#SUBWAYVictoryChallenge

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

#SUBWAYVictoryChallenge (the "Promotion") is sponsored by Subway Franchisee Advertising Fund Trust Ltd. ("SFAFT"), 325 Bic Drive, Milford, CT 06461 ("Sponsor"), and is administered by Prize Logic, LLC, an independent judging organization, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 ("Administrator").

1. **BRIEF PROMOTION OVERVIEW:** The Promotion consists of the following two (2) separate "Periodic Sweepstakes":

   A. The "First Periodic Sweepstakes" will start on November 5, 2013 at 11:00:00 AM Eastern Time ("ET") and end on November 6, 2013 at 11:00:00 AM ET.

   B. The "Second Periodic Sweepstakes" will start on November 7, 2013 at 11:00:00 AM ET and end on November 8, 2013 at 11:00:00 AM ET.

   Administrator's clock is the Promotion's official clock.

2. **ELIGIBILITY:** This Promotion is open only to eligible legal United States and District of Columbia residents who at the time of registration are: (i) physically located in the 50 United States or the District of Columbia, and (ii) at least thirteen (13) years of age ("Entrant"). Employees, officers, directors and agents of Sponsor, SUBWAY® restaurants, Doctor's Associates Inc. ("DAI"), Franchise World Headquarters, LLC ("FWH"), Prize Logic, LLC, 360i agency, and each of their affiliates, subsidiaries, suppliers, advertising, promotion and internet agencies (collectively, "Promotion Entities") and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. All applicable federal, state, and local laws and regulations apply. Void in Puerto Rico, all United States Territories and Possessions and overseas military installations, and where prohibited or restricted by law.

3. **HOW TO ENTER EACH PERIODIC SWEEPSTAKES:** Each Periodic Sweepstakes consists of an individual challenge (each, a "Challenge"):

   A. Challenge 1: During the First Periodic Sweepstakes, the Sponsor will post on the SUBWAY Facebook page located at www.facebook.com/SUBWAY, including a video and instructions on how to enter ("Challenge 1 Post"). Entrants must visit www.facebook.com, log on to his/her Facebook account (or create an account if he/she does not already have an account), and post a comment on the Challenge 1 Post indicating how many chilies were pictured in the video. The Entrant's comment must include the hashtag "#SUBWAYVictoryChallenge" in order to receive one (1) entry into the First Periodic Sweepstakes. Indicating the correct number of chilies pictured in the video correctly or incorrectly will not affect an entrant's chances of winning a prize. Entrant specifically agrees to release Facebook from any and all liability associated with this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Use of Facebook will be subject to that service provider's

privacy policy and terms of use. The Facebook privacy policy is available at: https://www.facebook.com/about/privacy.

B. Challenge 2: During the Second Periodic Sweepstakes, entrants must visit a participating SUBWAY restaurant and Tweet a picture of themselves with a *The Hunger Games: Catching Fire* standee and the hashtag "#SUBtractHunger" in order to receive one (1) entry into the Second Periodic Sweepstakes.

i. Alternate Method of Entry: During the Second Periodic Sweepstakes, to enter Challenge 2 without visiting a SUBWAY restaurant, Entrants must compose a new Tweet including the name of his/her favorite *The Hunger Games: Catching Fire* character and the hashtag "#SUBtractHunger", in order to receive one (1) entry into the Second Periodic Sweepstakes.

NOTE: An Entrant must have a non-private Twitter account to enter the Promotion and must be a follower of @SUBWAY for at least thirty (30) days after November 11, 2013, for Winner notification purposes to be eligible to win/claim a Prize as set forth in Section 5. If an Entrant does not have a non-private Twitter account, he/she may create one at no cost at www.twitter.com. Due to the way Twitter operates its service, Sponsor may not receive entries from Twitter users with "protected" updates (*i.e.*, Entrant has set his or her account so that only people the Entrant has approved can view his or her updates). If an Entrant tweets via Short Message Service from his or her wireless phone, the Entrant's wireless-service provider may charge the Entrant for each text message sent and received. Entrants should consult their wireless-service provider regarding its pricing plans. Message and data rates may apply for each text message sent and received. This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter.

All entries submitted during the Promotion are subject to all of the provisions of these Official Rules, including but not limited to, the Entry Guidelines and Requirements set forth in Section 7. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entry that does not comply with the above terms or Entry Guidelines and Requirements set forth herein. All entries are subject to verification of compliance with these Official Rules as determined by Sponsor and/or Administrator.

