## **Rewards Terms and Conditions**

Effective date: October 6, 2025

#### 1. Introduction

This is our loyalty program which provides members with a range of rewards and benefits. By opening an account, you automatically become a member of our loyalty program.

These Rewards Terms and Conditions explain the various elements of our loyalty program and will apply to you if you create an Account on Expedia or access your Account on Expedia or another Participating Brand. Use of OneKeyCash is offered by Expedia, Inc. ("EI", "we", "our", "us") on behalf of its subsidiaries and affiliates, all of which are Expedia Group companies (collectively, "EG").

Members can participate in the Programs listed below for each Participating Brand subject to these Terms and Conditions. The terms "you" and "your" throughout these Terms and Conditions refer to any Member.

# NOTE: SECTION 10 GIVES US THE RIGHT TO MAKE CHANGES TO THESE TERMS AND CONDITIONS.

#### 2. Enrolling in the Programs

The Program is open only to individual people who are residents of Canada, have reached the age of majority in their province/territory of residence, whichever is older—and have a valid email address. You are responsible for ensuring that your participation in the Programs comply with your employer's policies related to participation in loyalty programs.

To enrol in the Programs, you must meet the eligibility requirements set out in this section and either (a) create an Account with Expedia or (b) sign into your existing Account on Expedia or a Participating Brand, or (c) otherwise be asked to accept these Terms and Conditions. Upon doing so, you will be required to indicate your acceptance of these Terms and Conditions. Only eligible individuals can participate in the Programs. Neither companies, groups, organizations, nor travel agents can participate in the Programs. Accounts cannot be shared or transferred. Accounts are only for personal and non-commercial use. Your Account can be used on Expedia and on other Participating Brands as and when the Program is made available on those Participating Brands.

If you'd rather not be part of the Programs, you can delete your Account and still book with Participating Brands as a guest. To find out more about how to delete your Account, please click <a href="https://here">here</a>. If you delete your Account, you will no longer have access to your profile or Account statement information, you will no longer earn OneKeyCash, and you will lose any OneKeyCash, Trip Elements and Tier status that you have previously accumulated. You will not be able to reactivate a deleted Account or the OneKeyCash associated with a deleted Account at the time of deletion, if any. If you want to join the Programs again in the future, you will need to create a new Account.

Membership in the Programs are void if prohibited by law in your country of residence, and these Terms and Conditions are subject to change (in accordance with section 10 below) as may be necessary to comply with such laws or regulations.

#### 3. Definitions

- "Account" means the account you have (or create) with Expedia that has been accessed from Expedia or a Participating Brand. If you meet the eligibility requirements set forth in section 2 above, that Account automatically gives you access to each Program on Expedia or a Participating Brand.
- "Available OneKeyCash" means Base OneKeyCash or Promotional OneKeyCash that is made available in your Account and can be used for Redemption Rewards.
- "Base OneKeyCash" means OneKeyCash that is earned by making an Eligible Booking through a Participating Brand but excluding Promotional OneKeyCash, and further explained in section 18 below.
- "Completed" is defined for each Participating Brand in section 18.
- "Eligible Booking" is defined for each Participating Brand in section 18.
- "Eligible Tier Booking" means an Eligible Booking or a Redemption Reward which qualifies for a Trip Element as outlined in section 18.
- "Member" means an individual who meets the eligibility requirements set forth at section 2 above and has an Account.
- "OneKeyCash" is earned as a part of the Programs in accordance with these Terms and Conditions and can mean Base OneKeyCash or Promotional OneKeyCash, or a combination of both.

  OneKeyCash can be earned on Eligible Bookings and used on Redemption Rewards.
- "Participating Brand" means Expedia and such other Expedia Group company or brand offering the Program from time to time, and includes Canada specific versions or mobile versions of those Participating Brand sites and any related mobile applications.
- "Pay Later" means selecting the "Pay Later" option (where available) prior to completing your booking. If you select the "Pay Later" option, you will pay the Travel Supplier directly.
- "Pay Now" means selecting the "Pay Now" option prior to completing your booking.
- "Pending OneKeyCash" means OneKeyCash that is not Available OneKeyCash and cannot be used for Redemption Rewards.
- "Program" means a loyalty program offered by a Participating Brand from time to time.
- "Program Benefits" means the additional temporary benefits a Member is offered and receives by being part of the Program as set out <a href="here">here</a>, and updated from time to time.
- "Promotional OneKeyCash" is defined in section 5.
- "Redemption Reward" means a booking through a Participating Brand that can be paid for (or partially paid for) by the redemption of OneKeyCash by a Member in accordance with these Terms and Conditions. CA\$1 in OneKeyCash will provide a CA\$1 discount on a Redemption Reward.
- "Tier" means either Blue, Silver, Gold or Platinum tier as determined in accordance with these

Terms and Conditions.

