

Terms and conditions (updated)

Side-by-side comparison

- View Terms and conditions in effect until March 24, 2023, [here](#)
- View Terms and conditions effective as of March 25, 2023, [here](#)

Note: Some links contained in the updated Terms and conditions will not be active until March 25, 2023. For any questions, please [contact us](#).

The following is a side-by-side comparison of the current Terms and conditions and of the new Terms and conditions. Note that some provisions from the current Terms and conditions have been relocated. Their position in the following side-by-side comparison reflects their position in the new Terms and conditions.

Formatting notes: text shown in grey is superseded as shown by the amended text; underlined and italicized text represents a new or updated provision; non-italicized and non-underlined text in black remains unchanged. Any amendments made to the text due to typographical error are not highlighted.

- The following Terms and conditions apply to the VIA Préférence program (the "Program") operated by VIA Rail Canada Inc. ("VIA Rail"). A member which activates his/her account or uses his/her points is agreeing to these Terms and conditions as outlined below.

amended to 

- The following Terms and conditions apply to the VIA Préférence program (the "Program"), a rewards program operated by VIA Rail Canada Inc. ("VIA Rail"). A Program member who activates his/her account or uses his/her VIA Préférence points is agreeing to these Terms and conditions as outlined below.

— membership

- Members must be at least two years old at the time of registration. The consent of a guardian or person with parental authority is required for members under the age of majority if such consent is required in the jurisdiction of the member's residence.

amended to 

- Members must be at least two (2) years old at the time of registration. The consent of a legal guardian or person with parental authority is required for members under the age of majority if such consent is required in the jurisdiction of the member's residence.

- Notwithstanding that only the member himself/herself may earn points for their own travel, and unless instructions are provided to VIA Rail limiting a guardian or parent's authority to act with respect to a child's account, any guardian or person with parental authority may act on behalf of the child with respect to the Program, as laid out in these Terms and conditions. VIA Rail reserves the right to require proof of guardianship or parental authority as applicable in the jurisdiction of the member's residence, and/or a copy of any binding order limiting a guardian or parent's authority over the child's account.

amended to



- A legal guardian or parent may act on behalf of a member who is under the age of majority with respect to the Program, in accordance with these Terms and conditions, unless VIA Rail has received instructions limiting the legal guardian or parent's authority to act with respect to the member's account. VIA Rail reserves the right to require proof of guardianship or parental authority as applicable in the jurisdiction of the member's residence, and/or a copy of any binding order limiting a legal guardian or parent's authority over the member's account.

- Members may be required to provide proof of identity and/or proof of age at the time of registration or during participation in the Program.

- Only individuals are permitted to join the Program and they must use their full legal name.

amended to



- Only individuals are permitted to register for the Program, and they must use their full legal name.

- Members are permitted to sign up for the Program only once.

amended to



- Members are permitted to register for the Program only once.

- Only the person whose name appears on the membership card and in the membership file may use the card and is entitled to the Program privileges.

amended to



- Only the person whose name appears in the membership file is entitled to the Program privileges.

- Personal account information may only be given to the member, to the parent or legal guardian in the case of a minor, or to a person who has been designated by a member in writing, in compliance with applicable data protection laws. See [Privacy](#) below for more information on how VIA Rail uses members' personal information.

- A valid email address is required upon registration in the Program. VIA Rail reserves the right to communicate with the member exclusively by email, even if a mailing address or phone number has been provided by the member.

amended to



- To enroll in the Program, the individual must first create a VIA traveller profile ("VIA Profile") using a valid email address. They will then be able to register for the Program by checking the "I want to become a VIA Préférence member" box. Individuals who already have a VIA Profile can log into their account, go the VIA Préférence page, and check the enrolment box to join the program. To register a minor, the parent or legal guardian must use a unique, separate, and valid email address that they own and maintain, and that is not associated with their own VIA Préférence account. VIA Rail reserves the right to communicate with the member exclusively by email, even if a mailing address or phone number has been provided by the member.

