

**TIM HORTONS PUCK DROP NHL® CONTEST (THE “CONTEST”)  
OFFICIAL RULES (THE “RULES”)**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. DECLARATION OF ELIGIBILITY AND RELEASE OF LIABILITY MAY BE REQUIRED. THIS CONTEST IS INTENDED FOR PLAY IN CANADA ONLY AND WILL BE GOVERNED BY CANADIAN LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE.

**Contest Period:**

1. The Contest will begin on September 23, 2019 at 12:00:00 a.m. Eastern Time (“**ET**”) and end September 30, 2019 at 9:59:59 p.m. ET (the “**Contest Period**”).

**Eligibility:**

2. The Contest is only open to legal residents of Canada who have completed a Registration (as such term is defined in the 2019 Tim Hortons Collect to Win Contest Official Rules; the “**Collect to Win Contest Rules**”) and: (i) have reached the legal age of majority in their province/territory of residence; or (ii) are thirteen (13) years of age or older, but under the legal age of majority in their province/territory of residence (each, a “**Minor**”), and who have permission from their parent/legal guardian (a “**Parent**”) to participate in this Contest and be legally bound by these Rules. Without limiting the generality of the foregoing, if you have not completed a Registration, you will need to complete a Registration in accordance with the Collect to Win Contest Rules (and for greater certainty you agree, and if you are a Minor your Parent also agrees, that you will comply with and be legally bound by the Collect to Win Contest Rules) by following the instructions provided on <https://c2w.timhortons.com/> (the “**Website**”) or the App (as such term is defined in the Collect to Win Contest Rules). Despite the foregoing, employees, representatives or agents (and those domiciled with, any such employee, representative or agent) of Tim Hortons Advertising and Promotion Fund (Canada) Inc. (the “**Sponsor**”), The TDL Group Corp., the National Hockey League (“**NHL**”), its member teams, NHL Enterprises Canada, L.P., NHL Enterprises, L.P., NHL Enterprises B.V. and NHL Interactive CyberEnterprises, LLC (such foregoing NHL entities collectively, the “**NHL Entities**”), National Hockey League Players’ Association (“**NHLPA**”), each of the foregoing party’s respective parent, affiliated and related companies, Tim Hortons franchisees/licensees, the consulting, advertising and promotion agencies of the Sponsor, the independent contest organization and/or any other entity involved in the organization, administration, execution or fulfillment of the Contest (collectively, the “**Contest Parties**”), are not eligible to enter this Contest. Employees, representatives or agents of Tim Hortons franchisees/licensees as described in this paragraph are limited to those employees, representatives or agents who are providing services in any way to Tim Hortons Restaurant(s). For greater certainty, employees, representatives or agents of the Contest Parties may obtain Card Packs (defined below) in accordance with these Rules (while supplies last); however, such individuals are not eligible to win nor claim the Prize (defined below).

Void where prohibited by law.

3. To be eligible to claim the Prize, claimant must have reached the legal age of majority in his/her province/territory of residence.

4. NOTE TO MINORS: The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis or at any time and for any reason, to contact a Minor's Parent for the purposes of verifying his/her: (i) agreement (on his/her own behalf and on behalf of the Minor) to be legally bound by these Rules; (ii) consent to the Minor's participation in this Contest; and/or (iii) consent to the collection, use and disclosure of the Minor's personal information for the purpose of administering the Contest. Failure of a Minor's Parent to complete any such required verification to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the applicable Minor.

