

# Tim Hortons® Holiday Promotion

## OFFICIAL TERMS AND CONDITIONS

**PURCHASE IS NECESSARY, INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED.**

- 1. AGREEMENT TO BE LEGALLY BOUND BY TERMS AND CONDITIONS:** By participating in this Promotion, you are signifying your agreement that you have read and agree to be legally bound by these Official Terms and Conditions (the “**Terms**”).
- 2. PROMOTION SPONSOR:** The promotion sponsor is Tim Hortons Advertising and Promotion Fund (Canada) Inc. (the “**Sponsor**”).
- 3. PROMOTION OFFER & REWARD:** The “Holiday Promotion” (the “**Promotion**”) offers eligible consumers who purchase a minimum of \$30.00 CAD (pre-tax & after the application of any coupons or discounts) of participating Tims® at Home products, while supplies last, during the Promotion Period at any participating retail, restaurant, or online store located in Canada to receive a \$10.00 CAD digital Tim Card® gift card redeemable at any participating Tim Hortons® location throughout Canada (the “**Reward**”). A person may only include one (1) Proof of Purchase per Submission and use only one (1) email address and one (1) mailing address to participate. Limit of five (5) Rewards per household.
- 4. PROMOTION PERIOD:** All times referenced in these Terms are in Eastern Time (“**ET**”). The promotion period begins 12:00:01 AM ET November 1, 2021 and ends 11:59:59 PM ET January 6, 2022 (the “**Promotion Period**”).
- 5. ELIGIBILITY:** To participate in this Promotion you must: (i) be a legal resident of Canada; (ii) be in Canada; (iii) have reached the legal age of majority in your province/territory of residence at the time of your Submission; and (iv) have a unique, different, and valid e-mail account. Specifically excluded from participating in the promotion are: (i) employees, officers, directors, agents, and representatives of the Sponsor and their respective subsidiaries, affiliates, and advertising or promotion agencies; and (ii) a member of any such person’s immediate family (regardless of where they live) or persons with whom they are domiciled (whether related to the person or not). In these Terms, “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner or legal or common-law spouse. Groups, clubs, organizations, businesses, and commercial/non-commercial entities cannot participate.
- 6. ELIGIBLE PURCHASES & PARTICIPATING PRODUCTS:** An eligible purchase (an “**Eligible Purchase**”) consists of at least \$30.00 (pre-tax & after the application of any coupons or discounts) of any assortment and any format of Tims® at Home products (each a “**Participating Product**”) purchased at a participating retail store or restaurant (a “**Store**”) or an authorized online retailer (an “**Online Retailer**”) located in Canada. A full list of Participating Products is provided in Schedule "A" of these Terms.
- 7. HOW TO PARTICIPATE IN THE PROMOTION:**

a) **PROMOTION REGISTRATION:** Before you are eligible to create a Submission and request a Reward, you must complete the two-step registration process (the “**Registration Process**”) by visiting TimsAtHomePromotion.ca (the “**Promotion Website**”) during the promotion period and completing all required fields within the registration form (the “**Registration Form**”), including your first and last name, your complete mailing address, a valid email address, and by checking the box to confirm that you are entering the promotion in compliance with these Terms and in agreement with the Sponsor’s Privacy Policy (available at <https://www.timhortons.com/ca/en/privacy.php>). When submitting the registration form you agree to allow a login “cookie” to be set within your internet browser (a “**Login Cookie**”) for the purpose of identifying you upon returning to the promotion website. Next, you will receive a registration confirmation email (the “**Registration Confirmation Email**”) that includes instructions to click the appropriate button/link to complete your registration (become a “**Registered User**”) and login to your personal profile (your “**Profile**”) on the promotion website (“**Log In**”). At this point, if your internet browser and device settings permit it, a login cookie will be set so you will not need to take further actions to access the website on subsequent visits.

