



**CIBC SMART™ ACCOUNT DIGITAL AMAZON PRIME OFFER TERMS AND CONDITIONS
THIS OFFER IS OPEN TO CANADIAN RESIDENTS AND IS GOVERNED BY CANADIAN LAW**

1. OFFER PERIOD:

What follows are the terms and conditions (the "Terms") for the *CIBC Smart™ Account Digital Amazon Prime Offer* (the "Offer"). The offer period begins on October 1, 2018 at 12:01 a.m. (ET) and ends on December 28, 2018 at 11:59 p.m. (ET) (the "Offer Period"). The Offer consists of a one-year Amazon Prime® membership code worth \$79.00 CAD plus any applicable taxes (the "Amazon Prime Code") for opening and using a new CIBC Smart Account. The Offer is offered 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; (ii) at the beginning of the Offer Period, were not a holder (or joint holder) of a CIBC chequing account; and; (iii) have not previously received or benefited from a CIBC chequing account cash or other promotional offer from 2015 to present time, 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 other CIBC offers that consist of an Amazon Prime Code. This Offer cannot be combined with any other chequing account offer, reward or rebate. However, individuals who open a CIBC Smart Account (the "Eligible Chequing Account") who qualify for the CIBC Homeowner® Banking Bundle or the CIBC Smart Account fee waiver will also still qualify for this Offer. 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)".

3. OFFER REQUIREMENTS:

In order to qualify for the Offer and receive the Amazon Prime Code, an Eligible Client must complete the steps below:

Step 1: The Eligible Client must open the Eligible Chequing Account online through CIBC's website at www.cibc.com/smart, CIBC Online Banking or using the CIBC Mobile Banking® App on their mobile device during the Offer Period.

Step 2: The Eligible Client must provide a valid email address upon opening the Eligible Chequing Account.

Step 3: Within three (3) full calendar months following the end of the calendar month during which the Eligible Client opened his/her Eligible Chequing Account the Eligible Client must set up and complete within the Eligible Chequing Account:

- (i) at least one (1) eligible recurring direct deposit (see Eligible Recurring Transactions below for eligibility details) which will be made into the Eligible Chequing Account; OR
- (ii) at least two (2) different eligible recurring pre-authorized debits (see Eligible Recurring Transactions below for eligibility details) which will be withdrawn from the Eligible Chequing Account within the same calendar month.

Eligible Recurring Transactions: Most recurring direct deposits and pre-authorized debits are eligible. Examples of common recurring direct deposits are payroll, CPP/QPP, disability payments, dividends, and government deposits such as Employment Insurance (EI) and provincial parental insurance plan (PPIP). Examples of common recurring pre-authorized debits are pre-authorized bill payments and loan or mortgage payments where you set up pre-authorized instructions with your mortgage, loan, credit card and/or other provider directly from a CIBC Smart Account. Recurring pre-authorized fund transfers that you initiate (i.e., if you use telephone banking, ATM and/or online banking to set up) to other CIBC deposit, credit card or line of credit accounts, or to accounts at other financial institutions, are not eligible for the Offer. For further details, consult with your CIBC banking representative to determine whether any given pre-authorized debits or direct deposits are eligible for the Offer.

4. OFFER LIMITS:

Limit of one (1) Amazon Prime Code per Eligible Client/Eligible Chequing Account (including joint accounts). If CIBC discovers 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 CIBC at its sole discretion).

5. OFFER FULFILLMENT AND CONDITIONS:

If an Eligible Client qualifies to receive the Amazon Prime Code, such Amazon Prime Code will be emailed to the Eligible Client within twelve to sixteen (12-16) weeks of completing the applicable requirements as provided herein. CIBC will send the Amazon Prime Code to the email address you provide. In cases where an Eligible Chequing Account is a joint account, and has more than one email address associated to the account, CIBC will determine, at its sole discretion, which of the email addresses will be used to deliver this Offer. The Amazon Prime Code must be accepted as provided and is not transferable or assignable. The Amazon Prime Code is valid for activation until August 31, 2021 and can be added to an existing Amazon Prime membership subscription or applied in combination with other valid Amazon Prime membership codes. CIBC is not responsible for the activation of the Amazon Prime Code. The Amazon Prime Code is subject to the **Amazon Prime Code Condition** set out below. No Cash Reward substitutions will be permitted.

6. GENERAL TERMS AND CONDITIONS:

This Offer is subject to all applicable federal, provincial and municipal laws. The decisions CIBC makes 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, Eligible Clients are agreeing to be legally bound by these Terms.

CIBC, its subsidiaries, affiliates, advertising/promotion agencies and any entity involved in the development, production, administration, or fulfillment of the Offer and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") will not be liable for: (i) any failure of any website or any device during the Offer; (ii) the failure of any information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iii) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Offer; and/or (iv) any combination of the above.

CIBC reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Offer (or to amend these Terms) in any way without notice in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of CIBC that interferes with the proper conduct of this Offer as contemplated by these Terms. CIBC reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Offer, or to amend these Terms, in any way without prior notice or obligation for any reason whatsoever. CIBC reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates, timeframes and/or

other Offer mechanics stipulated in these Terms, to the extent necessary, as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of CIBC, in its sole and absolute discretion, affect the proper administration of this Offer as contemplated in these Terms, or for any other reason. CIBC reserves the right, in its sole and absolute discretion, to disqualify any person CIBC finds or believes (using any evidence or other information made available to or otherwise discovered by CIBC) to be manipulating or otherwise abusing the process, fairness, integrity or operation of the Offer. Eligible Chequing Accounts are referred to as “**Chequing Accounts**”. The Amazon Prime Code is subject to the condition (the “**Amazon Prime Code Condition**”) that the Eligible Client’s Chequing Account must remain open, active and unconverted for at least one (1) calendar year from the month-end of the month during which the Account was opened. Failing this, such Eligible Client (a “**Disqualified Reward Client**”) will not qualify for the Amazon Prime Code. If the Amazon Prime Code has already been provided to a Disqualified Reward Client, CIBC reserves the right, in its sole and absolute discretion, to charge the client’s Chequing Account for, or send an invoice to the Disqualified Reward Client for the full value of the Amazon Prime Code. Amazon Prime Codes are subject to availability. CIBC reserves the right, in its sole and absolute discretion, to substitute the Amazon Prime Code for an award of equivalent value. Please monitor www.cibc.com/smart 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 CIBC, its 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: www.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. 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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