

# SCENE® LOYALTY PROGRAM TERMS AND CONDITIONS

(Updated: 06/23/2021)

Please read the following so that you understand the Terms and Conditions of a SCENE membership.

**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:

1. 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.
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 sent to you by SCENE, Scotiabank and Cineplex.
3. Scotiabank Group\* may offer pre-approved credit and other products to qualified SCENE members. **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.** 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.
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.

**"Scotiabank Group"** means The Bank of Nova Scotia and its affiliates.

## **PROGRAM OVERVIEW**

SCENE is a loyalty rewards program, that is operated by Scene Limited Partnership, a general partnership organized under the laws of Ontario ("**Scene LP**"). Cineplex Entertainment LP ("**Cineplex**") and The Bank of Nova Scotia ("**Scotiabank**"), including their affiliates and subsidiaries, are the sponsors (collectively, the "**Sponsors**", individually a "**Sponsor**") of Scene LP and the SCENE loyalty program ("**SCENE**" or "**Program**"). Scene LP is solely responsible for conducting and administering the Program.

By enrolling in the Program and your continued membership in the Program, including earning or redeeming "**SCENE Points**", as further defined below, in a SCENE membership account ("**Account**"), individuals ("**you**", "**your**", "**Member(s)**") agree that you have read and agree to these SCENE Loyalty Program Terms and Conditions, as may be amended, (the "**Terms and Conditions**"), and you further consent to Scene GP's collection, use and disclosure of your personal information as described in SCENE GP's Privacy Policy (located at <https://www.scene.ca/privacy-policy>), as may be amended from time to time and incorporated in these Terms and Conditions.

Subject to applicable law, Scene LP specifically reserves the right to amend, alter, withdraw, suspend or terminate (a "**Change**") the Program, the Sponsors or Rewards Partners, any Account, any Benefit, the SCENE Points structure (including the number of SCENE Points you can earn or redeem), or any other award/reward or these Terms and Conditions either with or without notice where permitted by applicable law or as set out by these Terms and Conditions.

Any such Change, subject to any restrictions under applicable law, may affect SCENE Points, which you may have previously accumulated, and any future accumulation (earning) or redemption of SCENE Points.

Enrollment, membership and all related Benefits of the Program are offered in the sole discretion of Scene LP.

**Interpretation:** All uses of “including” or “includes” in these Terms and Conditions means includes or including but not limited to.

## **PARTICIPATION IN THE PROGRAM**

1. To participate in the Program (which includes all uses including, earning or redeeming SCENE Points, participating in special offers or promotions and taking advantage of Benefits), you must enrol to become a Member (see “Membership Enrollment” below). Membership is free and no purchase is required to become a Member, and maintain your membership. However, Scene GP may offer paid premium tiers to Members, which will be subject to additional terms and conditions. Joining such premium tiers is optional.
2. Membership in SCENE is limited to natural persons only. Businesses or organizations, including but not limited to, corporations, sole proprietorships, trusts, partnerships, charities, not-for profit or other entities, are not eligible for a membership in the SCENE Program.
3. You must enroll individually and provide your full legal name (and other contact information as required for us to keep our records up to date) upon enrollment in the Program. You may have only one open Account at any given time. Membership is solely for the benefit of the Member, and unless otherwise stated in these Terms and Conditions, SCENE Points will not be issued on the purchase of products or services by anyone other than the Member.
4. SCENE Points are personal and cannot be assigned, traded, or otherwise transferred without the prior written consent of Scene GP or as otherwise permitted in accordance with these Terms and Conditions. SCENE Points may be transferred in the event of the death of a Member, provided that the recipient(s) are existing Members or are otherwise eligible to become a Member, and create an Account for the SCENE Points to be deposited. Scene GP reserves the right to request any documents it deems necessary to ensure that the SCENE Points are transferred to the Member’s heirs or beneficiaries. Any assignment, transfer, trade or other conversion in violation of these Terms and Conditions will be void and may, at the sole discretion of Scene GP, result in the loss of SCENE Membership and/or the cancellation of the affected SCENE Points or Account, as the case may be.

