

## OFFICIAL CONTEST RULES

### TIM HORTONS® #RollUpTheRim SOCIAL MEDIA CONTEST

**No purchase necessary to enter or win. Making a purchase will not increase your chances of winning. Void where prohibited. This contest is open to Canadian residents only, and is governed by Canadian law.**

The Tim Hortons #RollUpTheRim Social Media Contest (the “**Contest**”) is in no way sponsored, endorsed, administered by, or associated with Twitter, Instagram, or Facebook. Entrants (defined below) understand that they are providing their information to the Sponsor (defined below) and not to Twitter, Instagram, or Facebook. Any personal information an Entrant provides will be used for the administration of the Contest and in accordance with the Sponsor’s privacy policy (see below). Twitter, Facebook and Instagram are completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Twitter, Instagram, or Facebook.

The Contest is a separate contest from the Tim Hortons “Roll Up the Rim to Win” 2019 contest in Canada (the “**Tim Hortons “Roll Up the Rim to Win” Contest**”), for which contest rules are available at participating Tim Hortons restaurants and at [rolluptherimtowin.com](http://rolluptherimtowin.com). Participating in this Contest does not increase chances of winning in the Tim Hortons “Roll Up the Rim to Win” Contest

#### 1. **CONTEST PERIOD:**

The Contest begins on February 6, 2019 at 12:00:00 AM Eastern Standard Time (“**EST**”) and ends on March 3, 2019 at 11:59:59 PM EST (the “**Contest Period**”). During the Contest Period, there is one (1) Entry (defined below) permitted per Entrant, per day (a “**day**”, for the purposes of this Contest, commences at 12:00:00 AM EST and ends at 11:59:59 PM EST), per social platform (a “**social platform**” for the purposes of this Contest is defined as Facebook, Instagram or Twitter). For greater certainty, an Entrant may only use his/her personal social platform accounts (one (1) personal account per social platform) to participate in this Contest.

#### 2. **ELIGIBILITY:**

The Contest is open to residents of Canada who are located in Canada and, at the time of entry and if applicable awarding of the Prize (defined below), have reached the legal age of majority in their province or territory of residence (an “**Entrant**”), with the exception of employees, representatives or agents of: Tim Hortons Advertising and Promotion Fund (Canada) Inc. (the “**Sponsor**”), its parent, affiliated and related companies, their respective advertising/promotion agencies, the Contest

administrators, Tim Hortons franchisees/licensees, Twitter, Instagram, Facebook, or any other service providers related to the Contest (including any other person living in the same household of such person whether related or not) (collectively, the “**Contest Parties**”). Groups, clubs, organizations, businesses and commercial/non-commercial entities cannot participate collectively. Entrants must be individuals.

### 3. HOW TO ENTER:

NO PURCHASE NECESSARY. There are four (4) ways to enter the Contest, respectively as follows:

- i. Instagram Entry: To enter via Instagram, an Entrant must post a unique and original photo (a “**Photo**”) of himself/herself with a Tim Hortons “Roll Up the Rim to Win” Contest Cup (a “**Cup**”) on Instagram and the post must also include the hashtags “#RollUpTheRim”, “#SocialContest” (the “**Hashtags**”) (collectively, an “**Instagram Entry**”). In order to be eligible, an Instagram Entry must be posted in accordance with these Official Rules of the Contest (the “**Official Rules**”) during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Instagram’s Terms of Service (available at [www.instagram.com](http://www.instagram.com)) at all times when participating in this Contest.

**OR**

- ii. Twitter Entry: To enter via Twitter, an Entrant must post a Photo on Twitter and the post must also include the Hashtags (collectively, a “**Twitter Entry**”). In order to be eligible, a Twitter Entry must be posted in accordance with these Official Rules during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Twitter’s Terms of Service (available at [www.twitter.com](http://www.twitter.com)) at all times when participating in this Contest.

