



**YOU COULD WIN 1 of 3 CASH PRIZES of \$10,000 WITH THE CIBC ADVANTAGE DEBIT CARD™
CONTEST: OFFICIAL RULES**

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY
AND IS GOVERNED BY CANADIAN LAW**

By participating in this Contest you agree to be legally bound by the terms and conditions of these official rules and Regulations (the “**Rules**”).

1. CONTEST PERIOD:

The You Could Win 1 of 3 Cash Prizes of \$10,000 with the CIBC Advantage Debit Card (the “**Contest**”) begins on Thursday November 1, 2012 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on Thursday January 31, 2013 at 11:59:59 p.m. ET (the “**Contest Period**”).

2. SPONSOR:

Canadian Imperial Bank of Commerce (“**CIBC**” or “**Sponsor**”).

3. CONTEST ADMINISTRATOR:

The Marco Corporation, 470 Hardy Rd., Brantford, Ontario, N3V 6T1 (the “**Contest Administrator**”).

4. ELIGIBILITY:

Contest is open to all legal residents of Canada who have reached the age of majority in their province/territory of residence at the time of entry, except employees, representatives of the Sponsor, the Contest Administrator, Visa Canada Corporation (“**Visa**”), or their respective parent companies, subsidiaries, affiliates, prize suppliers and advertising/promotion agencies (collectively, the “**Contest Parties**”) as well as anyone with whom such persons are domiciled (whether related or not).

5. HOW TO ENTER:

Entry Method 1:

CIBC Advantage Debit Card holders in good standing will automatically earn one Contest entry each time they use their CIBC Advantage Debit Card to make a Qualifying Purchase through Visa™ Debit. A “Qualifying Purchase” is either a “Point of Sale Transaction” conducted outside of Canada or “Card Not Present Transaction” (in each case excluding a “Cash-Like Transaction”), as such terms are defined in the CIBC Cardholder Banking Service Agreement, which may be viewed at www.cibc.com. (A “Point of Sale Transaction” conducted outside of Canada essentially means the a transaction involving the purchase of goods and/or services in person at a store located outside of Canada and does not include the purchase of goods and/or services in person at a store located within Canada through the INTERAC network where INTERAC Debit is accepted. A “Card Not Present Transaction” essentially means a transaction involving the purchase of goods and/or services where you are not present at the merchant location. Examples include purchases by mail, telephone, or online from a U.S., international or Canadian participating retailers. A “Cash-Like Transaction” is not considered to be a Qualifying Purchase - a “Cash-Like Transaction” essentially means a transaction involving the purchase of items directly convertible into cash. Examples of a “Cash-Like Transaction” include casino gambling chips or credits, money orders, wire transfers, and traveller’s cheques. For complete definitions, see the CIBC Cardholder Banking Service Agreement.).

Entries earned via Qualifying Purchases will be automatically entered on behalf of the applicable CIBC Advantage Debit Card holder, according to the official records of CIBC, as determined in its sole and absolute discretion. For greater certainty and the avoidance of doubt, each Qualifying Purchase can only result in one (1) entry (i.e. the same Qualifying Purchase cannot result in multiple entries under any circumstances). Entries earned via Qualifying Purchases will only be valid if the entrant remains a CIBC Advantage Debit Card holder and is in good standing at the time of the Draw Date.

If you make a Qualifying Purchase in the manner described above during the Contest Period and do not wish to be entered into the Contest, please advise the Contest Administrator, by contacting CIBCcontests@themarkcorporation.com and you will not receive an entry.

Entry Method 2: NO PURCHASE NECESSARY. To obtain one (1) entry in the Contest without being a CIBC Advantage Debit Card holder and/or making any “Qualifying Purchase” (as outlined above in Entry Method 1) during the Contest Period, print your first name, last name, telephone number, complete mailing address (including postal code), confirm that you are the age of majority or older in your respective province/territory of residence and provide your signature on a plain white piece of paper and mail it (in an envelope with sufficient postage), along with a fifty (50) word or more unique and original essay in English or French (the “**Essay**”) on how you would use your CIBC Advantage Debit Card to shop with Visa Debit, to the Contest Administrator, at: PO Box 4006, Paris, ON, N3L 3W9, Attn: You Could Win 1 of 3 Cash Prizes of \$10,000 with the CIBC Advantage Debit Card. Upon receipt and verification of your mail-in no purchase necessary entry request in accordance with these Rules, you will receive one (1) entry in the Contest per unique and original Essay per envelope with sufficient postage. To be eligible, all mail-in no purchase necessary entry requests must: (i) be post-marked during the Contest Period and received by no later than February 5, 2013; and (ii) be received separately in an envelope bearing sufficient postage (i.e. mass mail-in no purchase necessary entry requests in the same envelope will be void). There is no limit to the number of mail-in entry requests you may submit; however, each such request must include a separate unique and original essay, be sent in a separate envelope, bearing sufficient postage, and otherwise comply with the above requirements. The Releasees (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed mail-in no purchase necessary entry requests.

