



## \$350 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**”, “**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

The *\$350 Offer for the CIBC Smart Account and CIBC Smart Plus Account* (the “**Offer**”) begins on January 6, 2022 at 12:01 a.m. (ET). The Offer consists of a \$350 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) 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

To qualify for the Offer and receive a Cash Reward, you must complete the steps below:

#### Step 1: Open an Account.

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 30 days of opening your Account.

**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;
- 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; OR
- 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.

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**Step 4:** If you choose to complete (i) or (ii) as your Qualifying Actions, these transactions must be completed for at least one more consecutive month.

### 4. Offer limits

Limit of one (1) Cash Reward is available per Eligible Client. For joint accounts, only one (1) Cash 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 Cash Reward, it will be credited directly to the Account within seven (7) months after you have opened your Account.

If multiple Accounts are opened on the same day, CIBC reserves the right to credit the Cash Reward to any Account in its sole and absolute discretion. 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 8 months after the Account was opened to tell us that the Cash Reward was not received. If you do not tell us by this date, 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 end of the month during which the Account was opened. If you receive the Cash Reward and then downgrade, convert or close your Account at any time before one (1) year after the end of the month during which the Account was opened, 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.

### 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 [cibc.com](http://cibc.com) 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: [cibc.com/privacy](http://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 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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