

Tim Hortons® “Send someone a FREE Coffee!” Offer (the “Offer”)

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 Offer, you are signifying your agreement that you have read and agree to be legally bound by these Official Terms and Conditions (the “**Terms**”).
2. **OFFER:** Tim Hortons Advertising and Promotion Fund (Canada) Inc. (the “**Sponsor**”) is offering eligible Tim Hortons® customers (a “**Submitter**”) the opportunity to send “Someone” (i.e. an eligible family member or personal friend – see Section 6 below for details) (a “**Recipient**”) a \$2.50 CDN Tim Hortons® electronic TimCard® gift card (a “**Premium**”) when they purchase a minimum of one (1) eligible Tim Hortons® at-home product (a “**Participating Product**” – see Section 5 below for details) from an authorized participating retailer (both physical retail stores in Canada and online retailers delivering to Canada are eligible) (a “**Participating Retailer**”), while supplies last, and subject to Participating Product inventory during the Purchase Period (as defined in Section 3 below) (collectively, an “**Eligible Purchase**”). See Section 6 for how to submit a Premium Request (as defined in Section 6 below) after you have made an Eligible Purchase.
3. **OFFER PERIOD AND KEY DATES:** To be eligible, an Eligible Purchase must be made between November 14, 2018 and December 31, 2018 (the “**Purchase Period**”). Premium Requests can be submitted commencing at 12:00:00 Eastern Time (ET) on November 14, 2018. Premium Requests must be received by the Sponsor on or before 11:59:59 PM (ET) on January 31, 2019 (the “**Offer Closing Date**”) after which time no further Premium Requests will be accepted.
4. **ELIGIBILITY:** To participate in this Offer both the Submitter and the Recipient must: (i) be legal residents of Canada; (ii) be located in Canada; (iii) have reached the legal age of majority in their province/territory of residence at the time of submitting the Premium Request; and (iv) each have a unique, different and valid e-mail account.
 - a. Before submitting a Premium Request, the Submitter must ensure he/she has the Recipient's consent to share the Recipient's full name and email for the purpose of administering this Offer (including without limitation permitting the Sponsor to send a one-time email to the Recipient with the Premium, subject to the Submitter and Recipient's compliance with these Terms as determined by the Sponsor in its sole and absolute discretion).
 - b. Employees, officers, directors, agents or representatives of the Sponsor, Snipp Interactive Inc. (the “**Fulfillment Company**”), participating retailers and their respective affiliates, subsidiaries, parent, sister and subsidiary companies, advertising and

promotional agencies, or any other person or entity involved in the development, production, administration or fulfillment of the Offer (including without limitation suppliers of materials or services related to the Offer) (collectively the “Offer Parties”), or a member of the immediate family or household of any such employee, officer, director, agent or representative are NOT eligible to participate in the Offer. In these Terms, “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, Clubs, organizations, businesses, and commercial/non-commercial entities are NOT eligible to participate in the Offer. The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Offer and any failure to provide such proof to the Sponsor within the timeline specified by the Sponsor may result in disqualification at the Sponsor’s sole and absolute discretion.

5. **PARTICIPATING PRODUCTS:** The following is a comprehensive list of the Participating Products:

Product name	UPC Code
Coffee (Bag; Can; Single Serve Keurig or Tassimo)	
Tim Hortons® Original 300g Bag	063209082314
Tim Hortons® Decaf 300g Bag	063209083922
Tim Hortons® Whole Bean 300g Bag	063209083946
Tim Hortons® Dark Roast 300g Bag	063209082277
Tim Hortons® Coarse Grind 300g Bag	063209089337
Tim Hortons® Colombian 300g Bag	063209095925
Tim Hortons® French Vanilla Coffee 300g Bag	063209095949
Tim Hortons® Hazelnut Coffee 300g Bag	063209095956
Tim Hortons® French Roast 300g Bag	063209095932
Tim Hortons® Original 400g Bag	063209082321
Tim Hortons® Decaf 400g Bag	063209082352
Tim Hortons® Dark Roast 400g Bag	063209082284
Tim Hortons® Original 930g Canister	063209072278
Tim Hortons® Dark Roast 875g Canister	063209091224
Tim Hortons® Original 3lb Canister	063209088859
Tim Hortons® Original 12ct. K-Cup Single-Serve Coffee	063209083885
Tim Hortons® Decaf 12ct. K-Cup Single-Serve Coffee	063209083892
Tim Hortons® Decaf 14ct K-Cup Single-Serve Coffee	063209057275
Tim Hortons® Original 14ct. K-Cup Single-Serve Coffee	063209057282
Tim Hortons® Dark Roast 14ct K-Cup Single-Serve Coffee	063209072377
Tim Hortons® Dark Roast 12ct. K-Cup Single-Serve Coffee	063209083908
Tim Hortons® Colombian 12ct K-Cup Single-Serve Coffee	063209095963
Tim Hortons® French Vanilla 12ct K-Cup Single-Serve Coffee	063209096007
Tim Hortons® Hazelnut 12ct K-Cup Single-Serve Coffee	063209096014

