

# Appendix A – Vacationgold® Visa\* Card Vacationgold Rewards Program Terms and Conditions (As of February 4, 2024)

## Introduction

1. These Terms and Conditions apply to the Program and replace all previous terms. These Terms and Conditions govern your Vacationgold Account and the collection and redemption of Vacation Dollars®. The Terms and Conditions apply to the Primary Cardholder.
2. Your CIBC Cardholder Agreement also applies to the Program and if there is a conflict between these Terms and Conditions and your CIBC Cardholder Agreement, your CIBC Cardholder Agreement will govern to the extent necessary to resolve the conflict.

## How To Earn Vacation Dollars

3. Vacation Dollars worth 1% of your net Card purchases will be added to your Vacationgold Rebate Account. You will not earn Vacation Dollars on cash advances, CIBC Global Money Transfers™, fees, interest, balance transfers, payments CIBC Convenience Cheques or Vacation Dollars redemptions. Any credits (for returns or otherwise) will be deducted from your Vacationgold Rebate Account at the same rate as they were earned.
4. Each Monthly Statement will show the total number of Vacation Dollars earned during the statement period, and the total number of Vacation Dollars held in your Vacationgold Rebate Account at the end of the statement period (if any). These amounts include your accumulated Vacation Dollars for all Cards on the Credit Card Account.

## Redeeming Vacation Dollars using Payment with Points

5. In order to redeem Vacation Dollars using Payment with Points, your Credit Card Account must be in Good Standing at the time of the redemption. You may redeem Vacation Dollars towards payment of your outstanding credit card balance using “Payment with Points” redemption if you have a qualifying Card by calling [1 866 339-3320](tel:18663393320) (in Canada and US) / [905 277-3394](tel:9052773394) (elsewhere). Only Primary Cardholders are permitted to perform a “Payment with Points” redemption. The requested redemption amount must be equal to or less than your available Vacation Dollars balance. The “Payment with Points” redemption is non-refundable, non-exchangeable and non-transferable unless you are advised otherwise. The payments will be applied to your Credit Card Account within 5 business days of the redemption.
6. Every Vacation Dollar is equal to \$1 CAD payment to your outstanding credit card balance using Payment with Points.
7. Vacation Dollars will be deducted from your Vacationgold Rebate Account on the date you redeem Vacation Dollars using “Payment with Points”.

## Death of Primary Cardholder, Credit Card Account Closure and Program Termination

8. In the event of the Primary Cardholder’s death where his or her spouse or common-law or civil union partner is an Authorized User of the same Credit Card Account, and such spouse or partner applies and is approved as the replacement Primary Cardholder, all Vacation Dollars will remain in the Vacationgold Rebate Account. Otherwise, the Vacationgold Rebate Account will be closed and the Vacation Dollars in it will be available for redemption by the Primary Cardholder’s estate, in accordance with these Terms and Conditions, no later than twelve months after the Vacationgold Rebate Account is closed. All Vacation Dollars must be then redeemed in a single transaction by calling [1 866 339-3320](tel:18663393320) (in Canada and US) / [905 277-3394](tel:9052773394) (elsewhere) unless otherwise advised by us. If the Vacation Dollars are not redeemed by that date for any reason (including due to a dispute among the legal representative(s), beneficiary(ies) and or other claimants), the Vacation Dollars will be cancelled.
9. If a Primary Cardholder closes his/her Credit Card Account or declines to renew his/her Card, the associated Vacationgold Rebate Account will also be closed and all Vacation Dollars in the Vacationgold Rebate Account must be redeemed within 60 days after the Credit Card Account is closed by calling [1 866 339-3320](tel:18663393320) (in Canada and US) / [905 277-3394](tel:9052773394) (elsewhere). If the Credit Card Account is closed because the Card(s) are being converted by the Primary Cardholder into another type of CIBC credit card, all Vacation Dollars in the Vacationgold Rebate Account must be redeemed within 60 days by calling [1 866 339-3320](tel:18663393320) (in Canada and US) / [905 277-3394](tel:9052773394) (elsewhere) unless you are otherwise advised by us. Vacation Dollars that are not redeemed within 60 days will be forfeited without compensation.
10. If CIBC closes a Credit Card Account because the Credit Card Account is not in Good Standing or for any other reason permitted under the Cardholder Agreement, the associated Vacationgold Rebate Account is automatically closed and all Vacation Dollars are forfeited immediately.
11. If the entire Program is to be terminated, we will send 60 days prior notice to the Primary Cardholder, which may be included with or on a Monthly Statement. Any notice will also be notice to any Authorized Users. The notice will provide details on the redemption and expiry of Vacation Dollars not redeemed before termination of the Vacationgold Program.

