



## Disney+ Offer for CIBC Smart™ Account

### Terms and conditions

This offer is governed by Canadian law.

For the purposes of this Offer:

“**you**” and “**your**” mean any Eligible Client(s);

“**we**”, “**our**” and “**us**” mean Canadian Imperial Bank of Commerce; and

“Terms” means these terms and conditions that govern this Offer.

### 1. Offer

The *Disney+ Offer for CIBC Smart Account* (the “**Offer**”) begins on August 7, 2024 at 12:01 a.m. (ET) and ends on October 31, 2024 at 11:59 p.m. (ET) (the “**Offer Period**”). The Offer is a rebate of the monthly subscription fee (plus taxes, where applicable) for the Disney+ Standard (no ads) monthly plan (the “**Disney+ Standard Plan**”)<sup>1</sup> for up to six (6) consecutive months (the “**Reward**”). This Offer is made by Canadian Imperial Bank of Commerce (“**CIBC**”).

### 2. Eligibility

This Offer is only open to residents of Canada who: (i) are at or above the age of majority in their province or territory of residence, and (ii) from 2021 to the time of opening a CIBC Smart Account (the “**Account**”), were not a holder (or joint holder) of a CIBC chequing account as determined by CIBC in its sole discretion on the basis of its official records. This Offer can be combined with *\$600 Offer for New CIBC Chequing Account and eAdvantage® Savings Account* or *\$100 Offer for CIBC Smart Start and CIBC Smart for Students*, as well as CIBC Smart Start, CIBC Smart for Student, CIBC Smart for Senior, CIBC Smart for Newcomer or CIBC Smart for Foreign Workers benefits. Unless otherwise indicated, this Offer cannot be combined with any other chequing account offer, rebate or reward. Individuals who meet the foregoing eligibility requirements and otherwise comply with these Terms, as determined by CIBC in its sole discretion, may be referred to as “**Eligible Client(s)**”. For joint accounts, all accountholders must be Eligible Clients at the time of opening the Account.

Eligible Clients may be either a new subscriber to Disney+ or an existing Disney+ subscriber. If you have any existing Disney+ subscription(s) and sign up to a new Disney+ Standard Plan to participate in this Offer, each subscription will run concurrently and you will be charged for each, unless you manage your existing subscription(s) to avoid duplicate subscriptions and fees. Please refer to the [Disney+ Help Centre](#) for more information.

### 3. Offer requirements

**To qualify to receive the Reward**, you must complete the steps below:

**Step 1:** During the Offer Period, open an Account and provide a valid email address for any one of the account holders at the time you open the Account if one is not already on file. The Account must remain open, active and in good standing for at least one (1) year after the month of opening the Account.

For Accounts opened remotely, we may ask you to visit a CIBC banking centre to provide your signature to finish opening the Account, in which case you must do this within 7 days of opening your Account.

**Step 2:** Within one (1) calendar month after the month that you open your Account, sign up for a **monthly subscription** of the Disney+ Standard Plan<sup>2</sup> online at [www.disneyplus.com/cibc](https://www.disneyplus.com/cibc) or [www.disneyplus.com](https://www.disneyplus.com) and set up monthly payments using the CIBC Advantage Debit Card® linked to your Account. Subscription purchases made through mobile apps, third party providers or platforms and transactions made with third party payment processors (e.g., PayPal) are excluded from this offer.

<sup>1</sup> The Disney+ Standard (with no ads) monthly subscription fee is \$11.99 CAD (plus taxes) and is subject to change at Disney's discretion and in accordance with the Disney+ Subscriber Agreement (available at <https://www.disneyplus.com/legal/subscriber-agreement>). You must be the age of majority in your province or territory of residence to subscribe to Disney+.

<sup>2</sup> You must agree to the Disney+ Subscriber Agreement in order to subscribe to Disney+.

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If you do not have a CIBC Advantage Debit Card, please visit your local banking centre for assistance and to obtain a card for your account.

**Step 3:** Starting with your first monthly payment, pay for your Disney+ Standard Plan using your CIBC Advantage Debit Card for a period of six consecutive (6) months (the “**Reward Period**”).

