



The Citi™ STAPLES® easyRewards™ MasterCard®¹

Use it everywhere
you shop

Look inside for all your
Citi STAPLES easyRewards
MasterCard benefits




We Promise

We promise to respect
and protect your privacy
and security,
and to help you manage
your credit wisely.

www.citicards.ca



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Get ready to reap the easyRewards.

Welcome to your Citi STAPLES easyRewards MasterCard card, the only card that lets you earn STAPLES easyRewards at over 29 million locations around the world and redeem them for great electronics, furnishings, business services, office supplies and so much more at any STAPLES Business Depot or Bureau en Gros store in Canada.

Simply carry your new Citi STAPLES easyRewards MasterCard card with you wherever you go and you can earn up to 2% back on all your purchases. Use it for all your purchases and watch those STAPLES easyRewards quickly add up. And best of all, STAPLES easyRewards never expire – so you can save them up for exactly what you want!



How many easyRewards can you earn in a year?

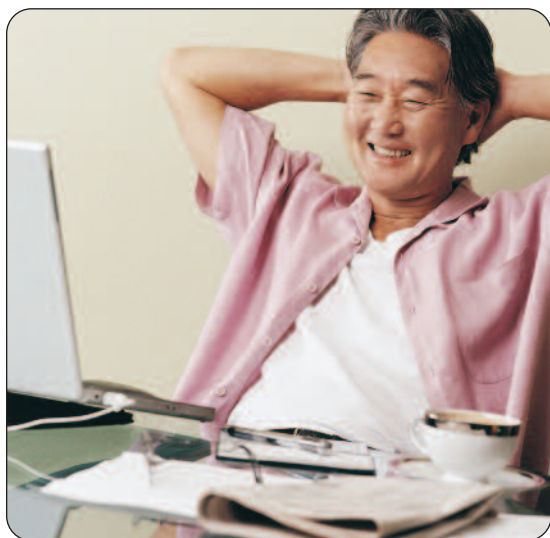
For most Canadian families, it would not be hard to earn over \$400.00, \$500.00 or even \$700.00 each year in STAPLES Business Depot merchandise, using their Citi STAPLES easyRewards MasterCard card. What will you do with your STAPLES easyRewards? Get the latest digital camera, upgrade to a more powerful laptop or modernize your home office? No matter what, it's up to you.

Average Canadian Household Expenditures (according to Statistics Canada).

ITEM	ANNUAL SPEND
Food	\$7,135.00
Household Expenses	\$5,060.00
Clothing	\$2,588.00
Transportation	\$9,073.00
Health & Personal Care	\$2,893.00
Education	\$1,503.00
Tobacco & Alcohol	\$1,422.00
Miscellaneous	\$1,001.00
Total Annual Spend	\$30,675.00

**Total easyRewards earned in the annual period
(using your Citi STAPLES easyRewards
MasterCard account as the payment method) 489**

Source: Statistics Canada, December 2006.



Earn hundreds of STAPLES easyRewards each year.¹

It's easy to earn up to 2%² on all your purchases: simply make your new Citi STAPLES easyRewards MasterCard card your primary card and watch your rewards grow. Use your card for pre-authorized payments for your household expenses. Use it for your weekly groceries, for your vacation, or pay for any other purchases where MasterCard is accepted. In fact, the more purchases you make on your new Citi STAPLES easyRewards MasterCard card, the more your STAPLES easyRewards multiply.

Redemption is easy.¹

Once you're ready to redeem your earned STAPLES easyRewards, simply call 1-866-622-2232, or go online at www.citicards.ca, and we'll send you a STAPLES easyRewards Payout Card that you can use towards your purchases at any STAPLES Business Depot or Bureau en Gros store in Canada³. It really is that easy. (We don't call them STAPLES easyRewards for nothing!)

Please remember that STAPLES easyRewards may only be redeemed if your Citi STAPLES easyRewards MasterCard account is open and in good standing. As well, a minimum of 20 STAPLES easyRewards are required in a single redemption transaction in order for you to redeem your STAPLES easyRewards for a STAPLES easyRewards Payout Card.



About the STAPLES easyRewards Program.

The STAPLES easyRewards Program under which you can earn STAPLES easyRewards is fully explained in the Citi STAPLES easyRewards MasterCard Program Rules set out at the back of this Benefit Guide. Please take the time to read them.

Keeping track of your STAPLES easyRewards is easy too.

Citi⁴ will credit the STAPLES easyRewards Account that is displayed on your monthly Citi STAPLES easyRewards MasterCard account statement with the applicable number of STAPLES easyRewards earned in the billing period on eligible account transactions posted to your Citi STAPLES easyRewards MasterCard account during that billing period, all in accordance with the Citi STAPLES easyRewards MasterCard Program Rules.

