

## COFFEE TIME FLIP TO WIN™ PROMOTION – OFFICIAL RULES

**PROMOTION DESCRIPTION.** The Flip to Win™ promotion at Coffee Time ® provides participants with the chance to win prizes instantly at participating Coffee Time locations. The promotion begins February 1, 2010 and is scheduled to end April 15, 2010, or while distribution supplies last. No purchase necessary. Each person who participates in the promotion fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of Coffee Time Donuts Inc. (“Sponsor”), whose decisions shall be final and binding in all respects.

**1. ELIGIBILITY.** The promotion is open only to legal residents of Ontario. There is no age limit to participate in the promotion or to redeem Coffee Time food items that are prizes in the promotion. Non-food prizes won by a person who is not of the legal age of majority (“Minor”), however, will be awarded only in the name of his or her parent or legal guardian on behalf of the Minor. Persons in any of the following categories are NOT eligible to participate or win prizes in the promotion: (a) any person who is a director, officer, employee, agent or franchise owner of Sponsor, prize suppliers, or any of their respective divisions, parent, subsidiary, or affiliated companies, franchisees, or service agencies, or independent contractors of any of the above organizations; (b) individuals engaged in the development, production or distribution of materials for the promotion; and (c) persons who are immediate family members of any person in any of the preceding categories, regardless of where they live, or who reside in the same household, whether related or not, as any person in any of the preceding categories. The transfer of promotion materials by any person in any of the preceding categories to an eligible person is strictly prohibited.

**2. HOW TO OBTAIN PROMOTION MATERIALS.** Promotion materials can be obtained as follows, while distribution supplies last:

**a. In Restaurant.** At participating Coffee Time locations, flip the rim of specially marked Medium, Large and Jumbo Hot Drink cups.

**b. Mail In.** Specially marked game cups may be obtained without a Coffee Time purchase by mailing, postage prepaid, a self-addressed stamped envelope (“SASE”) with your name, complete address, including postal code, legibly hand-printed to: Coffee Time Flip To Win Promotion, 77 Progress Avenue, Toronto, Ontario, M1P 2Y7. Participants may submit as many requests as desired, but only one request (SASE) per outer envelope mailed separately will be fulfilled. Requests sent in business reply envelopes will NOT be honored. Photocopies or mechanically reproduced requests will not be honored. One (1) game cup will be mailed in response to each mail-in request received in accordance with the foregoing instructions, while supplies last. **Mail-in requests must be received no later than April 15, 2010.**

**3. HOW TO PLAY.** To play the promotion, obtain a specially marked game cup as described in Rule 2. To reveal if the game cup is a potential winner, carefully flip the rim of the cup. If the rim reveals the description of a prize identified in these Official Rules, then the participant is the potential winner of the prize indicated, subject to verification of the game cup and the participant’s compliance with these Official Rules.

**4. HOW TO REDEEM.**

**a. Food Prizes.** Instant win Coffee Time food prizes may be redeemed at any participating Coffee Time location in Ontario. Such instant win food prizes are subject to verification upon presentation and are not valid in combination with any other offer or discount. Only one (1) Coffee Time food prize redemption per eligible person per visit. All visits to the same restaurant within a two-hour period are deemed to constitute a single visit for purposes of this promotion. Instant win food prizes must be presented for redemption before the food order is placed. Participating Coffee Time restaurants reserve the right to substitute a menu item of equal or greater value for the food prizes specified.

**b. Non-Food Prizes.** Potential winners must contact 1-888-283-1495. A winner release form will be mailed if not provided in store. Please return signed winner release form along with the winning game cup to Coffee Time Flip To Win Promotion, 77 Progress Avenue, Toronto, Ontario, M1P 2Y7 for verification. Participants should not show or give any potential winning cup to any Coffee Time employee.

**c. All Prizes.** A participant is not a winner of any prize until the winning cup and the participant’s compliance with these Official Rules have been verified (a) by Sponsor for non-food prizes; and (b) at a participating Coffee Time location for Coffee Time food prizes. If any potential winner declines a prize or is found to be ineligible, or if he/she fails to comply with these Official Rules, such potential winner will be disqualified and will forfeit the prize he or she otherwise might have received.

**5. REDEMPTION DEADLINES.**

**a. Food Prizes** All food prizes must be redeemed at a participating Coffee Time location on or before May 15, 2010.

**b. Non-Food Prizes.** All winning cups must be received for verification and redemption on or before May 15, 2010.

**c. All Prizes.** All claims received after the redemption deadlines are VOID and will be ineligible for prizes.

**6. PRIZE DETAILS.**

All stated values of prizes are the approximate retail value (“ARV”). Stated odds of winning are as of the commencement of the promotion. Approximately 320,000 winning cups will be distributed. Overall odds of winning a prize are approx. 1 in 13. 4,084,000 cups in total for this contest have been produced. 2,163,048 medium, 1,553,843 large, 371,459 jumbo.