**OR**

- iii. **Facebook Entry**: To enter via Facebook, an Entrant must visit the Sponsor’s page at Facebook.com/timhortons, locate a Contest post (that will include a hyperlink to these Official Rules) and post a Photo in a comment on the Contest post that includes a Photo (collectively, a “**Facebook Entry**”). In order to be eligible, a Facebook Entry must be posted in accordance with these Official Rules during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Facebook’s Terms of Service (available at [www.facebook.com](http://www.facebook.com)) at all times when participating in this Contest.

OR

- iv. **Essay Entry (via Facebook):** To enter without having to having to obtain a Cup, an Entrant must send a direct message to the the Sponsor's page (Facebook.com/timhortons) during the Contest Period that includes his/her first name, email address and a 50-word (or more) unique and original essay on "I love Roll Up The Rim To Win" (collectively, an "**Essay Entry**").

Collectively, Instagram Entries, Twitter Entries, Facebook Entries and Essay Entries will be referred to as "**Entries**".

An Entry will be considered to be void (and an Entry will not be granted) if the Entry: (i) is incomplete or illegible; (ii) is not submitted and received during the Contest Period in accordance with these Official Rules (including without limitation the Submission Requirements listed below in Rule 4); and/or (iii) does not comply with the Twitter, Instagram or Facebook's Terms of Service (as applicable); all as determined by the Sponsor in its sole and absolute discretion.

Standard text messaging and/or data rates may apply to Entrants who submit an Entry or otherwise participate in this Contest via wireless mobile device(s). Please contact your service provider for pricing and service plan information and rates for mobile device participation.

Use (or attempted use) of multiple names, identities, social platform accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). Your Entry must remain active and publicly viewable on your Twitter, Instagram or Facebook account throughout the Contest Period in order to be eligible for the Draw. The Sponsor may not be able to view Entries or otherwise receive Entries or detect participation from social platform users whose accounts are set to "private" (i.e. where user has set his or her account so that only people who the user has approved can view their posts) due to the way Twitter, Instagram or Facebook operate the Twitter, Instagram or Facebook services. It is each Entrant's sole responsibility to take all steps required for the Sponsor to be able to detect and view his or her Entries and to set his or her applicable social platform account settings to accept communications from the Sponsor, and to timely check his or her account(s) for any direct messages, direct posts, comments or replies (as applicable) from the Sponsor in connection with the administration of this Contest.

All Entries and entrants 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) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor within the

timeline specified by the Sponsor may result in disqualification. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s). Entries will not be returned or acknowledged. Entries received from a Twitter, Instagram or Facebook account associated with any organization, company, corporation, partnership or other entity will be void. An account used to participate in this Contest must be a personal, individual account.

#### **4. SUBMISSION REQUIREMENTS:**

YOU DO NOT NEED TO USE A WINNING CUP TO ENTER THE CONTEST (DO NOT SHOW A PIN CODE FROM A WINNING TimCard® PRIZE AS PART OF YOUR PHOTO). By submitting an Entry (and each individual component thereof), you warrant and represent that the Entry complies with all conditions stated in these Official Rules and with the Twitter, Instagram and Facebook terms of service. The Releasees will bear no legal liability regarding the use of an Entry you submit. The Releasees shall be indemnified and held harmless by each Entrant from any loss or claim in connection with such Entrant's violation of, or non-compliance with, these Official Rules.

Without limiting the generality of Rule 3, to be eligible as an Entry in this Contest, such Entry must be unique and original (e.g. an Entrant cannot submit a Photo more than once and/or copy someone else's Photo or copy someone else's written text, other than the Hashtags), any written text must be in English or French and such Entry must be submitted by the holder of the account and not by another individual on the account holder's behalf or by the holder of the account on behalf of another individual.

By participating in the Contest, each Entrant agrees to be legally bound by these Official Rules and by the interpretation of these Official Rules by the Sponsor and further warrants and represents that:

- i. the Entry submitted is original to the Entrant and the Entrant has all necessary rights in and to the Entry (including without limitation the Photo) to submit it in connection with this Contest;
- ii. the Photo submitted was taken by or on behalf of the Entrant. If the Photo depicts another identifiable person(s), the Entrant confirms that, prior to posting the Photo to a social platform, they have received consent from such person(s) to use the Photo in connection with this Contest (including consent to its public availability on social platforms). Notwithstanding the foregoing, minors (i.e. individuals who have not reached the legal age of majority in their jurisdiction of residence) are not permitted in any Photo;
- iii. the Entry submitted does not violate any law;
- iv. the Entry submitted does not contain any reference to any competitors of the Sponsor;
- v. the Entry submitted does not contain any identifiable third parties trademarks, logos or trade dress owned by others unless consent has been obtained from each such corporation;

