



## Adapta™ Program Terms

### Adapta Program

1. These Adapta Program Terms apply to the Program and replace all prior terms. The Adapta Program Terms govern your Adapta Account, including how Adapta Points are earned and redeemed, and they apply to all Cardholders. By activating, signing or using your Card for the first time, you consent and agree to these Adapta Program Terms.
2. Your Credit Card Agreement also applies to the Program. If there is a conflict between these Adapta Program Terms and your Credit Card Agreement, your Credit Card Agreement will govern to the extent necessary to resolve the conflict.
3. When you use CIBC Online Banking or CIBC Mobile Banking, including for checking your Adapta Account or redeeming Adapta Points, you will also be bound by the terms of use of these services.

### About your Adapta Account

4. Information about your Adapta Account is available to you through CIBC Online Banking or CIBC Mobile Banking services.
5. The Adapta Points balance displayed on CIBC Online Banking or CIBC Mobile Banking may not reflect very recent transactions (including purchase refunds and Adapta Points redemptions) that have not yet been posted to your Adapta Account.
6. Although we may include information about your Adapta Account on your Credit Card Account monthly statement, that information may not be complete and up to date.
7. If you have questions or concerns about your current Adapta Account balance, you can call CIBC at [1 800 465-4653](tel:18004654653) from Canada and the US and [514 861-4653](tel:5148614653) from elsewhere.

### Earning Adapta Points

8. Adapta Points are earned on eligible purchases posted to your Credit Card Account, less all returns and credits. Cash advances, CIBC Global Money Transfers™, optional credit card insurance premiums, fees, interest, balance transfers, payments, CIBC Convenience Cheques, adjustments or Adapta Points redemptions are not eligible purchases.
9. You will earn 1 Adapta Point for each whole dollar (\$1.00 CAD) on every eligible purchase posted to your Credit Card Account.
10. You will also earn 0.5 bonus Adapta Points for each whole dollar (\$1.00 CAD) on every eligible purchase in the 3 Spend Categories with the highest total of net eligible purchases, as determined at the end of each Credit Card Account statement period.
11. Adapta Points and bonus Adapta Points are calculated for each eligible purchase individually. Cents do not earn Adapta Points, bonus Adapta Points or partial Adapta Points.
12. Bonus Adapta Points may only be earned on the first \$40,000 in net annual card purchases on your account (meaning all eligible purchases by all cardholders, at any type of merchant). This limit will reset the day after your December Statement Date.

13. The Spend Categories for which you may earn bonus Adapta Points are:

- Grocery and Drug Stores
- Pet Stores
- Dining and Drinks
- Gas and EV
- Transit and Parking
- Entertainment
- E-Games and Subscriptions
- Home Improvement
- Electronics
- Clothing
- Health and Beauty
- Hotels and Motels

14. Eligible purchases are categorized solely by the Merchant Category Code (“MCC”) used by merchants in the credit card network. CIBC has no control over how merchants are classified in the credit card network or on the MCCs they use. Your eligible purchases may not always be categorized as you expect under the Program. For example, this may happen at large retailers offering very diverse products or services, such as wholesale stores or online retailers, where the MCC used by the merchant may not reflect the type of some or all of the goods you have purchased. CIBC will not change, transfer or recategorize any eligible purchase you have made to a different Spend Category, or issue additional Adapta Points because a purchase is not categorized as you expected. For more information about the Spend Categories and the MCCs they include, please visit: [cibc.com/mcc](http://cibc.com/mcc).

15. Spend Categories and their corresponding MCCs are subject to change, without notice to you.

16. For any credits to your Credit Card Account (for returns or otherwise) related to an eligible purchase, we will deduct the Adapta Points earned for this purchase from your Adapta Account, including any bonus Adapta Points earned.

17. We are not required to credit your Adapta Account with the Adapta Points earned in respect of eligible purchases during a Monthly Statement period if your Credit Card Account is not open and in Good Standing at any time during a Monthly Statement period.

### **Redeeming Adapta Points**

18. Adapta Points may only be redeemed by the Primary Cardholder. Your Credit Card Account must be in Good Standing in order to redeem Adapta Points. Adapta Points may be redeemed on CIBC Online Banking and CIBC Mobile Banking, or any other method we make available to you from time to time. When you redeem Adapta Points, additional terms and conditions specified at the time of redemption may apply.

