

Tims Financial – Statement Credit Offer Terms and Conditions

Effective Date: November 16, 2023

Date Last Revised: November 16, 2023

PLEASE READ CAREFULLY. IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS, YOU ARE NOT PERMITTED TO PARTICIPATE IN THE OFFER.

1. Offer Terms

These terms and conditions (the “**Statement Credit Offer Terms**”) govern the following offer available for participation by eligible users of Tims Financial Services (the “**Statement Credit Offer**”). These Statement Credit Offer Terms are a binding legal contract between you and The TDL Group Corp. (“**TDL**”).

In addition to these Statement Credit Offer Terms, your participation in this Statement Credit Offer is subject to: (i) the current terms and conditions that apply to the Tims Rewards Program (“**Tims Rewards**”) available at <https://www.timhortons.ca/terms-conditions-rewards> (the “**Tims Rewards Terms**”) and all applicable Additional Terms (as such term is defined within the Tims Rewards Terms); (ii) the Tims Rewards credit card offer (the “**Tims Credit Card Offer**”) terms and conditions available at <https://timsfinancial.ca/en/legal.html> (the “**Tims Credit Card Offer Terms**”); and, (iii) the Tim Hortons’ financial services (“**Tims Financial Services**”) terms and conditions available at <https://timsfinancial.ca/en/legal.html> (the “**Tims Financial Terms**”), and all applicable Additional Financial Services Terms (as such term is defined within the Tims Financial Terms), including without limitation, your Cardholder or Account Agreement (as such term is defined within the Tims Financial Terms).

These Statement Credit Offer Terms are Specific Offer Terms, as defined in the Tims Financial Terms, that apply to the Statement Credit Offer. This Statement Credit Offer is a Financial Services Personalized Points Offer, as defined in the Tims Financial Terms.

In the event of any conflict or any inconsistency between (i) any provision of these Statement Credit Offer Terms and the Tims Rewards Terms, Additional Terms (as defined within the Tims Rewards Terms), Specific Offer Terms (as defined within the Tims Rewards Terms – including, without limitation, the Tims Credit Card Offer Terms), the Tims Financial Terms, and/or any other Additional Tim Hortons Terms (as defined within the Tims Financial Terms), these Statement Credit Offer Terms shall prevail; or (ii) any provision of these Statement Credit Offer Terms and your applicable Cardholder or Account Agreement and/or any other Neo Terms (as defined within the Tims Financial Terms), the terms of your applicable Cardholder or Account Agreement shall prevail, unless TDL (defined above) communicates otherwise (for example, by sending a message to the email address (or other contact information we have for you at our discretion) associated with your Tims Financial Product and/or Tims Rewards account) with an explicit reference to the provisions that are in conflict or inconsistent and its decision regarding resolving such conflict or inconsistency, and such determination is final and binding on you. In the event of any discrepancy or inconsistency between the English Statement Credit Offer Terms and disclosures or other statements contained in any Statement Credit Offer or Tims Financial Services-related materials, including, but not limited to: the Tim Hortons website, app, or the French version of these Statement Credit Offer Terms, and/or point of sale, television, print or online advertising; the terms and conditions of the English Statement Credit Offer Terms shall prevail, govern and control to the fullest extent permitted by law.

2. Eligibility

To participate in the Statement Credit Offer, you must: (i) be a resident of Canada; (ii) have reached the legal age of majority in your province or territory of residence; (iii) have a Tims Rewards account (a **“Tims Rewards Account”**) as a Registered Participant (as defined in the Tims Rewards Terms); (iv) have an Eligible Tims Financial Product (as defined in the Tims Credit Card Offer Terms) (for certainty, your use of any Eligible Tims Financial Product will be automatically linked to your Tims Rewards Account used to apply for the Eligible Tims Financial Product); (v) be in compliance with all Tims Financial Terms and applicable Additional Financial Services Terms (including, without limitation, be in Good Standing under your applicable Cardholder or Account Agreement, as such term is defined under your applicable Cardholder or Account Agreement); and (vi) be in compliance with the Tims Rewards Terms and all applicable Additional Terms (as such term is defined within the Tims Rewards Terms) and Specific Offer Terms (as defined within the Tims Rewards Terms – including, without limitation, the Tims Credit Card Offer Terms).

3. Financial Services Personalized Points Offer

Offer Period

The Statement Credit Offer starts on the Effective Date set out above and shall automatically renew every one (1) month period following the Effective Date (each such one (1) month period shall be a **“Renewal Offer Period”**), unless terminated by TDL in its sole and absolute discretion at any time, in which case the Statement Credit Offer shall terminate on the last date of the then current Renewal Offer Period (the **“Offer Period”**).

