

## 2021 TIM HORTONS COLLECT TO WIN HOCKEY CONTEST

### OFFICIAL RULES AND REGULATIONS

**No purchase or payment is necessary to enter or win. This Contest is intended for play in Canada only and will be governed by Canadian law. Do not enter if you are not eligible.**

#### **1. CONTEST PERIOD:**

The 2021 Tim Hortons Collect to Win Hockey Contest (the “**Contest**”) starts at 12:00:00 a.m. Eastern Time (“**ET**”) on October 27, 2021 and ends on December 8, 2021 at 11:59:59 p.m. ET, or once all Card Packs (defined below) have been distributed, whichever occurs first (the “**Contest Period**”).

#### **2. ELIGIBILITY:**

The Contest 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**”), The TDL Group Corp., 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**”), National Hockey League Players’ Association (“**NHLPA**”), each of the foregoing party’s respective parent, affiliated and related companies, Tim Hortons franchisees/licensees, the consulting, advertising and promotion agencies of the Sponsor, the independent contest organization and/or any other entity involved in the organization, administration, execution or fulfillment of the Contest (collectively, the “**Contest Parties**”) are not eligible to enter or participate nor win a Prize (defined below) in the Contest. Employees, representatives 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). For greater certainty, employees, representative or agents of the Contest Parties may obtain Card Packs (defined below) in accordance with these Rules (while supplies last); however, such individuals may not claim a Prize (defined below). Void where prohibited by law.

**NOTE TO MINORS:** To be eligible to claim a Prize (defined below), claimant must have reached the legal age of majority in his/her province/territory of residence. 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 (on his/her own behalf and on behalf of the Minor) to be legally bound by these Rules; (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 within the timeline specified by 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 Contest, each participant (and, if a Minor, his/her parent or legal guardian) agrees to be bound by (i) these Rules; (ii) the Tim Hortons Mobile App (the “**App**”) Terms and Conditions; and, (iii) all decisions of the Sponsor and the independent Contest organization, which are final in all respects.

#### **4. HOW TO PARTICIPATE:**

**NO PURCHASE NECESSARY.** There are two (2) ways to participate in the Contest, as follows:

- (a) **Eligible Purchase:** During the Contest Period, an eligible entrant may purchase a specially-marked card pack (each, a “**Card Pack**”) of Tim Hortons Collector’s Series NHL® Trading Cards produced by Upper Deck (each, a “**Card**”), while supplies last, by either visiting a participating Tim Hortons location in Canada or using his/her Tim’s Rewards account on the App, for either: i) \$1.00 CAD (excluding applicable taxes) with the purchase of any beverage, excluding espresso shots and Coca-Cola products (limit of one (1) Card Pack per beverage purchase

at \$1.00 price); or ii) \$1.99 CAD (excluding applicable taxes) without the purchase of a beverage (collectively, an “**Eligible Purchase**”). Card Packs may be purchased using the App for pick up at a participating Tim Hortons location in Canada, however Card Packs are not eligible for delivery via Tim Hortons® delivery ordering or third-party delivery services. Purchases made through third-party delivery services are not eligible for this promotion. Tims Rewards points cannot be redeemed on the purchase of a Card Pack towards the applicable purchase price. The Sponsor reserves the right at its sole and absolute discretion, to disqualify any individual who weighs Card Packs, engages in any type of activity to try and locate Card Packs that include Prize Cards (defined below) without opening such Card Packs or otherwise acts in any manner that is inconsistent with the letter and spirit of these Rules (as determined by the Sponsor in its sole and absolute discretion).

**IMPORTANT NOTE – CARD PACKS:** Card Pack purchases are final. For greater certainty, Card Packs cannot be returned, refunded nor exchanged. The Sponsor reserves the right to limit the distribution of Cards and Card Packs. For greater certainty, Card Packs will not be available for purchase after the close of the Contest Period.