- vi. the Entry submitted is not negative or disparaging of the Sponsor, its products, services or personnel; and
- vii. the Entry submitted will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsor; any identifiable third party products, trademarks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Official Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

By entering the Contest and submitting an Entry, each Entrant: (i) without limiting the Twitter, Instagram or Facebook Terms of Service, grants to the Sponsor in perpetuity, a non-exclusive license to publish, display, communicate to the public by telecommunication, make available, reproduce, modify, edit or otherwise use their Entry, in whole or in part, for administering, advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to their Entry in favour of the Releasees; and (iii) agrees to release, indemnify and hold harmless the Contest Parties and each of their respective agents, employees, directors, officers, successors, and assigns (collectively, the “**Releasees**”) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other cause of action that relate in any way to the Entry. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated Entrant. If the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Official Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated Entrant. Entries will NOT be judged.

#### **5. ELECTRONIC COMMUNICATIONS:**

By submitting an Entry to the Contest as described above, the Entrant (the person who submitted the Entry) agrees to do communicate with the Sponsor electronically and agrees that the act of submitting

the Entry to the Contest is a binding form of your electronic signature, which you agree binds you to these Official Rules.

#### **6. THE PRIZE AND ITS APPROXIMATE RETAIL VALUE:**

A total of one (1) 2019 Jeep Compass North 4x4 (with 2.4L MultiAir® I-4 Engine, 9-speed Automatic Transmission, 17-inch Aluminum Wheels, Cold Weather Group (Heated Front Seats, Heated Steering Wheel, All-Weather Floor Mats, Remote Start and Windshield Wiper De-Icer), Navigation Group (Navigation, 1-year SiriusXM Satellite Radio, 8.4-inch Uconnect Touchscreen with Apple CarPlay and Android Auto, Bluetooth Streaming Audio, 5-year SiriusXM Traffic Subscription, SiriusXM Traffic and additional USB Ports) and Popular Equipment Group (7-inch Full-Colour Customizable In-cluster Display, Power 8-way Driver's Seat, Auto Dimming Rearview Mirror)) (the "**Prize**") with an approximate retail value \$36,700 CDN (MSRP, including Freight, Air Tax and Tire Tax), is available to be won in this Contest. The Prize is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. The Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize or prizes of equal or greater value, including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award. The Prize will only be awarded to the person (subject to his/her compliance with these Official Rules) who is verified as the "authorized account holder" (see below) of the social platform account used to submit the selected Entry. Any and all costs/expenses not specifically included in the Prize description herein are the sole and absolute responsibility of the confirmed Prize winner. The confirmed Prize winner is responsible to pay in any event the licensing, registration, insurance, dealer fees and all vehicle maintenance costs including fuel. If the confirmed Prize winner prefers a vehicle with a retail value that has a lower value than the vehicle described above, then they will not be awarded the cash equivalent of the difference under any circumstances. The confirmed Prize winner will be required to provide proof of insurance and valid driver's license at time of delivery for the province or territory in which they reside. The Sponsor reserves the right to change, amend or substitute without notice, any or all aspects of the Prize. In the event that the vehicle noted above is NOT available, for whatever reason, the Sponsor reserves the right to substitute one of equal or greater value from similar Chrysler, Dodge, Jeep, Ram or FIAT vehicle models. The Prize will be delivered to a Chrysler, Dodge, Jeep, Ram or FIAT dealership in proximity to the confirmed Prize winner' place of residence in Canada. The confirmed Prize winner will be required to take ownership of the vehicle within four (4) weeks of its arrival at the dealership.

#### **7. WINNER SELECTION:**

A total of one (1) random draw (the "**Draw**") will be held in Saint John, New Bru on March 13<sup>th</sup>, 2019 (the "**Draw Date**") from among all eligible Entries received during the Contest Period to select one (1)

potential Prize winner. The odds of winning the Prize will depend on the number of eligible Entries received during the Contest Period.

