#### LONDON 2012 OLYMPIC GAMES WITH VISA\* DEBIT CONTEST: OFFICIAL RULES

# THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

By participating in this Contest you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the "Rules").

## 1. CONTEST PERIOD:

The London 2012 Olympic Games with Visa Debit Contest (the "Contest") begins on Friday, April 27, 2012 at 12:00:01 a.m. Eastern Time ("ET") and ends on Friday, May 25, 2012 at 11:59:59 p.m. ET (the "Contest Period").

## 2. SPONSOR:

Canadian Imperial Bank of Commerce ("CIBC" or "Sponsor").

## 3. CONTEST ADMINISTRATOR:

The Marco Corporation, 470 Hardy Rd, Brantford, Ontario, N3V 6T1 (the "Contest Administrator").

## 4. ELIGIBILITY:

Contest is open to all legal residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, the Contest Administrator, Visa Canada Corporation ("Visa"), the London Organising Committee of the Olympic and Paralympic Games ("LOCOG"), the International Olympic Committee ("IOC") or their respective parent companies, subsidiaries, affiliates, prize suppliers and advertising/promotion agencies (collectively, the "Contest Parties").

## 5. HOW TO ENTER:

Entry Method 1: CIBC Advantage Debit Card<sup>TM</sup> holders in good standing will automatically earn one Contest entry for each "Qualifying Purchase" made and debited from their personal CIBC deposit account during the Contest Period. For these purposes, a "Qualifying Purchase" is a "Card Not Present Transaction" (not including a "Cash-Like Transaction"), as such terms are defined in the CIBC Cardholder Banking Service Agreement, which may be viewed online at www.cibc.com. (A "Card Not Present Transaction" essentially means a transaction involving the purchase of goods and/or services where you are not present at the merchant location. Examples include purchases by mail, telephone, or online. A "Cash-Like Transaction" is not considered to be a Qualifying Purchase; a "Cash-Like Transaction" essentially means a transaction involving the purchase of items directly convertible into cash. Examples include casino gambling chips or credits, money orders, wire transfers, and traveller's cheques. For complete definitions, see the CIBC Cardholder Banking Service Agreement).

Entries earned via Qualifying Purchases will be automatically entered on behalf of the applicable CIBC Advantage Debit Card holder, according to the official records of CIBC, as determined in its sole and absolute discretion. For greater certainty and the avoidance of doubt, each Qualifying Purchase can only result in one (1) entry (i.e. the same Qualifying Purchase cannot result in multiple entries under any circumstances).

If you make a Qualifying Purchase in the manner described above during the Contest Period and do not wish to be entered into the Contest, please advise the Contest Administrator, by contacting <a href="mailto:CIBCcontests@themarcocorporation.com">CIBCcontests@themarcocorporation.com</a>, by providing the contest title in the subject line as well as your full contact information and you will not receive an entry.

Entry Method 2: NO PURCHASE NECESSARY. To obtain one (1) entry in the Contest without being a CIBC Advantage Debit Card holder and/or making any "Qualifying Purchase" (as outlined above in Entry Method 1) during the Contest Period, print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient postage), along with a 50 word or more unique and original essay (the "Essay") on why you want to go to the London 2012 Olympic Games and how YOU would shop with Visa Debit using your CIBC Advantage Debit Card if you travelled to London, England to attend the Olympics, to the Contest Administrator, at: 470 Hardy Rd, Brantford, Ontario, N3V 6T1, Attn: London 2012 Olympic Games with Visa Debit Contest. Upon receipt and verification of your mail-in no purchase necessary entry request in accordance with these Rules, you will receive one (1) entry in the Contest per unique and original Essay per envelope with sufficient postage. To be eligible, all mail-in no purchase necessary entry requests must: (i) be post-marked during the Contest Period and received by no later than 12:00 pm ET (noon) on May 30, 2012; and (ii) be received separately in

an envelope bearing sufficient postage (i.e. mass mail-in no purchase necessary entry requests in the same envelope will be void). There is no limit to the number of mail-in entry requests you may submit; however, each such request must be sent in a separate envelope, bearing sufficient postage, and otherwise comply with the above requirements. The Releasees (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed mail-in no purchase necessary entry requests.

