

CIBC Rewards Photo Contest

OFFICIAL PROMOTION RULES (“OFFICIAL RULES”)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. CONTEST PERIOD:

The CIBC Rewards Photo Contest (the “**Contest**”) is open from 10 am Eastern Time (“**ET**”) on October 2, 2017 to 10 pm ET on October 31, 2017 (“**Contest Period**”).

The Contest Period consists of four (4) weekly entry periods as follows (each a “**Week**”):

Week Start (all ET)	Week End (all ET)	Weekly Selection Date
October 2, 2017 at 10:00 am	October 8, 2017 at 11:59 pm	October 9, 2017 at 2:00 pm
October 9, 2017 at 12:01 am	October 15, 2017 at 11:59 pm	October 16, 2017 at 2:00 pm
October 16, 2017 at 12:01 am	October 22, 2017 at 11:59 pm	October 23, 2017 at 2:00 pm
October 23, 2017 at 12:01 am	October 31, 2017 at 10 pm	November 1, 2017 at 2:00pm

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:

Contest is only open to residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence at the time of entry and (ii) are the holder of one (1) of the following Aventura[®] cards in good standing and at the applicable time of winner selection (as described herein): CIBC Aventura[®] Visa Classic Card; CIBC Aventura[®] Visa Infinite* Card; CIBC Aventura[®] Gold Visa* Card; CIBC Aventura[®] Visa* for Business Card; CIBC Aventura[®] World Elite MasterCard[™]; CIBC Aventura[®] World MasterCard[™]; CIBC Aventura[®] MasterCard[™]; or CIBC Gold VISA* Card (each, a “**Card**”).

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, any Contest judges, Bond Brand Loyalty (the “**Administrator**”), Merit Travel Group Inc., 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. Internet access required. To enter, visit the CIBC Rewards website at www.cibcrewards.com (the “**Contest Website**”), select the applicable image category and

upload one (1) clear image together with a title and description of the image (within the applicable character limitations), and accept the Contest Official Rules (each, an “**Entry**”, and collectively, the “**Entries**”). Photos must be less than 10 MB and have a resolution of no more than 3,072 x 2,048 pixels and must be in one (1) of the following formats: JPEG, BMP, GIF, PNG or TIFF. Limit of three (3) Entries per person during the Contest Period, one (1) Entry per category.

4. SUBMISSIONS GUIDELINES:

All Entries must meet the following submissions guidelines (the “**Submissions Guidelines**”). The Entry must not:

- be unlawful, hateful, offensive or obscene;
- incite, solicit, promote, or provide information about illegal or criminal activities;
- threaten, promote, or instigate physical harm or death to others, or the Entrant;
- promote and/or contain the addresses of other web sites;
- victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- infringe on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property right of any party;
- contain or reference any third-party trademarks;
- constitute unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, pyramid schemes, the promotion of particular stocks of shares and other financial products and services, or any other form of unauthorized solicitation, or any form of lottery or gambling;
- contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- impersonate any person or entity, including any of the Sponsor’s employees, dealers, or representatives;
- solicit personal information from another user;
- be deemed by the Sponsor to be inappropriate to the well-being of others;
- exchange third party phone numbers, mobile numbers, emails or home addresses and any other personal details; or
- be inconsistent with the positive messaging which the Sponsor wishes to communicate, all of which is to be evaluated by the Sponsor in its sole and absolute discretion. The Sponsor reserves the right, in its sole discretion, to disqualify any which the Sponsor determines at any time in its sole judgment to fail to the above referenced criteria.

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) all persons shown in the Entry are the age of majority in their jurisdiction of residence or older (or you are their parent or legal guardian); (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 Sponsor from any claims to the contrary.

By entering, you agree as follows: (i) you acknowledge that your Entry may be posted by Sponsor on the Contest Website and/or on Sponsor's social media channels, in Sponsor's sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to Sponsor 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 Sponsor 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 Sponsor's use of the Entry.

5. VERIFICATION:

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Sponsor's official clock(s).

6. VOTING:

Throughout the Contest Period, all Entries will be posted on the Contest Website. CIBC Card account holders will be invited to vote for the Entries that they like by tapping on the "heart" function (each a "**Vote**"). Additionally, entrants may follow the instructions on the Contest Website to share their Entry to their Facebook account. Non-Cardholders may follow the links from this share on Facebook to visit the Contest Website and Vote on an Entry. Voters may Vote on each Entry a maximum of one (1) time, but there is no limit on the number of different Entries for which voters may Vote.

7. PRIZES:

(a) Weekly Prizes

There are four (4) weekly prizes available to be won, one (1) per Week, each consisting of \$1,000 in CIBC Rewards travel vouchers and \$750 loaded onto a CIBC Visa* Prepaid Gift Card. Approximate retail value (“ARV”) of each Weekly Prize is \$1,750 CDN.

(b) Category Prizes

There are (3) category prizes available to be won, one (1) per category, each consisting of \$4,000 in CIBC Rewards travel vouchers, \$1,200 loaded onto a CIBC Visa* Prepaid Gift Card and one (1) GoPro HERO5 with Optex 16 Piece Accessories Kit (each a “**Category Prize**”). ARV of each Category Prize is \$6,000.