Tim Hortons® French Roast 12ct K-Cup Single-Serve Coffee	063209095994
Tim Hortons® Original 72ct. K-Cup Single-Serve Coffee	063209090234
Tim Hortons® Decaf 72ct. K-Cup Single-Serve Coffee	063209090135
Tim Hortons® Dark Roast 72ct. Single-Serve Coffee	063209108502
Tim Hortons® Original 14ct. Tassimo T-Discs	066188090400
Tim Hortons® Decaf 14ct. Tassimo T-Discs	066188090417
Tim Hortons® Steeped Tea 14ct. Tassimo T-Discs	066188002205
Tim Hortons® Variety Pack 30ct. Single-Serve Coffee	063209085414
Tim Hortons® Original 30ct. Single-Serve Coffee	063209097400
Tim Hortons® Dark Roast 30ct. Single-Serve Coffee	063209097417
Tim Hortons® Colombian 30ct Single-Serve Coffee	063209095918
Tim Hortons® Decaf 30 ct. K-Cup Single-Serve Coffee	063209099527
Tim Hortons® Original 48 ct. K-Cup Single-Serve Coffee	063209112653
Tim Hortons® Dark Roast 48 ct. K-Cup Single-Serve Coffee	063209112660
Specialty Teas (tea bags; Single Serve Keurig or Tassimo)	
Tim Hortons® 20ct English Breakfast Tea	063209096700
Tim Hortons® 72ct Orange Pekoe Tea	063209107604
Tim Hortons® 20ct Decaf Orange Pekoe Tea	063209096755
Tim Hortons® 20ct Earl Grey Tea	063209107529
Tim Hortons® 20ct Chamomile Tea	063209096557
Tim Hortons® 20ct Peppermint Tea	063209107536
Tim Hortons® 20ct Honey Lemon Tea	063209096656
Tim Hortons® 20ct Apple Cinnamon Tea	063209096854
Tim Hortons® 20ct Chai Tea	063209107543
Tim Hortons® 20ct Green Tea	063209107512
Tim Hortons® 20ct Pumpkin Spice Tea	063209096885
Tim Hortons® Steeped Tea 12ct. K-Cup Single-Serve Tea	063209084745
Tim Hortons® Steeped Tea 14ct. K-Cup Single-Serve Tea	060731020302
Specialty Beverages (Canister or Bottle)	
Tim Hortons® French Vanilla Cappuccino 8ct. Single-Serve	060731020265
Tim Hortons® French Vanilla Cappuccino 454g Canister	063209093709
Tim Hortons® Hot Chocolate 500g Canister	063209090692 / 063209090654
Tim Hortons® Mint Hot Chocolate 500g Canister	063209111212
Tim Hortons® White Hot Chocolate 500g Canister	063209111229
Tim Hortons® Hot Chocolate 10ct. Single Serve	063209113001
Tim Hortons® Caramel Hot Chocolate 10ct. Single Serve	063209113025

6. **HOW TO PARTICIPATE:** Prior to submitting a Premium Request, the Submitter must ensure that he/she has performed an Eligible Purchase in accordance with these Terms and has retained the sales receipt from the Eligible Purchase (a “**Receipt**”) that identifies the Participating Retailer (including retailer’s

name), the date of the Eligible Purchase (ensure it is within the Purchase Period), Participating Product(s) purchased and the total amount of the Receipt. To submit a Premium Request, take a photograph (maximum file size of 10 MB) of your Receipt in its entirety (note: you may blank out any personal information that appears on the sales Receipt) (an “**Image**”) and visit www.SHAREaTIMS.ca (the “**Website**”), click “Get Started” and follow the on-screen instructions to submit a Premium Request (collectively, the following steps will be referred to as a “**Premium Request**”);