#### How To Enter:

5. TO PARTICIPATE: NO PURCHASE NECESSARY. There are two (2) ways to enter the Contest, respectively as follows:
  - a) Eligible Purchase: During the Contest Period, an eligible entrant may either: (I) visit a participating Tim Hortons location in Canada and purchase a specially-marked pack (each, a "**Card Pack**") of Tim Hortons Collector's Series NHL® Trading Cards produced by Upper Deck (each, a "**Card**"), while supplies last, for either: 1) \$1.00 CAD (excluding applicable taxes) with the purchase of any beverage, excluding espresso shots and Coca-Cola products (limit of one Card Pack per beverage purchase at \$1.00 price); or 2) \$1.99 CAD (excluding applicable taxes) without the purchase of a beverage; OR (II) purchase a Card Pack (which must be picked-up in a participating Tim Hortons location in Canada) using his/her personal account on the App (for details regarding registering for a personal account and using the App, visit [www.timhortons.com/timsrewards/](http://www.timhortons.com/timsrewards/); use of the App is subject to the terms and conditions provided on this website, including without limitation the Tims Rewards terms and conditions that are available here: [www.timhortons.com/timsrewards/terms-conditions](http://www.timhortons.com/timsrewards/terms-conditions)) while supplies last, for either: 1) \$1.00 CAD (excluding applicable taxes) with the purchase of any beverage, excluding espresso shots and Coca-Cola products (limit of one Card Pack per beverage purchase at \$1.00 price); or 2) \$1.99 CAD (excluding applicable taxes) without the purchase of a beverage. Cards cannot be purchased using Tim Hortons® delivery ordering. Purchases made through Tim Hortons® delivery services are not eligible for this promotion. A minimum of 14,604,000 Card Packs will be produced for the Collect to Win contest, and these Card Packs will also be used for this Contest. A unique alphanumeric code (each, a "**PIN Code**") will be printed on the inside label of each Card Pack. Next, Login (as such term is defined in the Collect to Win Contest Rules) and follow the on-screen instructions to submit your PIN Code during the Contest Period, you will be eligible to receive one (1) entry (a "**Card Pack Entry**"). Each PIN Code is unique and can only be submitted one (1) time in the Contest. For the purposes of this Contest, each PIN Code will automatically expire after its first use or at the end of the Contest Period (whichever occurs first). Please retain the original PIN Code for your records. All PIN Codes submitted are subject to verification in the sole and absolute discretion of the Sponsor. Any PIN Code that cannot be verified as legitimately obtained in accordance with the letter and spirit of these Rules (or the Collect to Win Contest Rules) to the complete satisfaction of the Sponsor, in its sole and absolute discretion, within the timeline specified by the Sponsor is subject to immediate disqualification (in which case the entrant will be declared disqualified and such

entrant will forfeit any rights to a Prize). The Contest Parties and each of their respective agents, employees, directors, members, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible PIN Code submissions or PIN Code submission attempts (all of which are void).

- b) Essay Entry (via Facebook): To enter without a purchase, an entrant must send a direct message to the Sponsor’s Facebook page (Facebook.com/timhortons) during the Contest Period that includes his/her first name, e-mail address and a 100-word (or more) unique and original essay with the title “#PuckDropContest” telling us why you want to win the Prize, and he/she will receive one (1) entry (an “**Essay Entry**”) (collectively, Card Pack Entries and Essay Entries will be referred to as “**Entries**”).

- 6. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s privacy policy (see below). Facebook is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Facebook.

#### **Draw Prizing:**

- a) Tim Hortons NHL Heritage Classic™: There will be one (1) 2019 Tim Hortons NHL Heritage Classic™ Prize (the “**Tim Hortons NHL Heritage Classic™ Prize**” or the “**Prize**”). The Tim Hortons NHL Heritage Classic™ Prize consists of a trip for two (2) to Regina, Saskatchewan to watch the Tim Hortons NHL Heritage Classic™ and one (1) \$500 CAD spending money, issued in the form of a cheque. The Tim Hortons NHL Heritage Classic™ Prize has an approximate retail value of \$5,000 CAD, based on a Toronto hypothetical departure point example. The actual value of the Tim Hortons NHL Heritage Classic™ Prize will depend upon point of departure, travel dates and airfare fluctuations; however, the winner (nor his/her guest) will not receive any difference between the actual value of the Tim Hortons NHL Heritage Classic™ Prize and its stated approximate retail value. Air travel will consist of round-trip, coach class air travel to/from the major airport nearest to the winner’s residence in Canada to/from Regina, Saskatchewan. Standard hotel accommodation (one room, double occupancy) will be provided for a maximum of two (2) nights. Meals and transportation while on the trip are not included. Travel and accommodation arrangements are at the sole and absolute discretion of the Sponsor. The winner is responsible for ensuring that he/she has submitted the name of his/her guest and any further required information to complete his/her booking by October 16, 2019, failing this the Tim Hortons NHL Heritage Classic™ Prize will be forfeited in its entirety and, if forfeited, nothing will be substituted in its place. Once the winner has submitted the name of his/her guest and any required booking information, no changes to travel dates or bookings will be permitted. If the winner and his/her guest do not utilize any part(s) of the Tim Hortons NHL Heritage Classic™ Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place. The guest must travel on the same itinerary as the winner and must sign (and, if a minor, his/her parent or legal guardian