5. To earn and redeem SCENE Points, an individual must become a Member. Each Member will be issued a physical or digital membership card, which may be used as a mobile barcode, (each a "**Membership Card**"). This Membership Card will be associated with one Account number.
6. To earn additional SCENE Points, an individual may also apply for a Scotiabank personal bank account and get a SCENE® *ScotiaCard*® 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 *ScotiaCard* 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 *ScotiaCard* and/or SCENE Scotiabank Credit Card, as set out in the SCENE Privacy Policy, so that SCENE Points earned on either a Scotiabank *ScotiaCard* 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.
7. SCENE membership is a privilege which can be revoked by Scene LP in its sole discretion, and subject to applicable law, at any time and without compensation for any reason including without limitation, for (i) fraud, abuse or breach of any of the Terms and Conditions, the Offer Terms, as defined below and/or the Program; and/or (iii) any other actions deemed to be contrary to Scene GP, the Program, and/or the interests of the Members, Sponsors or Rewards Partners.
8. Each Member shall be responsible for promptly advising Scene LP of any change to their name, mailing address, e-mail address or any other required membership enrollment data to ensure that such information remains up to date. We will provide notices or other communications based on the information that you last provided to us for our records.
9. A Member may not sell, exchange, give, charge or otherwise dispose of any SCENE Points (other than as permitted under these Terms and Conditions). SCENE Points have no monetary value whatsoever and cannot under any circumstances form the basis of a monetary claim against Scene LP, a Sponsor or Rewards Partner and cannot be converted to cash. There may be

circumstances where a Member may be responsible for any taxes applicable to SCENE Points, awards or rewards.

10. While SCENE LP uses reasonable efforts to ensure that your SCENE Point balance is accurate when you check your Account, there may be a delay between the time an eligible transaction is processed and the time it is reflected in your Account including the time that your SCENE Points balance is updated. Neither SCENE LP nor its Sponsors or Rewards Partners shall be responsible for any delay in receipt of SCENE Points earned or inaccurate SCENE Account balances.
11. You may cancel your Membership at anytime by contacting SCENE at 1-866-586-2805. If you cancel your Membership all SCENE Points in your Account will be forfeited.

## MEMBERSHIP ENROLLMENT

1. To become a Member, you must be a legal resident of Canada, have a valid Canadian address, a valid e-mail address and be 14 years of age or older.
2. To become a Member, simply enroll at [www.scene.ca](http://www.scene.ca), through the SCENE app, SCENE kiosks in-theatre or other available channels, accurately and completely.
3. Enrollment also requires the creation of a password or a personal identification number (referred to as a "**Password**"). The Password is used to access your Account online or through the mobile app. Anyone who knows your Password and Account number will have full access to your Account. You are responsible for maintaining the secrecy and security of your Password and for all activities that occur using your Password. You must notify Scene LP immediately of any unauthorized use or disclosure of your Password. Scene LP is not responsible in any way for any redemption of SCENE Points or loss arising from unauthorized use of your Password or your failure to comply with these provisions. Scene LP is not responsible for refunding any SCENE Points redeemed due to the unauthorized access to your Account, unless caused by the Scene LP's gross negligence. It is recommended that you take reasonable steps to protect your Account and your Password and change your Password regularly to prevent the unauthorized access to your Account. For additional information on how to keep your Account secure, please visit <https://www.scene.ca/security>.