- (b) **Mail-in Request:** To obtain a FREE Card Pack and/or a copy of these Rules, legibly hand-print (or mechanically print) your full name, complete mailing address (including postal code), telephone number (including area code) and email address on a single 3X5 piece of paper and mail it (along with a postage-paid, self-addressed envelope) in an envelope (with sufficient postage) to: 2021 Tim Hortons Collect To Win Hockey Contest, Tim Hortons Redemptions, 4311 Canada Way, Burnaby, BC, V5G 1J3 (a “**Mail-in Request**”). Mail-in Requests must be postmarked by the end of the Contest Period, and only those received by December 20, 2021 at 11:59:59 p.m. ET will be eligible. If an eligible Mail-in Request is received (as determined by the Sponsor in its sole and absolute discretion), the applicable entrant that submitted such Mail-in Request will be provided with one (1) Card Pack by return mail, while supplies last. No mechanical reproductions permitted. Limit of one (1) Mail-in Request per envelope with sufficient postage. For greater certainty, each Mail-in Request must be mailed in a separate envelope bearing sufficient postage and mass Mail-in Requests in the same envelope will be void. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or illegible Mail-in Requests (all of which are void).

There will be three (3) Cards included in each Card Pack. The three (3) Cards that will be included in any given Card Pack are determined by means of random assortment. Certain Cards correspond with a specific type of Prize (defined below) (each, a “**Prize Card**”). Each Card included in any given Card Pack that is not a Prize Card will be one (1) of the following Upper Deck NHL® Trading Cards (each, a “**Trading Card**”), determined by means of random assortment in accordance with the following odds: (i) Base Card Red Variant Trading Card (1:4); (ii) Superstar Showcase Trading Card (1:6); (iii) Photo Finish Trading Card (1:5); (iv) Gold Etchings Trading Card (1:8); (v) ProMotion Trading Card (1:12); (vi) NHL® Canvas Trading Card (1:9); (vii) Hockey Heroes Trading Card (1:24); and (viii) Wayne Gretzky Tribute Trading Card (1:12,000). For greater certainty and the avoidance of any doubt, Trading Cards are not Prize Cards and are not eligible to be redeemed for a Prize, and a participant is not an eligible winner in the Contest as the result of receiving a Trading Card.

A minimum of 18,204,800 Card Packs will be made available for this Contest at the start of the Contest Period. The number of Card Packs available will decrease throughout the Contest Period as Card Packs are claimed.

## **5. 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 email addresses, names, identities, Tims Rewards accounts, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; (iii) participate in the Contest in any manner that is disruptive to or inconsistent with the letter and spirit of these Rules; and/or (iv) disrupt or participate in the Contest in any other fraudulent or misleading way (including without limitation cancelling or otherwise modifying a transaction such that it appears that an Eligible Purchase has been completed and fulfilled when in fact an Eligible Purchase has not been fully completed and fulfilled, or participating in the Contest in a manner that is in any way prohibited under these Rules, including without limitation Rule 4 above), all as determined by the Sponsor in its sole and absolute discretion, then he/she may be disqualified from the Contest and any Prize(s) (defined below) 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 Contest 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, illegible or incompatible Card Packs, Cards, Eligible Purchases, Mail-in Requests, Prize Cards, Trading Cards, Scratch Codes (defined below) or any other Contest-related information (collectively, "**Contest-related Information**"), all of which are void. An Eligible Purchase or Mail-in Request 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 your mobile service provider for pricing and service plan information and rates before mobile device participation.

BY PARTICIPATING IN THE CONTEST, 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 CONTEST 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 CONTEST. BY PARTICIPATING IN THE CONTEST, YOU (AND, IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN) ALSO AGREE THAT ALL ASPECTS OF YOUR PARTICIPATION IN THIS CONTEST (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 CONTEST-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 CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, 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 Contest, 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 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.

## 6. PRIZES AVAILABLE:

In connection with Card Packs received, the following table outlines the various types of Prize Cards (each, a "**Prize Card Type**"). There are two (2) categories of Prize Card Types: (i) specialty Prize Cards ("**Specialty Prize Cards**"), each consisting of a specialty Card prize (a "**Specialty Card Prize**") as set out in the first table below; and (ii) golden Collect to Win Prize Cards ("**Golden Prize Cards**"), each consisting of a golden notification Card for a golden Card prize (a "**Golden Card Prize**") as set out in the second table below. Stated odds reflect an average of the entire Card production run; no ratio is guaranteed to exist within any geographical area or in any individual case. The number of Specialty Card Prizes and Golden Card Prizes (each, a "**Prize**" and collectively, the "**Prizes**") available will decrease throughout the Contest Period as they are claimed in accordance with these Rules.