**a. Food Prizes:**

- Free Donut (ARV \$0.90). 40,000 prizes are available to be won. Overall odds of winning are approximately 1 in 103.
- Free Cookie (ARV \$0.89). 40,000 prizes are available to be won. Overall odds of winning are approximately 1 in 103.
- Free Medium Coffee (ARV \$1.22). 79,630 prizes are available to be won. Overall Odds of winning are approximately 1 in 52.
- Free Medium Hot Chocolate (ARV \$1.22). 79,630 prizes are available to be won. Overall odds of winning are approximately 1 in 52.
- Free Medium Tea (ARV \$1.12). 79,630 prizes are available to be won. Overall odds of winning are approximately 1 in 52.

**b. Non-Food Prizes:**

- Trip For Two To Riviera Maya, Mexico (ARV \$1,400.00). 15 prizes are available to be won. Overall odds of winning are approx. 1 in 272,267.
- \$1000 Cash. 15 prizes are available to be won. Overall odds of winning are approx. 1 in 272,267.
- Thrifty.com Three-Day Weekend Rental Certificates (ARV \$400.00). 15 prizes are available to be won. Overall odds of winning are approx. 1 in 272,267.
- Hakim Optical \$100 Gift Certificates. 50 Gift Certificates are available to be won. Overall odds of winning are approx. 1 in 81,680.
- Nintendo Wii Consoles (ARV \$389.00). 15 prizes are available to be won. Overall odds of winning are approx. 1 in 272,267.
- Rainbow Cinema Movie Passes For Two (ARV \$17.00). 1000 prizes are available to be won. Overall odds of winning are approx. 1 in 4,084.

**7. PRIZE RESTRICTIONS.**

**a. Restrictions Applicable to All Prizes.** Non-food prizes won by a Minor will be awarded only in the name of such Minor’s parent or legal guardian on behalf of the Minor. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and any other materials, are for illustrative purposes only. Actual prize(s) may vary from the prize(s) pictured. All details and other restrictions of prizes will be provided to the applicable prize winner upon award of the prize. Prizes will be awarded only if a participant fully complies with these Official Rules. Prizes must be accepted as awarded. No refunds, cash alternative or substitution of any prize will be provided, except Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or greater value if any prize cannot be awarded as described due to unavailability for any reason. All taxes (including, without limitation, federal and provincial taxes) on or connected with any prize are the sole and exclusive responsibility of respective winners, unless expressly stated otherwise.

**b. Trip For Two To Riviera Maya, Mexico. (ARV: \$1,400)**

Each prize consists of a one-week all-inclusive vacation for 2 to Riviera Maya, Mexico and includes return economy airfare for 2 from Toronto Pearson International Airport to Cancun, airport transfers in Cancun/ Riviera Maya, 7 nights accommodation at the Blue Tulum Resort & Spa, and all meals and beverages. All other expenses not specifically listed above are not included in the prize and are the sole responsibility of the Winner and his/her travelling companion, including but not limited to the following: taxes, travel fees, medical, accident, and luggage insurance, gratuities, transportation to and from Winner’s home to Toronto Pearson International Airport, and any items of a personal nature. Winner and his/her travelling companion are responsible for obtaining all necessary travel documentation prior to ticketing, including valid Canadian passports. If a Minor wins a Trip Prize, he or she must be accompanied on the trip by his or her parent or legal guardian. An adult Winner’s travelling companion must have attained the age of majority, or if the companion is a Minor, the Winner must be such Minor’s parent or legal guardian. Travelling companions will also be required to sign a standard declaration and release. Travel must be taken Feb 01, 2010 to December 15, 2010. Requested travel dates are subject to availability and black out dates may apply. Winner and his/her travelling companion must travel together from the same departure point on the same itinerary. Choice of room category is at the sole discretion of the local hotel. Total Vacations reserves the right to substitute other destinations in Mexico. All tour operator terms and conditions will apply. Other promotions cannot be combined with the prize. Reservations must be made with Total Vacations at least thirty days in advance. All taxes and service fees must be paid at time of booking. Once travel arrangements have been confirmed with the Winner, no changes will be permitted except in accordance with the tour operator’s terms and conditions as published by tour operator. No transfers or upgrades permitted. All travel is at traveller’s risk.

**c. \$1,000 Cash.** Prize consists of one payment of \$1,000 by cheque.

**d. Thrifty.com Three-Day Weekend Rental Certificates. (ARV \$400)**

Prizes available to be won consist of 15 (3-day) weekend car rental certificates. Each certificate is valid for a 3-day weekend rental of a compact to full-size vehicle at a participating Thrifty location, subject to availability. Renter must meet all standard Thrifty rental and credit qualifications, valid credit card must be in the same name as on the valid driver’s license. Minimum 21 years of age required. Includes unlimited kilometers, LDW (\$0.00 deductible), optional coverage, ALL fees and related taxes. Refueling charges are extra. Car must be returned to renting location. Redemption is subject to availability and vehicle class may be substituted. Weekend rental period begins Thursday noon, and car must be returned by Sunday 11:59 p.m. or charges will apply. Certificate is non-transferable and expires April 30, 2011. Certificate valid in Canada only. To reserve the vehicle, call 1-800-THRIFTY® a minimum of 2 days prior to pick-up date. You must present a valid certificate to the Thrifty representative at the time of the actual rental. Certificate has no cash value and must be accepted as awarded, no substitutions will be permitted. All applicable taxes on certificate prize are the sole responsibility of the winners.