4. If you choose to receive a physical Membership Card, it will be mailed to the home address you provided upon enrollment in approximately 5 - 10 business days after your application is processed and your Account is opened. Members may choose to access a digital version of their membership card through [www.scene.ca](http://www.scene.ca), the SCENE mobile app, Cineplex app, or smart phone wallet. Membership Cards are not transferable and must only be used by the Member to whom the Membership Card was issued.
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 may be of value to you. You may withdraw your consent at any time by either updating your communication preferences through [www.scene.ca](http://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.
6. The Program is not marketed to or directed towards children under 14 years of age, and children under 14 are not eligible to participate. If you enrol as a Member, you declare that you are at least 14 years or older. Scene GP requests that website visitors under 14 years of age not provide any personal information and do not enrol as Members. If for any reason Scene LP believes a user may be under the age of 14, it reserves the right to request proof of age of such user. If such proof is not provided, or if it is discovered the user is under the age of 14, all personal information regarding that individual will be deleted from the Scene LP system and Scene LP reserves the right to limit and/or ban the user from membership in the Program.
7. Enrollment in the Program is subject to verification and will be deemed invalid if the information provided is not true and/or complete or the Member fails to meet any eligibility requirements for the Program or these Terms and Conditions.

**COMMITTED TO YOUR PRIVACY**

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:

- 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;
- To process SCENE redemptions and issue rewards;
- To allow Members to participate in promotions, contests and surveys;
- To communicate with and deliver SCENE emails to Members;
- To understand Member needs and preferences, and to provide Members with products and services that meet your needs or interests;
- 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;
- To provide Members with special offers and rewards from SCENE and its Sponsors and Reward Partners;
- To prevent and investigate suspicious, unauthorized, fraudulent, illegal and/or unlawful activity on your SCENE account; and
- To facilitate or enable any corporate or commercial transaction involving Scene LP and/or its Sponsors.

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](http://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.

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.

## **EARNING SCENE POINTS AND OTHER MEMBER BENEFITS**

1. The terms "**SCENE Points**" mean the points that you earn and are awarded to you when you use your Membership Card, or if applicable, your Scotiabank SCENE Product, as defined below, or when you take advantage of any offer or Benefit or those Scene Points that you redeem as described in these Terms and Conditions.
2. SCENE Points are earned on product and services, and at the rates set out on scene.ca or in the terms and conditions of any offer or other Offer Terms that we provide to you when we make such offers available.
3. 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 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.
4. Members may also be eligible to earn additional SCENE Points by applying for, being approved for (if applicable) and upon issuance by Scotiabank of such cards, and using a SCENE *ScotiaCard*, a SCENE Scotiabank Credit Card or if available, a SCENE Scotiabank pre-paid credit card (collectively, the "**Scotiabank SCENE Products**"). SCENE Points earned through the use of Scotiabank SCENE Products are subject to additional terms and conditions, found at <https://www.scene.ca/scotiabank-cards>.
5. Members may also be entitled to discounts, promotions and other special offers (collectively, "**Benefits**") that do not relate to earning or redeeming SCENE Points. Such Benefits may be changed or terminated with or without notice, subject to applicable law. See [www.scene.ca](http://www.scene.ca) for information on current Benefits available and for any restrictions that may apply to each Benefit.
6. Scene LP may provide additional opportunities for Members to earn and/or redeem SCENE Points or participate in other Benefits through third party rewards partners ("**Rewards Partners**"). Offers and Benefits available through Rewards Partners are time limited and subject to these Terms and Conditions, as well as the terms and conditions of each specific offer or Benefit associated with a Rewards Partner (the "**Offer**



**Terms**”). In the event of a discrepancy between these Terms and Conditions and the Offer Terms, the Offer Terms will govern. Scene LP may also advertise offers for which Members may earn additional SCENE Points or may redeem SCENE Points for additional rewards and in some cases, those offers are not provided by Scene LP but instead by a Rewards Partner.