Eligible Billing Cycle

If during the Offer Period and in respect of the current billing cycle (the **“Eligible Billing Cycle”**) for your Eligible Tims Financial Product: (i) you are eligible to participate in the Statement Credit Offer; (ii) your Tims Rewards Account has a Minimum Points Balance (defined below); and (ii) you have at least one (1) unpaid Eligible Transaction (as such term is defined within the Tims Credit Card Offer Terms) posted to your Eligible Tims Financial Product account, in respect of a purchase for a good or a service (or a single set of goods or services) to which a Statement Credit (defined below) has not already been applied (an **“Eligible Transaction Good or Service”**), you will be eligible to apply a Statement Credit (defined below). Notwithstanding the foregoing, an Eligible Transaction Good or Service will not consist of any unpaid transactions from a previous billing cycle, fees, nor purchases of cryptocurrency, vouchers, gift cards or other or similar items.

Minimum Points Balance

To be eligible to apply a Statement Credit (defined below) during an Eligible Billing Cycle, your Tims Rewards Account must have a balance of at least the requisite number of Points (as such term is defined within the Tims Rewards Terms) for a Statement Credit at the time of redemption (a **“Minimum Points Balance”**). The Minimum Points Balance required for a Statement Credit will be set out during the Offer Period on the Tim Hortons app, via the Personalized Offers section of a Tims Rewards Account, and/or by other means as determined by TDL in its sole and absolute discretion (and may change during the Offer Period from time to time, at TDL’s sole and absolute discretion).

Statement Credit

During an Eligible Billing Cycle (in accordance with all requirements set out above), you will be eligible to redeem Points towards all or a portion of one (1) or more Eligible Transaction Good(s) or Service(s) (a **“Statement Credit”**). The requisite number of Points redeemed for a Statement Credit shall be equal to the applicable Minimum Points Balance for such Statement Credit, as set out above. The value of

any Statement Credit available during the Offer Period shall be in multiples of \$5 and between \$5-\$45 CAD and will be set out on the Tim Hortons app, via the Personalized Offers section of a Tims Rewards Account, and/or by other means as determined by TDL in its sole and absolute discretion (and may change during the Offer Period from time to time, at TDL's sole and absolute discretion). The Eligible Transaction Good(s) or Service(s) (or portion thereof) to which a Statement Credit is applied shall be determined by TDL in its sole and absolute discretion, based on the number of Points redeemed and corresponding value of the Statement Credit.

To apply a Statement Credit to your Eligible Tims Financial Product account, you must follow the applicable on-screen instructions within the Tim Hortons app, while logged in to your Tims Rewards Account, and redeem the applicable Points for the Statement Credit. Upon redeeming the applicable Points, the Statement Credit will be automatically applied to your Eligible Tims Financial Product account for the applicable Eligible Billing Cycle.

Limits and Conditions

There is a limit of one (1) Statement Credit per person and per Eligible Tims Financial Product/Tims Rewards Account per 7-day period, during the Offer Period. Such 7-day period shall start from the date and time that a Statement Credit is first applied and end 7-days thereafter (for example, if a Statement Credit is first applied on a Monday at 11:00 a.m. Eastern Time, an additional Statement Credit cannot be applied until the next Monday at 11:01 a.m. Eastern Time or later, during the Offer Period).

In no event will more than one (1) Statement Credit be applied to the same Eligible Transaction Good(s) or Service(s) (for certainty, Statement Credits are not stackable – only one (1) Statement Credit may be applied to an Eligible Transaction Good or Service).

In no event can a Statement Credit be applied to Eligible Transaction Good(s) or Service(s) in which the value of the Eligible Transaction Good(s) or Service(s) is less than the value of the Statement Credit (for example, if the total value of the Eligible Transaction Goods and Services posted to your Eligible Tims Financial Product account during an Eligible Billing Cycle is \$40, a Statement Credit of a \$45 value cannot be applied to the Eligible Transaction Goods and Services).

IMPORTANT NOTE: Notwithstanding any other provision in these Statement Credit Offer Terms, a Statement Credit is a Reward (as such term is defined in the Tims Rewards Terms) that cannot be combined with other Rewards and in no event will the value of a Statement Credit exceed the Redemption Value Cap.

For certainty, an Eligible Transaction Good or Service must meet all criteria set out in these Statement Credit Offer Terms at the time that Points are redeemed in order to apply a Statement Credit. Once Points are redeemed in order to apply a Statement Credit, such Points cannot be restored to the applicable Tims Rewards Account (for greater certainty, you cannot reverse nor cancel such a redemption). If the Eligible Transaction Good(s) or Service(s) (or portion thereof) to which a Statement Credit has been applied during an Eligible Billing Cycle are returned, the Statement Credit will be automatically applied to other Eligible Transaction Good(s) or Service(s) (or portion thereof) for the applicable Eligible Billing Cycle (determined by TDL in its sole and absolute discretion, as set out above). If the Eligible Transaction Good(s) or Service(s) (or portion thereof) to which a Statement Credit has been applied during an Eligible Billing Cycle are returned, and there are no other Eligible Transaction Good(s) or Service(s) for the applicable Eligible Billing Cycle posted to your Eligible Tims Financial Product account, then: (i) during applicable Eligible Billing Cycle, the Statement Credit will remain available to be automatically applied to other Eligible Transaction Good(s) or Service(s) (or portion thereof); (ii) for certainty, you will not be eligible to apply a further Statement Credit during the applicable Eligible Billing Cycle until other Eligible Transaction Good(s) or Service(s) are posted to your account (subject to the 7-day limitation, set out above); and, (iii) in the event that no other Eligible Transaction Good(s) or Service(s) are posted to your Eligible Tims Financial Product account for the applicable

Eligible Billing Cycle, the Statement Credit will not carry forward to any subsequent Eligible Billing Cycle(s).