must also sign) and return a liability/publicity release prior to being eligible to participate in the Tim Hortons NHL Heritage Classic™ Prize. The winner and his/her guest will be responsible for all other expenses not expressly stated above as included in the Tim Hortons NHL Heritage Classic™ Prize, including without limitation: travel and medical insurance, all ground transportation, gratuities, meals, telephone calls, in-room charges, applicable taxes (including Airport Improvement Taxes) and incidentals. The winner (or his/her guest) may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover incidental charges. The winner and his/her guest are responsible for ensuring that they have all necessary travel documents (e.g. passports, visa, etc.), that they are in good order, and are valid prior to, and for the entire duration of the trip, and that they have no legal barrier to fly to/from Saskatchewan. If the winner and/or his/her guest cannot travel for any reason whatsoever, including without limitation, inadequate travel documentation or if they cannot travel during the specified travel dates and times provided (IMPORTANT NOTE: the 2019 Tim Hortons NHL Heritage Classic™ is scheduled to be held on Saturday, October 26, 2019), or any other reason, then such winner may nominate a person to whom the Tim Hortons NHL Heritage Classic™ Prize may be transferred, subject to the Sponsor's ultimate approval in its sole and absolute discretion. Sponsor is not responsible if the Tim Hortons NHL Heritage Classic™ Prize is cancelled or postponed for any reason whatsoever (including without limitation inclement weather). Alternative arrangements (if any) will be made at Sponsor's sole and absolute discretion and Sponsor reserves the right to not make any alternative arrangements. Resale of NHL® game/event tickets is prohibited. The winner and his/her guest must abide by all venue policies and game/event ticket terms and conditions. Sponsor reserves the right to revoke the full or partial Tim Hortons NHL Heritage Classic™ Prize from the winner or winner's guest who it, or venue personnel, deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Sponsor or the NHL Entities into disrepute.

7. The Prize must be accepted as awarded and is not assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions except at the 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 of equal or greater retail value, including, without limitation, but at the Sponsor's sole and absolute discretion, a cash award.

#### **Prize Winner Selection:**

On October 2, 2019 (the "**Draw Date**") in Saint John, NB at 1pm ET, one (1) eligible entrant will be selected by random draw (the "**Draw**") from among all eligible Entries received in accordance with these Rules during the Contest Period. The odds of winning depend on the number of eligible Entries received in accordance with these Rules during the Contest Period.

#### **Prize Winner Notification and Confirmation:**

8. The potential Prize winner selected in the Draw (the "**Selected Entrant**") will be notified via e-mail within three (3) business days of the Draw Date and instructed as to how the Prize can be claimed. If the Selected Entrant cannot be contacted within three (3) business days of the Draw Date, or if there is a return of any notification as undeliverable; then

he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining Entries (in which case the foregoing provisions of this section shall apply to such new Selected Entrant).

9. BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER, the Selected Entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by e-mail or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign (and, if a Minor, his/her Parent must also sign) and return within three (3) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, 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 or medium whatsoever, including print, broadcast or the Internet, worldwide and in perpetuity. If the Selected Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining Entries (in which case the foregoing provisions of this section shall apply to such new Selected Entrant).
10. The Prize must be claimed by October 10, 2019 (the "**Prize Claim Deadline**"). If the Prize has not been claimed by the Prize Claim Deadline (as determined by the Sponsor in its sole and absolute discretion on the basis of its official records) it will be forfeited and will not be awarded.
11. If the potential Prize winner is a Minor, his/her Parent must sign all required Prize claim forms and the applicable Prize will be awarded to such Minor's parent or legal guardian (subject to compliance with these Rules).

**Verification:**

12. 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 has attempted to: (i) exceed any of the limits or restrictions provided in these Rules; and/or (ii) use multiple names, identities, e-mail addresses, Facebook accounts, and/or any automated, macro, script, robotic or other system(s) or program(s) to enter, register, submit Essay Entries via Facebook, submit PIN Codes or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Released Parties and Facebook are not responsible for late, lost, misdirected, delayed, illegible, incomplete, non-processed or incompatible Registrations,

Essay Entries, eligible purchases, PIN Codes, or any other Contest-related information (collectively, "**Contest-related Information**"), all of which are void.

13. All entrants and Contest-related Information 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 compliance with these Rules (including, without limitation, 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 Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest-related Information submitted or received (or purportedly submitted or received) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s). All information requested by and/or supplied to Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entrant should the Sponsor deem (at its sole and absolute discretion) that such an entrant at any stage supplied untruthful, incomplete, inaccurate or misleading information (as determined by the Sponsor in its sole and absolute discretion).

