



Rules of Participation for the CIBC C² Art Program (“Rules”)

Posted: November 15, 2023

1. Program Period

The CIBC C² Art Program (the “Program”) submission period begins at 12:00 a.m. Eastern Time (“ET”) on November 15, 2022 and ends at 11:59 p.m. ET on January 3, 2024 (the “Program Period”).

By participating in the Program, the entrant (“you”) agrees to abide by and be bound by these Rules and all decisions of Canadian Imperial Bank of Commerce (“Sponsor” or “CIBC”). These Rules are final and binding, without right of appeal, in all matters relating to this Program and the awarding of the award(s).

2. Who can participate?

You must:

- Be a legal resident of Canada who, as of the date of entry, has reached the age of majority in your province/territory of residence. You must be physically present in Canada during the Artwork Creation phase of the Award (as described below);
- Have 2 to 10 years’ experience and be able to show past exhibition history and/or a body of work;
- Be able to dedicate your time and resources to the Program for the 6-month creation and curation period; and
- Be able and willing to connect virtually and in-person as required for the duration of the Program (which runs until the exhibition is concluded).

Who cannot participate?

- Individuals currently or who will be still enrolled in any post-secondary education program during the Program Period are not eligible; and
- Officers, directors, employees, agents and representatives of CIBC, any Program judges, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies (collectively, the “Promotion Entities”), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

Note: CIBC is not commissioning artwork for acquisition into the CIBC Art Collection. For greater certainty, CIBC will not be purchasing the artwork you create; it will only facilitate putting your art on display. Further, your participation in the Program does not guarantee the inclusion of artwork into CIBC’s permanent Art Collection.

3. What kind of artwork is eligible?

Types of art eligible:

- 2-dimensional work including drawings, prints, photography, paintings, mixed media; and
- 3-dimensional work including stone, metals, glass, plastics, textiles, wood, ceramic, natural materials, beadwork. 3-dimensional work must be wall-mountable or able to be displayed on pedestals/plinths.

Size limits:

- 2-dimensional work cannot exceed 152 cm height by 203 cm width or 60 inches by 80 inches per artwork.

- 3-dimensional work cannot exceed 152 cm height by 203 cm width or 60 inches by 80 inches per artwork.
- Each artwork must be wall-mountable or able to be displayed on pedestals or plinths.
- Digital artwork (screen-based work), projected artwork, or non-fungible tokens (NFTs) are not eligible.

4. How to Enter

To enter, you must complete the [program submission form \(PDF, 47 KB\)](#) in full at cibc.com/en/about-cibc/create-and-curate/apply.html (the "**Program Website**") during the Program Period. Your entry must meet the requirements outlined in the [frequently asked questions \(PDF, 131 KB\)](#) to be considered valid (the "**Proposal**").

To apply, review the program FAQs and rules of participation. Then, submit all required materials including the program submission form as your Proposal.

The following materials are required as part of the Proposal in order to be considered an eligible submission:

- **Submission Form**
- **Artist statement:** 500 words maximum, 1 page, size 12 font, PDF format
- **Exhibition proposal:** 200 words maximum, 1 page, size 12 font, PDF format
 - Provide a brief overview of your initial ideas, unifying themes and your planned art medium(s) for your exhibition
- **Artist's CV:** PDF format
- **Five (5) sample images and/or video of previous work**
 - Images must be in JPEG format
 - Images cannot exceed 3 MB each
 - Video must be in MP4, MOV, WMV or AVI format
 - Video cannot exceed 3 MB each OR entrants can include a Vimeo link in body of email
 - Image/video files should follow the naming convention Artist last name_Title_Medium
 - Total email size including all attachments cannot exceed 25 MB

Sample images and/or video of previous work will be used for judging purposes only. Samples should demonstrate an overview of your artistic practice, concepts and style, as well as represent or relate to the work you plan to create for the program.

Please send your Proposal as an email with all materials attached by the end of the Program Period. Send your email with the subject line "[Artist's full name] - C² Art Submission" to Mailbox.C2art@cibc.com.

Limit: one (1) Proposal per person and per email address during the Program Period.

5. What is the selection process?

There are two rounds in this Program. CIBC will not be providing feedback to unsuccessful entrants as to why their Proposal or any part of their entry was not selected in either of these rounds. The selection process is within the sole and absolute discretion of the Program's judges, also referred to as the Judging Committee.

Round 1

- a. Between January 3, 2024 and March 15, 2024, the Judging Committee will review all eligible Proposals received during the Program Period.
- b. Proposals will be evaluated by the Judging Committee on the basis of the following equally-weighted criteria (the “Criteria”):
 - i. **Eligibility:** Whether the entrant has met all technical submission and eligibility requirements and their submitted art samples fall under the qualifying types of art for the program. See Sections 2 and 3 above.
 - ii. **Technique:** The technical aspects of the work, including the method of execution and handling of material to achieve the desired result.
 - iii. **Aesthetics:** The visual appearance of the work, the stylistic choices and how the physical form relates to and engages with the concepts driving the work.
 - iv. **Concept:** The ideas, thoughts and/or concerns behind the work, how these ideas are interpreted through the technique and aesthetic and how they engage with broader society, culture, issues, etc.
 - v. **Innovation:** How the work presents an interesting and/or varied perspective or technique.