"Travel Supplier" means a provider of any element of an Eligible Booking or Redemption Reward, which may include, but not be limited to, a hotel, a short-term rental, an airline, an activity provider, a car rental agency or a cruise company.

"Trip Elements" is a method for calculating progress towards your Tier and explained in section 18.

#### 4. Earning OneKeyCash (General)

This section will apply to Expedia and other Participating Brands where OneKeyCash can be earned, and applies to all Participating Brands where Trip Elements can be earned. Please see section 18 below for further specific terms relating to the earning of OneKeyCash and Trip Elements.

OneKeyCash and Trip Elements can only be earned by the Member who registered for and controls the Account through which any Eligible Booking is made. The Member will earn OneKeyCash and Trip Elements for all Eligible Bookings, regardless of the traveller(s) named on the booking. Additional individuals named as travellers on the itinerary of the Eligible Booking will not earn OneKeyCash or Trip Elements.

To earn OneKeyCash and Trip Elements for an Eligible Booking, you must be a Member prior to making an Eligible Booking and be signed in to your Account at the time of making the Eligible Booking. OneKeyCash will not be earned for bookings made on a relevant Participating Brand when you are not signed into your Account or if you create an Account after booking. If you use a coupon when making an Eligible Booking, the value of the coupon will be deducted prior to calculating the OneKeyCash earned on the Eligible Booking.

OneKeyCash cannot be earned on taxes and fees. In addition, if any additional amounts are payable to a Travel Supplier at the time of travel, check-in or check-out—including, but not limited to, taxes, security fees or deposits, resort fees, insurance or fuel charges—such amounts will not be included when calculating OneKeyCash (even where such amount is included in the total displayed when booking). No OneKeyCash or Trip Elements will be earned on change or cancellation fees imposed by Travel Suppliers or cancelled bookings or refundable damage deposits. If OneKeyCash is earned on an Eligible Booking made in a currency different to the currency associated with your Account, the value of the OneKeyCash earned for that booking will be converted based on the market exchange rate applicable on the date of booking. You will earn (or not earn, as the case may be) OneKeyCash at the rate of the Tier you are on, at the time of your Eligible Booking.

The amount of pending OneKeyCash and pending Trip Elements to be earned are calculated at the time of making an Eligible Booking and (subject to section 16) are based on the details of the itinerary booked. Changes or cancellations to the booked itinerary may result in differences between the anticipated amount of pending OneKeyCash and pending Trip Elements, and the actual amount of OneKeyCash earned and actual Trip Elements collected for that itinerary. Pending OneKeyCash is not eligible to be used for Redemption Rewards and pending Trip Elements do not count toward Tier status. For pending OneKeyCash to move from pending to available status and pending Trip Elements to move to confirmed status, the Eligible Booking must be Completed (as defined in section 18), and will then be made available in your Account based on the time periods identified in the Posting/Reconciliation charts in section 18 below. Once in

available status, OneKeyCash can be used by the Member toward a Redemption Reward(s) and Trip Elements will count toward Tier status.

OneKeyCash is promotional in nature, cannot be purchased directly, has no cash value and may not be transferred to another Member or redeemed for cash under any circumstances. OneKeyCash may not be assigned, sold, transferred and/or pledged by you to any third party. You have no property rights or other legal interests in OneKeyCash. You are responsible for any personal tax liability that may be related to participation in the Programs and redemption of any Redemption Rewards.

# 5. Promotional OneKeyCash

From time to time, we may offer opportunities to earn additional OneKeyCash on Participating Brands ("Promotional OneKeyCash"), in our sole discretion.

All applicable terms and conditions associated with the specific Promotional OneKeyCash offer must be met in order to earn the OneKeyCash. OneKeyCash earned through a Promotional OneKeyCash offer will be posted to your Account as pending and will move to available status in accordance with the offer-specific terms and conditions. Promotional OneKeyCash offers do not apply to cancelled bookings. Promotional OneKeyCash offers are applied based on meeting eligibility requirements at the time of the original booking as set out in the offer-specific terms and conditions. Promotional OneKeyCash offers are limited to the offer recipient, promotional in nature, may not be transferred to another Member and may not be redeemed for cash under any circumstances.

