

TIM HORTONS ROLL UP THE RIM TO WIN® PROMOTION – U.S.A. 2019

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE.

Not open to residents of Rhode Island, Arizona, Hawaii, Florida, Alaska, Puerto Rico.

Void where prohibited by law.

- ELIGIBILITY:** This Promotion is open to legal residents of the United States (U.S.) and the District of Columbia (D.C.) except Rhode Island, Arizona, Hawaii, Florida, Alaska, Puerto Rico, aged 18 or older. Employees, officers and directors of Tim Hortons USA Inc., its parent company, subsidiaries, affiliates, franchisees, Cup suppliers, Cup distributors, Cup carriers, printer(s) of promotion materials, vendors, advertising and promotion agencies involved in the development and execution of this Promotion or any of its materials, and their immediate family members (parents, grandparents, children, siblings or spouse of any of the foregoing), regardless of where they live, or household members (whether related or not) of such employees, officers, directors are not eligible to participate or win a prize.
- DATES:** The Promotion will begin on or about February 6, 2019, and is scheduled to end on March 13, 2019, or when Promotion Cup supplies are exhausted, whichever comes last. Write-in requests for a free promotion Cup must be postmarked by March 13, 2019, and received by March 20, 2019 (unless extended as described below), subject to availability. Promotion Cups that remain in Tim Hortons® restaurants or distribution centers as of March 13, 2019 will be distributed until they are depleted or voided. If restaurant distribution of Promotion Cups extends beyond March 13, 2019, as outlined in this paragraph, the Promotion Cups will continue to be distributed for free by mail as outlined in Paragraph 4. The deadline for claiming prizes is May 3, 2019. See paragraph 7 for details on how to claim a prize. All Cups become void and invalid after May 3, 2019.
- HOW TO PLAY:** Commencing on or about February 6, 2019, purchase a medium, (15oz.), large (20 oz.), or extra-large (24 oz.) hot beverage and receive the beverage in a specially marked promotion cup (each, a "Cup" or "Roll Up Cup") while supplies last. Purchasers of multiple cup refillable containers will receive one (1) Cup per container. Each Cup will have a rolled rim. Concealed inside the rim (each, a "RIM") will be a "WIN" or "Please Play Again" message printed on the unrolled RIM (each a "RIM TAB" and collectively, "RIM TABS"). A "WIN" message will describe the specific prize you may have won, subject to verification. To claim your prize, follow the instructions below. All prize claims must be redeemed by May 3, 2019 at 11:59:59 p.m. ET or store closing, whichever is earlier. Cups will be available for distribution at participating Tim Hortons® restaurant locations in the U.S. through March 13, 2019 or when Promotion Cup supplies are exhausted, whichever comes last.
- TO PLAY WITHOUT A PURCHASE:** To obtain a FREE Cup (while supplies last/actual size to be selected by Sponsor in its sole and absolute discretion) or a copy of these Promotion Official Rules by mail, send a handwritten, self-addressed, postage-paid, business-size return envelope to: Tim Hortons RUTR 2019 Sweepstakes Promotion, PO Box 1315, Calais, ME 04619- 6315. Please specify whether you are requesting a FREE Cup or a copy of the

Official Rules. All requests for a FREE Cup must be postmarked by March 13, 2019 and received by March 20, 2019. One request per mailed envelope with sufficient postage. Limit five (5) mailed requests per day (based upon postmark date). Typed, computer generated, mechanically printed, produced or reproduced mailed envelopes are not allowed. **DO NOT SEND PRIZE CLAIMS OR OTHER CORRESPONDENCE TO THIS ADDRESS**. Proof of sending will not be deemed to be proof of receipt by the Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will not be honored.

