

KEY CHANGES TO YOUR REWARDS PROGRAM

Effective upon the launch date of Scene+, the SCENE® Loyalty Program is evolving into the Scene+™ Program, bringing you new and enhanced opportunities to earn and redeem your loyalty points. This means that the Terms and Conditions for the SCENE Loyalty Program are also changing.

The chart below highlights the key changes between the Terms and Conditions for the Scene Loyalty Program (the “**Scene T&Cs**”) and the Terms and Conditions for the Scene+ Program (the “**Scene+ T&Cs**”), so that you can better understand how the changes impact your participation in the Scene+ Program. In addition, we are providing you with a copy of the full Scene+ T&Cs. Please review these documents carefully, and if you have any questions or would like to receive a paper copy of the Scene+ T&Cs, please contact us at <https://www.scene.ca/contact-us>. Your continued participation in the Scene+ Program after the launch date of Scene+, means you agree to the Scene+ T&Cs.

Instructions on how to use the chart below:

- The chart below sets out the fundamental differences between the Scene T&Cs and the Scene+ T&Cs.
- If terms appear under the Scene T&Cs column, but not in the Scene+ T&Cs column, it means those terms no longer appear in the Scene+ T&Cs.
- If terms appear under the Scene+ T&Cs column, but not the Scene T&Cs column, it means these terms are new, and will be effective upon the launch date of Scene+.
- We have also provided some side notes to help explain the changes between the Scene T&Cs and Scene+ T&Cs.
- Any changes to the terms that apply to your Scotiabank debit or credit cards that earn Scene points will be communicated to you by Scotiabank.

Heading	Scene T&Cs Effective until the launch date of Scene+	Heading	Scene+ T&Cs Effective as of the launch date of Scene+	Notes
N/A	<p>Please read the following so that you understand the Terms and Conditions of a SCENE membership.</p> <p>Personal Information Highlights: We want to highlight a few things about the SCENE Program Terms and Conditions and the protection and use of your personal information:</p> <p>Your membership in the SCENE program is governed by the Terms and Conditions and the Privacy Policy. By clicking "I accept" below, you are agreeing to these Terms and Conditions and Privacy Policy. Please review them carefully.</p> <p>2. We will never sell or give your personal information to ANY third-party vendors. Any offers that you receive, including offers from third parties that we think may be of interest to you, will be</p>	N/A		<p>This section was an introduction to the Scene T&Cs to highlight information related to the protection of your personal information. While the introduction no longer appears as part of the Scene+ T&Cs, the terms, with the exception of paragraph 3, are still in the updated Scene+ Privacy Policy. Paragraph 3 no longer appears in either the Scene+ T&Cs or the Scene+ Privacy Policy.</p>

	<p>sent to you by SCENE, Scotiabank and Cineplex.</p> <p>3. Scotiabank Group* may offer pre-approved credit and other products to qualified SCENE members. <u>This means that, if you are over the age of majority in your province of residence, you agree that Scotiabank may request a copy of your credit report from the credit bureau.</u> If you don't want pre-approved offers from Scotiabank, you can change your preferences by opting out of Scotiabank communications on scene.ca after you have enrolled.</p> <p>4. SCENE members are eligible for special offers from SCENE, Scotiabank and Cineplex. You agree that we may share your contact information with Cineplex and Scotiabank Group (including your telephone number, e-mail or other electronic address) so that Cineplex and Scotiabank can contact you to offer you products and services directly. If you don't want to receive these special offers, or if you want to specify how we should contact you, you can change your preferences online at scene.ca after you have enrolled.</p>			<p>In addition, the language has been modified to provide that communications may be received from SCENE or any of its Owners (as defined below).</p>
	<p>“Scotiabank Group” means The Bank of Nova Scotia and its affiliates.</p>			
<p>PROGRAM OVERVIEW</p>		<p>Scene+ Overview (Definitions)</p>	<p>Active Status means that your Scene+ Account is open, and you are able to actively earn or redeem Scene+ Points (as described in these Scene+ Program Terms and Conditions).</p>	
			<p>Additional Terms and Conditions means (i) Additional Terms and Conditions for Scotiabank Visa Cardmembers, (ii) Additional Terms and Conditions for Scotiabank American Express Cardmembers, (iii) Additional Terms and Conditions for Scotiabank Debit Cardmembers, (iv) Additional Terms and Conditions for Redemptions through Apple And Best Buy Catalogues and (v) Additional Terms and Conditions for Scene+ Travel.</p>	

