



Simplii FX Cash Summer Contest

Official rules

1. Contest Period

The Simplii FX Cash Summer Contest (the "**Contest**") begins at 12:00:01 a.m. Eastern Time ("**ET**") on May 1, 2023 and ends at 11:59:59 p.m. ET on September 30, 2023 (the "**Contest Period**"). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules and all decisions of Canadian Imperial Bank of Commerce ("**CIBC**"), 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 CIBC, 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.

How to Enter

You will be automatically entered when you complete a Simplii FX Cash transaction through your Simplii FX Cash account.

NO PURCHASE NECESSARY. Internet access and email address required.

Limit: one (1) entry per person and per email address per month during the Contest Period.

To obtain one (1) entry without completing a Simplii FX Cash transaction, type or clearly handwrite on a blank piece of paper an original essay of a minimum of 250 words and a maximum of 500 words describing your favourite vacation, and, together with your first name, last name, phone number, age, province and email address, mail the above information during the Contest Period to:

Mailbox.FXCashContest@cibc.com. LIMIT one (1) mail entry per outer stamped envelope. There is no limit to the number of mail entries that an entrant can submit, as long as each mail entry is mailed in a separate outer envelope, bearing sufficient postage, and post marked within the Contest Period. All mail entries must be received within five (5) business days of the end of the Contest Period. Mail entries that are mechanically reproduced or made in any fashion other than as specified herein are void.

If an entrant does not want to be automatically entered into the Contest, send an email to Mailbox.FXCashContest@cibc.com with "CIBC Foreign Cash Contest: DO NOT WISH TO PARTICIPATE" as the subject and Sponsor will remove any entries you would have otherwise been eligible to earn in this Contest.

All entries must meet the following submissions guidelines (the "**Submissions Guidelines**"):

- (i) The entry must disclose the connection to the Contest by including the hashtag #SimpliiContest.
- (ii) The entry must not defame, misrepresent or contain disparaging remarks about CIBC or any of its products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with the Sponsor, as determined by Sponsor in its sole discretion.
- (iii) Entry must be suitable for family audiences, including without limitation for publication on national television, as determined by CIBC in its sole discretion.
- (iv) Entry must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by CIBC in its sole discretion.
- (v) Entry must not infringe on the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased.

By submitting an entry, you warrant and represent that: (i) the entry is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright; (ii) the entry has not been previously published; (iii) the entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) all individuals appearing in the entry have granted to you permission to publish or otherwise use their likeness in the entry in any manner and media whether now known or hereafter devised including, without limitation, on the Contest Website; and, (v) that the entry complies with the Submissions Guidelines. You agree to indemnify and hold harmless CIBC from any claims to the contrary.

By entering, you agree as follows: (i) you acknowledge that your entry may be posted by CIBC on the Contest Website and/or on CIBC's social media channels, in CIBC's sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to CIBC an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media, including without limitation on the Contest Website; (iii) you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless CIBC from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to CIBC's use of the entry.

In the event you make a statement about CIBC's products on any social media site, blog, website, or in any other publication or media of any kind for the purpose of endorsing, reviewing, or opining on any product(s) received from CIBC in connection with my receipt and use of the prize, you must disclose that CIBC provided such product(s) to you at no cost or at a discount, if applicable. You further agree that you (a) will only make statements based on your actual use of and honest opinions about CIBC's product(s); (b) will not make misleading or unsubstantiated statements about CIBC's product(s); and (c) upon request, agree to remove or cause to be removed any statements about CIBC's product(s) that in CIBC's reasonable belief are misleading or unsubstantiated or otherwise do not conform to the requirements of this paragraph. You agree that you are solely responsible for compliance with applicable laws and regulations with respect to your endorsement statements.

3. Prizes

There are **five (5)** prizes available to be won each consisting of: a 11-inch iPad Pro Wi-Fi 128 GB (colour: Space Grey Approximate retail value of each prize is \$1,250)

Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at CIBC's sole discretion. CIBC 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. Prizes will be delivered to verified winners only. CIBC will not replace any lost or stolen prizes. Any other costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners.

4. Winner Selection

A random draw will be conducted on or about each of the following dates at 470 Hardy Rd, Brantford, Ontario at 1:00 p.m. ET, during the Contest Period to select a potential winner among all eligible entries received during specific monthly period preceding that draw date and following the previous draw date (if applicable) (subject to satisfying the prize claim conditions below). Odds of being selected depend on the number of eligible entries received during the Contest Period.

Monthly Entry Period Start (at 12:01 a.m. ET)	Monthly Entry Period End (at 11:59 p.m. ET)	Draw
May 1, 2023	May 31, 2023	June 12, 2023
June 1, 2023	June 30, 2023	July 10, 2023
July 1, 2023	July 31, 2023	August 14, 2023
August 1, 2023	August 31, 2023	September 11, 2023
September 1, 2023	September 30, 2023	October 9, 2023

5. Selected Entrant Verification and Prize Claim Conditions

Selected entrant(s) will be notified by telephone or email at the telephone number or email address provided at the time of entry. In order to be declared a winner, selected entrant(s) must: (i) respond to notification of selection within three (3) business days of first attempt by CIBC; (ii) correctly answer a time-limited mathematical skill-testing question without assistance of any kind, whether mechanical or otherwise, to be administered by telephone at a mutually convenient time; (iii) sign and return to CIBC, within three (3) business days of it being sent by CIBC, a written declaration and release form, releasing the CIBC and its 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 three (3) business days of first attempt by CIBC or CIBC's agent, failure to provide proof of eligibility (if requested), Release, 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.

6. 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 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 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.

CIBC 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 and/or Contest Website, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

7. Limitation of Liability and Releases

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT CIBC, CONTEST 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, 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, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, 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, CIBC and the Promotion Entities, and any of CIBC's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Contest Website users, or 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 e-mail to be received by or from CIBC for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest or in connection with the Contest Website; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

8. Protection Of Personal Information and Publicity Release

CIBC 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 CIBC or its partners about its products, and upcoming contests and promotions.

By accepting a prize, winner agrees to CIBC's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity CIBC 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 CIBC and the Promotion Entities from any liability with respect thereto. For further information about CIBC's privacy practices, please see CIBC's Privacy Policy at: <https://www.cibc.com/ca/legal/privacy-policy.html>

9. General Conditions

All entries become the property of CIBC 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 CIBC, Contest and 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 CIBC 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. SCIBC'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 CIBC 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 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.

NO PURCHASE NECESSARY. Open May 1, 2023 to September 30, 2023 to legal residents of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence. Five (5) prizes available: : each a 22-inch iPad Pro Wi-Fi 128 GB (colour: Space Grey (approx. value \$1,250). Odds of winning depend on number of eligible entries received and satisfaction of conditions. Math skill test and internet access required.

"SIMPLII FINANCIAL" and the SIMPLII FINANCIAL DESIGNS are trademarks of CIBC.
"Simplii Financial" is a division of CIBC. Banking services are not available in Quebec.