5. PRIZE CHART AND ODDS:

PRIZE	QTY	RIM TAB PRIZE MESSAGE	PRIZE	ARV (US Dollars) Per Prize	ODDS
A	1	WIN JEEP	Jeep® Compass Latitude 4X4	\$29,660	1:16,225,200
B	10	WIN \$2500 PRE-PAID CARD	\$2,500 USD Prepaid card	\$2,500	1:16,225,200
C	25	WIN COFFEE FOR 1 YEAR	Free Coffee for a Year Card	\$755.55	1:649,008
D	400	WIN \$50 [PIN #] TIM CARD®	\$50 Tim Card®	\$50.00	1:40,562
E	2,704,200		Coffee & Food Prizes		1:6
	75%	WIN COFFEE	Any Size Hot Beverage	\$0.79 - \$4.59	
	25%	WIN DONUT	Choice of Baked Good (cookie, donut, or muffin)	\$0.99 - \$1.95	

ODDS OF WINNING: The above stated odds calculation is based upon 16,225,200 Cups, which is the estimated maximum number of Cups that might be produced for this Promotion (i.e., the sum of the minimum number of Cups to be printed (16,225,200) and the 2% maximum overproduction variance). Odds depend upon the number of Cups actually printed.

6. PRIZE DESCRIPTIONS, APPROXIMATE RETAIL VALUE (“ARV”) AND CONDITIONS:

A. One (1) 2019 Jeep® Compass Latitude 4X4. (ARV \$29,660). Vehicle will be delivered to a Jeep® dealer near winner’s place of residence, for pickup by winner. All vehicle details, including colors and options, will be determined by Sponsor in its sole discretion. Delivery date of vehicle is subject to vehicle availability. Winner will be responsible for all costs incurred in claiming prize, including but not limited to taxes, registration, title and license fees, and insurance. Winner must present his/her current valid driver’s license and proof of insurance prior to taking possession of the vehicle.

B. Ten (10) \$2,500 Prepaid Card Prizes. All Prepaid Card prizes must be accepted as awarded in the form solely decided upon by Sponsor. Prepaid card is subject to the expiration date, terms and conditions of usage stated on the card and on card issuer’s website. Sponsor is not responsible for any lost, stolen or damaged Prepaid Cards.

C. Twenty-five (25) “Free Coffee for a Year” Prizes. (Prize ARV of \$755.55 is based on 365 redemptions for a medium hot or iced coffee). Awarded in the form of a Free Coffee for a Year Tim Card® (the “Card”). Winner can

use Card to redeem one (1) any size hot beverage, any size Iced Capp®, any size Iced Coffee, or any size Iced Latte (each, a “Daily Free Coffee Prize”) per day (i.e., 12:00am to 11:59pm). Card must be activated by winner no later than July 1, 2019, and is valid for 365 consecutive days commencing on the day the card is activated, or until June 30, 2020, whichever occurs first. Card is valid for one redemption per day. Missed redemptions have no cash value, are void and forfeited by winner/card holder and may not be carried over to or combined with a Daily Free Coffee Prize redemption for another day. Sponsor is not responsible for any lost, stolen or damaged Free Coffee for A Year Tim Card®.

D. Four hundred (400) \$50 Tim Card® Prizes. All Tim Card® prizes must be accepted as awarded in the form solely decided upon by Sponsor. Tim Card® Prize is subject to the terms and conditions of usage stated on the Tim Card® and as set forth on card issuer’s website. Sponsor is not responsible for any lost, stolen or damaged Tim® Cards.

E. Two million, seven hundred four thousand, two hundred (2,704,200) Coffee & Food prizes (collectively, the “Coffee & Food Prizes”). ARVs for Coffee & Food Prizes are based upon the average maximum recommended retail pricing in the U.S. as of December 14, 2018:

- (i) Any size brewed coffee or hot beverage (ARV: \$0.79 - \$4.59).
- (ii) Choice of a muffin, cookie or donut. (ARV: cookie \$1.47; donut \$0.99-\$1.59; muffin \$1.70).

Total approximate retail value of all prizes is \$4,900,264 USD. Because the actual redemption of any Coffee & Food Prize is based upon the winner’s choice of prize and cannot be pre-determined, calculation of Coffee & Food Prize values for inclusion in total approximate retail value of all prizes is based on the average maximum recommended retail price of the prize stated on the RIM TAB: “WIN COFFEE” Prize based on medium brewed coffee (\$1.88); “WIN DONUT” Prize based on classic donut (\$1.03). Prize values are based on average maximum recommended retail pricing in the U.S. as of December 6, 2018 and actual retail prices vary by location.

