

TARIFF CONTAINING
WESTJET CREDIT CARD PROGRAM
TERMS AND CONDITIONS

ISSUE DATE
February 26, 2010

ISSUED BY
Lorne Mackenzie
Director Regulatory Affairs
WestJet, an Alberta Partnership
22 Aerial Place N.E. Calgary, AB. T2E 3J1

EFFECTIVE DATE
March 4, 2010
per Sp # 54858

CHECK SHEET

Original and revised pages as named below contain all changes from the original tariff, effective as of the date shown thereon:

Page Number	Number of Revision
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original

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RULE 1 GENERAL TERMS AND CONDITIONS

1 GENERAL TERMS AND CONDITIONS

- i Thank you for joining the WestJet Credit Card Program™ (the “CC Program”). The CC Program is a rewards program offered by WestJet, an Alberta partnership (“WestJet”) to holders of a WestJet RBC® MasterCard[†] or a WestJet RBC World MasterCard (each, a “WestJet Card”). The following terms and conditions (hereinafter “CC Program Rules” or “Rules”) apply to the CC Program. By gaining access to, using this site, or enrolling in the CC Program, you agree to be bound to by these CC Program Rules. WestJet reserves the right to revise or change the CC Program Rules at any time and without notice to you by posting updated text on this site. You are responsible for periodically visiting this site to view any changes. By your continued participation in the CC Program, you are deemed to accept any change or update to the CC Program Rules.

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RULE 2 MEMBERSHIP**2 MEMBERSHIP**

- i Membership in the CC Program is limited to natural persons and no corporation, trust, partnership, household, animal or other entity may hold membership in the CC Program. Applications for the cards can be completed at www.rbc.com.
- ii You must enrol for membership in the CC Program individually, and use your name exactly as it appears on your government-issued identification.
- iii Proper legal documentation will be required for any name change on your account.
- iv You must have a valid email address to enrol. All communications from WestJet to you will be made via email.
- v You will be issued a membership number which will be e-mailed to you after your enrolment. It is your responsibility to record and retain your membership number. WestJet will not issue membership cards.
- vi You must advise WestJet immediately of any change of address or email address by updating your profile online at www.mywestjet.com.
- vii Upon receiving notice or becoming aware of the death of a WestJet Credit Card Member who has accumulated WestJet dollars in the CC Program, WestJet will terminate the membership, the account will be closed and the WestJet dollars in the WestJet Credit Card Member's account will be available for redemption by the WestJet Credit Card Member's estate. A copy of the death certificate and proof of executor or administrator, satisfactory to WestJet, may be required. The executor or administrator must advise WestJet of who the beneficiary of the WestJet dollars will be and provide the beneficiary's account number (or a new account will be opened for the beneficiary if the beneficiary does not already hold an account). WestJet will not be liable or responsible in any manner for any tax consequences which may flow from the inheritance of WestJet dollars. WestJet dollars that have not been claimed as of ninety (90) days after the deceased WestJet Credit Card Member's account is closed, will automatically be cancelled and may not subsequently be redeemed, consolidated, converted, exchanged, combined or transferred. WestJet dollars will not be exchanged for cash.
- viii WestJet dollars are not divisible in case of separation or divorce.
- ix WestJet Cards are issued by RBC and approval of applications for WestJet Cards are subject to RBC's discretion. CC Program membership is granted in WestJet's sole discretion, and may be withdrawn in WestJet's sole discretion with or without notification.
- x If, in WestJet's sole opinion, you abuse any of the CC Program's privileges, fail to follow any of its terms and conditions or make any misrepresentation to WestJet, WestJet may, in its sole discretion, revoke any or all of the WestJet dollars in your account and/or revoke your membership in the CC Program, with or without notification.
- xi WestJet will not be liable or responsible in any manner for any tax consequences which may flow from participation in the CC Program. You will be solely responsible for the reporting of any income tax benefits and the payment of any taxes.

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RULE 3 PRIVACY

3 PRIVACY

- i WestJet may provide CC Program related information about you to other parties, such as participating partners, merchants or service providers, as required to administer the CC Program or to fulfill your redemption requests under the CC Program. All collection, use or disclosure of personal information about you shall be in accordance with the WestJet Privacy Policy that is available on www.westjet.com.
- ii Account information will only be given to the account holder, or a person designated by you in writing as defined earlier or pursuant to a court order or request from a government agency holding legislative power to compel such disclosure.