- i. Enter your e-mail address, and click “Begin” button.
- ii. Enter the number of Participating Products you have purchased which must correspond to and be identified on your uploaded Receipt. Click “Upload” to add your Image of your Receipt. Be sure the Image is clear. Make sure the Participating Retailers name, Eligible Purchase date, Eligible Purchase price and total amount of your Receipt is identified. Make sure your Image is 10 MB or less in size. Acceptable file formats are: JPG, PNG, GIF, BMP, TIFF and PDF. Click “Submit” once completed.
- iii. Fully complete the online registration page with your (i.e. the Submitter) first and last name, mailing address, province/territory and postal code.
 - a. Tick the box where indicated to signify your agreement that you have reached the legal age of majority in your province or territory of residence.
 - b. Tick the box where indicated to signify your agreement that you have read and agree to be legally bound by these Terms.
 - c. Click the “Register” button.
 - d. Enter the Recipient’s first and last name and email address. **Ensure you fully comply with the following requirements in respect of the Recipient:**
 - i. You may only provide information in relation to a Recipient that is a family member to whom you are related by marriage, a common-law partnership, or parent-child relationship, and with whom you have had a direct voluntary two way communications; OR
 - ii. You may only provide information in relation to a Recipient that is a friend with whom you have direct voluntary two way communications and with whom it is reasonable to conclude you have a personal relationship considering shared interest, experience, opinions and other relevant factors.
 - e. If you have purchased a second Participating Product (as evidenced by the Receipt Image) enter the Recipient’s information under 2nd Recipient. If you have purchased a third Participating Product (as evidenced by the Receipt Image) enter the Recipient’s information under the 3rd Recipient. If you have

purchased a fourth Participating product (as evidence by the Receipt Image) enter the Recipient information under the 4th Recipient. **NOTE:** If your Receipt indicates that you have purchased more than four (4) Participating Products please complete the above and then send an email to help@ShareaTims.ca indicating that you recently submitted a Receipt that includes more than four (4) Participating Products as part of your Eligible Purchase. **Important:** If your Receipt does not indicate more than one (1) Participating Product, do NOT complete this section as Premiums will not be sent to any other individual besides your first Recipient.

- f. Tick the box where indicated to signify you have received permission from the/each Recipient(s) to share his/her name and email address with the Sponsor.
- g. Tick the box where indicated to signify that the/each Recipient is a resident of Canada who is over the legal age of majority in his/her province or territory of residence.
- h. Tick the box where indicated to confirm that you as the Submitter agree to accept a one-time e-mail from the Sponsor in relation to this Offer which if your Premium Request is determined to be valid by the Sponsor (as determined by the Sponsor in its sole and absolute discretion) will contain a confirmation that an email has been sent to your selected Recipient(s).
- i. Select "Submit & Finish" to submit your fully completed Premium Request before the Offer Closing Date.

After clicking "Submit", you will be directed to a webpage with the following message "*Thank you! We have received your submission. **Keep your original sales receipt as it may be requested.** Please allow up to 24 hours for validation processing. The status of your request will be sent by email. Please ensure you check your inbox, spam or junk folders or any other folder that your email provider may push emails to after 24 hours have lapsed for an e-mail from the Sponsor with the subject line "Tim Hortons® Share a Cup of Tims®".*

If for any reason there is a problem with your Premium Request you will receive an e-mail from the Sponsor which among other things will indicate the reason why your Premium Request could not be processed. 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.

iv. **NOTES:**

- a. If you have any questions in regards to your Premium Request please visit the website at www.SHAREaTIMS.ca, check the FAQ webpage and/or contact Tim Hortons® customer care at 1-888-601-1616.
- b. The information you've provided regarding the Recipient will only be used by the Sponsor for the purpose of administering the Offer, including contacting the Recipient, on your behalf, to provide the Premium. The Recipient will not be added to any direct marketing list or used in any direct marketing programs without their consent.
- c. The Submitter and/or Recipient may withdraw their consent for the Sponsor to use their personal information at any time. If you have any questions, please contact our Privacy Officer by sending an email at privacy@rbi.com, online at <http://timhortons.ca/ca/en/about/contact-form.php> or contact Tim Hortons® customer care at 1-888-601-1616. Visit our Privacy Policy at <http://timhortons.ca/ca/en/privacy.php>.

IMPORTANT: YOU MUST KEEP YOUR ORIGINAL RECEIPT. The Sponsor reserves the right to request from the Submitter the original Receipt used for the purposes of this Offer 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.