- It is the member's responsibility to keep their profile up-to-date, including contact information. Members shall be responsible for advising VIA Rail immediately if any of the information that the member was required to submit when he/she registered for the Program changes (including, but not limited to, name, mailing address, email address and phone number). Proof of a name change is required. Members may update their information by contacting VIA Rail (see [How to Contact Us](#), below) or through their profile preferences at any time thereafter (see [Access your account](#) at the top of the VIA Préférence website). VIA Rail is not responsible if the member cannot be contacted or does not receive important Program notifications because the member has not provided current or accurate information.

amended to



- It is the member's responsibility to keep their VIA Profile up-to-date, including contact information. Members shall be responsible for advising VIA Rail immediately if any of the information that the member was required to submit when he/she registered for the Program changes (including, but not limited to, name, mailing address, email address, and phone number). Proof of a name change is required. Members may update their information by contacting VIA Rail (see [How to Contact Us](#) below) or through their VIA Profile preferences at any time thereafter (by logging in to their VIA Profile). VIA Rail is not responsible if the member cannot be contacted or does not receive important Program notifications because the member has not provided current or accurate information.

- VIA Rail reserves the right to require valid proof of appointment by the member of any person acting on behalf of the member as his/her attorney or mandatary, according to the laws in force in the province of the member's residence.

amended to



- VIA Rail reserves the right to require valid proof of appointment by the member of any person acting on behalf of the member as his/her power of attorney or mandatary, according to the laws in force in the jurisdiction of the member's residence.

— earning points

- VIA Préférence points are awarded at the rate of one (1) point for each full dollar spent on VIA Rail ticket purchases for all routes and all classes of service where VIA Rail operates in Canada. This excludes all-inclusive packages or tickets sold by tour operators, block space or group fares, the purchase of gift cards, commercial account sales and tickets for intermodal services. VIA Préférence points are calculated with reference to the purchase price of the eligible ticket, less applicable discounts and taxes as shown on the purchase receipt. VIA Préférence points may be awarded at a rate higher than one (1) point for each full dollar spent on tickets of certain fare classes, as indicated on the VIA Préférence [website](#) and subject to change at VIA Rail's discretion.
 - Members must travel the segment(s) indicated on the ticket purchased to earn the associated points.
 - Members can only earn VIA Préférence points for their own travel. A member or third party cannot earn points by booking travel for someone else or for travel undertaken by another person, regardless of who paid for the travel.

amended to



- VIA Préférence points are awarded on the purchase of VIA Rail tickets and travel passes for all routes and all classes of service where VIA Rail operates in Canada. VIA Préférence points are also awarded on eligible fees and optional products, including but not limited to: baggage not included in the selected fare allowance (as per VIA Rail [baggage policy](#)), fees for travelling with a pet, fees for an unaccompanied minor, packaging products available in station, and one-time lounge passes. The list of eligible items may change from time to time without notice and can be found in the [Earning](#) section of the VIA Rail website. VIA Préférence points are calculated with reference to the purchase price of the items purchased, less applicable discounts and taxes as shown on the purchase receipt.
 - Members must travel the segment(s) indicated on the ticket purchased to earn the associated points.
 - Members can only earn VIA Préférence points for their own travel. A member or third party cannot earn points by booking travel for someone else or for travel undertaken by another person, regardless of who paid for the travel.

