

## CIBC Lunar New Year Gift of Gold Contest

### OFFICIAL RULES

#### 1. Contest Period

The 'Lunar New Year Gift of Gold Contest' (the "**Contest**") begins at 12:00:01 a.m. Eastern Time ("**ET**") on February 1, 2018 and ends at 11:59:59 p.m. on February 28, 2018 (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 as of the date of entry.

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, any Contest judges, and each of their respective 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.** To receive one (1) automatic entry in the Contest, CIBC customers may log in to their CIBC Online Banking or CIBC Mobile Banking App, or visit any participating CIBC banking centre in Canada (excluding Quebec), and complete at least one (1) Global Money Transfer of any amount any day of the Contest Period to a friend or family member located in China. For the purposes of these Official Rules, "day" means: 12:00:01 a.m. to 11:59:59 p.m.

If an entrant does not want to be automatically entered into the Contest, send an email to GMTContestUnsub@cibc.com with "NO ENTRY" as the subject, and your full name and mailing address in the body of the email, and Sponsor will remove any entry from this Contest you were otherwise eligible to receive.

To obtain one (1) entry without completing a Global Money Transfer, during the Contest Period, send a 50-100 word essay on "How you celebrate the Lunar Year" and type your first name, last name, phone number, age, province and mailing address and email the information to: GMTContest@cibc.com. Email entries that are automatically reproduced or made in any fashion other than as specified herein are void. You may enter one (1) no purchase entry per day of the Contest Period, but each essay must be created for the purposes of the Contest, unique and original to the entrant submitting the essay and not mechanically reproduced.

**Limit:** one (1) entry per person per day regardless of the number of Global Money Transfer transactions that day and method of entry.

#### **4. Prize**

There are (28) prizes available to be won. One (1) for each day of the Contest Period. The prize consists of: one (1) 18-karat Year of the Dog gold coin. Approximate retail value of each prize is \$680 CAD.

Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. 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. Prize will be delivered to verified winners only. Sponsor will not replace any lost or stolen prize. Any other costs or expenses associated with the prize will be winner's sole responsibility. Selected entrant will be required to sign and return a Release (as defined below).

#### **5. Winner Selection**

A random draw will be conducted each day of the Contest Period from among all eligible entries received that day for the purpose of selecting one (1) potential winner (subject to satisfying the prize claim conditions below). Odds of being selected depend on the number of eligible entries received each day of the Contest Period.

#### **6. Selected Entrant Verification and Prize Claim Conditions**

Selected entrants will be notified by telephone or email at the telephone number or email address provided at the time of entry or associated with the CIBC account of the selected entrant. In order to be declared a winner, selected entrant must: (i) respond to notification of selection within five (5) business days of first attempt by Sponsor; (ii) correctly answer a time-limited mathematical skill-testing question to be administered by telephone at a mutually convenient time; (iii) sign and return to Sponsor, within three (3) business days of it being sent by Sponsor, a written declaration and release form, releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**"); and, (iv) otherwise comply with these Official Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within five (5) business days of first attempt by Sponsor or Sponsor'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 Sponsor'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 tampering, unauthorized intervention, fraud, 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 and 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 prize 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 SPONSOR, CONTEST JUDGES AND THE 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, CONTEST JUDGES 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.

Without limiting the foregoing, Sponsor, Contest judges 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 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 e-mail to be received by or from the Contest judges or 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. Your decision whether or not to receive such communications will not affect your chances of winning. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <https://www.cibc.com/ca/legal/privacy-policy.html>.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Promotion Entities from any liability with respect thereto.

## **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). Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass 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 and/or any independent Contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial 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. The 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 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 any entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.