

## **Tims Rewards – Tims® Mastercard® Offer Terms and Conditions**

**Effective Date:** June 6, 2024

**Date Last Revised:** February 12, 2024

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 “**Tims Mastercard Offer Terms**”) govern the following offer available for participation by eligible Tims Rewards Program (“**Tims Rewards**”) participants (the “**Tims Credit Card Offer**”). These Tims Mastercard Offer Terms are a binding legal contract between you and The TDL Group Corp., including without limitation the TIM HORTONS® brand (collectively, “**TDL**”).

In addition to these Tims Mastercard Offer Terms, your participation in this Tims Credit Card Offer is subject to: (i) the current terms and conditions that apply to 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); and, (ii) the Tim Hortons’ financial services (“**Tims Financial Services**”) terms and conditions available at <https://www.timsfinancial.ca/en/legal> (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 applicable cardholder agreement(s) and/or account agreement(s) in respect of your Tims Financial Product(s) (as such term is defined within the Tims Financial Terms) between you and Neo Financial Technologies Inc. (“**Neo**”), and/or any other applicable Tims Financial Services providers (a “**Cardholder or Account Agreement**”).

These Tims Mastercard Offer Terms are Specific Offer Terms, as defined in the Tims Rewards Terms, that apply to the Tims Credit Card Offer. This Tims Credit Card Offer is a Points Offer, as defined in the Tims Rewards Terms.

In the event of any conflict or any inconsistency between (i) any provision of these Tims Mastercard Offer Terms and the Tims Rewards Terms, Additional Terms (as defined within the Tims Rewards Terms), the Tims Financial Terms, and/or the Additional Tim Hortons Terms (as defined within the Tims Financial Terms), these Tims Mastercard Offer Terms shall prevail; or (ii) any provision of these Tims Mastercard 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 Tims Mastercard Offer Terms and disclosures or other statements contained in any Tims Credit Card Offer- or Tims Financial Services-related materials, including, but not limited to: the Tim Hortons website, app, or the French version of these Tims Mastercard Offer Terms, and/or point of sale, television, print or online advertising; the terms and conditions of the English Tims Mastercard Offer Terms shall prevail, govern and control to the fullest extent permitted by law.

### **2. Eligibility**

To participate in the Tims Credit Card 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 (defined below) (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); and (v) be in compliance with all 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).

### 3. Points Offer

#### Offer Period

The Tims Credit Card Offer starts on the Effective Date set out above and shall automatically renew every three (3) month period following the Effective Date (each such three (3) 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 Tims Credit Card Offer shall terminate on the last date of the then current Renewal Offer Period (the “**Offer Period**”).

#### Eligible Transactions

During the Offer Period, if you: (i) are eligible to participate in the Tims Credit Card Offer, and (ii) you complete, at a business where Mastercard is accepted, a purchase transaction using your Eligible Tims Financial Product that is not an Excluded Transaction (defined below), you will be credited with having completed a Tims Credit Card Offer eligible transaction (an “**Eligible Transaction**”).

For certainty, only the following Tims Financial Products (each, an “**Eligible Tims Financial Product**”) are eligible to complete an Eligible Transaction: (i) a Tims Credit Card (as such term is defined within the Tims Financial Terms), including the Tims Mastercard (a “**Tims Mastercard**”) and the Secured Tims Mastercard (a “**Secured Tims Mastercard**”); and/or (ii) any other Tims Financial Product that may be designated as an eligible Tims Financial Product in connection with this Tims Credit Card Offer from time to time (determined at TDL’s sole and absolute discretion).

Certain transactions do not qualify in the Tims Credit Card Offer (each, an “**Excluded Transaction**”) and for certainty, do not qualify as (or as part of, as applicable) an Eligible Transaction. Excluded Transactions are described within **Schedule A** of these Tims Mastercard Offer Terms below.

