# Avion Rewards TM Redemption, Return & Exchange Terms & Conditions for Apple ‡

### 1. What the Words Mean

Here are the definitions of some of the words used in these Terms:

"You" means an Eligible Avion Rewards Client;

"We", "us", or "our" means Apple Inc.

"Apple" means Apple Inc.

"Apple Store<sup>‡</sup>" means any Apple store in Canada.

"Eligible Avion Rewards Client" means (i) a personal, business or commercial Avion Rewards cardholder who is authorized to redeem Points in accordance with the Avion Rewards Terms and Conditions; (ii) the primary owner of an eligible personal banking account that allows you to earn Points in connection with various "Avion Rewards in Banking" promotions Royal Bank offers from time to time; and (iii) an Eligible Avion Rewards Core Product Account Client (as defined in the Avion Rewards Terms and Conditions);

"Points" mean Avion points;

"Program" means this Avion Rewards Redemptions Program with Apple;

"Royal Bank" means Royal Bank of Canada; and

"Terms" means these Avion Rewards Redemptions Terms & Conditions for Apple.

# 2. Order Policy

### 2.1. General Rules

a. If you have accumulated the required number of Points for the item(s) of your choice, you may decide to pay for the item(s) using Points only. In the event that you do not have the required number of Points for your purchase, you may also decide to pay using a combination of Points and an eligible RBC credit card. The minimum number of Points required for an item will be indicated in the catalogue.

### **Applicable to Avion Select Members only:**

You must have the required number of Points in your Rewards Account for the item(s) of your choice at the time of the redemption.

- b. The required number of Points, including the minimum number of Points required for redemption, and the corresponding remainder price in dollars for an item are set out in the Apple catalogue(s). Applicable taxes and any other additional fees, if any, are not included in the required number of Points or corresponding remainder price in dollars for the item, but they will clearly be disclosed to you prior to completing your transaction.
- c. All merchandise appearing in the Apple catalogue(s) are subject to availability. Also, we reserve the right to limit the quantity of the same item you may want to order at once.
- d. We accept orders from billing addresses within Canada only and we will not ship products to an address outside of Canada. Apple products are subject to Canadian, U.S. and foreign export control laws and regulations and must be purchased, sold, exported, re-exported, transferred, and used in compliance with such export laws and regulations.
- e. Once your order is received, Royal Bank will send you an email order confirmation. The email order confirmation, however, does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order. We reserve the right at any time after receiving your order to accept or decline your order for any reason. If we cancel an order, we will provide a refund for that order.
- f. When you order an item through this Program, Royal Bank relies on the information you provide when completing your order, including registration information (name and email address), which must be true, accurate, current and complete. You will be solely responsible and liable to Royal Bank for any and all loss, damage, and additional costs that you, Royal Bank or any other person

may incur as a result of your submission of any false, incorrect or incomplete information.

### 2.2. Special Terms

- a. Free engraving on eligible Apple products.
  - (i) You can engrave certain models of Apple products with a combination of text and numbers.
  - (ii) After you select your engravable product, we will indicate the number of lines available for engraving for the item you selected. You are responsible to ensure that everything is spelled correctly.
- (iii) Engraved items cannot be returned. If you change your mind on the purchase of an engraved item, you may be able to cancel your item if your item has not yet shipped but this is not guaranteed. If you have questions about cancellations, please contact Royal Bank at the number indicated in the "How to contact Royal Bank" section of these terms.

### b. AppleCare<sup>‡</sup>

You can buy an AppleCare Protection Plan or AppleCare+ in Apple Stores or online at <a href="https://www.apple.com/ca/support/products/">https://www.apple.com/ca/support/products/</a> only within 60 days of your device purchase for your eligible Apple product. Read the AppleCare page to learn more about adding extra protection to your Apple device.

