

# CIBC CHEQUING ACCOUNT OFFER FOR SELECT CIBC TELUS REWARDS<sup>®</sup> VISA\* CARD CLIENTS TERMS AND CONDITIONS THIS OFFER IS OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW

## 1. OFFER PERIOD AND REWARDS:

What follows are the terms and conditions (the "Terms") for the CIBC Chequing Account and CIBC TELUS Rewards Visa Card offer for TELUS Rewards Points (the "Offer"). A TELUS Rewards Point is defined as a point that can be earned, issued and redeemed through the TELUS Rewards Program. TELUS Rewards Points are subject to the TELUS Rewards Program terms and conditions (available at: <a href="https://www.telus.com/rewardsterms">www.telus.com/rewardsterms</a>). The Offer period begins on September 1, 2015 at 12:01 a.m. (ET) and ends on February 29, 2016 at 11:59 p.m. (ET) (the "Offer Period"). The Offer is offered by Canadian Imperial Bank of Commerce ("CIBC").

## 2. ELIGIBILITY:

This Offer is only available to select TELUS Rewards Visa cardholders. A selected client must also be a resident of Canada who: (i) has reached the age of majority; (ii) at the beginning of the Offer Period, was not a holder (or joint holder) of a CIBC chequing account, as determined by CIBC at its sole discretion on the basis of its official records; and (iii) is currently or has applied to be the primary cardholder of a CIBC TELUS Rewards Visa Card (the "Card") before December 31, 2015 at 11:59 p.m. (ET) (the "Card Application Period"). For Card applications that are made during the Card Application Period, in order to qualify for the Offer you must be approved for and have your Card activated by January 31, 2016, as determined by CIBC at its sole discretion on the basis of its official records. CIBC employees and retired employees are not eligible for the Offer. This Offer cannot be combined with any other offer or rebate. However, individuals who open Eligible Chequing Accounts (as defined below) who qualify for the CIBC Homeowner® Banking Bundle will also still qualify for this Offer. Individuals who meet the foregoing eligibility requirements and otherwise comply with these Terms, as determined by CIBC at its sole discretion, are referred to as "Eligible Clients".

## OFFER REQUIREMENTS:

In order to qualify for the Offer, an Eligible Client must first open a: (i) CIBC Unlimited® Chequing Account; or (ii) CIBC PremierService® Account (each, an "Eligible Chequing Account"). Further, the Eligible Chequing Account must be opened either: (a) in a CIBC branch during the Offer Period; or (b) via Telephone Banking or online (through <a href="https://www.cibc.com/telusoffer">www.cibc.com/telusoffer</a> (the "Website") or CIBC Online Banking® ("Online Banking") between the start of the Offer Period and February 23, 2016, inclusive (in which case, the Eligible Client must also provide his/her signature to complete the opening of the Eligible Chequing Account in a CIBC branch before the close of the Offer Period).

Next, in relation to the Eligible Chequing Account that the Eligible Client opened as per the procedure outlined above:

I. If the Eligible Client visits the Website and follows the on-screen instructions to register for CIBC Online Banking® ("Online Banking") or CIBC Mobile Banking®

("Mobile Banking") and then, within three (3) full calendar months after the end of the calendar month during which the Eligible Client opened his/her Eligible Chequing Account, pays a bill (see Eligible Bill Payments below for eligibility details) or sends an *Interac* e-Transfer® using Online Banking/Mobile Banking (as applicable) or deposits a cheque using the eDeposit option on Mobile Banking which means depositing a cheque by taking a photo of it using a mobile device with CIBC's eDeposit® App, such Eligible Client will be eligible to receive 10,000 TELUS Rewards Points; and/or

II. If, within three (3) full calendar months after the end of the calendar month during which the Eligible Client opened his/her Eligible Chequing Account, the Eligible Client sets up and ensures: (i) at least one (1) eligible recurring direct deposit (see Eligible Recurring Transactions below for eligibility details) is made into the Eligible Chequing Account; or (ii) at least two (2) different eligible recurring pre-authorized debits (see Eligible Recurring Transactions below for eligibility details) are withdrawn from the Eligible Chequing Account; such Eligible Client will be eligible to receive 30,000 TELUS Rewards Points.

