

**TIM HORTONS 2020 ROLL UP THE RIM TO WIN® CONTEST**  
**OFFICIAL RULES AND REGULATIONS**

**1. CONTEST PERIOD:**

The Tim Hortons 2020 Roll Up the Rim to Win Contest (the “**Contest**”) starts at 12:00:01 a.m. Eastern Time (ET) on March 11, 2020 and ends on April 7, 2020 at 11:59:59 p.m. ET (the “**Contest Period**”).

The Contest Period will consist of two (2) separate participation periods, the paper cup roll period (the “**Paper Cup Roll Period**”) and the digital roll period (the “**Digital Roll Period**”) as outlined in the following table:

Participation Period	Open (12:00:01 a.m. ET)	Close (11:59:59 p.m. ET)
Paper Cup Roll Period	March 11, 2020	April 7, 2020 or once Cup (defined below) supplies are depleted (Cup supplies are projected to be depleted on March 25, 2020, but will vary per restaurant; you may contact your local restaurant regarding Cup supplies before visiting or ordering), whichever occurs first.
Digital Roll Period	March 11, 2020	April 7, 2020

**2. ELIGIBILITY:**

The Contest is open to all 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**”), The TDL Group Corp., their parent, affiliated and related companies, Tim Hortons franchisees/licensees, the consulting, advertising and promotion agencies of the Sponsor and/or the independent contest organization (collectively, the “**Contest Parties**”), are not eligible to enter or participate nor win a Prize (defined below) in the Contest. Employees, representative or agents of Tim Hortons franchisees/licensees as described in this paragraph are limited to those employees, representatives or agents who are providing services in any way to Tim Hortons Restaurant(s). The Contest is not open and void where prohibited by law.

**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 Contest; 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. To be eligible to claim a Prize (defined below), a claimant must have reached the legal age of majority in his/her province/territory of residence. In the event a Minor has received a potential Prize winner notification, he/she is permitted to transfer such Prize to his/her parent or legal guardian, who will then be considered the eligible claimant (subject to compliance with these Rules).

**IMPORTANT NOTE RE: DIGITAL ROLLS:** In order to be eligible to receive a Digital Roll (defined below) (and, for greater certainty, an entrant does not have to comply with the requirements outlined in this paragraph in order to be eligible to receive a Cup, which includes a Paper Cup Roll [as respectively defined below]), each entrant must have or obtain a physical Tims Rewards card (a “**Physical Card**”, available while supplies last at local participating Tim Hortons restaurants) or a digital Tims Rewards card (a “**Digital Card**”, available via the Tim Hortons Mobile App (the “**App**”) or by downloading and adding to a smartphone the digital wallet card available via [www.timhortons.ca](http://www.timhortons.ca)). In order to reveal a Digital Roll (defined below), each entrant must also have or obtain a Tims Rewards account (an “**Account**”) enrolled with his/her Physical Card or Digital Card (either via the App or the Tims Rewards website <https://www.timhortons.com/timsrewards/> (the “**Website**”). By accessing and using a Digital Card through the App or the Website, entrants will automatically be registered for an Account enrolled with his/her Digital Card. To enroll a Physical Card with an Account, an entrant must be registered, or register, for a

Tim's Rewards Account by following the instructions provided on the Website or the App, and enroll the Physical Card with his/her Account. Downloading the App, accessing the Website and obtaining a Physical Card, Digital Card and Account is free of charge.

### 3. AGREEMENT TO BE LEGALLY BOUND:

By participating in this Contest, each entrant (and, if a Minor, his/her parent or legal guardian) agrees to be bound by (i) these Rules; (ii) if such entrant participates using his/her Physical Card or Digital Card, the official Tim's Rewards program ("**Tim's Rewards**") Terms and Conditions (available at: <https://www.timhortons.ca/>); and, (iii) all decisions of the Sponsor and the independent contest organization, which are final in all respects.

### 4. HOW TO PLAY:

#### RECEIVING ROLLS

Each guest at participating Tim Hortons locations in Canada who purchases any one (1) small (10 oz), medium (15 oz), large (20 oz), or extra-large (24 oz) hot beverage (excluding espresso shots) (each, an "**Eligible Beverage**") without using a reusable cup (collectively, an "**Eligible Paper Cup Purchase**"): (i) during the Paper Cup Roll Period may receive one (1) specially marked Tim Hortons 10, 15, 20, or 24 oz hot drink take-out contest cup (each, a "**Cup**") containing a roll (each, a "**Paper Cup Roll**"), while supplies last; and (ii) during the Digital Roll Period, if the Eligible Paper Cup Purchase is completed using his/her Physical Card or Digital Card, such guest will receive one (1) digital roll that will be made available via his/her Account on the App or the Website (each, a "**Digital Roll**") (Paper Cup Rolls and Digital Rolls are collectively referred to as the "**Rolls**"). For greater certainty, a guest who uses his/her Physical Card or Digital Card during an Eligible Paper Cup Purchase transaction during the Digital Roll Period will receive up to two (2) Rolls (one (1) Paper Cup Roll if the Eligible Paper Cup Purchase is completed during the Paper Cup Roll Period and one (1) Digital Roll if the Eligible Paper Cup Purchase is completed using his/her Physical Card or Digital Card). There is a limit of two (2) Rolls (one (1) Paper Cup Roll and one (1) Digital Roll) per Eligible Paper Cup Purchase; however, multiple Eligible Paper Cup Purchases and Reusable Cup Purchases (defined below) may be made in a single transaction.

During the Digital Roll Period, each guest at participating Tim Hortons locations in Canada who purchases an Eligible Beverage using a reusable cup and using his/her Physical Card or Digital Card (collectively, an "**Eligible Reusable Cup Purchase**") (Eligible Paper Cup Purchases and Eligible Reusable Cup Purchases are collectively referred to as "**Eligible Beverage Purchases**") will receive three (3) Digital Rolls (NOTE: an in-restaurant porcelain cup qualifies as a reusable cup for an Eligible Reusable Cup Purchase). There is a limit of three (3) Digital Rolls per Eligible Reusable Cup Purchase; however, multiple Eligible Reusable Cup Purchases and, as applicable during the Paper Cup Roll Period, Eligible Paper Cup Purchases may be made in a single transaction.