By submitting an entry, Entrant hereby grants permission for the entry, including the Entrant's Twitter handle, to be posted on the Sponsor's website or other website for public view. Except as otherwise set forth herein, entries must not in any way contain any logos, brand names or trademarks other than Sponsor's. As noted above, photographs can only contain an image of a *The Hunger Games: Catching Fire* standee. Entries may not contain any offensive or vulgar language nor depict any pornographic or illegal act. Any entries containing such language or any other inappropriate content, as determined by Sponsor in its sole and absolute discretion, will be considered ineligible and will not be part of the Promotion. By submitting an entry, each Entrant agrees that his or her entry complies with these Official Rules. Each Entrant also agrees that Sponsor may disqualify the Entrant from the Promotion if Sponsor believes, in its sole and absolute discretion that an entry fails to comply with these Official Rules. If Sponsor rejects any entry, such entry will be disqualified and will not be considered a valid entry. Sponsor reserves the right to disqualify any Entrant and/or entry, at its sole and absolute discretion.

Entries must comply with the following guidelines to be an eligible entry: Content may not be sexually explicit or suggestive, offensive, threatening, dangerous, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; Content may not promote alcohol, underage drinking, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous or that are illegal, or any particular political agenda or message; Content may not defame, misrepresent or contain disparaging remarks about Promoters, the SUBWAY® brand, Doctor's Associates Inc. ("DAI"), Franchise World Headquarters LLC ("FWH"), or other people, products or companies; Content may not contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; Content may not contain or mention copyrighted or trademarked materials, logos or trade dress owned by others without permission; Content may not contain materials embodying the names, likeness, photographs, or other indicia identifying any person, including, but not limited to, celebrities and/or friends, living or dead, without permission; Content may not communicate messages or images inconsistent with the positive images and/or goodwill to which the Promoters wish to associate; Content may not itself be in violation of any law or otherwise; Content may not include any dangerous stunts, pyrotechnics and/or abuse of animals; Content must not defame or invade the publicity rights or the privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights; Content that includes materials that are not original to the Entrants may be disqualified at Sponsors discretion; and Sponsors reserve the right to disqualify any Submission for any reason, at its sole and absolute discretion.

LIMIT: One (1) entry per Entrant for each Periodic Sweepstakes regardless of the number of Twitter accounts or Facebook accounts held by the Entrant. An Entrant who attempts to enter a Periodic Sweepstakes more than once will be subject to disqualification from the Promotion. An Entrant must enter the Promotion during each individual Periodic Sweepstakes as entries for a prior Periodic Sweepstakes will not roll over into the next Periodic Sweepstakes. If it is discovered or suspected that a person has attempted enter or receive entries using multiple Twitter accounts, Facebook accounts or identities, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor's sole and absolute discretion.

4. **RANDOM DRAWINGS:** On or about November 7, 2013, the Administrator will randomly select twelve (12) potential winners from among all eligible entries received for the First Periodic Sweepstakes. On or about November 11, 2013, the Administrator will randomly select ten (10) potential winners from among all eligible entries received for the Second Periodic Sweepstakes. Each winner (individually, "Winner" and collectively, "Winners") is considered a potential Winner pending verification of eligibility and compliance with these Official Rules.

5. **PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE ("ARV"):**

   A. **Challenge 1 Prize (12):** Each Winner will receive a $25 SUBWAY® Card ("Challenge 1 Prize"). Each SUBWAY® Card is subject to the SUBWAY® Card Terms, located at https://www.mysubwaycard.com/ContentManager/Controller.aspx?page=English/terms/terms, Privacy Policy and Site Terms of Use, as set forth on the SUBWAY® Card website located at https://www.mysubwaycard.com, and managed by Value Pay Services, LLC ("VPS"), a third party service provider. The Winner should carefully read the SUBWAY®

Card Terms, located at https://www.mysubwaycard.com/ContentManager/Controller.aspx?page=English/terms/terms, Privacy Policy and Site Terms of Use, which constitutes the Winner's acceptance of VPS and the SUBWAY® Card's SUBWAY® Card Terms, Privacy Policy, and Site Terms of Use, located at https://www.mysubwaycard.com. Each Winner must protect the SUBWAY® Card and treat the SUBWAY® Card as he/she would any other valuable document. Each SUBWAY® Card will be voided if it is used without permission, altered or defaced. The ARV of each Challenge 1 Prize is $25. The total ARV of all Challenge 1 Prizes is $300.

