Avion Rewards and Moi Linked Loyalty Program Terms and Conditions

To understand how Royal Bank of Canada[®] ("RBC") and Metro Inc. [‡] ("Metro") collect, use and share your personal information under the Avion Rewards program and the Moi/ Moi Rewards program ("Moi Program") when you link your eligible RBC Card to a Moi card ("Linked Loyalty Program"), please see the Collection and Use of Personal Information section.

ACCEPTANCE OF TERMS

- 1. Acknowledgement and acceptance: : These Terms set out the terms and conditions that apply to the Linked Loyalty Program that allows you to earn additional Moi points on eligible purchases when you pay with an RBC Card that is linked to your Moi card and meet the minimum spend requirements. By linking your RBC Card to a Moi card, you acknowledge that you have received, read, understood, and agree to all the Terms. The Terms take effect at the time you click the "I Agree" button, in the Province or Territory in which you live.
- 2. Terms applicable to all participating RBC clients: The Terms apply to all participating RBC clients, including any affected authorized users, secondary business cardholders or employee cardholders. It is the responsibility of a participating RBC client who links an RBC Card to a Moi card to ensure that any affected authorized user, secondary business cardholder, employee cardholder or Moi card owner receives a copy of the Terms as well as any notices that affect the use of the Linked Loyalty Program.
- 3. Most current terms: Notwithstanding any other section of the Terms, the posting of the current version of the Terms at <u>https://linkedloyalty.avionrewards.com/moi/linked-loyalty-terms-en.pdf</u> is deemed notice to you of the Terms, where notice is required or permitted to be given hereunder. The Terms replace all prior terms and conditions with respect to the Linked Loyalty Program. We reserve the right to change the Terms and we will notify you as required by law (See Section 10 for information on changes).
- 4. **Terms are in addition to existing agreements:** The Terms apply to the Linked Loyalty Program and are in addition to the terms and conditions of any RBC Agreements as well as the Moi Program[‡] Terms and Conditions. If there is a conflict between (i) the Terms and (ii) the RBC Agreements or the Moi Program Terms and Conditions, the Terms will prevail to the extent necessary to resolve the conflict in relation to the Linked Loyalty Program.

LINK YOUR RBC CARD TO A MOI CARD

5. RBC Mobile app or RBC Online Banking required: You must be enrolled in the RBC Mobile app, RBC Royal Bank Online Banking or RBC Royal Bank Online Banking for Business to link your RBC Card to a Moi card and to participate in the Linked Loyalty Program. Business owners are unable to link through RBC Express.

- 6. Liability for linking correct Moi card: You are responsible for ensuring that the membership enrolment and registration process for your Moi card is completed. You are responsible for entering the Moi card number when linking your RBC Cards. Neither Royal Bank, nor Metro, will be responsible for any linking error on your part.
- 7. **No additional cost:** Except for (i) the fees, taxes and other charges provided for in your RBC Agreements; and (ii) the purchases you make using your RBC Card. When you link there is no additional cost.

LINKED LOYALTY PROGRAM

- 8. Moi points: Each time you scan your Moi card and use your Linked RBC Card to pay for qualifying purchases at any stores, establishments and websites of the Metro group[‡] participating in the Moi Program (in accordance to the Terms and Conditions available at https://www.programmemoi.ca/en/program-terms), you will earn 1 Moi point per \$2 spent once the qualifying spend threshold has been met. Your total basket must meet or exceed the following amounts to qualify for points: a minimum of \$60 at any Metro, Food Basics, or Super C; a minimum of \$40 at any Jean Coutu or Brunet; and a minimum of \$20 at any Première Moisson. Moi points cannot be collected on any of the following products: tobacco products; lottery tickets; public transportation tickets and passes; gift cards and other prepaid cards; stamps; postal services; dry cleaning; film and video game rentals; any deposit fees and eco-contributions; SAQ products; preparation and delivery charges; donations; utensils for ready to eat products; certain products offered on participating partner's platform; products offered through food waste reduction platforms; Fragrance Discovery Gift Sets; items linked to a fundraising campaign; products offered by Western Union and other third-party vendors; prescription drug; other medication and other pharmacy or health care-related products and services according to laws in place in each province, taxes, ecofees and any items excluded by Metro in the future or forbidden by law. Excluded products may vary by province and Metro reserves the right at all times, to add or exclude, at its sole discretion, eligible items for points. Moi points you collect upon making a purchase cannot be redeemed for that purchase and can only be redeemed for a subsequent eligible purchase after the points have been processed and issued to the Moi card. Please note that you will not earn Moi points on purchases made using a Linked RBC Card at any other retailer.
- 9. **Future offers:** Royal Bank and Metro may make available additional or different offers as part of the Linked Loyalty Program from time to time. Such offers may be subject to additional terms and conditions which will be made available in connection with any such offer.
- 10. **Changes to the Linked Loyalty Program:** Linked Loyalty Program may be changed, cancelled or withdrawn at any time without notice to you, unless notification is required by law. For Quebec residents, at least sixty (60) days prior to a change that we consider