#### **General Rules:**

14. All Contest-related Information becomes the property of Sponsor, which assumes no responsibility for lost Contest-related Information or for any failure of the Website, the App or mail delivery service during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, mobile application, point of sale system, point of sale system scanner, Apple Wallet, Google Pay, kiosk, physical card, access providers, computer equipment, software, failure of any e-mail or other information to be received by Sponsor on account of technical problems or traffic congestion on the Internet, on the Website or the App (or at any other website or app), mail delivery service strike or any combination thereof. Sponsor is not responsible if an entrant is unable to access Facebook, the Website or the App on their mobile device, computer or other device. Without limiting the generality of the foregoing, in the event an entrant completes an eligible PIN Code submission that is not processed or recorded for any reason, such entrant will not receive an Entry in respect of such transaction and the Released Parties are released of all liability in respect of such transaction. Sponsor reserves the right at its sole and absolute discretion, to disqualify any individual (and all of his or her Entries, and/or any other Contest-related Information) who tampers with the registration process, the Website, the App or the proper conduct of this Contest as per the letter and spirit of these Rules. Sponsor reserves the right, subject only to the approval of the Régie des alcools des courses et des jeux ("**RACJ**") in Quebec, to modify or suspend the Contest should a virus, "bug" or any other cause beyond the reasonable control of Sponsor corrupt the security or proper administration of the Contest. The Sponsor, with the consent of the Régie, reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right,

in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

15. Entrants who choose to participate via a compatible mobile device are solely responsible for standard data use and service rates that apply, which vary according to the applicable mobile device package and mobile service provider (please contact your mobile service provider for details before participating in this Contest using a compatible mobile device). Any attempt to deliberately damage the Website, the App or any other website or app or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
16. In the event of a dispute between entrants as to who submitted a Registration, such Registration shall be deemed submitted by the “authorized account holder” of the e-mail address submitted at the time of registration. “Authorized e-mail account holder” is defined as the natural person to whom an e-mail address is assigned by an 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. An entrant may be required to provide proof (in a form acceptable to the Sponsor) that he/she is the authorized account holder of the e-mail address submitted with the Registration in question.
17. By participating in this Contest, each entrant (and, if a Minor, his/her Parent) agrees (and agrees to confirm in writing) and hereby: (i) releases the Released Parties from any and all liability, loss or damage that he/she may incur in connection with his/her participation in this Contest and, if applicable, with respect to the awarding, receipt, possession and/or use or misuse of the Prize; (ii) agrees that, without limiting the generality of the foregoing and for greater certainty, under no circumstances will he/she be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, consequential, or any other damages; (iii) agrees that all causes of action arising out of or connected with this Contest, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) agrees that any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs.
18. By entering the Contest, each entrant (and, if a Minor, his/her Parent) agrees to abide by these Rules (including without limitation the Collect to Win Contest Rules) and the decisions of Sponsor and/or the independent contest organization, which are final in all respects.
19. Personal information will only be collected, used and disclosed by Sponsor, Inmar Promotions – Canada Inc. (the “**Administrator**”) and their respective designated representatives for the purpose of administering the Contest in accordance with these Rules. By entering this Contest, each entrant expressly consents to Sponsor, the Administration and their designated representatives collecting, storing, sharing and using the personal information submitted during registration only for the purpose of administering the Contest and in accordance with Sponsor’s Privacy Policy (available at [www.timhortons.com](http://www.timhortons.com)). 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.

20. Without limiting the generality of the foregoing and for greater certainty, by entering the Contest, each entrant (and, if a Minor, his/her Parent) consents to being contacted by Sponsor for Contest-related purposes, which includes but is not limited to Prize eligibility notifications and Prize claim reminder notifications. You may unsubscribe from these notices by e-mailing [guest\\_services@timhortons.com](mailto:guest_services@timhortons.com), in which case your Registration in the Contest will be deleted, and you will no longer be eligible to participate in the Contest or win a Prize, unless you re-register.
21. Should it be discovered that an entrant is using the aid of computer software programs to auto-fill information, that entrant will be immediately disqualified from the Contest. The Sponsor reserves the right to disqualify all such entrants from future contests conducted by the Sponsor without further notice.
22. 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.
23. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: information related to Registration, that is included on the Website, App, French version of these Rules, and/or point of sale, television, print or online advertising (including without limitation the abbreviated version of these Rules that appear on such point of sale, television or online advertising); the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law. Without limiting the generality of the foregoing, in the event the Sponsor becomes aware of any such discrepancy or inconsistency, the Sponsor will place a correction notice on the digital menu boards of participating Tim Hortons Restaurants.
24. SPONSOR: Tim Hortons Advertising and Promotion Fund (Canada) Inc., 130 King Street West, Toronto, ON, M5X 1E1, Canada
25. ADMINISTRATOR: Inmar Promotions – Canada Inc., 661 Millidge Avenue, Saint John, New Brunswick, E2K 2N7

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