

AERO* Rewards Program Terms and Conditions

Definitions

"You", "your" and "Cardholder" mean the principal cardholder to whom a Scotiabank Visa or MasterCard Aero Card is issued;

"We", "our", "us", "Scotiabank" and the "Bank" mean Scotiabank Trinidad and Tobago Limited.

"Card" means a Scotiabank Visa or MasterCard Aero Card we issue in connection with a Scotiabank Account and all renewals and replacements of that card which participates in the Scotiabank Aero Rewards Program.

"Card Account" means the Scotiabank Visa or MasterCard Aero Card account opened in your name.

"Card Agreement" means the Scotiabank Visa or MasterCard Cardholder Agreement with us.

"Qualifying Purchase" means any retail, signature-based purchase, internet purchase, phone or mail order purchase, or automatic bill payment made with a Card for personal, household or family purposes. Payments of existing Card balances, balance transfers, cash advances, ATM transactions, convenience and credit card cheques, finance charges, insurance premiums, annual fees or other fees, credits, disputed transactions, fraudulent transactions or penalties, payments made for travelers cheques, money orders, wire transfers and similar products and services are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a particular Card transaction is a Qualifying Purchase.

"Net Monthly Purchases" means Qualifying Purchases performed during a month less refunds, merchandise returns and disputed charges posted to the account during the same period.

"Program" means the Scotiabank Aero Rewards Program.

"ScotiaPoints" means the points credited to your ScotiaPoints Account.

"Scotiabank Aero Rewards" means airline or other travel rewards redeemed as part of the Scotiabank Aero Rewards Program as set out herein.

ScotiaPoints Account means the Scotiabank Aero Rewards Account opened in your name for crediting and debiting of ScotiaPoints earned or redeemed in connection with the Program.

By signing, activating, or using your Card, you agree that you have received and read these Program Terms and Conditions and agree to be bound by them.

The Program is a promotional incentive program offered by the Bank. Under the Program, you earn points every time you make a Qualifying Purchase with a valid Card. In addition to these Program Terms and Conditions, your Card Agreement with us shall continue to govern your use of your Card and the Program. In the event of a conflict between the Card Agreement and these Program Terms and Conditions, the Card Agreement will govern, except Program Terms and Conditions shall govern in any matter relating to the Program.

Participation Requirements

1. The Program is automatically available to all Scotiabank Visa or MasterCard Aero Cardholders with Card Accounts in good standing. We reserve the right to determine, in our sole discretion, whether a particular Card or Cardholder is eligible to participate in the Program. Membership in the Program is limited to natural persons and no corporation, trust, partnership or other entity is eligible for membership in the Program.

2. In order to redeem your points, your Card Account must remain in good standing during the operation of the Program. In order for your Card Account to be considered to be in good standing, your Card Account must not be (i) delinquent, charged off, in credit revoked status or otherwise in default of the Card Agreement or (ii) cancelled or closed by you or us.

3. ScotiaPoints may only be redeemed during the operation of the Program.

4. We may, in our sole discretion, without notice, suspend or terminate your participation in the Program, cancel your ScotiaPoints Account and your ScotiaPoints if you (i) violate any of these Program Terms and Conditions, as amended from time to time, (ii) declare personal bankruptcy (iii) misrepresent any information to us or (iv) engage in fraud or abuse relating to the Program.

5. You will forfeit all of your unredeemed ScotiaPoints that have accumulated in your ScotiaPoints Account if your Card Account is delinquent for 90 days or more.

6. ScotiaPoints or Scotiabank Aero Rewards are personal to you and cannot be assigned, traded, willed or otherwise transferred except with our express written permission and in accordance with the terms of these Program Terms and Conditions and any assignment or transfer in violation of these Program Terms and Conditions will be considered to be null and void and may, in our sole discretion, result in the cancellation of your ScotiaPoints or the applicable Scotiabank Aero Reward(s) or the termination of your membership in the Program.