19. If it appears that you have sufficient Adapta Points at the time you request Adapta Points to be redeemed, but you in fact do not, you authorize CIBC to do any of the following, regardless of the reason for the deficiency:

- a) complete your redemption request, but only for the number of Adapta Points then available in your Adapta Account; or
- b) cancel the request.

20. Redemptions are non-refundable, non-reversible and non-transferable.

### Redemption toward card balance

21. You may redeem your Adapta Points toward payment of your outstanding credit card balance. You must have a minimum of 1,500 Adapta Points in your Adapta Account to redeem points toward your card balance.
22. Every 1,500 Adapta Points you redeem is equal to a \$10 CAD payment to your outstanding credit card balance.

### Redemption toward select CIBC financial products

23. You may redeem your Adapta Points to make payments or contributions toward eligible financial products you hold with CIBC. Specific terms and conditions based on the financial product you choose will apply, and will be specified at the time you redeem your Adapta Points. You must have a minimum of 1,200 Adapta Points in your Adapta Account to redeem points toward select CIBC financial products.
24. The eligibility of select CIBC financial products and the terms and conditions to complete the redemption are subject to change, without notice to you.
25. Every 1,200 Adapta Points you redeem is equal to a \$10 CAD payment or contribution toward a select CIBC financial product.

### Redemption toward a recent purchase

26. You may redeem your Adapta Points toward a recent purchase that was authorized, but that has not yet been posted to your Credit Card Account. You must have a minimum of 1,500 Adapta Points in your Adapta Account to redeem points toward a recent purchase.
27. Every 1,500 Adapta Points you redeem is equal to a \$10 CAD payment to your outstanding credit card balance.
28. Redeeming your Adapta Points toward a recent purchase will be treated as a payment to your Credit Card Account, and not as a credit.

### More About Adapta Points

29. If your Adapta Account is credited in error or is otherwise credited with Adapta Points that were not properly earned for any reason, we are entitled to remove such Adapta Points from the Adapta Account without notice and at any time. CIBC may also reverse any redemption completed in whole or in part with Adapta Points that were credited in error or that were not otherwise properly earned.
30. You are responsible for reviewing the information about your Adapta Account shown on each Monthly Statement. You must notify us in writing of any errors, omissions, or objections in respect of the Adapta Points shown (or not appearing) within six months from the date of the Monthly Statement on which the Adapta Points appear (or should have appeared). If you do not, we are entitled to treat this information as correct, except for improper credits.
31. We have the right to make any other adjustments to your Adapta Account in accordance with your Credit Card Agreement.
32. Your accumulation of Adapta Points does not entitle you to any vested rights. Adapta Points have no monetary value and, other than in connection with one of the redemption options available under the Program, cannot be exchanged for cash or credit against your Credit Card Account balance, except as provided under these Adapta Program Terms. Adapta Points cannot form the basis of a monetary claim against us.
33. Adapta Points are not transferable, including with respect to any other Adapta Account, and cannot be assigned or divided in the event of separation, divorce, bankruptcy or otherwise unless we consent. Adapta Points cannot be attached, pledged or hypothecated in any way.

34. We reserve the right to disqualify any Cardholder from participation in this Program at any time including in the event of fraud, abuse of program privileges, or violation of the Adapta Program Terms or other improper conduct, as determined in our sole discretion. Such disqualification may result in the loss or adjustment of any accumulated Adapta Points.

### **Death of Primary Cardholder, Credit Card Account Closure and Program Termination**

35. In the event of the Primary Cardholder's death where his or her spouse or common-law or civil union partner is an Authorized User of the same Credit Card Account, and such spouse or partner applies and is approved as the replacement Primary Cardholder within 12 months after CIBC is made aware of the primary Cardholder's death, all Adapta Points will remain in the Adapta Account. Otherwise, the Adapta Account will be closed and the Adapta Points in it will be redeemed toward the card balance if all conditions applicable to this redemption option are met.
36. If a Primary Cardholder closes their Credit Card Account or declines to renew their Card, all Adapta Points in the Adapta Account must be redeemed within 60 days after the Credit Card Account is closed. If your Credit Card Account is closed because your Card(s) are being converted by the Primary Cardholder into another type of CIBC credit card, all Adapta Points must be redeemed within 60 days unless you are otherwise advised by us. Adapta Points that are not redeemed within 60 days will be forfeited without compensation.
37. If CIBC closes your Credit Card Account or cancels any Card related to it because the Credit Card Account is not in Good Standing or for any other reason permitted under the Cardholder Agreement, the associated Adapta Account is automatically closed and all Adapta Points are forfeited immediately.
38. If the entire Program is to be terminated, we will send 60 days prior notice to the Primary Cardholder, which may be included with or on a Monthly Statement. Any notice will also be notice to any Authorized Users and Cardholders. The notice will provide details on the redemption and expiry of Adapta Points not redeemed before termination of the Adapta Program.
39. If your Credit Card Account is closed for any reason or if the Program is cancelled, and if there are not enough Adapta Points in the Adapta Account to redeem these points under one of the available redemption options under the Program, all Adapta Points will then be forfeited without compensation.