It's easy to see how you're doing. Simply look at your STAPLES easyRewards Account that is displayed on your monthly Citi STAPLES easyRewards MasterCard account statement, log on to www.citicards.ca, or call us at 1-866-622-2232.

Earn even more with FREE additional cards.

Earn STAPLES easyRewards even faster with additional cards for your loved ones. Each card is personalized with their name, and all account transactions are summarized in one convenient bill.

Protection, security, confidence – all with no annual service fee.

Citi Cards Canada: a leader in identity theft protection and security.

In 2005 alone, over 7,700 Canadians fell victim to identity theft, with losses totalling more than \$16 million. More than someone simply stealing and using your credit card, thieves are now stealing your personal information and then using it to open credit card accounts, drain bank balances and even commit crimes – all of which can damage your credit rating and make it hard to get your life back. It's a serious problem. A problem for which Citi Cards Canada has demonstrated leadership in providing you with credit protection and recovery solutions.

Citi Identity Theft Solutions⁵: helping you get your life back.

Should you ever become a victim of identity theft, a Citi Identity Theft Specialist can help you re-establish your identity and get your credit back in order. This service is FREE for all Citi MasterCard cardmembers and applies regardless of whether the fraud occurred with this card, another credit card or any form of personal I.D. (e.g., driver's licence.) And best of all, you don't have to register your other cards to be protected.

Fraud Early Warning⁵

If we detect unusual or suspicious activity on your Citi STAPLES easyRewards MasterCard account, we'll call to check that it's you making those purchases.

Zero Liability⁵

Should your card fall into the wrong hands, you won't be held responsible for unauthorized purchases made in a store, over the phone or on the Web. If you suspect unauthorized activity, call 1-866-622-2232 immediately.

Your Citi STAPLES easyRewards MasterCard comes packed with features.

Purchase Assurance⁵ – FREE

With your new Citi STAPLES easyRewards MasterCard card, most items purchased anywhere in the world are automatically insured against theft, loss or damage for 90 days. Now that's peace of mind.

Extended Warranty⁵ – FREE

We automatically double the warranty repair period offered by the manufacturer's warranty, up to one additional year.

Citi Price Protection⁵ – FREE

See a lower advertised price on a Citi STAPLES easyRewards MasterCard account purchase you've made in Canada within 60 days of the purchase and Citi will credit your Citi STAPLES easyRewards MasterCard account with the difference – up to \$100.00 per purchase.

\$500,000 Travel Accident Insurance⁵ – FREE

Purchase your tickets in full on your Citi STAPLES easyRewards MasterCard account and you're covered for losses (up to \$500,000) resulting from injuries while travelling via plane, bus, boat or train.

Emergency Medical and Legal Referral⁵ – FREE

In an emergency, we can refer you to the nearest physician or medical facility and arrange payment with your funds, if necessary. If you need legal assistance, we can help you find a legal advisor, post bail bonds and pay legal fees or other legal services with your funds.

Travel Assistance Service⁵ – FREE

We'll arrange for a quick replacement of any lost documentation you need to get you back home safely.

Car Rental Collision/Loss Damage Waiver⁵ – FREE

Your Citi STAPLES easyRewards MasterCard provides insurance of up to the actual cash value of the car if it is damaged or stolen. Simply decline the Collision/Loss Damage Waiver option offered by the rental company and save up to \$20 a day on your car rental.

24-Hour Citi MasterCard Customer Care

Need help? Then call toll-free 1-866-622-2232 (Canada & U.S.) or call collect (416) 947-2900 (overseas). We're available 24 hours a day, 7 days a week.

Emergency Card Replacement – FREE

If your Citi STAPLES easyRewards MasterCard card is ever lost or stolen, we'll replace it quickly, usually within 48 hours. Just call toll-free 1-866-622-2232 in Canada and the U.S. or call collect (416) 947-2900 if you're overseas.

Billing Dispute Resolution

If you ever experience a problem with a transaction charged to your Citi STAPLES easyRewards MasterCard account and are unable to resolve the matter directly with the merchant, call Citi MasterCard Customer Care. In most cases, we'll give you an immediate credit for the full amount while we investigate the issue.

We make it easy to get to your money.

Your Citi STAPLES easyRewards MasterCard gives you three easy ways to access your money:

Get cash from 906,000 ABMs worldwide.

Get cash from any Automated Bank Machine (ABM) displaying the Interac™ or Cirrus™ logos. Just enter your 4-digit Personal Identification Number (PIN).

