever; (v) your selection and/or use of any Rewards; (vi) the expiry of your Rewards; (vii) any unavailability of the Program or Program Materials; (viii) any errors in the Program Materials or your personal information; and/or (ix) any tax consequences or any charge imposed by or with the authority of any government that you may face due to your participation in the

Program. These limitations apply regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of such damages or loss.

**12. Indemnity.** You agree to indemnify and hold harmless the Rogers Parties from and against any claims, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the Rogers Parties arising out of: (i) your failure to comply with the Terms; (ii) any authorized or unauthorized access to your *Rogers First Rewards* Account; and (iii) your use or misuse of any Rewards. Rogers and Account Holder agree and intend that the Rogers Parties shall have the express benefit of the foregoing provisions regarding no warranties, limitation of liability and indemnification, and shall rely upon them and enforce them.

**13. Your Information.**

- a. **Accuracy of Your Information.** You agree to ensure that any personal information and other information you provide us in connection with the Program is up-to-date and accurate, and to notify us of any change to such information.
- b. **Privacy Policy.** Our use of your personal information in connection with the Program is subject to the Rogers Privacy Policy available at [rogers.com/web/content/Privacy-CRTC](https://rogers.com/web/content/Privacy-CRTC). Personal information collected in connection with the Program may be stored and processed in or outside Canada and may be subject to laws of other jurisdictions.

**14. 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, Rogers Communications Inc. 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 the Rogers Legal Department.

**15. Arbitration.** **The following provision does not apply in Québec:** To the extent permitted by applicable law, unless we agree otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to any aspect of the Program or the Terms will be determined by final and binding arbitration to the exclusion of the courts. Where applicable, arbitration will be conducted in the province in which you reside, on a simplified and expedited basis by **1** arbitrator pursuant to current laws and rules relating to commercial arbitration in the province or jurisdiction in which you reside on the date of the notice. Rogers will pay all reasonable costs associated with any such arbitration. Any such arbitration will be conducted in accordance with our Arbitration Protocol, which is available at [rogers.com/terms](https://rogers.com/terms).

**16. Governing Law.** The Terms are governed exclusively by the laws of the province in which your billing address is located, but if your billing address is outside of Canada, the Terms are governed

exclusively by the laws of the province of Ontario and you submit to the jurisdiction of the courts of Ontario. **Please note that your rights and remedies may vary by province.**

**17. Contact.** To contact Rogers regarding the Program, please visit us online at [rogers.com/contactus](http://rogers.com/contactus).

**18. General.** If any provision in the Terms is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of the Terms does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of the Terms. The Terms cannot be changed by you. **The following sentence does not apply in Québec:** No sales representative, dealer, agent, officer or employee of Rogers has the authority to change or modify the Terms, except pursuant to an official revised version of the Terms, and you may not rely on any such change or modification. You may not assign or transfer the Terms without our prior consent. We may assign or transfer the Terms or any of our rights or obligations hereunder without your consent. The provisions of sections 9, 10, 11, 12, 13(b), 14, 15, 16 and 18 survive termination of the Program and the Terms.