# HBC Rewards Terms & Conditions

### Effective August 18, 2020

**Hudson’s Bay Rewards Program Overview**

Effective August 18, 2020

1. “Hudson’s Bay Rewards” (or any rebranded or replacement Hudson’s Bay rewards program rolled out from time to time, the “**Program**”) is a customer rewards program offered by Hudson’s Bay Company ULC (“**Hudson’s Bay**”, “**we**”, “**our**”) to in Store customers of Hudson’s Bay (the “**Stores**” or each individually a “Store”) and to online customers shopping on the thebay.com or Hudson’s Bay mobile application (together, the “**Hudson’s Bay Websites**”, and individually each, a “**Hudson’s Bay Website**”). Effective as of the date set out on the Program Website (as defined below) (the **“Effective Date**”), the following terms and conditions govern the Program and replace and take precedence over any previous terms and conditions. For Québec Members (as defined in section 34), please see sections 34-36 under “Terms Applicable to Québec Customers”. These terms and conditions are to be read as amended by section 35, if required by law.

2. Unless otherwise stated, “**Notice**” throughout these terms and conditions shall mean notice to Members (as defined below) in accordance with applicable laws and regulations. If Hudson’s Bay updates these terms and conditions in any material respect, we will provide our Members prior written Notice by posting the new terms and conditions on the Hudson’s Bay Program Website found at www.thebay.com/ rewards (the “**Program Website**”) except where required by law or where we believe direct notice would be beneficial for our Members. We encourage Members to review the terms and conditions relating to the Program each time they use the Program Website or redeem their Hudson’s Bay Rewards Points (“**Points**”). Hudson’s Bay may, in its sole discretion, terminate all or any part of the Program at any time with Notice.

**Hudson’s Bay Program Membership**

3. To participate in the Program, an individual must be a member of the Program (each, a “**Member**”). If you are not currently a Member, you may apply to become a member of the Program in Store or on the Program Website. Once a membership application is approved by Hudson’s Bay, an account is opened in the Member’s name (any such account, whether opened prior to or after the Effective Date, a(n) “**Hudson’s Bay Rewards Account**” or “**Account**”). Membership is granted in Hudson’s Bay’s sole discretion and may be withdrawn or suspended in Hudson’s Bay’s sole discretion without liability to Hudson’s Bay.

4. A valid and unique phone number and email address is required to open an Account. Members must advise Hudson’s Bay immediately of any change to the phone number or email address associated with their Account by updating such information on the Program Website. A Member can update any of his/her information on the Program Website. Please note that updates are not effected immediately and a Member may not be able to redeem any Points until such time the update takes effect in Hudson’s Bay’s systems. No more than one person can use a single Hudson’s Bay Rewards Account. If a dispute arises regarding who owns the email address or phone number associated with an Account, and the dispute cannot be resolved by the applicable Members, Hudson’s Bay may, at its sole discretion, require each Member involved in the dispute to provide an alternative email address and/or phone number, as applicable.

5. All Members will be required to have a personal identification number (“**PIN**”) associated with their Account in order to redeem Points online through thebay.com or in Store where available (as discussed in Section 24). Members who enroll in the Program through the Program Website will be able to select their PIN through the enrollment process. All other Members, including current Members as of the Effective Date, can create or change their PIN at any time through the Program Website.

6. If Hudson’s Bay determines that a Member has abused any of the Program’s privileges, fails to comply with any of these terms and conditions, or makes any misrepresentation to Hudson’s Bay (including making fraudulent purchases), Hudson’s Bay may, in its sole discretion, take such actions as it deems appropriate, including, without limitation, suspending the Member’s privileges under the Program, revoking any or all Points in the Member’s Account, and/or revoking the Member’s membership in the Program without liability to Hudson’s Bay.

7. Hudson’s Bay is not liable or responsible in any manner for any tax consequences which may flow from a Member’s participation in the Program. Members will be solely responsible for their own tax payments and reporting requirements (including those related to any income tax benefit), if any.

**Supplementary Cardholders**

8. Prior to the Effective Date, with the Member’s consent, Hudson’s Bay issued supplemental cards associated with a Member’s Account to immediate family members of the Member domiciled with the Member (“**Supplemental Cardholders**”). As of the Effective Date, (i) Hudson’s Bay will no longer allow Members to have Supplemental Cardholders and (ii) any and all Points associated with the Member’s Account (including Points collected using previously issued supplemental cards) will only be accessible and redeemable by the Member and not by any Supplemental Cardholders. All Supplemental Cardholders are permitted to open their own account as contemplated in Section 3.

