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\$100 Offer for CIBC Smart™ Start and CIBC Smart for Students

Terms and conditions

This offer is governed by Canadian law.

For the purposes of this Offer:

"you" and "your" mean any Eligible Client(s);

"we", "our" and "us" mean Canadian Imperial Bank of Commerce; and

"Terms" means these terms and conditions that govern this Offer.

1. Offer

The \$100 Offer for CIBC Smart Start and CIBC Smart for Students (the "Offer") begins on October 17, 2023, at 12:01 a.m. (ET). The Offer consists of a \$100 Cash Reward (the "Cash Reward") for opening and using a new CIBC Smart Account with Smart Start or Smart for Students benefits (the "Account"). The Offer is offered by Canadian Imperial Bank of Commerce ("CIBC").

2. Eligibility

This Offer is only open to residents of Canada and international students who meet the eligibility requirements for the Account, and from 2021 to the time of opening the Account, do not hold or have held a CIBC chequing account as a single or joint account holder, as determined by CIBC in its sole discretion. CIBC employees and retired employees are not eligible for the Offer. Individuals who meet the foregoing eligibility requirements and otherwise comply with these Terms, as determined by CIBC at its sole discretion, may be referred to as "**Eligible Client(s)**". For joint accounts, all accountholders must be Eligible Clients at the time of opening the Account. This Offer can be combined with the CIBC Student Refer-a-Friend Program. Unless otherwise indicated, this Offer cannot be combined with any other chequing account offer, reward or rebate.

3. Offer requirements

To qualify to receive a \$100 Cash Reward, you must complete the following:

Step 1: Open an Account.

For Accounts opened remotely and if required, you must finish opening your Account at a CIBC banking centre.

Step 2: Within two (2) months after the month that you open the Account, complete five (5) Eligible Visa* Debit purchases in any one calendar month:

For example, if you open your account any time within the calendar month of November 2023, you will have until January 31, 2024 to complete this step. In this example, you are required to perform at least five (5) **Eligible Visa Debit purchases** in any one of the following calendar months: November 2023, December 2023 or January 2024.

We reserve the right to determine if a transaction is considered an **Eligible Visa Debit purchases**. Your **Eligible Visa Debit purchases** must be posted to your Account that is linked to your CIBC Advantage Debit Card within the same calendar month. Delays by the merchant, such as shipping, could extend the date that your purchases post to your account.

Eligible Visa Debit purchases: Eligible Visa Debit purchases include purchases made with your CIBC Advantage Debit Card® from your Account online, in-app, by phone or by mail order at participating retailers that accept Visa Debit as well as in-store in the U.S. and internationally where Visa is accepted. An example of a Visa Debit purchase includes the online purchase of streaming services using a debit card as the payment method. Point of sale purchases made in Canada and "Cash-Like Transactions" are not considered to be an Eligible Visa Debit purchase; a "Cash-Like Transaction" refers to a transaction involving the purchase of items directly convertible into cash. Examples include casino gambling chips or credits, money orders, wire transfers, and travellers' cheques. We reserve the right to determine if a Visa debit purchase is an Eligible Visa Debit Purchase.

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Purchase date will be based on the date the transaction is posted to your Account. For more information, consult with a CIBC banking representative to determine whether any given Visa Debit transaction is eligible for the Offer.

4. Offer limits

Limit of one (1) Cash Reward of \$100 per Account per Eligible Client. If we discover that any person has attempted to use multiple names, identities and / or any other information to exceed these limits, then those individual(s) may be disqualified from the Offer (as determined by us at our sole discretion).

5. Offer fulfillment and conditions

If you qualify to receive the Cash Reward, it will be credited directly to the Account within seven (7) months after the month that you have opened your Account.

If multiple Accounts are opened on the same day, CIBC reserves the right in its sole and absolute discretion to credit the Cash Reward to any Account. No Cash Reward substitutions will be permitted.

If you do not receive the Cash Reward, you have until nine (9) months from the time the Account was opened to tell us that the Cash Reward was not received. If you do not tell us by this time, you will be deemed to have forfeited your right to the Cash Reward and to have not qualified for the Offer.

The Account must remain open, active, unconverted and in good standing for at least one (1) year after the month that the Account was opened. If you violate any of these conditions, we reserve the right to disqualify you from receiving the Cash Reward or if the Cash Reward has been paid, we reserve the right to withdraw from your Account or any of your accounts with CIBC the value of the Cash Reward even if this places you into overdraft.

6. General terms and conditions

This Offer is subject to all applicable federal, provincial and municipal laws. The decisions we make 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.

We reserve the right, in our sole and absolute discretion, to end, cancel, change or suspend this Offer, or to change these Terms, at any time, for any reason, without notice. We reserve the right, in our sole and absolute discretion, to disqualify any person we find or believe (using any evidence or other information made available to or otherwise discovered by us) to be manipulating or otherwise abusing the process, fairness, integrity or operation of the Offer. Please monitor <u>cibc.com</u> 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, including Eligible Clients, expressly consents to us, our 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 the terms of CIBC's Personal Account Agreement and CIBC's privacy policy (available at: <u>cibc.com/privacy</u>). Clients may unsubscribe from receiving marketing related email by clicking on the "Unsubscribe" button within the email.

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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