			Features means any redemption option or service provided through the Scene+ Program.	
			Owners means the owners of Scene LP, including Cineplex and Scotiabank, and their respective affiliates.	Cineplex, Scotiabank and their respective affiliates are defined as “Sponsor(s)” under the Scene T&Cs.
			Payment product means any payment card or device that Scene LP permits to be used to make a payment under the Scene+ Program and includes a Scotiabank ScotiaCard debit card (a “Scene+ ScotiaCard Debit Card”) or Scotiabank credit card (a “Scene+ Scotiabank Credit Card”) (each issued by Scotiabank) that is part of this Scene+ Program.	
			Rewards Partners means any business or entity authorized by Scene LP and in respect of which a Scene+ Member can earn or be awarded, or redeem Scene+ Points and/or Benefits under the Program and for greater certainty may include Owners, travel rewards partners and other rewards partners.	The definition of Rewards Partners has been expanded to include Owners and travel rewards partners.
			Scene+ Scotiabank Product means a Scene+ ScotiaCard® Debit Card or a Scene+ Scotiabank Credit Card or any other product or service that is offered or issued by Scotiabank that is part of the Scene+ Program and/or earns or is awarded Scene+ Points.	This definition changed from Scotiabank SCENE Product, and has been expanded to include “any other product or service that is offered or issued by Scotiabank that is part of the Scene+ Program and/or earns or is awarded Scene+ Points.”, and no longer includes pre-paid credit cards.
			Scene+ Travel means the Scene+ Travel website and call centre.	

PARTICIPATION IN THE PROGRAM	To earn additional SCENE Points, an individual may also apply for a Scotiabank personal bank account and get a SCENE® <i>ScotiaCard</i> ® banking card (a “ SCENE ScotiaCard ”) and/or apply for and be approved for a Scotiabank credit card issued by Scotiabank that earns SCENE Points (the “ SCENE Scotiabank Credit Card ”), and when using the SCENE <i>ScotiaCard</i> Card or the SCENE Scotiabank Credit Card, can earn additional SCENE Points for their Account (see below for further details); SCENE LP will facilitate the automatic connection of your SCENE Membership Account to your SCENE <i>ScotiaCard</i> and/or SCENE Scotiabank Credit Card, as set out in the SCENE Privacy Policy, so that SCENE Points earned on either a Scotiabank <i>ScotiaCard</i> or Scotiabank Credit Card can be deposited directly into your Account. However, SCENE LP and Scotiabank will not accept any liability if we fail to connect automatically as set out above.	Participation in Scene+ Program		This paragraph has been modified, and can be found in the “Earning Scene+ Points and Other Member Benefits. (including on Travel, Merchandise and Other Benefits)” Section below.
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		<p>Scene+ Points Transfer and Pooling</p>	<p>1. Scene+ Points may be transferred between Scene+ Members if;</p> <p>1.1 Each Scene+ Account is in Active Status; and 1.2 Scene LP permits the transfer in its sole discretion. Other terms and conditions may apply with each transfer as set by Scene LP in its sole discretion.</p> <p>Scene+ Points may be transferred in the event of the death of a Member, provided that the recipient(s) heirs and beneficiaries are existing Members or are otherwise eligible to become a Member and create a Scene+ Account for the Scene+ Points to be transferred.</p> <p>Scene LP reserves the right to request any documents it deems necessary for the above.</p> <p>2. Scene+ Points may be pooled between Scene+ Members if:</p> <p>2.1 Each Scene+ Account is part of the same household (each a “Household Member”); 2.2 Each Household Member’s Scene+ Account is in Active Status; and 2.3 Scene LP permits the pooling in its sole discretion.</p> <p>Scene+ Members may be required to provide necessary documentation as required by Scene LP to evidence the household and confirm the Household Member’s eligibility for this pooling. Additional terms and conditions may apply for pooling as established by Scene LP.</p>	
<p>MEMBERSHIP ENROLLMENT</p>	<p>5. By enrolling in the SCENE Program, you consent to receive communications from Scene LP, or its Sponsors, including but not limited to, information and special offers about the SCENE Program, information and offers available from a Sponsor and/or Rewards Partner, or information and offers for products and services that we think</p>	<p>Scene+ Membership Enrolment</p>		<p>This paragraph was deleted from the Scene+ T&Cs. However, terms related to this section are included in the Scene+ in the updated Privacy Policy.</p>