1. Grand Prize

There is one (1) grand prize available to be won, consisting of: \$15,000 in CIBC Rewards travel vouchers, \$2,000 loaded onto a CIBC Visa* Prepaid Gift Card and one (1) Nikon DSL Camera with Dual Lens & Handbag Bundle (the “**Grand Prize**”). ARV of the Grand Prize is \$20,000 CDN.

2. Prize Conditions

Prizes must be accepted as awarded. 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. Prizes will be delivered to verified winners only to one (1) address in Canada. 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 winners.

Entire travel credit must be used on a one time package experience and/or airfare. Any portion of the travel credit used must relate to the travel being booked. **Travel must be booked by October 31, 2018.** Travel credit is not transferable and cannot be converted to Aventura points, or cash, except at Sponsor’s sole discretion.

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 ground transportation to/from the departure point, meals, communication charges, room service, gratuities, optional tours, insurance and medical travel documents. Sponsor will not be responsible if weather conditions, event cancellations, or other factors beyond Sponsor’s reasonable control prevent the prize or part of the prize from being fulfilled, and winner will not be entitled to compensation in lieu thereof. Winner and guest(s) must have no restrictions on his/her ability to travel or to fully participate in the prize or the 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(s) are responsible for obtaining all necessary travel documentation and permissions and must travel on the same itinerary. Winner and guest(s) must travel on the dates and travel carriers and stay at the accommodations as determined by Sponsor in its sole discretion. **All travel must commence prior to November 30, 2018.** Sponsor will not be responsible if winner/guest(s) are denied entry onto aircraft, into the destination, or return entry into departure point. In such a situation, the winner/guest(s) will be responsible for any and all additional costs incurred. Winner/guest(s) must obey all hotel rules and requirements, including the hotel requirement to present a major credit card. Failure to follow such hotel rules and requirements may result in, without limitation, non-admission to hotel and forfeiture of all or part of the prize.

Guest(s) will be required to sign and return a Release (as defined below). If winner or guest(s) are below the age of majority in his or her jurisdiction of residence, such guest must travel at all times with his or her parent or legal guardian.

8. WINNER SELECTION:

On each of the Weekly Selection Dates at 6900 Maritz Drive, Mississauga, ON L5W 1L8, the Administrator will conduct a random draw from among all eligible approved photos submitted as of the applicable Week End for the purpose of selecting one (1) potential Weekly Prize winner (subject to satisfying the prize claim conditions below). Odds of being selected as a potential Weekly Prize winner depend on the number of eligible Entries received during the Contest Period as of the Week End prior to the Weekly Selection Date.

On November 1, 2017 at 10 am ET at 6900 Maritz Drive, Mississauga, ON L5W 1L8, the Administrator will conduct a random draw from among all eligible approved photos submitted that have received a minimum of ten (10) votes during the Contest Period for the purpose of selecting one (1) potential Category Prize winner per applicable category (subject to satisfying the prize claim conditions below). In the event of a tie, the Administrator will conduct a random draw from among all tied Entries for the purpose of selecting one (1) potential winner of the applicable Category Prize. Odds of being selected as the potential winner of a Category Prize depend on the number of eligible Entries received during the Contest Period and the results of the public vote associated with that category.

On November 1, 2017 at 2 pm ET at 6900 Maritz Drive, Mississauga, ON L5W 1L8, the Administrator will conduct a random draw from among all eligible Entries received that have received a minimum of ten (10) votes during the Contest Period for the purpose of selecting one (1) potential Grand Prize winner (subject to satisfying the prize claim conditions below). Odds of being selected as the potential Grand Prize winner depend on the number of eligible Entries received during the Contest Period and the results of the public vote.

9. WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will contact the selected Entrant at the telephone number and/or email address associated with his or her Card account.

In order to be declared a winner, selected Entrant 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 two (2) 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 two (2) 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.

10. PRIVACY AND PUBLICITY:

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.

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 for a period of two (2) calendar years following the end of the Contest Period, without further compensation or notice, and hereby releases the Promotion Entities from any liability with respect thereto. Winning Entries will be disposed of at the end of such two (2) year period. Non-winning Entries will be retained for a period of one (1) calendar year following the end of the Contest Period, and disposed of at the end of such one (1) year period. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <https://www.cibc.com/ca/legal/privacy-policy.html>.

11. LEGAL RESIDENTS OF QUEBEC ONLY:

Any dispute regarding the organization of a promotional contest may be submitted to *the Régie des alcools, des courses et des jeux* (“**Régie**”) for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

12. WINNING PHOTO:

The selected Entries and the first and last name initial, and the name of the city of the corresponding winners may be posted on the Contest Website.

13. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY:

Sponsor reserves the right, subject to the approval of the *Régie des alcools, des courses et des jeux* (the “**Régie**”) with respect to legal residents of Quebec, 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 subject only to the approval of the Régie in Quebec, 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.

14. 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, 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, 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 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 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) 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.

15. 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, 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. 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 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 Card will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned as the primary Cardholder of the Card. The potential winner may be required to show proof of being the authorized account holder.

16. FACEBOOK:

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering, you completely release Facebook of all liability in connection with this Contest.

17. Merit Travel Group Inc.:

The CIBC Rewards Centre is operated for CIBC by an independent travel agency, Merit Travel Group Inc., 201 City Centre Drive, Suite 1101, Mississauga, Ontario, L5B 2T4. Ontario Registration #50010422/4499356, BC Registration #34799 and Quebec Registration #7002238.