# 3. Shipping and Delivery

- a. We only offer standard shipping on all available items, which is free on all items.
- b. As soon as your item(s) have shipped, Royal Bank will send you a shipment notification email that includes your carrier and, if available, a carrier tracking number. That notice is Royal Bank's acceptance of your order. If you ordered multiple items, you may receive separate tracking information for each item.
- c. Items ship as they become available. If there is a delay in shipping your item, Royal Bank will send you a notification email. Since the actual delivery of your order can be impacted by many events beyond our control once it leaves the shipping facilities, Royal Bank cannot be held liable for late deliveries.
- d. In-stock orders will normally get delivered within seven(7) business days after shipping.

- e. If you have not received your shipment within ten (10) business days after receiving the shipment notification email, please contact Royal Bank at the number indicated in the "How to contact Royal Bank" section of these terms to have the matter investigated for you. If the investigation confirms the item(s) was delivered to you, then you will not be eligible to receive any refund for the item(s).
- f. If the tracking information indicates that your item(s) is being returned to us or has become undeliverable, please contact Royal Bank at the number indicated in the "How to contact Royal Bank" section of these terms so that an agent can assist in starting an investigation on your behalf.
- g. If shipping information such as the apartment number or street address was incorrect when placing your order, your order may be returned to us without any delivery attempts being made. The shipment notification email from Royal Bank will indicate the carrier used to deliver your items and a carrier tracking number, if available. To avoid any additional delays, we suggest tracking your package regularly, or requesting delivery updates from the carrier through their website.

# 4. Technical Support for Apple Products

- a. If you're having trouble with your new Apple product, please visit online Product Support or contact AppleCare Technical Support 1-800-263-3394. If you require a Proof of Purchase, contact Royal Bank at the number indicated in the "How to contact Royal Bank" section of these terms for assistance.
- b. If you're having trouble with a non-Apple product outside of our 14- day return policy as described below, please contact the manufacturer directly.

# 5. Return Policy

### 5.1. General Rules

- When you receive your package, please examine it closely prior to opening the factory sealed product packaging.
- For all items eligible for a return, you have up to 14 calendar days from the time you receive your item(s) to initiate a return.
- If you are dissatisfied with an item, you can request a return by contacting Royal Bank at the number indicated

in the "How to contact Royal Bank" section of these terms.

- d. Items ineligible for a return include:
  - Engraved products
  - Opened memory
  - Opened software\*
  - Electronic Software Downloads
  - Print Products
  - Software Up-to-Date Program Products (software upgrades)
  - Apple Gift Cards
  - Apple Developer products (membership, technical support incidents, WWDC tickets)
  - \* You may return software after rejecting the licensing terms, provided the software is not installed on a computer. However, software that contains a printed software license may not be returned if the seal or sticker on the software media packaging is broken.
- e. For damaged or defective items:
  - (i) First call Apple Care at 1-800-MY APPLE (800-692-7753) to resolve the issue directly with Apple.
  - (ii) If Apple cannot resolve the issue, you will be provided with an Apple Case ID#. The Case ID number is required when you contact Royal Bank to initiate a return request for damaged or defective item.
- f. For all returns, you will need the following:
  - The Avion Rewards order ID available by signing into https://www.avionrewards.com; and
  - Original packaging and all items.
- g. All item(s) (both defective and non-defective) must be returned in their original purchase condition and with everything that formed part of the original packaging including blank warranty cards, manuals and any other item or accessory provided by the manufacturer. We provide security features to enable you to protect your product in case of loss or theft. If these features have been activated and cannot be disabled by the person in possession of the phone, the return or exchange may be refused.
- h. For your convenience, we accept returns by mail for orders that were shipped directly to you. Please contact

- Royal Bank at the number indicated in the "How to contact Royal Bank" section of these terms to find out how to make a return by mail and to request your return shipping label. Packages returned without the prescribed return shipping label will be refused. Your return shipping label is valid for 14 days from the day it is issued to you.
- i. The return shipping labels are valid only for returns shipped within Canada. Each return shipping label is coded for a specific shipment and for specific items. Please do not include items from other orders, or other items and/or shipments from the same order, in the same box, or you will not receive the correct refund.
- j. All items that you return by mail will be refunded through your original method of payment. For example, if you have paid for your item(s) using a combination of both Points and an RBC credit card, a refund will be applied to your RBC credit card account used to make the purchase and the Points will be credited back to your Points account.
- k. If you were charged an environmental handling fee with your purchase, the fee will be refunded as well, along with the cost of the item(s).
- I. If you have received the wrong item and would like to return it, please contact Royal Bank at the number indicated in the "How to contact Royal Bank" section of these terms within 14 days of receipt. You will have to return the wrong item and place a new order.

