



# TD CASH BACK PROGRAM TERMS AND CONDITIONS

*These TD Cash Back Program Terms and Conditions form part of your Cardholder Agreement. Please carefully read this important document and store it in a safe place. We may send you changes or replacements for these TD Cash Back Program Terms and Conditions from time to time. These TD Cash Back Program Terms and Conditions replace all previous versions. You can also find a copy of these TD Cash Back Program Terms and Conditions at [td.com/agreements](https://td.com/agreements).*

*You should read these TD Cash Back Program Terms and Conditions along with any other Agreements that apply to your TD Credit Card. When you activate, access or use your Card or the Account, any of these actions mean that you have agreed to, received and read all documents that make up the Agreement, including these TD Cash Back Program Terms and Conditions.*

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### Section 1: Definitions

Here are what some **key words** mean in these TD Cash Back Program Terms and Conditions. We also explain what other key words mean directly in other sections of these TD Cash Back Program Terms and Conditions.

If you see any other capitalized terms that are used in these TD Cash Back Program Terms and Conditions, you can find their definitions in your Cardholder Agreement.

**Account** means the TD Credit Card account we open and maintain for the Primary Cardholder.

**Additional Cardholder** means a person who has been added to the Account at the Primary Cardholder's request. This person has access to the Account, and we have issued them a Card connected with the Account.

**Agreement** means the Cardholder Agreement, as changed from time to time. The Cardholder Agreement includes:

- The Disclosure Statement for the Account, as changed from time to time;
- The Privacy Agreement, as changed from time to time; and
- These TD Cash Back Dollar Program Terms and Conditions, as changed from time to time.

**Cardholder** means the Primary Cardholder and any Additional Cardholder.

**Good Standing** means that you are following what you are required to do, or not do, under the Agreement.

**Program** means the TD Cash Back Program connected with the Account and includes all Program privileges and reward benefits, including Cash Back Dollars.

**Residents of Quebec** means all Primary Cardholders who have indicated to us that their principal residence is in Quebec.

**Residents Outside of Quebec** means all Primary Cardholders who have indicated to us that their principal residence is not in Quebec.

**We, us, or our** refers to The Toronto-Dominion Bank.

**You, your, yours, or yourself** means each Cardholder.

### Section 2: Earning Cash Back Dollars

#### 2.1 What are Cash Back Dollars?

Cash Back Dollars are reward credits that you earn when you make qualifying Purchases with the Account linked with the Program. The number of Cash Back Dollars you can earn will depend on the amount and the specific type of Purchase you make with the Account. Cash Back Dollars have no monetary value until redeemed as a statement credit to the Account linked with the Program.

You can only earn Cash Back Dollars on the **net** Purchases charged and posted to the Account. This means that credits for refunds, returned items and other similar credits for Purchases will reduce or cancel the Cash Back Dollars earned.

You do not earn Cash Back Dollars on the following:

- Cash Advances (including Balance Transfers, Cash-like Transactions, and TD Visa Cheques);
- Interest charges;
- Fees;

- Adjustments;
- Refunds; and/or
- Rebates or other similar Account credits.

## 2.2 How do you earn Cash Back Dollars?

The Account linked with the Program must be open and in Good Standing to earn Cash Back Dollars.

- If you cannot make a Purchase because the Account is not in Good Standing and we have restricted the Account's ability to make Transactions, you cannot earn Cash Back Dollars.
- Please see your Cardholder Agreement to learn more about when the Account will not be considered in Good Standing and what can happen if the Account is not in Good Standing.

You will earn Cash Back Dollars in only one of the Purchase Categories set out in the below chart when you make a qualifying Purchase and your Account is in Good Standing. The number of Cash Back Dollars that you can earn will depend on the type of TD Credit Card you have.

Cash Back Dollars that you earn will be rounded up or down to the nearest first two decimal places after the decimal point.