1. You will earn one (1) ScotiaPoint for each TT\$6.30 (or such other TT dollar amount as we may in our sole discretion determine) in Net Monthly Purchases charged to your Card Account. Net Monthly Purchases will be rounded down to the nearest whole dollar to determine the number of ScotiaPoints to be posted to your ScotiaPoints Account.

2. Unless we otherwise authorise in writing no ScotiaPoints will be awarded for any purchases made for non-personal or commercial purposes.

3. ScotiaPoints have no cash value and do not constitute your property for any purpose. ScotiaPoints may be used for Scotiabank Aero Rewards only in accordance with these Program Terms and Conditions.

4. Every month, your Card statement will set out the ScotiaPoints balance brought forward from your previous statement, the number of ScotiaPoints earned since your previous statement, the number of ScotiaPoints redeemed or adjusted and your new ScotiaPoints balance. ScotiaPoints information is also available by registering and logging on to www.scotiabankareorewards.com or by calling the Scotiabank Call Centre at 868-62-SCOTIA (72684).

5. Qualifying Purchases made while the Card is not in good standing will not accrue any ScotiaPoints.

6. ScotiaPoints will be deducted for any returns, credits or chargebacks made for previously billed Qualifying Purchases and in respect of which ScotiaPoints were previously awarded. Should the number of ScotiaPoints to be deducted in respect of such returns, credits or chargebacks exceed your available ScotiaPoints balances, ScotiaPoints awarded in respect of subsequent Qualifying Purchases will be applied to reduce the negative balance in your ScotiaPoints Account.

7. Qualifying Purchases made with authorized secondary/co-applicant and supplementary cards will earn ScotiaPoints for the ScotiaPoints Account of the principal Cardholder only. There will be one set of ScotiaPoints for Qualifying Purchases made with all Cards issued on any given Card Account. Authorized secondary/co-applicant and supplementary cardholders are not participants in the Program and have no rights against us.

8. ScotiaPoints are not transferable from one ScotiaPoints Account to another. However, if you are the principal Cardholder on more than one Card Account, you may combine the accumulated ScotiaPoints on these Card Accounts at redemption.

9. Upon the Bank receiving notice of the death of a primary Cardholder, the Cardholders estate may redeem the outstanding ScotiaPoints within 60 days of closure of the Card Account, after which the unredeemed ScotiaPoints will be forfeited. For joint Card Accounts, the co-applicant may redeem the ScotiaPoints within 60 days of the closure of the Card Account or request the transfer of ScotiaPoints to a new ScotiaPoints Account. ScotiaPoints cannot be exchanged for cash.

10. Any obligation to report the accrual or redemption of ScotiaPoints and any liability for taxes arising therefrom is your responsibility.

11. All Scotiabank Aero Rewards will only be delivered to the Cardholder and only to an address in Trinidad & Tobago.

Redemption of ScotiaPoints

1. ScotiaPoints may be redeemed for Scotiabank Aero Rewards only. Scotiabank Aero Rewards are not exchangeable, transferable or redeemable for cash.

2. To redeem ScotiaPoints for a travel package, reservations must be made by calling Scotiabank at 868-62-SCOTIA (72684): Monday through Friday between 8 am and 6 pm and Saturday from 9am to 1 p.m. (Trinidad Local Time). You may not redeem your ScotiaPoints through any other travel agencies or airline companies.

3. A minimum of 8,000 ScotiaPoints must be redeemed in connection with each travel package, except when promotional offers are made.

4. You may buy additional ScotiaPoints in order to get the desired travel package. Additional ScotiaPoints may be purchased at a rate of TT\$0.20 per ScotiaPoint. You may purchase up to a maximum of 10% of the total ScotiaPoints required for any desired travel package.

5. For air travel, ScotiaPoints will be converted using the Aero Rewards Program Air Travel Redemption Chart overleaf (which forms part of these Program Terms and Conditions), as amended from time to time. For travel packages (for example: hotel, car rentals, cruises, and other related packages) other than air travel, ScotiaPoints will be converted to dollars at a rate of 1 ScotiaPoints to TT\$0.063 and the amount so determined is subtracted from the total cost of the travel package.