6. ENTRY VERIFICATION:

All eligible entries received in accordance with these Rules will be entered into the random prize draw (see Rule 8). The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, ineligible, incomplete or incompatible entries (all of which are void).

All entries (regardless of the method of entry) are subject to verification at any time. 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) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

7. THE PRIZES AND APPROXIMATE RETAIL VALUE:

There are three (3) Prizes available to be won, each consisting of Canadian \$10,000 cash (each, a “**Prize**”).

Where a winning entry was made as a result of a Qualifying Purchase through Visa Debit, the Prize will be deposited in the primary CIBC bank account associated with the winner’s CIBC Advantage Debit Card (provided that bank account is still open and in good standing at the time the Prize is awarded) and any standard transaction fees will apply. Otherwise, the Prize will be provided in the form of a bank draft.

The following general conditions also apply to each Prize: (i) Prize must be accepted as awarded and is not transferable and/or assignable (except as may be specifically permitted by the Sponsor in their sole and absolute discretion); (ii) no substitutions except at the Sponsor’s option.

The Releasees (defined below) are not responsible for (and accept no liability in relation to) any aspect of each Prize.

8. RANDOM PRIZE DRAW AND WINNER SELECTION PROCESS:

On February 22, 2013 (the “**Draw Date**”) in Brantford, Ontario at approximately 12:00 p.m. (noon) ET, eligible entrants will be selected by random draw from among all eligible entries received in accordance with these Rules. The odds of winning depend on the number of eligible entries received in accordance with these Rules. There is a

limit of one (1) Prize per person.

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each selected entrant by telephone (using the information provided at the time of entry and/or the Sponsor's account records for the applicable CIBC personal deposit account associated with the CIBC Advantage Debit Card, as applicable) within 2 business days of the Draw Date. If a selected entrant cannot be contacted (i.e. cannot successfully be reached by telephone by the Sponsor or its representative) within 2 business days of the first contact attempt, then he/she may be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant). If a Prize has not been claimed by April 15, 2013 at 6:00:00 p.m. ET it will not be awarded.

BEFORE BEING DECLARED THE CONFIRMED A PRIZE WINNER, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) within 2 business days of notification, return signed declaration and release forms provided by the Contest Administrator on the Sponsor's behalf, which (among other things): (i) confirm compliance with these Rules; (ii) acknowledge acceptance of the Prize as awarded; (iii) release the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any and all liability in connection with this Contest, participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agree to the publication, reproduction and/or other use of either the selected entrant's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the Internet. If the selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed documents within the specified time; (c) cannot or does not accept the Prize as awarded for any reason; and or (d) does not otherwise comply with these Rules; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

9. GENERAL CONDITIONS

All entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries and/or entrants. The Sponsor may disqualify any person who violates these Rules. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules.

By entering the Contest, each entrant acknowledges that the Releasees assume no responsibility for and will not be liable for: (i) any failure of any website during the Contest Period; (ii) any technical malfunction or other problems relating to any telephone network or lines, computer online systems, servers, access providers, computer equipment or software; (iii) the failure of any Qualifying Purchase to be completed or validated for any reason, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from making, or attempting to make, any Qualifying Purchase; (v) and injury, loss, damage of any kind resulting from an entrant's acceptance, use or misuse of any prize or otherwise from such entrant's participation in the Contest; and/or (iv) any combination of the above.

The Sponsor reserves the right, subject only to the jurisdiction of the Régie des alcools, des courses et des jeux (the "**Régie**") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, without prior notice or obligation, for any reason, including in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined

by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that term of the Rules. The Sponsor, subject to the jurisdiction of the Régie in Quebec, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, for any reason, including in the event of any accident, printing, administrative, or other error of any kind.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor and its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.cibc.com/ca/legal/privacy-policy.html>), unless the entrant otherwise agrees. If you contact the Contest Administrator to opt out of the Contest, your personal information will not be used in the manner(s) described above in connection with the Contest.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, subject to the approval of the Régie with respect to the province of Quebec, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

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