	<i>TD Cash Back Visa* Card</i>	<i>TD Cash Back Visa Infinite* Card</i>
Purchase Category	Cash Back Dollars Earned	Cash Back Dollars Earned
Base Earn Rate for all Purchases other than Purchases in the Purchase Categories below	Earn <b>0.5%</b> in Cash Back Dollars in Purchases. Cash Back Dollars that you earn through another Purchase Category set out below are in place of, and are not in addition to, the Base Earn Rate.	Earn <b>1%</b> in Cash Back Dollars in Purchases. Cash Back Dollars that you earn through another Purchase Category set out below are in place of, and are not in addition to, the Base Earn Rate.
Gas Earn Rate	Earn <b>1%</b> in Cash Back Dollars in Gas Purchases. <b>Annual Cap:</b> The Gas Earn Rate will no longer apply when the total Gas Purchases exceed <b>\$5,000.00</b> in a year. If you exceed the Annual Cap, you will earn the Base Earn Rate. The year runs after your first statement period in January until the end of your statement period the following January.	Earn <b>3%</b> in Cash Back Dollars in Gas Purchases. <b>Annual Cap:</b> The Gas Earn Rate will no longer apply when the total Gas Purchases exceed <b>\$15,000.00</b> in a year. If you exceed the Annual Cap, you will earn the Base Earn Rate. The year runs after your first statement period in January until the end of your statement period the following January.

<b>Grocery Earn Rate</b>	<p>Earn <b>1%</b> in Cash Back Dollars on Grocery Purchases.</p> <p><b>Annual Cap:</b> The Grocery Earn Rate will no longer apply when the total Grocery Purchases exceed <b>\$5,000.00</b> in a year. If you exceed the Annual Cap, you will earn the Base Earn Rate. The year runs after your first statement period in January until the end of your statement period the following January.</p>	<p>Earn <b>3%</b> in Cash Back Dollars in Grocery Purchases.</p> <p><b>Annual Cap:</b> The Grocery Earn Rate will no longer apply when the total Grocery Purchases exceed <b>\$15,000.00</b> in a year. If you exceed the Annual Cap, you will earn the Base Earn Rate. The year runs after your first statement period in January until the end of your statement period the following January.</p>
<b>Pre-Authorized Purchases (PAP) Earn Rate</b>	<p>Earn <b>1%</b> in Cash Back Dollars on PAPs.</p> <p><b>Annual Cap:</b> The PAP Earn Rate will no longer apply when the total PAPs exceed <b>\$5,000.00</b> in a year. If the total PAPs in a year exceed the Annual Cap, you will earn the Base Earn Rate. The year runs after your first statement period in January until the end of your statement period the following January.</p>	<p>Earn <b>3%</b> in Cash Back Dollars on PAPs.</p> <p><b>Annual Cap:</b> The PAP Earn Rate will no longer apply when the total PAPs exceed <b>\$15,000.00</b> in a year. If the total PAPs in a year exceed the Annual Cap, you will earn the Base Earn Rate. The year runs after your first statement period in January until the end of your statement period the following January.</p>

## 2.3 How do we determine if a Purchase qualifies for a Purchase Category?

We use Merchant Category Codes to determine the Purchase Category for Gas Purchases and Grocery Purchases.

**Merchant Category Code** means the merchant category code that the Visa payment network uses for a merchant to classify its goods and services, which may be changed from time to time by Visa. Only Purchases using the following Merchant Category Codes will qualify for the Gas Earn Rate or the Grocery Earn Rate:

- Gas Purchases: **5541** and **5542**
- Grocery Purchases: **5411**

We do not monitor merchants to see if they correctly identify and bill Transactions according to a Merchant Category Code, or if they correctly identify a Transaction as a PAP. However, we do reserve the right to determine if a Purchase qualifies for a certain Purchase Category.

**Gas Purchases** means buying gas or gas station services or products from a merchant classified through the Visa payment network using the above noted Merchant Category Codes for Gas Purchases.

**Grocery Purchases** means buying groceries or grocery items from a merchant classified through the Visa payment network using the above noted Merchant Category Code for Grocery Purchases.

