

TIM HORTONS NHL® HOCKEY CHALLENGE – 2020 STANLEY CUP QUALIFIERS™
OFFICIAL RULES AND REGULATIONS

1. CHALLENGE PERIOD:

The Tim Hortons NHL® Hockey Challenge – 2020 STANLEY CUP QUALIFIERS™ (the “**Challenge**”) starts at 5:00 a.m. Eastern Time (“**ET**”) on August 1, 2020 and ends at the scheduled start time ET of the last NHL® hockey game (a “**Game**”) on August 9, 2020 (the “**Challenge Period**”). Each “**Day**” of the Challenge Period begins at 5:00 a.m. ET, ends at the scheduled start time ET (see section 8, below) of the last NHL® hockey game scheduled for that Day, and will consist of a “**Daily Challenge Period**”.

2. ELIGIBILITY:

The Challenge is open to all legal residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence; or (ii) are thirteen (13) years of age or older, but under the legal age of majority in their province/territory of residence (each, a “**Minor**”) and have permission from their parent/legal guardian who has agreed, on such Minor’s behalf and on his/her own behalf, that each of them will be bound by these Official Rules and Regulations (the “**Rules**”). Despite the foregoing, employees, representatives or agents (and those domiciled with any such employee, representative or agent) of Tim Hortons Advertising and Promotion Fund (Canada) Inc. (the “**Sponsor**”) are not eligible to enter or participate nor win a Prize (defined below) in the Challenge.

NOTE TO MINORS: The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis or at any time and for any reason, to contact a Minor’s parent/legal guardian for the purposes of verifying his/her: (i) agreement that the Minor is to be legally bound by these Rules on the Minor’s behalf; (ii) consent to the Minor’s participation in this Challenge; and/or (iii) consent to the collection, use and disclosure of the Minor’s personal information (see below for details, including the Sponsor’s Privacy Policy). Failure of a Minor’s parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the applicable Minor.

3. AGREEMENT TO BE LEGALLY BOUND:

By participating in this Challenge, each participant (and, if a Minor, his/her parent or legal guardian) agrees to be bound by (i) these Rules; (ii) the official Tims Rewards program (“**Tims Rewards**”) Terms and Conditions (available at: <https://www.timhortons.ca/terms-conditions-rewards>); (iii) the Tim Hortons Mobile App (the “**App**”) Terms and Conditions; and, (iv) all decisions of the Sponsor and the independent Challenge organization, which are final in all respects.

4. THE TIM HORTONS APP AND TIMS REWARDS:

In order to participate in the Challenge and be eligible to receive a Prize (defined below), each participant must: (i) have or obtain a Tims Rewards account (an “**Account**”); and (ii) have downloaded or download the App, and sign in to his/her Account.

To register for an Account, visit the App or the Tims Rewards website at <https://www.timhortons.com/timsrewards/> (the “**Website**”) and follow the instructions. Downloading the App, accessing the Website and obtaining an Account is free of charge.

5. HOW TO PLAY:

NO PURCHASE NECESSARY. To participate in the Challenge, visit the App during a Daily Challenge Period to locate and open the Challenge page from the App’s home screen. Once open, participants will first be presented with a mathematical skill-testing question, which must be correctly answered without mechanical or other aid. If a participant fails to correctly answer the first skill-testing question presented, he/she will have the opportunity to answer an alternate skill-testing question, up to a maximum of four (4) skill-testing questions in total (and, if he/she fails to correctly answer at least one (1) of such skill-testing questions, he/she will not be eligible to participate in the Challenge). Upon providing a correct answer to the skill-testing question, participants will then be presented with a selection of NHL® hockey players (each, a “**Player**”) from varying NHL® teams (each, a “**Team**”). The number of and specific Players and Teams represented will be

determined by the Sponsor, in its sole and absolute discretion (for certainty, not all Players from Teams scheduled to play a Game during a Daily Challenge Period will be represented during such Daily Challenge Period). Each Player will be categorized within one (1) of three (3) groups (each, a “**Group**”). The allocation of Players to their respective Groups will be determined by the Sponsor in its sole and absolute discretion. Follow the on-screen instructions to review and select one (1) Player per Group (each, a “**Pick**”). For certainty, participants must complete three (3) Picks in total at a time, one (1) Pick per Group. Next, follow the on-screen instructions to submit your selected Picks.