	<p>may be of value to you. You may withdraw your consent at any time by either updating your communication preferences through www.scene.ca or by unsubscribing from any email you receive. Unsubscribe requests and changes to communication preferences will be completed within 10 days from date of request.</p>			
<p>COMMITTED TO YOUR PRIVACY</p>	<p>Scene LP and its Sponsors (collectively, "we" or "our") are committed to protecting your privacy. We each may use any personal information collected by Scene LP for the following purposes:</p> <p>To set up and administer the SCENE Program including ongoing management of Accounts, and to accurately record SCENE Points and up-to-date Point balances;</p> <p>To process SCENE redemptions and issue rewards;</p> <p>To allow Members to participate in promotions, contests and surveys;</p> <p>To communicate with and deliver SCENE emails to Members;</p> <p>To understand Member needs and preferences, and to provide Members with products and services that meet your needs or interests;</p>			<p>This section was deleted from the Scene+ T&Cs. However, terms related to this section are included in the updated Scene+ Privacy Policy.</p>

	<p>To recommend our products and services, including pre-approved credit, or the products and services of third parties we select that may be of interest to Members;</p> <p>To provide Members with special offers and rewards from SCENE and its Sponsors and Reward Partners;</p> <p>To prevent and investigate suspicious, unauthorized, fraudulent, illegal and/or unlawful activity on your SCENE account; and</p> <p>To facilitate or enable any corporate or commercial transaction involving Scene LP and/or its Sponsors.</p> <p>Scene LP and its Sponsors will obtain consent before using personal information for a purpose that has not been specified, unless the new purpose is required by law. See the SCENE Privacy Policy at www.scene.ca, incorporated herein by reference, for further details. If our business is transferred to a new owner, Member personal information may be transferred to and considered an asset of the new owner.</p> <p>In order for Scotiabank to make offers to you directly, you agree that Scotiabank may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products. You may withdraw your consent at any time by giving Scotiabank reasonable notice.</p>			
<p>EARNING SCENE POINTS AND OTHER MEMBER BENEFITS</p>	<p>SCENE Points earned on the purchase of movie tickets at Cineplex theatres are earned on the purchase of paid admission tickets only. Certain (a) Cineplex coupons, offers and admission passes and/or (b) unauthorized third-party coupons, offers, programs and admission passes are not eligible towards the earning of SCENE Points. SCENE Points are issued for the purchase of</p>	<p>Earning Scene+ Points and Other Member Benefits. (including on Travel, Merchandise and Other</p>	<p>Scene+ Points earned on the purchase of movie tickets at Cineplex theatres are earned on the purchase of paid admission tickets only. Certain (i) Cineplex coupons, offers and admission passes and/or (ii) unauthorized third-party coupons, offers, programs and admission passes are not eligible towards the earning of Scene+ Points.</p>	<p>The following has been deleted from the Scene T&Cs, and does not appear in the Scene+ T&Cs:</p> <p>“SCENE Points are issued for the purchase of the</p>

	<p>the Member's admission ticket only and the admission ticket(s) of up to two (2) children under the age of fourteen, accompanying the Member</p>	<p>Benefits)</p>		<p>Member's admission ticket only and the admission ticket(s) of up to two (2) children under the age of fourteen, accompanying the Member."</p>
			<p>1.1. Scene+ Scotiabank Products: Members may also be eligible to earn additional Scene+ Points by being approved for (if applicable) and/or upon the opening or issuance by Scotiabank of a Scene+ Scotiabank Product and/or through using such Scene+ Scotiabank Product. To earn additional Scene+ Points, eligible individuals may also open an eligible Scotiabank personal bank account and get a Scene+ ScotiaCard Debit Card (a "Scene+ ScotiaCard") and/or apply for and be approved for and get a Scotiabank Credit Card issued by Scotiabank that earns Scene+ Points.</p>	
			<p>The Scene+ ScotiaCard and the Scene+ Scotiabank Credit Card can earn additional Scene+ Points for the Scene+ Account. The Additional Terms and Conditions for Scotiabank Debit Cardmembers apply to Scene+ ScotiaCards and the Additional Terms and Conditions for Scotiabank Visa Cardmembers and the Additional Terms and Conditions for Scotiabank American Express Cardmembers apply to Scene+ Scotiabank Credit Cards.</p>	
			<p>1.2 Travel Rewards Partners: Scene+ Members may be eligible to earn Scene+ Points for travel purchases made using Scene+ Scotiabank Products or any other payment products as described in the Additional Terms and Conditions for Scene+ Travel.</p>	
			<p>1.5 Additional Offers: Scene LP or Rewards Partners may also make offers (including for limited time periods) for which Members may earn additional Scene+ Points or may redeem Scene+ Points for additional rewards or Features and in some cases, those offers are not provided by Scene LP but instead by a Rewards Partner.</p>	