**Pre-authorized payments** or **PAP(s)** means Purchases set up by any Cardholder that the Cardholder charges to the Account. A PAP allows a Cardholder to automatically pay for recurring bill payments with a merchant. The payment will occur on a specified date and frequency (such as daily, monthly or annually).

Please contact us using the contact details in Section **6** *How to Contact Us* if you want to confirm whether a Purchase charged to the Account qualifies for a Purchase Category.

If a Purchase qualifies for more than one Purchase Category, you will only earn Cash Back Dollars in one of those Purchase Categories. We reserve the right to determine which Earn Rate your qualifying Purchase will earn.

## 2.4 Can you receive Offers?

Occasionally, we may offer you limited time offers that apply to the Program, which may grant you:

- Additional Purchase Categories;
- Additional and/or increased earn rates for a Purchase Category;
- Additional and/or decreased redemption rates;
- Benefits with select merchants; and/or
- Bonus Cash Back Dollars.

Additional terms and conditions will apply to such offers and such terms and conditions will be available to you at the time the offer is made.

## Section 3: Redeeming Cash Back Dollars

### 3.1 How do you redeem Cash Back Dollars?

To redeem Cash Back Dollars, the Account connected with the Program must be open, active and in Good Standing. This means:

- For the purposes of this Program, if you miss making **2** minimum payments in a row, you cannot redeem your Cash Back Dollars. You must bring the Account into Good Standing before you can redeem your Cash Back Dollars. For example, you must make your minimum payment by the Payment Due Date. To learn more about how you can bring the Account to Good Standing, contact us using the information provided in Section **6** *How to Contact Us*.
- The Account must be active to redeem Cash Back Dollars. If you do not earn or redeem any Cash Back Dollars for a period of **1** year or more, the Account is considered inactive for the purpose of the Program. To learn more about what can happen to your Cash Back Dollars if your Account is inactive for the purposes of the Program, please see Section **4.4** *Can your Cash Back Dollars expire, or can you forfeit them?*
- Please see your Cardholder Agreement to learn more about when the Account will not be considered in Good Standing and what can happen if the Account is not in Good Standing.

The Primary Cardholder or any Additional Cardholder can redeem Cash Back Dollars for the following:

- A credit to the Account connected with the Program;
- Other Redemption Options; and/or
- Any other manner that we may allow from time to time.

Redemption of Cash Back Dollars will not happen automatically. Cash Back Dollars will continue to collect in your Cash Back Dollar balance for the Account until you tell us how you would like to redeem your Cash Back Dollars.

You cannot redeem Cash Back Dollars earned for Purchases that have not yet been posted to the Account and not yet recorded to your Cash Back Dollar balance.

We will rely on the first set of instructions we receive, either from the Primary Cardholder or an Additional Cardholder to redeem Cash Back Dollars. Our electronic time-keeping methods will be definitive in determining the time and date of receipt by us of any redemption instructions.

### 3.2 How do you redeem Cash Back Dollars as a credit to the Account?

You can redeem Cash Back Dollars by instructing us to apply a credit to the Account connected with the Program.

You can instruct us to redeem your Cash Back Dollars as a credit to the Account in the following manner:

- **On Demand:** Redeem at any time as long as the Account has earned at least **\$25.00** in the Cash Back Dollar balance; or

- **Annually:** Redeem annually, with no minimum Cash Back Dollar balance required. When you choose to redeem annually, we credit Cash Back Dollars to the Account each January following the end of a calendar year.

You can give us instructions to redeem your Cash Back Dollars as a credit to the Account in the following ways:

- Through EasyWeb or TD Mobile App;
- Through your Account profile at **TDRewards.com**;
- By visiting a TD branch;
- By phone using the contact information listed in Section **6 How to Contact Us**; or
- By any other manner that we may allow from time to time.