In order to receive a statement credit, you must maintain and pay for the Disney+ Standard Plan using your CIBC Advantage Debit Card associated with your Account each month during the Reward Period. If you decide to stop your subscription or change your method of payment at any time during the Reward Period, you will forfeit your right to any future Reward payments. At the end of the Reward Period, your Disney+ subscription will automatically renew at the then current monthly subscription fee (plus taxes, where applicable), unless you cancel your subscription earlier. Cancellation will be effective at the end of the respective billing period, in accordance with the Cancellation and Refund Policy described in the Disney+ Subscriber Agreement (available at <https://www.disneyplus.com/legal/subscriber-agreement>).

### 4. Offer limits

Limit of one (1) Reward is available per Eligible Client. For joint accounts, only one (1) Reward is available per Account. If we discover that any person has attempted to use multiple names, identities, email addresses and/or any other information to exceed these limits, then those individual(s) may be disqualified from the Offer (as determined by us at our sole discretion).

### 5. Offer fulfillment and conditions

If you qualify to receive the Reward, the monthly subscription fee (plus taxes) for the Disney+ Standard Plan will be credited directly to the Account within thirty (30) days after the month in which the payment is made, up to a maximum of six (6) consecutive monthly payments. If multiple qualifying Accounts are opened on the same day, CIBC reserves the right to credit the Reward to the Account of its choice.

The Reward must be accepted as provided and is not transferable or assignable. No Reward substitutions will be permitted. If you do not receive the Reward, you have until August 31, 2025 to tell us that the Reward was not received. If you do not tell us by this time, you will be deemed to have forfeited your right to the Reward and to have not qualified for the Offer.

The Account must remain open, active and in good standing for at least one (1) year after the month of opening the Account. If you change your Account to another one or close it and the Reward has been paid, we reserve the right to withdraw the Reward amount from your Account or any of your accounts with CIBC even if this places you into overdraft.

The Disney+ service, including all content, is provided by Buena Vista International, Inc. (“**Disney**”). This Offer and use of the Disney+ streaming service are subject to the terms and conditions set out here, the Disney+ Subscriber Agreement (available at <https://www.disneyplus.com/legal/subscriber-agreement>), the Terms of Use for a MyDisney account (available at <https://disneytermsofuse.com/english-canada/>) which are agreements between you and Disney (or its affiliates) that may be amended from time to time in accordance with their terms, as well as The Walt Disney Company Privacy Policy and Supplemental Privacy Policy for Canada (available at <https://disneyplus.com/legal/privacy-policy>). We encourage you to read these terms.

### 6. General terms and conditions

This Offer is subject to all applicable federal, provincial and municipal laws. The decisions we make with respect to all aspects of this Offer are final and binding on all clients without right of appeal, including, without limitation, any decisions regarding the eligibility of any person. By participating in this Offer, you are agreeing to be legally bound by these Terms. CIBC is not responsible for any disputes or inquiries related to Disney+ subscription service.

We reserve the right, in our sole and absolute discretion, to end, cancel, change or suspend this Offer, or to change these Terms, at any time, for any reason without notice. We reserve the right, in our sole and absolute discretion, to disqualify any person we find or believe (using any evidence or other information made available to or otherwise discovered by us) to be manipulating or otherwise abusing the process, fairness, integrity or operation of the Offer.

Please monitor [cibc.com](https://www.cibc.com) for information regarding any updates to these Terms. Except as modified, the terms and conditions relating to existing products/services will remain in full force and effect.

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By participating in this Offer, each participant, including Eligible Clients, expressly consents to us, our agents and/or representatives, storing, sharing, using and disclosing the personal information submitted while participating in this Offer for the purpose of administering this Offer and in accordance with the terms of CIBC's Personal Account Agreement and CIBC's privacy policy (available at: [cibc.com/privacy](https://cibc.com/privacy)). Participants, including Eligible Clients, who do not wish to provide their email address will not be eligible for the Offer, but will still be able to use their CIBC Smart Account (including those with additional account benefits, as applicable) . Eligible Clients who have received the Offer may unsubscribe from receiving marketing related email by clicking on the "Unsubscribe" button within the email.

In the event of any discrepancy or inconsistency between the terms and conditions as provided in these Terms and disclosures or other statements contained in any Offer-related materials, including, but not limited to point of sale, television, print or online advertising, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law. In the event of any discrepancy or inconsistency between the English and French version of these Terms, the terms and conditions of the English version of these Terms shall prevail, govern and control to the fullest extent permitted by law.

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