Eligible Bill Payments: Most bills that are able to be registered are eligible. Fund transfers to other CIBC deposit or line of credit accounts, or to accounts at other financial institutions, are not eligible for the Offer. For further details, consult with your branch advisor or telephone banking representative to determine whether a particular bill payment is eligible for the Offer.

Eligible Recurring Transactions: Most recurring direct deposits and pre-authorized debits are eligible. Examples of common recurring direct deposits are payroll, CPP/QPP, disability payments, dividends, and government deposits such as Employment Insurance and provincial parental insurance plan (PPIP). Examples of common recurring pre-authorized debits are pre-authorized bill payments and loan or mortgage payments where you set up pre-authorized instructions with your mortgage, loan, credit card and/or other provider. Recurring pre-authorized fund transfers that you initiate (i.e., if you use telephone banking, ABM and/or online banking to set up) to other CIBC deposit, credit card or line of credit accounts, or to accounts at other financial institutions, are not eligible for the Offer. For further details, consult with your branch advisor or telephone banking representative to determine whether any given pre-authorized debits or direct deposits are eligible for the Offer.

### 4. OFFER LIMITS:

Limit of one (1) 10,000 TELUS Rewards Points per Eligible Client/Eligible Chequing Account (including joint accounts). Limit of one (1) 30,000 TELUS Rewards Points per Eligible Client/Eligible Chequing Account (including joint accounts). If CIBC discovers that any person has attempted to use multiple names, identities, email addresses and/or any other information to exceed these limits, then he/she may be disqualified from the Offer (as determined by CIBC at its sole discretion).

# 5. OFFER FULFILLMENT AND CONDITIONS:

If an Eligible Client qualifies to receive the 10,000 TELUS Rewards Points, and/or the 30,000 TELUS Rewards Points, such TELUS Rewards Points will be credited to his/her Card account (which must remain open, active and in good standing at the time of crediting). Through the Card account, CIBC sends instructions to TELUS to credit the TELUS Rewards Account with the applicable TELUS Rewards Points. TELUS Rewards Points are only redeemable by TELUS Mobility Postpaid account holders or subscribers to an existing TELUS Mobility Postpaid

account. If a client with no TELUS Mobility Postpaid account or subscription to an existing TELUS Mobility Postpaid account applies for the Card, they will be required to set up a TELUS Mobility Postpaid account or subscription to an existing TELUS Mobility account in order for redemption to occur. Failure to set up a TELUS Mobility Postpaid account or subscription to an existing TELUS Mobility Postpaid account within three (3) full calendar months from approval for the Card will result in the Eligible Client's forfeiture of the TELUS Rewards Points. In cases where an Eligible Chequing Account is a joint account, and more than one accountholder has a Card account and a TELUS Rewards Account, CIBC will determine, at its sole discretion, which of the accountholders will be awarded the TELUS Rewards Points for this Offer. Each TELUS Rewards Point must be accepted as awarded and is not transferable, including with respect to any other TELUS Rewards Account, and cannot be assigned or divided even in the event of separation, divorce, bankruptcy or otherwise. TELUS Rewards Points will be credited within 12 - 14 weeks of completing the applicable requirements as provided herein. Each TELUS Rewards Point is subject to the Rewards Condition [defined below]. No TELUS Rewards Points substitutions will be permitted.

## GENERAL TERMS AND CONDITIONS:

This Offer is subject to all applicable federal, provincial and municipal laws. The decisions CIBC makes with respect to all aspects of this Offer are final and binding on all clients without right of appeal, including, without limitation, any decisions regarding the eligibility of any person. By participating in this Offer, you are agreeing to be legally bound by these Terms.

