



## Roll Up the Rim to Win Online Contest

### Contest Periods:

Starting March 1, 2010 and ending on March 28, 2010, there will be a total of 28 contest periods. Each contest period will consist of one day and each contest period will commence at 12:00 a.m. (EST/EDT) and close the same date at 11:59.59 p.m. (EST/EDT) ("the Contest Periods").

### How to Enter:

No Purchase necessary to enter. To enter, simply go to [www.rolluptherimtowin.com](http://www.rolluptherimtowin.com) and click on the link to enter the Shape Up for RRRoll Up™ Online Contest or visit the contest area of the site directly by visiting [www.rolluptherimtowin.com/en/fun.php](http://www.rolluptherimtowin.com/en/fun.php). Supply your name, complete address, telephone number (including area code) and e-mail address in accordance with the website directions and you will be entered automatically.

### Prizes:

There are twenty-eight (28) prizes available, (one per Contest Period) each consisting of 5 x \$100.00 Tim Cards (Total Value = \$500.00) which allows each winner to purchase approximately one (1) Tim Hortons large coffee (or equivalent value) each day for one (1) year. The currency of this prize will be based on the winner's country of residence. Residence shall be based on where the prize claimant normally resides. All prizes must be accepted as awarded and are not transferable or convertible to cash.

Entries shall be limited to one per contest period per person and/or e-mail address.

Only one (1) win per person and/or per e-mail address and/or per household and/or per address is allowed for the aggregate of all the Contest Periods.

### The Contest Draws:

A random selection of one daily prize will be made each business day from all entries received 2 previous days prior (except for entries on Friday or Saturday, which shall be drawn on the immediately following Tuesday) in Saint John, N.B. at 10:00 a.m. (AST/ADT). A total of 28 prizes will be drawn for the 28 days of the contest. Before being declared a winner, each Canadian selected entrant must first correctly answer, unaided, a time-limited, arithmetical, skill-testing question to be administered by telephone at a mutually convenient time.

The TDL Group Corp./Tim Hortons USA Inc./Tim Hortons Advertising and Promotion Fund (Canada) Inc./The Tim's National Advertising Program, Inc. (hereinafter shall be known as "Tims") shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof in a form satisfactory to Tims may result in disqualification. All personal and other information requested by and supplied to Tims for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Tims reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### Odds:

The odds of being selected as a potential winner depend on the total number of entries received during the corresponding Contest Period. Entries will not be carried over from one contest period to the next. If it is discovered that more than one entry per day came from any person or e-mail address, only the first eligible entry received will be included in the daily draw.

### General Rules:

The contest is limited to all residents of Canada or the U.S.A (excluding Vermont, Hawaii, Florida, Alaska and Puerto Rico). All entries become the property of Tims. To be eligible to win a prize claimant must be of age of majority within their place of residence.

If the selected entrant cannot be contacted by phone after 5 attempts within 30 days of any respective draw date or does not meet all of the contest conditions, then the entrant forfeits any prize. Each person/household/address/e-mail address is only eligible to win one prize for all Contest Periods in aggregate.

Employees of, members of the immediate family of, or those domiciled with an employee of Tims or their affiliated or related companies (collectively "Contest Sponsor"), Tim Hortons franchisees, the advertising and promotion agencies of the Contest Sponsor and the independent contest organization are not eligible to participate. Employees of Tim Hortons franchisees as described in this paragraph are limited to those employees who are providing services in any way to the Tim Hortons Store. "Immediate family" is defined as parents, siblings, children or spouse.

All entries become the property of Tims, which assumes no responsibility for lost entries or for any failure of the website during the promotional period, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received by Tims on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof. Tims reserves the right, in its sole discretion, subject to the approval of the Régie des alcools des courses et des jeux ("RAJC") to modify or suspend the contest should a virus, "bug" or other cause beyond the reasonable control of Tims corrupt the security or proper administration of the contest.

Any attempt to deliberately damage any web site or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Tims reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. In the event of a dispute between entrants as to who submitted an entry, the entry shall be deemed submitted by an "authorized e-mail account holder" and entries will be declared made by the authorized e-mail account holder of the e-mail address submitted at the time of entry. "Authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by Internet access provider, on-line service provider, or other organization (e.g. business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be requested to provide Contest Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the potentially winning entry.

By entering the contest, entrants agree to abide by the contest rules and the decisions of the independent contest organization, which are final. By entering this contest, entrants agree that in the event they are the winning entry for any given contest period, Tims can use of their name, voice and/or photograph in any publicity or advertisement carried out by Tims, without further remuneration except where required by law.



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

If due to an error, there are more claims for prizes than prizes, Contest Sponsor reserves the right to award prizes through a random drawing of eligible prize claims.

In Québec, any litigation respecting the conduct or organization of this publicity contest may be submitted to the RACJ for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

The Contest Sponsor reserves the right to suspend, cancel or modify the contest at any time, subject to the approval of the RACJ in Quebec, if it determines that for any reason the contest cannot be run as originally planned or if there is any other occurrence compromising the fairness or integrity of the contest.

Contest is subject to all applicable federal, state, provincial and municipal laws. Void wherever prohibited by law.

**SPONSER'S ADDRESS:**

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Attn: Chief Brand Officer