

Tims Financial – Referral Offer Terms and Conditions

Effective Date: August 1, 2024

Date Last Revised: August 1, 2024

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

1. Offer Terms

These terms and conditions (the “**Referral Offer Terms**”) govern the following offer made available to eligible users of Tims Financial Services (the “**Referral Offer**”). These Referral Offer Terms are a binding legal contract between you and The TDL Group Corp. (“**TDL**”). In addition to these Referral Offer Terms, your participation in this Referral 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 Referral Offer Terms are Specific Offer Terms (as defined in the Tims Financial Terms) that apply to the Referral Offer. This Referral Offer is a Financial Services Personalized Offer (as defined in the Tims Financial Terms). In the event of any conflict or any inconsistency between (i) any provision of these Referral 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 Referral Offer Terms shall prevail; or (ii) any provision of these Referral 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 Referral Offer Terms and disclosures or other statements contained in any Referral Offer or Tims Financial Services related materials, including, but not limited to: the Tim Hortons website, app, or the French version of these Referral Offer Terms, and/or point of sale, television, print or online advertising; the terms and conditions of the English Referral Offer Terms shall prevail, govern and control to the fullest extent permitted by law.

2. Eligibility

To participate in the Referral Offer as a Referrer (a “**Referrer**”), 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).

To participate in the Referral Offer as a referee (a “**Referee**”), you must: (i) be a resident of Canada; (ii) have reached the legal age of majority in your province or territory of residence; and (iii) must not, at any time prior to your first Referee Offer Redemption (defined below), have an Eligible Tims Financial Product.

3. Financial Services Personalized Offer

Offer Period

The Referral Offer starts on the Effective Date set out above and shall automatically renew on the 1st day of every subsequent calendar month (each such one (1) calendar 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 Referral Offer shall terminate on the last date of the then current Renewal Offer Period (collectively, all Renewal Periods are the “**Offer Period**”).

Obtaining and Sharing Referral Offer Codes

To obtain and share a Referral Offer code (each, a “**Referral Offer Code**”), a Referrer must first login to their Tim Hortons® digital account (“**Account**”) via the Tim Hortons App (the “**App**”), and then must navigate to the Tims Financial Services tile and Referral Offer home page on the App and follow the instructions provided on the Referral Offer home page. Each Referral Offer Code is unique to the Referrer (limit of one (1) Referral Offer Code per Referrer). Once you have obtained a Referral Offer Code, you may share your Referral Offer Code with one (1) or more Referees using the functionality and associated copy provided, subject to the requirements that: (i) you must only share your Referral Offer Code with Referees with whom you have a “family relationship” or “personal relationship” (as these terms are respectively defined in the [Electronic Commerce Protection Regulations](#)); (ii) you must clearly and prominently disclose that you are receiving a benefit as a Referrer in connection with this Referral Offer (i.e. you must disclose your “material connection” to this Referral Offer); and (iii) any statements you make (including without limitation with respect to this Referral Offer) must not be false, misleading nor deceptive, and must otherwise comply with applicable laws and regulations.

Submitting a Referral Offer Code

Prior to being eligible to submit a Referral Offer Code, a Referee must first apply for a Tims Credit Card (as defined in the Tims Financial Terms). If the Referee is approved for a Tims Credit Card, completes the pin set for the Tims Credit Card (i.e. the Referee must successfully set a numeric security code for their Tims Credit Card), and submits a Referral Offer Code following the instructions provided, then: (i) the Referrer associated with the Referral Offer Code will receive a \$20 CAD Digital Tims Gift Card (as defined in, and subject to, the Tims Gift Card Terms and Conditions (the “**Gift Card Terms**”) available at <https://www.timhortons.ca/tims-gift-card-terms-conditions>) (a “**Referrer Offer Redemption**”) via email to the email address associated with the Referrer’s Tim Rewards Account (please allow approximately 24 hours for processing), subject to compliance with these Referral Offer Terms; and (ii) the Referee that submitted the Referral Offer Code will receive a \$20 CAD Digital Tims Gift Card (subject to the Gift Card Terms) (a “**Referee Offer Redemption**”) (collectively, Referrer Offer Redemptions and Referee Offer Redemptions will be referred to as “**Offer Redemptions**”) via email to the email address

associated with the Referee's Tim Rewards Account (please allow approximately 24 hours for processing), subject to compliance with these Referral Offer Terms.

Limits and Conditions

There is a limit of fifty (50) Referrer Offer Redemptions per Referrer throughout the Offer Period (for clarity, a Referrer that has reached fifty (50) Referrer Offer Redemptions may still share a Referral Offer Code to eligible Referees to complete Referee Offer Redemptions; however, no further Referrer Offer Redemptions may be completed once this limit has been reached). There is a limit of one (1) Referee Offer Redemption per Referee throughout the Offer Period. In order to be eligible for an Referrer Offer Redemption, the Referrer's Cardholder or Account Agreement must be in Good Standing, and the Referrer and Referee must both comply at all times with these Referral Offer Terms. In order to be eligible for an Referee Offer Redemption, the Referee's Cardholder or Account Agreement must be in Good Standing, and the Referrer and Referee must both comply at all times with these Referral Offer Terms. All submitted Referral Offer Codes are subject to verification in the sole and absolute discretion of TDL. If it is discovered by TDL (using any evidence or other information made available to or otherwise discovered by TDL) that any person has attempted to participate in this Referral Offer in contravention with the letter and intent of these Referral Offer Terms is subject to disqualification (and disqualification of any of such person's Offer Redemptions) (all as determined by TDL in its sole and absolute discretion). TDL reserve the right, in their sole and absolute discretion, to require proof of identity, eligibility and/or compliance with these Referral Offer Terms. Any person who fails to provide such proof to the satisfaction of TDL within the timeline specified by TDL is subject to disqualification (and disqualification of any of such person's Offer Redemptions) (all as determined by TDL in its sole and absolute discretion).

This Referral Offer may be combined with other Financial Services Personalized Offers, unless stated within the Specific Offer Terms of such other Financial Services Personalized that combining with this Referral Offer is not permitted.

4. Privacy

By participating in the Referral 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 Referral 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 Referral 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 Referral 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 Referral 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 Referral Offer Terms, will survive expiration or termination of these Referral Offer Terms for any reason. TDL also reserves the right to seek all remedies available at law and in equity for violations of these Referral 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 Referral 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 Referral 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 Referral Offer Terms and any other information relating to the Referral Offer, or to terminate the Referral 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 Referral Offer and these Referral 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).