7. SCENE Points will only be issued when your SCENE Account number or Membership Card is presented before the completion of a purchase transaction. In addition, Members may provide their Membership Card, digital card or mobile barcode before the completion of the purchase transaction.
8. Any unauthorized reproduction or sharing of a Membership Card or Account number may lead to a deduction of or loss of SCENE Points in such Account, exclusion from the Program, cancellation or closure of the Account and may have additional legal consequences.
9. Scene LP, a Sponsor or a Rewards Partner may refuse to record or honour SCENE Points in your Account, or if already recorded, may cancel such SCENE Points, if Scene LP cannot confirm that the SCENE Points were properly issued or obtained. In addition, SCENE GP may cancel any Account if SCENE LP, in its sole discretion, suspects that the Account is being used fraudulently to earn or redeem SCENE Points, or not in accordance with these Terms and Conditions or any Offer Terms, and any SCENE Points in the Account at the time of cancellation will be forfeited; and
10. If you believe that there is an error in your Account balance, you must contact Customer Service (1-866-586-2805) within 60 days of the date of the transaction or the Account balance will be deemed correct, except for excess SCENE Points improperly applied to your Account. Scene LP may require that Members submit documentation to support your claim.

## **RETURNS AND/OR EXCHANGES**

In the event of a return and/or exchange of any purchase for which SCENE Points were earned (or otherwise awarded) or redeemed, SCENE Points relating to such return and/or exchange will be deducted from or returned to your Account. Your SCENE Points balance will be reduced or increased by the equivalent number of SCENE Points earned (or otherwise awarded) or redeemed for the returned or exchanged items on the original transaction.

## REDEEMING SCENE POINTS

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](http://www.scene.ca) or such other applicable Offer Terms.
2. Members must present their Membership Card or SCENE Account number at the time of transaction to redeem SCENE Points.
3. Your SCENE Points balance will be reduced by the number of SCENE Points required to obtain the desired Point redemption level. Unredeemed SCENE Points plus any SCENE Points earned in the current transaction, will remain in your Account, subject to the "Inactive SCENE Membership Accounts" section below, and can be applied to subsequent transactions.
4. SCENE Points can only be redeemed if the required Point redemption level is reached prior to the redemption transaction.
5. You may be required to provide proof of and/or authentication of your identity when redeeming SCENE Points to protect your Account and to verify your Member status.

## CONVERSION OF SCENE POINTS INTO SCOTIA REWARDS POINTS

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>.

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#Conversion> for full the full terms and

conditions of the *Scotia Rewards Program*). The *Scotia Rewards Program* is owned and operated by Scotiabank.

### **INACTIVE SCENE MEMBERSHIP ACCOUNTS**

Your Account may be made inactive if, during any 24-month period:

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.

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.

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.

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.

### **LOST, STOLEN OR DAMAGED MEMBERSHIP CARDS OR UNAUTHORIZED ACCESS TO YOUR ACCOUNT**

1. You must notify Scene LP immediately by calling 1-866-586-2805 if your Membership Card or Account number is lost or stolen or if someone other than you has accessed your Account. When Scene LP is made aware of a lost or stolen Membership Card, or an Account is accessed by someone other than the Member, it will deactivate the Membership Card and flag it as lost or stolen and

the Account will be rendered inactive. A new Account number and Membership Card may be provided at Scene LP's sole discretion. Any replacement Membership Card will be mailed to the last address provided in the Member's registration profile and the accumulated, unredeemed SCENE Points will remain intact and will be transferred to the new Account number. Scene LP is not responsible for any redemption made or changes made to an Account by a third party using a lost or stolen Membership Card or access to your Account by anyone other than you.

2. In the event that your SCENE *ScotiaCard* and/or SCENE Credit Card is lost or stolen, please immediately notify your Scotiabank branch or call 1-800-4SCOTIA (1-800-472-6842).
3. If you have a damaged Membership Card, a replacement card may be issued at Scene GP's sole discretion.

## **SCENE.CA AND SCENE APP TERMS AND CONDITIONS**

The use of any part of scene.ca, including any associated mobile websites, (collectively the "**Website(s)**") or mobile applications owned or operated by or on behalf of SCENE GP (such mobile applications collectively referred to as the "**SCENE app**"), are governed by these Terms and Conditions. You are solely responsible for any data charges that may be incurred by your use of the SCENE app or the use of the Website through a mobile device.