**e. Hakim Optical \$100 Gift Certificates.**

Gift Certificates have no cash value. Only one certificate can be redeemed per customer.

**f. Nintendo Wii Consoles. (ARV \$389.00)**

Wii game system with Wii Play extra remote and two more games.

**g. Rainbow Cinema Movie Passes For Two. (ARV \$17)**

Each winner will receive movie passes for two. Tickets are accepted to any movie playing at any Rainbow cinema or Magic Lantern Theatre in Canada. Tickets are not redeemable for cash. Tickets are only valid until April 30, 2011. For cinema locations, movies and show times check [www.rainbowcinemas.ca](http://www.rainbowcinemas.ca).

**8. MISCELLANEOUS.**

**a. General Rules Governing Participants and Winners.** Winners will be required, as a condition of winning and redeeming a prize, to correctly answer, unaided, an arithmetical skill-testing question, and to sign a declaration of eligibility and liability release, and a publicity release. Failure to do so will result in disqualification and forfeiture of the stated prize. If a prize winner or guest makes any false statement in any document referenced above, the winner will be required to promptly return to Sponsor upon demand his or her prize(s) or, at Sponsor's option, the cash equivalent of the prize(s) based on the ARV published in Rule 6. The submission of winning cups for verification and redemption is solely the responsibility of each participant. Participants assume all risk of loss, damage, destruction, delay and misdirection of promotion cups. Sponsor is not responsible for incomplete, illegible, misdirected, late, lost, damaged, stolen, or postage-due submissions of winning cups, which may be judged void; for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents; or for any errors of any kind, whether human, mechanical, clerical, electronic, or technical in nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Proof of mailing winning cups does not constitute proof of delivery. Winning cups submitted become the property of Sponsor and will not be returned. Once verified, an eligible winner will receive the prize indicated on his or her winning cup. By participating in the promotion and redeeming a prize, each winner hereby releases and agrees to hold Sponsor, its successors, assigns, franchisees, parents, affiliates, subsidiaries, local corporate advertising cooperatives, advertising and promotion agencies, and all of their respective directors, officers, employees, representatives, agents (collectively the "Promotion Entities") and all prize suppliers from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death and injury, due in whole or in part, directly or indirectly, to participation in the promotion or any promotion-related activity, or the receipt, use or misuse of any prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to redeem said prize and any liability and publicity which might arise from redeeming or seeking to redeem said prize. By submitting potential winning cups, each verified winner hereby agrees and grants to the Promotion Entities the right, but not the obligation, to the use of his or her name, voice, and likeness, and any statements made by or attributed to such winner in any and all media, without notice, review or approval, in perpetuity, for advertising and promotional purposes in connection with the promotion and other promotions without further compensation, and releases the Promotion Entities from any liability with respect thereto.

**b. Background Check.** If Sponsor so elects, non-food prize winners may be required to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the promotion will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the promotion, the Promotion Entities or any supplier of prizes for the promotion.

**c. Disqualification/Force Majeure.** It is the participant's responsibility to ensure that he or she has complied with the conditions contained in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the promotion; or with the intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, without prior notice and at any time, to terminate the promotion, in whole or in part, or modify, suspend or extend the promotion in any way, if it determines, in its sole discretion, that the promotion is impaired or corrupted or that fraud or technical problems or malfunctions have destroyed or severely undermined the proper play, integrity and/or feasibility of the promotion or any component thereof. Without limiting the generality of the foregoing, if, by reason of printing or other error or for any other reason, more winning cups are printed, distributed or received than the number of any type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Only the type and quantity of prizes described in these Official Rules will be awarded. Any prizes that are not claimed in accordance with these Official Rules will not be awarded. In the event that Sponsor is prevented from continuing with the promotion as contemplated herein by any event beyond its control, then Sponsor shall have the right to modify, suspend, extend or terminate the promotion.

**d. Disclaimer of Warranties.** The Promotion Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any non-food prizes furnished by third parties in connection with the promotion. Without limiting the generality of the foregoing, such prizes are provided "as is" without warranty of any kind, either express or implied, and Sponsor hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

**e. Invalidity/Headings/Modification.** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings used in these Official Rules are solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. In particular, Coffee Time restaurant employees or managers are not authorized to modify or amend these Official Rules.

**f. Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the participant or Sponsor in connection with the promotion shall be governed by and construed in accordance with the laws of the Province of Ontario. This promotion is subject to all applicable laws.