- VIA Préférence points are awarded at the rate of one (1) point for each full dollar spent on VIA Rail pass purchases. The points are awarded at the time of purchase of the pass and calculated with reference to the purchase price of the pass, less applicable discounts and taxes as shown on the purchase receipt. No additional points are awarded for tickets booked using a rail pass.

amended to



- VIA Préférence points are awarded at the rate of one (1) point for each full dollar spent on qualifying purchases. The points are awarded upon completion of travel, with the exception of points earned on purchases of travel passes, which are awarded at the time of purchase. Points are calculated with reference to the purchase price, less applicable discounts and taxes as shown on the purchase receipt. VIA Préférence points may be awarded at a rate higher than one (1) point for each full dollar spent on tickets of certain fare classes, as indicated on the VIA Rail website, and is subject to change at VIA Rail's discretion.
- VIA Préférence points cannot be earned on the following: i) all-inclusive packages or tickets sold by tour operators or sales agents; ii) partial charters or group fares; iii) commercial account sales; iv) souvenirs; v) food and beverages purchased on board; vi) the purchase of gift cards; vii) services offered by VIA Rail's partners and intermodal services; viii) taxes; ix) service charges; or x) any other products or services that VIA Rail may specify from time to time or where prohibited by law.
- VIA Rail may, from time to time, offer members other ways to earn VIA Préférence points. Such offers may be time-limited, offered to all VIA Préférence members or to specific groups of members, and subject to additional terms and conditions, as detailed in each specific offer.

- Members may request retroactive credit for any transactions missing from their VIA Préférence account that occurred in the previous six (6) months; however, new members' transactions that pre-date registration by more than one (1) month are not permitted. To receive their retroactive credits, members must contact VIA Rail by phone or email (see [How to Contact Us](#), below). We reserve the right to request a copy of the original ticket as proof of travel and to refuse to award points without this proof of travel.

amended to



- Members may request retroactive credit for any transactions missing from their VIA Préférence account that occurred in the previous six (6) months; however, new members' transactions that pre-date registration by more than one (1) month are not permitted. To receive their retroactive credits, members must contact VIA Rail by phone or email (see [How to Contact Us](#) below). VIA Rail reserves the right to request a copy of the original ticket as proof of travel and to refuse to award points without this proof of travel.

- VIA Préférence points have no monetary value.

amended to



- VIA Préférence points have no monetary value and are not redeemable for cash. Except as permitted from time to time by VIA Rail or permitted within the Program, VIA Préférence points cannot be assigned, exchanged, purchased, or given by gift. VIA Préférence points cannot be sold, traded, bartered, rented, or otherwise disposed of. VIA Préférence points are void if sold for cash or any other consideration.

— membership levels

- VIA Préférence members may qualify for a higher membership level as a function of their total spending on qualifying purchases and number of qualifying segments traveled during the qualifying period. The qualifying period runs from April 1 to March 31 of each year. The conditions to qualify for a higher membership level and the associated benefits are defined on the VIA Préférence [website](#) and subject to change. At the end of the qualifying period, membership levels are calculated and confirmed to each member. Starting May 1 until April 30 of the following year, qualified members will enjoy the advantage of a higher level membership for a 12-month period (the “benefits period”).
- The deadline to apply missing trips to the qualifying period is March 15 of each year. Any missing trip claimed after March 15 will count towards VIA Préférence points but will not be considered for qualifying towards or maintaining an upper membership level.

combined & amended to



- VIA Préférence members may qualify for a higher membership level as a function of their total spending on qualifying purchases during the qualification period. The qualification period runs from May 1 to April 30 of each year (the “qualification period”). The conditions to qualify for a higher membership level and the associated benefits are defined on the VIA Rail website and are subject to change. Starting May 1 until April 30 of the following year, qualified members will enjoy the advantage of a higher membership level for a 12-month period (the “benefits period”). Members who reach a higher membership level during the qualification period may be eligible for early recognition. The deadline to apply missing trips to the qualification period is April 30 of each year. Any missing trips claimed after April 30 will earn VIA Préférence points (if eligible for a retroactive credit as per the conditions stipulated in provision 2.5.) but will not be considered for qualifying towards or maintaining a higher membership level.