### (I) SPECIALTY PRIZE CARDS

Prize Card Type	Specialty Card Prize Description	Number Available at Contest Period start	Odds at Contest Period start
NHL Draft™ Pick Specialty Prize Card	One (1) Specialty Prize Card featuring an NHL Draft™ Pick	1,517	1:12,000

Sidney Crosby Superstars Signature Autograph Specialty Prize Card	One (1) Sidney Crosby Superstars Signature Autograph Card	87	1:209,251
Nathan MacKinnon Superstars Signature Autograph Specialty Prize Card	One (1) Nathan MacKinnon Superstars Signature Autograph Card	100	1:182,048
NHL® Signatures Specialty Prize Card	One (1) card autographed by one (1) of the following fifteen (15) players: Anthony Mantha, Drake Batherson, Elias Lindholm, Tyler Seguin, Jesperi Kotkaniemi, Josh Morrissey, Jack Roslovic, Cale Makar, Mark Giordano, J.T. Miller, Mitch Marner, Nick Suzuki, Brock Boeser, Thomas Chabot, Zach Hyman	2,528	1:7,200
NHL® Jersey Relics Specialty Prize Card	One (1) card featuring a piece of an authentic, game-worn jersey from one (1) of the following eighteen (18) players: Auston Matthews, Brady Tkachuk, Blake Wheeler, Connor McDavid, Carey Price, David Pastrnak, Elias Pettersson, Johnny Gaudreau, Jesperi Kotkaniemi, J.T. Miller, John Tavares, Kyle Connor, Leon Draisaitl, Nathan MacKinnon, Quinn Hughes, Sidney Crosby, Thomas Chabot, William Nylander	10,114	1:1,800
NHL® Jersey Relics Signature Specialty Prize Card	One (1) card featuring a piece of an authentic, game-worn jersey from one (1) of the following six (6) players that has also been autographed by the applicable player: Brendan Gallagher, Bo Horvat, Connor Hellebuyck, John Tavares, Leon Draisaitl, Matthew Tkachuk	150	1:121,365
Autographed Timbits® Specialty Prize Card	One (1) card autographed by Colton Parayko	100	1:182,048

Each Specialty Card Prize does not have a corresponding approximate retail value ("ARV") - it is impossible to establish an approximate retail value for such Prize Cards, as the approximate retail value is affected by changing supply and demand, local market conditions, the unpredictability of sports and other factors. Each Specialty Card Prize must be accepted as awarded and is not assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor's option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute any Specialty Card Prize or a component thereof with a prize of equal or greater retail value (as determined by the Sponsor in its sole and absolute discretion), including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award. All characteristics and features of each Specialty Card Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion.

## (II) GOLDEN PRIZE CARDS

Prize Card Type	Golden Card Prize Description	Odds at Contest start	Number Available at Contest start	ARV
\$50 Tim Card® Golden Prize Card	<p><u>\$50 Tim Card (a "\$50 Tim Card® Prize"):</u> Each \$50 Tim Card® Prize consists of one (1) \$50 CAD Tim Card®.</p> <p>Each \$50 Tim Card® Prize must be accepted as awarded in the form solely decided upon by the Sponsor. No interest will be paid on any \$50 Tim Card® Prize. Each \$50 Tim Card® Prize is subject to the Tim Card® terms and conditions. Limit of one (1) \$50 Tim Card® Prize per person. Each \$50 Tim Card® Prize is not assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor's option. The Sponsor</p>	1:36,410	500	\$50 CAD each