**NO PURCHASE NECESSARY.** To participate in the Contest without making an Eligible Beverage Purchase, please send a FREE request (a "**Roll Request**") in writing, including: (a) your first name, last name and email address to: Tim Hortons RUTR 2020 Contest, PO Box 12231, Saint John, NB E2L 5E7. Your Roll Request must be postmarked during the Digital Roll Period and received by April 14, 2020. Upon receipt of a Roll Request in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion), an entrant will receive three (3) Digital Rolls via an email (to the email address the entrant provided as part of his/her Roll Request) that includes a unique URL (a "**Unique Roll(s) Link**") that the entrant must click-on, and then the entrant must follow the on-screen instructions to access the Digital Rolls via his/her Account. In place of receiving three (3) Digital Rolls, an entrant may request within his/her Roll Request to receive one (1) Cup with a Paper Cup Roll and one (1) Digital Roll (the "**Paper Cup Option**"). To be eligible, a Roll Request for the Paper Cup Option must include a postage paid, self-addressed return envelope, and be postmarked before the end of the Paper Cup Roll Period and received by April 14, 2020. Upon receipt of a Roll Request for the Paper Cup Option in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion), the entrant will receive one (1) Cup (S/M/L/XL Cup size to be selected by the Sponsor at its sole and absolute discretion) via the return envelope provided while supplies last, and one (1) Digital Roll via a Unique Roll(s) Link that the entrant must click-on, and then the entrant must follow the on-screen instructions to access the Digital Roll via his/her Account. Roll Requests that do not indicate a request for the Paper Cup Option, or that include a request for the Paper Cup Option but that are not postmarked before the end of the Paper Cup Roll Period, but are otherwise submitted in accordance with the requirements for an eligible Roll Request (as determined by the Sponsor in its sole

and absolute discretion) will only be eligible to receive three (3) Digital Rolls. Roll Requests that do not indicate an email address, but that are otherwise submitted in accordance with the requirements for an eligible Paper Cup Option Roll Request (as determined by the Sponsor in its sole and absolute discretion) will only be eligible to receive one (1) Cup via the return envelope provided, while supplies last. The Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, improperly accessed, late or destroyed Roll Requests, Cups or Unique Roll(s) Links. Limit of one (1) Roll Request per envelope with sufficient postage. No mechanical reproductions of requests permitted.

To participate in the Contest without completing an Eligible Beverage Purchase or Roll Request, the first time an eligible entrant visits the App or Website signed in to his/her Account during the Contest Period will automatically receive one (1) Digital Roll and one (1) entry into the applicable Draw Prize draw.

#### REVEALING PAPER CUP ROLLS

After receiving a Cup, an entrant may complete the corresponding Paper Cup Roll by rolling up the Cup rim (each, a **"Rim"**) to reveal a "WIN" or "Please Play Again on the App" message printed on the RIM tab (each, a **"Rim Tab"**). A "WIN" message will describe the specific Instant Cup Prize (defined below) available to be won, upon which the entrant will have the opportunity to claim the applicable Instant Cup Prize in accordance with these Rules (including without limitation the instructions provided below). Potentially winning Rim Tabs must include the entire prize message (see below for details) printed under the Rim (and for greater certainty and the avoidance of doubt, a potentially winning Rim Tab for a Tim Card Instant Cup Prize must include the applicable 9-digit PIN Code). Sponsor reserves the right, in its sole discretion, to reject any potentially winning Rim Tab if the prize message is not legibly presented in its entirety. Potentially winning Rim Tabs are not transferable (except as specifically provided herein) nor convertible to cash. For certainty, potentially winning Rim Tabs for Tim Card Instant Cup Prizes and/or the included 9-digit PIN Codes must not be posted online, nor otherwise shared (except as specifically provided herein in connection with a Tim Card Instant Cup Prize claim).

All "Winning" Rim Tabs for Non-Coffee and Food Instant Cup Prizes (defined below) have been individually inspected, produced and confirmed to be completely legible. Liability for irregular, illegible or blank Rim Tabs is limited to replacement with another Cup, while supplies last. It is extremely rare to receive an irregular, illegible or blank Rim Tab, but should it occur, it could only be for a mass-produced Coffee and Food Instant Cup Prize (defined below) or "Please Play Again on the App" Rim Tab message. If this should occur, return the irregular, illegible or blank Rim Tab (see above for address) during the Paper Cup Roll Period and it will be replaced with a new Cup, while supplies last.

#### REVEALING DIGITAL ROLLS

After receiving a Digital Roll, an entrant may open the App or Website (i.e. logged in to his/her Account that was [as applicable depending on how the entrant obtained the Digital Roll]: (i) enrolled with his/her applicable Physical Card and/or Digital Card used in connection with an Eligible Beverage Purchase; (ii) used to access a Unique Roll(s) Link; or (iii) used to sign up to register for an Account during the Contest Period) and follow the on-screen instructions to either: (i) click or tap to "Roll up" the cup presented and reveal whether the Digital Roll contains a "WIN" or "\$100,000 Draw Prize Entry" message (and for greater certainty and the avoidance of doubt each Digital Roll will result in either a potential Instant Digital Prize winner notification or an entry into the applicable Draw Prize draw, not both); or, (ii) send the Digital Roll (or the Digital Roll plus one (1) or more other Digital Rolls he/she previously received) to one (1) Friend (defined below) or Family Member (defined below) (upon receipt, such Friend or Family Member must log in to his/her Account, and then follow the on-screen instructions to click or tap to "Roll up" the cup presented and reveal whether the Digital Roll contains a "WIN" or "\$100,000 Draw Prize Entry" message). A "WIN" message will describe the specific Instant Digital Prize (defined below) available to be won, upon which the entrant will have the opportunity to claim the applicable Instant Digital Prize in accordance with these Rules (including without limitation the instructions provided below). Each entrant who receives a "\$100,000 Draw Prize Entry" message will earn one (1) entry into the applicable Draw Prize draw (as set out below).

All Digital Rolls must be revealed before April 21, 2020 at 11:59:59 p.m. ET (the **"Digital Roll Deadline"**). Any Digital Roll(s) not revealed by the Digital Roll Deadline (as determined by the Sponsor in its sole and absolute discretion on the basis of its official records) will be forfeited. Contest entrants who are not registered for an Account enrolled with his/her

applicable Digital Card or Physical Card at the time of completing an Eligible Beverage Purchase or Roll Request (in accordance with these Rules, as determined by the Sponsor in its sole and absolute discretion) may register for an Account at any time prior to the Digital Roll Deadline to reveal or share his/her Digital Roll(s) in accordance with these Rules.

IMPORTANT NOTE: Digital Rolls cannot be sold, traded or redeemed for cash. An entrant may only send a Digital Roll to a Friend or Family Member by following on-screen on the App or Website instructions (pursuant to which the entrant will send his/her Friend or Family Member a unique URL via text, email or other method). A entrant may only send a Digital Roll to: (i) a family member to whom he/she is related by marriage, a common-law partnership, or parent-child relationship, and with whom he/she has had a direct voluntary two way communications (a **"Family Member"**); OR (ii) a friend with whom he/she has had direct voluntary two way communications and with whom it is reasonable to conclude he/she has had a personal relationship considering shared interest, experience, opinions and other relevant factors (a **"Friend"**). Each entrant is solely responsible for ensuring that a Digital Roll is only sent to a Friend or Family Member in compliance with these Rules (including without limitation the Contest eligibility criteria); Digital Rolls must not be sent to any other class of individuals. Digital "WIN" messages must not be posted online, nor otherwise shared (except as specifically provided herein in connection with a prize claim).

