THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING RESIDENTS OF QUEBEC) AND IS GOVERNED BY CANADIAN LAW

1. CONTEST PERIOD:

The CIBC Advisory Panel Contest (the "**Contest**") begins on May 1, 2017 at 12:00:01 a.m. Eastern Time ("**ET**") and ends on April 30, 2018 at 11:59:59 p.m. ET (the "**Contest Period**"). The Contest Period is composed of twelve (12) separate calendar months (based on ET) (each, a "**Month**').

2. ELIGIBILITY:

The Contest is open to each resident of Canada (excluding residents of Quebec) who: (i) has reached the legal age of majority in his/her province/territory of residence at the time of entry; or (ii) is sixteen (16) years of age or older, but under the age of majority in his/her province/territory of residence at the time of entry (each, a "**Minor**"), and who has the consent of his/her parent/legal guardian to participate in this Contest and be bound by the terms and conditions of these Official Contest Rules (the "**Rules**"). Notwithstanding the foregoing, employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Canadian Imperial Bank of Commerce ("**CIBC**" or "**Sponsor**"), Vision Critical Communications Inc. (the "**Administrator**"), their respective affiliates, prize suppliers, advertising/promotion agencies involved in the development, production, administration, or fulfillment of the Contest (collectively, the "**Contest Parties**") are not eligible to enter the Contest. Each individual that meets the foregoing eligibility requirements may be referred to as an "**Eligible Entrant**".

By participating in this Contest, each Eligible Entrant (and, if a Minor, his/her parent or legal guardian) agrees to be bound by the terms and conditions of these Rules.

3. HOW TO ENTER:

NO PURCHASE NECESSARY. There are two (2) ways to enter the Contest, as follows:

3.A. CIBC Advisory Panel Members: Each Eligible Entrant that is a member of the CIBC Advisory Panel (each, an "Advisory Panel Member") during a Month (as determined by the Sponsor at its sole discretion on the basis of its official records) will be provided with one (1) entry (each, a "Main Entry") into the Monthly Draw (defined below) that corresponds to such Month, subject to compliance with these Rules. To become an Advisory Panel Member, an Eligible Entrant must: (i) be a CIBC personal customer (as determined by the Sponsor at its sole discretion on the basis of its official records) that meets the Advisory Panel Member profile and screening requirements (as determined by the Sponsor at its sole discretion); (ii) visit https://www.cibcadvisorypanel.com (the "Website") and follow the on-screen instructions to obtain the official registration form (the "Registration Form"); (iii) fully complete the Registration Form with all required information, which may include a requirement to: (a) enter his/her full name, complete mailing address (including postal code), valid email address and telephone number; and (b) signify his/her agreement that he/she have read and agree to be legally bound by the terms and conditions of these Rules); (iii) follow the on-screen instructions to submit his/her graent/legal guardian has read and agreed to be legally bound by the terms and conditions of these Rules); (iii) follow the on-screen instructions to complete and submit the Advisory Panel Member profiling survey.

In addition, Advisory Panel Members that complete and submit a survey that is posted on the Website during a Month (as determined by the Sponsor at its sole discretion on the basis of its official records) will be provided with one (1) bonus entry (each, a "**Bonus Entry**") into the Monthly Draw (defined below) that corresponds to such Month, subject to compliance with these Rules. Collectively, Main Entries and Bonus Entries may be referred to as "**Entries**".

<u>3.B. Mail-in Request</u>: An Eligible Entrant can enter the Contest without having to complete the procedure outlined in Rule 3.B. above by legibly printing his/her name, telephone number, mailing address and email address on a piece of paper not larger than 8"x11" along with a unique and original handwritten essay, of fifty (50) words or more, on **"how my main financial institution can better meet by banking needs"** and mail these materials (in a single envelope bearing sufficient postage) to: CIBC Advisory Panel Contest, Vision Critical Communications Inc., 200 Granville Street, Mezzanine Floor, Vancouver, BC, V6C 1S4 Canada (collectively, a "**Mail-in Request**"). If an Eligible Entrant's Mail-in Request is postmarked during a Month and received by the Administrator by no later than four (4) business days after the close of the applicable Month (as determined by the Administrator at its sole discretion), he/she will be provided with one (1) Entry into the Monthly Draw (defined below) that corresponds to such Month, subject to compliance with these Rules.