to be an essential element of the Linked Loyalty Program or thirty (30) days prior to making a change(s) that we consider to be a non-essential element of the Linked Loyalty Program, in our absolute discretion, we will send you a written notice, drafted clearly and legibly, setting out the new or amended clause, the clause as it read formerly, and the effective date of the change. The notice may be sent to you by electronic transmission, when applicable. Linked Loyalty Program changes may include, but are not limited to, changes to i) the eligibility criteria to participate in the Linked Loyalty Program; ii) the benefits associated with linking, including the rate at which points are earned or redeemed as applicable and type of points; iii) the types of cards/accounts eligible for the Linked Loyalty Program; iv) rules relating to the operation of the Linked Loyalty Program; v) rules relating to the suspension or termination of your participation in the Linked Loyalty Program; vi) rules relating to errors in the allocation of points and the handling of complaints and vii) the provisions related to the modification of all or any of these Terms. You may refuse these modifications and terminate your participation in the Linked Loyalty Program without cost, penalty or cancellation indemnity by sending us a notice no later than thirty (30) days after the change becomes effective. Specifically, you may refuse a change when such change increases your obligations or reduces ours.

Notwithstanding the above, you acknowledge and agree that we may not notify you: (i) every time we expand the Linked Loyalty Program to add new or modify Linked Loyalty Program features; (ii) every time we expand our Linked Loyalty Program to add new cards/accounts; (iii) for changes to the Linked Loyalty Program and/or the Terms such as those that are purely cosmetic or organizational (such as changes to punctuation, vocabulary, paragraph order, etc.), procedural, or for any other non-substantive changes; provided these changes do not negatively impact your rights, benefits or obligations under the Linked Loyalty Program and/or these Terms.

- 11. **Cancellation:** Either Royal Bank or Metro may, at its discretion, unlink your RBC Card from your Moi card, including if you are or become ineligible for the Linked Loyalty Program or when either of us suspects fraudulent activity.
- 12. **System errors:** Metro reserves the right to make any adjustments and correct any errors pertaining to your Moi points, at any time and for any reason, including if points have been erroneously earned or credited to your Moi card, or earned at an incorrect, higher earn rate. If you do not receive the Moi points in accordance with an offer you participated in, please notify Metro or Royal Bank immediately, as applicable, at the contact details listed. If you do not notify us of such error or omission within one hundred and twenty (120) days from the date of the transaction, the Moi points won't be credited to you and Royal Bank and Metro will be released from all claims that may be asserted by you in respect of such error or omission.

13. Two business days to process: We will require up to two (2) business days from the day you submit your request to link or unlink your RBC Cards to a Moi card to process the request, or to automatically change RBC Card numbers or Moi card numbers for cards that have been previously linked and to link any new RBC Cards that you subsequently obtain after you linked an RBC Card to a Moi card. Purchases made while requests are being processed may not qualify for any offer that is part of the Linked Loyalty Program. If you do not begin receiving the offer after that point, please notify us immediately at the contact details listed. We will not be liable for any offers for which you may have been eligible before you notified Royal Bank or Metro as applicable.

GENERAL

- 14. You must link all eligible RBC Cards: When you participate in the Linked Loyalty Program as a Personal or Business Client, your RBC Debit Card and all your eligible credit cards will be linked to the same Moi card. Any new RBC Cards that you subsequently obtain will be automatically linked to the same Moi card.
- 15. Avion Rewards Program and the Moi Program are independent: Royal Bank and Metro will continue to independently operate the Avion Rewards Program and the Moi Program respectively.
- 16. Metro is not an agent of Royal Bank: Metro does not act on behalf of Royal Bank. Metro is solely responsible for (i) the services and benefits offered through the Moi Program; (ii) the administration of such program, including how you can earn and redeem Moi points; and (iii) the Moi Program Terms and Conditions.
- 17. **Royal Bank not an agent of Metro:** Royal Bank does not act on behalf of Metro. Royal Bank is solely responsible for (i) the services and benefits offered through the Avion Rewards program; (ii) the administration of such program, including how you can earn and redeem Avion points; and (iii) the RBC Agreements.
- 18. Contacting Royal Bank or Metro: You may contact Royal Bank at any time by calling our Advice Centre at 1-800 ROYAL 1-1 (1-800-769-2511). If you have any questions related to the Moi Program, please contact Moi Rewards customer service at 1-866-638-0020. Royal Bank or Metro will contact you using the information on record for you.
- 19. Avion points cannot be used toward redemptions at any banners, stores, establishments and web sites of the Metro group participating in the Moi Program as part of the Linked Loyalty Program.
- 20. Moi points cannot be used as a credit against an outstanding balance on a Deposit Account, Business Credit Card account or Personal Credit Card account.