Prize Card Type	Golden Card Prize Description	Odds at Contest start	Number Available at Contest start	ARV
	reserves the right, in its sole and absolute discretion, to substitute any \$50 Tim Card® Prize or a component thereof with a prize of equal or greater retail value (as determined by the Sponsor in its sole and absolute discretion), including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award. All characteristics and features of each \$50 Tim Card® Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Winner is solely responsible for all costs not expressly described herein.			
NHL LIVE™ Subscription Golden Prize Card	<p><b>NHL LIVE™ Subscription (an “NHL LIVE™ Subscription Prize”):</b> Each NHL LIVE™ Subscription Prize consists of a full season pass to NHL LIVE™.</p> <p>Each NHL LIVE™ Subscription Prize must be accepted as awarded and is subject to the NHL LIVE™ terms and conditions. Limit of one (1) NHL LIVE™ Subscription Prize per person. Each NHL LIVE™ Subscription Prize is not assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor's option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute any NHL LIVE™ Subscription Prize or a component thereof with a prize of equal or greater retail value (as determined by the Sponsor in its sole and absolute discretion), including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award. All characteristics and features of each NHL LIVE™ Subscription Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Winner is solely responsible for all costs not expressly described herein.</p>	1:91,024	200	\$199 CAD each
Official NHL® Team Bike from FunRideBikes.com™ Golden Prize Card	<p><b>Official NHL® Team Bike from FunRideBikes.com™ (an “Official NHL® Team Bike Prize”):</b> Each Official NHL® Team Bike Prize consists of one (1) official NHL® Team FatBike (NHL® team may be selected by the confirmed winner, subject to availability) from FunRideBikes.com™.</p> <p>Each Official NHL® Team Bike Prize must be accepted as awarded. Manufacturer's standard warranty, if any, applies to each Official NHL® Team Bike Prize. Limit of one (1) Official NHL® Team Bike Prize per person. Each Official NHL® Team Bike Prize is not assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the Sponsor's option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute any Official NHL® Team Bike Prize or a component thereof with a prize of equal or greater retail value (as determined by the Sponsor in its sole and absolute discretion), including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award. All characteristics and features of each Official NHL® Team Bike Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Winner is solely responsible for all costs not expressly described herein.</p>	1:182,048	100	\$550 CAD each
Trip to the 2022 Stanley Cup® Final Golden Prize Card	Trip to the 2022 Stanley Cup® Final (a “Stanley Cup® Final Trip Prize”): Each Stanley Cup® Final Trip Prize consists of one (1) trip for two (2) to attend the 2022 Stanley Cup® Final, including: (i) two (2) tickets to one (1) 2022 Stanley Cup® Final hockey game (subject to the terms and conditions of the issuer); (ii) round-trip	1:3,640,960	5	\$4,000 CAD each (based on a hypothetical Toronto,

Prize Card Type	Golden Card Prize Description	Odds at Contest start	Number Available at Contest start	ARV
	<p>economy airfare for two (2) people to the city in which the Stanley Cup® Final will be taking place (the "<b>Destination City</b>") from the major Canadian airport nearest to the winner's residence (as determined by the Sponsor in its sole and absolute discretion); and (iii) three (3) nights hotel accommodation in the Destination City (hotel to be selected by the Sponsor in its sole and absolute discretion) (one (1) room, double occupancy). Limit of one (1) Stanley Cup® Final Trip Prize per person.</p> <p>Without limiting the generality of the foregoing, the following terms and conditions apply to the Stanley Cup® Final Trip Prize: (i) the Stanley Cup® Final Trip Prize must be accepted as awarded and is not transferable, assignable and/or or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) all travel related to the Stanley Cup® Final Trip Prize must be completed by the dates specified by the Sponsor (otherwise the Stanley Cup® Final Trip 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); (iv) the confirmed winner and his/her guest must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel; and (c) must not have any legal barrier to travel to, and return from, the Destination City; (v) the costs of everything not specifically and expressly stated above as included in the Stanley Cup® Final Trip Prize are the sole and absolute responsibility of the confirmed winner and his/her guest, including, without limitation: transportation for the confirmed winner and his/her guest to and from the Canadian departure airport; excess baggage and other fees; and items of a personal nature (NOTE: the confirmed winner may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (vi) if the confirmed winner and his/her guest do not utilize any part(s) of the Stanley Cup® Final Trip Prize for any reason, 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; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Stanley Cup® Final Trip Prize or any component thereof; and (b) substitute the Stanley Cup® Final Trip Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award (including without limitation if the fulfillment of the Stanley Cup® Final Trip Prize, or any part thereof, is rendered impossible, infeasible, unsafe or impractical for any reason including without limitation due to any pandemic-related law, regulation, order, policy, guideline, strike, travel restriction, NHL policy, restriction or restriction, or for any other reason (all as determined by the Sponsor in its sole and absolute discretion); (viii) all travel arrangements relating to the Stanley Cup® Final Trip Prize must be made through the Sponsor or its designated agents; (ix) by accepting the Stanley Cup® Final Trip Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Stanley Cup® Final Trip Prize or a component thereof does not prove satisfactory, either in whole or in part; (x) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets; (xi) the confirmed winner's guest must sign (and, if a Minor, his/her parent or legal guardian must also sign) and return the</p>			<p>Ontario departure point and Anaheim, California destination point example)</p>