7. **PROCESSING OF REQUESTS:** Processing of a Premium Request will typically take up to 24 hours from the time it is received by or on behalf of the Sponsor. Once a Premium Request has been processed an; (i) e-mail will be sent to the Submitter that will indicate that an email has been sent to the Recipient(s) or a reason why the Premium Request could not be processed; and (ii) if the email sent to the Submitter indicates that an email has been sent to the Recipient(s), the Sponsor will send an email to the Recipient(s) that includes a Premium (and the email will indicate that it has been sent on your behalf and will identify you). It is the sole responsibility of the Submitter and Recipient(s) to check their respective e-mail accounts for all such 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 in Section 9) 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) as a result of 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.

8. **DELIVERY OF PREMIUM:** Premiums will be sent by e-mail. The e-mail will instruct the Recipient to click on the provided link within the e-mail in order to activate their Premium. In order to activate a Premium, the Recipient must complete the following steps:
- a. Click on the link provided within the e-mail. NOTE: Internet access is required.
 - b. The link will open a webpage which will contain your \$2.50 CAD electronic TimCard® gift card.
 - c. To begin using your electronic \$2.50 CAD TimCard® gift card select one (1) of following download options:
 - i. Print the electronic TimCard® gift card and present your printed sheet with your next purchase of a Tim Hortons® coffee or any other product they may offer, subject to the terms defined in Section 7d.
 - ii. Add your \$2.50 CAD to your Tim Hortons® app, subject to the terms defined in Section 7d or if don't already have the Tim Hortons® app, download the Tim Hortons® app and add the \$2.50 CAD to your app, subject to the terms defined in Section 7d.
 - iii. Or you may bookmark the webpage on your mobile device and present it to a customer associate at the time of your next purchase, subject to the terms defined in Section 7d
 - d. Each electronic TimCard® gift card is subject to the terms and conditions imposed by the issuer and cannot be exchanged for cash or otherwise. If a purchase exceeds the value of the electronic TimCard® gift card, the Recipient will be responsible for any amount due which is over the \$2.50 CAD value of the electronic TimCard® gift card (or the available balance at the time of purchase) (including applicable taxes). If any purchase does not exceed the electronic TimCard® gift card value, the remaining available balance will not be paid in cash to the Recipient but will remain on the electronic TimCard® gift card. The electronic TimCard® gift card must be accepted as awarded without substitution and is not transferable or for resale and has no cash surrender value. It is the responsibility of the Recipient to ensure that no one else prints or tries to download or use his/her \$2.50 electronic TimCard® gift card. The electronic TimCard® gift card is valid in Canada and the USA only. TimCard® gift card terms and conditions apply – see <https://www.timhortons.com/ca/en/timcard/timcard-terms-conditions.php>. The Recipient will be responsible for all transactions associated with electronic TimCard® gift card, including unauthorized transactions. However, if your registered TimCard® gift card is lost, stolen, or

destroyed, it can be replaced with the balance remaining on it, but only if it have been registered in accordance with TimCard® gift card terms and conditions (see the link above).

- e. **REMINDER: The Premium has a one (1) time click.** Premium must be redeemed in accordance with these Terms. Any Premium that is not redeemed in accordance with these Terms (as determined by the Sponsor in its sole and absolute discretion) will be null and void without any liability to the Sponsor.
 - f. None of the Released Parties (as defined below in Section 9) makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Premium awarded in connection with the Offer. To the fullest extent permitted by applicable law, each confirmed Recipient (and Submitter) of a Premium understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties (as defined below in Section 9) should his/her Premium (or any part thereof) fail to be fit for its purpose or is in any way unsatisfactory.
9. **Limits:** There is a limit of ten (10) Premium Requests per Submitter and per household. Only one (1) person may submit a submission on behalf of a household. Each Receipt can only be used one (1) time in relation to this Offer even if the Receipt identifies more than one (1) Eligible Product purchased. If a Receipt identifies more than one (1) Eligible Product purchased, the Submitter must at the time of submitting the Premium Request, select to “add another Recipient” in accordance with these Terms up to four (4) Recipients. If your Receipt indicates that you purchased more than four (4) Participating Products after submitting your four (4) Recipients, please send an email to help@ShareaTims.ca and indicate to the Fulfillment Company that your Receipt includes more than four (4) Participating Products as part of your Eligible Purchase. A Submitter can only use one (1) e-mail address to participate in this Offer and all information provided must be truthful and accurate. For clarity a Submitter can't send a Premium to himself or herself. A Submitter is not eligible for a Premium unless someone else selects him/her as the Recipient. FOR GREATER CERTAINTY, UNDER NO CIRCUMSTANCES WHATSOEVER WILL A SUBMITTER BE ELIGIBLE TO SEND MORE THAN TEN (10) PREMIUMS. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person/Household has attempted to: (i) use the same Receipt more than one (1) time; (ii) redeem a Premium more than one (1) time; (iii) falsely or deceptively obtain a Premium; (iv) re-enter or re-use a link to a Premium a subsequent time after its first use; and/or (v) use any information (including, but not limited to, a Receipt) that has been falsified, manipulated or otherwise altered in any way; and/or (vi) used multiple names, identities, e-mail addresses, addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Terms to participate