<p>REDEEMING SCENE POINTS</p>	<p>1. SCENE Points may be redeemed at participating locations owned or operated by Cineplex in Canada, including theatres and The Rec Room®, through Rewards Partners or via special offers and promotions in the levels and under the conditions and restrictions as set forth at www.scene.ca or such other applicable Offer Terms.</p>	<p>Redeeming Scene+ Points</p>	<p>3. Scene+ Points can be redeemed using one of the following options, as applicable:</p> <p>3.1. Redeeming Scene+ Points (“Points Only”): This option allows you to redeem Scene+ Points for the entire amount of the redemption transaction, or</p> <p>3.2. Redeeming Scene+ Points plus a charge to a payment product (“Points Plus Charge”): This payment option allows you to check out and make the purchase using Scene+ Points and charge the balance to a payment product. We may make other options for redemptions available to you.</p> <p>5. Scene+ Points may be redeemed at participating locations through Rewards Partners or via special offers and promotions in the levels and under the conditions and restrictions as set forth at the Program Site or such other applicable Offer Terms.</p> <p>6. Scene+ Points may also be redeemed for prepaid cards, gift cards and merchandise from the Apple and Best Buy catalogues, solely at Scene LP’s discretion. Items redeemed are not eligible for returns and refunds of your Scene+ Points and/or credit to your payment product. You are responsible for reviewing issuer terms and conditions prior to completion of your redemption transaction.</p> <p>6.1 Prepaid Cards: Prepaid cards terms and conditions apply and are set by the issuer of the prepaid card, not Scene LP.</p> <p>6.2 Gift Cards: Physical or electronic gift cards terms and conditions apply and are set by the issuer of the gift card, not Scene LP.</p> <p>6.3 Apple and Best Buy: Apple and Best Buy Terms and Conditions apply.</p> <p>7. Scene+ Scotiabank Cardmembers who redeem Scene+ Points are responsible for any applicable taxes associated with their redemption.</p>	<p>The same principles apply. However, as the program has expanded, more rewards options and opportunities to redeem points have been added.</p>
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<p>CONVERSION OF SCENE POINTS INTO SCOTIA REWARDS POINTS</p>	<p>Members that have both a SCENE Account and an account to which a SCENE Credit Card or SCENE ScotiaCard” has been issued by Scotiabank that earns Scotia Rewards® (the “Scotiabank Program Card Account”) may convert SCENE Points into Scotia Rewards points (“Scotia Rewards Points”), and vice versa. To do so, both your Scotiabank Program Card Account and SCENE Account must be in good standing. You agree that each time you submit a request to convert Scotia Rewards Points to/from SCENE Points, you are agreeing to the Points Conversion Terms and Conditions (“Points Conversion Terms”) available at https://www.scotiarewards.com/en-CA/Partner/Scene.</p> <p>All Scotia Rewards are subject to the terms and conditions of the Scotia Rewards Points Program (the “Scotia Rewards Program”) for your applicable card issued by Scotiabank (visit https://www.scotiarewards.com/en-CA/Help/TermsAndConditions for full the full terms and conditions of the Scotia Rewards Program). The Scotia Rewards Program is owned and operated by Scotiabank.</p>			<p>This section no longer applies with the merging of the Scene loyalty program and the Scotia Rewards loyalty program.</p>
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<p>INACTIVE SCENE MEMBERSHIP ACCOUNTS</p>	<p>Your Account may be made inactive if, during any 24-month period:</p> <ol style="list-style-type: none"> 1. your Membership Card was not used to earn or redeem SCENE Points; and 2. you did not acquire a new SCENE ScotiaCard in your name that is linked to a SCENE eligible Scotiabank bank account. (click here for an updated list of SCENE eligible Scotiabank bank accounts.); and 3. you did not open a new SCENE Credit Card account. <p>Unless prohibited by law, earning SCENE Points through a Scotiabank SCENE Product shall not be considered earning SCENE Points on your Account unless the Scotiabank SCENE Product has been linked to your Account.</p> <p>Written notice, as required by applicable law, will be provided prior to your Account being made inactive. If your Account is made inactive, all accumulated SCENE Points will be forfeited and your Account closed, with or without further notice.</p> <p>Should your Account be deemed inactive, any Scotiabank SCENE Product you may have may be replaced by Scotiabank with another Scotiabank credit or debit product that does not earn SCENE points.</p>	<p>Scene+ Account Closure by Scene LP</p>	<p>We may close your Scene+ Account if your Scene+ Membership Card was not used to earn, redeem or complete any other reward transaction activity in more than 24 consecutive months, unless you have a Scene+ Scotiabank Product (Scene+ ScotiaCard Debit Card and/or Scene+ Scotiabank Credit Card) that has not been cancelled and for which the underlying account remains open with Scotiabank.</p> <p>If your Scene+ Account is closed, you will forfeit all Scene+ Points in your Scene+ Account. Unless prohibited by law, earning Scene+ Points through a Scene+ Scotiabank Product shall not be considered earning Scene+ Points on your Scene+ Account unless the Scene+ Scotiabank Product has been linked to your Scene+ Account.</p> <p>Written notice from Scene LP, as required by applicable law, will be provided prior to your Scene+ Account being closed.</p>	
<p>SCENE.CA AND SCENE APP TERMS AND CONDITIONS</p>	<p>Through your mobile device, you may have the ability to activate the location tracking functionality to allow SCENE LP to access your GPS location. By activating this feature, you agree to allow SCENE LP to use your GPS location for purposes of notifying you when you are at, or are in close proximity to a Cineplex movie theatre, Scotiabank branch, or a Rewards Partner (each a "Location"), and you hereby agree that SCENE LP may collect and use your Location information and transmit such information to its third-party service providers.</p>	<p>Scene+ Program Site and Mobile App</p>		<p>This paragraph was deleted from the Scene+ T&Cs. However, terms related to this section are included in the updated Scene+ Privacy Policy.</p>