One (1) prize per person or household for the Jeep Compass Latitude 4X4, \$2,500 Prepaid Card and “Free Coffee for a Year” Prizes. If you fail to claim a prize by the Prize Redemption deadline your prize claim shall be null and void. Unclaimed prizes will not be awarded. Unless otherwise stated in these Official Rules, prizes are not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except as specifically provided in these Official Rules or by Sponsor, who reserves the right to substitute a prize (or component thereof) with one of equal or greater value if the prize is not available for any reason as determined by Sponsor in its sole discretion. Winner will be responsible for paying any taxes associated with the receipt of a prize, including any federal, state or local taxes, and for any other costs and expenses not expressly listed above, including, but not limited to, sales taxes, registration, title and license fees, insurance and all other costs incurred in claiming, or using a prize. Prizes pictured in point-of-sale, television, print advertising, promotional materials and other materials are for illustrative purposes only. Actual prizes may vary from the prizes pictured. No interest will be paid on any cash prizes.

7. **PRIZE REDEMPTION:** Potentially winning RIM TABS must include the entire Prize Message printed under the RIM (see Prize Chart). Cups that have been tampered with or altered are void. Sponsor reserves the right in its sole discretion to reject any potentially winning RIM TAB if the Prize Message is not presented in its entirety.

Submission of a winning RIM TAB is the sole responsibility of the potential winner. **DO NOT GIVE ANY WINNING RIM TABS FOR VEHICLE, FREE COFFEE FOR A YEAR, PRE-PAID OR OTHER CARD PRIZES TO ANY RESTAURANT EMPLOYEE. TIM HORTONS® RESTAURANT OWNERS, OPERATORS AND STAFF ARE NOT AUTHORIZED TO VERIFY, FULFILL OR SUBMIT CLAIMS FOR THESE PRIZES.** If any prize notification, related correspondence or any prize is returned as undeliverable, such prize will be forfeited. To be eligible to claim a prize, Prize Claimants must have reached the age of majority in their state of residence. If a person under the age of majority receives an eligible "Winning" RIM TAB, they are permitted to transfer such RIM TAB to a parent or legal guardian, who will then be the eligible Prize Claimant. For purposes of this Promotion, a legal resident of the U.S. is defined as a person who has a valid U.S. birth certificate and/or valid visa showing permanent resident status. Sponsor reserves the right to make an independent investigation, if necessary. If a Prize Claimant receives an eligible RIM TAB to win a 2019 Jeep® Compass Latitude 4X4 and that Prize Claimant does not have a valid drivers' license or that Prize Claimant is not legally eligible to drive, that Prize Claimant may be permitted to transfer the RIM TAB to their spouse, parent, sibling, child or legal guardian, who will then be considered the eligible Prize Claimant. A 1099-MISC will be issued to each recipient of a prize with a retail value of \$600 USD or more. To receive certain prizes, the potential winner may be required to provide a completed W-9 form and/or affidavit and release of liability.

All RIM TABS submitted with prize claims become the property of Sponsor and will not be returned. All prize claims are subject to verification by Sponsor, its authorized Promotion Administrator, or in the case of Coffee & Food Prizes **only**, by a participating Tim Hortons® restaurant employee (as appropriate) before any prize is awarded. Decisions of Sponsor, its Promotion Administrator and/or Tim Hortons® restaurant employees (as appropriate) are final, binding and conclusive in all matters. A participant is not a winner of any prize unless and until participant's eligibility and the RIM TAB has been verified and participant has been notified that verification is complete. All properly claimed prizes will be awarded.

All "Winning" RIM TABS for prizes listed A through D have been individually inspected, produced and confirmed to be completely legible. Liability for irregular, illegible or blank RIM TABS is limited to replacement of the Cup, while supplies last. If you receive an incomplete, misprinted, irregular, illegible or blank RIM TAB, send the defective Cup to the mailing address provided for obtaining a FREE Cup at Paragraph 4, and it will be replaced with a new Cup, while supplies last.

If, due to a production, printing error or any other type of error, there are more prize claims than prizes for any level, Sponsor reserves the right to award any remaining unclaimed prizes for that level through a random drawing of all eligible prize claims for that level. Cups and RIM TABS obtained through unauthorized sources or which are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. No RIM TAB copies, duplicates or reproductions of any type will be eligible for a prize. Sponsor is not responsible for any lost RIM TABS or lost, late, illegible, incomplete, mutilated, misdirected or postage-due rule requests, Cup requests, or prize claims.