Without limiting any of the foregoing, if you return an Eligible Transaction and a refund is applied to your Eligible Tims Financial Product, your Tims Rewards Account balance will be reduced by the number of Offer Points earned for that Eligible Transaction (determined at TDL’s sole and absolute discretion) and, as applicable, your Tims Rewards Account Points balance may become negative.

#### Offer Point(s)

Upon completing an Eligible Transaction in accordance with these Tims Mastercard Offer Terms (as determined by TDL, in its sole and absolute discretion), you will be eligible to receive one (1) or more Offer Point(s) (as such term is defined within the Tims Rewards Terms) in your Tims Rewards Account. Such Offer Point(s), upon receipt in your Tims Rewards Account, shall be subject to all terms and conditions applicable to Points (as such term is defined within the Tims Rewards Terms) set out within the Tims Rewards Terms, including without limitation, the procedures applicable to redeeming Points in accordance with the applicable redemption levels, redemption transaction requirements and the Redemption Value Cap (as defined within the Tims Rewards Terms).

The number of Offer Point(s) that you will be eligible to receive in connection with completing an Eligible Transaction will be based on: (i) the Eligible Transaction’s applicable Transaction Category (defined below); (ii) the type of Eligible Tims Financial Product used to complete the Eligible Transaction; and (ii)

the calculation of eligible Offer Point(s) based on the Offer Point(s) rounding rules, as set out below:

Transaction Category	Tims Financial Product	Offer Point(s)
Tim Hortons Transactions	Tims Mastercard	5 Offer Points per \$1
	Secured Tims Mastercard	2 Offer Points per \$1
Grocery Transactions	Tims Mastercard	5 Offer Points per \$1
	Secured Tims Mastercard	2 Offer Points per \$1
Fuel & Transit Transactions	Tims Mastercard	5 Offer Points per \$1
	Secured Tims Mastercard	2 Offer Points per \$1
Other Transactions	Tims Mastercard	1 Offer Point per \$2
	Secured Tims Mastercard	1 Offer Point per \$4

Offer Point(s) received in connection with an Eligible Transaction will be automatically applied to your Tims Rewards Account within approximately two (2) business days of completing the Eligible Transaction.

#### Transaction Categories

The Offer Point(s) available to be received in connection with an Eligible Transaction shall be based on: (i) the Eligible Transaction's applicable transaction category (each, a "**Transaction Category**"), and (ii) whether the Eligible Transaction exceeds your Eligible Tims Financial Product's Annual Category Cap (defined below) as set out below. Eligible Transactions that qualify as Grocery Transactions, Fuel & Transit Transactions, or Other Transactions (as each term is defined below) will be determined in accordance with the Mastercard classification of merchants and Mastercard's corresponding merchant category codes (each, a "**Merchant Category Code**"), as further set out below.

In the event that the total combined value of Tim Hortons Transactions, Grocery Transactions and Fuel & Transit Transactions (as each term is defined below) completed using an Eligible Tims Financial Product during a Year (defined below) exceeds \$20,000 CAD (the "**Annual Category Cap**"), the value of any Eligible Transaction(s) completed during such Year in excess of the Annual Category Cap will not qualify as a Tim Hortons Transaction, Grocery Transaction and/or Fuel & Transit Transaction (as each term is defined below) and will only be eligible to qualify as an Other Transaction (defined below), subject to the terms below. A "**Year**" is defined as a calendar year period starting January 1 and ending December 31 (regardless of the date that an Eligible Tims Financial Product is first activated).

The total value of a transaction paid in a currency other than Canadian dollars will be converted into Canadian dollars in accordance with the currency conversion terms set out in the applicable Cardholder or Account Agreement.

- a) **Tim Hortons:** An Eligible Transaction at a participating Tim Hortons location in Canada completed: (i) in-restaurant, (ii) via drive-through, or (iii) using the Tim Horton's Mobile App (the "**App**"), through either the App's 'mobile order and pay' function or Tims Delivery via the App, where your Tims Credit Card has been set as the preferred method of App payment (a "**Tim Hortons Transaction**").