Limit of three (3) Picks (one (1) Pick per Group) per Daily Challenge Period, per person and Account. The Players available to be selected as a Pick will decrease throughout each Daily Challenge Period as the scheduled start time of Games occur. At the scheduled start time of each Game during a Daily Challenge Period, as set out in section 8 below, each Player belonging to a Team that is playing such Game will no longer be made available as a Pick selection for the remainder of such Daily Challenge Period. Once selected Picks are submitted, such Picks cannot be changed and are final for the then current Daily Challenge Period (including, without limitation, even if a Pick is prevented from playing such Game due to injury, illness or for any other reason). Players available as a Pick selection at the start of each Daily Challenge Period will change throughout the Challenge Period and will be determined by the Sponsor in its sole and absolute discretion. To be eligible, Picks must be submitted and received in accordance with these Rules during a Daily Challenge Period. All Picks are subject to the participation conditions and requirements set out below.

6. PARTICIPATION CONDITIONS AND REQUIREMENTS:

If it is discovered by the Sponsor at any time (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits or restrictions stated in these Rules, or otherwise not complied with these Rules; (ii) use multiple Accounts, email addresses, names, identities, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter, select Picks or otherwise participate in or to disrupt the Challenge; and/or (iii) disrupt or participate in the Challenge in any other fraudulent or misleading way, then he/she may be disqualified from the Challenge and any Prize(s) won may be revoked all as determined by the Sponsor in its sole and absolute discretion, and without limiting the other remedies available to the Sponsor. The Sponsor, the National Hockey League Players’ Association (“**NHLPA**”), Hockey Ventures (Canada) Inc., the National Hockey League (“**NHL**”), its member teams, NHL Enterprises Canada, L.P., NHL Enterprises, L.P., NHL Enterprises B.V. and NHL Interactive CyberEnterprises, LLC (such foregoing NHL entities collectively, the “**NHL Entities**”), The TDL Group Corp., and each of their respective parent, affiliated and related companies, Tim Hortons franchisees/licensees, the advertising and promotion agencies of the Sponsor (collectively, “**Challenge Parties**”) and each of their respective agents, employees, representatives, officers, directors, members, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Accounts, Picks, Games, Goals (defined below), Prize notification messages, or any other Challenge-related information (collectively, “**Challenge-related Information**”), all of which are void. A Pick may be rejected if, in the sole and absolute discretion of the Sponsor, it is not submitted and received in accordance with these Rules. Standard data rates apply – please contact mobile service provider for pricing and service plan information and rates before mobile device participation.

BY PARTICIPATING IN THE CHALLENGE, YOU (AND, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) AGREE TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CHALLENGE AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE CHALLENGE. BY PARTICIPATING IN THE CHALLENGE, YOU (AND, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) ALSO AGREE THAT YOUR PICKS AND ALL OTHER ASPECTS OF YOUR PARTICIPATION IN THIS CHALLENGE (AND EACH INDIVIDUAL COMPONENT THEREOF) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) YOUR PARTICIPATION IN ANY CHALLENGE-RELATED ACTIVITIES; (II) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (III) IF DECLARED A WINNER, A PRIZE (INCLUDING ANY USE OR MISUSE OF SUCH PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU (AND, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND

INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CHALLENGE AND/OR AWARDING OF ANY PRIZE.

By participating in the Challenge, each participant hereby warrants and represents that any materials he/she submits are complete, accurate and comply with all applicable laws and will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party.

By participating in this Challenge, to the maximum extent permitted by applicable law each participant (and, if a Minor, his/her parent or legal guardian) agrees (and agrees to confirm in writing) and hereby: (i) releases the Released Parties from any and all liability, loss or damage that he/she may incur in connection with his/her participation in this Challenge and, if applicable, with respect to the awarding, receipt, possession and/or use or misuse of a Prize; (ii) agrees that, without limiting the generality of the foregoing and for greater certainty, under no circumstances will he/she be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, consequential, or any other damages; (iii) agrees that all causes of action arising out of or connected with this Challenge, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) agrees that any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

7. PRIZES AVAILABLE:

In connection with eligible Goals (defined below) scored by a participant's Pick(s) during a Daily Challenge Period, such participant will be eligible to win one (1) of the following prizes: (i) ten (10) Tims Rewards points; (ii) fifty (50) Tims Rewards points; or, (iii) seventy (70) Tims Rewards points (each, a "Prize"). For greater certainty, the foregoing Prize options (i.e. (i), (ii) and (iii)) are mutually exclusive.

