



Amazon.ca Gift Card Digital Offer for CIBC Smart™ and CIBC Smart Plus Accounts

Terms and conditions

This offer is governed by Canadian law.

For the purposes of this Offer:

“you”, “your” and “he/she” 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 period

The *Amazon.ca Gift Card Digital Offer for CIBC Smart and CIBC Smart Plus Accounts* (the “Offer”) begins on December 1, 2020 at 12:01 a.m. (ET) and ends on February 4, 2021 at 11:59 p.m. (ET) (the “Offer Period”). The Offer consists of an Amazon.ca Gift Card code worth \$100.00 CAD (the “Reward”) for opening and using a new CIBC Smart™ Account or CIBC Smart™ Plus Account (the “Account”) through CIBC Online Banking or CIBC Mobile Banking® App. This Offer is made 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) from 2015 to the time of opening the Account, 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. CIBC employees and retired employees are not eligible for the Offer. This Offer can be combined with the CIBC Smart Account 12-Month Fee Rebate Offer or the CIBC Smart Plus Account Fee Rebate. Unless otherwise indicated, this Offer cannot be combined with any other chequing account offer, rebate or reward. 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 to qualify for the Offer.

3. Offer requirements

In order to qualify for the Offer and receive a Reward, you must complete the steps below:

Step 1: Open the Account online through CIBC’s website at cibc.com, CIBC Online Banking or using the CIBC Mobile Banking® App on your mobile device during the Offer Period.

Step 2: Provide a valid email address for any one of the accountholders at the time of opening the Account if one has not already been provided. The email address must remain on file and valid for at least one (1) year.

Step 3: Within two (2) months after you open the Account, complete at least two (2) of the following three (3) Qualifying Actions within the Account.

A “Qualifying Action” is:

- i) at least one (1) recurring direct deposit from your employer, the government or your pension into the Account. The direct deposit must recur either weekly, biweekly, monthly or twice per month for at least two (2) consecutive months;
- ii) at least two (2) different recurring pre-authorized debits withdrawn from the Account within the same calendar month, such as a pre-authorized bill payment to a service provider (i.e. utility bill, gym membership) or pre-authorized payment to a CIBC mortgage or loan. The pre-authorized debit must recur either weekly, biweekly, monthly or twice per month for at least two (2) consecutive months; OR

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- iii) at least two (2) bill payments to a service provider through CIBC Online Banking or the CIBC Mobile Banking App (of at least \$50 each) from the Account within the same calendar month. A payment from your Account to a CIBC credit card or personal line of credit does not qualify as a bill payment.

We reserve the right to determine if a transaction is considered a Qualifying Action.

4. Offer limits

Limit of one (1) Reward per Eligible Client is available per Account. For joint accounts, only one (1) Reward is available per Account. If we discover 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 us at our sole discretion).

5. Offer fulfillment and conditions

If you qualify to receive the Reward, it will be emailed to you within six (6) months after you opened your Account. We will send the Reward to the email address provided by you. It is your responsibility to keep your email address current with us. In cases where an Account is jointly held and has more than one email address associated to the Account, we will determine, at our sole discretion, which of the email addresses will be used to deliver this Offer. The Reward must be accepted as provided and is not transferable or assignable. We are not responsible for the activation of the Reward. No Reward substitutions will be permitted.

If you do not receive the Reward, you have until September 30, 2021 to inform us that the Reward was not received. Should you fail to notify us of your non-receipt of the Reward by this date, you will be deemed to have forfeited your right to the Reward and to have not qualified for the Offer.

The Account must remain open and in good standing at least until December 31, 2021. If you receive the Reward and then downgrade, convert or close your Account at any time before December 31, 2021, we reserve the right to debit your Account or any of your accounts with CIBC for the value of the Reward even if this places you into overdraft. If your Account is closed and you do not have any other account with us at that time, we may send you an invoice for the value of the Reward, which you agree to pay within 30 days of its postmark date.

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 reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Offer, or to amend these Terms, at any time, for any reason without notice. 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. Rewards are subject to availability. CIBC reserves the right, in its sole and absolute discretion, to substitute the Reward for an award of equivalent value. Please monitor cibc.com/chequingamazonoffer 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: 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.

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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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