To be eligible, a transaction completed at a participating Tim Hortons location in Canada must be identified by TDL (in its sole and absolute discretion on the basis of its official records) as a Tim Hortons Transaction. Eligible Transactions completed for Tim Hortons purchases: (a) using third party delivery or pickup services or aggregators, (b) outside of Canada, and/or (c) that exceed the Annual Category Cap, are not eligible Tim Hortons Transactions (however, such transactions are eligible as Other Transactions, defined below). Upon completing an eligible Tim Hortons Transaction, you will be eligible to receive: (i) one (1) or more Offer Point(s) in your Tims Rewards Account as set out in the table above; and (ii) if the transaction

qualifies as an Eligible Purchase Transaction (as defined in the Tims Rewards Terms), the applicable number of Points for the Eligible Purchase Transaction as set out in the Tims Rewards Terms.

- b) **Grocery:** An Eligible Transaction completed at an eligible grocery merchant in Canada (a “**Grocery Transaction**”). To be eligible, a grocery merchant must have a Merchant Category Code of 5411 (Grocery Stores, Supermarkets).

Notwithstanding the foregoing, Eligible Transactions completed: (a) at Walmart or Costco (including, without limitation, in-store and online transactions), (b) outside of Canada, and/or (c) that exceed the Annual Category Cap, do not qualify as a Grocery Transaction, regardless of the category of the product(s) or service(s) purchased (however, such transactions are eligible as Other Transactions, defined below). Upon completing an eligible Grocery Transaction, you will be eligible to receive one (1) or more Offer Point(s) in your Tims Rewards Account as set out in the table above.

- c) **Fuel & Transit:** An Eligible Transaction completed at an eligible fuel merchant, at an eligible EV charging merchant or at an eligible transit merchant in Canada (a “**Fuel & Transit Transaction**”). To be eligible, a fuel merchant must have a Merchant Category Code of 5542 (Fuel Dispenser, Automated), 5541 (Service Stations (with or without Ancillary Services)). To be eligible, an EV charging merchant must have a Merchant Category Code of 5552 (Electric Vehicle Charging). To be eligible, a transit merchant must have a Merchant Category Code of 4121 (Taxicabs and Limousines), 4111 (Transportation – Suburban and Local Commuter Passenger including Ferries), or 4789 (Transportation Services not elsewhere classified).

Notwithstanding the foregoing, Eligible Transactions completed: (a) at Costco (including, without limitation, Costco gas transactions and any other Costco in-store or online transactions), (b) outside of Canada, and/or (c) that exceed the Annual Category Cap, do not qualify as a Fuel & Transit Transaction, regardless of the category of the product(s) or service(s) purchased (however, such transactions are eligible as Other Transactions, defined below). Upon completing an eligible Fuel & Transit Transaction, you will be eligible to receive one (1) or more Offer Point(s) in your Tims Rewards Account as set out in the table above.

- d) **Other:** An Eligible Transaction completed at any merchant that does not qualify as an eligible Tim Hortons Transaction, Grocery Transaction, or Fuel & Transit Transaction (for certainty, an eligible Tim Hortons Transaction, Grocery Transaction, or Fuel & Transit Transaction shall only qualify as the applicable Transaction Category as set out above) (an “**Other Transaction**”). For greater certainty and the avoidance of any doubt, an Eligible Transaction completed at any merchant outside Canada and/or that exceeds the Annual Category Cap is an eligible Other Transaction. Upon completing an eligible Other Transaction, you will be eligible to receive one (1) or more Offer Point(s) in your Tims Rewards Account as set out in the table above.