Get cash in branch

Get a cash advance at any MasterCard-issuing financial institution – in Canada, drop by any Bank of Montreal, National Bank, Alberta Treasury and most credit unions. Just present your Citi STAPLES easyRewards MasterCard card and two pieces of photo I.D. to the teller. For a nominal fee, you'll get a cash advance up to your available credit limit. No withdrawal limits, no waiting, just cash in hand – fast.

Citi MasterCheques****

Citi MasterCheques work just like other cheques, only they let you access funds from your Citi STAPLES easyRewards MasterCard account.

Use them to pay when a credit card isn't an option. For quick cash, simply write yourself a cheque and deposit it in your bank account. Get your personalized cheques by calling 1-866-622-2232.



Manage your account – online.

Log on to www.citicards.ca, register, and you can

- View your account statement*
- Check recent transactions*
- See available credit*

- Check your STAPLES easyRewards balance in your STAPLES easyRewards Account
- Pay bills

It's easy, convenient and ready when you are.

* Up to date as of previous business day.

Get even more from your card.

While your new Citi STAPLES easyRewards MasterCard is packed with security features designed to protect you, there are even more features you can add to give you added peace of mind.

Optional CreditShield^{®2} for when disaster strikes.⁵

An unexpected layoff or long illness can hurt your ability to pay your bills. That's why optional CreditShield insurance makes so much sense. CreditShield can help you protect your credit rating by making your minimum monthly payments on your Citi STAPLES easyRewards MasterCard account for up to 24 months, to a maximum of \$10,000, if you become disabled or involuntarily unemployed.

In the event of death, CreditShield can pay your Citi STAPLES easyRewards MasterCard account balance, up to \$10,000. At a cost of \$0.89 per \$100.00 of your insured balance, this really is something you shouldn't be without.

Travel Medical Insurance⁵ – we've got you covered.

Provincial health insurance plans cover only a portion of costs incurred for medical care outside of Canada. Every time you travel outside of your home province or territory, you also leave your government health plan behind. Make sure you and your loved ones have adequate health coverage when travelling. Just call 1-888-592-9292 and we'll tailor coverage to meet your needs. Your Citi STAPLES easyRewards MasterCard offers you the option of Trip Cancellation/Interruption Insurance and Out-of-Province/Country Travel Emergency Medical Insurance, with

per-trip plans and annual plans, as well as our exclusive All-Inclusive Holiday Package.

5 convenient ways to pay your Citi STAPLES easyRewards MasterCard account.

Citi Cards Online

Register at www.citicards.ca and pay directly.

CitiPay™ Direct Debit

Never miss a payment due date again with our no-charge automatic transfer from your chequing account. Choose minimum payment, total new balance or a fixed dollar amount – whatever's best for you.

Electronically

You can pay via ABM, telephone or online banking at most Canadian banks or trust companies.

By Mail

Mail your cheque, payable to Citibank Canada, to the payment address displayed on your Citi STAPLES easyRewards MasterCard account statement.

In Person

Bring your Citi STAPLES easyRewards MasterCard account statement to virtually any Canadian bank, trust company or credit union. (Payments may take up to five business days to be processed.)

Citi™ STAPLES® easyRewards™1 MasterCard®1 Program Rules

1. Definitions:

In these Program Rules, the words “Primary Cardmember” and “Authorized User” have the meaning given to them in the Agreement.

As well, in these Program Rules,

“Account” means the STAPLES easyRewards MasterCard account opened and maintained by Citibank in a Primary Cardmember’s name under the STAPLES easyRewards Program;

“Account Statement” means the written statement of the Account that is prepared for a Primary Cardmember approximately every four (4) weeks;

“Annual Period” means a period of twelve (12) consecutive months, the first of which periods will commence on the date Citi has activated the Account for Eligible Account Transaction posting purposes;

“Billing Period” means the billing period for an Account, expressed as a number of days, which is set out in each Account Statement;

“Business Depot” means The Business Depot Ltd., an Ontario corporation;

“Cardmember Agreement” means the Citibank⁰² MasterCard Cardmember Agreement governing the Account;

“Citi” means Citi Cards Canada Inc., an Ontario corporation;

“Citibank” means Citibank Canada;

“Co-Branded Card” means a co-branded Citi STAPLES easyRewards MasterCard credit card that is issued by Citibank to the Primary Cardmember or an Authorized User on an Account;

“Eligible Account Transactions” means purchases of goods and/or services (net of purchase returns) made from time to time by the Primary Cardmember or an Authorized User with a Co-Branded Card at Merchants and certain other periodic promotional Account transactions, as determined by Citi from time to time and advised to the Primary Cardmember at the time of offer, that are posted to the Account;