HOW TO CLAIM A COFFEE & FOOD PRIZE. If you have a winning Coffee & Food Prize RIM TAB, you may claim your prize on a future visit. Any participating Tim Hortons® restaurant can verify and redeem a Coffee & Food Prize RIM TAB upon presentation at the restaurant. Only one (1) Coffee & Food Prize may be redeemed per person per future visit. Prize not redeemable for cash. Winning Coffee & Food Prize RIM TABS cannot be combined or used in

conjunction with any other prize, coupon, combo or offer. All Coffee & Food Prizes must be redeemed in restaurant by May 3, 2019 at 11:59:59 p.m. ET or store closing, whichever is earlier. Unclaimed Coffee & Food Prizes will not be awarded.

HOW TO CLAIM THE 2019 JEEP COMPASS LATITUDE 4X4, \$2,500 PREPAID CARD, OR “FREE COFFEE FOR A YEAR” PRIZES. If you are eligible to win the 2019 Jeep® Compass Latitude 4X4, \$2,500 Prepaid Card, or “Free Coffee for a Year” Prize, ask for an *Official Rules & Prize Claim Form* (“Prize Claim Form”) available at participating Tim Hortons® restaurant locations and online at rolluptherimtowin.com. Also, depending upon the manner in which you are viewing these Official Rules, a copy of the Prize Claim form may be attached. Fill out the Prize Claim Form and attach your complete original winning RIM TAB to the completed Prize Claim Form and mail it using sufficient first class postage to: Inmar, PO Box 1344, Calais, ME 04619-6344. Prize claims must be postmarked by May 3, 2019 and received by May 14, 2019. Upon receipt of your completed Prize Claim Form, the Promotion Administrator will verify your prize claim. Each verified winner will be notified by the Promotion Administrator, which will provide information about the delivery of your prize. For eligible winners of these high value prizes it is STRONGLY RECOMMENDED that you send your prize claim materials by REGISTERED MAIL, and keep a copy of the RIM TAB and Prize Claim Form for your records, as we will not be responsible for lost or delayed prize claims. Do not give winning RIM TABS for vehicle, “Free Coffee for a Year”, pre-paid or other card prizes to any restaurant employee. Tim Hortons® restaurant owners, operators and staff are not authorized to verify, fulfill or submit claims for these prizes.

HOW TO CLAIM THE \$50 TIM CARD® PRIZE. If you are eligible to win a \$50 Tim Card® Prize, you may claim your prize by attaching your complete original winning RIM TAB to a completed *Official Rules & Prize Claim Form* (“Prize Claim Form”) available at participating Tim Hortons® restaurant locations. Also, depending upon the manner in which you are viewing these Official Rules, a copy of the Prize Claim form may be attached. Fill out the Prize Claim Form and attach your complete original winning RIM TAB to the completed Prize Claim Form and mail it using an envelope with sufficient postage to: Inmar, PO Box 1344, Calais, ME 04619-6344. Your prize claim must be postmarked on, or before, May 3, 2019 and received at the address above by no later than May 14, 2019. Your RIM TAB must include the winning Prize Message and the full 9-digit PIN code. **RIM TABS that do not include the portion of the RIM TAB that contains the entire 9-digit PIN Code will be considered incomplete and will be disqualified.** Upon receipt of your completed Prize Claim Form, the Promotion Administrator will verify your prize claim. It is recommended that you keep a copy of your winning RIM TAB and Prize Claim Form for your records, as we will not be responsible for lost or delayed prize claims. The prize will be mailed to winner’s home address as provided on Prize Claim Form.