#### 6. OneKeyCash redemption (General)

Please see section 18 for further specific terms relating to redemption of OneKeyCash on the Programs.

OneKeyCash can be used for Redemption Rewards when signed in to your Account and where specified on a Participating Brand and subject to the further terms relating to each booking type set out in section 18 below.

Redeemed OneKeyCash will be deducted from your Account at the time of booking. You may be provided with the option to adjust the amount of OneKeyCash to be applied on your Redemption Reward; where the option is provided, you will see this on the checkout page. This option may not be available on all Redemption Rewards, or all Participating Brands.

If OneKeyCash is used on a Redemption Reward made in a currency different to the currency associated with your Account, the value of the OneKeyCash used will be converted to the currency of the Redemption Reward based on the market exchange rate applicable on the date of booking, and deducted from your Account.

If OneKeyCash is used to partially redeem a Redemption Reward then the balance of the payment must be paid with a credit or debit card and not with any other payment method. OneKeyCash cannot be used on any Pay Later bookings, or when using 'buy now pay later' payment methods. OneKeyCash is a promotional instrument and only redeemable on Redemption Rewards. OneKeyCash cannot be used or refunded for cash in any currency and has no cash value. Unless stated otherwise, OneKeyCash cannot be combined with gift cards, coupons, upgrades, awards or promotions. OneKeyCash cannot be used on previously paid bookings; packages; cruises; or

insurance (except where noted in section 18). OneKeyCash can be used on taxes and fees. However, it cannot be used on: any additional amounts payable to the Travel Supplier at the time of travel, check-in or check-out (including, but not limited to, taxes, security fees or deposits, resort fees, insurance or fuel charges, even where such amounts are included in the total displayed when booking); cancellation fees or change fees or other exclusions as listed under each category below. Redemption Rewards are not valid where prohibited by law.

## 7. Membership Tiers (General)

Tier status is a benefit of membership of the Programs. You will enter the Program as a Blue tier member and you must meet the stated criteria below to qualify for a higher tier. Alternatively, Silver, Gold or Platinum Tier status may be offered by us—or our partners—to you according to the criteria stated below, or criteria specified by the partner or otherwise specified by us. Only Eligible Bookings (as defined in section 18) qualify towards reaching Silver, Gold or Platinum tier status.

Members can qualify for Silver, Gold or Platinum Tier by collecting the specified number of Trip Elements in a calendar year as specified in the table below. The specific criteria for earning a Trip Element is defined further in section 18.

Silver	5 Trip Elements in a calendar year
Gold	15 Trip Elements in a calendar year.
Platinum	30 Trip Elements in a calendar year.

Trip Elements will be confirmed based on the conditions set out in section 18 and the time periods identified in the Posting/Reconciliation charts in section 18.

Trip Elements collected on Eligible Tier Bookings from January 1 (Pacific Standard Time) of each calendar year to 11:59 pm (Pacific Standard Time) on December 31 of each calendar year count towards tier status for that calendar year ("Membership Year").

Trip Elements earned on travel that begins in one Membership Year and ends the next Membership Year will be allocated on a pro-rata basis where multiple Trip Elements are earned for that travel, and where a single Trip Element is earned for that travel it will be allocated to the next Membership Year.

Once earned, your Tier is valid for the remainder of the Membership Year in which you qualified, the next full calendar year, and through February 28 of the following year. The Tier you earn in subsequent Membership Years will be determined by the number of Trip Elements collected in the previous Membership Year. Your Tier will be reviewed at the end of each Membership Year, and your Tier may be reduced in subsequent years depending on the number of Trip Elements collected.

Bookings which are eligible for the purposes of qualifying for a higher tier are set out for each Participating Brand in section 18. Trip Elements are collected on travel that is Completed and will be displayed once confirmed on your rewards activity page.

Silver, Gold and Platinum members may have additional Program Benefits, which may be subject to additional terms and conditions. Program Benefits are promotional in nature, have no cash value and may not be transferred to another Member or redeemed for cash under any circumstances. To the fullest extent permitted by law, we reserve the right to introduce, vary, suspend or withdraw any benefits at any time without notice where the change is beneficial, does not have a material impact on you or is due to just cause, and otherwise with reasonable prior written notice via a notification or publication on our app, website or by email. Certain offers and benefits may not be available in all territories.

# 8. Changes to OneKeyCash balances, Trip Elements balance and Tier status

We reserve the right to rescind or cancel at any time any pending or available OneKeyCash or Trip Elements (or any portion of pending or available OneKeyCash or Trip Elements) that were earned for an Eligible Booking or Redemption Reward that was not Completed.

