

## CIBC Non-Registered Account Contest Official Rules

### 1. Contest Period

The CIBC Investor's Edge Non-Registered Account Contest (the "**Contest**") begins at 12:00 a.m. Eastern Time ("**ET**") on August 1, 2024 and ends at 11:59 p.m. ET on October 10, 2024 (the "**Contest Period**"). By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules and all decisions of 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 to legal residents of Canada who, at the time of entry, have reached the age of majority in their province or territory of residence.

Individuals who became clients of Investor's Edge on and after October 11, 2024 are excluded from eligibility.

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor, The Marco Corporation (the "**Contest Administrator**"), any Contest judges, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, prize suppliers and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the "**Contest Parties**"), 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.** To automatically obtain one (1) entry into the Contest, you must:

- a) Be a CIBC Investor's Edge client with the Account during the Contest Period and at the time the prize is awarded. If you do not hold the Account at the time of entry, you may open the Account at no cost during the Contest Period, using one of the following methods:
  - i) online at <https://www.investorsedge.cibc.com/en/home.html>; or
  - ii) visit a CIBC Banking Centre in Canada

There is no fee associated with opening the Account. For the purposes of these rules, an "**Account**" is referred to as a non-registered account (joint accounts are excluded) in accordance with all applicable laws, regulations and Canada Revenue Agency requirements;

- b) Place a trade online in the Account via the CIBC Investor's Edge website or CIBC Mobile Wealth App at least one (1) time during the Contest Period. The online trade in the Account can be made for any security type.
- c) Hold a minimum account balance of \$5,000 CAD or CAD equivalent (the "**Minimum Account Balance**") in the Account until February 3, 2025.

If an entrant does not want to be automatically entered into the Contest, send an email to [CIBCOptout@themarco corporation.com](mailto:CIBCOptout@themarco corporation.com) with "CIBC Investor's Edge Non-Registered Account CONTEST: DO NOT WISH TO PARTICIPATE" as the subject or call [1-866-755-8890](tel:1-866-755-8890) and request to opt out of the Contest and the Contest Administrator will remove any entry into this Contest that would have otherwise been automatically entered for you.

To obtain one (1) entry without making a purchase or contribution or opening an Account, type an original essay describing what you like and/or dislike about investing, to a minimum of 750 words, together with your first name, last name, phone number and email address. Email the above information during the Contest Period to:

[CIBCNPN@themarco corporation.com](mailto:CIBCNPN@themarco corporation.com).

**Limit:** one (1) entry per person, regardless of method of entry.

#### 4. Prizes

There are ten (10) prizes available to be won, each consisting of \$10,000 CAD.

The prize will be credited to the Account during the week of February 3, 2025 or in the form of a cheque for no-purchase entrants.

In order to receive the prize, the selected entrant must maintain the Minimum Account Balance until the prize is credited to the Account in the week of February 3, 2025. The Account will remain eligible to receive the prize if market or currency fluctuations cause the value of Minimal Account Balance to drop below \$5,000. The Account ceases to be eligible to receive the prize if withdrawals from the Account cause the Minimum Account Balance to drop below \$5,000.

The prize must remain in a CIBC Investor's Edge account for one (1) year from the date it was deposited into the account.

Prizes 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 monetary value if a prize cannot be awarded as described for any reason.

#### 5. Winner Selection

On or about October 14, 2024, a random draw will be conducted from all eligible entries received during the Contest Period (the "**Draw**"). Odds of being selected 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 via telephone call by the Contest Administrator at the telephone number provided during the Contest Period. In order to be declared a winner, selected entrant(s) must: (i) respond to notification of selection within two (2) business days of first attempt by the Contest Administrator; (ii) correctly answer a time-limited mathematical skill-testing question, without assistance or mechanical aid, to be administered by telephone; (iii) sign and return to Contest Administrator, within one (1) business day of it being sent by Contest Administrator, a written declaration and release form, releasing the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "**Release**"); (iv) agree to have their name, city and province of residence publicized on the CIBC Investor's Edge website, 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 two (2) business days of first attempt by Sponsor or Sponsor's agent, failure to provide proof of eligibility, including documents showing qualification to open a non-registered account (if requested), executed Release, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, 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 / Disqualify

Sponsor reserves the right 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, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, 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: (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.

Sponsor reserves the right, in its sole and absolute discretion, to withdraw the Offer or to disqualify, limit or revoke the Contest in respect to any CIBC Investor's Edge client it determines or believes is abusing or manipulating the Contest.

## **8. Limitation of Liability and Releases**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES 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 THE RELEASEES 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 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, the Releasees and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by users of any website associated with the Contest, 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) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) 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; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judges or Sponsor for any reason, including but not limited to congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

## **9. Protection Of Personal Information and Publicity Release**

Sponsor, Contest Administrator and their authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy 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 the Releasees from any liability with respect thereto.

## 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 entrant(s). 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 AN ENTRANT 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 person who submitted any entry, the authorized account holder of the e-mail address submitted at registration will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an access provider, service provider, or other person or organization responsible for assigning e-mail addresses for the account associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.