

CIBC Education Saver's Contest

OFFICIAL RULES

1. Contest Period

The CIBC Education Saver's Contest (the "**Contest**") begins at 12:01 a.m. on November 1, 2019 Eastern Standard Time ("**EST**") and ends at 11:59 p.m. EST on December 31, 2019 (the "**Contest Period**"). By participating in the Contest, you agree to abide by and be bound by these Official Rules and all decisions of the 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 prizes, including without limitation eligibility and/or disqualification of entries.

2. Eligibility

The Contest is open only to individuals who (i) are legal residents of Canada and have reached the age of majority in their jurisdiction of residence; (ii) are active clients of CIBC or CIBC Wood Gundy and a Primary Subscriber for a Registered Education Savings Plan (RESP) including with CIBC Investor Services Inc. or CIBC Securities Inc and (iii) the RESP account must have been opened or "active" between November 1, 2018 and December 31, 2019. Also excluded from eligibility are the officers, directors, employees agents and representatives of Sponsor, The Marco Corporation, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies (collectively, the "**Contest 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. Each eligible CIBC client will automatically receive one (1) entry in the Contest. Each eligible CIBC client who made a contribution to his/her RESP account in 2019, will also receive one (1) additional entry. For clarity, eligible CIBC clients will only receive one (1) additional ballot, regardless of the number of RESP contributions made in 2019.

Limit: Two (2) entries per person, per CIBC RESP account.

To opt out of automatic entry, see Rule 9 below.

4. Prizes

There are five (5) prizes available to be won, each consisting of \$5000 to be awarded in the form of a cheque.

Prize must be accepted as awarded and may not be substituted or transferred, except at Sponsor's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent value if a prize cannot be awarded as described for any reason. Any other costs or expenses associated with a prize not specified herein will be the responsibility of selected winners.

5. Winner Selection

On January 27, 2020, at 9:00 AM EST, a random draw will be conducted at 470 Hardy Road, Brantford, Ontario, to select five (5) potential winners from among all the eligible entries received. Odds of winning depend on the number of eligible entries received during the Contest Period.

6. Selected Entrant Verification and Prize Claim Conditions

Selected entrants will be notified by telephone at the telephone number associated with his or her CIBC RESP account. In order to be declared a winner, the selected entrant must: (i) respond to notification of selection within five (5) business days of first attempt by Sponsor; (ii) schedule a time with the Sponsor to administer a mathematical skill-testing question; (iii) have correctly answered the mathematical skill-testing question; (iv) sign and return to Sponsor, within five (5) business days of it being sent by Sponsor, a written declaration and release form, releasing the Contest Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the “**Release**”); and, (v) 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 five (5) business days of first attempt by Sponsor or Sponsor’s agent, failure to correctly answer the mathematical skill-testing question, failure to provide proof of eligibility (if requested), Release, or other required documentation in a timely manner, 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.

7. 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 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, subject only to the approval of the Régie in Quebec: (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, 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, CONTEST JUDGES AND THE CONTEST 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 CONTEST 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 ANY 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 Contest 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) 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; (d) garbled transmissions or miscommunications; (e) 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; (f) 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; (g) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (h) 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 provided when entering the Contest for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to the collection, use and disclosure of information about you by CIBC and its authorized agents for the purpose of administering the Contest and prize fulfillment, and as otherwise described in accordance with CIBC's privacy policy available at <https://www.cibc.com/en/privacy-security/privacy-policy.html>.

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 in perpetuity, without further compensation or notice, and hereby releases Sponsor and the Contest Entities from any liability with respect thereto. If winner would like to withdraw consent to the use of their information for advertising and publicity, he/she may do so at the time of prize fulfillment.

To opt out of automatic entry, contact CIBCESOptOut@TheMarcoCorporation.com. or 1-866-601-9989 with full name, age, phone number, postal code, email address (if available), debit card number (if available). By opting out of use of your personal information in connection with this Contest, you waive your chances of winning any prize.

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 entrants. 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 ENTRANTS 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 entrant who submitted any entry, the authorized CIBC account holder associated with the CIBC RESP account will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned as the primary account holder to the CIBC account.

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* 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.