# 5.2. iPhone and iPad Returns — Wireless Service Cancellation

Wireless carriers have different service cancellation policies. Returning your iPhone or iPad may not automatically cancel or reset your wireless account; you are responsible for your wireless service agreement and for any applicable fees associated with your wireless account. Please contact your provider for more information.

### 6. Order Cancellations

a. If the item(s) on your order are not yet shipped (or being prepared for shipment), you may be able to cancel an item or the entire order. We will attempt to cancel the order on your behalf although it is not guaranteed. It is important you make your cancellation as soon as possible because once an order is processed and is ready

- to be shipped, it cannot be cancelled. In that case, you can always return the item as per the appropriate return policy outlined in these Terms.
- b. A cancellation request must be initiated through Royal Bank by contacting Royal Bank at the number indicated in the "How to contact Royal Bank" section of these terms during regular business hours.
- c. If an order is cancelled, notification will be sent to you by email.
- d. If your Points have been deducted and/or your RBC credit card has already been charged prior to cancellation of your order, we will credit your Points back and/or issue a credit to your RBC credit card account if one was used for the redemption within 5 business days.

# 7. Errors or Misprints on the Catalogue(s)

- a. How we fix errors depends on the nature of the error. If we find that a product description on the catalogue(s) is incorrect, for example, we'll correct it.
- b. While we take steps to ensure the accuracy and completeness of product descriptions and information provided by third-party services, please refer to the originator of the information (e.g. the manufacturer) for complete product details. In general, you should know that the required number of Points for an item, the corresponding basic price in dollars and availability of the item are subject to change without notice.
- c. THE FOLLOWING CLAUSE IS INAPPLICABLE IN QUEBEC.

  We reserve the right, at any time, to reject, correct,
  cancel or terminate any order for any reason whatsoever
  (whether or not the order has been confirmed and your
  Points have been debited and/or your RBC credit card
  charged) including if, for example, the required number
  of Points or the corresponding remainder price in dollars
  for any item you order was incorrectly displayed in the
  catalogue(s). If this happens, we will provide you with an
  opportunity to place an order at the correct price.

## 8. Miscellaneous

- a. Please note that this Program and any part of these Terms are subject to change without notice to you. The posting of the current Terms at <a href="https://www.avionrewards.com/retailers/termsconditions/retailerterms-Apple\_eng.pdf">https://www.avionrewards.com/retailers/termsconditions/retailerterms-Apple\_eng.pdf</a> shall be deemed sufficient notice to you of such Terms, if required.
- b. The Avion Rewards Terms and Conditions available at <a href="https://www.avionrewards.com/terms-and-conditions/">https://www.avionrewards.com/terms-and-conditions/</a> are supplemental to these Terms and continue to apply insofar as they do not conflict with the present Terms.
- c. The purchase and use of Apple products are subject to additional terms and conditions as determined by us, available at https://www.apple.com/legal/sla/.
- d. Royal Bank is not responsible for the failure of Apple to honour Apple gift cards issued for refunds processed in an Apple Store for any reason, including the insolvency or bankruptcy of Apple.

# 9. How to Contact Royal Bank

For all Accounts, except the RBC Avion Visa Infinite Privilege, RBC Avion Visa Infinite Privilege for Private Banking Accounts and RBC Commercial Avion Visa Credit Card Accounts:	1-800-769-2512
For RBC Avion Visa Infinite Privilege Credit Card	1-888-769-2581
Accounts only:	
For RBC Avion Visa Infinite Privilege for Private	1-888-769-2585
Banking Credit Card Accounts only:	
For Business Credit Card Accounts:	1-800-769-2512
For Commercial Avion Visa Credit Card Accounts	1-888-769-2534
only:	

For Avion Select Members, please reach out to us using the Contact an Advisor feature in your Avion Rewards profile.

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