You may only connect one Account to the SCENE app. Only the Account belonging to you as a Member may be used in association with the SCENE app. You will not be permitted to add an Account belonging to another Member or share any Benefits with another individual. In the event that SCENE LP has determined that a Member is allowing their Account to be accessed by other individuals, for example by connecting the Account to the SCENE app on multiple devices, SCENE LP may remove any SCENE Points earned and/or cancel the Account without notice. Once the Account is connected to the SCENE app, the membership number may be used like a physical card for the purposes of bar code scanning at the point of sale.

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.

Members have the option to use a "persistent log-in" feature, which allows you to remain logged-in to your Account even when the SCENE app is closed. Members that turn on the persistent log-in feature will be signed in to their Account for thirty (30) days from the date their Membership Card was last used. SCENE LP is not responsible for any unauthorized use of your Account if you use the persistent log-in option.

The SCENE app allows for Account integration with certain mobile wallets ("**Wallet(s)**") if a Member elects to link their Account to the Wallet. Use of any Wallet is subject to the terms and conditions and privacy policies of the owner of the Wallet. It is recommended that you review such terms and conditions and privacy policies before linking your Account to a Wallet. SCENE LP is not responsible for any functionality offered by a Wallet, including any inconsistencies related to your Account balance or inability to use the Wallet to earn or redeem SCENE Points.

The Websites or SCENE app may contain material that is inappropriate for audiences under the age of thirteen (13). You acknowledge and agree that you will not authorize anyone under the age of thirteen (13) to access or view the Website or the SCENE app. SCENE LP believes that parents should supervise their children's online activities and consider using commercially available parental control protections (such as computer hardware, software, or filtering services) may assist you in limiting access to material that is harmful to children. These tools can also prevent children from disclosing online their name, address, and other personal information without parental permission. If you are interested in learning more about these protections, information is available at [www.cybersitter.com](http://www.cybersitter.com), [www.netnanny.com](http://www.netnanny.com) or other analogous sites providing information on such protections. (Note: The preceding links are provided for information purposes only. SCENE LP is not affiliated with these entities and the foregoing is not intended as an endorsement of these entities, their services or policies). If for any reason SCENE LP believes a user may be under the age of 13, SCENE

LP reserves the right to request proof of age of such user. If such proof is not provided, or if it is discovered the user is under the age of 13 all personal information shall be deleted from our system and we reserve the right to limit and/or ban the user from our Website and/or SCENE app.

## **TERMINATION OF OR CHANGES TO THE PROGRAM AND/OR THE TERMS AND CONDITIONS**

Scene LP shall be under no obligation to continue the Program or to provide any notice of its suspension or termination, unless required by law. In addition, and subject to applicable law, Scene LP may change these Terms and Conditions, any aspect of the Program, including termination of the Program, or changes to redemption procedures or any rewards, Benefits or Rewards Partners in any respect, all without notice, even if such changes may affect the value of SCENE Points already accumulated, unless prohibited by applicable law.

Your continued enrollment and participation in the Program after the effective date of any such change is your acknowledgement that you agree to the Terms and Conditions, as modified. In the event that you do not agree to such changes to the Program, your sole remedy is to cancel your Account.

## **LIMITATION OF LIABILITY**

None of SCENE LP, the Sponsors, Rewards Partners, each of their affiliates, subsidiaries, parents and related entities, and each of their respective officers, directors and employees (collectively, the "**Released Parties**"), shall assume any liability whatsoever, including without limitation, liability for any expense, loss, cost, injury, damage, accident or any other matter or thing whatsoever, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to the Program or by reason of: (a) the termination or suspension of or amendment to the Program in whole or in part; (b) the addition or deletion of or change to a Benefit, Rewards Partners or other features of the Program, with or without notice; (b) your participation in or inability to participate in the Program; any unauthorized access to your Account.

SCENE LP has no responsibility or liability for any loss, damage, injury or costs, however suffered or caused, directly or indirectly arising out of or related to any offer, statement or claim made by the Sponsors and/or Rewards Partners and/or the purchase or use of any goods or services of any Sponsor and/or Rewards Partner.