Prize Card Type	Golden Card Prize Description	Odds at Contest start	Number Available at Contest start	ARV
	Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Stanley Cup® Final Trip Prize (including, without limitation, any travel related thereto); (xii) any difference between the actual value of the Stanley Cup® Final Trip Prize and its stated approximate retail value will not be awarded; (xiii) all characteristics and features of the Stanley Cup® Final Trip Prize (and of each Stanley Cup® Final Trip Prize element), except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (xiv) precise travel arrangements are subject to space and flight availability and shall be made at the Sponsor's sole and absolute discretion; (xv) once booked, travel arrangements may not be changed by the Stanley Cup® Final Trip Prize winner; (xvi) certain blackout dates and further restrictions may apply; (xvii) the Released Parties will not be in any way responsible (and for greater certainty, are not obligated to offer any substitute prizeing) in the event that any part of the Stanley Cup® Final Trip Prize (including, without limitation, Stanley Cup® Final Trip Prize transportation or the 2022 Stanley Cup® Final) is delayed, postponed, rescheduled or cancelled for any reason whatsoever (including, without limitation, due to illness or health risks, or any governmental or health authority orders, measures, directives or guidance in response to such illness or risks, such as, without limitation, those that may be implemented to mitigate COVID-19 transmission, or due to any other cause of any kind or nature whatsoever); (xviii) the Sponsor reserves the right to change any of the Stanley Cup® Final Trip Prize dates and/or Stanley Cup® Final Trip Prize description at its sole and absolute discretion; and (xix) resale of NHL® game/event tickets is prohibited, and the winner and his/her guest must abide by all venue policies and game/event ticket terms and conditions - Sponsor reserves the right to revoke any full or partial Stanley Cup® Final Trip Prize from the winner or winner's guest who it, or venue personnel, deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Sponsor, the NHLPA (or any of its members) or the NHL Entities into disrepute.			
Trip to Meet Sidney Crosby Golden Prize Card	Trip to watch an NHL® game and meet Sidney Crosby (the " <b>Meet and Greet with Sidney Crosby Prize</b> ") : Each Meet and Greet with Sidney Crosby Prize consists of one (1) trip for two (2) to watch an NHL® game and attend a meet and greet with Sidney Crosby, including: (i) two (2) tickets to one (1) NHL® 2021-2022 regular season hockey game, as selected by the Sponsor in its sole discretion (subject to the terms and conditions of the issuer); (ii) round-trip economy airfare for two (2) people to a city in Canada or the United States (determined by the Sponsor in its sole and absolute discretion, based on Sidney Crosby's scheduling and availability) (the " <b>Destination City</b> ") from the major Canadian airport nearest to the winner's residence (as determined by the Sponsor in its sole and absolute discretion); (iii) three (3) nights hotel accommodation in the Destination City (hotel to be selected by the Sponsor in its sole and absolute discretion) (one (1) room, double occupancy); and (iv) attendance for the winner and winner's guest to a Meet & Greet session with Sidney Crosby (the " <b>Meet &amp; Greet Session</b> ") lasting approximately ten (10) minutes, which will occur immediately following the selected NHL® game (subject to scheduling and Sidney Crosby's availability as determined by Sponsor in its sole and absolute	1:18,204,800	1	\$5,000 CAD (based on the components of the Prize and a hypothetical Toronto, Ontario departure point and Pittsburgh, Pennsylvania destination point example, excluding the meet and greet session with Sidney Crosby which is not available for sale and therefore has