TERMINATION OF OR CHANGES TO THE PROGRAM AND/OR THE TERMS AND CONDITIONS		Program Termination or Changes or Selling the Program	<p>Scene LP also reserves the right to sell or transfer all or part of the Program (including ownership of the Program) to a related company or to a third party, to merge with another entity or to engage in any form of corporate reorganization or financing transaction. Additional Owners may be added without notice at the discretion of Scene LP.</p>		
			<p>If Scene LP provides you with any notice of a change, it will do so in writing or by electronic means including through the Program Site or such other means of notification as we may provide you about the change.</p>		
			<p>For Quebec Residents: If you are a Quebec resident, see the “For Quebec Residents Only (including Program Termination and Changes)” section below about how we may terminate this Program or make changes to these Scene+ Program Terms and Conditions.</p>		

<p>FOR QUEBEC RESIDENTS ONLY:</p>		<p>For Quebec Residents Only (including Program Termination and Changes)</p>	<p>Scene LP specifically reserves the right to change these terms and conditions, the Program, the Owners or Rewards Partners, any Scene+ Account, any Feature or Benefit, the Scene+ Points structure (including the number of Points you can earn or redeem), or any other award/reward or these terms and conditions (each a “Terms and Conditions Change”) with notice as required by applicable law, including:</p> <p>5. The circumstances and conditions under which Scene+ Points may be transferred, assigned, traded, pooled or otherwise converted and your Scene+ Account may be closed;</p> <p>6. The characteristics and the availability of any Feature or Benefit or offer, including where no expiry date is otherwise noted;</p> <p>7. The addition or removal of any Rewards Partner, where no expiry date is noted in the Offer Terms;</p> <p>9. Any limitation of liability; and</p> <p>10. Conditions for the closure of your Scene+ Account or Active Status.</p>	<p>This section was included in the Scene T&Cs. However, the following numbered paragraphs are either new or slightly amended.</p> <p>“Feature” was added to this paragraph.</p> <p>“the addition of a Rewards Partner” was added to this paragraph.</p>
			<p>When Scene LP provides you with any notice of a Terms and Conditions Change, it will do so in writing or by electronic means including through the Program Site or such other means of notification as we may provide you about the change.</p>	
<p>LIMITATION OF LIABILITY</p>	<p>Any liability SCENE LP may have to you, is limited to crediting your Account with the number of SCENE Points you redeemed in connection with those circumstances, or, if no SCENE Points were redeemed, crediting your Account with a maximum of 5,000 SCENE Points.</p>	<p>Limitation of Liability And Disputes</p>		
			<p>For Quebec residents only, this limitation of liability only applies to third parties and not to Scene LP.</p>	