The top five (5) Proposals who received the highest scores based on the above Criteria will move on to Round 2.

Round 2

The Judging Committee will compose a series of questions which each of the top 10 finalists selected during Round 1 will respond to in video format. The committee will assess the submissions using the set criteria. The 2 artists that receive the most points will be selected as the Winners. Winners will be contacted shortly after the judging process is completed, but no later than April 1, 2024.

6. How will Finalists be notified? How do I become an official Finalist?

Finalist selection depends on skill in meeting Criteria and performance at the Selection Committee interview. Selected Finalists will be notified by telephone or email at the telephone number or email address provided in the submission form. In order to be declared an official Finalist, each selected Finalist will need to:

- a. Sign and return to Sponsor, within 10 business days of it being sent by Sponsor, a written declaration and release form, releasing the Sponsor from any liability in connection with this Program or the use, misuse, awarding or possession of the Award and accepting the terms and conditions associated with the Award;
- b. Confirm:
 - i. That the Artwork will meet the requirements in the “what kind of art is eligible” section of the C² Art Program Frequently Asked Questions; and
 - ii. **You have all necessary rights:** you have the right and authority to, and do hereby, grant to Sponsor an irrevocable, exclusive, perpetual, and royalty free license to display the Artwork at CIBC Square (defined below), and reproduce, print and/or publish photographs, films, videos or other reproductions and other likenesses (in any material form, whether now existing or created in future) of the Artwork for any archival, educational purposes and for purposes of promoting the Program and other similar programs held in the future.
- c. Agree that the art created for this Program (the “Artwork”) will meet the following Artwork Guidelines:
 - i. **No disparaging content about Sponsor or others:** Artwork must not defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with the Sponsor, as determined by Sponsor in its sole discretion.

- ii. **No obscene content:** Artwork must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by Sponsor in its sole discretion.
- iii. **No violation of intellectual property rights:** Artwork must not infringe on the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased;
- iv. **Your entry must be your work:** Artwork is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright;
- v. **Not previously published:** Artwork has not been previously published in a magazine, exhibition catalogue or other; and
- vi. **Consent of individuals:** Any and all individuals appearing in the Artwork have granted to you permission to publish or otherwise use their likeness in the Artwork in any manner and media whether now known or hereafter devised;

Each Winner will need to agree to indemnify, release and hold harmless Sponsor from and against any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor's use of the Artwork.

7. Awards

There will be two (2) awards, one (1) for each Winner. Each award consists of the following (the "Award"):

- \$25,000 CAD to be paid out in 12 equal instalments during Phase 1 and Phase 2 (see below). The amount will be dedicated to the Winner's creation and curation of a series of works that will be exhibited at CIBC Square for three (3) months; and
- Up to a maximum of \$5000 CAD to cover the costs of materials used for the Artwork which will be reimbursed to the Winner upon receiving supporting itemized receipts from the Winner. Reimbursement of materials expenses will be in CIBC's sole discretion. All receipts must be submitted to CIBC 30 days before the end of Phase 1;
- A trip to Toronto, Ontario (the "Destination") to attend the Opening Reception (as defined below). Each trip for each of the two (2) selected Winners will include the following:
 - For Winners residing outside of GTA: round trip economy transportation for one (1) person from the major Canadian airport nearest the Finalist's residence (selected at the discretion of CIBC) (the "Departure Point") to Destination.
 - For Winners residing in close proximity to the GTA: CIBC will coordinate ground transportation from Finalist's residence to Opening Reception;
 - Two (2) nights hotel accommodation in Destination for one (1) person (based on standard room, double occupancy); and
 - Entry for the Winner and ten (10) guests to the Opening Reception.

Approximate retail value of the trip: **\$5,000 CAD** (based on sample departure from Iqaluit, NU)

Award must be accepted as awarded and may not be substituted or transferred, except at Sponsor's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute for an Award of greater or equivalent monetary value if the award or part of the award cannot be awarded as described for any reason. Any other costs or expenses associated with the Award not specified herein will be the responsibility of each Winner.

Trip Conditions: Winner agrees to abide by all transportation requirements of carrier (air or ground) and all conditions of the hotel/accommodation. CIBC will not be held liable for the Finalist not abiding by such requirements and the Winner will not be entitled to compensation. Further, it is the sole responsibility of the

Winner to obtain all necessary travel documentation and to comply with any customs and immigration requirements (as applicable).