- Only dollars spent on VIA travel and actual segments traveled by the end of the qualifying period count towards achieving or maintaining a higher membership level. VIA Préférence points earned during the qualifying period do not count towards qualifying for a higher membership level.

amended to



- Only dollars spent on VIA Rail fares during the qualification period (for travel completed during the qualification period) and travel pass purchases during the qualification period, before taxes, count towards achieving or maintaining a higher membership level. All optional products, charges and fees are excluded from qualifying dollars. VIA Préférence points earned during the qualification period do not count towards qualifying for a higher membership level.

— redeeming points for reward travel

- VIA Préférence points may be redeemed by members for travel throughout VIA Rail's network according to the redemption grid available on the VIA Préférence [website](#). Reward travel may only be purchased with points. To the extent permitted by law, the redemption grid is subject to change from time to time at VIA Rail's sole discretion.

amended to 

amended to 

— redeeming points

- VIA Préférence points may be redeemed by members for travel throughout VIA Rail's network, whether in the form of tickets or travel passes. VIA Préférence points may also be redeemed for eligible fees and optional products, including but not limited to: baggage not included in the selected fare allowance (as per VIA Rail [baggage policy](#)), fees for travelling with a pet, fees for an unaccompanied minor, packaging products available in station, and one-time lounge passes. This list of eligible items may change from time to time without notice and can be found in the [Redeeming](#) section of the VIA Rail website. The number of VIA Préférence points required to make a purchase is indicated on the VIA Rail website at the time of booking and will vary depending on multiple factors, including date and time of travel, route (departure and destination), and fare class. Points requirements are provided by item (fares being one item, baggage another item, etc.) and are those required for all passengers in the member's reservation and all of their trips. Members can select the eligible item(s) they wish to pay with points. An item cannot be partially paid with points. Members who do not have enough points for all passengers or trips in the reservation, or do not wish to use their points for all passengers or trips, will have to make separate bookings.

- Members are solely responsible for the payment of taxes applicable on the items purchased using VIA Préférence points. Taxes will be calculated based on the price of the relevant items and are payable by the member using a form of payment other than points at the time of booking.

- Reward tickets may not be used in conjunction with other promotions, coupons, discounts or special offers, unless authorized by VIA Rail.

Deleted.

- VIA Préférence reserves the right to limit the number of seats available for reward travel and to restrict travel on certain dates and within certain timeframes before departure.

amended to



- VIA Rail reserves the right to limit the number of seats available for reward travel and to restrict travel on certain dates and within certain timeframes before departure.

- VIA Rail tickets and travel passes paid with VIA Préférence points are subject to the refund and exchange conditions of the fare booked or the travel pass purchased. If the fare or travel pass is exchangeable or refundable, members will receive the points back in their account, less the applicable refund/exchange fees.

amended to



- VIA Préférence points belong to the individual members who have earned them and cannot be transferred, sold, or bartered. However, members may book reward travel for someone else using their points.

- Members may book travel for someone else using their points.

- Travel reward bookings may be requested only by the member from whose account the points will be deducted, by a third party designated by that member in writing, or by an individual so authorized in accordance with these terms.

amended to



- Only the member from whose account the points will be deducted, a third party designated by that member in writing, or an individual so authorized in accordance with these terms, can use the points in their account to pay for a transaction.

- VIA Préférence points cannot be redeemed for the following: i) all-inclusive packages or tickets sold by tour operators, sales agents and travel agencies; ii) partial charters or group fares; iii) commercial account sales; iv) souvenirs; v) food and beverages; vi) the purchase of gift cards; vii) services offered by VIA Rail's partners and intermodal services; viii) taxes; ix) service charges; or x) any other products or services that VIA Rail may specify from time to time or where prohibited by law.

- Reward trips for a child are available only for children aged between two (2) and eleven (11) years old (inclusively).

Deleted.

- VIA Rail may offer special redemption rates or other promotions from time to time. Such special rates and promotions may be offered to all VIA Préférence members or any group of members, at VIA Rail's sole discretion. Special redemption rates or other promotions are time limited and may contain additional terms and conditions.