Where you receive a partial refund or credit from either EG or a Travel Supplier due to a cancellation within a penalty window, any OneKeyCash used will be forfeited. Where you receive a partial refund or credit from either EG or a Travel Supplier and OneKeyCash was used to pay in part (except for short-term rental bookings) or in full for the Redemption Reward, the Base OneKeyCash used will be reinstated to your Account. Where you receive a partial refund or credit from either EG or a Travel Supplier, and OneKeyCash was used to pay in part for the short-term rental Redemption Reward, some Base OneKeyCash may be reinstated to your Account. In all other cases, OneKeyCash and Trip Elements will be rescinded or cancelled where you receive a refund or credit, from either EG, a Travel Supplier, a financial institution or a card issuer. OneKeyCash or Trip Elements earned pursuant to fraudulent, falsified information or otherwise in violation of these Terms and Conditions will be rescinded or cancelled by us. Where you are entitled to a reinstatement of some or all of your OneKeyCash to your Account (as set out above) for a booking made in a currency different to the currency associated with your Account, your OneKeyCash will be reinstated at the market exchange rate applicable on the date of the booking. Expired Promotional OneKeyCash or Base OneKeyCash will not be credited to your Account under any circumstances.

Your OneKeyCash balance, Trip Elements balance, earn and redemption activity can be accessed on your rewards activity page on each Participating Brand's page where applicable and you will receive periodic updates via email. Your OneKeyCash balance will always be displayed in the currency of the country or region you are using. If the currency is different to the currency associated with your Account, the balance displayed will be an estimate based on the market exchange rate applicable on the date the balance was displayed. To see the currency associated with your Account, please check your rewards activity page as this may be updated from time to time.

If your Account does not reflect the correct amount of OneKeyCash or number of Trip Elements that you should have earned, we reserve the right to notify you of the inaccuracy, and to adjust your OneKeyCash or Trip Elements balances to correct the inaccuracy within one hundred and eighty (180) days. If you believe you did not receive the correct amount of OneKeyCash or Trip Elements for an Eligible Booking, you must contact the Customer Service Centre for the relevant Participating Brand within one hundred and eighty (180) days from the date the booking is Completed. We will make the final determination as to whether OneKeyCash or Trip Elements adjustments of any kind are justified for the travel in question. If you believe your Account has been the subject of any suspicious activity, please contact the relevant Participating Brand

Customer Service Centre immediately. If we determine that you have been the victim of fraud, the OneKeyCash or Trip Elements you have earned may be transferred to a new Account.

#### **Customer Service:**

# Expedia Help Centre

If we cancel or rescind OneKeyCash or Trip Elements, as set forth above, and the changes to your OneKeyCash or Trip Elements balances mean that you no longer have a sufficient number of Trip Elements to be in a certain Tier, we reserve the right to change your Tier Status based on your Trip Elements balance. Likewise if, following your contact with our Customer Service Centre as set out above, we credit your account with additional Trip Elements, we will review your Tier Status and make any necessary changes based on your new Trip Elements balance.

#### 9. Member Prices

Member prices ("Member Prices") are available to the following customers:

- Members signed in on the Expedia website and app.
- Users of the Expedia app.
- Members searching for travel on certain search engines.

Member Prices are available on selected properties and on selected dates only. Member Prices will only be displayed where applicable to your search and are liable to change at any time. Where a Member Price is displayed next to a price which has been struck out (e.g. "CA\$150 CA\$100"), the struck-out price is based on the property's standard rate on our site, as determined and supplied by the property, before all discounts and rewards are applied. The "Price" section of the Terms of Service will also apply to Member Prices.

#### 10. Changes to these Terms and Conditions

We may at any time modify any portion of these Terms and Conditions at any time and at our discretion—including, but not limited to, the rules and rates for earning and using OneKeyCash, the Tiers and requirements for achieving Tier status and earning Trip Elements, the expiration policy for OneKeyCash, the Redemption Rewards, the Program Benefits and the products and services on which OneKeyCash may be earned and used.

Changes to the Terms and Conditions will take effect, to the fullest extent permitted by law (including subject to any legally prescribed notice requirements) and except if you are a consumer residing in the province of Quebec, from the date they are published or from a later date as specified by us and, where those changes are material, we will also endeavour to provide you with prior reasonable notice via a notification or publication on our app, website or by email.

