

Visa X Super Bowl LVII Contest

Official rules

1. Contest period

The Visa X Super Bowl LVII Contest (the "Contest") begins at 12:00:01 a.m. Eastern Time ("ET") on November 18, 2022 and ends at 11:59:59 p.m. ET on December 18, 2022 (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. Visa is the Destination Prize Provider.

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, Visa Canada Corporation ("Visa"), The Marco Corporation (the "Contest Administrator"), 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.

1. To obtain one (1) entry, accept the targeted online offer provided to you from Sponsor and sign up for a Simplii Cash Back Visa Credit Card during the Contest Period.

New primary cardholders who sign up for and are accepted as Simplii Cash Back Visa Credit Card holders during the Contest Period will be automatically entered in the Contest. Only primary cardholders are eligible to win.

If you sign up for and are accepted as a Simplii Cash Back Visa Credit Card holder during the Contest Period and do not wish to be entered into the Contest, please advise the Contest Administrator by contacting mailbox.amicusproduct@cibc.com, by providing the contest title in the subject line as well as your full contact information and you will not receive an automatic entry.

2. To obtain one (1) entry without becoming a Simplii Cash Back Visa Credit Card holder, type or clearly handwrite on a blank piece of paper an original essay describing why financial literacy is

important for Canadian youths to a minimum of 500 words, together with your first name, last name, telephone number, email address, age, and province of residence. Email the above information during the Contest Period to mailto:mailto

3. Limit one (1) entry per person.

4. Prize

There is one (1) prize available to be won: a trip for two (2) to Super Bowl LVII in Phoenix, Arizona (the "**Destination Prize**") as follows:

- 1. round trip economy transportation for two (2) people from the major Canadian airport nearest the winner's residence (selected at the discretion of the Sponsor) (the "**Departure Point**") to Destination;
- three (3) nights hotel accommodation from February 10 to February 13, 2023, in Destination for two (2) people (based on standard double occupancy room) at The Scott Resort & Spa (Scottsdale);
- 3. ground transportation, including to and from the Scott Resort & Spa in Scottsdale and airport in Destination and Departure point;
- 4. two (2) Super Bowl LVII game tickets, two (2) Super Bowl Experience tickets (the "Events");
- 5. Access to Visa Everywhere Lounge at Super Bowl LVII, Friday night kick-off party on February 10, 2023 and Visa Tailgate Party on February 12, 2023;
- 6. one (1) Visa Prepaid Card in the amount of \$275 USD (approx. \$380 CAD); and
- 7. one (1) Visa | Super Bowl LVII branded gift.

Approximate retail value of the Destination Prize is \$35,000 CAD based on sample Toronto Pearson departure. Actual value will vary depending on point of departure. 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(s) will be delivered to verified winner(s) only. Sponsor 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 winner and guest(s) (as applicable), including without limitation meals, communication charges, room service, gratuities, optional tours, insurance and medical travel documents, and translation services. Sponsor will not be responsible if weather conditions, Event or Event-related cancellations, or other factors beyond Sponsor's reasonable control prevent the Destination Prize or part of the Destination Prize from being fulfilled, and neither the winner nor their guest will be entitled to compensation in lieu thereof. Winner and guest must have no restrictions on their ability to travel or to fully participate in the Destination Prize or the Destination Prize may be forfeited, in whole or in part and may, at the Sponsor's discretion, be awarded to an alternate entrant. Winner and guest are responsible for obtaining all necessary travel documentation and permissions and

must travel on the same itinerary. Winner and guest must travel on the dates and travel carriers and stay at the accommodations as determined by Sponsor in its sole discretion, and all travel must commence on or before February 10, 2023. Promotion Entities will not be responsible if winner and/or guest are denied entry onto aircraft, into the Destination, or return entry into Departure Point. Promotion Entities are not responsible in the event any Winner and/ or guest is refused boarding at any time by the airline or airport security In such a situation, the winner/guest will be responsible for any and all additional costs incurred.