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.

By participating in this Program, you agree that: (i) you will give us the opportunity to try to resolve any issues or disputes you may have before taking legal action. Except for Members residing in the province of Quebec, or if prohibited by law, (a) all disputes, claims and causes of action arising out of or connected with the Program and/or these Terms and Conditions shall be resolved without resort to any form of class action; (b) any and all claims, judgments and awards shall in no event include legal fees; and (c) Members shall not be permitted to obtain awards for damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

## **GENERAL**

The online version of these Terms and Conditions is the governing version. In the event of any discrepancy or inconsistency between the English and French Terms and Conditions and disclosures or other statements made about the Program, English Terms and Conditions shall prevail, govern and control.

Unless prohibited by law, and except for Members residing in the province of Quebec where the Program shall be governed by the laws of Quebec and the jurisdiction of its courts, any issues concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or any Offer Terms, as well as any disputes between you and SCENE LP in connection with the Program, shall be governed in accordance with the laws of the Province of Ontario, Canada, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. You agree that the courts in the City of Toronto, Ontario, shall

determine any matter or dispute arising under or in respect of these Terms and Conditions and/or the Program and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Ontario.

These Terms and Conditions, the Privacy Policy and any Offer Terms (if applicable) constitute the entire agreement between you and Scene LP regarding your participation in the Program, your entitlement to collect and redeem SCENE Points and your entitlement to any other benefits of the Program, and supersede all previous versions. Except as expressly contained in these Terms and Conditions, there are no conditions, representations, warranties, express or implied, statutory or otherwise. When you deal with Scene LP, its Sponsors or Rewards Partners over the Internet, you consent to the formation of contractual relations through electronic communications. Scene LP has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program. In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

**FOR QUEBEC RESIDENTS ONLY:**

The following terms and conditions apply to residents of Quebec only:

In the event your Account becomes inactive (as set out in the Inactive SCENE Membership Account section above in these Terms and Conditions), SCENE LP will provide you with at least 30, but not more than 60, days' prior written notice before your SCENE Points are expired.

Scene LP specifically reserves the right to amend or otherwise change (the "Change") these Terms and Conditions, the Program, the Sponsors or Rewards Partners, any Account, any Benefit, the SCENE Points structure (including the number of SCENE Points you can earn or redeem), or any other award/reward or these Terms and Conditions with notice as required by applicable law, including:

- Eligibility requirements for participating in the Program;
- The way in which Members may participate in the Program;



- The way and rate at which Scene Points may be earned and/or redeemed, provided that any Change does not devalue Scene Points earned prior to the effective date of the Change;
- The availability of any Benefit or offer, where no expiry date is otherwise noted;
- The removal of any Rewards Partner, where no expiry date is noted in the Offer Terms.
- The locations where Scene Points may be earned and/or redeemed.

You acknowledge and agree that the inclusion of Rewards Partners or Benefits may be temporary and that the discontinuation of any Rewards Partner or Benefit, regardless of whether an expiry date is included in the Offer Terms does not trigger a Change to these Terms and Conditions, and that advanced notice is not required.

SCENE LP will provide you with written notice of any Change, specifically identifying the new and/or amended sections of the Terms and Conditions, between 60 and 90 days before the Change comes into effect.

Upon receipt of the notice from SCENE LP, you may refuse to accept the Change and cancel your participation in the Program without cost, by sending us a written notice no later than 30 days after the effective date of the Change, at the address or email address indicated in the notice from SCENE LP. If you send us such written notice, you will then have sixty (60) days to redeem any SCENE Points in your Account. If you do not exercise your right to cancel your participation in the Program as set out above, your continued enrollment and participation in the Program after the effective date of any Change is your acknowledgement that you agree to the Terms and Conditions, as modified.

Should you have any questions regarding these Terms and Conditions, please review the Help section of [scene.ca](http://scene.ca). If you are unable to find the answer you are looking for, please contact us at 1-866-586-2805.