For consumers residing in the province of Quebec: if we make changes to these Terms and Conditions, we will send you a notice in writing, between 90 and 60 days before the change takes effect if it pertains to an essential element of the program, or 30 days before it takes effect in the case of any other change. If the change increases your obligations or reduces ours, in the case that you disagree with the change and wish to terminate your participation in the Program, you may do so without cost, penalty or cancellation indemnity by sending us a notice to that effect no more than 30 days after the change takes effect.

Your continued participation in one or more Programs as a Member following the changes coming into effect constitutes your acceptance of the notified changes to these Terms and Conditions. If you do not agree with the changes, you can delete your Account by following the instructions in section 2 above.

### 11. Suspension and termination of OneKeyCash and the Programs

To the fullest extent permitted by law, we reserve the right to restrict the availability of OneKeyCash and the Programs at any time for just cause, with prior reasonable written notice and without liability to you.

The Programs have no predetermined termination date and may continue until such time as when we decide to terminate the Programs. We may terminate one or more of the Programs at any time. Upon termination, you will have at least sixty (60) days from the date the relevant Program termination is announced to use available OneKeyCash remaining in your Account. After that date, any OneKeyCash and benefits will be forfeited without recourse or compensation.

### 12. Improper Member activity

We reserve the right in our sole discretion to disqualify any Member we reasonably believe to be tampering with the operation of the Program/s or to be acting in breach of these Terms and Conditions or in a fraudulent or deceptive manner. Any attempt by any Member to undermine the legitimate operation of the Program/s may be a breach of criminal and civil law, and should such an attempt be made or threatened, we reserve the right to seek damages from any such person to the fullest extent permitted by law.

We have the right to monitor all activity in relation to the Programs for compliance with these Terms and Conditions. If we have reasonable grounds to believe your Account shows signs of fraud, abuse, improper conduct or suspicious activity-including, but not limited to, selling, bartering or trading OneKeyCash and/or Trip Elements, using OneKeyCash which has been fraudulently acquired, requesting OneKeyCash if the requirements for earning OneKeyCash on the booking were not successfully met, misuse of Promotional OneKeyCash, accessing another member's Account, or creating or using the Program/s for non-individual purposes—or other violations of these Terms and Conditions (collectively, "Improper Activity"), we may close or freeze your Account immediately and suspend Program Benefits, and where such Improper Activity is found to have occurred, you may lose your accumulated OneKeyCash, Redemption Rewards and Program Benefits. If you have conducted any Improper Activity, we reserve the right to take any necessary legal action. In addition, you may be liable for monetary losses to El, including litigation costs and damages, and you will not be allowed to participate in the Programs in the future. Eligible Bookings or Redemption Rewards discovered to be related to Improper Activity will have their OneKeyCash rescinded, and the Account associated with such activity will be frozen from further OneKeyCash earning or redemption activity. To contest freezing, disqualification or termination of an Account, the rescinding of OneKeyCash or confiscation of Redemption Rewards, please contact the relevant Participating Brand Customer Service Centre at:

Expedia Help Centre

#### 13. Complaints or Disputes

We are committed to customer satisfaction, so if you have a problem or complaint or dispute, we would like to try to resolve your concerns. But if we are unsuccessful in resolving your complaint

or dispute, you may pursue claims as explained in this section.

To the extent permitted by applicable law and except with regards to consumers residing in the province of Quebec, you agree to give us an opportunity to resolve any disputes or claims relating in any way to the Program, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Statement ("Claims") by contacting the relevant Participating Brand Customer Service Centre. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

**Customer Service:** 

Expedia Help Centre

To the extent permitted by applicable law and except with regards to consumers residing in the province of Quebec, any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, Travel Suppliers or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms and Conditions, regardless of whether prior versions of the Terms and Conditions required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms and Conditions as a court would.

Arbitrations will be conducted by the Canadian Arbitration Association (CAA) under its rules. The CAA's rules are available at <a href="https://canadianarbitrationassociation.ca/">https://canadianarbitrationassociation.ca/</a> or by calling 1-877-862-8825. Payment of all filing, administration and arbitrator fees will be governed by the CAA's rules, except as provided in this section. If your total Claims seek less than CA\$10,000, we will reimburse you for the filing fees you pay to the CAA and will pay arbitrator's fees, unless the arbitrator determines your Claims are frivolous. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the jurisdiction where you live or at another mutually agreed location.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to "Expedia Legal: Arbitration Claim Manager" at Expedia, Inc., 1111 Expedia Group Way, Seattle, WA 98119. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting arbitration must also provide a Notice of Arbitration to the CAA, at 180 Duncan Mill Road, 4th Floor, Toronto, Ontario, M3B 1Z6.

