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\$400 Offer for CIBC Smart[™] Account and CIBC Smart Plus Account

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 period

The \$400 Offer for the CIBC Smart[™] Account and CIBC Smart Plus Account (the "**Offer**") begins on April 30, 2022 at 12:01 a.m. (ET) and ends on January 31, 2023 at 9:00 p.m. (ET) (the "**Offer Period**"). The Offer consists of up to a \$400 Cash Reward (the "**Cash Reward**") for opening and using a new CIBC Smart[™] Account or CIBC Smart[™] Plus Account (each an "**Account**"). This Offer is made by Canadian Imperial Bank of Commerce ("**CIBC**").

2. Eligibility

This Offer is only open to residents of Canada who: (i) are age 25 and older for clients opening a CIBC Smart Account or have reached the age of majority for clients opening a CIBC Smart Plus Account; and (ii) from 2019 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 Fee Rebate Welcome Offer or the CIBC Smart Plus Account Fee Rebate. Unless otherwise indicated, this Offer cannot be combined with any other chequing account offer, rebate, reward, or the CIBC Smart Start or CIBC Smart for Students benefit on the CIBC Smart Account. 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.

3. Offer requirements

To qualify to receive a \$350 Cash Reward, you must complete the steps below:

Step 1: Open an Account during the Offer Period.

For Accounts opened through Telephone Banking, we may ask you to visit a CIBC banking centre to provide your signature to finish opening the Account, in which case you must do this within 7 days of opening your Account and before the end of 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 the month that you open the Account, set up and complete the following transactions within the Account (each a **"Qualifying Action"**):

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.;

and

- ii) at least one (1) of the following three (3) Qualifying Actions from the Account:
 - a. two (2) different **recurring pre-authorized debits** withdrawn within the same calendar month. The preauthorized debit must recur either weekly, biweekly, monthly or twice per month. Examples include: a preauthorized bill payment to a service provider (i.e. utility bill, gym membership) or pre-authorized payment to a CIBC mortgage or loan); or

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- b. two (2) eligible **Visa Debit purchases** within the same calendar month (see Eligible Visa Debit Purchases below for eligibility details); or
- c. two (2) **online bill payments** to a service provider through CIBC Online Banking or the CIBC Mobile Banking App (of at least \$50 each) 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.

Your recurring direct deposit and recurring pre-authorized debits must remain in place for at least one (1) year from after the month that the Account was opened (see paragraph 5 for consequences if recurring Qualifying Actions are canceled). We reserve the right to determine if a transaction is considered a Qualifying Action.

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. 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.

To qualify to receive an extra \$50 Cash Reward (for the total of a \$400 Cash Reward), you must:

Step 1: Complete all steps required to receive the \$350 Cash Reward; and

Step 2: Within two (2) months after the month that the Account is opened, transfer a total of at least \$200 from your Account to your eAdvantage[®] Savings Account (eSA). The eSA can be new or existing and must be held by at least one Eligible Client.

4. Offer limits

Limit of one (1) Cash Reward of up to \$400 is available per Eligible Client. For joint accounts, only one (1) Cash Reward of up to \$400 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 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 in its sole and absolute discretion. If the Account is opened on the same day as another CIBC chequing account, CIBC reserves the right to choose which offer to provide and to which account if the offers cannot otherwise be combined. The Cash Reward must be accepted as provided and is not transferable or assignable. No Cash Reward substitutions will be permitted.

If you do not receive the Cash Reward, you have until nine (9) months after the month that 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. All Eligible Clients must remain Eligible Clients for at least one (1) year after the month that the Account was opened. If you downgrade, convert or close your Account or cancel any recurring Qualifying Actions at any time before one (1) year after the month that the Account was opened, 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. 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 Cash Reward, which you agree to pay within 30 days of its postmark date.

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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>). 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 or Smart Plus 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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