## 5. CUPS AVAILABLE:

A minimum of 81,869,520 Cups will available at the start of the Contest Period. Cups will be available for distribution until the end of the Paper Cup Roll Period. It is anticipated, based on estimated distribution, that Cups will be distributed within five (5) regions (each, a **"Region"**), as follows:

REGION	APPROX. GEOGRAPHIC AREA (CANADA)	APPROX. NO. OF CUPS
1	British Columbia	6,542,520
2	Alberta, Saskatchewan, Manitoba, Northwest Territories, Yukon & Nunavut	14,147,400
3	Ontario	41,300,520
4	Québec	10,418,280
5	Atlantic Provinces	9,460,800

## 6. PRIZES AVAILABLE

### INSTANT CUP PRIZES

A total of 9,122,117 instant cup prizes are available to be won at the beginning of the Contest Period in relation to Paper Cup Rolls (each, an **"Instant Cup Prize"**), as follows:

- a) 9,096,887 Coffee and Food Instant Cup Prizes (collectively, the **"Coffee and Food Instant Cup Prizes"**), ARV \$0.99 – \$5.89 CAD each. "WIN" Rim Tabs are for the following Coffee and Food Instant Cup Prizes: (i) 6,433,929 coffee prizes, ARV \$1.29 – \$5.89 CAD each (winner has the choice of any size hot beverage, including modifications); (ii) 2,274,153 classic donut prizes, ARV \$0.99 - \$3.29 CAD each (winner has the choice of any single muffin, cookie or classic donut) or (iii) 388,805 Dream Donut prizes, ARV \$1.99 – \$2.99 CAD each.
- b) 25,000 \$25 CAD Tim Card Gift Card Instant Cup Prizes (collectively, the **"Tim Card Instant Cup Prizes"**).
- c) 50 40,000 AIR MILES<sup>®</sup> Reward Miles Instant Cup Prizes (collectively, the **"AIR MILES Reward Miles Instant Cup Prizes"**). Each AIR MILES Rewards Miles Instant Cup Prize consists of 40,000 AIR MILES Reward Miles.
- d) 75 \$1,000 CAD CIBC Prepaid Card Instant Cup Prizes, (collectively, the **"CIBC Prepaid Card Instant Cup Prizes"**).
- e) 100 Samsung 55" 4K UHD HDR LED Tizen Smart TV (Model UN55NU6900) Instant Cup Prizes (collectively, the **"Samsung TV Instant Cup Prizes"**), ARV \$599.99 CAD each.
- f) 5 2020 Hyundai IONIQ Vehicle Instant Cup Prizes (collectively, the **"Hyundai Vehicle Instant Cup Prizes"**).

Each Hyundai Vehicle Instant Cup Prize consists of one (1) 2020 Hyundai IONIQ Electric vehicle, ARV \$49,984 CAD (including an electric home charger, freight and PDI, but excluding applicable taxes, if any).

The total approximate retail value of all Instant Cup Prizes is \$15,598,767 CAD (based in part on average Coffee and Food Instant Cup Prizes in Ontario). The total number of Instant Cup Prizes available to be won will decrease throughout the Contest as Cups are distributed and Instant Cup Prizes are claimed in accordance with these Rules.

#### INSTANT DIGITAL PRIZES

A total of 8,375,178 instant digital prizes are available to be won at the beginning of the Contest Period in relation to Digital Rolls (each, an **"Instant Digital Prize"**), as follows:

- a) 8,354,948 Coffee and Food Instant Digital Prizes (collectively, the **"Coffee and Food Instant Digital Prizes"**), ARV \$0.99 – \$5.89 CAD each. "WIN" Rim Tabs are for the following Coffee and Food Instant Digital Prizes: (i) 5,848,464 coffee prizes at \$1.29 - \$5.89 CAD each (winner has the choice of any size hot beverage, including modifications); (ii) 2,088,737 classic donut prizes, ARV\$0.99 - \$3.29 CAD each (winner has the choice of any single muffin, cookie or classic donut ) or (iii) 417,747 Dream Donut prizes, ARV\$1.99 - \$2.99 CAD each.
- b) 20,000 \$25 CAD Tim Card Gift Card Instant Digital Prizes (collectively, the **"Tim Card Instant Digital Prizes"**).
- c) 50 40,000 AIR MILES<sup>®</sup>† Reward Miles Instant Digital Prizes (collectively, the **"AIR MILES Reward Miles Instant Digital Prizes"**). Each AIR MILES Rewards Miles Instant Digital Prize consists of 40,000 AIR MILES Reward Miles.
- d) 75 \$1,000 CAD CIBC Prepaid Card Instant Digital Prizes (collectively, the **"CIBC Prepaid Card Instant Digital Prizes"**).
- e) 100 Samsung 55" 4K UHD HDR LED Tizen Smart TV (Model UN55NU6900) Instant Digital Prizes (collectively, the **"Samsung TV Instant Digital Prizes"**), ARV \$599.99 CAD each.
- f) 5 2020 Hyundai IONIQ Vehicle Instant Digital Prizes (collectively, the **"Hyundai Vehicle Instant Digital Prizes"**). Each Hyundai Vehicle Instant Digital Prize consists of one (1) 2020 Hyundai IONIQ Electric vehicle, ARV \$49,984 CAD (including an electric home charger, freight and PDI but excluding applicable taxes, if any).

The total approximate retail value of all Instant Digital Prizes is \$14,317,382 CAD (based in part on average Coffee and Food Instant Digital Prizes in Ontario). The total number of Instant Digital Prizes available to be won will decrease as they are revealed and claimed in accordance with these Rules.

#### DIGITAL DRAW PRIZES

A total of four (4) digital Draw Prizes are available to be won at the beginning of the Contest Period (each, a digital **"Draw Prize"**). Each digital Draw Prize consists of a \$100,000 CAD cash prize.

The total value of all Digital Draw Prizes is \$400,000 CAD. The number of Digital Draw Prizes available to be won will decrease as they are claimed in accordance with these Rules.

The following terms and conditions apply to all Tim Card Instant Cup Prizes and Tim Card Instant Digital Prizes: (i) Tim Card Instant Cup Prizes and Tim Card Instant Digital Prizes must be accepted as awarded (and are subject to the terms and conditions of the issuer) in the form solely decided upon by the Sponsor on the basis of the applicable claim option exercised by the Prize claimant (see below for details); and (ii) no interest will be paid on any Tim Card Instant Cup Prize or Tim Card Instant Digital Prize.