- **SHARED COMPUTER/DEVICE LOG OUT:** If you are using a computer or mobile device that is shared by other people, before leaving the promotion website, press the “Log Out” button/link from the main website menu. This will delete the login cookie and ensure others will not have access to your personal registration profile (a “**Log Out**”). You will need to follow the login instructions detailed below when returning to the promotion website to check the status of a previous submission or create a new submission.
- **PROMOTION WEBSITE LOGIN:** You will need to login by entering your email when returning to the promotion website if the login cookie was not set within your internet browser during registration, if it has since been deleted from your internet browser, if you chose to log out after your last visit or if you visit from a different device or browser. In this case, a new login link (a “**Login Link**”) can be requested by entering the email address used to register for the promotion at the login page – linked to from the main website menu – and following the on-screen instructions.

b) **SUBMISSION CREATION:** There are four (4) elements that, when submitted together, constitute a submission/reward request (a “**Submission**”):

- i. **PROOF OF PURCHASE:** A photo of an original retail store receipt showing all four corners or retail shipment/order pick-up confirmation record, depending upon purchase channel. Acceptable file formats are: JPG, PNG, and PDF (your “**Proof of Purchase**”);
- ii. **RETAILER SELECTION:** Your selection of the retailer from which the Participating Products found on the Proof of Purchase document submitted was made (your “**Participating Products Retailer Selection**”);
- iii. **REWARD REQUEST:** Your selection of the number of cumulative Rewards that you believe should be awarded based on the aggregate cash value of all Participating Products found on the Proof of Purchase document (your “**Participating Products Reward Request**”); and

- iv. **PRODUCT SELECTION:** Your selection of the product categories and quantity of each in regard to Tims® at Home products found on the Proof of Purchase document (your **“Participating Products Category Selection”**)

During the Purchase Period, make an Eligible Purchase and either;

- a) for Store purchases, take a photo of your original cash register sales receipt (the **“Receipt”**) showing the retailer’s name, transaction date & time, the Participating Products – including the product description and unit price – and transaction subtotal and total dollar amount; or,
- b) for Online Retailer purchases, download and/or save your order delivery record or pick-up or shipment confirmation record (the **“Order Confirmation”**) showing the retailer’s name, transaction date & time, the Participating Products – including the product description and unit price – and transaction subtotal and total dollar amount.

***NOTE REGARDING ONLINE RETAILER PURCHASES:** Confirmation records for not-yet-shipped orders or requests for delivery or pick-up of placed orders is not sufficient to constitute a qualifying Proof of Purchase. Only confirmed shipping records, order delivery records or order pick-up confirmation records will satisfy the requirements for a qualifying Proof of Purchase.*

Next, when in a logged-in state at the Promotion Website, click on the “Upload Proof of Purchase” button found on the entry page (the **“Entry Page”**) and upload the photo of your Proof of Purchase. If necessary, upload a second image of your Proof of Purchase showing the backside, additional page, or alternative view by clicking the appropriate link/button. Then, select the appropriate dollar-value range for the Participating Products included on the Proof of Purchase from the drop-down menu provided and click the “Review” button to review the image(s) uploaded and the value of Participating Products selected; you have the option to “Edit” (remove, add, or replace an image and/or adjust the Participating Products dollar value selection). Once satisfied the image(s) uploaded and information provided meet the requirements of a valid Submission, press the “Submit” button to complete your Submission.

You will receive a submission confirmation email (a **“Submission Confirmation Email”**) for each Submission you make. This email will include a submission number (a **“Submission Number”**) and reference the number of Rewards you requested to receive with the Submission. It is your sole responsibility to check your inbox, spam or junk folders or any other folder that your email provider may push emails to for notification emails from (or on behalf of) the Sponsor.

Your profile page will be updated to reflect the details of your Submission, including the Submission Number, date of Submission, Rewards requested, and the Proof of Purchase image(s) attached.

Each Submission will then be reviewed by the Sponsor to determine if it is eligible for a Reward.

The Sponsor, its affiliates and their respective officers, directors, agents, representatives, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Submissions and/or other information (all of which is void).