RULE 4 ACCOUNT ACTIVITY

4 ACCOUNT ACTIVITY

- i WestJet dollars (as defined below) in an account belong to the account holder and not to the person or company who paid for the transaction giving rise to the WestJet dollars.
- ii Electronic account statements will be issued to you monthly (when available) and sent to your email address on record (unless you opt out).
- iii Your profile and reward account will remain active if: (1) there are unexpired WestJet dollars on your account; or (2) at WestJet's discretion, your profile has had activity within the preceding 12 month period. In addition, WestJet will deactivate any account that has had fraudulent activity.
- iv Each year, you may receive an email asking you to validate your account. You must take the steps outlined in the notice to ensure that your account is validated and that you continue to receive correspondence from WestJet regarding your rewards account.
- v If there is any discrepancy between account statements, WestJet reservation system or any other source, WestJet CC Program records are final, conclusive and binding.

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RULE 5 REWARDS**5 REWARDS**

- i WestJet dollars are maintained with Canadian equivalent currency. WestJet dollars are rounded to the nearest dollar.
- ii WestJet dollars are accumulated on an annual basis (the "Qualifying Year)". The first Qualifying Year will begin on the date that you enrol and end on the last day of the month, one year from the date that you enrol. Each subsequent Qualifying Year will be a 12 month period. For example, if you enrol on March 15, 2010, your qualifying year will be from March 15, 2010 until March 31, 2011. In subsequent years, the WestJet dollars will accumulate as of April 1st until March 31st.
- iii Once you earn WestJet dollars, those WestJet dollars are posted and are available to be redeemed for a period of five years from the end of the Qualifying Year in which the WestJet dollars were earned. After this time, the WestJet dollars expire and cannot be redeemed except in accordance with these terms and conditions. You can choose to extend WestJet dollars that are about to expire for a fee as determined by WestJet in its sole discretion. Such an extension must be completed prior to the expiration date for the WestJet dollars in question. No reinstatement of WestJet dollars will be available once expired.
- iv If you had previously enrolled for the WestJet Frequent Guest Program the WestJet dollars earned through the CC Program will accumulate in your established Qualifying Year.
- v WestJet dollars are earned based on eligible purchases made on your WestJet Card. WestJet dollars earned through WestJet Card use will be awarded to the WestJet Credit Card Member's account who is the primary cardholder of the WestJet Card. Eligible purchases do not include cash advances, balance transfers, interest, annual credit card fees, and are net of returned purchases. The terms and conditions of each WestJet Card will set out what constitutes eligible purchases for the purposes of earning WestJet dollars. See www.westjet.com/creditcard for details.
- vi Bonus WestJet dollars are also earned on eligible purchases made directly with WestJet or WestJet Vacations. See www.westjet.com/creditcard for details.
- vii You may also earn WestJet dollars through other offers, promotions or incentives that may be offered by WestJet from time to time. WestJet reserves the right to make offers on specific dates, times or routes and to modify such offers, at its sole discretion.
- viii Except as specifically provided in these terms and conditions, WestJet dollars have no cash value, and are not exchangeable for cash. WestJet dollars are not available for purchase.
- ix Specific details regarding redemption of WestJet dollars are available at www.westjet.com/creditcard.

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RULE 6 TRANSFERABILITY**6 Transferability**

- i WestJet dollars are personal and cannot be assigned, traded, willed or otherwise transferred except in accordance with these terms and conditions. Any assignment or transfer in violation of these rules will be void and may, at the discretion of WestJet, result in the loss of membership in the CC Program or the cancellation of any WestJet dollars
- ii You may transfer WestJet dollars to another member, subject to a transfer fee as determined by WestJet in its sole discretion.
- iii You may use your WestJet dollars to purchase a booking for another individual so long as you make the booking on behalf of the other individual.