The following terms and conditions apply to all AIR MILES Reward Miles Instant Cup Prizes and AIR MILES Reward Miles Instant Digital Prizes:

(i) the approximate retail value of each AIR MILES Reward Miles Instant Cup Prize and AIR MILES Reward Miles Instant Digital Prize depends on the chosen method of redemption, available Reward options at the time of redemption, and the set preference between AIR MILES Cash and AIR MILES Dream Accounts. If redeemed with AIR MILES Cash, 95 Cash Miles can be used in-store for \$10 CAD towards purchases at participating AIR MILES Partners or 95 Cash Miles can be used online for eVouchers for \$10 CAD worth of value at participating Reward Partners. If redeemed for flights (12 00 Reward Mile minimum required for flight redemption), value depends on destination chosen, date of travel and use of multiple carriers or suppliers. For example, one return economy flight in low season departure from Toronto, Ontario to Winnipeg, Manitoba is 2000 AIR MILES Reward Miles and has an approximate value of \$525 CAD excluding taxes. Winner must pay applicable taxes, related transportation fees, governmental levies, excess baggage and other non-ticket costs. The value of AIR MILES Reward Miles used for non-flight Reward options depends on Reward options in effect at the time of redemption. Each AIR MILES Reward Miles Instant Cup Prize and AIR MILES Reward Miles Instant Digital Prize is subject to the terms and conditions of the AIR MILES Reward Program as amended from time to time. Each AIR MILES Reward Miles Instant Cup Prize and AIR MILES Reward Miles Instant Digital Prize is not transferable or convertible to cash and must be accepted as awarded.

(ii) if a potential winner of an AIR MILES Reward Miles Instant Cup Prize or an AIR MILES Reward Miles Instant Digital Prize is not an AIR MILES Collector, he/she may enroll in the AIR MILES Reward Program by visiting [airmiles.ca](http://airmiles.ca). By enrolling to become an AIR MILES Collector, you agree to be bound by the terms and conditions of the AIR MILES Reward Program as amended from time to time. Becoming an AIR MILES Collector is free of charge.

(iii) Each AIR MILES Reward Miles Instant Cup Prize and AIR MILES Reward Miles Instant Digital Prize will be posted directly into the applicable AIR MILES Collector Account of the confirmed winner within fourteen (14) business days after he/she is confirmed as a winner. To help ensure that the winner receives the AIR MILES Reward Miles Instant Cup Prize or AIR MILES Reward Miles Instant Digital Prize (as applicable) in his or her preferred balance, winner should ensure his or her balance preferences (AIR MILES Cash Account and AIR MILES Dream Account) are set as desired prior to the Prize being posted in his/her Collector Account.

(iv) All Rewards offered are subject to the Terms and Conditions of the AIR MILES Reward Program, are subject to change and may be withdrawn without notice. To use Miles for Travel Rewards, you must have accumulated sufficient Dream Miles in your Collector Account. Some restrictions may apply. Collectors must pay applicable surcharges, fees, and taxes on air travel Rewards. Travel Rewards may be subject to a minimum advance booking and availability from participating Suppliers. No cancellations or refunds on tickets once booked. Changes to flight tickets may be permitted, subject to applicable restrictions and fees. For complete details, see current Program Terms and Conditions available at [airmiles.ca](http://airmiles.ca).

The following terms and conditions apply to all CIBC Prepaid Card Instant Cup Prizes and CIBC Prepaid Card Instant Digital Prizes: (i) CIBC Prepaid Card Instant Cup Prizes and CIBC Prepaid Card Instant Digital Prizes must be accepted as awarded (and are subject to the terms and conditions of the issuer) in the form solely decided upon by the Sponsor; and, (ii) additional terms and conditions of usage applicable to the CIBC Prepaid Cards apply (please see applicable CIBC Prepaid Card for terms and conditions of usage).

The following terms and conditions apply to all Hyundai Vehicle Instant Cup Prizes and Hyundai Vehicle Instant Digital Prizes: (i) each winner will be required to provide proof of a valid drivers' license, satisfactory insurance and must be legally eligible to drive (as determined by the Sponsor in its sole and absolute discretion); (ii) in the event a winner does not have a valid drivers' license, satisfactory insurance or is not legally eligible to drive (as determined by the Sponsor at its sole discretion), such winner may be permitted to transfer the Hyundai Vehicle Instant Cup Prize or Hyundai Vehicle Instant Digital Prize, as applicable, to his/her spouse, parent, sibling, child or legal guardian (who must have reached the legal age of majority in his/her jurisdiction of residence), who will then be considered the eligible claimant; (iii) a winner who is a resident of Canada may substitute his/her Hyundai Vehicle Instant Cup Prize or Hyundai Vehicle Instant Digital Prize, as applicable (consisting of one (1) Hyundai IONIQ Electric vehicle) for a 2020 Hyundai IONIQ Hybrid vehicle, ARV \$35,249 CAD (including freight and PDI, but excluding applicable taxes, if any), and (iv) if a winner opts to substitute his/her Hyundai Vehicle Instant Cup Prize or Hyundai Vehicle Instant Digital Prize for a 2020 Hyundai IONIQ Hybrid vehicle as set out above, under no circumstances whatsoever will any difference in value between such Hyundai Vehicle Instant Cup Prize or Hyundai Vehicle Instant Digital Prize and the 2020 Hyundai IONIQ Hybrid vehicle be awarded.

Without limiting the foregoing, the following general terms and conditions apply to all Instant Cup Prizes, Instant Digital Prizes and Digital Draw Prizes (each a **"Prize"** and collectively the **"Prizes"**): (i) all values set above are based on approximate prize values in Canada at the time of printing of these Rules (approximate retail value of the Coffee and Food Instant Cup Prizes and Coffee and Food Instant Digital Prizes is calculated based on lowest retail price of medium coffee, lowest retail price of Dream Donut and lowest retail price of classic donut/cookie/muffin within each regional allocation); (ii) all characteristics and features of each Prize, except as otherwise explicitly stated above, will be determined by the Sponsor in its sole and absolute discretion; (iii) each Prize must be accepted as awarded and is not transferable, assignable or (as applicable) convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (iv) no substitutions are permitted, except at Sponsor's option and as may be specifically permitted by Sponsor in its sole and absolute discretion; (v) 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 in case of unavailability of any Prize, to accommodate for a disability, or 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; (vi) Prize winners are solely responsible for all costs not expressly described herein; (vii) redemption of each Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (viii) if the confirmed winner does not utilize any part(s) of the 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; (ix) by accepting a Prize, each confirmed winner (or, if the winner is a Minor, his/her parent or legal guardian) acknowledges that the Contest Parties, LoyaltyOne, Co., Hyundai Auto Canada Corp., Samsung Electronics Canada Inc., Canadian Imperial Bank of Commerce (**"CIBC"**), and each of their respective agents, employees, directors, members, successors, and assigns (collectively, the **"Released Parties"**) have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose; (x) any and all warranties and/or guarantees on a Prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee; (xi) all approximate retail values do not include applicable goods and services tax, provincial, territorial or sales and use taxes, confirmed winners may be required to pay such taxes upon receipt of the applicable Prize; and (xii) if a potential Prize winner is a Minor, his/her parent or legal guardian may sign and complete all required prize claim forms and the applicable Prize will be awarded to such Minor's parent or legal guardian (subject to compliance with these Rules). Prizes may not be exactly as shown in promotional materials.

