

## PC FINANCIAL<sup>®</sup> EXCHANGE PANEL CONTEST RULES

### 1. CONTEST PERIOD:

The PC Financial Exchange Panel Contest (the “**Contest**”) begins on December 1, 2016 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on December 31, 2017 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 legal residents of Canada (excluding Quebec) who have reached the legal age of majority in his/her province/territory of residence at the time of entry. Notwithstanding the foregoing, employees, representatives or agents (and members of the immediate families and those with whom such persons are domiciled, whether related or not) of Canadian Imperial Bank of Commerce (“**CIBC**”, the “**Sponsor**” and the “**Administrator**”), President’s Choice Bank and each of their 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 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:

A. PC Financial Exchange Panel Members: Each Eligible Entrant that is a member of the PC Financial Exchange Panel member on the date of each Monthly draw (each, a “**PC Financial Exchange 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 a PC Financial Exchange Panel Member, an Eligible Entrant must: (i) be invited to join the PC Financial Exchange Panel by an e-mail invitation; (ii) be a PC Financial customer (as determined by the Sponsor at its sole discretion on the basis of its official records) that meets the PC Financial Exchange Panel Member profile and screening requirements (as determined by the Sponsor at its sole discretion); (iii) visit <https://www.PCFinancialexchange.com> (the “**Website**”) and follow the on-screen instructions to obtain the official registration form (the “**Registration Form**”); (iv) 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 ; (v) follow the on-screen instructions to submit his/her fully completed Registration Form; (vi) follow the on-screen instructions to complete and submit the PC Financial Exchange Panel Member eligibility questionnaire; and (vii) be confirmed as a panel member following the eligibility questionnaire.

In addition, PC Financial Exchange 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**”.

B. Mail-in Request: An Eligible Entrant can enter the Contest without having to complete the procedure outlined in Rule 3.A. above by legibly printing his/her name, daytime telephone number, mailing address and email address (optional) 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 financial institution can better meet by banking needs**” and mail these materials (in a single envelope bearing sufficient postage) to: PC Financial Exchange Panel Contest, 595 Bay Street, 6th Floor, Toronto, Ontario, M5G 1M6 (collectively, a “**Mail-in Request**”). If an Eligible Entrant’s Mail-in Request is postmarked during a Month and received by the Sponsor by no later than four (4) business days after the close of the applicable Month (as determined by the Sponsor 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. Limit of one (1) Mail-in Request per outer stamped envelope.

#### 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, or two (2) Mail-In Request Entries per Eligible Entrant per Month. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any Eligible Entrant has attempted to: (i) obtain more than one (1) Main Entry, one (1) Bonus Entry, two (2) Mail-in Request Entries, 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. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) 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 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): (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 deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor in a timely manner upon request may result in disqualification in the sole and absolute discretion of the Sponsor. 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 five (5) prizes per Month (each, a "**Prize**"), for a total of sixty (60) Prizes to be awarded during the Contest Period. Each Prize consists of 100,000 PC<sup>®</sup> points (approximate retail value ("**ARV**") \$100 CAD each) made payable to the applicable winner, for an aggregate of 6,000,000 PC points (ARV \$6,000 CAD) in Prizes to be awarded during the Contest Period. Each Prize must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise. 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. Sponsor will not replace any lost or stolen prizes. Any other costs or expenses associated with the prizes not specified herein will be winner's responsibility. The number of Prizes diminishes as Prizes are awarded during the Contest Period.

If a confirmed Prize winner currently holds a PC Plus<sup>™</sup> Account then the PC points will be awarded directly to that PC Plus account (subject to compliance with these Rules). PC points have no cash surrender value but are redeemable for groceries and other rewards under the terms of the PC Plus<sup>™</sup> rewards program (the "Program") at participating Loblaw Companies Limited stores. Minimum redemption is 20,000 PC points (worth \$20 in rewards) and in increments of 10,000 PC points thereafter. Some redemption restrictions apply; see [pcplus.ca](http://pcplus.ca) for full details. Alternatively, if a confirmed winner does not hold a PC Plus Account at the time of Prize award, then Sponsor may elect to award the ARV of the Prize in a PC gift card(s) at its sole discretion.

#### 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 five (5) 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, no Entries will carry over into subsequent Monthly Draws, whether selected or not. The odds of winning depend on the number of Entries provided in connection with the applicable Month.

## 8. WINNER NOTIFICATION PROCESS:

The Sponsor 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 Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a Prize) and the Sponsor reserve the right, in its 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 time-limited mathematical skill-testing question in the Declaration and Release, as defined below, within the stated time limitation and without mechanical or other aid; and (b) sign and return within two (2) business days of notification the Declaration of Compliance and Release of Liability/Publicity (the "**Declaration and Release**"), 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 in any manner whatsoever, including print, broadcast or the internet. If a selected Eligible Entrant: (a) fails to correctly answer the skill-testing question within the time limit provided; (b) fails to return the completed Declaration and Release 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 in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to a Prize) and the Sponsor reserve the right, in its 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 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. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR 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.

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.

#### **11. RIGHT TO SUSPEND/TERMINATE/MODIFY**

The Sponsor reserves the right, in its 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 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) 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 reserves the right, in its 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 Sponsor 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.

The Sponsor reserves the right, in its 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, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

#### **12. PRIVACY**

The personal information you provide when entering this Contest will be used for the purposes of Contest administration and prize fulfillment, in accordance with the Sponsor's privacy policy, as applicable (available at: <http://www.banking.pcfincial.ca/mkt/common/legalinfo/personalbankingprivacy-en.html>).

By accepting a prize, winners consent 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 in any manner whatsoever, including print, broadcast or the internet.