## General Terms

12. We are not required to credit your Vacationgold Rebate Account with the Vacation Dollars earned in respect of net Card purchases during a Monthly Statement period if your Credit Card Account is not open and not in Good Standing at any time during a Monthly Statement period.
13. You are responsible for reviewing the Vacation Dollar amounts shown on your Monthly Statement. You must notify CIBC Credit Card Services in writing of any errors, omissions, or objections to the Vacation Dollars balance or any credit or debit to your Vacationgold Rebate Account within 6 months from the date of the Monthly Statement on which the Vacation Dollars appear (or should have appeared). If you do not, we are entitled to treat the Monthly Statement as correct, except for improper credits.
14. Your accumulation of Vacation Dollars does not entitle you to any vested rights. Vacation Dollars have no monetary value, and you cannot exchange them for cash or credit them against your Credit Card Account balances (except as outlined under "How to redeem your Vacation Dollars using Payment with Points"). Vacation Dollars cannot form the basis of a monetary claim against CIBC.
15. You cannot transfer Vacation Dollars, including to another Credit Card Account. You cannot assign or divide Vacation Dollars in the event of separation, divorce, bankruptcy or otherwise without CIBC's prior consent. You cannot attach, pledge or hypothecate Vacation Dollars in any way.
16. We may disclose information about a Vacationgold Rebate Account to the Primary Cardholder
17. CIBC and its agents are not liable or responsible for any loss, injury, death, cost, damage, liability or expense you or your family members or guests may suffer or incur, and you release and discharge CIBC, and its agents from any claims, demands, causes of action and actions which may arise, in connection with any:
  - a. Error or omission on any sources of information about the Program
  - b. Error or delay in crediting or debiting your Vacationgold Rebate Account; This release binds your legal representatives, heirs, successors and assigns.
18. We may amend, suspend or terminate all or any part of the Program at any time and will notify you by sending the Primary Cardholder a notice (written or electronic) or posting a notice on the Website, which will be effective when posted. If we make a change to these Terms and Conditions that is non-material or to your benefit, we will notify you by posting a notice on the Website, where you can always locate the most up to date version. Any changes to these Terms and Conditions or the Program may affect Vacation Dollars which you may have already accumulated and/or any future accumulations.
19. The following provisions only apply to Vacationgold Rebate Accounts where the Primary Cardholder is a Quebec resident: We will provide the Primary Cardholder with 60 days' notice of any change to an essential term of these Terms and Conditions and 30 days' notice of any other change. The notice will include a comparison of the existing and new terms and the effective date of the change. The Primary Cardholder may refuse any change by cancelling its Credit Card Account by notice to CIBC within 30 days after the effective date of the change without cost, penalty or cancellation indemnity.
20. You are responsible for any tax liability and tax reporting obligations that arise from your use of the Program.
21. These Terms and Conditions will be governed by and interpreted in accordance with Canadian law. The courts in the Canadian province or territory in which the Primary Cardholder of a Visa Credit Card Account resides (or of Ontario, if he/she resides outside Canada) will have exclusive jurisdiction over any disputes arising in connection with Vacation Dollars and/or these Terms and Conditions.
22. Capitalized terms that are used and not defined in these Terms and Conditions will have the following meanings:
  - a. **Authorized User** has the meaning set out in your CIBC Cardholder Agreement
  - b. **Card** means a CIBC Vacationgold Visa\* Card.
  - c. **CIBC, us or we** means Canadian Imperial Bank of Commerce.
  - d. **CIBC Cardholder Agreement** means the cardholder agreement governing your Credit Card Account, as amended and replaced from time to time.
  - e. **Credit Card Account** has the meaning set out in your CIBC Cardholder Agreement.
  - f. **Good Standing** has the meaning set out in your CIBC Cardholder Agreement.
  - g. **including** means "including, but not limited to".
  - h. **Monthly Statement** means the monthly statement sent to the Primary Cardholder with respect to the Credit Card Account.
  - i. **Primary Cardholder** has the meaning set out in your CIBC Cardholder Agreement.
  - j. **Program** means the Vacationgold Rewards Program.
  - k. **Terms and Conditions** means this list of terms and conditions that apply to the Program.
  - l. **Vacation Dollars** means the rewards issued pursuant to the Program.
  - m. **Vacationgold Rebate Account** means the Vacation Dollars account linked to the Primary Cardholder's Credit Card Account.
  - n. **Website** means [cibc.com/CreditCardAgreements](http://cibc.com/CreditCardAgreements) or such other website address(es) that replace it.
  - o. **you** means a Primary Cardholder, or Authorized User, as applicable.