4. ENTRY LIMIT:

There is a limit of two (2) Entries per Eligible Entrant per Month, regardless of the method of entry. Without limiting the generality of the foregoing, there is a limit of one (1) Main Entry and one (1) Bonus Entry per Eligible Entrant per Month. If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by the Sponsor or Administrator) that any Eligible Entrant has attempted to: (i) obtain more than one (1) Main Entry, one (1) Bonus Entry or two (2) Entries per Month; or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor or Administrator) your Entry is not submitted and received in accordance with these Rules. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, illegible or incompatible Entries (all of which are void).

5. VERIFICATION:

All Entries are subject to verification at any time and for any reason. The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor or Administrator – 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 or Administrator deems necessary, in its sole and absolute discretion, for the purposes of administrator in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor or Administrator. 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. THE PRIZES:

There will be two (2) prizes per Month (each, a "**Prize**"), for a total of twenty-four (24) Prizes to be awarded during the Contest Period. Each Prize consists of a \$250 Amazon.ca Gift Card, for a total Prize value of \$6,000 to be awarded during the Contest Period. Each Prize must be accepted as awarded.

7. WINNER SELECTION PROCESS:

The "**Draw Date**" for each Month will occur on or about 10 days from the last day of each Month. On each Draw Date, in Vancouver, BC, two (2) Eligible Entrants will be selected by random draw (each, a "**Monthly Draw**") from among all Entries provided in connection with the applicable Month and each such selected Eligible Entrant will be deemed a potential Prize winner. For greater certainty, all non-selected Entries will not carry over into subsequent Monthly Draws. The odds of winning depend on the number of Entries provided in connection with the applicable Month.

8. WINNER NOTIFICATION PROCESS:

The Administrator or its designated representative will make a maximum of two (2) attempts to contact each selected Eligible Entrant (using the information provided at the time of entry) within two (2) business days of the applicable Draw Date. If a selected Eligible Entrant cannot be contacted within two (2) business days of the applicable Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Administrator or Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a Prize) and the Administrator and Sponsor reserve the right, in their sole and absolute discretion and time permitting, to randomly select an alternate Eligible Entrant from among the remaining allocated Entries associated with the applicable Month (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Entrant, with the necessary amendments).

9. WINNER CONFIRMATION PROCESS:

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Administrator, be administered online, by email or other electronic means, by telephone, in the

Administrator's Winner Notification Form); and (b) sign (and, if a Minor, his/her parent/legal guardian will also have to sign) and return within two (2) business days of notification the Administrator's Winner Notification Form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize; and (iv) agrees to the publication, reproduction and/or other use of his/her 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 or Administrator in any manner whatsoever, including print, broadcast or the internet. If a selected Eligible Entrant: (a) fails to correctly answer the skilltesting question; (b) fails to return the completed Administrator's Winner Notification Form within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor or Administrator in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor or Administrator, be disgualified (and, if disgualified, will forfeit all rights to a Prize) and the Sponsor and Administrator reserve the right, in their sole and absolute discretion and time permitting, to randomly select an alternate Eligible Entrant from among the remaining allocated Entries associated with the applicable Month (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Entrant, with the necessary amendments).

10. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. All Mail-in Requests become the property of the Administrator. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor and Administrator 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. By participating in this Contest, you (and, if a Minor, your parent/legal guardian) are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED BY THE SPONSOR OR ADMINISTRATOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR, AS APPLICABLE, AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of a website or any device during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry or other information to be received, captured or recorded for any reason whatsoever, 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 participating in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.

The Sponsor or Administrator each reserve the right, in their sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, 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 or Administrator 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 or Administrator in its sole and absolute discretion) is 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 and Administrator reserve the right, in their sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Administrator reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, the Administrator and their respective agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry for the purpose of administering the Contest, in accordance with the Sponsor's privacy policy (available at: https://www.cibc.com/ca/legal/privacy-policy.html), unless the entrant otherwise agrees.

The Sponsor or Administrator each reserves the right, in their sole and absolute discretion, and without prior notice, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, 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 or Administrator, in their 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 Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Registration Form, Website, any other website and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.