

# Appendix A – CIBC Gold Visa\* Card CIBC Rewards Program Terms and Conditions (As of February 4, 2024)

## Introduction

1. The Program works very simply: each time you use your Card to make a purchase you are rewarded with Points redeemable using Payment with Points to make a payment to your CIBC Gold Visa or using Financial Products with Points to make a payment or contribution to select CIBC financial products.
2. These Terms and Conditions apply to the Program and replace all previous terms. These terms govern your Gold Account and the collection and redemption of Points. The Program terms apply to the Primary Cardholder.
3. Your CIBC Cardholder Agreement also applies to the Program and if there is a conflict between these terms and your CIBC Cardholder Agreement, your CIBC Cardholder Agreement will govern to the extent necessary to resolve the conflict.

## How To Earn Points

4. Each \$1.00 in net retail purchases charged to your Card earns one Point. Cents do not earn Points or partial Points. You may also be able to earn additional Points for certain types of purchases from time to time. Cash advances, CIBC Global Money Transfers™, CIBC Convenience Cheques, balance transfers, interest, fees, payments, Points redemptions and service charges do not earn Points. All Points accumulated in your Gold Account will appear on your monthly Card statement. Any credits for returns will also be reflected on your statement and the Points for credits and returns will be deducted from your Gold Account at the same rate as they were earned. If CIBC credits your Gold Account in error or you otherwise receive Points which you have not earned, CIBC is entitled to remove those Points from your Gold Account at any time and without prior notice.

## Account Eligibility

5. Your Credit Card Account must be in Good Standing in order for you to take advantage of the Program, unless you are directed otherwise. Points can only be redeemed for a payment that will be applied to your CIBC Gold Visa Account balance as outlined under “How to Redeem your Points using Payment with Points” or a payment or a contribution towards select CIBC financial products as outlined under “How to Redeem your Points using Financial Products With Points”. Points are not transferable, including to another Credit Card Account, and cannot be assigned or divided in the event of separation, divorce, bankruptcy or otherwise (unless CIBC consents). Points cannot be attached, pledged or hypothecated in anyway. Points cannot be exchanged for cash except as outlined in these Terms and Conditions.
6. Points may only be redeemed by the Primary Cardholder.

## Death of Primary Cardholder, Credit Card Account Closure and Program Termination

7. In the event of the Primary Cardholder’s death where a spouse or common law or civil union partner is an Authorized User of the same Credit Card Account and applies and is approved as the replacement Primary Cardholder, all Points will remain in the Gold Account and may be redeemed by the new Primary Cardholder. Otherwise, the Gold Account will be closed and the Points in it will be available for redemption by the Primary Cardholder’s estate, in accordance with these Terms and Conditions, no later than twelve months after the Gold Account is closed. All Points must then be redeemed in a single transaction by calling [1 888 232-5656](tel:18882325656) (in Canada and US) / [905 696-4907](tel:9056964907) (elsewhere) unless otherwise advised by us. If the Points are not redeemed by that date for any reason (including due to a dispute among the legal representative(s), beneficiary(ies) or other claimants), the Points will be cancelled.
8. If a Primary Cardholder closes his/her Credit Card Account or declines to renew his/her Card, the associated Gold Account will also be closed and all Points in the Gold Account must be redeemed within 60 days after the Credit Card Account is closed by calling [1 888 232-5656](tel:18882325656) (in Canada and US) / [905 696-4907](tel:9056964907) (elsewhere). If the Credit Card Account is closed because the Card(s) are being converted by the Primary Cardholder into another type of CIBC credit card, all Points in the Gold Account must be redeemed within 60 days by calling the number below unless you are otherwise advised by us. Points that are not redeemed within 60 days will be forfeited without compensation.
9. If CIBC closes a Credit Card Account or cancels any Card related to it because the Credit Card Account is not in Good Standing or for any other reason permitted under the Cardholder Agreement, the associated Gold Account is automatically closed and all Points are forfeited immediately.
10. If the entire Program is to be terminated, we will send 60 days prior notice to the Primary Cardholder, which may be included with or on a Monthly Statement. Any notice will also be notice to any Authorized Users, Cardholders, and Rewards Officers. The notice will provide details on the redemption and expiry of Points not redeemed before termination of the Gold Program.