COLLECTION AND USE OF PERSONAL INFORMATION

21. **Privacy:** When you link your eligible RBC Card to your Moi card, Royal Bank and Metro, and their respective employees, agents, and service providers, collect, use and share your personal information, which may include your Moi card number and your Moi account status, along with a unique identifier to represent the linking relationship between RBC and Metro for the purposes of the administration of the Linked Loyalty Program and the provision of the benefits, services, and rewards that you earn with the Linked Loyalty Program.

If you are a member of the Avion Rewards Program, your data will also be used in accordance with the terms and conditions of that program (<u>Avion Rewards Terms and</u> <u>Conditions</u>).

Your data and personal information collected, used or shared by RBC to Metro when you link your RBC Card to your Moi Program's card will be used in accordance with the terms and conditions of the Moi Program and Metro's Privacy Policy.

With your consent, RBC and Metro may use and share additional information including: (i) use by Metro of information from RBC about transactions made by all cardholders on the linked account – for example, the merchant's name, merchant location, transaction amount, transaction date, and total purchases ("transactional information") related to the grocery category. If there is more than one cardholder on the linked accounts, transactional information disclosed to Metro will not be linked to individual cardholders; and (ii) use by RBC of information from Metro relating to your Linked Loyalty Program activity – for example, information about points redemptions, points balance, use of other program benefits, and enrollment date ("Partner Rewards Program Information"). With your consent, we may also disclose to Metro additional personal information such as your age range and income range ("Additional Personal Information").

RBC and Metro will use this information to personalize your experience by presenting you with tailored offers, recommendations and marketing ("Personalization"). If you wish to opt out of Personalization, you can so do by signing into Avion Linked Loyalty at <u>www.avionrewards.com/partnerships/moi-rewards</u>; or by signing into your RBC Online Banking, selecting any linked card and then choosing "Link or update your Moi Rewards" on the right-hand menu. One you have reached the Manage linking page, you will find the toggle to opt in and out of data-enhanced experiences. Once you opt out, this information will no longer be sent to Metro for personalization purposes.

22. **Moi card holder may see transaction information:** Please note that when your RBC Card is linked to a Moi card, the owner of the Moi card will be able to see certain transaction

information such as the date, purchase amount, Moi points earned, and location of purchases made at Metro group locations and other participating stores if the Moi card is used.

23. **Other uses of your personal information:** Royal Bank and Metro may communicate with you about your use of, or to promote and provide information about the benefits, services, and rewards of the Linked Loyalty Program.

Your personal information may be transmitted through, stored, or processed in countries, states, or provinces other than your home jurisdiction, in which case the information is bound by the laws of those jurisdictions and may be disclosed in accordance with those laws. We will take measures to protect your personal information with appropriate contract clauses or other applicable safeguards.

RBC may also use automated processing to make decisions about you, including credit and loan adjudication, where applicable.

- 24. **Parental consent:** Where an RBC Client is younger than 16 ("minor"), you represent that you have parental authority or are the minor's tutor (Quebec) or guardian, and you consent to the collection, use, and disclosure of the minor's personal information as set out in this section.
- 25. Your right to access your personal information: You may obtain access to the information RBC holds about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to learn more about RBC's use of automated processing, to ask questions about our privacy policies or to request that the information not be used for any or all the purposes outlined in "Other uses of your personal information" you may do so now or at any time in the future by:
 - contacting your Royal Bank Branch; or
 - calling Royal Bank toll-free at 1-800-769-2511.
- 26. **Our privacy notices:** All collection, use and disclosure of your personal information will be in accordance with our Global Privacy Notice (available at <u>RBC Privacy and Security</u>), which form part of these terms.

For Metro: you may access and rectify your personal information by contacting Metro at 1-866-638-0020. You may also withdraw your consent to the use of your personal information by unsubscribing to the Moi Program at moiprogram.ca. You can learn more about your rights and read the full text of Metro's Privacy Policy (available at https://www.programmemoi.ca/en/privacy-policy).