— option to transfer points

- Members may take advantage of the points transfer feature and transfer VIA Préférence points from their account to another member's account, subject to conditions that can be found in the [Transfer Points](#) section of the VIA Rail website.

— adjustments or corrections in case of errors

- VIA Rail reserves the right, without prior notice, to make adjustments and corrections to members' accounts at any time and for any reason, including, but not limited to, if it is determined that VIA Préférence points have been earned or redeemed erroneously.

— points expiry and cancellation of membership

- Subject to the provisions that follow, VIA Préférence points do not expire.

- Members must earn points on their account within the first 12 months following registration in order for their membership to remain active. VIA Rail reserves the right to cancel the membership of any member who shows no point-earning activity in the 12 months following registration.

amended to



- Members must earn points within the first twelve (12) months following registration in order for their membership to remain active. VIA Rail reserves the right to cancel the membership of any member who shows no point-earning activity in the twelve (12) months following registration.

- A VIA Préférence membership remains active as long as points are accumulated or redeemed within a three-year period. VIA Rail reserves the right to cancel memberships that have been inactive for three (3) consecutive years, in which case members would be advised within 60 days, but no later than 30 days prior to their membership being cancelled due to inactivity. Upon cancellation, all remaining points expire from the inactive account.

amended to



- A VIA Préférence membership remains active as long as points are accumulated or redeemed within a three-year period. VIA Rail reserves the right to cancel memberships that have been inactive for three (3) consecutive years, in which case members would be advised within sixty (60) days, but no later than thirty (30) days prior to their membership being cancelled due to inactivity. Upon cancellation, all remaining points expire from the inactive account.

- VIA Rail reserves the right to suspend or cancel the member's participation in the Program, at any time, without compensation, if the member has abused any Program privilege, failed to follow these Terms and conditions, not complied with applicable law or made any misrepresentation to VIA Rail or to any entity associated with or participating in the Program, for example having provided false or misleading information (including registration information and train travel information). In the event that the member's participation in the Program is cancelled, all accumulated VIA Préférence points in the member's account may also be forfeited and removed from the account.

amended to



- VIA Rail reserves the right to suspend or cancel the member's participation in the Program, at any time, without notice or compensation, if the member has abused any Program privilege, failed to follow these Terms and conditions, not complied with applicable law or made any misrepresentation to VIA Rail or to any entity associated with or participating in the Program, for example having provided false or misleading information (including registration information and train travel information). In the event that the member's participation in the Program is cancelled, all accumulated VIA Préférence points in the member's account may also be forfeited and removed from the account.
- Upon receipt of a copy of a death certificate and a written request from the executor of a will, VIA Préférence points in the deceased member's account can be transferred to someone else. VIA Rail reserves the right to require proof of authority as executor or of designation as liquidator.
 - VIA Préférence members may cancel their membership at any time by notifying VIA Rail (see [How to Contact Us](#) below). Any VIA Préférence points on the account will be forfeited.

— amendments to the program

- VIA Rail reserves the right to restrict, suspend or otherwise change the Program. To the extent permitted by law, VIA Rail may modify, in whole or in part, the following elements:
 - The eligibility conditions for membership in the Program and the manner in which a member participates in the Program (see Membership);
 - Conditions that allow receiving VIA Préférence points (see Earning Points);
 - Terms applicable to the redemption of VIA Préférence points (see Redeeming points for reward travel);
 - Terms applicable to the expiry of VIA Préférence points and cancellation of membership (see Points Expiry and cancellation of membership);
 - Terms applicable to amendments to the Program (see Amendments to the Program);
 - Terms in the Privacy section;
 - Terms applicable to termination of the Program;
 - Terms under the General conditions section; and
 - Governing law.