Maximum of one (1) Prize per person and Account per Daily Challenge Period. Tims Rewards points have no cash value but are redeemable under the Tims Rewards program for rewards, in accordance with the Tims Rewards terms and conditions (which are subject to change). The approximate retail value of each Prize depends on the reward(s) obtained by the applicable Prize winner using Prize points, and will vary depending on the applicable redemption level and rewards options in effect at the time of redemption (for example, at the time of publishing these Rules, 70 Tims Rewards points may be redeemed by a registered Tims Rewards participant for an eligible brewed coffee or tea [ARV \$1.54 – \$2.19 CAD each], or eligible dream donut, bagel or baked good [ARV \$1.49 – \$2.29 CAD each], based on average menu item prices in Ontario excluding taxes). Points expire twelve (12) months after the calendar month in which they are earned. Full Tims Rewards Terms and Conditions are available at: <https://www.timhortons.ca/terms-conditions-rewards>.

Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option and as may be specifically permitted by Sponsor in its sole and absolute discretion. Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of a Prize or any component thereof; and (b) substitute a Prize or a component thereof for any reason, with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Each Prize winner is solely responsible for all costs not expressly described herein (including, without limitation, the cost of any menu item modifications that are excluded from the Tims Rewards program). If a confirmed winner does not utilize any part(s) of a Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place. Prizes may not be exactly as shown in promotional materials.

8. WINNER SELECTION AND NOTIFICATION:

If one (1) or more of a participant's Picks for a Daily Challenge Period score a goal during a Game held within such Daily Challenge Period (including goals scored during the Game's regular periods and overtime period(s), but excluding any shootout) (each, a "Goal"), the participant will be eligible to win a Prize as follows:

Goal(s) Scored	Prize Available (Mutually Exclusive)
1 Pick scores at least 1 Goal	10 Tims Rewards points
2 Picks each score at least 1 Goal	50 Tims Rewards points
3 Picks each score at least 1 Goal	70 Tims Rewards points

The Prizes available as outlined above are mutually exclusive. The odds of winning a Prize will vary throughout the Challenge Period, and will depend on the Players made available for selection as a Pick (as determined by the Sponsor, in its sole and absolute discretion), their respective allocations to a Group (as determined by the Sponsor, in its sole and absolute discretion), a participant's timing and selection of Picks, and the number of eligible Goals scored by a participant's Picks during a Daily Challenge Period.

If a participant is eligible to win a Prize as set out above, his/her Prize will be automatically allocated (subject to such Participant's compliance with these Rules, including without limitation, section 9 below) to his/her Account in the App within the two (2) business days following the Daily Challenge Period in which the corresponding Goal(s) were scored, as follows:

Daily Challenge Period	Game	Scheduled Start Time	Winner Notification
August 1, 2020	New York Rangers vs. Carolina Hurricanes	12:00 p.m. ET	August 4, 2020
	Chicago Blackhawks vs. Edmonton Oilers	3:00 p.m. ET	
	Florida Panthers vs. New York Islanders	4:00 p.m. ET	
	Montreal Canadiens vs. Pittsburgh Penguins	8:00 p.m. ET	
	Winnipeg Jets vs. Calgary Flames	10:30 p.m. ET	
August 2, 2020	Arizona Coyotes vs. Nashville Predators	2:00 p.m. ET	August 4, 2020
	Philadelphia Flyers vs. Boston Bruins	3:00 p.m. ET	
	St. Louis Blues vs. Colorado Avalanche	6:30 p.m. ET	
	Columbus Blue Jackets vs. Toronto Maple Leafs	8:00 p.m. ET	
	Minnesota Wild vs. Vancouver Canucks	10:30 p.m. ET	
August 3, 2020	New York Rangers vs. Carolina Hurricanes	12:00 p.m. ET	August 5, 2020
	Winnipeg Jets vs. Calgary Flames	2:30 p.m. ET	
	Washington Capitals vs. Tampa Bay Lightning	4:00 p.m. ET	
	Dallas Stars vs. Vegas Golden Knights	6:30 p.m. ET	
	Montreal Canadiens vs. Pittsburgh Penguins	8:00 p.m. ET	
	Chicago Blackhawks vs. Edmonton Oilers	10:30 p.m. ET	
August 4, 2020	Florida Panthers vs. New York Islanders	12:00 p.m. ET	August 6, 2020
	Arizona Coyotes vs.	2:30 p.m. ET	

