



Disney+ 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

This Offer is made by Canadian Imperial Bank of Commerce (“**CIBC**”). The *Disney+ Offer for CIBC Smart Account and CIBC Smart Plus Account* (the “**Offer**”) begins on August 15, 2023, at 12:01 a.m. (ET) and ends on October 16, 2023 at 11:59 p.m. (ET) (the “**Offer Period**”). The Offer is a rebate of the monthly subscription fee (plus taxes, where applicable) for the Disney+ streaming service for up to six (6) consecutive months (the “**Reward**”). As of August 15, 2023, the Disney+ streaming service monthly subscription fee is \$11.99 CAD (plus taxes, where applicable) and is subject to change at Disney+’s discretion and in accordance with the Disney+ Subscription Agreement. You must be the age of majority in your province or territory of residence to subscribe to Disney+.

2. Eligibility

This Offer is only open to residents of Canada who: (i) are at or above the age of majority in their jurisdiction of residence; (ii) open their first eligible **CIBC Smart Account** (including those accounts with **CIBC Smart Start** or **CIBC Smart for Students**) or a **CIBC Smart Plus Account** (each referred to as an “**Account**”); and (iii) 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 *\$350 Offer for CIBC Smart Account and CIBC Smart Plus Account*, the *\$125 Offer for CIBC Smart Start and CIBC Smart for Students* and 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 at the time of opening the Account.

Eligible Clients may be either a new subscriber to Disney+ or an existing Disney+ subscriber. Note that if you have an existing Disney+ subscription(s), each subscription will run concurrently and you will be charged for each, unless you manage your existing subscription(s) to avoid duplicate subscriptions and fees. Please refer to the [Disney+ Help Centre](#) for more information.

3. Offer requirements

To qualify to receive the Reward, you must complete the steps below:

Step 1: Open an Account.

For Accounts opened remotely, 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.

Step 2: Provide a valid email address for any one of the accountholders at the time you open the Account. If we don’t have a valid email address on file, you will be disqualified from the Offer.

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Step 3:

Within one (1) month after the month that you open the Account, sign up for a **monthly subscription** of the Disney+ streaming service and set up monthly payments from your Account. You must use the CIBC Advantage Debit Card® associated with your Account to make the payments. Simply register your new CIBC Advantage Debit Card number in the credit card billing section online at www.disneyplus.com when you subscribe.

You must agree to the Disney+ Subscriber Agreement (available at <https://www.disneyplus.com/legal/subscriber-agreement>) in order to subscribe to Disney+.

In order to receive the Reward for each month up to six months (the “**Reward Period**”) you must maintain your Disney+ subscription and make payments each month consecutively. If you decide to stop your subscription, you will not receive the Reward. At the end of the Reward Period, your Disney+ subscription will automatically renew at the then current monthly subscription fee (plus taxes, where applicable), unless you cancel your subscription earlier.

The Disney+ monthly subscription purchase must be made directly on www.disneyplus.com. Subscription purchases made through mobile apps, third party providers or platforms and transactions made with third party payment processors (e.g., PayPal) are excluded from this offer. Transactions must be made in Canadian dollars in order to be eligible.

4. Offer limits

Limit of one (1) Reward is available per Eligible Client. For joint accounts, only one (1) Reward is available per Account. The Reward will only be applied once per Eligible Client even if you may be using CIBC Advantage Debit Card to pay for another or multiple Disney+ subscriptions. 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 Reward, the monthly subscription fee plus taxes for Disney+ (currently, an amount of \$11.99 CAD plus taxes) (as it appears in a single transaction on your statement) will be credited directly to the Account within thirty (30) days after the month in which the payment is made using your CIBC Advantage Debit Card, for up to a maximum of six (6) consecutive monthly payments.

If multiple qualifying Accounts are opened on the same day, CIBC reserves the right to credit the Reward to any Account in its sole and absolute discretion. The Reward must be accepted as provided and is not transferable or assignable. No Reward substitutions will be permitted.

If you do not receive the Reward, you have until nine (9) months after the month that the Account was opened to tell us that the Reward was not received. If you do not tell us by this time, 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, active and in good standing for at least one (1) year after the month that the Account was opened. If you change your Account to another one or close it, we reserve the right to disqualify you from receiving the Reward or if the Reward has been paid, we reserve the right to withdraw the Reward amount from your Account.

This Offer and use of the Disney+ streaming service are subject to the terms and conditions set out here, the Disney+ Subscriber Agreement (available at <https://www.disneyplus.com/legal/subscriber-agreement>) which is an agreement between you and Disney+ that may be amended from time to time, as well as The Walt Disney Company Privacy Policy (available at <https://disneyplus.com/legal/privacy-policy>). We encourage you to read these terms.

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. CIBC is not responsible for any disputes or inquiries related to Disney+ subscription services.

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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 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). 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 (including those with additional account benefits, as applicable) or a CIBC 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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