

## 2022 TIM HORTONS TEAM CANADA HOCKEY CARDS 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 2022 Tim Hortons Team Canada Hockey Cards Contest (the “**Contest**”) starts at 12:00:00 a.m. Eastern Time (“**ET**”) on January 3, 2022 and ends on February 14, 2022 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 TDL Group Corp., National Hockey League Players’ Association (“**NHLPA**”), Hockey Canada, The Upper Deck Company, a Nevada Corporation (“**Upper Deck**”), 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. In the event a Minor receives a Prize Card (defined below), 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. 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 official Tim Hortons Team Canada 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 Tims 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: 2022 Tim Hortons Team Canada 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 February 21, 2022 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 within a Card Pack will correspond with a specific type of Prize (defined below) (each, a “**Prize Card**”).

A minimum of 5,800,000 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 LIMITS, CONDITIONS AND REQUIREMENTS:**

There is a limit of ten (10) Card Packs per person, regardless of the method of entry (for certainty, a person may receive up to ten (10) Card Packs in total by completing ten (10) Eligible Purchases and/or Mail-in Requests). 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, 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 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 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 Prizes and Golden 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 Prize Description	Number Available at Contest Period start	Odds at Contest Period start
Team Canada™ Sidney Crosby Signature Card #87	One (1) Team Canada™ Sidney Crosby Signature Card #87	87	1:66,722

Prize Card Type	Specialty Prize Description	Number Available at Contest Period start	Odds at Contest Period start
Team Canada™ Sidney Crosby Signature Card #9	One (1) Team Canada™ Sidney Crosby Signature Card #9	9	1:644,978
Team Canada™ Nate MacKinnon Signature Card #29	One (1) Team Canada™ Nate MacKinnon Signature Card #29	29	1:200,166
Team Canada™ Nate MacKinnon Signature Card #23	One (1) Team Canada™ Nate MacKinnon Signature Card #23	23	1:252,383
Team Canada™ Jersey Relics Card	One (1) card featuring a piece of an authentic, game-worn jersey from one (1) of the following eighteen (18) players: Anthony Cirelli, Aaron Ekblad, Brayden Point, Carter Hart, Dylan Cozens, Joe Thornton, Kirby Dach, Rebecca Johnston, Mathew Barzal, Maxime Comtois, Marie-Philip Poulin, Pierre-Luc Dubois, Peyton Krebs, Patrick Marleau, Quinton Byfield, Ryan Getzlaf, Thomas Chabot Travis Konecny	3,225	1:1,800
Team Canada™ Autograph Jersey Relics 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: Alexis Lafreniere, Connor McDavid, Nick Suzuki, Jarome Iginla, Jonathan Toews, Quinton Byfield	150	1:38,699
Team Canada™ Signatures Card	One (1) card autographed by the following fifteen (15) players: Bowen Byram, Barrett Hayton, Brayden Schenn, Carter Hart, Connor McMichael, Cam Talbot, Dylan Cozens, Kirby Dach, Cale Makar, Maxime Comtois, Mitch Marner, Pierre-Luc Dubois, Peyton Krebs, Quinton Byfield, Thomas Harley	807	1:7,200
Maple Leaf Forever Autograph Card	One (1) card autographed by the following fifteen (15) players: Alexis Lafreniere, Brad Marchand, Connor McDavid, Carey Price, Grant Fuhr, Jarome Iginla, Jonathan Toews, Mitch Marner, Mario Lemieux, Mark Messier, Joe Sakic, Renata Fast, Shayne Corson, Steve Yzerman, Wayne Gretzky	150	1:38,699

Each Specialty 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 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 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 Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion.

**(II) GOLDEN PRIZE CARDS**

Prize Card Type	Golden Prize Description	Odds at Contest start	Number Available at Contest start	ARV Each (CAD)
Sidney Crosby Milestone World Junior Championship	One (1) framed Milestone World Junior Championship jersey, autographed by Sidney Crosby	1:5,804,800	1	\$978.33
Sidney Crosby	One (1) framed Team Canada jersey, autographed by Sidney Crosby	1:5,804,800	1	\$978.33
Mario Lemieux	One (1) framed Team Canada jersey, autographed by Mario Lemieux	1:5,804,800	1	\$978.33
Wayne Gretzky - Canada Cup	One (1) framed Canada Cup jersey, autographed by Wayne Gretzky	1:2,902,400	2	\$978.33
Phil Esposito - Summit Series	One (1) framed Team Canada Summit Series jersey, autographed by Phil Esposito	1:2,902,400	2	\$978.33
Paul Coffey - Canada Cup	One (1) framed Canada Cup jersey, autographed by Paul Coffey	1:2,902,400	2	\$978.33
Carey Price	One (1) framed Team Canada jersey, autographed by Carey Price	1:5,804,800	1	\$978.33
John Tavares - World Junior Championship	One (1) framed World Junior Championship jersey, autographed by John Tavares	1:2,902,400	2	\$978.33
Grant Fuhr - Canada Cup	One (1) framed Canada Cup jersey, autographed by Grant Fuhr	1:5,804,800	1	\$978.33
Mitch Marner – Men's World Championship	One (1) framed Team Canada jersey, autographed by Mitch Marner	1:2,902,400	2	\$978.33
Jonathan Toews	One (1) framed Team Canada jersey, autographed by Jonathan Toews	1:2,902,400	2	\$978.33
Alexis Lafreniere - 100th Anniversary	One (1) framed Team Canada 100th Anniversary jersey, autographed by Alexis Lafreniere	1:2,902,400	2	\$978.33
Martin Brodeur - 100th Anniversary	One (1) framed Team Canada 100th Anniversary jersey, autographed by Martin Brodeur	1:2,902,400	2	\$978.33
Marcel Dionne - 1972 Summit Series	One (1) framed Team Canada Summit Series jersey, autographed by Marcel Dionne	1:2,902,400	2	\$978.33
Shea Weber	One (1) framed Team Canada jersey, autographed by Shea Weber	1:5,804,800	1	\$978.33
Tim Card®	One (1) \$50 CAD Tim Card® gift card	1: 23,220	250	\$50

Each Golden 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 Golden 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 Golden Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion.

Each Tim Card must be accepted as awarded as a physical card and is subject to the terms and conditions of the issuer. No interest will be paid on a Tim Card.

## 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 Prize or Golden 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 Prize per Golden Prize Card/Scratch Code, and one (1) Specialty Prize per Specialty Prize Card/Scratch Code. You must submit your Prize Claim on or before March 7, 2022. 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 March 7, 2022 (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 foregoing, 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**”), Upper Deck 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 [www.timhortons.ca](http://www.timhortons.ca) /TimsC2W 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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