Daily Challenge Period	Game	Scheduled Start Time	Winner Notification
	Nashville Predators		
	Columbus Blue Jackets vs. Toronto Maple Leafs	4:00 p.m. ET	
	Calgary Flames vs. Winnipeg Jets	6:45 p.m. ET	
	Carolina Hurricanes vs. New York Rangers	8:00 p.m. ET	
	Minnesota Wild vs. Vancouver Canucks	10:45 p.m. ET	
August 5, 2020	New York Islanders vs. Florida Panthers	12:00 p.m. ET	August 7, 2020
	Nashville Predators vs. Arizona Coyotes	2:30 p.m. ET	
	Tampa Bay Lightning vs. Boston Bruins	4:00 p.m. ET	
	Colorado Avalanche vs. Dallas Stars	6:30 p.m. ET	
	Pittsburgh Penguins vs. Montreal Canadiens	8:00 p.m. ET	
	Edmonton Oilers vs. Chicago Blackhawks	10:30 p.m. ET	
August 6, 2020	Vegas Golden Knights vs. St. Louis Blues	TBD	August 10, 2020
	Vancouver Canucks vs. Minnesota Wild	TBD	
	Calgary Flames vs. Winnipeg Jets	TBD	
	Washington Capitals vs. Philadelphia Flyers	TBD	
	Carolina Hurricanes vs. New York Rangers	TBD	
	Toronto Maple Leafs vs. Columbus Blue Jackets	TBD	
August 7, 2020	Edmonton Oilers vs. Chicago Blackhawks	TBD	August 11, 2020
	Nashville Predators vs. Arizona Coyotes	TBD	
	Vancouver Canucks vs. Minnesota Wild	TBD	
	Pittsburgh Penguins vs. Montreal Canadiens	TBD	
	New York Islanders vs. Florida Panthers	TBD	
	Toronto Maple Leafs vs. Columbus Blue Jackets	TBD	
August 8, 2020	Vegas Golden Knights vs. Colorado Avalanche	TBD	August 11, 2020
	Chicago Blackhawks vs. Edmonton Oilers	TBD	
	Winnipeg Jets vs. Calgary Flames	TBD	

Daily Challenge Period	Game	Scheduled Start Time	Winner Notification
	Philadelphia Flyers vs. Tampa Bay Lightning	TBD	
	Montreal Canadiens vs. Pittsburgh Penguins	TBD	
	New York Rangers vs. Carolina Hurricanes	TBD	
August 9, 2020	Dallas Stars vs. St. Louis Blues	TBD	August 11, 2020
	Arizona Coyotes vs. Nashville Predators	TBD	
	Minnesota Wild vs. Vancouver Canucks	TBD	
	Boston Bruins vs. Washington Capitals	TBD	
	Florida Panthers vs. New York Islanders	TBD	
	Columbus Blue Jackets vs. Toronto Maple Leafs	TBD	

IMPORTANT NOTE: The Sponsor reserves the right, subject only to the approval of the Régie des alcools des courses et des jeux (“Régie”) in Quebec, to adjust the schedule above throughout the Challenge Period in the event that a Game or Games are rescheduled. In respect of Scheduled Start Times that are listed as TBD in the table above, please consult <https://www.nhl.com/schedule> for updates as they become available. In the event that a scheduled Game is cancelled or cannot be completed as originally contemplated at the start of the Challenge Period for any reason (including, without limitation, due to health risks or any governmental or health authority orders, measures, directives or guidance in response to such illness or risks, such as those that may be implemented to mitigate COVID-19 transmission, or due to any other cause of any kind or nature whatsoever), no corresponding Prizes for such Game will be awarded. In the event that a scheduled Game is postponed or re-scheduled for any reason (including, without limitation, the reasons set out above), the Sponsor reserves the right, at Sponsor’s option and in its sole and absolute discretion, to either modify a Daily Challenge Period to accommodate such postponed or re-scheduled Game or not to award any Prizes corresponding with such Game. The Released Parties shall be released of all liability in connection with any such changes to the Prizes in connection with Games that are re-scheduled, postponed, cancelled or cannot be completed as originally contemplated at the start of the Challenge Period, as set out above.

9. WINNER CONFIRMATION:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. By participating in the Challenge and accepting a Prize, the applicable winner (and, if the winner is a Minor, his/her parent or legal guardian): (i) confirms that he/she has read, understood and is in compliance with these Rules; (ii) grants all consents required, and authorizes the Challenge Parties to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and province/territory of residence, and any other likeness, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of the Prize, in any type of media worldwide and in perpetuity; (iii) accepts the applicable Prize as awarded; and (iv) releases the Released Parties from any and all liability in connection with this Challenge, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof.