## 7. WINNER SELECTION AND NOTIFICATION:

### INSTANT CUP PRIZES

Estimated distribution of "Winning" Rim Tabs for the Instant Cup Prizes that are not Coffee and Food Instant Cup Prizes (the **"Non-Coffee and Food Instant Cup Prizes"**, as set out above) by Region, will be as set out below. Distribution of Non-Coffee and Food Instant Cup Prizes within each Region is random.

PRIZE	REGION 1 ("Winning" Rim Tabs)	REGION 2 ("Winning" Rim Tabs)	REGION 3 ("Winning" Rim Tabs)	REGION 4 ("Winning" Rim Tabs)	REGION 5 ("Winning" Rim Tabs)
2020 Hyundai Vehicle Instant Cup Prize	1	1	1	1	1
AIR MILES Reward Miles Instant Cup Prize	4	9	26	7	4
CIBC Prepaid Card Instant Cup Prize	6	11	39	11	8
Samsung TV Instant Cup Prize	8	17	51	12	12
Tim Card Instant Cup Prize	1,998	4,320	12,611	3,181	2,890

The regional allocation of the Non-Coffee and Food Instant Cup Prizes as set out above is an estimate only, based

on anticipated Cup distribution per Region. Actual allocation of Cups may vary depending on Cup consumption. Sponsor is not responsible for: (i) Cups which are lost, stolen, mutilated, destroyed or not distributed; or (ii) errors in Cup production (including, without limitation, any Cup overproduction).

At the outset, the overall approximate odds of being eligible to win an Instant Cup Prize is as follows:

- a) Odds of winning one (1) of 9,096,887 Coffee and Food Instant Cup Prizes: 1 in 9
- b) Odds of winning one (1) of 25,000 Tim Card Instant Cup Prizes: 1 in 3,275
- c) Odds of winning one (1) of 100 Samsung TV Instant Cup Prizes: 1 in 818,695
- d) Odds of winning one (1) of 75 CIBC Prepaid Card Instant Cup Prizes: 1 in 1,091,594
- e) Odds of winning one (1) of 50 AIR MILES Reward Miles Instant Cup Prizes: 1 in 1,637,390
- f) Odds of winning one (1) of 5 2020 Hyundai Vehicle Instant Cup Prizes: 1 in 16,373,904

NOTE: The denominator used to calculate the odds provided above is an estimate of the maximum number of applicable Cups that might be produced for this Contest, which is equal to the sum of the applicable minimum number of Cups (see Rule 5) and a 2% maximum possible Cup overproduction variance. The odds of obtaining an eligible "Winning" Rim Tab will vary by Region as outlined above and will change throughout the contest as Cups are distributed in each Region.

The following Paper Cup Roll "WIN" messages are available to be received:

WIN/GAGNEZ HYUNDAI IONIQ  
WIN/GAGNEZ SAMSUNG TV  
WIN/GAGNEZ \$1000\$  
WIN/GAGNEZ AIR MILES FOR A TRIP/POUR UN VOYAGE  
WIN/GAGNEZ UN CAFÉ/COFFEE  
WIN/GAGNEZ UN BEIGNE DE RÊVE/DREAM DONUT  
WIN/GAGNEZ UN BEIGN CLASSIQU/CLASSIC DONUT  
WIN/GAGNEZ UNE CARTE TIM \$25\$ [XXXXXXXXXX] TIM CARD

#### INSTANT DIGITAL PRIZES

Each potential Instant Digital Prize winner will be selected based on a randomly pre-selected "**Winning Timeframe**" assigned to each Instant Digital Prize. Each Winning Timeframe will be comprised of a pre-selected start and end time during a Day (defined below) between the start of the Digital Roll Period and the Digital Roll Deadline (each "**Day**" begins at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET). The total duration of each Winning Timeframe will be between 0.1-1 second. The first eligible entrant to reveal a Digital Roll in the App or Website during a Winning Timeframe will be deemed the potential winner of the corresponding Instant Digital Prize (and such Instant Digital Prize will be considered redeemed). Between the start of the Digital Roll Period and the Digital Roll Deadline, each Instant Digital Prize that is not redeemed during its first assigned Winning Timeframe will be randomly reallocated to a new Winning Timeframe during a subsequent Day that is prior to the Digital Roll Deadline (and, if the Instant Digital Prize is not redeemed during the new Winning Timeframe, such Instant Digital Prize will be randomly reallocated to another new Winning Timeframe during a subsequent Day that is prior to the Digital Roll Deadline, and this process will be repeated until such Instant Digital Prize is redeemed or until the Digital Roll Deadline, whichever occurs first). Instant Digital Prizes that are not redeemed prior to the Digital Roll Deadline will not be awarded in the Contest. Odds of winning an Instant Digital Prize depend on the number and timing of entrants that reveal a Digital Roll prior to the close of the Digital Roll Deadline.

Each potential Instant Digital Prize winner will be notified immediately on-screen in the App or the Website, as applicable, upon revealing his/her Digital Roll. The following Digital Roll "WIN" messages are available to be received:

WIN COFFEE  
WIN DREAM DONUT  
WIN CLASSIC DONUT  
WIN \$25 TIM CARD



WIN SAMSUNG TV  
WIN \$1,000 PREPAID CIBC CARD  
WIN 40,000 AIR MILES REWARD MILES  
WIN 2020 HYUNDAI IONIQ

Instant Digital Prizes that are not Coffee and Food Instant Digital Prizes are collectively referred to as the **“Non-Coffee and Food Instant Digital Prizes”**.

#### DIGITAL DRAW PRIZES

On each of the draw dates (each, a **“Draw Date”**) listed in the following table at approximately 12:00:00 p.m. ET in Saint John, New Brunswick, one (1) entry will be selected by random draw from amongst all eligible entries allocated in accordance with these Rules between the applicable Draw Period Start and Draw Period End dates outlined in the table below (each, a **“Draw Period”**) (as determined by the Contest Sponsor at its sole discretion) to select a potential Digital Draw Prize winner. For greater certainty, unselected entries in any given Digital Draw Prize draw will not carry over into any subsequent Digital Draw Prize draw(s). In the event a potential Digital Draw Prize winner is disqualified for failing to comply with these Rules, as determined by the Sponsor at its sole discretion, the Sponsor reserves the right in its sole discretion, to select an alternate eligible entrant through a random draw from among the remaining eligible entries received in accordance with these Rules during the applicable Draw Period (as determined by the Sponsor at its sole discretion).