6. Travel arrangements must be booked at least 14 days in advance of travel. Should you need to make a booking for air travel less than 14 days in advance of travel, your ScotiaPoints will be redeemed at a rate of 1 ScotiaPoint to TT\$0.063. For example if the cost of the travel is TT\$630, you will need 10,000 ScotiaPoints to redeem this Scotiabank Aero Reward.

7. Rewards are valid for travel between two cities using the most direct route as we or the airline issuing the ticket or other applicable travel provider may determine. Travel is subject to the conditions of carriage and other specified conditions of the applicable travel provider

8. All advertised Scotiabank Aero Rewards are subject to availability by the travel suppliers, hotels or any other applicable supplier. All information related to Scotiabank Aero Rewards can be found on our website at www.scotiabankareorewards.com.

9. The Cardholder will receive written confirmation of the reservations within two weeks of the date reservations were made and verbally confirmed by the principal Cardholder. E-mail communications will be considered to be written confirmation for the purposes of this paragraph.

10. You are responsible for payment of all taxes, fees, levies, surcharges and service fees including, without limiting the generality of the foregoing, income tax, sales and value added tax, departure and transportation taxes and fees, airport improvement fees, excess baggage charges, immigration fees, fuel surcharges, landing fees, security charges, insurance, customs duties and charges and passenger facilities charges, and other non-ticket costs or any other taxes, fees and charges which may be imposed. You may redeem ScotiaPoints to pay taxes and other related costs incurred by the agency during the booking process at a rate of 1 ScotiaPoint to TT\$0.063.

11. You authorize us to charge to your Card any any program-related purchases you make when you call Scotiabank.

12. Subject to the cancellation policies of the travel supplier, you may cancel any portion or your entire Scotiabank Aero Rewards reservation. In some cases, such as non-refundable tickets, CANCELLATIONS ARE NOT ALLOWED OR ARE SUBJECT TO CANCELLATION FEES (TT\$630). All such fees will be charged to the Card Account and are non-refundable.

13. If the cancellation of a Scotiabank Aero Reward is allowed, the ScotiaPoints redeemed or purchased in connection with such Travel Reward will be credited back to your ScotiaPoints Account.

14. We may send electronic communications to you, including electronic mail and/or postings to the Program website. If you provide an e-mail address to us, you authorize us to send any e-tickets and other travel information to this address. All e-mail communications from us to you shall be deemed delivered to you when sent or and other electronic communications shall be deemed delivered to you when posted on our Program website. You release us from any liability or claim as a result of your non-receipt of such documentation sent to you through these means. You are responsible for advising us of any change of your mailing or e-mail address.

15. If you do not provide an e-mail address, all relevant travel documentation will be sent to you by ordinary mail, provided sufficient advance notice has been given (i.e. at least 14 days prior to the departure time). When travel is within two weeks of confirmation, all relevant documentation will be faxed, if possible, or delivered by courier at your expense. Since most courier services do not guarantee weekend deliveries or may require more than 24 hours delivery time for some areas, alternative arrangements may be made at your expense. ScotiaPoints cannot be used to cover these charges.

16. Paper tickets and other travel documentation cannot be delivered to addresses outside of Trinidad & Tobago. Shipments cannot be made to a post office box. You are required to pay all shipping and handling fees for delivery. ScotiaPoints cannot be used to cover these charges.