**8. CONTACTING OF POTENTIAL WINNER:**

The Sponsor or its designated representative will send the potential Prize winner individual a direct message on Twitter, Instagram or Facebook by 6:00 PM (EST) on the Draw Date. The potential Prize winner must respond by either direct message or by email within the 72 hours after receiving the notification by following the instructions provided in the notification. If the potential Prize winner fails to do so, then he/she will be disqualified (and will forfeit all rights to the Prize), even if his/her name or Twitter, Instagram or Facebook handle may have been publicly announced; forfeited prizes will not be awarded.

**9. BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER**, the potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return a Prize release within the timelines specified by the Sponsor, pursuant to which the potential Prize winner: (i) confirms compliance with these Official Rules; (iii) provides the Sponsor or its designated agent with his/her first and last name, complete mailing address including postal code, email address, date of birth and telephone number; (iv) acknowledges acceptance of the Prize as awarded; (v) assigns all intellectual property, including copyright, in and to their Entry (including the Photo) and waives his/her moral rights therein in favour of the Sponsor; (vi) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry including, without limitation, any claim that the Entry infringes a proprietary interest of any third party; (vii) releases the Releasees from any and all liability in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (viii) agrees to the publication, reproduction and/or other use of his/her name, photograph, 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 whatsoever, including print, broadcast or the internet, worldwide and in perpetuity. If the potential Prize winner fails to correctly answer the skill-testing question, provide the Sponsor with their full contact information, sign and return the Prize release or cannot accept the Prize as awarded for any reason, or otherwise violates these Official Rules (as determined by the Sponsor in its sole and absolute discretion), they will be disqualified and will forfeit all rights to the Prize.

**10. GENERAL CONDITIONS:**

By participating in this Contest, each Entrant: (i) agrees to be bound by these Official Rules; (ii) agrees to release, indemnify and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other cause of action; and (iii) releases the Releasees from any and all liability in connection with this

Contest and their participation therein. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Releasees will not be liable for: (i) any failure of any website or social platform during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, social platforms, computer equipment or software; (iii) the failure of any Entry to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website, social platform or mobile network; (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Twitter, Instagram or Facebook account used to submit the applicable Entry (as determined in accordance with the official records of Twitter, Instagram or Facebook, as applicable). An Entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that they are the authorized account holder of the Twitter, Instagram or Facebook account used to submit the applicable Entry and, if applicable, that they have all necessary consents, permissions and/or licenses as required by these Official Rules.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend this Contest (or to amend these Official Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Rules including, without limitation, any error, problem, computer virus, social platform error, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is 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, with the consent of the Régie, to cancel, amend or suspend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason, and the Sponsor reserves the right, in its sole and absolute discretion, to conduct a random draw from amongst all eligible Entries received.

*For Quebec residents:* 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.

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 Entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entrants and/or Entries.

The Sponsor reserves the right subject only to the approval of the Régie in Quebec, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any Entrant or Entries with these Official 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 Official Rules, or for any other reason. In no event will the Sponsor be liable for more than the stated number of prizes available to be awarded.

By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at [www.timhortons.com/ca/en/privacy.html](http://www.timhortons.com/ca/en/privacy.html)), unless the Entrant otherwise agrees.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: website and/or point of sale, television, print or online advertising; French version of these Official Rules, and/or any instructions or interpretations of these Official Rules given by any representative of the Sponsor; the terms and conditions of these English Official Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Official 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 Official 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 Official Rules or the rights and obligations of participants, Sponsor or any of the other the Releases 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 exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Official Rules or relating to this Contest.

**Sponsor:**

Tim Hortons Advertising and Promotion Fund (Canada) Inc., 130 King Street West, Suite 300, Toronto, Ontario, M5X 2A2

**Administrators:**

Zulu Alpha Kilo, 260 King Street East, Toronto, Ontario, M6K 1Y3

Inmar Promotions, 661 Millidge Ave, Saint John, NB E2K 2N7

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