This Statement Credit Offer may be combined with other Financial Services Personalized Points Offers and with Tims Rewards Personalized Offers (as defined in the Tims Rewards Terms), unless stated within the Specific Offer Terms of such other applicable Financial Services Personalized Points Offers or Personalized Offers and Rewards that combining with this Statement Credit Offer is not permitted.

Without limiting any of the foregoing and for greater certainty, the ability to redeem and/or otherwise use Points as set out herein is subject to your compliance with these Statement Credit Offer Terms, the Tims Rewards Terms, all applicable Additional Terms (as such term is defined within the Tims Rewards Terms) and Specific Offer Terms (as defined within the Tims Rewards Terms – including, without limitation, the Tims Credit Card Offer Terms), and the Tims Financial Terms and all applicable Additional Financial Services Terms (as such term is defined within the Tims Financial Terms) including without limitation, being in good standing under your applicable Cardholder or Account Agreement (as such term is defined under your applicable Cardholder or Account Agreement).

4. Privacy

By participating in the Statement Credit Offer, you acknowledge that you have reviewed and understand: (i) the Tims Financial Privacy Policy (www.timsfinancial.ca/legal/privacy-policy); and, (ii) the Tim Hortons Privacy Policy (<https://www.timhortons.ca/privacy-policy>), and consent to the practices described in each respective policy.

5. Termination

To the fullest extent permitted by applicable law, in our sole discretion, we may restrict, suspend, or terminate your access to and participation in this Statement Credit Offer, in whole or in part, with or without prior notice. To the fullest extent permitted by applicable law, we may also suspend, amend or terminate the Statement Credit Offer, in whole or in part, with or without prior notice.

TDL and all other Released Parties (as such term is defined within the Tims Financial Terms) are not responsible for any error in copy or images relating to this Statement Credit Offer or any other products or offers offered in connection with Tims Rewards or Tims Financial Services. Errors will be corrected when discovered and TDL reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted).

Any provision of these Statement Credit Offer Terms which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Statement Credit Offer Terms, will survive expiration or termination of these Statement Credit Offer Terms for any reason. TDL also reserves the right to seek all remedies available at law and in equity for violations of these Statement Credit Offer Terms.

6. Amendment

Only if required by applicable law (a “**Prescribed Notice of Amendment**”) or at TDL’s sole discretion, TDL will provide written notice of a proposed change to these Statement Credit Offer Terms. A Prescribed Notice of Amendment will be provided at least thirty (30) days (or such other period as may be required by applicable law) before the change comes into effect, by posting a notice, sending a message to the email address (or other contact information we have for you at our discretion) and/or via any other means and/or any other contact information we have for you, in our sole discretion. Pursuant to a Prescribed Notice of Amendment, if you do not agree with the applicable change, you may refuse the change and cancel your agreement with us rather than accept the change at any time in the thirty (30) day period (or such other period as may be required by applicable law) prior to such

change coming into effect (and such cancellation shall be subject to the applicable (including without limitation any additional) cancellation terms and procedures of the Tims Financial Terms and the Additional Financial Services Terms as defined in the Tims Financial Terms), or, if required by applicable law and such amendment increases your obligations or decreases TDL's obligations under these Statement Credit Offer Terms, you refuse the change and cancel your agreement with us at no cost or penalty, no later than thirty (30) days after the change comes into effect by sending us a notice to that effect (and such cancellation shall be subject to the applicable (including without limitation any additional) cancellation terms and procedures of the Tims Financial Terms and the Additional Financial Services Terms as defined in the Tims Financial Terms). Subject only to a Prescribed Notice of Amendment requirement (if applicable), TDL reserves the right, and in its sole and absolute discretion, to suspend and/or amend all or any portion of these Statement Credit Offer Terms and any other information relating to the Statement Credit Offer, or to terminate the Statement Credit Offer in whole or in part, at any time and without notice.

7. General

For certainty, and without limiting any of the foregoing, the following sections of the Tims Financial Terms apply to the Statement Credit Offer and these Statement Credit Offer Terms: Section 9 (Governing Law, Arbitration, and Class Action Waiver), Section 10 (Disclaimer of Warranties), Section 11 (Exclusive Remedy and Limitation of Liability), Section 12 (Indemnification), Section 13 (Integration, Severability and Waiver), and Section 15 (Contact Information).