“Good Standing” means, in respect to the Account, the status of being not more than two (2) Billing Periods past due according to Citi’s standard credit risk policies in effect from time to time;

“Ineligible Account Transactions” means all cash advances (including Citi MasterCheques**** and balance transfers), interest charges and service fees and other charges made or incurred by a Primary Cardmember or an Authorized User from time to time that are posted to the Account;

“Merchant” means a merchant that honours a Co-Branded Card as the method of payment for goods and/or services purchased by the Primary Cardmember or an Authorized User from that merchant;

“Program Rules” means these Citi STAPLES easyRewards MasterCard Program Rules, as amended or replaced from time to time;

“Redemption Transaction” means a redemption transaction completed by the Primary Cardmember with Citi in accordance with Section 8. of these Program Rules in which the Primary Cardmember redeems a permissible number of STAPLES easyRewards then at credit in the Primary Cardmember’s STAPLES easyRewards Account for a STAPLES easyRewards Payout Card that has the same number of STAPLES easyRewards assigned to it;

“STAPLES easyRewards” means the non-cash value STAPLES easyRewards credits that:

- (i) a Primary Cardmember earns on Eligible Account Transactions under the STAPLES easyRewards Program from time to time,
- (ii) are posted by Citi to the Primary Cardmember’s STAPLES easyRewards Account in accordance with these Program Rules, and
- (iii) may be redeemed by the Primary Cardmember in accordance with Section 8. of these Program Rules for one or more STAPLES easyRewards Payout Cards bearing (in total) the number of STAPLES easyRewards that the Primary Cardmember has redeemed from their STAPLES easyRewards Account in the Redemption Transaction; and

“STAPLES easyRewards Account” means the STAPLES easyRewards account that Citi has opened in the name of the Primary Cardmember for the crediting of STAPLES easyRewards earned on Eligible Account Transactions during a Billing Period and the debiting of STAPLES easyRewards which are redeemed by the Primary Cardmember in one or more Redemption Transactions in accordance with Section 8. of these Program Rules;

“STAPLES easyRewards Payout Card” means a non-cash value reward coupon card bearing the number of STAPLES easyRewards credits that

the Primary Cardmember has redeemed in a Redemption Transaction in accordance with Section 8. of these Program Rules.

“STAPLES easyRewards Program” means the rewards program administered by Citi under which the Primary Cardmember may earn and redeem STAPLES easyRewards, such rewards program being more fully described in the Citi STAPLES easyRewards MasterCard Benefit Guide provided by Citi to the Primary Cardmember after the Account is opened, as amended or replaced from time to time;

2. General:

These Program Rules apply to the STAPLES easyRewards that the Primary Cardmember earns on Eligible Account Transactions under the STAPLES easyRewards Program from time to time.

These Program Rules do not apply to any STAPLES easyRewards that the Primary Cardmember may earn directly from Business Depot or another merchant (including a Merchant) on purchases for which the method of payment is not a Co-Branded Card. All STAPLES easyRewards that the Primary Cardmember may earn directly from Business Depot or from another merchant (including a Merchant) on purchases for which the method of payment is not a Co-Branded Card are governed solely by the terms and conditions under which those STAPLES easyRewards are offered and earned.

3. Eligibility:

All STAPLES easyRewards earned on Eligible Account Transactions that are posted by Citi to the STAPLES easyRewards Account will accrue for the sole and exclusive benefit of the Primary Cardmember on the Account while the same remain as a credit in the STAPLES easyRewards Account.

4. STAPLES easyRewards:

All STAPLES easyRewards earned on Eligible Account Transactions under the STAPLES easyRewards Program are determined on a tiered annual Account spending basis in accordance with the terms and conditions set out in Section 5. of these Program Rules.

STAPLES easyRewards earned on Eligible Account Transactions have no cash value and have no fixed expiry date during the operation of the STAPLES easyRewards Program. STAPLES easyRewards may only be redeemed in a Redemption Transaction in accordance with the terms and conditions set out in Section 8. of these Program Rules. STAPLES easyRewards are not transferable from the STAPLES easyRewards Account to any other account or to anyone else, except as otherwise provided for in Section 12. of these Program Rules.

5. Earning STAPLES easyRewards on Eligible Account Transactions:

During the operation of the STAPLES easyRewards Program and while the Account is open and in Good Standing, the Primary Cardmember will earn STAPLES easyRewards on the total dollar amount of Eligible Account Transactions falling within each spending tier displayed in the chart below that are posted to the Account during an Annual Period at the applicable percentage rate for that spending tier, as displayed in the chart below. Ineligible Account Transactions do not earn STAPLES easyRewards at any time.