General Information

- We are not liable for and you release us from any and all claims in respect of:
 1. Any accident, loss, damage or injury you or those traveling with or without you suffer while travelling on a Scotiabank Aero Reward which may be caused or contributed to by travel or other suppliers or by any other cause, condition or event whatsoever beyond the direct control of Scotiabank or Visa Inc. or MasterCard International Inc., their respective affiliated companies and their directors, officers, employees and agents,;
 2. Any loss or damage you suffer by reason of the loss or theft of your Scotiabank Aero Rewards or paper or electronic tickets or other travel documentation delivered to you through any means;
 3. Loss or theft of any Travel Reward;
 4. Suspension or termination of the Program for any reason;
 5. Suspension or termination of your membership in the Program, the closing of your ScotiaPoints Account, or the cancellation, forfeiture or invalidation of any or all of your ScotiaPoints;
 6. Cancellation of any Travel Reward;
 7. Limitation on availability, delay or cancellation of flights or other form of travel or cancellation or unavailability of any accommodation or service in connection with any travel package;
 8. Changes to airlines black-out dates or any changes to Travel Reward levels.
 9. Non-availability of any requested award.
 10. Correspondence which is lost or delayed in the mail or otherwise or misdirected communications such as mail or e-mail or any consequences thereof;
 11. Non-delivery by a travel supplier of any travel package or failure to provide a travel package as described;
 12. Our failure to provide you with a ScotiaPoints statement;
 13. Any errors or omissions in any catalogue and other sources;
 14. Claims resulting from performance or failure to perform by a supplier.

The Bank makes no warranties or representations of any kind regarding the Program, which is provided on an as is basis. The Bank expressly disclaims any warranty and conditions including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade of any travel package.

In no event will Scotiabank or Visa International Incorporated. or MasterCard International Inc. be liable to you for any consequential, incidental, exemplary or punitive damages. ScotiaPoints have no monetary or cash value whatsoever and cannot under any circumstances form the basis of a monetary claim against Scotiabank, Visa Inc., MasterCard International Inc. or any of their respective affiliates, directors, officers, agents or employees.

All documentation, including tickets are issued subject to the general rules, regulations, tariffs and terms of transportation established by the supplier of such products and services. None, of the Bank, Visa Inc or MasterCard International are agents for any supplier.

Should you decide to cancel the Card and close your Card Account, you may redeem any unused ScotiaPoints within 60 days of closing your Card Account, provided the Card Account in good standing, and you are not in breach of the Scotia Aero Platinum Visa Cardholder Agreement at the time of closure. After 60 days, all unredeemed ScotiaPoints will be forfeited. If we cancel or revoke your Card for any reason, you will not be eligible to redeem your accumulated ScotiaPoints and all accumulated points on the cancelled Card Account will be forfeited.

Cancelled Card Accounts will be ineligible to earn ScotiaPoints after the cancellation date. If the Card has been lost or stolen, all applicable ScotiaPoints will be transferred to a new ScotiaPoints Account.

Customers should examine all Card Account statements including ScotiaPoints Account balances and entries carefully. In case of errors, you should notify us, in writing, within 30 days from the statement date. After 90 days from the statement date, our records of your ScotiaPoints Account and the details of any transactions will be considered correct and binding upon you. Thereafter, we will be released from any claim with regard to your ScotiaPoints Account.

You are responsible to advise us of any changes of address or contact information.

You must have ScotiaPoints earning or redeeming activity at least once every 36 months in order to retain your ScotiaPoints.

We may share, exchange and disclose such information about you with other parties, such as participating partners, merchants or service providers, as required to administer the Program or to fulfill the redemption requests under the Program or pursuant to a court order or pursuant to a governmental agency holding legislative power to compel such disclosure. All collection, use and disclosure of your personal information shall be in accordance with the Scotiabank Group Privacy Agreement.

We may change, modify or delete any aspect of the Program and these Program Terms and Conditions, regulations, Scotiabank Aero Travel Rewards and special offers at any time without notice to you. Without limiting the generality of the foregoing, Program changes may include, but are not limited to, (i) changes to the restrictions, benefits or features in whole or in part applicable to the Program; (ii) changes to any Reward(s), (iii) changes to the ScotiaPoints required to be redeemed for any Rewards, or (iv) changes to the formula upon which ScotiaPoints are earned. If we change the Program or the Program Terms and Conditions, we will post the amended Program Terms and Conditions and the details of the changes to the Program, as applicable, on our website at www.sciotiabankaerorewards.com and you will be bound by the amended Program Terms and Conditions once they are posted on our website. You may view the current Program Terms and

Conditions by visiting www.sciotiabankaerorewards.com or you may call Scotiabank Call Centre at 868-62-SCOTIA (72684) to pick up a paper copy.