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	<p>discretion) or as otherwise determined by Sponsor in its sole discretion (in consultation with the NHLPA).</p> <p>Without limiting the generality of the foregoing, the following terms and conditions apply to the Meet and Greet with Sidney Crosby Prize: (i) the Meet and Greet with Sidney Crosby Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor's option; (iii) all travel related to the Meet and Greet with Sidney Crosby Prize must be completed by the dates specified by the Sponsor (otherwise the Meet and Greet with Sidney Crosby 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); (iv) the confirmed winner and his/her guest must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel; and (c) must not have any legal barrier to travel to, and return from, the Destination City; (v) the costs of everything not specifically and expressly stated above as included in the Meet and Greet with Sidney Crosby Prize are the sole and absolute responsibility of the confirmed winner and his/her guest, including, without limitation: transportation for the confirmed winner and his/her guest to and from the Canadian departure airport; excess baggage and other fees; and items of a personal nature (NOTE: the confirmed winner may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (vi) if the confirmed winner and his/her guest do not utilize any part(s) of the Meet and Greet with Sidney Crosby Prize for any reason, 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; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Meet and Greet with Sidney Crosby Prize or any component thereof; and (b) substitute the Meet and Greet with Sidney Crosby Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award (including without limitation if the fulfillment of the Meet and Greet with Sidney Crosby Prize, or any part thereof, is rendered impossible, infeasible, unsafe or impractical for any reason including without limitation due to any pandemic-related law, regulation, order, policy, guideline, strike, travel restriction, NHL policy, restriction or restriction, or for any other reason (all as determined by the Sponsor in its sole and absolute discretion)); (viii) all travel arrangements relating to the Meet and Greet with Sidney Crosby Prize must be made through the Sponsor or its designated agents; (ix) by accepting the Meet and Greet with Sidney Crosby Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Meet and Greet with Sidney Crosby Prize or a component thereof does not prove satisfactory, either in whole or in part; (x) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets; (xi) the confirmed winner's guest must sign (and, if a Minor, his/her parent or legal guardian must also sign) and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Meet and Greet with Sidney Crosby Prize (including, without limitation, any travel related thereto); (xii)</p>			no associated retail value)

Prize Card Type	Golden Card Prize Description	Odds at Contest start	Number Available at Contest start	ARV
	any difference between the actual value of the Meet and Greet with Sidney Crosby Prize and its stated approximate retail value will not be awarded; (xiii) all characteristics and features of the Meet and Greet with Sidney Crosby Prize (and of each Meet and Greet with Sidney Crosby Prize element), except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (xiv) precise travel arrangements are subject to space and flight availability and shall be made at the Sponsor's sole and absolute discretion; (xv) once booked, travel arrangements may not be changed by the Meet and Greet with Sidney Crosby Prize winner; (xvi) certain blackout dates and further restrictions may apply; (xvii) the Released Parties will not be in any way responsible (and for greater certainty, are not obligated to offer any substitute prizeing) in the event that any part of the Meet and Greet with Sidney Crosby Prize (including, without limitation, Meet and Greet with Sidney Crosby Prize transportation, meet and greet with Sidney Crosby, or NHL® game) is delayed, postponed, rescheduled or cancelled for any reason whatsoever (including, without limitation, due to illness or health risks, or any governmental or health authority orders, measures, directives or guidance in response to such illness or risks, such as, without limitation, those that may be implemented to mitigate COVID-19 transmission, or due to any other cause of any kind or nature whatsoever); and (xviii) resale of NHL® game/event tickets is prohibited, and the winner and his/her guest must abide by all venue policies and game/event ticket terms and conditions - Sponsor reserves the right to revoke any full or partial Meet and Greet with Sidney Crosby Prize from the winner or winner's guest who it, or venue personnel, deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Sponsor, the NHLPA (or any of its members) or the NHL Entities into disrepute.			

## 7. WINNER NOTIFICATION AND CONFIRMATION:

### (I) SPECIALTY PRIZE CARDS & GOLDEN PRIZE CARDS

Prize Cards received as part of a Card Pack correspond with a specific Specialty Card Prize or Golden Card Prize, as applicable. Receipt of a Prize Card is not a Prize, but merely a notification that the recipient is a potential winner of the applicable Prize.

If an entrant receives a Prize Card, he/she must redeem it following the instructions provided below to receive the corresponding Prize. In the event a Minor receives a Prize Card, he/she is permitted to transfer such Prize Card to his/her parent or legal guardian (who must have reached the legal age of majority), who will then be deemed the entrant who must redeem it following the instructions provided below.