The odds of winning a Digital Draw Prize will depend on the number of eligible entries received during the applicable Draw Period.

	<b>Draw Period Start (12:00:00 a.m. ET)</b>	<b>Draw Period End (11:59:59 p.m. ET)</b>	<b>Draw Date</b>
1.	The start of the Contest Period	March 17, 2020	March 20, 2020
2.	March 18, 2020	March 24, 2020	March 27, 2020
3.	March 25, 2020	March 31, 2020	April 3, 2020
4.	April 1, 2020	The Digital Roll Deadline (April 21, 2020)	April 24, 2020

The Sponsor or its designated representative will contact each potential Digital Draw Prize winner (using the email address associated with the applicable Account) within five (5) business days of the applicable Draw Date. If the potential winner cannot be contacted within five (5) 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 the applicable Digital Draw Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Digital Draw Prize winner from among the remaining eligible entries of the corresponding Draw Period submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

#### **8. WINNER CONFIRMATION AND CLAIMING A PRIZE:**

##### INSTANT CUP PRIZES

To be eligible to claim an Instant Cup Prize, Instant Cup Prize claimants must have reached the legal age of majority in their province/territory of residence. In the event a Minor receives an eligible “Winning” Rim Tab, he/she is permitted to transfer such “Winning” Rim Tab to his/her parent or legal guardian, who will then be the eligible entrant (subject to compliance with these Rules).

**Non-Coffee and Food Instant Cup Prizes (excluding Tim Card Instant Cup Prizes):** If you are eligible to win a Non-Coffee and Food Instant Cup Prize (excluding Tim Card Instant Cup Prizes), you (or, if you are a Minor, your parent or legal guardian) must complete Prize Claim Forms I & II (the **“Prize Claim Forms”**) (available at participating

Tim Hortons restaurants and online at [www.timhortons.ca/rutr-rules](http://www.timhortons.ca/rutr-rules)). Upon completing Prize Claim Forms I & II, attach your complete original winning Rim Tab where indicated and send (using an envelope with sufficient postage, which must be postmarked on, or before, June 11, 2020 and received at the following address by no later than June 18, 2020, failing which, any such Prize claim is null and void and ineligible for a Prize) to: Tim Hortons RUTR 2020 Contest, PO Box 12230, Saint John, NB, E2L 5E7. In order to be declared a winner, you (or, if you are a Minor, your parent or legal guardian) must have correctly answered the mathematical skill-testing question in Prize Claim Form II and submitted all required information. Upon receipt of your completed Prize Claim Forms I & II, the contest organizations will verify your prize claim and contact you to coordinate Prize fulfillment.

Hyundai Vehicle Instant Cup Prizes will be delivered to a dealership in proximity to each confirmed winner's place of residence in Canada (as determined by Contest Sponsor in its sole discretion) within ten (10) weeks of winner confirmation. CIBC Prepaid Card Instant Cup Prizes and Samsung TV Instant Cup Prizes will be sent to each confirmed winner's Canadian home address as provided (or, in the event that a Samsung TV Instant Cup Prize is not able to be shipped to the confirmed winner's Canadian home address, as determined by the Sponsor in its sole and absolute discretion, such Prize will be delivered to an alternate, central location reasonably close to the confirmed winner's residence) within 4-6 weeks of winner confirmation. AIR MILES Reward Miles Instant Cup Prizes will be delivered as described in section 6, above.

**NOTE:** It is **STRONGLY RECOMMENDED** that eligible winners of Non-Coffee and Food Instant Cup Prizes (excluding Tim Card Instant Cup Prizes) send all Prize claim materials by **REGISTERED MAIL**, and to keep a copy of the "Winning" Rim Tab and completed Prize Claim Forms for his/her records, as the Sponsor will not be responsible for lost or delayed Prize claims.

**Tim Card Instant Cup Prizes:** If you are eligible to win a Tim Card Instant Cup Prize, you may claim your Prize by exercising the online option or the mail-in option, respectively as follows:

**Online Option:** To exercise the online option, you (or, if you are a Minor, your parent or legal guardian) must visit [www.timhortons.ca/rutr-rules](http://www.timhortons.ca/rutr-rules) and follow the on-screen instructions presented to claim a Tim Card Instant Cup Prize. Such instructions will require you to: (a) enter the applicable Rim Tab 9 digit PIN Code; (b) correctly answer a mathematical skill-testing question without mechanical or other aid; (b) acknowledge (or, if a Minor, your parent or legal guardian must acknowledge) the Sponsor's declaration and release form, and (c) select how you want to receive your Tim Card Instant Cup Prize and provide all required information from the following options: (i) as an e-card sent to you via email; or (ii) as a physical Tim Card sent to your Canadian home address. In order to be declared a winner, you (or, if you are a Minor, your parent or legal guardian) must have correctly answered the mathematical skill-testing question and submitted all required information no later than June 11, 2020. After completing all required Prize claim information in accordance with these Rules, your Tim Card Instant Cup Prize will be fulfilled in accordance with your selected method.

**Mail-in Option:** To exercise the mail-in option, you (or, if you are a Minor, your parent or legal guardian) must complete Prize Claim Forms I & II. Upon completing Prize Claim Forms I & II, attach your complete original winning Rim Tab, **INCLUDING THE PORTION OF THE RIM TAB THAT CONTAINS THE 9 DIGIT PIN CODE**, where indicated and send (using an envelope with sufficient postage, which must be postmarked on, or before, June 11, 2020 and received at the following address by no later than June 18, 2020, failing which, any such Prize claim is null and void and ineligible for a Prize) to: Tim Hortons RUTR 2020 Contest, PO Box 12230, Saint John, NB, E2L 5E7. In order to be declared a winner, you (or, if you are a Minor, your parent or legal guardian) must have correctly answered the mathematical skill-testing question in Prize Claim Form II and submitted all required information. Upon receipt of your completed Prize Claim Forms I & II, the contest organizations will verify your prize claim and send a physical Tim Card to your Canadian home address as provided.

**Coffee and Food Instant Cup Prizes:** If you are eligible to win a Coffee and Food Instant Cup Prize, you (or, if you are a Minor, your parent or legal guardian) must complete Prize Claim Form II. Before being declared a winner, you (or, if you are a Minor, your parent or legal guardian) must first correctly answer a mathematical, skill-testing question in Prize Claim Form II, and, together with your eligible "Winning" Rim Tab, present it to a participating Tim Hortons restaurant in Canada for verification.