No changes to the destinations, names, travel dates etc. will be accepted once flights are confirmed. Destination Prize is not valid for any flights departing after such date and extensions to the expiry date are not permitted. The Destination Prize must be booked within the timelines as provided by the Sponsor and/or Contest Administrator, after which time the Destination Prize will expire, to be determined in Sponsor's sole discretion.

Winner and their guest must obey all hotel and Events rules and requirements, including the hotel requirement to present a major credit card. Failure to follow such hotel and Events rules and requirements may result in, without limitation, ejection from the applicable Event, non-admission to hotel and forfeiture of all or part of the Destination Prize. In such a situation, the winner and/ or guest will be responsible for any and all additional costs incurred and any unused portion of the Destination Prize will be forfeited. Winner and guest will be required to sign and return a Declaration and Release (as defined below). If guest is below the age of majority in his or her jurisdiction of residence, the guest of the Destination Prize winner may be a minor in their jurisdiction of residence if accompanied by a parent or a legal guardian at all times. Declaration and Release must be signed by their parent of legal guardian.

Destination Prize Winner and their guest agree to adhere to any regulatory Covid-19 guidelines outlined by the country/countries of arrival, transit and/or departure at their own cost, which may include but not be limited to:

- 1. Mandatory COVID-19 PCR and/or antigen testing
- 2. Mandatory vaccination requirements
- 3. Mandatory masking or personal protective equipment requirements.

Promotion Entities shall not be held responsible for cancellations, delays, or denial of boarding resulting from non-compliance of COVID-19 quidelines.

Destination Prize winner and their guest are fully responsible for any applicable federal, provincial, and municipal taxes (including income and withholding taxes). Destination Prize is nontransferable and consists only of the items specifically listed as part of Destination Prize. Sponsor, in its sole discretion, reserves the right to substitute the Destination Prize in whole or in part with another prize of the same ARV.

5. Winner selection

For the Destination Prize, on December 21, 2023 (the "**Draw Date**") at 470 Hardy Road, Brantford, ON N3V 6T1 ("**Draw Location**") at 1:00 p.m. ET, a random draw will be conducted from among all eligible entries received during the Contest Period for the purpose of selecting a potential winner for the Destination Prize (subject to satisfying the prize claim conditions in these Official Rules). The winner of the Destination Prize will be informed of their prize by December 22nd, 2022.

Odds of being selected to win a prize depends on the number of eligible entries received during the Contest Period.

6. 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. CIBC or its designated representative will make a minimum of three (3) attempts to contact eligible winners within two (2) business days of the Draw Date.

In order to be declared a winner, selected entrant(s) must: (i) respond to notification of selection within two (2) 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 one (1) business day of it being sent by Sponsor, a written declaration and release form from the selected entrant and their guest, releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Declaration and Release**"); and consenting to use of their names, 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 and 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 (the "**Declaration and 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 two (2) business day 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 a 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 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 and/or Contest Website, 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, VISA, THE CONTEST ADMINISTRATOR AND THE PROMOTION ENTITIES AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "**RELEASED PARTIES**"), 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 A PRIZE, OR THE MERCHANDISE FOR WHICH IT IS REDEEMED (IF APPLICABLE). FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES 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 Contest entrants.

Without limiting the foregoing, the Released Parties and any of Sponsor'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 the Sponsor or Promotion Entities 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.

9. Protection of personal information and publicity release

Sponsor and its authorized agents will collect, use, and disclose the personal information entrants provide when entering the Contest for the purposes of administering the Contest and prize fulfillment. Entrants may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions.

By accepting a prize, winner agrees to Sponsor's and Destination Prize Provider's and Promotion Entities (as applicable) 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, Visa and the Promotion Entities from any liability with respect thereto. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: https://www.cibc.com/ca/legal/privacy-policy.html

For further information about Visa's privacy practices, please see Visa's Privacy Policy at https://www.visa.ca/en_CA/legal/global-privacy-notice.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 Released Parties 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 a 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 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. 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 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.

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