To redeem a Prize, visit <https://www.upperdecktimhortons.com/> (the “Website”) and follow the on-screen instructions to: (i) submit the scratch pin code (each, a “Scratch Code”) found on the front of your Prize Card; and (ii) complete the Prize Card claim form, which includes (among other things): (a) the requirement to correctly answer a mathematical skill-testing question without mechanical or other aid; (b) a confirmation of compliance with these Rules; (c) an acknowledgement of acceptance of the applicable Prize (as awarded); (d) release of the Released Parties from any and all liability in connection with this Contest, winner’s participation therein and/or the awarding and use/misuse of the applicable Prize or any portion

thereof; and (e) agreement to the publication, reproduction and/or other use of winner's name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the Internet (collectively, a "**Prize Claim**").

You will not be confirmed as a Prize winner until the Sponsor has verified that you have fully complied with these Rules (as determined by the Sponsor in its sole and absolute discretion), including without limitation submitting a valid Scratch Code and providing the correct answer to the mathematical skill-testing question. There is a limit of one (1) Golden Card Prize per Golden Prize Card/Scratch Code, and one (1) Specialty Card Prize per Specialty Prize Card/Scratch Code. You must submit your Prize Claim on or before December 31, 2021. For greater certainty, a Prize Claim submitted or received after this deadline will be void and will not be honoured (and the participant will forfeit all rights to the applicable Prize). Upon verification, a Prize will be delivered (as applicable) to the confirmed winner within 4-6 weeks from the date of Prize Claim submission.

**IMPORTANT NOTE:** Each Scratch Code is unique and, in order to be valid, must not have been submitted as part of a previous Prize Claim; therefore, do not disseminate your Scratch Code (including via social media). For greater certainty, each Scratch Code will automatically expire after its first use or after December 31, 2021 (whichever occurs first). Please retain the original Scratch Code and corresponding Prize Card for your records. All Scratch Codes submitted are subject to verification in the sole and absolute discretion of the Sponsor. Any Scratch Code that cannot be verified as legitimately obtained in accordance with the letter and spirit of these Rules to the complete satisfaction of the Sponsor, in its sole and absolute discretion, within the timeline specified by the Sponsor is subject to immediate disqualification (in which case the Prize Claim and/or entrant will be declared disqualified and such entrant will forfeit any rights to a Prize). The Released Parties are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Scratch Code submissions or Scratch Code submission attempts (all of which are void).

## **8. VERIFICATION**

All participants 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. Without limiting the generality of the foregoing, the Sponsor reserves the right in its sole and absolute discretion to request an original Scratch Code for the purposes of verification. The sole determinant of the time for the purposes of this Contest will be the Sponsor's Contest server machine(s). All information requested by and/or supplied to the Sponsor for the purpose of the Contest 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).

## **9. 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.

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all 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 Contest-related Information is, or becomes (as applicable), the property of the Sponsor and, as applicable, no Contest-related Information will be returned. The Released Parties will not be liable for: (i) any failure, error or malfunction of the

App, a participant's Tims Rewards account, the Website or any other website or platform during the Contest; (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 Contest-related Information, 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 Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; (vi) and/or any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Québec, to cancel, withdraw, amend or suspend the Contest (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 Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, health risks or governmental restrictions (such as those that may be implemented to mitigate COVID-19 transmission), 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 Contest 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 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. Sponsor is not responsible if a participant is unable to access the Website 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 Contest. The Sponsor reserves the right to disqualify all such participants from future Contests conducted by the Sponsor without further notice. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to adjust any of the dates, timeframes and/or other Contest 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 Contest as contemplated in these Rules, or for any other reason.

If due to online, software, internet, computer or other error of any kind, more Prizes are printed, 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 Contest immediately, subject only to the approval of the Régie in Quebec, the Sponsor reserves the right to invalidate and revoke all such erroneously printed, 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. Sponsor reserves the right to conduct a random drawing from amongst all eligible Prize claimants whose claims have not yet been redeemed to award the correct number of Prizes at the applicable prizing level (as stated in 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.

If due to printing or production error a Card or Scratch Code is unusable for the purposes of this Contest as contemplated by these Rules, the applicable entrant's only remedy in this regard will be to receive another Card or Scratch Code, while supplies last.

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 participant expressly consents to Sponsor, the Administrator and their designated representatives collecting, storing, sharing and using the personal information submitted for such purposes and in accordance with Sponsor's Privacy Policy (available at <https://www.timhortons.ca/privacy-policy>). 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 participant (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.

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 French version of these Rules, Card Packs, Cards, 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 <https://www.timhortons.ca/collect-to-win> 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 Contest 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 Contest.

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