For greater certainty and the avoidance of any doubt, an Eligible Transaction completed to purchase Tim Hortons, grocery, fuel and/or transit products or services at a merchant that does not qualify as an eligible Tim Hortons location, grocery merchant, fuel merchant and/or transit merchant (as applicable), as set out above and (as applicable) in accordance with Mastercard’s classification of merchants and corresponding Merchant Category Codes, will not qualify as a Tim Hortons Transaction, Grocery Transaction or Fuel & Transit Transaction. You may complete an Eligible Transaction to purchase Tim Hortons, grocery, fuel and/or transit products or services at a merchant that does not qualify for such Transaction Categories as set out above, but that is located on the premises of a merchant that does qualify for such Transaction Categories as set out above – in such case, your transaction would not qualify as an eligible Tim Hortons Transaction, Grocery Transaction or Fuel & Transit Transaction (however, for certainty, your transaction would be eligible as an Other Transaction). To qualify as a Tim Hortons Transaction, Grocery Transaction or Fuel & Transit Transaction, an Eligible Transaction must

be eligible as such in accordance with these Tims Mastercard Offer Terms (including, without limitation, Mastercard's classification of merchants and corresponding Merchant Category Codes and subject to the Annual Category Cap). The Released Parties (defined below) do not guarantee that any merchant, operating in whole or in part, as a grocery merchant, fuel merchant and/or transit merchant is classified as having the applicable Merchant Category Code(s) to qualify for eligible Grocery Transactions and/or Fuel & Transit Transactions. Without limiting the generality of the foregoing, the Released Parties are not responsible for and accept no liability whatsoever in relation to the classification of merchants and corresponding Merchant Category Codes. In no event will TDL, or any other Released Party, be liable or responsible for any claims with respect to the classification of merchants and corresponding Merchant Category Codes. For information regarding the list of Mastercard classification of merchants and corresponding Merchant Category Codes, please contact support@timsfinancial.ca.

### Rounding

Standard rounding applies if the value of an Eligible Transaction includes a decimal. The Eligible Transaction will be based on the amount paid and decimal rounded down to the nearest tenth if the decimal is between 0.01-0.04, or rounded up to the nearest tenth if the decimal is between 0.05-0.09. For example, if an Eligible Transaction is \$2.95, it will be rounded to \$3; if an Eligible Transaction is \$2.43, it will be rounded to \$2.4.

Based on an Eligible Transaction as set out above, the following formula and rounding rules will apply to the calculation of eligible Offer Point(s) received in connection with the Eligible Transaction: *(Number of Offer Point(s)) x (Eligible Transaction) = Offer Point(s), rounded down to the nearest whole number.*

### General

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

Without limiting any of the foregoing and for greater certainty, the ability to earn, redeem and/or otherwise use Offer Point(s) as set out herein is subject to your compliance with these Tims Mastercard Offer Terms, the Tims Rewards Terms and all applicable Additional Terms (as such term is defined within the Tims Rewards 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 Tims Credit Card Offer, you acknowledge that you have reviewed and understand: (i) the Tims Financial Privacy Policy ([https://timsfinancial.ca/public/pdf/Tim\\_Hortons\\_Financial\\_Services-Privacy\\_Policy.pdf](https://timsfinancial.ca/public/pdf/Tim_Hortons_Financial_Services-Privacy_Policy.pdf)); 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 Tims Credit Card 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 Tims Credit Card Offer, in whole or in part, with or without prior notice.

TDL and all other Released Parties (defined below) are not responsible for any error in copy or images relating to this Tims Credit Card 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 Tims Mastercard 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 Tims Mastercard Offer Terms, will survive expiration or termination of these Tims Mastercard Offer Terms for any reason. TDL also reserves the right to seek all remedies available at law and in equity for violations of these Tims Mastercard Offer Terms.

## **6. Governing Law, Arbitration, and Class Action Waiver**

THIS SECTION DOES NOT APPLY TO RESIDENTS OF THE PROVINCE OF QUEBEC. The following terms apply to all legal disputes between you and TDL. These Tims Mastercard Offer Terms are governed by the laws of Canada and the Province of Ontario, without giving effect to their principles of conflicts of law. Except where prohibited by applicable law, by participating in the Tims Credit Card Offer, you waive any claims that may arise under the laws of other states, provinces, countries, territories, or jurisdictions.