27. Language / Langue (For Quebec residents only / Pour les residents du Québec seulement): You acknowledge that at the time you linked your RBC Card to your Moi

card you expressly requested to be bound by the English version of these Terms, after being remitted the French version. Therefore, you expressly agree that these Terms, and all their related documents, including notices, be drawn up exclusively in English. *Vous reconnaissez qu'au moment où vous avez lié votre carte RBC à votre carte Moi, vous avez expressément demandé à être lié par la version anglaise de ces termes et conditions, après avoir reçu leur version française. Par conséquent, vous consentez expressément à ce que les termes et conditions et tous les documents qui s'y rattachent soient exclusivement rédigés en anglais.*

DEFINITIONS

- 28. **"Moi card"** means a card linked to a Moi account offered and maintained by Metro as part of the Moi Program for the purpose of awarding Moi points.
- 29. **"Business Credit Card"** means an RBC[®] Avion[®] Visa Infinite Business[∞], RBC[®] Avion[®] Visa[∞] Business, RBC[®] Visa[∞] Business, RBC[®] Visa[∞] Business Gold, RBC[®] Visa[∞] CreditLine for Small BusinessTM or RBC[®] Business Cash Back Mastercard[∞] credit card in good standing.
- 30. "Business Debit Card" means an RBC client card tied to a Business Deposit Account.
- 31. **"Business Owner"** means a client of Royal Bank who owns a Business Credit Card or an RBC Debit Card tied to a business Deposit Account.
- 32. **"Deposit Account"** means a personal banking or savings account or a business banking or savings account in good standing that is set up to pay for goods and services at a store or merchant that has point of sale or other designated debit card terminals that accept debit card payments.
- 33. "Linked RBC Card" means an RBC Card linked to a Moi card.
- 34. **"Participating RBC Client"**, **"RBC Client"**, or **"you"** means any (i) primary cardholder or co-applicant who links all of their eligible Credit Card(s) to a Moi card; (ii) authorized user who has their eligible Credit Card linked to a Moi card by the primary cardholder on the same credit card account; (iii) primary business cardholder who links all of their eligible Business Credit Cards to a Moi card; (iv) secondary business cardholder or employee cardholder who has their Business Credit Card account; or (v) primary owner or joint account owner of a Deposit Account who links their RBC Debit Card to a Moi card.
- 35. **"Personal Client"** means a client of Royal Bank who owns a Personal Credit Card or a personal Deposit Account.
- 36. **"Personal Credit Card"** means an RBC[®] Avion[®] Visa Infinite[∞], RBC[®] Avion[®] Visa Infinite Privilege[∞], RBC[®] Avion[®] Visa Infinite Privilege[∞] for Private Banking, RBC[®] Avion[®] Visa Platinum[∞], RBC[®] Cash Back Mastercard[∞], RBC[®] Cash Back Preferred World Elite Mastercard[∞], RBC RateAdvantage[®] Visa[∞], RBC Rewards[®] Visa[∞] Preferred, RBC Rewards+TM Visa[∞], RBC[®] IONTM Visa[∞], RBC[®] ION+TM Visa[∞], RBC[®] British Airways Visa

Infinite[‡], WestJet RBC[®] World Elite Mastercard[‡], WestJet RBC[®] Mastercard[‡], RBC[°] U.S. Dollar Visa[∞] Gold, RBC[°] Visa[∞] Classic Low Rate Option, RBC[°] Visa[∞] Platinum, Signature[®] RBC Rewards[®] Visa[∞], RBC Rewards[®] Visa[∞] Gold, RBC[®] Student Visa[∞] Classic, RBC[°] Visa[∞] Cash Back, RBC[°] Visa[∞] Classic, RBC[°] Visa[∞] Classic II Student or RBC[®] Visa[∞] Gold credit card in good standing.

- 37. "Metro location or participating stores" means banners, stores, establishments and websites of the Metro group ("Participating Banners "). Metro may remove or add Participating Banners and participating partners. You can visit the website www.moiprogram.ca for a full list of Participating Banners and participating partners.
- 38. **"RBC Agreements"** means any other agreement, besides the Terms, between you and Royal Bank that governs the use of your RBC Card or Deposit Account, as amended from time to time.
- 39. **"RBC Card"** means each of RBC Debit Card, Personal Credit Card, Business Debit Card, or Business Credit Card. including third party mobile payment systems (mobile wallet) supported by Royal Bank of Canada.
- 40. "RBC Debit Card" means an RBC client card tied to a Deposit Account.
- 41. **"Linked Loyalty Program"** means the joint promotions offered by Royal Bank and Metro to participating RBC clients.
- 42. "Royal Bank" means Royal Bank of Canada.
- 43. "Metro" means Metro Inc.
- 44. "Terms" means the Linked Loyalty Program Terms and Conditions.
- 45. "We" or "us" means Royal Bank and Metro.

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‡ Trademark of Metro Inc.

 ∞ All other trademarks are the property of their respective owner(s).

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