Once confirmed as a winner in accordance with these Rules, a participant’s applicable Prize will be deposited by the Sponsor into his/her Account. Completing the winner confirmation process is the sole responsibility of each eligible Prize winner. If an eligible winner’s Account is cancelled, deactivated, or if a Prize notification or Prize is undeliverable for any other reason, such Prize will be forfeited.

10. VERIFICATION

All participants and Challenge-related Information 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 compliance with these Rules (including, without limitation, 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 Challenge; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Challenge-related Information submitted or received (or purportedly submitted or received) for the purposes of this Challenge; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Challenge in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Challenge will be the Sponsor's Challenge server machine(s). All information requested by and/or supplied to the Sponsor for the purpose of the Challenge must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any participant should the Sponsor deem (at its sole and absolute discretion) that such a participant at any stage supplied untruthful, incomplete, inaccurate or misleading information (as determined by the Sponsor in its sole and absolute discretion).

11. GENERAL RULES

This Challenge is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Challenge are final and binding on all participants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

All Challenge-related Information is, or becomes (as applicable), the property of the Sponsor and, as applicable, no Challenge-related Information will be returned. The Released Parties will not be liable for: (i) any failure, error or malfunction of the App, Website, a participant's Account, or any other website or platform during the Challenge; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Pick, Goal, winner notification, e-mail and/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 a participant's or any other person's computer or other device related to or resulting from participating in the Challenge; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; (vi) any Picks or Goals being incorrectly and/or mistakenly identified; (vii) any Game being cancelled, postponed, re-scheduled or not completed; and/or (viii) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to cancel, withdraw, amend or suspend the Challenge (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Challenge as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to deliberately damage the App, Website or any website or to undermine the legitimate operation of the Challenge in any way (as determined by Sponsor in its sole and absolute discretion) may be 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, subject only to the approval of the Régie in Québec, to cancel, amend or suspend the Challenge, 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. Sponsor is not responsible if a participant is unable to access the App on their mobile device, or other device. Should it be discovered that a participant is using the aid of computer software programs to auto-fill information, that participant will be immediately disqualified from the Challenge. The Sponsor reserves the right to disqualify all such participants from future Challenges conducted by the Sponsor without further notice.

The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to adjust any of the dates, timeframes and/or other Challenge mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any participant and/or other information 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 Challenge as contemplated in these Rules, or for any other reason.

In the event of a dispute between participants as to who submitted a Pick, the Pick shall be deemed submitted by the “authorized account holder” of the Account associated with the Pick at the time it was submitted. In the event of a dispute between participants as to who is the holder of an Account, such Account shall be deemed to be held by the “authorized account holder” of the e-mail address submitted at the time of registration. “Authorized e-mail account holder” is defined as the natural person to whom an e-mail address is assigned by an Internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A participant may be required to provide proof (in a form acceptable to the Sponsor) that he/she is the authorized account holder of the e-mail address submitted with the Account in question.

If due to online, software, internet, computer or other error of any kind, more Prizes are awarded or claimed than intended to be distributed or awarded according to these Rules (at any prizing level), then, in addition to having the right to terminate the Challenge immediately, subject only to the approval of the Régie des alcools, des courses et des jeux (the “Régie”) in Quebec, the Sponsor reserves the right to invalidate and revoke all such erroneously claimed or awarded Prizes. In no event will the Sponsor be liable to award more than the number of Prizes (at any prizing level) than as provided in these Rules and in accordance with these Rules.

FOR RESIDENTS OF QUÉBEC ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Challenge, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Challenge and in accordance with Sponsor’s privacy policy, available at <https://www.timhortons.com/ca/en/privacy.php>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information (including without limitation as occurs in connection with Tims Rewards). Without limiting the generality of the foregoing and for greater certainty, by entering the Challenge, each participant (and, if a Minor, his/her parent or legal guardian) consents to being contacted by Sponsor for Challenge-related purposes, which includes but is not limited to Prize eligibility notifications and prize claim reminder notifications.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Challenge-related materials, including, but not limited to, the French version of these Rules, the App, the Website, point of sale, television, print, radio, digital, online, any other type of advertising or communications (including without limitation the abbreviated version of these Rules that appear on such advertising or other types of communications), and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law. Without limiting the generality of the foregoing, in the event the Sponsor becomes aware of any such discrepancy or inconsistency, the Sponsor will place a correction notice on the Website or within the App.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Challenge will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to the Challenge.

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