Except where prohibited by applicable law, by participating in the Tims Credit Card Offer (and Tims Rewards, Tims Financial Services and any other services connected therewith), you agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Tims Credit Card Offer shall be resolved individually, without resort to any form of class or representative action and exclusively by arbitration, as set out below; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event legal fees; and (c) under no circumstances will you be permitted to seek recovery for, and you hereby waive any and all rights to claim or seek recovery of punitive, incidental and/or consequential damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased.

Except where prohibited by applicable law, by participating in the Tims Credit Card Offer (and Tims Rewards, Tims Financial Services and any other services connected therewith), you agree that any and all disputes, claims, and causes of action arising out of or connected with the Tims Credit Card Offer shall be referred to and finally resolved by binding arbitration. The arbitration shall be commenced and conducted before the Canadian Arbitration Association, pursuant to the general Canadian Arbitration Association Rules for Arbitration. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario). Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## **7. Disclaimer of Warranties**

THE LAWS OF SOME JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF REPRESENTATIONS, WARRANTIES OR CONDITIONS, SO SOME OF THE BELOW EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASE, EXCLUSIONS WILL APPLY TO THE GREATEST EXTENT CONSISTENT WITH APPLICABLE LAW. YOUR PARTICIPATION IN THE TIMS CREDIT CARD OFFER (AND TIMS REWARDS, TIMS FINANCIAL SERVICES AND ANY OTHER SERVICES CONNECTED THEREWITH) IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE TIMS CREDIT CARD OFFER, (NOR TIMS REWARDS, TIMS FINANCIAL SERVICES OR ANY OTHER SERVICES CONNECTED THEREWITH), INCLUDING, WITHOUT LIMITATION, THE

OPERATION OF TIMS REWARDS, TIMS FINANCIAL SERVICES AND ANY SERVICES CONNECTED THEREWITH, TDL'S SERVICES OR THE INFORMATION, MATERIALS, GOODS, OR SERVICES APPEARING OR OFFERED ON SUCH SERVICES OR WITH RESPECT TO ANY WEBSITES OR SERVICES LINKED FROM SUCH SERVICES. THE TIMS CREDIT CARD OFFER (AND TIMS REWARDS, TIMS FINANCIAL SERVICES AND ANY OTHER SERVICES CONNECTED THEREWITH) IS PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS, AND NO ENCUMBRANCES; (II) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON OR ENTITY; (III) WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (IV) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE IN CONNECTION WITH THE TIMS CREDIT CARD OFFER AND/OR ON TIMS FINANCIAL SERVICES, TIMS REWARDS, TDL'S SERVICES OR OTHERWISE BY TDL. FURTHER, THERE IS NO WARRANTY THAT THE TIMS CREDIT CARD OFFER WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR ENTITY OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, OR IMPLIED, THAT THE TIMS CREDIT CARD OFFER (OR TIMS REWARDS, TIMS FINANCIAL SERVICES OR ANY OTHER SERVICES CONNECTED THEREWITH), INCLUDING, WITHOUT LIMITATION, THE CONTENT, FUNCTIONS, OR MATERIALS IN CONNECTION WITH THE TIMS CREDIT CARD OFFER WILL BE TIMELY, SECURE, ACCURATE, ERROR FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED. TDL EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND LIABILITIES IN CONNECTION WITH ANY USER CONTENT OR TDL CONTENT. NO INFORMATION MADE AVAILABLE BY OR ON BEHALF OF TDL SHALL CREATE ANY WARRANTY OR CONDITION.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **8. Exclusive Remedy and Limitation of Liability**

THE LAWS OF SOME JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, LOSSES OR LIABILITY, SO SOME OF THE BELOW EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASE, EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE GREATEST EXTENT CONSISTENT WITH APPLICABLE LAW.