**IMPORTANT: YOU MUST KEEP YOUR ORIGINAL RECEIPT.** The Sponsor reserves the right to request from you the original receipt used for the purposes of this Promotion for further verification purposes at any time and for any reason. A failure to provide the original receipt to the Sponsor within the timeline specified by the Sponsor may result in disqualification at the Sponsor’s sole and absolute discretion.

- 8. SUBMISSION REVIEW & REWARD QUALIFICATION:** Each Submission will be reviewed for eligibility within two (2) business days (excluding weekends and holidays) from the time of submission (a “**Submission Review**”). There are three (3) possible outcomes of a submission review – “Accepted”, “Partially Accepted” or “Rejected”. If your submission is eligible and accepted, you will receive an email informing you as to how many Rewards your Submission qualified you for. If your Submission is determined to be ineligible and is rejected, you will receive an email message defining the reason(s) as to why the Submission cannot be accepted. A partially accepted Submission will result in the delivery of a message that confirms (i) the number of rewards you qualified for, and (ii) the rejection reason(s) for others.

Your Profile page will always reflect the current state of each Submission. Once reviewed, the status will be updated to include the number of Rewards qualified for and/or the rejection reason(s).

All information related to the Promotion, including, Eligible Purchases, Receipts, Submissions, is subject to verification at any time and for any reason. Among other things, the Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification).

- 9. REWARD DELIVERY:** For each Reward you qualify for, a distinct email will be delivered including redemption/use instructions and a link to claim your digital Tim Card® gift card.

***NOTE:** A participant will receive a \$10.00 digital Tim Card® gift card for every \$30.00 included on a submitted Proof of Purchase. For example, if a participant submits a Proof of Purchase where the total value of Participating Products is \$60.00, the participant will receive two emails, each with a unique link to a \$10.00 digital Tim Card® gift card. Similarly, if a Proof of Purchase includes a total of \$120.00, the participant will receive four emails, each with a unique link to a \$10.00 digital Tim Card® gift card.*

To activate your digital Tim Card®, you must complete the following steps:

- A. Click on the unique link provided within your specific reward email, where you will be taken to a webpage that contains your \$10.00 electronic Tim Card® gift card;
- B. Select one (1) of the following options:

- i. Print the digital Tim Card® gift card and present your printed sheet with your next purchase of a Tim Hortons® product at any participating restaurant location in Canada, or;
- ii. Add the \$10.00 Tim Card® gift card to your account via the Tim Hortons® app to use toward your next purchase of a Tim Hortons® product at any participating restaurant location in Canada, or;
- iii. Bookmark the webpage in your mobile device browser and/or present a downloaded PDF to a customer associate at the time of your next purchase of a Tim Hortons® product at any participating restaurant location in Canada

Your digital Tim Card® gift card is subject to the terms and conditions imposed by the issuer, cannot be exchanged for cash or otherwise, and must be accepted as awarded without substitution and is not transferable or for resale and has no cash surrender value. If a purchase exceeds the value of the digital Tim Card® gift card, you will be responsible for any amount due which is over the \$10.00 CAD value of the digital Tim Card® gift card (or the available balance at the time of purchase), including applicable taxes. If any purchase does not exceed the digital Tim Card® gift card value, the remaining available balance will not be paid to you but will remain on the digital Tim Card® gift card.

It is your sole responsibility to check your e-mail account for all email communications, including (but not limited to) checking his/her inbox, spam, junk folders and any other folder that his/her email provider may push emails to. The Released Parties (as defined below) do not assume any responsibility and are not responsible for electronic communications (including without limitation emails) which are undeliverable for any reason, including (but not limited to) any form of active or passive filtering of any kind or insufficient space in a participant's mailbox to receive e-mail messages, or other communications. It is also your sole responsibility to ensure that no one else prints, downloads, or utilizes your digital Tim Card® gift card. However, if your registered digital Tim Card® gift card is lost, stolen, or destroyed, it can be replaced with the balance remaining on it, but only if it has been registered in accordance with Tim Card® gift card terms and conditions found at <https://timhortons.com/ca/en/timcard/timcard-terms-conditions.php>.