When you redeem Cash Back Dollars as a credit to the Account, we do not consider this as part of your minimum payment. You will still need to pay the full minimum payment on or before the Payment Due Date detailed on your statement and in accordance with the Cardholder Agreement. Please see your Cardholder Agreement to learn more about making payments to the Account.

### **3.3 How do you redeem Cash Back Dollars for Other Redemption Options?**

We may let you redeem Cash Back Dollars towards items other than as a credit to the Account (**Other Redemption Options**) including towards:

- Merchandise and services;
- Purchases at specific merchants;
- Education credits; and/or
- Any other item that we may allow from time to time.

To redeem for Other Redemption Options or to learn more about Other Redemption Options, visit **www.TDRewards.com**. When you redeem Cash Back Dollars for Other Redemption Options, additional terms and conditions will apply and such terms and conditions will be available to you at the time you redeem for Other Redemption Options. We do not have to provide Other Redemption Options and can cancel or change them at any time, in our sole discretion.

## **Section 4: Program Terms**

### **4.1 How can you check your Cash Back Dollar balance?**

You can view your Cash Back Dollar balance in the following ways:

- Online at **TDRewards.com**;
- Through EasyWeb or the TD Mobile App;
- On the Account's statement;
- By phone using the contact information listed in Section **6 How to Contact Us**; and/or
- Any other manner that we may allow from time to time.

### **4.2 What happens if there is an error with your Cash Back Dollar balance?**

You must review your Cash Back Dollar balance on each Account statement and contact us about any errors within **30** days from the statement date so we can immediately investigate them. Contact us using the information listed in Section **6 How to Contact Us**.

If you do not contact us about errors within **30** days from the statement date, we will consider the Cash Back Dollar balance and our Records to be correct (except for any amount that we credited to the Account in error). If we confirm an error, or if we accidentally credit Cash Back Dollars to your Cash Back Dollar balance, we may adjust the Cash Back Dollar balance at any time without notifying you.

### **4.3 Can you combine your Cash Back Dollars with other Accounts under the Cash Back Program?**

No, you cannot combine your Cash Back Dollars with any other Account. You can only redeem Cash Back Dollars on the Account that has earned them.

4.4 Can your Cash Back Dollars expire, or can you forfeit them?

Cash Back Dollars will not expire and be forfeited so long as the Account connected to the Program remains open, active and in Good Standing, and the Agreement has not ended. Below is a chart that explains how and when your Cash Back Dollars will expire and be forfeited. In all cases below, we can delay the expiry of Cash Back Dollars and that delay does not prevent us from exercising our rights under these TD Cash Back Program Terms and Conditions.

Cash Back Dollars will expire and be forfeited in the following events:

