



CIBC AC Conversion Visa Card Contest

Official rules

1. Contest Period

The CIBC AC Conversion Visa Card Contest (the “**Contest**”) is open from 12:00:01 a.m. Eastern Time (“**ET**”) June 1, 2023 to August 31, 2023 at 11:59:59 p.m. ET (the “**Contest Period**”). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules. Entrants further agree to abide by and be bound by all decisions of Canadian Imperial Bank of Commerce (“**CIBC**”, or the “**Sponsor**”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

2. Eligibility

The Contest is open to legal residents of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence and are existing CIBC AC Conversion Visa Card (“**Card**”) holders or apply for a no-fee Card. You must be a Cardholder in good standing both as of the date of entry and at the time of prize fulfillment.

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor involved in the Contest administration and its parents, subsidiaries, affiliates, advertising and promotion agencies (collectively, the “**Promotion Entities**”), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

3. How to Enter

NO PURCHASE NECESSARY. During the Contest Period, to obtain one (1) automatic entry use your card to load \$250 CAN foreign currency (“FGN Currency”) to your card online or on the mobile app. Every \$250 CAD load will amount to one (1) automatic entry.

To receive one (1) entry without loading FGN Currency, send an email to Mailbox.ACconversion@cibc.com with your name, last name, address, Card number together with an original handwritten essay of at least 500 words on the topic “Why Air Canada Conversion is the Best Prepaid Card in Canada.”

Limit: No limit.

To opt out of automatic entry, contact Mailbox.ACconversion@cibc.com with full name, phone number, postal code, email address and Card number. By opting out of use of your personal information in connection with this Contest, you waive your chances of winning any prize.

4. Prizes

There are four (4) prizes available to be won: one (1) Grand Prize consisting of two (2) Air Canada economy class roundtrip airfare tickets to be used for travel to one North American destination on an Air Canada, Air Canada Express or Air Canada Rouge scheduled flight, with both passengers departing from the same airport, with all travel to be completed by May 31, 2024 (approximate retail value CAN\$400 to \$1000 depending on departure and arrival locations) and three (3) Secondary Prizes, each consisting of \$150 cash back loaded onto the winner’s Card.

Prizes must be accepted as awarded and may not be substituted, transferred or otherwise, except at Sponsor’s sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Any other costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners.

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5. Winner Selection

On **September 29th 2023**, Sponsor will select one (1) potential Grand Prize winner and three (3) potential Secondary Prize winners by random draw from among all eligible entries received during the Contest Period. Odds of winning depend on the number of eligible entries received.

6. Prize Claim Conditions

Selected members will be notified by telephone or email at the telephone number or email associated with the card or provided in the entry, as applicable. In order to be awarded the prize, selected entrants must: (i) respond to notification of selection within seven (7) business days of first attempt by CIBC; (ii) correctly answer a time-limited mathematical skill-testing question without assistance of any kind to be administered by telephone at a mutually convenient time (iii) sign and return to CIBC, within the time period required a written declaration and release form, releasing Sponsor and Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding of a prize (the **"Release"**); and, (iv) otherwise comply with these Official Rules.

Return of any notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within seven (7) business days of first attempt by CIBC or CIBC's agent, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the prize and, at CIBC's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

7. Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

8. Limitation of Liability and Releases

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE SPONSOR AND PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM THE CONTEST, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT SPONSOR AND PROMOTION ENTITIES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

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Without limiting the foregoing, the Sponsor and the Promotion Entities, and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any messages to be received by Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (h) technical, pictorial, typographical or editorial errors or omissions contained herein.

9. Protection Of Personal Information and Publicity Release

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <https://www.cibc.com/ca/legal/privacy-policy.html>

10. General Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). By participating in the Contest, each entrant agrees that the Promotion Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial, territorial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of the person who submitted an entry, the authorized account holder of the Card listed on the account will be deemed to be the entrant. The **"authorized account holder"** is the natural person assigned a CIBC credit card by CIBC at the time of entry, or a natural person for whom a foreign exchange transaction was completed by CIBC at the time of entry. Any potential winner may be required to show proof of being the authorized account holder.