**10. LIMITATION OF LIABILITY:** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. By participating in the Promotion, you, your heirs, executors, administrators, successors and assigns, release and forever discharge and hold harmless the **Released Parties** from and against any and all losses, damages (including, without limitation, direct, indirect, incidental, consequential or punitive damages), rights, claims, actions, causes of action, personal injury, property damage or death, including without limitation all costs and liabilities of any kind including legal fees arising from participation in the Promotion, or the acceptance, possession, use or misuse or enjoyment of any Reward.

The Released Parties will not be liable for: (i) any failure of any website(s) or platform(s); (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 Submissions 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 an entrant's or any other person's computer or other device related to or resulting from participating in this Promotion; (v) anyone being incorrectly and/or mistakenly identified as eligible to receive a Reward; (vi) lost, stolen or damaged Rewards; and/or (vii) any combination of the above.

**11. GENERAL CONDITIONS:** This Promotion is subject to all applicable federal, provincial, and municipal laws. All Submissions become the property of the Sponsor. The decisions of Sponsor with respect to all aspects of this Promotion are final and binding on all participants without right of appeal.

If you have any questions regarding the promotion, please visit the website at [www.TimsAtHomePromotion.ca](http://www.TimsAtHomePromotion.ca), check the FAQ webpage and/or contact Consumer Support at [support@timsathomepromotion.ca](mailto:support@timsathomepromotion.ca).

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Promotion (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of Sponsor that interferes with the proper conduct of this Promotion as contemplated by these Terms, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Promotion, or to amend these Terms, 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.

The personal information collected will only be used by Sponsor and its authorized agents for the purpose of Reward fulfillment and administration of this Promotion, unless otherwise authorized by the participant, and in accordance with Sponsor's Privacy Policy (available at: <https://www.timhortons.com/ca/en/privacy.php>).

Sponsor's failure to enforce any provision of these Terms shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. If any provision of the Terms is determined to be invalid or otherwise unenforceable, then the Terms shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

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## **Schedule "A" – PARTICIPATING PRODUCTS:**

The below Tim Hortons® at home products are included in this offer.

Please note that the purchase of Tim Cards®, Tim Card® reloads, Tim Hortons® restaurant food or drinks and Tim Hortons® non-consumable items such as mugs, travel mugs, ornaments, clothing, etc. are all excluded from this offer.

### **Packaged Coffee:**

- Tim Hortons® Bagged Coffee (300g - 907g)
- Tim Hortons® Canned Coffee (640g – 1.36 kg)
- Tim Hortons® Instant Coffee (100g – 300g or 12ct sachets)
- Tim Hortons® Tassimo Coffee & Tea (32g – 123g)
- Tim Hortons® Keurig Single Serve Coffee (12 – 80 pods)

### **Packaged Tea:**

- Tim Hortons® Keurig Single Serve Tea (12 – 30 pods)
- Tim Hortons® Tea Bags (20 – 108 tea bags)

### **Packaged Specialty Beverages:**

- Tim Hortons® Keurig Single Serve Hot Chocolate (10ct – 20ct)
- Tim Hortons® Canned Hot Chocolate (500g - 1.5kG)
- Tim Hortons® Hot Beverage Sachets (8 – 30 sachets)
- Tim Hortons® Keurig Single Serve French Vanilla Cappuccino (10ct - 24ct)
- Tim Hortons® Canned French Vanilla Cappuccino (454g)
- Tim Hortons® Bottled Iced Capp® & Iced Coffee (340mL)

### **Packaged Food & Treats:**

- Tim Hortons® Canned Soup or Chili (425g & 540mL)
- Tim Hortons® Granola Bars (5ct)
- Tim Hortons® Timbits® & Café Mocha Cereal (311g - 340g)
- Tim Hortons® Tim Hortons Coffee Bars™
- Tim Hortons® Hot Chocolate Bombs (4ct)