**Hudson’s Bay Rewards Points**

9. Points can be earned by Members in connection with (a) purchases made at a Store or on a Hudson’s Bay Website, regardless of method of payment, provided that the Member provides their Account number, phone number, email address or Physical Card (as defined below) associated with their Hudson’s Bay Rewards Account at such Store or is logged in to their Account on the Hudson’s Bay Website at the time of purchase, as applicable; (b) purchases made at locations or businesses other than at a Store or on a Hudson’s Bay Website using a Hudson’s Bay Credit Card or Hudson’s Bay co-branded credit card (individually or collectively, the “**Hudson’s Bay Credit Card**”), where accepted; (c) at those locations or through such channels as may be identified by Hudson’s Bay from time to time, including but not necessarily limited to Hudson’s Bay Rewards Partners (as defined below); and (d) through other offers or promotions that may be offered by Hudson’s Bay from time to time.

**Hudson’s Bay Physical Cards**

10. Please note that, as of the Effective Date, Hudson’s Bay will no longer automatically issue physical Hudson’s Bay Rewards membership cards (“**Physical Cards**”) when enrolling in the Program except in limited circumstances which may change from time to time. All Physical Cards are and remain the sole property of Hudson’s Bay and may be revoked at any time by Hudson’s Bay at its sole discretion. No Physical Card is a credit card.

**Hudson’s Bay Rewards Points Transferability**

11. Points are not transferable or assignable, except as follows:

a) a Member may gift his or her Points to another Member by visiting thebay.com/rewardsgifting and signing into their Account. Once Points are gifted, the exchange cannot be reversed or undone.

b) a Member may donate his or her Points to certain charitable organizations by visiting thebay.com/ rewardscharity and signing into their Account. Once Points are donated, the exchange cannot be reversed or undone. Points redeemed in connection with charitable donations are subject to applicable terms and conditions of the charity processing the donations, if any. Please note that Members who donate Points will not receive a charitable donation tax receipt in Canada in respect of their Points donation.

c) Points can be inherited through a valid legal will, provided that Hudson’s Bay is given a copy of the death certificate, proof of executor or administrator, and such other documentation as Hudson’s Bay may reasonably request. The executor or administrator must advise Hudson’s Bay who the beneficiary of the Points will be and provide the beneficiary’s Hudson’s Bay Rewards Account number (or, if the beneficiary is not already a Member, a new Hudson’s Bay Rewards Account will be opened for the beneficiary). Hudson’s Bay will not be liable or responsible in any manner for any tax consequences which may flow from the inheritance of Points.

**Earning Hudson’s Bay Rewards Points**

12. The number of Points earned on any purchase made at a Store or on a Hudson’s Bay Website will depend on several factors, including (i) the tender used, and specifically whether the Member uses their Hudson’s Bay Credit Card, (ii) the Member’s program tier at the time of purchase, and (iii) whether the purchase includes any Ineligible Products (as defined in Section 18).

Earning Points at the Stores or on a Hudson’s Bay Company Website

The Hudson’s Bay Rewards Program is a tiered program.

Tier 1: Hudson’s Bay Rewards

For the Hudson’s Bay Rewards tier, Points will be awarded at the rate of 1 Point per dollar spent at any of the Stores or on the Hudson’s Bay Websites (except as otherwise noted in sections 18 and 20), provided that the Member presents/ enters their Account number, email address, phone number or Physical Card in connection with the purchase. An additional 1 Point per dollar will be issued in connection with eligible purchases charged to a Hudson’s Bay Credit Card at any of the Stores or on the Hudson’s Bay Websites. Subject to the terms and conditions, all Members qualify for the Hudson’s Bay Rewards tier.

Tier 2: Hudson’s Bay Rewards Plus

For the Hudson’s Bay Rewards Plus tier, Points will be awarded at the rate of 1.5 Points per dollar spent at any of the Stores or on the Hudson’s Bay Websites (except as otherwise noted in sections 18 and 20), provided that the Member presents/ enters their Account number, email address, phone number or Physical Card in connection with the purchase. An additional 1.5 Points per dollar will be issued in connection with eligible purchases charged to a Hudson’s Bay Credit Card at any of the Stores or on Hudson’s Bay Websites. In order to qualify for the Hudson’s Bay Rewards Plus tier, a Member must (i) spend between $400.00 and $1199.99 (before tax, net of returns and excluding purchases of Ineligible Products as defined in Section 18) at the Stores or on Hudson’s Bay Websites, AND (ii) make at least two separate purchase visits at any Store or on Hudson’s Bay Websites between January 1 and December 31st of a calendar year. A Member’s purchases are not deemed to be separate “purchase visits” if the purchases are made on the same date and at the same Store/on the same Hudson’s Bay Website. Hudson’s Bay Rewards Plus tier Members will also qualify for additional benefits as communicated by Hudson’s Bay from time to time.