During a Billing Period, the Primary Cardmember will earn STAPLES easyRewards on the total dollar amount of Eligible Account Transactions posted to the Account during the Billing Period at a rate equal to the product obtained by multiplying the total dollar amount of those Eligible Account Transactions falling within the applicable spending tier displayed in the chart below by the percentage rate set out in the chart below that corresponds to that applicable Eligible Account Transaction spending tier:

Dollar amount of Eligible Account Transactions posted to the Account each spending tier during the Annual Period (by spending tier)	STAPLES easyRewards earned on Eligible Account Transactions in each spending tier during the Annual Period*
From \$0.01 to \$3,000.00	0.50%
From \$3,000.01 to \$7,000.00	1.00%
From \$7,000.01 to \$15,000.00	1.50%
From \$15,000.01 to \$50,000.00	2.00%
\$50,000.01 or more	0.00%**

* This is expressed as a percentage of the total dollar amount of Eligible Account Transactions falling within the spending tier that are posted to the Account during the Annual Period. The actual number of STAPLES easyRewards posted to the STAPLES easyRewards Account at the end of each Billing Period will be rounded down to two decimal places.

** The maximum number of STAPLES easyRewards that the Primary Cardmember may earn in any one Annual Period is Eight Hundred and Seventy-Five (875) STAPLES easyRewards.

6. Posting Earned STAPLES easyRewards to the STAPLES easyRewards Account:

At the end of each Billing Period during an Annual Period, and so long as the Account is open and in Good Standing at the end of the Billing Period for which a credit to the STAPLES easyRewards Account is to be made, Citi will credit the STAPLES easyRewards Account with the applicable number of STAPLES easyRewards earned by the Primary Cardmember in the Billing Period on Eligible Account Transactions posted to the Account during that Billing Period, all in accordance with Section 5. of these Program Rules.

If the Account is not open and in Good Standing at the end of any Billing Period during an Annual Period, all STAPLES easyRewards earned by the Primary Cardmember on Eligible Account Transactions posted to the Account during that Billing Period will be forfeited.

7. Rewards Reporting and Verification:

The total number of STAPLES easyRewards earned by the Primary Cardmember in a Billing Period on Eligible Account Transactions and posted to the Account during the Billing Period will, unless forfeited because the Account was not open and in Good Standing at the end of the Billing Period, be displayed on the Account Statement for that Billing Period.

The Primary Cardmember must examine promptly the STAPLES easyRewards Account displayed on each Account Statement and each entry and balance recorded in the STAPLES easyRewards Account. The Primary Cardmember must notify Citi of any errors, omissions or objections to the STAPLES easyRewards Account information displayed on an Account Statement, or an entry or balance recorded in the STAPLES easyRewards Account, within thirty (30) days from the Statement Date recorded on that Account Statement.

If the Primary Cardmember does not notify Citi as required, Citi will be entitled to treat the above STAPLES easyRewards Account information and those entries and balance as complete, correct and binding on the Primary Cardmember, and Citi will be released from all claims by the Primary Cardmember in respect of the STAPLES easyRewards Account and those entries and balance.

8. Redemption of STAPLES easyRewards:

During the operation of the STAPLES easyRewards Program and provided the Account is open and in Good Standing at the time of redemption, the Primary Cardmember may redeem all, or less than all, of the STAPLES easyRewards then at credit in the Primary Cardmember's STAPLES easyRewards Account in one or more Redemption Transactions for one or more STAPLES easyRewards Payout Cards bearing (in total) the number of STAPLES easyRewards that the Primary Cardmember has redeemed from their STAPLES easyRewards Account in the Redemption Transaction on the following terms and conditions:

- (a) **Method of Redemption:** To complete a Redemption Transaction, the Primary Cardmember must:
 - (i) call Citi at 1-866-622-2232 (or at such other toll-free telephone number provided by Citi to the Primary Cardmember for this purpose from time to time), or
 - (ii) contact Citi online at www.citicards.ca and follow Citi's instructions for completing the Redemption Transaction.
- (b) **Minimum Redemption Amount:** The Primary Cardmember must redeem not less than twenty (20) STAPLES easyRewards in a single Redemption Transaction and must otherwise redeem STAPLES easyRewards in whole number increments from their STAPLES easyRewards Account.
- (c) **Issuance/Delivery of STAPLES easyRewards Payout Cards:** Following the completion of a Redemption Transaction in accordance with these Program Rules, Citi will:
 - (i) debit the STAPLES easyRewards Account with the number of STAPLES easyRewards that the Primary Cardmember has redeemed in the Redemption Transaction, and
 - (ii) issue and deliver the STAPLES easyRewards Payout Card(s), bearing (in total) the number of STAPLES easyRewards that the Primary Cardmember has redeemed in the Redemption Transaction, to the Primary Cardmember by ordinary mail at the same address of the Primary Cardmember where Citi sends Account Statements.