### **More About the Program**

40. CIBC and their agents are not liable or responsible for any loss, injury, death, cost, damage, liability or expense you or your family members or guests may suffer or incur, and you release and discharge CIBC and their agents from any claims, demands, causes of action and actions which may arise, in connection with any:
- a) error or omission on the Website or other sources of information about the Program;
  - b) error or delay in crediting or debiting your Adapta Account and;
  - c) losses, fees or other charges which may be incurred in connection with any redemption of your Adapta Points.

This release binds your legal representatives, heirs, successors and assigns.

41. We may amend, suspend or terminate all or any part of the Program at any time and will notify you by sending the Primary Cardholder a notice (written or electronic) or posting a notice on the Website, which will be effective when posted. If we make a change to these Adapta Program Terms that is non-material or to your benefit, we will notify you by posting a notice on the Website, where you can always locate the most up to date version. Any changes to these Adapta Program Terms or the Program may affect Adapta Points which you may have already accumulated and/or any future accumulations.
42. The following provisions only apply to Adapta Accounts where the Primary Cardholder is a Quebec resident: We will provide the Primary Cardholder with 60 days' notice of any change to an essential term of these Adapta Program Terms. The notice will include a comparison of the existing and new terms and the effective date of the change.

43. You are responsible for any tax liability and tax reporting obligations arising from your use of the Program.
44. These Adapta Program Terms will be governed by and interpreted in accordance with Canadian law. The courts in the Canadian province or territory in which the Primary Cardholder resides (or of Ontario, if they reside outside Canada) will have exclusive jurisdiction over any disputes arising in connection with Adapta Points and/or these Adapta Program Terms.
45. You have expressly requested that this agreement and any related documents be drawn up in English.  
*Vous avez expressément exigé que cette entente et tout document qui s'y rattache soient rédigés en anglais.*
46. Capitalized terms that are used and not defined in the Adapta Program Terms will have the following meanings:
- a) **Authorized User** has the meaning set out in your Credit Card Agreement.
  - b) **Adapta Account** means the Adapta Points account linked to the Primary Cardholder's Credit Card Account.
  - c) **Adapta Points** means points issued pursuant to the Program.
  - d) **Adapta Program Terms** means this list of terms and conditions that apply to the Program.
  - e) **Card** means a CIBC credit card that is included in the Program.
  - f) **Cardholder** has the meaning set out in your Credit Card Agreement.
  - g) **CIBC**, us or we means Canadian Imperial Bank of Commerce.
  - h) **Credit Card Agreement** means the cardholder agreement governing your Credit Card Account, as amended and replaced from time to time.
  - i) **Credit Card Account** has the meaning set out in your Credit Card Agreement.
  - j) **Good Standing** has the meaning set out in your Credit Card Agreement.
  - k) **Including** means "including, but not limited to".
  - l) **Monthly Statement** means the monthly statement sent to the Primary Cardholder with respect to the Credit Card Account.
  - m) **Primary Cardholder** has the meaning set out in your Credit Card Agreement.
  - n) **Program** means the Adapta Rewards Program.
  - o) **Spend Categories** means the categories of eligible purchases for which bonus Adapta Points may be earned under the Program, as determined by CIBC from time to time.
  - p) **Website** means the website operated CIBC and which is located at [cibc.com](http://cibc.com) or such other website address(es) that replace it.
  - q) **you** means a Primary Cardholder or Authorized User, as applicable.

<sup>TM</sup>Trademark of CIBC.

®The CIBC logo is a registered trademark of CIBC.