amended to



- VIA Rail reserves the right to restrict, suspend or otherwise change the Program. To the extent permitted by law, VIA Rail may modify, in whole or in part, the following elements:
 - The eligibility conditions for membership in the Program and the manner in which a member participates in the Program (see Membership);
 - Terms applicable to the earning of VIA Préférence points (see Earning Points);
 - Terms applicable to the Membership Levels section;
 - Terms applicable to the redemption of VIA Préférence points (see Redeeming Points);
 - Terms applicable to the Option to Transfer Points section;
 - Terms applicable to the Adjustments or Corrections in Case of Errors section;
 - Terms applicable to the expiry of VIA Préférence points and cancellation of membership (see Points Expiry and Cancellation of Membership);
 - Terms applicable to amendments to the Program (see Amendments to the Program);
 - Terms in the Privacy section;
 - Terms applicable to the Termination of Program section;
 - Terms under the General Conditions section; and
 - Governing Law and Choice of Forum.

- In the event that these Terms and conditions, or any aspect of the Program is restricted, suspended or changed, VIA Rail will notify members at least sixty (60) days before the amendment comes into effect. Such notice will be provided by posting the amended Terms and conditions online, by sending members written notice using the member's contact information on file, and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. Upon receipt of such notice, and if the amendment entails an increase in the member's obligations or a reduction in VIA Rail's obligations, the member may refuse the amendment and rescind or cancel his/her participation in the Program without cost, penalty or cancellation indemnity, by sending VIA Rail notice to that effect no later than thirty (30) days after the amendment comes into force, at the address or email address indicated in the notice. Any VIA Préférence points on the account will be forfeited.
- If a member does not exercise his/her right to rescind or cancel his/her participation in the Program by sending VIA Rail notice within thirty (30) days after the amendment comes into force, the member's continued participation in the Program at any time after such thirty (30) day delay has expired will constitute consent to be bound by the amended Terms and conditions.

- In the case of minors, the notice is deemed to have been received by a person with parental authority when it is sent to the contact information on the member's file. The member's continued participation in the Program after the amendment comes into force constitutes parental consent for the member to be bound by the amended Terms and conditions, unless a parent or guardian exercises the member's right to rescind or cancel his/her participation in the Program by sending VIA Rail notice within thirty (30) days after the amendment comes into force.

amended to



- In the case of minors, the notice is deemed to have been received by the legal guardian or by a person with parental authority when it is sent to the contact information on the member's file. The member's continued participation in the Program after the amendment comes into force constitutes consent by the legal guardian or parent for the member to be bound by the amended Terms and conditions, unless the legal guardian or parent exercises the member's right to rescind or cancel his/her participation in the Program by sending VIA Rail notice within thirty (30) days after the amendment comes into force.

— privacy

- The VIA Rail Privacy Policy (the “Privacy Policy”) applies to the Program, and is available at www.viarail.ca/en/our-privacy-policy or upon request. This Privacy Policy may be amended from time to time. By agreeing to these Terms and conditions, members are also agreeing to the terms of the Privacy Policy and the member undertakes to review those terms, as such may be amended from time to time.

amended to



- The VIA Rail Privacy Policy (the “Privacy Policy”) governs the collection, use, storage and disclosure of personal information by VIA Rail, and it applies to the Program. It is available at www.viarail.ca/en/our-privacy-policy or upon request. This Privacy Policy may be amended from time to time. By agreeing to these Terms and conditions, members are also agreeing to the terms of the Privacy Policy and the member undertakes to review those terms.

- In accordance with the VIA Rail Privacy Policy, members may opt out of receiving commercial electronic messages at the time of registration or anytime thereafter through their profile preferences or by contacting VIA Rail. Notwithstanding a member’s choice to opt out of commercial electronic messages, VIA Rail may send operational program-related updates to members.

amended to



- In accordance with the VIA Rail Privacy Policy, members may opt out of receiving commercial electronic messages at the time of registration or anytime thereafter through their VIA Profile preferences, by clicking on the “Unsubscribe” link found at the bottom of VIA Rail emails, or by contacting VIA Rail. Notwithstanding a member’s choice to opt out of commercial electronic messages, VIA Rail may send operational program-related updates to members.

