

Terms and conditions (updated) Side-by-side comparison

- View Terms and conditions in effect until December 4, 2019 [here](#).
- View Terms and conditions effective as of December 5, 2019 [here](#).

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 existing 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 Formatting notes: text shown in grey is superseded as shown by the amended text; underlined and italicized text represents a new or updated provision.

- The following conditions apply to the VIA Rail Canada Inc. VIA Préférence program (hereafter called the “Program” and “VIA Rail”).

amended to



- 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.*

— membership

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

amended to



- 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.
- *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.*

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

amended to



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

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

amended to



- 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.

- In accordance with the law, personal account information may only be given to the member or to a person who has been designated by a member in writing.

amended to



- 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.

- Members shall be responsible for advising VIA Préférence of any name change and/or address change in writing. Proof of name change is required.
- VIA Préférence shall not be liable for any misdirected mail or email or any consequences thereof.

combined & amended to



- 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.

- Membership cards remain the property of VIA Préférence and must be returned to VIA Préférence without delay if so requested.



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- 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.

— earning points

- Points can be earned on ticket purchases (excluding taxes) for all routes and all classes of service where VIA operates in Canada. This excludes all-inclusive packages or tickets sold by tour operators, block space or group fares, gift cards, commercial account sales, tickets for connecting bus services and tickets issued to VIA passholders. Members recognize that VIA Préférence may modify, without limitations, current point accumulation rules.

amended to



- 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 earn VIA Préférence points only for their own travel. A member cannot accumulate points by booking travel for someone else. Members or third parties are not permitted to earn points for travel undertaken by other people, regardless of who paid for the travel.

amended to 

- 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.
- 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.

amended to 

- Members may request retroactive credit for any transactions missing from their VIA Préférence account that occurred in the previous six months; however, new members' transactions that pre-date registration by more than one month are not permitted. To receive their retroactive credits, members must send a copy of their original tickets to VIA Préférence. No points will be awarded without this proof of travel.

- 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.

- VIA Préférence points have no monetary value.

— 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 any year. Any missing trips claimed after March 15 will count as regular VIA Préférence points and will not be considered for qualifying towards or keeping an upper tier level (Privilège or Premier).

amended to



- 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.

- VIA Préférence points are not considered for qualifying towards or keeping an upper tier level (Privilège or Premier) for the next benefit period (starting May 1st of every year). Only dollars spent on VIA travel for trips completed by the end of the qualifying period (March 31 of every year) count towards achieving an upper tier status.

amended to



- 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.

— 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.

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

amended to



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

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

amended to



- 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.

- Reward trips are not permitted on December 23 and 24.



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Note: dates on which reward trips are not permitted are posted on the VIA Préférence website.

- 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.

- Travel reward bookings may be requested only by the member from whose account the points will be deducted or by a third party designated by that member in writing.

amended to



- 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.

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

— points expiry and cancellation of membership

- All VIA Préférence points expire on December 31, 2021, regardless of when they were earned. However, this date may continue to be extended regularly and in such case, all VIA Préférence points will be carried over to the next expiration date.

amended to



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

- VIA Préférence 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 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.

- A VIA Préférence account remains active as long as there is point accumulation or redemption within a three-year period.
- VIA Préférence reserves the right to terminate memberships that have been inactive (no point accumulation or redemption) for three (3) consecutive years. Upon such termination, all points will expire from the inactive account.

combined & 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 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.

- VIA Préférence reserves the right to revoke Program membership at any time, without compensation. VIA Préférence may invoke membership for any reasons that may include, but are not limited to, abuse of the terms and conditions of the Program, non-compliance with the rules and regulations, and providing false or misleading information (including registration information and train travel information).

amended to



- 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.

- For active accounts, membership terminates upon death of the member. Upon receipt of a copy of the death certificate and a request from the executor of the will, VIA Préférence points can be transferred to someone else.

amended to



- 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 Préférence reserves the right to modify or amend any of the terms and conditions or Program rules, in whole or in part, at any time, with or without prior notice of such amendments to their members.

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);
 - 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.

- 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.

— 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.

- 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.

- It is the member's responsibility to keep their profile up-to-date by providing a valid email address and a valid home address. VIA Préférence is not responsible if a member does not receive important Program notifications because their profile is not up to date.



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Note: this provision has been removed; however, the requirement has been preserved under a similar provision in the Membership section.

- Members give their consent to VIA Préférence to provide Program partners with any personal data that may be required to develop appropriate offers and rewards for the members. Members may opt out of such activity by stating this preference at the time of registration or by informing VIA Préférence.



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— termination of program

- VIA Rail reserves the right to terminate the Program without any further obligation.

amended to



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

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

— general conditions

- VIA Préférence will be the final authority as to the interpretation of these terms and conditions and Program rules.



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- 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.

- 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.
- 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

- The VIA Préférence program is subject to the laws of Québec and Canada.

amended to



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