NOTE: A winning "WIN / GAGNEZ UN CAFÉ/ COFFEE" Rim Tab may be redeemed on next purchase for any available cup size of any one (1) hot beverage. A winning "WIN / GAGNEZ UN BEIGNE CLASSIQUE/ CLASSIC DONUT" Rim Tab may be redeemed on next purchase for any one (1) classic donut, muffin or cookie. A winning "WIN / GAGNEZ UN BEIGNE DE REVE/ DREAM DONUT" Rim Tab may be redeemed on next purchase for any one (1) Dream Donut. No cash alternative will be made available. A Coffee and Food Instant Cup Prize claim may not be used in conjunction with any other deal, combo or offer. All Coffee and Food Instant Cup Prize claims must be claimed in restaurant by June 11, 2020 at 11:59:59 p.m. ET or store closing, whichever is earlier, failing which, any such Coffee and Food Instant Cup Prize claim is null and void and ineligible for a Coffee and Food Instant Cup Prize. Unclaimed Coffee and Food Instant Cup Prizes will not be awarded.

## INSTANT DIGITAL PRIZES

To be eligible to claim an Instant Digital Prize, Instant Digital Prize claimants must have reached the legal age of majority in their province/territory of residence. In the event a Minor has received a potential Instant Digital Prize winner notification, he/she is permitted to transfer such Instant Digital Prize to his/her parent or legal guardian, who will then be considered the eligible claimant (subject to compliance with these Rules).

**Non-Coffee and Food Instant Digital Prizes (excluding Tim Card Instant Digital Prizes):** If you are eligible to win a Non-Coffee and Food Instant Digital Prize (excluding Tim Card Instant Digital Prizes), you will be notified via email (using the email address associated with your Account) with instructions (in accordance with Rule 7, as applicable) to claim your Prize. Such instructions will require your (or, if you are a Minor, your parent or legal guardian) to complete and return Prize Claim Forms I & II, and correctly answer the mathematical skill testing question included within Prize Claim Form II without mechanical or other aid. In order to be declared a winner, you (or, if you are a Minor, your parent or legal guardian) must have correctly answered the mathematical skill-testing question in Prize Claim Form II and submitted all required information by the date indicated by the Sponsor. Upon receipt of your completed Prize claim information, the contest organizations will verify your prize claim and contact you to coordinate prize fulfillment.

Hyundai Vehicle Instant Digital Prizes will be delivered to a dealership in proximity to each confirmed winner's place of residence in Canada (as determined by Contest Sponsor in its sole discretion) within ten (10) weeks of winner confirmation. CIBC Prepaid Card Instant Digital Prizes and Samsung TV Instant Digital Prizes will be sent to each confirmed winner's Canadian home address as provided (or, in the event that a Samsung TV Instant Digital Prize is not able to be shipped to the confirmed winner's Canadian home address, as determined by the Sponsor in its sole and absolute discretion, such Prize will be delivered to an alternate, central location reasonably close to the confirmed winner's residence) within 4-6 weeks of winner confirmation. AIR MILES Reward Miles Instant Digital Prizes will be delivered as described in section 6, above.

**Tim Card Instant Digital Prizes:** If you are eligible to win a Tim Card Instant Digital Prize, you (or, if you are a Minor, your parent or legal guardian) must follow the on-screen App or Website (as applicable) instructions presented upon receipt of the applicable Digital Roll "WIN" message. Such instructions will require you (or, if you are a Minor, your parent or legal guardian) to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) acknowledge the Sponsor's declaration and release form. In order to be declared a winner, you (or, if you are a Minor, your parent or legal guardian) must have correctly answered the mathematical skill-testing question and submitted all required information no later than June 11, 2020. After completing all required Prize claim information in accordance with these Rules: (i) if your Account balance is less than or equal to \$75 CAD at the time of completing the required Prize claim information, your Tim Card Instant Digital Prize will be directly deposited into your Account; or, (ii) if your Account balance is greater than \$75 CAD at the time of completing the required Prize claim information, your Tim Card Instant Digital Prize will be delivered as an e-card sent to you via email, at the email address associated with your Account.

**Coffee and Food Instant Digital Prizes:** Upon receipt of the applicable Digital Roll "WIN", participants will receive a coupon to redeem a Coffee and Food Instant Digital Prize on their Account. If you are eligible to win a Coffee and Food Instant Digital Prize, you (or, if you are a Minor, your parent or legal guardian) must print and complete Prize Claim Form II, available online at [www.timhortons.ca/rutr-rules](http://www.timhortons.ca/rutr-rules). To be declared a winner and redeem your Coffee and

Food Instant Digital Prize, you (or, if you are a Minor, your parent or legal guardian) must: (a) activate the coupon within the App or Website; and (b) correctly answer a mathematical, skill-testing question in Prize Claim Form II and present it to a participating Tim Hortons restaurant in Canada for verification prior to receiving your applicable Prize.

NOTE: Upon activating a Coffee and Food Instant Digital Prize coupon, a Coffee and Food Instant Digital Prize may be redeemed on next purchase completed via the winner's Account for: (i) any available cup size of any one (1) hot beverage, including modifications; (ii) any one (1) classic donut, muffin or cookie; or (iii) any one (1) Dream Donut. No cash alternative will be made available. A Coffee and Food Instant Digital Prize claim may not be used in conjunction with any other deal, combo or offer. All Coffee and Food Instant Digital Prize claims must be claimed in restaurant by June 11, 2020 at 11:59:59 p.m. ET or store closing, whichever is earlier, failing which, any such Coffee and Food Instant Digital Prize claim is null and void and ineligible for a Coffee and Food Instant Digital Prize (for certainty, all Coffee and food Instant Digital Prize coupons expire June 11, 2020 at 11:59:59 p.m. ET). Unclaimed Coffee and Food Instant Digital Prizes will not be awarded.

## DIGITAL DRAW PRIZES

To be eligible to claim a Digital Draw Prize, Digital Draw Prize claimants must have reached the legal age of majority in their province/territory of residence. In the event a Minor has received a potential Digital Draw Prize winner notification, he/she is permitted to transfer such Digital Draw Prize to his/her parent or legal guardian, who will then be considered the eligible claimant (subject to compliance with these Rules).

Each Digital Draw Prize winner will be notified via email (using the email address associated with his/her Account) with instructions (in accordance with Rule 7, as applicable) to claim his/her Prize. Such instructions will require the potential Digital Draw Prize winner (or, if he/she is a Minor, his/her parent or legal guardian) to complete and return Prize Claim Forms I & II, and correctly answer the mathematical skill testing question included within Prize Claim Form II without mechanical or other aid. In order to be declared a winner, you (or, if you are a Minor, your parent or legal guardian) must have correctly answered the mathematical skill-testing question in Prize Claim Form II and submitted all required information by the date indicated by the Sponsor. Upon receipt of your completed Prize Claim Forms I & II, the contest organizations will verify your prize claim and contact you to coordinate Prize fulfillment. Digital Draw Prizes will be directly deposited into each confirmed winner's bank account, as provided, within ten (10) business days of winner confirmation.

