CIBC and JOURNIE Rewards Program Terms and Conditions

ACCEPTANCE OF TERMS

- Acknowledgement and Acceptance: By linking your CIBC Card to a JOURNIE Rewards card, you acknowledge that you have received, read, understood and agree to all of the Terms. The Terms take effect at the time you click the check box during the linking process, in the Province or Territory in which you live. Please download or save a copy for your files. A copy of the Terms will also be available on cibc.com/journie.
- 2. Terms Applicable to All Participating CIBC Clients: The Terms apply to all Participating CIBC Clients. It is the responsibility of a Participating CIBC Client who links a CIBC Card to a JOURNIE Rewards card to ensure that any authorized user of a Linked CIBC Card or JOURNIE Rewards cardholder receives a copy of the Terms as well as any notices that affect the use of the Program.
- 3. Most Current Terms: Notwithstanding any other section of the Terms, the posting of the current version of the Terms at.cibc.com/journie is deemed notice to you of the Terms, where notice is required or permitted to be given hereunder. The Terms replace all prior terms and conditions with respect to the Program. The Terms are subject to change by us without notice to you.
- 4. Terms are in Addition to Existing Agreements: The Terms apply to the Program and are in addition to the terms and conditions of any CIBC Agreements as well as the JOURNIE Rewards Terms and Conditions. If there is a conflict between (i) the Terms and (ii) the CIBC Agreements or the JOURNIE Rewards Terms and Conditions, the Terms will prevail to the extent necessary to resolve the conflict.
- 5. CIBC Mobile Banking[®] App or CIBC Online Banking[®] Required: You must be enrolled in the CIBC Mobile Banking App or CIBC Online Banking in order to link your CIBC Card to a JOURNIE Rewards card and participate in the Program.
- 6. Liability for Linking Correct JOURNIE Rewards card: You are responsible for entering the correct JOURNIE Rewards number when linking your CIBC Cards. Neither CIBC, nor Parkland, will be responsible for any linking error on your part.
- 7. No Additional Cost: Except for (i) the fees, taxes and other charges provided for in your CIBC Agreements; and (ii) the purchases you make using your CIBC Card, your participation in the Program is provided to you at no additional cost.

THE PROGRAM

- 8. 3¢ Fuel Savings: Each time you use your Linked CIBC Card to purchase any grade of gasoline or diesel, at any Parkland Location, you will save three cents (\$0.03) per litre at the time of the transaction. The maximum amount of fuel eligible for the three cents (\$0.03) per litre discount is 100 litres per transaction. A valid JOURNIE Rewards card must also be presented at the time of the transaction to receive the discount.
- 9. Future Offers: CIBC and Parkland may make additional or different offers as part of the Program from time to time.
- 10. No Retroactive Effect: This offer cannot be applied retroactively to previous purchases.
- 11. Changes to or Termination of Program: The Program may be suspended, changed, cancelled or withdrawn at any time without notice to you where permitted by

applicable law, and without compensation, including no rights of redemption or compensation upon termination.

- 12. We May Cancel Your Participation: Either CIBC or Parkland may, at its discretion without prior notice and without compensation, suspend or cancel your participation in the Program, which includes cancellation of any accrued points without compensation and no rights of redemption, including if and when you are or become ineligible for the Program, upon death or if either of us suspects activity inconsistent with the terms of the Program, including abuse of Program privileges or falsification of any information or possible fraudulent activity. To benefit from the Program, your CIBC Card account must be in Good Standing at the time of each transaction.
- 13. System Errors: CIBC and Parkland reserve the right to make any adjustments and correct any errors pertaining to your fuel savings, at any time and for any reason. If you do not receive the fuel savings in accordance with an offer you participated in, please notify JOURNIE Rewards Customer Service immediately, as applicable, at the contact details listed below. If you do not notify us of such error or omission within thirty (30) days from the date of the transaction, the savings won't be credited to you and CIBC and Parkland will be released from all claims that may be asserted by you in respect of such error or omission.
- 14. Two Business Days to Process Requests: We may require up to two (2) business days from the day you submit your request to link or add CIBC Cards to a JOURNIE Rewards card to process the request. Purchases made while requests are being processed may not qualify for any offer that is part of the Program. If you do not begin receiving the offer after that point, please notify us immediately at the contact details listed below. We will not be liable for any offers for which you may have been eligible before you notified CIBC or Parkland as applicable.
- 15. Third Party Mobile Payment Systems (Mobile Wallet): Once you've linked your CIBC Cards to your JOURNIE Rewards card, you will receive the fuel savings when you pay with a mobile wallet supported by CIBC. Please note that you are not able to redeem JOURNIE Rewards using a mobile wallet.

GENERAL & PRIVACY

- 16. You Must Link All CIBC Cards: When you participate in the Program, your CIBC Debit Card and all of your Personal Credit Cards will be linked to the same JOURNIE Rewards card. Any new CIBC Cards that you subsequently obtain will be automatically linked to the same JOURNIE Rewards card.
- 17. Parkland not an Agent of CIBC: Parkland does not act on behalf of CIBC. Parkland is solely responsible for (i) the services and benefits offered through the JOURNIE Rewards program; (ii) the administration of such program, including how you can earn and redeem JOURNIE Rewards or fuel savings on the price of gasoline or diesel; (iii) the JOURNIE Rewards Terms and Conditions; and (iv) compliance with privacy laws with respect to personal information collected, used and shared by Parkland.
- 18. CIBC not an Agent of Parkland: CIBC does not act on behalf of Parkland. CIBC is solely responsible for the CIBC Agreements.