or otherwise enter in or to disrupt this Offer; then he/she may be disqualified (including without limitation voiding his/her Premium Requests and Premiums) from this Offer in the sole and absolute discretion of the Sponsor. Premium Requests may be rejected if (in the sole and absolute discretion of the Sponsor) the Premium Request is not fully completed with all required information and submitted and received in accordance with these Terms. The Offer Parties 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 Premium Requests and/or other information (all of which is void).

10. **VERIFICATION:** All Eligible Purchases, Receipts, Premium Requests, Submitters and Recipients 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 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 Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Eligible Purchase, Receipt, Premium Request, and/or other information entered (or purportedly entered) for the purposes of this Offer; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with the Sponsor's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification of the individual (including without limitation voiding his/her Premium Requests and Premiums) in the sole and absolute discretion of the Sponsor. Proof of transmission (post-marks, screenshots or captures etc.) or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Offer computers or Sponsor. The sole determinant of the time for the purposes of this Offer will be the official time-keeping device(s) used by the Sponsor.

11. **GENERAL CONDITIONS:**

- All Premium Requests become the property of the Sponsor. This Offer is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Offer are final and binding on all participants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Premium Requests, Submitters and/or Recipients. 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.

- 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 Premium Requests 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 Offer; (v) anyone being incorrectly and/or mistakenly identified as eligible to receive a Premium; (vi) lost, stolen or damaged Premiums; and/or (vii) any combination of the above.
- In the event of a dispute regarding who submitted a Premium Request, the Sponsor reserves the right, in its sole and absolute discretion, to deem that the Premium Request has been submitted by the authorized account holder of the Submitter's e-mail account (as provided at the time of registration). "Authorized account holder" is defined as the person who is assigned to a e-mail account by an Internet service provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail addresses. A Submitter may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the of the Submitter's e-mail account (as provided at the time of registration). Under no circumstance will a temporary email account be permitted to be submitted.
- If for any reason any aspect of this Offer is not capable of being run as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Offer, the Sponsor may, in its sole and absolute discretion, cancel, terminate, modify or suspend the Offer or invalidate any affected Premium Requests and/or Premiums.
- If due to printing, production, online, internet, computer, technical or other error of any kind whatsoever, more Premiums are claimed than intended to be distributed or awarded according to these Terms, then, in addition to having the right to terminate the Offer immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Premium claims.
- The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Terms, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any information with these Terms, 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 Offer as contemplated in these Terms, or for any other reason.

- If any individual attempts to compromise the integrity or the legitimate operation of this Offer by hacking or by cheating or committing fraud in any way, the Sponsor may seek damages from the individual to the fullest extent permitted by law. Further, the Sponsor may ban the individual from participating in any of the Sponsor's future offers, promotions or contest. In the event of a dispute, the Sponsor's decision shall be final.
- The Released Parties will not accept any liability for any loss (including, without limitation, indirect, special or consequential damages or loss of profits), expense, damage, personal loss, property loss, injury, accident, death, illness or liability of any nature which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Offer or accepting and using a Premium. Without limiting the generality of the foregoing, Recipients acknowledge and agree that by accepting a Premium; he/she are acknowledges and agrees with this limitation of liability as set forth in this paragraph.
- If any provision or part of these Terms is deemed void or otherwise unenforceable at law, then that provision shall be deemed to be excluded and the remainder of these Terms and Conditions shall remain valid and enforceable to the fullest extent permitted by law.
- By participating in this Offer, each Submitter and Recipient expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her submission for the purpose of administering the Offer and in accordance with Sponsor's privacy policy (available at: <http://timhortons.ca/ca/en/privacy.php>), the Fulfillment Company's privacy policy (available at: <http://www.snipp.com/privacy-policy/>) and the Premium administrator's privacy policy (available at: <https://web.buyatab.com/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.
- In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms, disclosures or other statements contained in any Offer-related materials, including, but not limited to: the registration form, French version of these Terms, point of sale, television, print or online advertising and/or any instructions or interpretations of these Terms given by any

representative of the Sponsor; the English Terms shall prevail, govern and control to the fullest extent permitted by law.

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