(d) Verification: The Primary Cardmember must examine promptly each STAPLES easyRewards Payout Card the Primary Cardmember has received in a Redemption Transaction from Citi under sub-Section 8.(c) of these Program Rules so as to verify that such STAPLES easyRewards Payout Card bear(s) (in total) the assigned number of STAPLES easyRewards that were redeemed by the Primary Cardmember in the Redemption Transaction.

The Primary Cardmember must notify Citi of any errors, omissions or objections to the number of STAPLES easyRewards assigned to an issued and delivered STAPLES easyRewards Payout Card that the Primary Cardmember received from Citi under sub-Section 8.(c) of these Program Rules within thirty (30) days from the date on which Citi issued the easyRewards Payout Card to the Primary Cardmember.

If the Primary Cardmember does not notify Citi as required, Citi will be entitled to treat the number of STAPLES easyRewards assigned to an issued and delivered STAPLES easyRewards Payout Card that the Primary Cardmember received from Citi under sub-Section 8.(c) of these Program Rules as complete, correct and binding on the Primary Cardmember, and Citi will be released from all claims by the Primary Cardmember in respect thereto.

(e) Expiration of a STAPLES easyRewards Payout Card: STAPLES easyRewards that are assigned to and borne on an issued and delivered STAPLES easyRewards Payout Card will expire 365 days after the date that the STAPLES easyRewards Payout Card was issued and delivered to the Primary Cardmember by Citi under sub-Section 8.(c) of these Program Rules.

9. Lost or Stolen STAPLES easyRewards Payout Card:

(a) If the Primary Cardmember knows or suspects that a STAPLES easyRewards Payout Card which was issued and delivered to the Primary Cardmember by Citi under Section 8.(c) of these Program Rules has been lost or stolen, or if the Primary Cardmember has not received a STAPLES easyRewards Payout Card which was issued to them by Citi under sub-Section 8.(c) of these Program Rules, the Primary Cardmember must tell Citi right away about that loss, theft or non-receipt by calling Citi at 1-866-622-2232 (or at such other toll-free telephone number provided by Citi to the Primary Cardmember for this purpose from time to time).

(b) After receipt of the Primary Cardmember's advice under sub-Section 9.(a) of these Program Rules that a STAPLES easyRewards Payout Card issued and delivered to them by Citi under sub-Section 8.(c) of these Program Rules has been (or is suspected of being) lost or stolen, or that the Primary Cardmember has not received a STAPLES easyRewards Payout Card which was issued to them by Citi under sub-Section 8.(c) of these Program Rules, Citi will:

(i) promptly arrange to have that STAPLES easyRewards Payout Card de-activated for future use,

(ii) verify, in accordance with Citi's and Business Depot's records, the number of unused STAPLES easyRewards assigned to that STAPLES easyRewards Payout Card immediately prior to the time that Citi de-activates the STAPLES easyRewards Payout Card for future use, and

(iii) re-issue and re-deliver a replacement STAPLES easyRewards Payout Card to the Primary Cardmember bearing the number of unused STAPLES easyRewards assigned to the STAPLES easyRewards Payout Card referred to in (i) and (ii) above, immediately prior to the time that Citi de-activates that STAPLES easyRewards Payout Card for future use to the Primary Cardmember by ordinary mail at the same address of the Primary Cardmember where Citi sends Account Statements.

Citi's verification and count of the number of unused STAPLES easyRewards assigned to a STAPLES easyRewards Payout Card referred to in (i) and (ii) above immediately prior to the time that Citi de-activates that STAPLES easyRewards Payout Card for future use, and Citi's and Business Depot's records used in connection with such count and verification, will be considered as complete, correct and binding on the Primary Cardmember, and the Primary Cardmember hereby releases Citi and Business Depot from all claims by the Primary Cardmember (or any third party) in respect thereto.

(c) The Primary Cardmember will bear the risk of loss of all STAPLES easyRewards assigned to the STAPLES easyRewards Payout Card referred to in sub-Section 9.(b)(i) and 9.(b)(ii) of these Program Rules that, according to Citi's and Business Depot's records, were used from (and including) the time that STAPLES easyRewards Payout Card was issued and delivered by Citi to the Primary Cardmember pursuant to sub-Section 8.(c) of these Program Rules up to (and including) the time that

the Primary Cardmember told Citi about the loss, theft or non-receipt of that STAPLES easyRewards Payout Card pursuant to sub-Section 9.(a) of these Program Rules.