Tier 3: Hudson’s Bay Rewards VIP

For the Hudson’s Bay Rewards VIP tier, Points will be awarded at the rate of 2 Points per dollar spent at any of the Stores or on the Hudson’s Bay Websites (except as noted in sections 18 and 20), provided that the Member presents/enters their Account number, email address, phone number or Physical Card in connection with the purchase. An additional 2 Points per dollar will be issued in connection with eligible purchases charged to a Hudson’s Bay Credit Card at any of the Stores or on Hudson’s Bay Websites. Hudson’s Bay Rewards VIP tier Members will also qualify for additional benefits as communicated by Hudson’s Bay from time to time.

In order to qualify for the Hudson’s Bay Rewards VIP tier, a Member must (i) spend $1200 (before tax, net of returns and excluding purchases of Ineligible Products as defined in Section 18) at the Stores or on Hudson’s Bay Websites, AND (ii) make at least two separate purchase visits at any Store or on Hudson’s Bay Websites between January 1 and December 31st of a calendar year. A Member’s purchases are not deemed to be separate “purchase visits” if the purchases are made on the same date and at the same Store/on the same Hudson’s Bay Website.

The requirement of two purchase visits is not in addition to the purchase visits required to become a Hudson’s Bay Rewards Plus Member; if the two purchase visits add up to at least $1200 as aforesaid, the Member will immediately become a Hudson’s Bay Rewards VIP tier Member, without having to first become a Hudson’s Bay Rewards Plus tier Member.

For Hudson’s Bay Rewards Plus and VIP tiers, Points are earned at the above rates from the moment a Member satisfies the conditions outlined above and shall continue until December 31st of the year that follows the calendar year in which the Member qualified for the Hudson’s Bay Rewards Plus or VIP tier (unless the Member is demoted or upgraded to a different tier in accordance with these terms and conditions).

A Member cannot move from one tier to another during a transaction. Once a Member makes a purchase which promotes the Member to a higher tier, the Member will begin receiving the benefits of such higher tier following such purchase.

Earning Points at Locations or Businesses Outside of the Stores or the Hudson’s Bay Company Websites

Outside of the Stores or the Hudson’s Bay Websites, Points will be awarded on eligible purchases at a rate of 2 Points per dollar spent by a Member using a Hudson’s Bay Credit Card, where accepted.

General

13. Occasionally, through specified promotions, additional Points or other benefits may be awarded to certain Members. Hudson’s Bay Rewards Partners (as outlined in section 27) may issue Points on a different basis and using different rates. For complete Program details, visit the Program Website.

14. Hudson’s Bay may change the basis on which Points are awarded (including number of Points awarded) at any time, with Notice, in Hudson’s Bay’s sole discretion, although such change will not affect the value of any Points already earned by Members at the time of such change.

15. In order to earn Points in connection with a purchase made at a Store or on a Hudson’s Bay Website, the Member must, prior to the sale being completed, provide the phone number, email address, Hudson’s Bay Credit Card, Physical Card or the Hudson’s Bay Rewards Account number associated with their Account to the cashier or log in to their Account on the Hudson’s Bay Website, as applicable.

16. In the case of merchandise refunds, all Points awarded for that purchase will be automatically deducted from the Hudson’s Bay Rewards Account used for the original purchase. Points will be deducted at the same rate as they were earned and may impact the Member’s membership tier status (as outlined in section 12).

17. Points are typically shown on the receipt issued in respect of a purchase. Points earned through online purchases (at Hudson’s Bay Websites) are usually posted within twenty- four (24) hours of the item being shipped. Points earned in connection with in-Store purchases are usually posted instantly. All Points totals, as shown on the applicable receipt, will be deemed correct unless otherwise substantiated by the Member with evidence satisfactory to Hudson’s Bay. Discrepancies must be addressed by visiting the Program Website, or by calling Hudson’s Bay Rewards Customer Service at 1-800-844-8131, in each case within ninety (90) days of the applicable purchase date. Information regarding current Points totals and tier status is also available on the Program Website.