<b>If you close the Account</b>	<p><b>If the Account has a Balance</b></p> <p>If the Account is in Good Standing and the Primary Cardholder closes the Account, the Primary Cardholder must first apply any Cash Back Dollars in your Cash Back Dollar balance as of the Account closing date towards the Account Balance until the Account Balance is paid in full.</p> <p><b>If the Account does not have a Balance</b></p> <p>If the Account Balance is paid in full, and if there are any Cash Back Dollars remaining in your Cash Back Dollar balance, you must make one of the following redemption requests within <b>90</b> days from the Account closing date:</p> <ul style="list-style-type: none"><li>• If the Cash Back Dollar balance is <b>\$25</b> or more: you can redeem the Cash Back Dollars for Other Redemption Options or ask us to send a cheque for the full amount of Cash Back Dollars; or</li><li>• If the Cash Back Dollar balance is less than <b>\$25</b>: you may redeem the Cash Back Dollars for Other Redemption Options.</li></ul> <p>If you do not redeem Cash Back Dollars within <b>90</b> days from the Account closing date, your Cash Back Dollars will expire, and you will forfeit them.</p>
<b>If we close the Account</b>	<p><b>For Residents Outside of Quebec</b></p> <ul style="list-style-type: none"><li>• If for any reason we close the Account that connects with the Program, all Cash Back Dollars will expire and be forfeited immediately.</li></ul> <p><b>For Residents of Quebec</b></p> <ul style="list-style-type: none"><li>• <b>Not in Good Standing under the Agreement</b> If we close the Account because the Account is not in Good Standing, all Cash Back Dollars will expire and be forfeited immediately.</li><li>• <b>Reason other than inactivity or the Account is not in Good Standing</b> If we close the Account for any other reason (other than for inactivity or the Account is not in Good Standing), we will provide you with written notice that any Cash Back Dollars in your Cash Back Dollar balance will expire by a specified date. You will have until this specified date to redeem those Cash Back Dollars. If you do not redeem your Cash Back Dollars by this specified date, your Cash Back Dollars will expire, and you will forfeit them.</li></ul>
<b>If the Account is inactive</b>	<p>If you do not earn or redeem any Cash Back Dollars for a period of <b>1</b> year or more, the Account is considered inactive for the purpose of the Program. If for any reason your Account is inactive, we may close the Account and we will provide you with a written notice that any Cash Back Dollars in your Cash Back Dollar balance will expire by a specified date. If you do not redeem your Cash Back Dollars by this specified date, your Cash Back Dollars will expire, and you will forfeit them.</p>
<b>If we Terminate the Program</b>	<p>If the Program is terminated, Cash Back Dollars may only be redeemed within <b>90</b> days from the date of our notice of Program termination. If you do not redeem your Cash Back Dollars by <b>90</b> days from the date of our notice of Program termination, your Cash Back Dollars will expire, and you will forfeit them.</p>

<b>Transferring to another TD Credit Card</b>	<p>If the Primary Cardholder transfers the Account to another TD Credit Card, then the following will apply:</p> <ul style="list-style-type: none"> <li>• If you transfer to a TD Credit Card that has a Cash Back Program (excluding the TD Business Cash Back Program), then you can transfer the Cash Back Dollars on a one-to-one basis to the new Cash Back Program.</li> <li>• If you transfer to a TD Credit Card that does not have a Cash Back Program, you cannot transfer the Cash Back Dollars to the new Account. You must redeem the Cash Back Dollars within <b>90</b> days of the transfer by redeeming the Cash Back Dollars in the same manner described above under the heading "If you close the Account". If you do not redeem Cash Back Dollars within this timeframe, your Cash Back Dollars will expire, and you will forfeit them.</li> </ul>
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## 4.5 What happens to Cash Back Dollars upon the death of the Primary Cardholder?

This section applies when we receive notice that the Primary Cardholder has died, and the Primary Cardholder's Account connected with the Program has a Cash Back Dollar balance.

Once we receive notice that the Primary Cardholder has died, we will apply Cash Back Dollars in the Cash Back Dollar balance as of the date of death of the Primary Cardholder towards the Account Balance until the Account Balance is paid in full.

If the Account Balance is paid in full, and there are Cash Back Dollars remaining in the Cash Back Dollar balance, then the following will apply:

- If the Bank was notified within **1** year of the date of death of the Primary Cardholder, we will send to the liquidator, executor or trustee of the Primary Cardholder's estate a cheque payable to the Primary Cardholder's estate for the amount of the remaining Cash Back Dollars.
- If the Bank was notified more than **1** year after the date of death of the Primary Cardholder, then the remaining Cash Back Dollars will expire and be forfeited.

To notify us of the death of the Primary Cardholder, call us at the contact information listed in Section **6** *How to Contact Us*. We will require additional documentation to process redemption of Cash Back Dollars upon the death of the Primary Cardholder.

## Section 5: General Information

### 5.1 Who is responsible for paying taxes that relate to the Program?

TD is not responsible for any taxes that may result from earning or redeeming Cash Back Dollars under the Program.

### 5.2 Can you sell, barter, or assign your Cash Back Dollars?

You cannot sell, barter, or assign your Cash Back Dollars to someone else. If you try to do so, these Cash Back Dollars become void. Cash Back Dollars cannot be divided or transferred in the event of separation or divorce.