## How to Redeem your Points using Payment With Points

11. You may redeem your Points towards payment of your outstanding credit card balance using “Payment with Points” redemption. A “Payment with Points” redemption can be completed 1) digitally through CIBC Online and Mobile Banking or 2) by calling [1 888 232-5656](tel:18882325656) (in Canada and US) / [905 696-4907](tel:9056964907) (elsewhere). Only Primary Cardholders are permitted to perform a “Payment with Points” redemption. The requested redemption amount must be equal to or less than your available

Points balance. The “Payment with Points” redemption is non-refundable, non-exchangeable and non-transferable unless you are advised otherwise. The payments will be applied to your Credit Card Account within 5 business days of the redemption.

12. Every Point is equal to CAD 1 cent payment to your outstanding credit card balance using Payment with Points.

### How to Redeem your Points using Financial Products With Points

13. You may redeem your Points to make payments or contributions towards select CIBC financial products if you are otherwise eligible for the selected financial product. A “Financial Products with Points” redemption can be completed 1) digitally through CIBC Online and Mobile Banking or 2) by calling [1 888 232-5656](tel:18882325656) (in Canada and US) / [905 696 4907](tel:9056964907) (elsewhere). Selected CIBC financial products available for this option can be changed without notice and certain terms applicable to the selected financial product may apply. Only Primary Cardholders are permitted to perform a “Financial Products with Points” redemption. The requested redemption amount must be equal to or less than your available Points balance. The “Financial Products with Points” redemption is non-refundable, non-exchangeable and non-transferable unless you are advised otherwise. The payments will be applied to your Credit Card Account within 5 business days of the redemption.
14. Every Point is equal to CAD 1 cent payment or contribution towards a select CIBC financial product using Financial Products with Points.

### Omissions and Corrections Policy

15. We have made all reasonable and necessary efforts to ensure the accuracy of the information contained in the Terms and Conditions. However, we reserve the right to correct any errors, inaccuracies, or omissions and to update or modify information at any time without prior notice.

### Customer Service

16. We are 100% committed to making your redemption experience an easy and enjoyable one. Our Customer Service Representatives are happy to answer any questions you may have concerning your redemption. Please call [1 888 232-5656](tel:18882325656) (in Canada and US) / [905 696-4907](tel:9056964907) (elsewhere) for more information.

### Relevant Terms

17. We may amend, suspend or terminate all or any part of the Program at any time and will notify you by sending the Primary Cardholder a notice (written or electronic) or posting a notice on the Website, which will be effective when posted. If we make a change to these Terms and Conditions that is non-material or to your benefit, we will notify you by posting a notice on the Website, where you can always locate the most up to date version.
18. The following provisions only apply to Gold Accounts where the Primary Cardholder is a Quebec resident: We will provide the Primary Cardholder with 60 days’ notice of any change to an essential term of these Terms and Conditions and 30 days’ notice of any other change. The notice will include a comparison of the existing and new terms and the effective date of the change. The Primary Cardholder may refuse any change by cancelling its Credit Card Account by notice to CIBC within 30 days after the effective date of the change without cost, penalty or cancellation indemnity.
19. These Terms and Conditions are governed by and interpreted in accordance with Canadian law and the applicable law of the Canadian province or territory in which the Primary Cardholder resides (or of Ontario, if he/she resides outside Canada), whose courts will have exclusive jurisdiction over any disputes arising in connection with your Gold Account and/or these Terms and Conditions.
20. Capitalized terms that are used and not defined in the Terms and Conditions have the following meanings:
  - a. **Authorized User** means each person whose name is embossed or printed on a card at the Primary Cardholder’s request.
  - b. **Card** means a CIBC Credit card that is included in the Program.
  - c. **CIBC, us or we** means Canadian Imperial Bank of Commerce.
  - d. **CIBC Cardholder Agreement** means the cardholder agreement governing your Credit Card Account, as amended and replaced from time to time.
  - e. **Credit Card Account** has the meaning set out in your CIBC Cardholder Agreement.
  - f. **Gold Account** means the Points account linked to the Primary Cardholder’s Credit Card Account.
  - g. **Good Standing** has the meaning set out in your CIBC Cardholder Agreement;
  - h. **including** means “including, but not limited to”.
  - i. **Points** means points issued pursuant to the Program.
  - j. **Primary Cardholder** has the meaning set out in your CIBC Cardholder Agreement.
  - k. **Program** means the CIBC Gold Visa\* Card Rewards Program.
  - l. **Terms and Conditions** means this list of terms and conditions that apply to the Program.
  - m. **Website** means [cibc.com/CreditCardAgreements](http://cibc.com/CreditCardAgreements) or such other website address(es) that replace it.
  - n. **you or your** means a Primary Cardholder, or Authorized User, as applicable.