

NATIONAL DONUT DAY GOLD TIMBITS® PROMOTION – JUNE 1, 2018

NO PURCHASE NECESSARY TO ENTER OR WIN. This Promotion is valid in Buffalo NY, Columbus OH, and Detroit MI area Tim Hortons® restaurants only (the “participating Tim Hortons® restaurants”). Void where prohibited by law.

ELIGIBILITY: This Promotion is open only to legal United States residents who are 18 years of age or older. Employees of Sponsor, its franchisees, vendors and agencies, and their immediate family members (spouse, parents, siblings, and children, regardless of where they live) and household members (whether or not related), are not eligible to participate or win a prize.

PROMOTION DATE: June 1, 2018 only.

HOW TO PARTICIPATE: On the Promotion Date, visit a participating Tim Hortons® restaurant and ask for the “Gold Timbits®” or “24-carat Gold Timbits®” or any similar phrase deemed acceptable by Sponsor. If the location you are visiting has Gold Timbits® and you are the first person after 6 a.m. to ask for the Timbits, you will receive the Gold Timbits® and will be eligible to receive free donuts for a year (the “Prize”). Your odds of winning depend on the number of people participating in the Promotion.

PRIZE: Subject to complying with these Official Rules, the person who receives the Gold Timbits® shall receive free donuts for a year. Prize is based upon one donut per day for 365 days and is awarded in the form of a \$400 Tim Card®. Five Prizes to be awarded: two Prizes in Buffalo NY, two Prizes in Detroit MI and one Prize in Columbus OH. Total value of all Prizes is \$2,000 USD. Actual retail price of donut may vary by market. Prize may not be redeemed or exchanged for cash. Sponsor reserves the right to substitute Prizes with a prize of comparable or greater value. Sponsor is not responsible for any Prizes that are lost, stolen or misplaced. Prize is subject to the terms and conditions of usage stated on the Tim Card®.

RELEASE AND LIMITATION OF LIABILITY: By participating in this Promotion, you agree to release, indemnify, and hold harmless Sponsor, The Tim's National Advertising Program, Inc., their parent, affiliated and related companies, franchisees and their respective officers, directors, employees and agencies, (the “Releasees”), from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s), including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from acceptance, possession, use, and/or misuse of the Gold Timbits® and/or any prize, participation in this Promotion or any Promotion-related activity, printing or publication errors, errors in the administration of the Promotion, and for any claims based on publicity rights, defamation, or invasion of privacy. Except where prohibited, you also agree that: (1) any disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action; (2) any claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys’ fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive any and all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses.

OTHER CONDITIONS: By participating in this Promotion, you agree to be bound by these Official Rules and

all decisions of the Sponsor which are final. Except where prohibited, your participation in the Promotion and/or your acceptance of a prize or promotional item, constitutes your consent for Sponsor and its designees to use your name, likeness, city and state of residence, video, voice and comments for promotional purposes in any media without further consideration. If there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion related materials of any nature, the terms and conditions of these Official Rules shall prevail, govern and control. Sponsor reserves the right, in its sole discretion, to disqualify any participant found to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting illegally or in a non-sportsmanlike or disruptive manner. Sponsor reserves the right to terminate, suspend, cancel or modify the Promotion at any time, if it determines that for any reason the Promotion cannot be run as originally planned because of tampering, fraud, errors, or for any other causes beyond the control of Sponsor, that in Sponsor's sole opinion compromise the administration, fairness, or proper conduct of the Promotion. If the Promotion or any portion of the Promotion is terminated before the end of the Promotion Period, Sponsor may, in its sole discretion, elect to award any available Prizes at random to guests visiting participating restaurants. If a Prize cannot be awarded for any reason, Sponsor shall not be obligated to award any such Prize. An individual is not a Prize winner unless he or she meets the eligibility criteria, has agreed to fully comply with these Official Rules and has executed an Affidavit of Eligibility and Release.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Miami, Florida. The parties agree not to raise the defense of forum *non conveniens*.

WINNERS LIST: To receive a list winners, please send a postage-paid, self-addressed envelope no later than July 1, 2018 to: Tim Hortons USA National Marketing Communications Team, 5505 Blue Lagoon Drive, Miami FL 33126 (Attn: National Donut Day Promotion).

SPONSOR: Tim Hortons USA, Inc. 5505 Blue Lagoon Drive, Miami, FL 33126