10. Use of STAPLES easyRewards Payout Cards:

The Primary Cardmember may use a STAPLES easyRewards Payout Card that has been issued and delivered to the Primary Cardmember by Citi pursuant to Section 8. of these Program Rules at any Business Depot store in Canada, subject to the terms and conditions that Business Depot establishes for such use and as are in effect from time to time. For more information about the use of a STAPLES easyRewards Payout Card at Business Depot stores in Canada, the Primary Cardmember should visit the Business Depot website at www.staples.ca or contact Business Depot directly (toll-free) at 1-877-360-8500.

11. Limitation of Liability:

(a) STAPLES easyRewards: Except as provided for in Section 9. of these Program Rules, once Citi has issued and delivered a STAPLES easyRewards Payout Card to the Primary Cardmember pursuant to Section 8. of these Program Rules, neither Citi nor any of its affiliates (including Citibank) will be responsible or liable in any way to the Primary Cardmember for:

- (i) the administration, use or other disposition of the STAPLES easyRewards Payout Card so issued and delivered,
- (ii) the STAPLES easyRewards assigned to that STAPLES easyRewards Payout Card, or
- (iii) any other service or benefit under any Business Depot program in which that STAPLES easyRewards Payout Card may be used at Business Depot stores in Canada (or elsewhere), all of which shall be the sole responsibility of Business Depot.

In no event will Citi (or any of its affiliates, including Citibank) be liable or responsible for (and the Primary Cardmember, by participating in the STAPLES easyRewards Program, releases Citi and its affiliates from) all claims in respect of any loss or damage suffered by the Primary Cardmember or others that arises in connection with or is caused by:

- (iv) any failure by Citi to provide Account Statements or STAPLES easyRewards Account information to the Primary Cardmember at any time,
- (v) any loss, theft or disappearance of STAPLES easyRewards that is attributed to the actions of an Authorized User on the Account or anyone else,
- (vi) any deductions, fees or other charges for the use of a STAPLES easyRewards Payout Card made by Business Depot (or another merchant) at the point of sale in a purchase transaction, or any loss, theft or disappearance of STAPLES easyRewards from a STAPLES easyRewards Payout Card issued and delivered to the Primary Cardmember by Citi pursuant to Section 8. of these Program Rules,
- (vii) the suspension or termination of the STAPLES easyRewards Program for any reason,
- (viii) the closing of the Account or the forfeiture or invalidation of any STAPLES easyRewards pursuant to these Program Rules, or
- (ix) any failure by Business Depot (including any of its affiliates) to honour the terms and conditions referred to in Section 10. of these Program Rules that govern the use of a STAPLES easyRewards Payout Card at Business Depot stores in Canada or any other conduct by Business Depot under or in respect thereto.

12. Death/Divorce:

Upon the death of the Primary Cardmember, the Primary Cardmember's participation in the STAPLES easyRewards Program will immediately terminate, the Account and the Primary Cardmember's STAPLES easyRewards Account will be closed, and the STAPLES easyRewards then at credit in the Primary Cardmember's STAPLES easyRewards Account (including all STAPLES easyRewards earned pursuant to Section 5. of these Program Rules on Eligible Account Transactions during the Billing Period in which that death has occurred and posted by Citi to the Primary Cardmember's STAPLES easyRewards Account pursuant to Section 6. of these Program Rules) will be redeemable pursuant to Section 8. of these Program Rules by the Primary Cardmember's estate.

STAPLES easyRewards at credit in the STAPLES easyRewards Account are not at any time divisible in the case of separation or divorce.

13. Use of Information:

Citi (including any of its affiliates) may exchange or disclose STAPLES easyRewards Program personal information about the Primary Cardmember with other parties, including Business Depot and any of its affiliates involved in the STAPLES easyRewards Program and other participating partners, Merchants or service providers in connection with the STAPLES easyRewards Program, including (without limitation) for the purpose of completing Redemption Transactions under Section 8. of these Program Rules and in connection with the administration of Section 9. of these Program Rules. Citi, including any of its affiliates, may exchange or disclose personal information of the Primary Cardmember or any Authorized User in the manner and for the purposes described in the Cardmember Agreement.

14. Waiver:

Any waiver by Citi of the strict observance, performance or compliance by the Primary Cardmember or an Authorized User of any provision of these Program Rules and any extension or time or other indulgence granted by Citi, either expressly or by course of conduct, will not alter, affect or prejudice any of Citi's other rights or remedies and will be effective only in the specific instance and for the purpose for which it was given and will be deemed not to be a waiver of any of Citi's rights and remedies under these Program Rules as a result of any other breach, failure or omission by the Primary Cardmember or an Authorized User hereunder. No delay or omission by Citi in exercising any of its rights or remedies under these Program Rules will operate as a waiver thereof or of any other right or remedy of Citi under these Program Rules.