CIBC, its parent companies, its subsidiaries, affiliates, advertising/promotion agencies and any entity involved in the development, production, administration, or fulfillment of the Offer and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") will not be liable for: (i) any failure of any website or any device during the Offer; (ii) the failure of any information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iii) any injury or damage to an Eligible Client's or any other person's computer or other device related to or resulting from participating in the Offer; and/or (iv) any combination of the above.

CIBC reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Offer (or to amend these Terms) in any way without notice 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 CIBC that interferes with the proper conduct of this Offer as contemplated by these Terms. CIBC reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Offer, or to amend these Terms, in any way without prior notice or obligation for any reason whatsoever. CIBC reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates, timeframes and/or other Offer mechanics stipulated in these Terms, to the extent necessary, as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of CIBC, in its sole and absolute discretion, affect the proper administration of this Offer as contemplated in these Terms, or for any other reason. CIBC reserves the right, in its sole and absolute discretion, to disqualify any person CIBC finds or believes (using any evidence or other information made available to or otherwise discovered by CIBC) to be manipulating or otherwise abusing the process, fairness, integrity or operation of the Offer. Collectively, the Eligible Chequing Accounts are referred to as "Chequing Accounts".

Each of the TELUS Rewards Points are subject to the condition (the "Rewards Condition") that the Eligible Client's Chequing Account must remain open, active and unconverted for at least

one (1) calendar year from the month end of the month during which the Chequing Account was opened. Failing this, such Eligible Client (each, a "Disqualified Rewards Client") will not qualify for the TELUS Rewards Points. If TELUS Rewards Points have already been provided to a Disqualified Rewards Client, CIBC reserves the right, in its sole and absolute discretion, with or without prior notice, to process a reversal to the Disqualified Rewards Client's Card account or TELUS Rewards Account for the TELUS Rewards Points, or, in the case where the redemption of TELUS Rewards Points has already occurred, to charge the client's Chequing Account or Card account for, or send an invoice to the Disqualified Rewards Client for, up to \$400 CAD (based on the equivalent value of the TELUS Rewards Points provided).

Please monitor <a href="www.cibc.com/telusoffer">www.cibc.com/telusoffer</a> for information regarding any updates to these Terms. Except as modified, the terms and conditions relating to existing products/services will remain in full force and effect.

By participating in this Offer, each participant expressly consents to CIBC, its agents and/or representatives, storing, sharing, using and disclosing the personal information submitted while participating in this Offer for the purpose of administering this Offer and in accordance with CIBC's privacy policy (available at: <a href="https://www.cibc.com/privacy">www.cibc.com/privacy</a>).

TELUS Communications Company ("TELUS") is the operator of the TELUS Rewards Program. TELUS Rewards Points cannot be exchanged for cash. CIBC is not TELUS' agent on the program and is not responsible for its program or its administration, including the ability or inability to redeem TELUS Rewards Points. By participating in this Offer, each participant confirms that they have read and accepted the TELUS Rewards Program terms and conditions which govern the earning, use and redemption of TELUS Rewards Points. Each participant also consents to share information with TELUS as applicable in order to earn TELUS Rewards Points, subject to the TELUS Rewards Program terms and conditions privacy policy.

Inquiries related to eligibility, offer requirements and offer fulfillment should be directed to CIBC. Inquiries related to your TELUS Rewards Account and redemption of TELUS Rewards Points should be directed to TELUS.

In the event of any discrepancy or inconsistency between the terms and conditions as provided in these Terms and disclosures or other statements contained in any Offer-related materials, including, but not limited to point of sale, television, print or online advertising, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law. In the event of any discrepancy or inconsistency between the English and French version of these Terms, the terms and conditions of the English version of these Terms shall prevail, govern and control to the fullest extent permitted by law.

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