RULE 7 REDEMPTION**7 REDEMPTION**

- i You may redeem WestJet dollars accumulated in your account at the time of booking against eligible WestJet published fares or toward a WestJet Vacations package. WestJet dollars redeemed toward WestJet Vacations packages are subject to a maximum amount. No retroactive application of WestJet dollars will be permitted. Unless specifically specified by WestJet, WestJet dollars cannot be redeemed toward taxes, surcharges, insurance or other fees. Eligible published fares exclude: reward program redemption; tour operator fares; charters; other carrier marketed or operated flights; WestJet or WestJet Vacations group bookings.
- ii WestJet dollars must be redeemed through one of the following channels: westjet.com, westjetvacations.com or WestJet call centres.
- iii Given the nature of the WestJet dollars, no blackout periods or inventory management apply for WestJet dollars redemption. There are no open-jaw, multi-city or stop-over restrictions.
- iv Once WestJet dollars are accumulated in your account, as described above, they are available to be used until such time as they expire as described in these terms and conditions.
- v Changes to bookings towards which WestJet dollars were applied are permitted, subject to WestJet's standard change promise. Standard change fees will apply and any additional amount owing (including base fare) may not be paid using WestJet dollars.
- vi Cancellations to bookings toward which WestJet dollars were applied are permitted, as per WestJet's standard cancel promise. Standard cancellation fees will apply. The WestJet dollars amount redeemed towards that booking will be reinstated to your account. The original expiration date associated with those WestJet dollars will continue to apply.

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RULE 8 PROGRAM CHANGES AND TERMINATION

8 PROGRAM CHANGES AND TERMINATION

- i WestJet may, in its sole discretion, terminate the CC Program at any time. Termination of the CC Program will be made by providing thirty (30) days notice.
- ii WestJet may, in its sole discretion, restrict, suspend, amend, extend or otherwise alter the CC Program or certain aspects of the CC Program, with or without notice.
- iii Where notice is given pursuant to any section of these terms and conditions, it will be via email notification and/or a notice posted on the WestJet website (found at www.westjet.com). Notwithstanding the foregoing, publication of the current terms and conditions on the website shall be deemed notice of such terms and conditions.
- iv All decisions regarding the interpretation of these terms and conditions and the administration of the CC Program, and any disputes arising there from, shall be resolved by WestJet in its sole discretion.

RULE 9 LIMITATION OF LIABILITY

9 LIMITATION OF LIABILITY

- i WestJet assumes no liability to you whatsoever, including without limitation, liability by reason of the termination of or amendment to the CC Program in whole or in part, limitations on the use of WestJet dollars or any change to reward levels.
- ii WestJet is not liable for the product or delivery of service of any partner, including the issuer for the WestJet Cards.
- iii In no event shall WestJet's liability with respect to the CC Program, including liability for negligence or breach of contract, be greater than the WestJet dollars accumulated to your account at the time the dispute arose.

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RULE10 WAIVER

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- i Any waiver by WestJet of the strict observance, performance or compliance of these terms and conditions and any extension of time or other indulgence granted by WestJet, either expressly or by course of conduct, shall not alter, affect or prejudice any of WestJet's rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of WestJet's rights and remedies arising in respect of any other breach of these terms and conditions. No delay or omission by WestJet in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy.

RULE 11 GOVERNING LAW

11 GOVERNING LAW

- i The FGP shall be governed by the laws of the province of Alberta and the laws of Canada applicable therein. Any disputes regarding the FGP or in any way arising out of membership in the FGP shall be submitted to the courts of Alberta whose courts shall have jurisdiction to hear such disputes, or the Canadian Transportation Agency who can resolve disputes related to the terms and conditions of carriage set out in this tariff.
- ii WestJet dollars and special offers are subject to applicable government regulations and are void where prohibited by law.

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RULE 12 ACCEPTANCE OF TERMS AND CONDITIONS

12 ACCEPTANCE OF TERMS AND CONDITIONS

- i By completing the enrolment forms and/or using or accumulating WestJet dollars for the first time, you: (1) certify that you are over the age of majority in the province in which you reside,; (2) consent to WestJet's collection and use of the certain personal information as set out in these terms and conditions and WestJet's privacy policy; and (3) agree to the terms and conditions of the CC Program, as they may be amended from time to time.

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