### 5.3 What is our limitation of liability for the Program?

This section is in addition to the limitation of liability as set out in the Cardholder Agreement.

#### Other Redemption Options

External service providers participate in and offer the Other Redemption Options. We are not responsible or liable for the merchandise or services that these suppliers offer or for any loss or damage that goods or services that you receive or request with Other Redemption Options may cause you. It is your responsibility to know the relevant policies, terms and conditions of Other Redemption Options, including but not limited to shipping, cancellation and refund policies.



## **No Liability for Damages**

We are not liable to you for any loss or damages except for direct damages caused by our negligence. In no event are we liable for special, indirect or consequential damages. This limitation on our liability to direct damages applies even if we have been advised of the possibility that you may suffer other types of loss or damages.

In addition to the above, in no event are we liable for any damages (including special, indirect or consequential damages) resulting from any of the following:

- Any losses related to your failure to do something, including a failure to meet your obligations under these TD Cash Back Program Terms and Conditions;
- Delay or inability to access or use Cash Back Dollars;
- Any failure, error, malfunction, misuse, delay, or inaccessibility of any Machines, system, equipment or service caused by a third party or other circumstances beyond our control;
- Any other failure, error, or delay by any third party or other circumstances beyond our control;
- Suspension, cancellation or closure of the Program by us; and /or
- If we leverage any of our rights set out in the Cardholder Agreement or these TD Cash Back Program Terms and Conditions and such rights impact your eligibility to participate in this Program.

## **5.4 What if we do not act immediately if you do not follow your obligations in these TD Cash Back Program Terms and Conditions?**

If we fail or delay to object or act when you do not follow any section of these TD Cash Back Program Terms and Conditions, all sections of these TD Cash Back Program Terms and Conditions remain valid and unchanged. We also reserve our right to act on that breach or any similar breach at a later date. Any action or omission by us does not mean that we have waived or changed these TD Cash Back Program Terms and Conditions.

## **5.5 Can we change the TD Cash Back Program Terms and Conditions?**

At any time, we may change, replace, add or remove any section of these TD Cash Back Program Terms and Conditions, including:

- Earning Cash Back Dollars, including the number of Cash Back Dollars earned in your Cash Back Dollar balance without changing their overall value;
- Introducing or changing a limit on the number of Cash Back Dollars that can be earned;
- Redeeming Cash Back Dollars, including the redemption value of Cash Back Dollars, without changing the dollar value of Cash Back Dollars already earned at the time the change is effective;
- Program terms;
- General information;
- Contact information;
- The eligibility requirement to participate in the Program;
- Fees related to the Program including the introduction of new fees;
- Ownership of the Program;
- Communicating between us and you and the management of personal information in relation to the Program; and/or
- Any other term and condition of the Program.

### ***For Residents Outside of Quebec***

We will notify you when we make a change to these TD Cash Back Program Terms and Conditions. This notice may be given by statement message in the Account statement, or sent to you in another way.

You will have accepted the changes to these TD Cash Back Program Terms and Conditions if, after the change is effective:

- You use or activate any Card or the Account connected with the Program;
- The Account connected with the Program remains open; or
- Any Balance owing on the Account connected with the Program remains unpaid.

## **For Residents of Quebec**

If we make any changes to the Program, we will notify you between the **60<sup>th</sup>** to **90<sup>th</sup>** day before the changes are effective.

We will write the notice clearly and legibly, and provide you with the following details:

- The original clause and its changed version, or only the new clause;
- The date when the change will come into effect; and
- That you can cancel your Agreement and close the Account without any cost or penalty, if the change increases your obligations or decreases our obligations under the Program.

If you choose to cancel your Agreement and close the Account connected with the Program, you must notify us no later than **30** days after the change comes into effect. Contact us using the information provided in Section **6** *How to Contact Us* to close the Account connected with the Program. Please see Section **4.4** *Can your Cash Back Dollars expire, or can you forfeit them?* to learn about what will happen to Cash Back Dollars if the Program and/or the Account connected with the Program is suspended, terminated or closed. Please also see the Cardholder Agreement to learn about the impacts of closing the Account connected with the Program.