To the extent permitted by applicable law and except with regards to consumers residing in the province of Quebec, any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. The Arbitration Act (Ontario) applies to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

#### 14. Release and limitation of liability

To the extent permitted by applicable law and except with regards to consumers residing in the

province of Quebec, the Programs are provided without any warranty (either express or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. We make no guarantees, warranties or representations of any kind concerning the Program/s, except where a particular guarantee or warranty cannot be excluded under applicable law, including consumer law.

Although we will endeavour to employ commercially reasonable measures to help ensure the Program/s runs as planned, you agree that, to the fullest extent permitted by law, we shall not be liable for any errors, inaccuracies or other issues that may impair your participation in the Program/s, unless and only to the extent directly caused by us. You further understand that neither our Travel Suppliers nor promotional partners are affiliated with the Program/s nor responsible for administration of the Program/s.

Subject to the limitations set out in these Terms and Conditions, you further agree that to the extent permitted by applicable law, EG, its affiliates, its Travel Suppliers, any promotional partners and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") will not be liable for any losses arising out of or in connection with the Program/s (including, for example, any use of the Program/s and/or any delay or inability to use the Program/s) which were not:

- (i) reasonably foreseeable by both you and us at the time of enrolment in the Program/s;
- (ii) actually suffered or incurred by you; and
- (iii) caused by a breach of our obligations under these Terms and Conditions or our failure to use reasonable care and skill.

Subject to the limitations set out in these Terms and Conditions, and to the fullest extent permitted by applicable law, in no event shall the Released Parties be liable for any business losses and/or losses to non-consumers including (without limitation) loss of profits or loss of revenue.

Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence; for fraud, fraudulent misrepresentation or gross negligence; or for any other liability which cannot be legally excluded or limited under applicable law, including consumer law.

#### 15. Privacy

Your privacy is important to us.

In signing up to the Program/s, you acknowledge that you have read and accepted the processing of your personal data by us in compliance with applicable data protection laws and our Privacy Statement. Please see our full Privacy Statement for more information on the personal data we collect about you, how and why we process it, the safeguards put in place to protect it, who we may disclose it to, your rights and who to contact for potential claims or questions:

Expedia Privacy Statement

#### 16. General

The Terms and Conditions that are currently on the website and available <a href="here">here</a>, will apply until October 5, 2025 (or later date as notified to you). These new updated Terms and Conditions will be effective from October 6, 2025 (or later date as notified to you).

Please note that if these Terms and Conditions change between the time you made an Eligible Booking and the time the Eligible Booking is Completed, the version of the Terms and Conditions that was in effect at the time the Eligible Booking is made will control.

If any part of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision in these Terms and Conditions at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

The Expedia <u>Terms of Service</u>, and (as applicable) the Terms of Service displayed on the Participating Brand will apply in addition to these Terms and Conditions.

These Terms and Conditions (and any other terms and conditions referenced herein) constitutes the entire agreement between you and us with respect to the Programs and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Programs.

#### 17. Governing law

We are a US-owned entity and, except as restricted by applicable law, and except with regards to consumers residing in the province of Quebec, these Terms and Conditions are governed by the laws of the state of Washington, USA.

#### 18. Expedia Terms

#### **18.1 Expedia Definitions**

"Completed" means that the Member, or other travellers booked under the Account, must have completed the stay in an Eligible Hotel or an Eligible Accommodation Rental, flown on the Eligible Flight, used the Eligible Car, used the ticket(s) for the Eligible Activity or completed the Eligible Package.

"Eligible Accommodation Rental" means a stand-alone booking of a participating short-term rental accommodation booked by a Member through a Participating Brand and later Completed.

"Eligible Activity" means any stand-alone activities and Ground Transportation booked by a Member through a Participating Brand and later Completed.

**"Eligible Booking"** means a booking by a Member through a Participating Brand for any Eligible Accommodation Rental, Eligible Activity, Eligible Car, Eligible Cruise, Eligible Flight, Eligible Hotel or Eligible Package that is later Completed.

"Eligible Car" means any stand-alone car rental booked by a Member through a Participating Brand that is later Completed.

"Eligible Cruise" means any stand-alone cruise booked by a Member through a Participating Brand that is later Completed.

"Eligible Flight" means any stand-alone flight booked by a Member through a Participating Brand that is later Completed, but does not include items not included in the fare such as seat choice or baggage.