## 6. ENTRY VERIFICATION:

All eligible entries received in accordance with these Rules will be entered into the random prize draw (see Rule 8). The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, ineligible, incomplete or incompatible entries (all of which are void).

All entries (regardless of the method of entry) are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

## 7. THE GRAND PRIZE AND APPROXIMATE RETAIL VALUE:

There is one (1) Grand Prize available to be won, consisting of a trip for two (2) (the confirmed winner and one travel companion) to London, England to attend the London 2012 Olympic Games from August 10 to August 14, 2012. The Grand Prize includes: (i) round trip airfare (economy class) for the confirmed winner and his/her travel companion to London from the Canadian international gateway airport nearest the confirmed winner's residence (as determined by the Sponsor in its sole and absolute discretion) or, at the Sponsor's sole and absolute discretion, ground or air transportation from the winner's residence to Toronto and round trip airfare (economy class) for the confirmed winner and his/her travel companion to London from Toronto; (ii) Meet-and-greet service upon arrival at London Heathrow, London Gatwick or St. Pancras Train Station; (iii) transfer to hotel via train and motor coach; (iv) four (4) nights of hotel accommodation at the Hilton London Metropole Hotel (room and tax only), daily breakfast (only scheduled group meal); (v) Visa Olympic themed prepaid card valued at £200 per person; (vi) pre-selected Olympic events, at Visa's sole discretion, including Closing Ceremony tickets, event transportation to be provided via London public transport; (vii) self-guided Hop-On/Hop-Off Bus Tour of London; (viii) Attraction Pass; (ix) Visa Olympic-themed merchandise; and (x) access to a dedicated Visa Hospitality desk and Visa Event support staff; collectively with an approximate retail prize value of \$19,000 CAD, based on a Toronto departure example, although the actual retail value may vary depending on the point of departure (collectively, the "Grand Prize"). No difference between the actual and approximate retail value of the Grand Prize will be awarded. Choice of flights, airline(s), hotel accommodations (including, without limitation, room size and occupancy) and all other specifics related to each Grand Prize are at the sole and absolute discretion of the Sponsor and/or Visa.

The following general conditions also apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable, assignable and/or or convertible to cash (except as may be specifically permitted by the Sponsor and/or Visa in its sole and absolute discretion); (ii) no substitutions except at the Sponsor's and/or Visa's option; (iii) all travel related to the Grand Prize must occur within the dates specified by the Sponsor in its sole and absolute discretion (otherwise the Grand Prize may, in the sole and absolute discretion of the Sponsor and/or Visa, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the confirmed winner and his/her travel companion must: (a) travel on the same itinerary; (b) have all necessary documentation to permit international travel to London, England (including valid travel documentation); and (c) not be subject to any barrier to entry into England (or any country through which travel is completed) and/or re-entry into Canada; (v) the costs of everything not specifically stated above as included in the Grand Prize are the sole and absolute responsibility of the confirmed winner and his/her and travel companion, including, without limitation: additional meals and drinks; alcohol; gratuities; entertainment; health and travel insurance; transportation for confirmed winner and his/her travel companion to and from the Canadian international gateway airport nearest the winner's residence; additional transportation while in London; excess baggage fees; costs associated with extended visas; and items of a personal nature (NOTE: confirmed winner may be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses); (vi) if the confirmed winner (and/or his/her travel companion) does not use any part(s) of the Grand Prize, then any such part(s) not used may, in the sole and absolute discretion of the Sponsor and/or Visa, be forfeited in their entirety and, if

forfeited, nothing will be substituted in their place; (vii) Sponsor and/or Visa reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's and/or Visa's sole discretion, a cash award; (viii) all travel arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; (ix) by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Releasees (defined below) if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part; (x) the winner's travel companion must: (a) be of the legal age of majority in his/her province/territory of residence; and (b) sign and return the Sponsor's declaration and release form (by the date indicated on the form or as indicated by the Sponsor) indicating (among other things) that he/she waives all recourse against the Releasees (defined below) relating to his/her participation in the Grand Prize (including, without limitation, any travel related thereto); and (xi) the Grand Prize will only be awarded to the eligible entrant.

