



MAY 1-AUGUST 31, 2018 CIBC SMART™ ACCOUNT SPECIAL OFFER TERMS AND CONDITIONS
THIS OFFER IS OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW

1. OFFER PERIOD:

What follows are the terms and conditions (the “**Terms**”) for the *CIBC Smart™ Account Special Offer* (the “**Offer**”). The offer period begins on May 1, 2018 at 12:01 a.m. (ET) and ends on August 31, 2018 at 11:59 p.m. (ET) (the “**Offer Period**”). The Offer consists of a \$300 cash reward (the “**Cash Reward**”) for opening and using a new CIBC Smart Account. The Offer is offered by Canadian Imperial Bank of Commerce (“**CIBC**”).

2. ELIGIBILITY:

This Offer is only open to residents of Canada who: (i) have reached the age of majority; and; (ii) at the beginning of the Offer Period, were 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) have not previously received or benefited from a CIBC chequing account cash or other promotional offer from 2015 to present time, 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, reward or rebate. However, individuals who open a CIBC Smart Account (the “**Eligible Chequing Account**”) who qualify for the CIBC Homeowner® Banking Bundle or the CIBC Smart Account fee waiver 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, may be referred to as “**Eligible Clients**”.

3. OFFER REQUIREMENTS:

In order to qualify for the Offer and receive the Cash Reward, an Eligible Client must complete the steps below:

Step 1: The Eligible Client must open the Eligible Chequing Account during the Offer Period. The Eligible Chequing Account must be opened either:

- (a) at a CIBC banking centre; OR
- (b) through Telephone Banking or online (through CIBC’s website at www.cibc.com/smart, CIBC Online Banking or CIBC Mobile Banking) between May 1 and August 25, 2018 (in which case the Eligible Client must provide their signature in a CIBC banking centre or by using the eDeposit process on their mobile device to complete the opening of the Eligible Chequing Account before the close of the Offer Period).

Step 2: The Eligible Client must provide a valid email address upon opening the Eligible Chequing Account.

Step 3: Within three (3) full calendar months following the end of the calendar month during which the Eligible Client opened his/her Eligible Chequing Account the Eligible Client must set up and complete within the Eligible Chequing Account:

- (i) at least one (1) eligible recurring direct deposit (see Eligible Recurring Transactions below for eligibility details) which will be 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) which will be withdrawn from the Eligible Chequing Account within the same calendar month.

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 (EI) and provincial parental insurance plan (PPIP). Examples of common recurring pre-authorized debits are pre-authorized bill payments and loan or mortgage payments with pre-authorized instructions to pay a mortgage, loan, credit card and/or other provider directly from a CIBC Smart Account. Recurring pre-authorized fund transfers initiated from the Eligible Client (i.e., by using telephone banking, ATM 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 a CIBC 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) \$300 Cash Reward 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 Cash Reward, such Cash Reward will be directly credited to his/her Eligible Chequing Account (which must remain open and active) within twelve to sixteen (12-16) weeks of completing the applicable requirements as provided herein. The Cash Reward must be accepted as awarded and is not transferable or assignable. The Cash Reward is subject to the **Cash Reward Condition** set out below. No Cash Reward substitutions will be permitted.

6. 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, Eligible Clients are agreeing to be legally bound by these Terms.

CIBC, 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 entrant'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. Eligible Chequing Accounts are referred to as **“Chequing Accounts”**. The Cash Reward is subject to the condition (the **“Reward 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 Account was opened. Failing this, such Eligible Client (a **“Disqualified Reward Client”**) will not qualify for the Cash Reward. If the Cash Reward has already been provided to a Disqualified Reward Client, CIBC reserves the right, in its sole and absolute discretion, to charge the client's Chequing Account for, or send an invoice to the Disqualified Reward Client for, \$300 CAD. Please monitor www.cibc.com/smart 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 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 the terms of CIBC's Personal Account Agreement and CIBC's privacy policy (available at: www.cibc.com/privacy). Participants, including Eligible Clients, who do not wish to provide their email address will not be eligible for the Offer, but will still be able to open a CIBC Smart Account. Eligible Clients who have received the Offer 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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