### **5.6 Can we cancel or terminate the Program?**

Yes. We may restrict, cancel or terminate the Program at any time in accordance with these TD Cash Back Program Terms and Conditions and/or the Cardholder Agreement.

### **5.7 Can we cancel or terminate a Cardholder's ability to participate in the Program?**

Yes. We can restrict, cancel or terminate the Account, and/or a Cardholder's ability to participate in the Program with or without cancelling or terminating the Account connected with the Program, and such restriction, cancellation or termination may be with or without notice.

For example, we will restrict, cancel or terminate the Account connected with the Program, and/or a Cardholder's ability to participate in the Program if:

- A Cardholder abuses the Program;
- A Cardholder does not follow, or does anything to make us believe that they will be unable to follow, the TD Cash Back Program Terms and Conditions;
- A Cardholder misrepresents any information that they provide us;
- A Cardholder conducts themselves in a way that hurts us, or may hurt us, or the interests of the Program;
- The Account connected to this Program is not in Good Standing;
- The Account is inactive; and/or
- For any reason set out in the Cardholder Agreement.

If the Account is not in Good Standing, and/or if any of the circumstances described in the paragraph above occur, then:

- You may lose the benefit of any offer for the Program;
- You will not be able to earn and/or redeem Cash Back Dollars; and/or
- We may exercise our rights under the Cardholder Agreement.

Please see your Cardholder Agreement to understand the impact of no longer being in Good Standing.

### **5.8 What are our rights if you do not follow the Program and these TD Cash Back Program Terms and Conditions?**

We can take any measure set out in the Cardholder Agreement or these TD Cash Back Program Terms and Conditions if you do not follow these TD Cash Back Program Terms and Conditions, or if you do anything that causes us to believe that you will be unable to comply with these TD Cash Back Program Terms and Conditions.

This includes, but is not limited to:

- Reversing Cash Back Dollars improperly earned in your Cash Back Dollar balance;

- Restricting your ability to redeem Cash Back Dollars under the Program;
- We may require you to pay our damages which could be equal to the amount of the Cash Back Dollars that were improperly earned if the Cash Back Dollars are no longer in your Cash Back Dollar balance; and/or
- Deduct money from any other account that you have with us or TD Bank Group without notifying you. We can use this money to pay the amount you owe us under the Program.

Please see the Cardholder Agreement to learn about how we may restrict or close the Account connected with this Program and what actions we may take if you do not comply with the Agreement.

### 5.9 What happens if part of these Terms and Conditions is invalid?

If a court finds any portion of these TD Cash Back Program Terms and Conditions invalid or unenforceable, the remainder of the TD Cash Back Program Terms and Conditions will remain valid.

### 5.10 What laws govern these Terms and Conditions?

The laws that govern these TD Cash Back Program Terms and Conditions are the laws of the Canadian province of the most recent address in our Records that is provided to us by the Primary Cardholder for their primary residence, and any applicable federal laws.

### 5.11 What language will be used?

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.

## Section 6: How to Contact Us

You can contact us directly if you need to:

- Report Program errors;
- Find your Cash Back Dollar balance;
- Redeem your Cash Back Dollars for Other Redemption Options; and/or
- Ask general questions about the Program.

To contact us, use one of the following methods:

Contact	Details
<b>TD Rewards Support</b> For questions about registering your Card on <b>TDRewards.com</b> and redeeming through the TD Rewards Website:	<b>Online:</b> <b>TDRewards.com</b> <b>By Phone: 1-888-315-0603</b>
<b>EasyLine Telephone Banking</b> For all other questions:	<b>Online: td.com</b> <b>By Phone: 1-800-983-8472</b> <b>In Person:</b> Visit any one of our branches <b>By Mail:</b> TD Credit Cards P.O. Box 300 TD Centre, Toronto, Ontario M5K 1K6

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