IMPORTANT NOTE: EACH CONFIRMED WINNER AND HIS/HER TRAVEL COMPANION IS SOLELY RESPONSIBLE FOR ENSURING THAT HE/SHE IS LEGALLY ABLE TO TRAVEL TO AND FROM LONDON, ENGLAND. THE RELEASEES (DEFINED BELOW) WILL ACCEPT NO RESPONSIBILITY AND/OR LIABILITY IN RELATION TO AN INDIVIDUAL'S INABILITY TO ENTER AND/OR LEAVE ENGLAND AND/OR RE-ENTER CANADA.

The Releasees (defined below) are not responsible for (and accept no liability in relation to) any aspect of the Grand Prize, including, without limitation, if an events are cancelled, delayed, postponed or otherwise affected for any reason whatsoever. The Sponsor and/or Visa will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

## 8. RANDOM PRIZE DRAW AND WINNER SELECTION PROCESS:

On June 8, 2012 (the "**Draw Date**") in Brantford, Ontario at approximately 12:00 p.m. (noon) ET, an eligible entrant will be selected by random draw from among all eligible entries received in accordance with these Rules. The odds of winning depend on the number of eligible entries received in accordance with these Rules.

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact the selected entrant by telephone using the information provided at the time of entry and/or the Sponsor's account records for the applicable CIBC personal deposit account associated with the CIBC Advantage Debit Card, as applicable) within 2 business days of the Draw Date. If the selected entrant cannot be contacted (i.e. cannot successfully be reached by telephone by the Sponsor or its representative) within 2 business days of the Draw Date, then he/she may be disqualified (and will forfeit all rights to a Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

BEFORE BEING DECLARED THE CONFIRMED GRAND PRIZE WINNER, the selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) within 2 business days of notification, return signed declaration and release forms provided by the Contest Administrator on the Sponsor's behalf in respect of both the selected entrant and his/her travel companion, which (among other things): (i) confirm compliance with these Rules (including that the entrant/travel companion has a valid Canadian passport); (ii) acknowledge acceptance of the Grand Prize as awarded; (iii) release the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all liability in connection with this Contest, participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agree to the publication, reproduction and/or other use of either the selected entrant's and/or travel companion's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the Internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed documents within the specified time; and/or (c) cannot accept the Grand Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to a Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

## 9. GENERAL CONDITIONS

All entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules.

The Releasees will not be liable for: (i) any failure of any website during the Contest Period; (ii) any technical malfunction or other problems relating to any telephone network or lines, computer online systems, servers, access providers, computer equipment or software; (iii) the failure of any Qualifying Purchase to be completed or validated for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from making, or attempting to make, any Qualifying Purchase; and/or (v) any combination of the above.

The Sponsor and/or Visa reserve the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor and/or Visa that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor and/or Visa in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor and/or Visa reserve the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor and/or Visa, with the consent of the Régie, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

<u>For Quebec residents</u>: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor and/or Visa, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <a href="http://www.cibc.com/ca/legal/privacy-policy.html">http://www.cibc.com/ca/legal/privacy-policy.html</a>), unless the entrant otherwise agrees. If you contact the Contest Administrator to opt out of the Contest, your personal information will not be used in the manner(s) described above in connection with the Contest.

The Sponsor and/or Visa reserve the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor and/or Visa, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

<sup>\*</sup>Visa int./Lic. user CIBC

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