15. Taxes:

Any personal federal and/or provincial tax liability for any taxes (including, without limitation, personal income taxes) arising from the accrual, redemption or permitted transfer of earned STAPLES easyRewards is the sole and personal responsibility and liability of the Primary Cardmember, all without recourse to or compensation by Citi, Business Depot or any of their respective affiliates.

16. Changing the Program and These Rules:

Citi may change the STAPLES easyRewards Program and these Program Rules at any time without giving any notice to the Primary Cardmember or anyone else. STAPLES easyRewards Program changes may include, without limitation, changes to the quantity or characteristics of the STAPLES easyRewards offered under the STAPLES easyRewards Program or changes to the formula or methodology under which STAPLES easyRewards are earned from time to time.

17. Termination:

Citi may suspend or terminate the STAPLES easyRewards Program at any time upon ninety (90) days' notice to the Primary Cardmember in the same manner as for a notice to be given by Citi to the Primary Cardmember under the Cardmember Agreement. Should events beyond Citi's control, such as strikes, acts of God, civil disturbance or war, materially affect Citi's ability to perform under these Program Rules, the STAPLES easyRewards Program may be suspended or terminated and all earned STAPLES easyRewards then at credit in the STAPLES easyRewards Account may be forfeited, all without notice to the Primary Cardmember. Further, Citi may, without notice, suspend or terminate the Primary Cardmember's participation in the STAPLES easyRewards Program, cancel the STAPLES easyRewards Account, and all earned STAPLES easyRewards then at credit in the STAPLES easyRewards Account will be forfeited, upon fraud or abuse (suspected or otherwise) by the Primary Cardmember or any Authorized User on the Account relating to the STAPLES easyRewards Program, misrepresentation of information by the Primary Cardmember or any Authorized User on the Account, failure by the Primary Cardmember to honour these Program Rules or personal bankruptcy of the Primary Cardmember. If the Account is closed for any reason, all earned STAPLES easyRewards then at credit in the STAPLES easyRewards Account will be automatically forfeited.

18. Communications:

So that the Primary Cardmember does not miss any communication from Citi about the STAPLES easyRewards Program, the Primary Cardmember will tell Citi immediately about any changes in the Primary Cardmember's mailing address. Such changes may be provided by Citi to others in accordance with the Cardmember Agreement or Section 13. of these Program Rules.

19. Interpretation:

All questions or disputes regarding the STAPLES easyRewards Program and the interpretation of these Program Rules will be resolved by Citi in its sole discretion.

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1. The earning and redemption of STAPLES easyRewards is governed by the terms and conditions of the Citi STAPLES easyRewards MasterCard Program Rules which are found at the back of this Benefit Guide.
2. STAPLES easyRewards are earned on a tiered spending basis on all eligible account transactions posted to your Citi STAPLES easyRewards MasterCard account in an annual period. Please refer to the Citi STAPLES easyRewards MasterCard Program Rules which govern the earning of STAPLES easyRewards under the STAPLES easyRewards Program for complete details. The maximum number of STAPLES easyRewards that the Primary Cardmember may earn in any one annual period is 875 STAPLES easyRewards.
3. The use of STAPLES easyRewards Payout Cards at STAPLES or Bureau en Gros stores in Canada is governed by the terms and conditions that The Business Depot Ltd. has established for such use and as are in effect from time to time. For complete details about the use of STAPLES easyRewards Payout Cards at STAPLES or Bureau en Gros stores in Canada, please visit the website at www.staples.ca or call toll-free at 1-877-360-8500.
4. Citibank Canada is the issuer of the Citi STAPLES easyRewards MasterCard card in Canada. Under an arrangement between Citibank Canada and its affiliate, Citi Cards Canada Inc., Citi Cards Canada Inc. performs all account servicing and related activities on your Citi STAPLES easyRewards MasterCard account and administers the Citibank^{®1} MasterCard Cardmember Agreement governing your account.
5. Benefits and services are subject to change. Insurance benefits are underwritten by licensed insurance companies. Details of coverage, including terms, conditions, limitations and exclusions, are outlined in the Citi STAPLES easyRewards MasterCard Features, Card Services and Insurance Certificates provided with your Citi STAPLES easyRewards MasterCard card. Most non-insurance benefits and services are provided by independent companies who are solely responsible to you for the provision of those benefits and services.

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