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL ANY OF THE RELEASED PARTIES (DEFINED BELOW) BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF THESE TIMS CREDIT CARD OFFER TERMS, OR YOUR PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE TIMS CREDIT CARD OFFER (AND TIMS REWARDS, TIMS FINANCIAL SERVICES AND ANY OTHER SERVICES CONNECTED THEREWITH), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF TDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE RELEASE PARTIES' LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. ANY CLAIM AGAINST US SHALL BE LIMITED TO THE AMOUNT YOU PAID, IF ANY, FOR YOUR PARTICIPATION IN THE TIMS CREDIT CARD OFFER.

## **9. Indemnification**

To the maximum extent permitted by applicable law, by participating in the Tims Credit Card Offer, you hereby agree to indemnify, hold harmless, and defend TDL, its financial services providers (including without limitation, Neo), Restaurant Brands International, Inc., their respective parent companies, subsidiaries, affiliates and licensors, any party involved in operating, creating, producing, or delivering this Tims Credit Card Offer, Tims Rewards, Tims Financial Services (including without limitation third party advertisers), and each of their respective officers, owners, directors, franchisees, shareholders, contractors, agents, employees, general and limited partners, successors, and assigns (collectively, the "**Released Parties**") from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses, and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your participation in the Tims Credit Card Offer (and Tims Rewards, Tims Financial Services and any other services connected therewith), (ii) your conduct in connection with the Tims Credit Card Offer (and Tims Rewards, Tims Financial Services and any other services connected therewith), (iii) your (or anyone using your Tims Financial Product and/or Tims Rewards Account) violation or breach of these Tims Mastercard Offer Terms, the Tims Rewards Terms and/or the Additional Terms as defined in the Tims Rewards Terms, and/or the Tims Financial Terms and/or the Additional Financial Services Terms as defined in the Tims Financial Terms, (iv) your failure to comply with any applicable laws or regulations in connection with the Tims Credit Card Offer (and Tims Rewards, Tims Financial Services and any other services connected therewith), (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Tims Credit Card Offer (including without limitation third party advertisers) (and Tims Rewards, Tims Financial Services and any other services connected therewith), or (vi) any of your dealings or transactions with other persons, persons or third party platforms resulting from participation in the Tims Credit Card Offer (and Tims Rewards, Tims Financial Services and any other services connected therewith). You shall not settle any such claim without the prior written consent of TDL. These obligations will survive any termination of these Tims Mastercard Offer Terms.

## **10. Integration, Severability and Waiver**

These Tims Mastercard Offer Terms and all other Tims Credit Card Offer legal notices, statements or terms and conditions posted or made available to you by TDL constitute the entire agreement between TDL and you. In the event any provision of these Tims Mastercard Offer Terms is held unenforceable, it will not affect the enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. Our failure to enforce any provisions of these Tims Mastercard Offer Terms, or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of these Tims Mastercard Offer Terms or to act with respect to similar breaches.

## **11. 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 Tims Mastercard 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 Rewards Terms and the Additional Terms as defined in the Tims Rewards Terms), or, if required by applicable law and such amendment increases your obligations or decreases TDL's obligations under these Tims Mastercard 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 Rewards Terms and the Additional Terms as defined in the Tims Rewards 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 Tims Mastercard Offer Terms and any other information relating to the Tims Credit Card Offer, or to terminate the Tims Credit Card Offer in whole or in part, at any time and without notice.

## **12. Contact Information**

Please direct any questions, complaints, or comments related to this Tims Credit Card Offer to:

The TDL Group Corp.  
130 King St. W, Suite 300  
Toronto  
ON M5X 1E1  
Canada  
Email: [support@timsfinancial.ca](mailto:support@timsfinancial.ca)

### **Schedule A – Excluded Transactions**

Cash advances; account setup, maintenance and transactional refunds; reimbursements; interest charges; reversal fees; deposits; withdrawals; transactions for products and/or services that are prohibited from earning loyalty program points, and/or at a merchant that sells such products and/or services; all as TDL may determine in its sole and absolute discretion from time to time and/or as may be prohibited by law.