"Eligible Hotel" means any stand-alone property that is not an Eligible Accommodation Rental and booked by a Member through a Participating Brand that is later Completed.

"Eligible Package" means any pre-paid hotel + flight, hotel + car, hotel + flight + car, flight + hotel + activity, flight + car, and hotel + flight + car + activity booked together by a Member through a Participating Brand that is later Completed.

"Eligible Travel Component" means any of the following: Eligible Activity, Eligible Accommodation Rental, Eligible Car, Eligible Cruise, Eligible Flight or Eligible Hotel.

**"Expedia"** means the Expedia Canada site or mobile version of the site and any related mobile applications.

"Ground Transportation" forms part of Eligible Activity and means ground transportation booked by a Member at Search Airport Transportation that is later Completed.

"Program" means the One Key loyalty program available on Expedia.

# 18.2 Earning OneKeyCash

Subject to section 4, after completing an Eligible Booking, the anticipated amount of OneKeyCash and Trip Elements to be earned will be held in pending status. You will earn OneKeyCash on a portion of the Redemption Reward if partially paid for with OneKeyCash.

## **Earning Base OneKeyCash**

Base OneKeyCash can be earned by making an Eligible Booking through a Participating Brand as set forth below.

# **Eligible Flights**

Subject to section 4, earn 0.2% in OneKeyCash per CA\$1 spent (excluding taxes and fees) on Eligible Flight Bookings booked through a Participating Brand.

## **Eligible Bookings (non-flight)**

Subject to section 4, earn 1% in OneKeyCash as a Blue Member and 2% as Silver, Gold or Platinum Member per CA\$1 spent (excluding taxes and fees) on the following Eligible Bookings:

- Eligible Hotels
- Eligible Accommodation Rentals
- Eligible Activities
- Eligible Packages
- Eligible Cars
- Eligible Cruises

# **Non-Eligible Bookings**

Purchases other than those expressly listed above are **not** eligible to earn OneKeyCash or Trip Elements. These include but are not limited to:

- Bookings made on the "Groups & Meetings" link on a Participating Brand
- Insurance
- Flights booked directly via an airline's website, even if your original flight search was conducted on a Participating Brand
- Pricing products
- Packages booked through the "All-inclusive vacations" tab on our site which are provided by third-party tour operators and not by us or a Participating Brand.

### 18.2.1 Preferred Inventory OneKeyCash

Preferred Inventory includes stand-alone VIP Access properties, is liable to change at any time, and will be displayed where applicable to your search, along with any additional terms and conditions (if applicable) ("Preferred Inventory").

Subject to section 4, Promotional OneKeyCash offers which are Preferred Inventory OneKeyCash offers will be awarded at the following rates inclusive of Base OneKeyCash earn rates, based on the Member's Tier at the time of booking:

- Blue members: no Preferred Inventory OneKeyCash awarded on Eligible Bookings.
- Silver members: 3% in OneKeyCash earned per CA\$1 spent (excluding taxes and fees) on an Eligible Booking
- Gold members: 5% in OneKeyCash earned per CA\$1 spent (excluding taxes and fees) on an Eligible Booking
- Platinum members: 6% in OneKeyCash earned per CA\$1 spent (excluding taxes and fees) on an Eligible Booking.

For Preferred Inventory OneKeyCash to move from pending to Available status, the Eligible Booking must be Completed, and will then be made available in your Account based on the time periods identified in the Posting/Reconciliation chart in section 18.3. Preferred Inventory OneKeyCash offers are not applicable to changed bookings. You will not earn additional Trip Elements on Preferred Inventory OneKeyCash offers.

As is the case with all categories of OneKeyCash, Preferred Inventory OneKeyCash is promotional in nature, has no cash value and may not be transferred to another Member or redeemed for cash under any circumstances.

## 18.3 OneKeyCash and Trip Element Posting/Reconciliation

See chart below for the length of time it may take for OneKeyCash and Trip Elements to move from pending to available status.

Eligible Booking	OneKeyCash and Trip Element confirmation timing
Hotel paid at time of booking ("Pay Now")	Up to 3 days after the Eligible Booking is Completed.
Hotel paid at time of stay ("Pay Later")	Up to 35 days after the Eligible Booking is Completed.