The Award will be split up into three phases:

Phase 1: Artwork Creation (April 1, 2024, to August 1, 2024)

- a. The two (2) selected Winners will have four (4) months to create a body of work for display in the exhibition spaces at CIBC Square.
- b. Each month during Phase 1 and Phase 2, the Finalists will provide bi-weekly written progress updates to CIBC. There will be a total of twelve (12) progress updates each corresponding to a \$2083.33 payment portion, totalling \$25,000.
- c. At the end of Phase 1, CIBC will fund and coordinate the pick-up and delivery of the artwork from a location in Canada to CIBC Square in Toronto for the exhibition. CIBC will be responsible for covering the costs for the frames, installation hardware, plinths and/or display materials, as well as exhibition materials such as labels and vinyl lettering. These costs do not form part of the Award and will not be awarded to the Winner in the form of cash or any other form.

Phase 2: Exhibition Curation and Opening Reception

- a. Between August 1st, 2024 and the Opening Reception, CIBC will collaborate with the Wiers to curate their exhibitions for display at CIBC Square.
- b. CIBC will host an opening reception of the exhibition (“**Opening Reception**”) in September 2024 after the work is fully installed at CIBC Square. The exact date will be determined by CIBC.

Phase 3: Exhibition Period (September 2024 – December 2024)

- a. The exhibition period is the period of time that the artwork of the two (2) selected Winners will be on display on floors 6 & 7 at CIBC Square South Tower located at 81 Bay Street in Toronto, Ontario (“**CIBC Square**”). Each Winner will have either one of these spaces to display their work.
- b. CIBC will fund and supervise the pick-up, installation, and drop-off of the artworks, as well as coordinate vinyl lettering / artwork labels. These costs do not form part of the Award and will not be awarded to the Winner in the form of cash or other.
- c. Artwork on display is permitted for sale. CIBC will not bear any responsibility whatsoever or coordinate sales or transport to buyers for either of the two (2) Winners. Any Artwork that is sold during the Exhibition Period must remain on display until the end of the Exhibition Period.
- d. Any unsold Artwork will be returned to the two (2) respective Winnes at the end of the Exhibition Period.

8. Right to Void / Terminate / Suspend / Modify

CIBC can terminate, suspend or modify this Program, in whole or in part, at any time and without notice or obligation if, in CIBC's sole discretion, any factor interferes with its proper conduct as contemplated by these Rules.

Without limiting the above, if the Program, or any part thereof, is not capable of running as planned for any reason, which, in the sole discretion of Sponsor, corrupts or affects the proper conduct of this Program, CIBC may, in its sole discretion void any suspect entries and:

- a. terminate the entire Program or any portion thereof;
- b. modify or suspend the entire Program, or any portion thereof in a manner that best conforms to the spirit of these Rules; and/or

- c. provide the Award from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the Finalist selection criteria discussed above.

CIBC can disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Program, violates the Rules, or acts with intent to annoy, abuse, threaten or harass any other person, all as determined by CIBC in its sole discretion. If a Finalist is disqualified, such Finalist will forfeit the Award.

9. Limitation of Liability and Releases

Please read carefully. By participating in this Program, entrants agree that Sponsor, Program judges and the Promotion Entities have no liability whatsoever for, and shall be held harmless by entrants against any liability for any injuries, losses or damages of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property resulting from:

- a. the Program (entry or participation), including the acceptance, possession, misuse or use of the Award; and
- b. any claims based on personality or privacy rights or defamation.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, CIBC, Program judges and the Promotion Entities, and any of CIBC's other suppliers or contractors, shall not be responsible for:

- a. any incomplete or inaccurate information that is caused by any technical or human error which may occur in the processing of Proposals in the Program;
- b. lost, interrupted, or unavailable network, server, on-line systems, telephone networks or telephone lines, or any other connections;
- c. the theft, destruction, loss or unauthorized access to, or alteration of, entries or proposals;
- d. failure of any e-mail to be received by or from the Program judges or CIBC for any reason;
- e. damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Program or in connection with the Program Website;
- f. printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or
- g. technical, pictorial, typographical or editorial errors or omissions contained herein.

10. Protection Of Personal Information and Publicity Release

CIBC and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Program for the purposes of administering the Program and fulfilling the Award. For further information about CIBC's privacy practices, please see CIBC's Privacy Policy at: cibc.com/ca/legal/privacy-policy.html

By accepting an award, Winner agrees to CIBC's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity CIBC and its respective successors, assigns and licensees may conduct relating to the Program in any media or format at any time or times in perpetuity, without further compensation or notice. Winner hereby releases CIBC and the Promotion Entities from any liability with respect thereto.

11. General Conditions

Winning the Award is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Decisions of Sponsor and/or Selection Committee will be final and binding on all matters pertaining to this Program. Program is subject to all applicable federal, provincial and municipal laws. Void

where prohibited. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a Winner make any false statement(s) in any document referenced above, the Finalist may be required to promptly return to Sponsor his/her award, or the cash value thereof.

IMPORTANT: Any attempt by an entrant or any other individual to deliberately damage any website associated with this Program or undermine the legitimate operation of the Program is a violation of criminal and civil laws, and Sponsor reserves the right to prosecute and seek damages to the fullest extent permitted by law.