If a potential Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to complete and return the Sponsor's required Prize claim information within the specified time; (c) cannot accept (or is unwilling to accept) the applicable 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. If a potential Instant Cup Prize or Instant Digital Prize winner is disqualified, he/she will forfeit all rights to the applicable Instant Cup Prize or Instant Digital Prize, and the applicable Instant Cup Prize or Instant Digital Prize will not be awarded. If a potential Digital Draw Prize winner is disqualified, he/she will forfeit all rights to the applicable Digital Draw Prize and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Digital Draw Prize winner in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential Digital Draw Prize winner).

By claiming a Prize, Prize claimants consent to the use of their name and/or photograph, and/or place of residence, without further compensation, in any publicity carried out by the Sponsor in perpetuity and in any media worldwide. Completing the applicable Prize claim process (including, as applicable, the submission of Rim Tabs) is the sole responsibility of potential Prize winners. Tim Hortons Restaurant Owners, Operators and Staff are not allowed to submit Rim Tabs on behalf of potential winners. If any Prize notification or any Prize is returned as undeliverable, such Prize will be forfeited.

## **9. VERIFICATION**

If it is discovered by the Sponsor (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 provided in these Rules; and/or (ii) use multiple names, identities, e-mail addresses, Accounts, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter, register, send or use a Roll, 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. The Released Parties are

not responsible for late, lost, misdirected, delayed, incomplete or incompatible Digital Cards, Physical Cards, Roll Requests, Rolls, "WIN" and "Please Play Again on the App" Rim Tabs, "WIN" and "\$100,000 Draw Prize Entry" messages, Digital Draw Prize entries, Prize Claim Forms or any other Contest-related information (collectively, "**Contest-related Information**"), all of which are void.

All entrants and Contest-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 Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest-related Information submitted or received (or purportedly submitted or received) 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 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 Contest will be the Contest server machine(s). All information requested by and/or supplied to Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant should the Sponsor deem (at its sole and absolute discretion) that such an entrant at any stage supplied untruthful, incomplete, inaccurate or misleading information (as determined by the Sponsor in its sole and absolute discretion).

## 10. GENERAL RULES

Unclaimed Prizes will be forfeited and will not be awarded. Sponsor is not responsible for any change of e-mail address, mailing address and/or telephone number by entrants. All Contest-related Information becomes the property of Sponsor and, as applicable, no Contest-related Information will be returned. Sponsor assumes no responsibility for lost Contest-related Information or for any failure of the App or Website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or other information to be received by Sponsor on account of technical problems or traffic congestion on the Internet, on the App (or at any website), or any combination thereof. Sponsor is not responsible if an entrant is unable to access the App or Website on their mobile device, computer or other device. Sponsor reserves the right at its sole and absolute discretion, to disqualify any individual (and all of his or her Prize claims, Rolls and entries) who tampers with the registration process or the App or the Website. Sponsor reserves the right, subject only to the approval of the Régie des alcools des courses et des jeux ("**Régie**") in Quebec, to modify or suspend the Contest should a virus, "bug" or any other cause beyond the reasonable control of Sponsor corrupt the security or proper administration of the Contest. The Sponsor, with the consent of the Régie, reserves the right 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, to address discrimination or disability issues and/or to comply with applicable law.

Contest Rim Tabs or digital "WIN" messages obtained through unauthorized sources or which are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. No Rim Tab or digital "WIN" message copies, duplicates or reproductions of any type will be eligible for the Contest. Sponsor is not responsible for any lost Rim Tabs or "WIN" messages. Rim Tabs, "WIN" messages and all other contest-related materials are the property and intellectual property of Sponsor, and may not be used for any other promotional, commercial or other purposes without the prior written authorization of Sponsor.

Entrants who choose to participate via a compatible mobile device are solely responsible for standard data use and service rates that apply, which vary according to the applicable mobile device package and mobile service provider (please contact your mobile service provider for details before participating in this Contest using a compatible mobile device). Any attempt to deliberately damage the App, Website or any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

In the event of a dispute between entrants as to who revealed a Digital Roll, such Digital Roll shall be deemed revealed by the “authorized account holder” of the Account associated with the Digital Roll at the time it was revealed. In the event of a dispute between entrants 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. An entrant 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.

By participating in this Contest, to the maximum extent permitted by applicable law each entrant (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 Contest 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 Contest, 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.

If due to printing, production, online, internet, computer or other error of any kind more Prizes are claimed than intended to be awarded according to these Rules (at any prizing level), or in the event that due to such error, a valid prize claim is revealed, making the number of valid Prize claims greater than the number of Prizes available under these Rules (at any prizing level), a random draw will be held after the Contest closes from amongst all eligible Prize claimants to award the remaining number Prizes at the applicable prizing level (as determined by the Sponsor at its sole and absolute discretion on the basis of its official records). In no event will the Sponsor be liable for more than the stated number of Prizes in these Rules (at any prizing level).

Personal information will only be collected, used and disclosed by Sponsor, Inmar Promotions – Canada Inc. (the “**Administrator**”) and their respective designated representatives for the purposes of administering the Contest in accordance with these Rules. By entering this Contest, each entrant expressly consents to Sponsor, the Administration and their designated representatives collecting, storing, sharing and using the personal information submitted during registration for such purposes 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 Contest, each entrant (and, if a Minor, his/her parent or legal guardian) consents to being contacted (including by email) by Sponsor for Contest-related purposes, which includes but is not limited to Prize eligibility notifications and prize claim reminder notifications. By participating in this Contest, confirmed winners (and, if a Minor, his/her parent or legal guardian) are deemed to have consented to the disclosure of their personal information to Prize suppliers for the limited purpose of delivery of Prizes and, if applicable, registration for warranty purposes.

Should it be discovered that an entrant is using the aid of computer software programs to auto-fill information, that entrant will be immediately disqualified from the Contest. The Sponsor reserves the right to disqualify all such entrants from future contests conducted by the Sponsor without further notice.

**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.

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 Contest-related materials, including, but not limited to: the App, the Website, French version of these Rules, and/or point of sale, television, print or online advertising (including without limitation the abbreviated

version of these Rules that appear on such point of sale, television or online advertising); 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 digital menu boards of participating Tim Hortons Restaurants.

SPONSOR: Tim Hortons Advertising and Promotion Fund (Canada) Inc., 130 King St W, Suite 300, Toronto, ON, M5X 1E17, Canada.

ADMINISTRATOR: Inmar Promotions – Canada Inc., 661 Millidge Avenue, Saint John, New Brunswick, E2K 2N7.

CIBC is a registered trademark of Canadian Imperial Bank of Commerce. CIBC has not sponsored or offered this Contest in any way. CIBC is a prize sponsor only and participants release CIBC from liability in connection with this Contest.

Samsung is a registered trademark of Samsung Electronics Co., Ltd. used with permission. The Contest is in no way sponsored, endorsed or administered by, or associated with Samsung Electronics Canada Inc. or Samsung Electronics Co., Ltd.

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