18. Unless clearly specified otherwise, Points will not be issued in connection with the purchase of the following (collectively, “**Ineligible Products**”): (i) post office products; (ii) tax services; (iii) select health services; (iv) spa services and products purchased in a beauty/hair salon; (v) products sold at certain other selected licensed departments; (vi) appliance repairs and installation services; (vii) shipping and delivery fees; (viii) sales tax; (ix) the purchase of a Hudson’s Bay gift card; or (x) purchases made with Points. This list is subject to change at any time, in Hudson’s Bay’s sole discretion. Hudson’s Bay Credit Card holders will not earn Points on balance transfers or cash advances.

19. Unless clearly specified otherwise, Points cannot be redeemed in connection with the purchase of the following: (i) select spa services; (ii) tax services; (iii) a Hudson’s Bay gift card; or (iv) products sold at certain other selected licensed departments. This list is subject to change at any time, in Hudson’s Bay’s sole discretion. Points cannot be applied as a payment towards, or a statement credit for, a Hudson’s Bay Credit Card holder ‘s credit card account.

20. Points will not (unless expressly stated) be issued upon the purchase of Hudson’s Bay gift cards, but may be issued when these gift cards are used.

21. Except as specifically provided in these terms and conditions, Points have no cash value and are not exchangeable for cash. The approximate retail value of the Points will vary depending on the reward chosen at the time of redemption. Points are void if sold, purchased, assigned or transferred, except as specifically provided in these terms and conditions, or in connection with special programs, advertised and/or offered by Hudson’s Bay in its sole discretion.

**Inactive Accounts**

22. A Hudson’s Bay Rewards Account is deemed to be inactive if Points are not earned or redeemed in connection with such Account for twenty-four (24) consecutive months. Once an Account is deemed to be inactive, all Points in such Account will be forfeited. Hudson’s Bay, at its sole discretion, may close the associated Account. Hudson’s Bay will provide a Member Notice where required by law prior to forfeiting a Member’s Points.

**Lost, Stolen or Damaged Cards**

23. Members must immediately notify Hudson’s Bay if their Physical Card is lost or stolen. Once Hudson’s Bay is made aware of a lost or stolen Physical Card, it will flag the card as lost or stolen on its system and the applicable Account. Hudson’s Bay may, in its sole discretion, issue a new Hudson’s Bay Rewards Account number and Physical Card to the applicable Member, provided that such Member calls Hudson’s Bay Rewards Customer Service at 1-800-844-8131 and provides satisfactory identifying information. All accumulated, unredeemed Points will be transferred to the new Hudson’s Bay Rewards Account number.

**Redeeming Hudson’s Bay Rewards Points**

24. Points can be redeemed in Store or at thebay.com for purchases, subject to Section 19, as follows: in increments of $5 for every 1,000 Points redeemed, provided that the Hudson’s Bay Rewards Member’s purchase is greater than the value of points being redeemed. In order to redeem your Points, you will need to provide your Account number, phone number, email address or Physical Card, as well as your PIN (if redeeming through thebay.com or in Store where PIN validating technology available) or valid government issued photo identification (if redeeming in Store where PIN validating technology is not available).

25. In the event of a printing, production or posting error in the Points value for any Hudson’s Bay Reward, Hudson’s Bay will use its best efforts to rectify this error as soon as reasonably possible. In no event shall Hudson’s Bay be under any obligation to honour a redemption request at an inaccurate value.

26. In some cases, Points can also be converted into a Hudson’s Bay Rewards Partners program. For further details on this option, please refer to the Program Website. Members should allow up to thirty (30) days for Air Miles Reward Miles or RBC Rewards points to be reflected in their partner accounts. Hudson’s Bay Rewards Partners and Other Offers

27. Hudson’s Bay has established relationships with certain companies (each a “**Hudson’s Bay Rewards Partner**”), whereby Points can be earned and/or redeemed by Members in conjunction with separate partner programs established by these Hudson’s Bay Rewards Partners. Members must comply with all rules, regulations, terms and conditions associated with the Hudson’s Bay Rewards Partners’ programs. Hudson’s Bay or the Hudson’s Bay Rewards Partners may restrict, suspend, otherwise alter or terminate Hudson’s Bay Rewards Partners’ programs in accordance with applicable laws. Points that are redeemed through a Hudson’s Bay Rewards Partner’s program are considered redeemed for all purposes. Hudson’s Bay Rewards Partners’ programs and offers are subject to these terms and conditions and any terms and conditions related to the specific Hudson’s Bay Rewards Partner’s program, as each may be amended from time to time. For further details on Hudson’s Bay Rewards Partners programs, please refer to the Program Website. Privacy Notice

28. Hudson’s Bay’s personal information practices in connection with the Program, including the collection, use and/or disclosure of your personal information, are governed by the Hudson’s Bay privacy policy, which can be accessed https:// www.thebay.com/Privacy. Please review this privacy policy and print a copy for your records.