8. RELEASE AND LIMITATION OF LIABILITY: By participating in the Promotion, each participant (and their parent/legal guardian, on their behalf, if they are a minor) agrees to release, indemnify, defend and hold harmless Sponsor, Tim Hortons USA Inc., and its parent, affiliated and related companies, franchisees/licensees, prize suppliers, printers or suppliers of promotion materials their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the Promotion Administrator (“Releasees”), from any and all claims, injuries, damages, expenses or losses and/or liabilities of any nature that in any way relates to or arises from his/her participation in the Promotion or receipt or use/misuse of any prize,

including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) printing errors; (c) defects on Cups; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Promotion or the verification of potentially winning Cups; (f) injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, by entrant's participation in the Promotion or receipt of any prize or participation in any prize-related activities; and (g) technical, hardware, software, telephone or other communication malfunctions. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages, and to collect attorney's fees. Participant further agrees that the Releasees have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Each participant further agrees that liability for any incomplete, misprinted, irregular, illegible or blank RIM TABS or other error is limited to replacement of the Cup, while supplies last. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE ANY ASPECT OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Some jurisdictions may not allow limitations of the exclusions of liability for incidental or consequential damages; therefore, some of the aforementioned limitations or exclusions may not apply, depending on place of residence.

9. **OTHER CONDITIONS:** By participating in this Promotion, you (and your parent/legal guardian on your behalf, if you are a minor) agree to be bound by these Official Rules and all decisions of the Sponsor and the Promotion Administrator, which are final. Except where prohibited, participation in the Promotion constitutes participant's consent for Sponsor and its designees to use participant's name, likeness, city and state of residence, video, voice and comments for promotional purposes in any media without further consideration. By accepting any prize, a winner consents to Sponsor's use of his/her name, likeness, video, voice, comments, and/or biographical information for advertising and promotional purposes without additional notice or compensation, except where prohibited by law. Unclaimed prizes will not be awarded. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion related materials of any nature (including without limitation the abbreviated version of these Official Rules that appear on such point of sale, television or online advertising), the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law. Sponsor reserves the right to terminate, suspend, cancel or modify the Promotion at any time, if it determines that for any reason the Promotion cannot be run as originally planned because of tampering, fraud, errors or technical failures, or for any other causes beyond the control of Sponsor, that in Sponsor's sole opinion compromise the administration, fairness, integrity or proper conduct of the Promotion. Sponsor reserves the right to publicly award prizes at the Tim Hortons® restaurant where the winning Cup was received. In the case of unavailability of any prize, to accommodate for a disability, if any applicable legal requirements prohibit awarding a prize, or for any other reason and in Sponsor's sole discretion, Sponsor reserves the right to substitute such prize for a prize or cash of equal or greater value. RIM TABS are the property and intellectual property of Sponsor, and may not be used for any other promotional, commercial or other purposes without the authorization of Sponsor.

10. DISPUTES; GOVERNING LAW: By participating in this Promotion, you agree to each of the following provisions set forth in this paragraph 10: You agree to provide written notice to Sponsor or Administrator of any disagreement arising out of, connected to, or in any way related to the Promotion or Official Rules. You agree that the requirements of this Disputes section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the written notice to Sponsor at the following address (the "Notice Address"): RBI Legal Department, Attn: General Counsel, 5707 Blue Lagoon Drive, Miami FL 33126. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send written notice. If the disagreement stated in the Notice is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Sponsor and Administrator to litigate claims in court.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL RIGHTS TO TRIAL IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS PROMOTION. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES AND/OR THE PROMOTION SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN MIAMI-DADE COUNTY FLORIDA.

You agree that you will not file a class action or collective action against Sponsor or Administrator and that you will not participate in a class action or collective action against them.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters that are not subject to arbitration as set forth in these Official Rules, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Miami, Florida. The parties agree not to raise the defense of forum *non conveniens*. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations or the rights and obligations of the Sponsor in connection with the Promotion shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

11. PERSONAL INFORMATION. By participating in this promotion, verified winners are deemed to have consented to the disclosure of their personal information to Sponsor and Promotion Administrator for the limited purpose of delivery of prizes and registration for warranty purposes (as applicable). This section does not limit any other consent(s) that an individual may provide to the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

12. WINNERS LIST: To receive a list of non-Coffee & Food Prize winners, send a postage-paid, self-addressed envelope by July 31, 2019 to: "Roll Up The Rim 2019"- List of Winners, PO Box 1342, Calais, ME 04619-6342.

Sponsor: Tim Hortons USA, Inc. 5707 Blue Lagoon Drive, Miami, FL 33126

Promotion Administrator: Inmar Promotions - Canada Inc., 661 Millidge Ave., Saint John, N.B., E2K 2N7