— termination of program

- VIA Rail reserves the right to terminate the Program at any time.

amended to 

- VIA Rail reserves the right to terminate the Program at any time and for any reason, at its sole discretion.

- In the event that VIA Rail decides to terminate the Program, VIA Rail will provide the member with notice sixty (60) days prior to such termination (to be provided at participating VIA Rail locations, on VIA Rail's website(s), and by sending members written notice using the member's contact information on file.

amended to 

- In the event that VIA Rail decides to terminate the Program, VIA Rail will provide members with notice sixty (60) days prior to such termination. Notice will be provided at participating VIA Rail locations, on VIA Rail's website(s), and by sending members written notice using the member's contact information on file.

- Upon termination, any VIA Préférence points on the account will be forfeited.

— general conditions

- To the extent permitted by law, by participating in the Program, each member (and the member's parent or legal guardian, as the case may be) agrees to release and discharge VIA Rail, and any other third party that may from time to time participate in the Program (whether as a participant or in an administrative, operational or other capacity), and each of VIA Rail's officers, directors, agents, representatives, successors and assigns, from any loss, liability, claim, demand, damage or expense asserted by any person or entity relating in any way to the Program, the member's participation in the Program or the redemption and use/misuse of any item obtained through the redemption of VIA Préférence points or otherwise in connection with the Program.

amended to



- To the extent permitted by law, by participating in the Program, each member (and the member's parent or legal guardian, as the case may be) agrees to release and discharge VIA Rail, and any other third party that may from time to time participate in the Program (whether as a participant or in an administrative, operational or other capacity), and each of VIA Rail's shareholders, officers, directors, employees, agents, representatives, successors, and assigns, from any loss, liability, claim, demand, damage, cost, or expense asserted by any person or entity relating in any way to the Program, the member's participation in the Program or the redemption and use/misuse of any item obtained through the redemption of VIA Préférence points or otherwise in connection with the Program.

- VIA Rail reserves the right to withdraw or temporarily change or suspend all or part of the Program in any way, in the event of a material error, omission, technical problem, computer virus or bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond VIA Rail's reasonable control that interferes with the proper conduct of any aspect of the Program as set out in these Terms and conditions.

amended to



- VIA Rail reserves the right to withdraw or temporarily change or suspend all or part of the Program, in any way, for any reason, at VIA Rail's sole discretion, including in the event of a material error, omission, technical problem, computer virus or bug, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond VIA Rail's reasonable control that interferes with the proper conduct of any aspect of the Program as set out in these Terms and conditions.

- Any attempt to deliberately damage any website or to undermine the legitimate operation of the Program in any way (as determined by VIA Rail in its sole discretion) could be a violation of criminal or civil laws and, should such an attempt be made, VIA Rail reserves the right to seek remedies and damages to the fullest extent permitted by law.
- VIA Rail's failure to exercise any of its rights, powers or remedies in these Terms and conditions or at law, or any delay in doing so, does not constitute a waiver of those rights, powers, or remedies. The single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the exercise of any right, power or remedy.
- Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires, and the word "including" means "including but not limited to."
- Each of the provisions contained in these Terms and conditions is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of these Terms and conditions.

— governing law

- These Terms and conditions are governed by the laws of the Province of Quebec and the laws of Canada applicable in Quebec.

amended to



— governing law and choice of forum

amended to



- These Terms and conditions are governed by the laws of the Province of Quebec and the laws of Canada applicable in Quebec, without regard to conflict-of-laws principles that would require the application of the laws of another jurisdiction. By registering for the Program, members irrevocably submit to the exclusive jurisdiction of the courts of the Province of Quebec.

— how to contact us

- If you have any questions about the Program, please visit us online at www.viapreference.com or contact us via our contact page at www.viapreference.com/en/contact-us.

amended to



- If you have any questions about the Program, please visit us [online](#) or contact us via our [Contact Us](#) page.