**Acceptance of Terms & Conditions**

29. Each Member or potential Member (i) certifies that he or she is over the age of majority in the province in which he or she resides, (ii) consents to Hudson’s Bay’s collection and use of certain personal information, except as he or she may otherwise notify Hudson’s Bay, as set out in Hudson’s Bay’s privacy policy, and (iii) agrees to the terms and conditions of the Hudson’s Bay Rewards Program, as they may be amended from time to time.

30. Collecting or redeeming Points at any time is deemed to constitute acceptance of the Hudson’s Bay Rewards terms and conditions in effect on the date of such collection or redemption, as applicable. For greater certainty, collection or redemption of any Points at any time after these terms and conditions are amended is deemed to constitute acceptance of such revised terms and conditions.

**Miscellaneous**

31. Subject to section 33 to 36 below, Hudson’s Bay may, in its sole discretion, restrict, suspend, amend, extend or otherwise alter the terms and conditions relating to the Program (including earning and redemption rates) at any time with Notice to Members as contemplated in Section 2, above.

32. Except as specifically outlined herein, these terms and conditions represent the only agreement between the Member and Hudson’s Bay in connection with the Program. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, including implied warranties or conditions of merchantability or fitness for a particular purpose, between a Member and Hudson’s Bay in connection with the Program, except as specifically set forth in these terms and conditions. If any provision in these terms and conditions is determined to be illegal, invalid or unenforceable, that provision will be severed and the remaining provisions shall remain in full force and effect.

**The following paragraph is not applicable to Members who are resident in the Province of Québec.**

These terms and conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and all Members attorn to the jurisdiction of the Province of Ontario. Any proceedings relating to matters regarding the Hudson’s Bay Rewards Program shall be brought exclusively in the courts of the City of Toronto in the Province of Ontario and orders of such Ontario courts shall be binding on Hudson’s Bay and Members. Otherwise, all decisions regarding the interpretation of these terms and conditions and the administration of the Hudson’s Bay Rewards Program, and any disputes arising there from, shall be resolved by Hudson’s Bay in its sole discretion. All such decisions shall be final and binding on all Members. In no event shall Hudson’s Bay’s liability with respect to the Hudson’s Bay Rewards Program, including liability for negligence or breach of contract, be greater than the Points accumulated in such Member’s Account at the time the dispute arose.

33. Conditions and benefits of Membership for individuals who are employees or retirees of Hudson’s Bay, its subsidiaries, affiliates and licensees, may differ from those stated herein, and will be communicated by Human Resources or the appropriate division or department of Hudson’s Bay.

**Terms Applicable to Québec Customers** The following terms are applicable to Members who reside in Québec to whom the Consumer Protection Act (Québec) applies.

34. Notwithstanding any terms or conditions set out above, the terms in this section are applicable to Members who reside in Québec and to whom the Consumer Protection Act (Québec) applies (“Québec Members”). For greater certainty, the terms in sections 35 and 36 do not apply to Members that are not Québec Members.

35. Subject to the provisions of this section 35, Hudson’s Bay may, in its sole discretion, restrict, suspend, amend, extend or otherwise alter the following terms and conditions (including earning and redemption rates) of the Program at any time with notice to Members as set out below: Program Membership, Supplementary Cardholders, Rewards Points, Physical Cards, Rewards Points Transferability, Earning Rewards Points, Inactive Accounts, Lost, Stolen or Damaged Cards, Redeeming Rewards Points, Hudson’s Bay Rewards Partners and Other Offers, Petro Points, Privacy Notice, Acceptance of Terms and Conditions and Miscellaneous.

Amendments to the Program will not have the effect of: (i) allowing the expiry of exchange units (Points) following a conversion into another form of exchange unit;

(ii) unilaterally modifying the following elements of the Program to the detriment of the Member:

a. the number of exchange units received by the Member;

b. the conversion factor used to convert exchange units into another form of exchange unit applicable to the exchange units received by the Member;

(iii) unilaterally increasing the exchange units required to obtain goods or a service in a disproportionate manner with respect to the increase of the retail value of the goods or service.

If an amendment affects an essential term of the Program, Hudson’s Bay will send the Québec Member, between the 90th and the 60th day preceding the coming into force of the amendment, a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, and the date of the coming into force of the amendment.

Hudson’s Bay may unilaterally amend for a temporary period an essential element of the Program to the advantage of the Member.

36. These terms and conditions shall be governed by the laws of the Province of Québec and the laws of Canada applicable therein.