Accommodation Rental	Up to 35 days after the Eligible Booking is Completed.
Flights	Up to 10 days after the Eligible Booking is Completed.
Packages	Up to 3 days after the Eligible Booking is Completed.
Car ("Pay Now")	Up to 3 days after the Eligible Booking is Completed.
Car ("Pay Later")	Up to 90 days after the Eligible Booking is Completed.
Activities	Up to 3 days after the Eligible Booking is Completed.
Cruise	Up to 45 days after the Eligible Booking is Completed.

# 18.4 OneKeyCash Expiry

Subject to the paragraph below, Base and Preferred Inventory OneKeyCash in your Account will not expire as long as you have made an Eligible Booking or redeemed a Redemption Reward through a Participating Brand on your Account at least once every eighteen (18) months. If there has been no such activity, all accumulated Base and Promotional OneKeyCash in your Account will expire and will not be reinstated.

In such a case, where required by law or at our discretion, we will send you a notice between 30 and 60 days before the date on which the Base or Preferred Inventory OneKeyCash is set to expire.

OneKeyCash that has been converted from Expedia Rewards points will retain original expiry dates, unless an Eligible Booking or Redemption Reward is made through a Participating Brand on your Account once these Terms become effective in which case the above paragraph will apply.

#### 18.5 OneKeyCash Redemption

#### 18.5.1 Flight Redemptions

Subject to the general exclusions set out at Section 6 above, Flight Redemption Rewards are available on eligible airlines. In order to book a flight using OneKeyCash, you must have enough OneKeyCash available to cover the entire cost of the flight being booked, including all taxes and fees. OneKeyCash cannot be used to pay for items not included in the fare such as seat choice or baggage, and cannot be used to pay for flight booking changes. If you do not see the ability to apply OneKeyCash on the checkout page, this is an indicator that: you do not have enough OneKeyCash to cover the entire flight cost; you have added additional items for purchase such as seat choice or baggage, and/or the flight is not eligible for a Redemption Reward and, therefore, ineligible to use OneKeyCash on that booking. Flights do not have to be round-trip; one-way flights and flights into and out of different airports are permitted. Holds cannot be placed on flight Redemption Rewards. Only the Member can use OneKeyCash to book a flight on their Account, but the flight Redemption Reward may be booked in the name of the Member or any other

person the Member designates.

#### **18.5.2 Hotel Redemptions**

Subject to the general exclusions set out at section 6 above, you can use available OneKeyCash to pay the partial or full cost of a "Pay Now" hotel. OneKeyCash can only be used where payment is being made on a Participating Brand at time of booking where the "Pay Now" option is presented.

#### **18.5.3 Short Term Rental Redemptions**

Subject to the general exclusions set out at section 6 above, you can use available OneKeyCash to pay for the partial or full cost of a participating short-term rental. OneKeyCash cannot be used on a refundable damage deposit. Where making a booking request, OneKeyCash is only used to pay for the partial or full cost of the participating short-term rental once the booking has been confirmed. OneKeyCash cannot be used on all short-term rentals, please check the short-term rental details page to see eligibility.

#### 18.5.4 Car Redemptions

Subject to the general exclusions set out at section 6 above, you can use available OneKeyCash to pay for the partial or full cost of a "Pay Now" car rental. OneKeyCash cannot be used where some or all of the cost is required to be paid directly to the Travel Supplier.

#### 18.5.5 Activities Redemptions

Subject to the general exclusions set out at section 6 above, you can use available OneKeyCash to pay for the partial or full cost of a "Pay Now" activity.

## **18.6 Membership Tiers**

A Trip Element will only be awarded where the Eligible Travel Component of the Eligible Tier Booking is CA\$30 or more (excluding taxes and fees, and after any coupons and any OneKeyCash are applied to the booking).

Bookings which are eligible for the purposes of qualifying for a higher tier for Expedia are set out below.

#### **Eligible Tier Bookings**

Flights	1 Trip Element for an Eligible Flight where each ticket (a round-trip flight ticket and any stopover(s) are deemed to be 1 Trip Element; a multi-city ticket is deemed to be 1 Trip Element for each segment) in the booked flight itinerary is flown
Hotel	1 Trip Element for an Eligible Hotel per room per completed night stayed
Accommodation Rental	1 Trip Element for an Eligible Accommodation Rental per completed night stayed
Car	1 Trip Element for an Eligible Car per completed car rental day

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Activities	1 Trip Element for an Eligible Activity for each ticket where the activity is completed. Where the Eligible Activity is Ground Transportation, 1 Trip Element for a completed round trip.
Package	1 Trip Element for an Eligible Travel Component completed as outlined in this table.
Cruise	1 Trip Element per cabin per night for the length of the voyage (regardless of the number of guests).