- 19. Privacy: You consent to the collection, use and sharing of your personal information by CIBC as described in CIBC's privacy policy Your Privacy is Protected, which is available at any branch or www.cibc.com. Additionally, CIBC and Parkland, and their respective employees, agents and service providers, may collect, use and share your personal information from time to time for the purposes of enrolment and administration of your participation in Program and provision of the benefits, services, and rewards that you earn with the Program. CIBC may share with Parkland your CIBC Debit Card number and CIBC credit card number. Parkland may share with CIBC your JOURNIE Rewards card number. CIBC and Parkland may communicate with you about your participation in, or promote and provide information about the benefits, services and rewards of, the Program. CIBC may analyze your personal information (including your credit and debit card transaction data) in order to determine if you are eligible for specific JOURNIE Rewards benefits and offers that may be of interest to you. CIBC will not share your transaction data with Parkland.
- 20. JOURNIE Rewards Cardholder May See Transaction Information: Please note that when your CIBC Card is linked to a JOURNIE Rewards card, the owner of the JOURNIE Rewards card will be able to see certain information related to transactions at Parkland Locations such as the date, purchase amount, and location of your purchases.
- 21. Contacting CIBC or Parkland: You may contact CIBC at any time by telephone at 1 800 465-2422 or 1 888 337-2422 (français). If you have any questions related to fuel savings or the JOURNIE Rewards Program, including delinking a CIBC Card from a JOURNIE Rewards card, please contact JOURNIE Rewards Customer Service by telephone at 1 833-JOURNIE or 1 833 568-7643 or by email at <u>customercare@journie.ca</u> or <u>serviceclients@journie.ca</u> (français). CIBC will contact you using the information it has on record for you.
- 22. No CIBC Rewards Redemptions in Parkland Channels: Please note that CIBC Rewards points cannot be used toward JOURNIE Rewards redemptions at Parkland Locations, online at.journie.ca, in the JOURNIE Rewards app, or through Parkland's customer service.
- 23. No JOURNIE Rewards Redemptions at CIBC: Please note that JOURNIE Rewards cannot be used as a credit against an outstanding balance on a CIBC Card.
- 24. Capitalized terms used but not defined in the Terms have the meanings set out in the CIBC Agreements.

DEFINITIONS

- 25. "Bank Account" means a CIBC bank account in good standing that is set up to pay for goods and services using a CIBC Debit Card at a store or merchant that has point of sale or other designated debit card terminals.
- 26. "CIBC" means Canadian Imperial Bank of Commerce and its affiliates.
- 27. "CIBC Agreements" means any other agreement, besides the Terms, between you and CIBC that governs the use of your CIBC Card or Bank Account, as amended from time to time.
- 28. "CIBC Card" means each of CIBC Debit Card or Personal Credit Card.
- 29. "CIBC Debit Card" means a CIBC debit card tied to a Bank Account.

- 30. "JOURNIE Rewards card" means an account offered and maintained by Parkland as part of the JOURNIE Rewards loyalty program for the purpose of crediting JOURNIE Rewards.
- 31. "Linked CIBC Card" means a CIBC Card linked to a JOURNIE Rewards card.
- 32. "Parkland" means Parkland Fuel Corporation and its affiliates.
- 33. "Parkland Location" means participating retail Chevron, Pioneer or Ultramar branded gas stations in Canada, including convenience stores attached to such gas stations, and/or the businesses of third party vendors authorized by Parkland for the distribution and/or redemption of JOURNIE Rewards points, as determined by Parkland. For clarity, "Parkland Location" excludes any other business attached to, or sharing the premises with, a Parkland Location.
- 34. "Participating CIBC Client" or "you" means any (i) primary cardholder or co-applicant who links all of their Personal Credit Card(s) to a JOURNIE Rewards card; (ii) authorized user who has their Personal Credit Card linked to a JOURNIE Rewards card by either the primary cardholder on the same credit card account; or (iii) sole or joint Bank Account holder who links their CIBC Debit Card to a JOURNIE Rewards card.
- 35. "Personal Client" means a client of CIBC who owns a Personal Credit Card or a personal Bank Account.
- 36. "Personal Credit Card" means a CIBC Aventura® Visa* Infinite* Card, CIBC Aventura® Gold Visa* Card, CIBC Aventura® Visa* Card, CIBC U.S. Dollar Aventura® Gold Visa* Card, CIBC Aeroplan® Visa Infinite Privilege* Card, CIBC Aeroplan® Visa Infinite* Card, CIBC Aeroplan® Visa* Card, CIBC Dividend® Visa Infinite* Card, CIBC Aeroplan® Visa* Card, CIBC Dividend® Visa Infinite* Card, CIBC Dividend Platinum® Visa* Card, CIBC Dividend® Visa* Card, CIBC Aventura® Visa* Card for Students, CIBC Aeroplan® Visa* Card for Students, CIBC Dividend® Visa* Card for Students, CIBC Aeroplan® Visa* Card for Students, CIBC Dividend® Visa* Card for Students, CIBC Aeroplan® Visa* Card for Students, CIBC Dividend® Visa* Card for Students, CIBC Dividend® Visa* Card, CIBC Dividend® Visa* Card for Students, CIBC Platinum Visa* Card or any other eligible personal credit card, as may be determined by CIBC in its sole discretion from time to time, in good standing at the time of each applicable transaction.
- 37. "Program" means the joint promotions offered by CIBC and Parkland to Participating CIBC Clients.
- 38. "Terms" means these Linked Loyalty Program Terms and Conditions.
- 39. "We" or "us" means CIBC and Parkland.
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