- As of April 1st 2008 the Program has no predetermined termination date and may continue until Scotiabank decides, in its sole discretion, to terminate the Program. We may suspend or terminate the Program at any time without notice to you. Cardholders will have 60 days from the date Scotiabank announces the termination of the Program to redeem ScotiaPoints. The Bank must receive requests for redemption of ScotiaPoints within 60 days from the date the Bank announces the termination of the Program. Any suspension or termination of this Program may result in the forfeiture of all accrued ScotiaPoints.
- Program membership is a privilege, which can be revoked or limited by us at our discretion at any time and without compensation.
- Fraud or abuse of ScotiaPoints use may be subject to immediate administrative or even legal action.
- All interpretations of the Scotiabank Aero Rewards Program Terms and Conditions as well as all questions or disputes regarding eligibility for the Program, the availability of any offers or travel packages or of a Cardholders compliance with the Program Terms and Conditions shall be resolved by the Bank in its sole discretion. Questions or disputes concerning ScotiaPoints will be determined according to the terms of the Program Terms and Conditions in effect when the subject Qualifying Purchases are posted to your Card Account.
- You agree that any and all disputes, claims or causes of action arising out of or connected with the Program or any travel package provided pursuant to this Program, to the extent the same is not within Scotiabanks sole discretion as provided in these Program Terms and Conditions and is not governed by the terms and conditions established by the supplier of that travel package, shall be exclusively governed by the laws of the jurisdiction in which the Card was issued, to the exclusion of the courts of any other state, territory or country. You hereby waive any venue or other objection that you may have to any such action or proceeding being brought in any court other than in the territory where the Card was issued.

Additional Cards

In this application you and your mean the Primary Cardholder and the authorised Additional Cardholder. We, our and us mean Scotiabank Trinidad and Tobago Limited (Scotiabank or the Bank) and its subsidiaries and affiliates.

1. You apply for and request that a Scotiabank AERO Platinum Visa card (card) and Scotiabank Credit Card Cheques be issued as designated on the previous page, and also all renewals and replacements of the card and Scotiabank Credit Card Cheques as necessary or appropriate from time to time.
2. To help maintain good relationships, Scotiabank collects information about its customers. We use this information to offer you products and services, make credit decisions, comply with the law, protect your and our interests, and for other purposes.
3. By signing this application, you confirm that the information you have given us in this application is true and complete. You authorise us to verify the information with other sources and also to add to it and use it for the purposes mentioned. You also authorise us to give information about you to organisations such as credit bureaus and other financial institutions.
4. You agree to read and abide by the terms of this application and the Cardholder Agreement (Agreement) accompanying the card, and also the terms of the agreements regarding the services that you may obtain with the card and/or Scotiabank Credit Card Cheques. You understand that your signature on or your use of or retention of the card and/or Scotiabank Credit Card Cheques shall be evidence of your receipt of the Agreement.
5. You request the features, benefits and services (services) automatically provided from time to time to Scotiabank AERO Platinum Visa cardholders and understand that some services may be available at additional cost to you and may require separate agreements or authorisations. You understand that firms independent of us supply some of the services and that we assume no liability whatsoever in respect thereof.
6. You authorise us to debit your Scotiabank AERO Platinum Visa account with the amount of the annual fees in effect from time to time for the card.

Roundtrip Destinations	ScotiaPoints Required	
	Economy	Business
Within the Caribbean	20,000	40,000
Between the Caribbean & North America (East Coast)	30,000	60,000
Between the Caribbean & North America (West Coast)	35,000	70,000
Between the Caribbean & Hawaii, Alaska	50,000	100,000
Within US/Canada	30,000	60,000
Between the Caribbean & Central America, Colombia, Ecuador, Peru, Venezuela	50,000	100,000
Between the Caribbean & Argentina, Bolivia, Brazil, Chile or Uruguay	60,000	120,000
Between the Caribbean & Europe	75,000	120,000
Between the Caribbean & Asia/Far East/Africa/Australia	100,000	150,000



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