B. Challenge 2 Prize (10): Each Winner will receive a signed movie poster from *The Hunger Games: Catching Fire* ("Challenge 2 Prize"). *The Hunger Games: Catching Fire* character who signs the movie poster will be selected by Sponsor in its sole and absolute discretion, subject to availability. The ARV of each Challenge 2 Prize is $300. The total ARV of all Challenge 2 Prizes is $3,000.

C. Odds of Winning: The odds of winning a Prize depend upon the number of the Entrants who enter during each Periodic Sweepstakes.

D. ARV: The ARV of all Prizes is $3,300.

All Prizes will be awarded provided there are a sufficient number of eligible Winners. Prizes that are unclaimed, unredeemed or returned as undeliverable may not be awarded. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. No more than one (1) Prize per Entrant.

6. HOW TO CLAIM A PRIZE: Potential Winners from the First Periodic Sweepstakes will be notified on or about November 8, 2013, by the Sponsor's designee, 360i agency, who will post the potential Winners' names on the Challenge 1 Post on Facebook with further instructions on how to claim the Challenge 1 Prize. The First Periodic Sweepstakes winner notifications will only be posted on the Challenge 1 Post. If a potential Winner from the First Periodic Sweepstakes does not respond to the winner notification post on Facebook within five (5) calendar days, the Challenge 1 Prize may be forfeited and awarded to an alternate potential Winner from all remaining entries received during the First Periodic Sweepstakes. Potential Winners from the Second Periodic Sweepstakes will be notified on or about November 12, 2013 respectively by the Sponsor's designee, 360i agency, who will notify each potential Winner by Direct Message on Twitter from @SUBWAY with instructions on how to proceed with claiming his/her Challenge 2 Prize, which will include providing his/her mailing address and confirming his/her age (the "Notification") via Twitter Direct Message back to Sponsor's Designee. If a potential Winner from the Second Periodic Sweepstakes does not respond to the Direct Message winner notification within five (5) calendar days, the Challenge 2 Prize may be forfeited and awarded to an alternate potential Winner from all remaining entries received during the Second Periodic Sweepstakes. Once the Challenge 1 or 2 Prize is claimed, the Challenge 1 or 2 Prize will be sent to the Challenge 1 or 2 Winner via mail within approximately 6 to 8 weeks. In the event that no response to a winner notification is received within the stated time period, or if the potential Winner does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited. If a Prize is forfeited for any reason, an alternate Winner may be selected in a random drawing from all remaining eligible entries received in the applicable

Periodic Sweepstakes. Sponsor is not responsible for any Winner's privacy or spam filter settings which may divert any Promotion message or e-mail, including any Direct Message, Facebook message or any Winner notification or Notification, that is either not received due to an entrant's privacy account setting or directed to a spam or junk folder.

The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. Each Winner is responsible for payment of all federal, state and local taxes. All other costs and expenses not expressly set forth herein shall be solely the Winner's responsibility. The Promotion Entities shall not be held responsible for any delays in awarding the Prize for any reason. Each Prize will only be awarded to a verified Winner. Acceptance of a Prize shall constitute and signify each Winner's agreement and consent that Sponsor and its designees may use the Winner's name, city, state, likeness, photo, and/or Prize information in connection with Promotion, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

7. **ENTRY GUIDELINES AND REQUIREMENTS:** Each entry:
    - Must be in English;
    - Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
    - Must have approval from any persons appearing in the entry and the Entrant must be able to provide express written consent of every such person appearing in the entry to Sponsor and/or Administrator if requested;
    - Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Promotion;
    - Must not include any personally identifiable information, such as an Entrant's full name, address or telephone number;
    - Must be the sole, exclusive and original work of the Entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by Entrant;
    - Must not contain any logos, brand names or trademarks, other than those of Sponsor;
    - Must not have been submitted previously in a promotion or contest of any kind;
    - Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
    - Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to, content that promotes, suggests, or encourages:
        i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
        ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
        iii. the taking up of arms against any person, government or entity (or otherwise challenges or seek to overthrow any government);

- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created.

NOTE: If any entry fails to comply with any of these Entry Guidelines and Requirements or any other provisions of the Official Rules, Sponsor/Administrator reserve the right to disqualify the Entrant and the entry will not be eligible to win.

8. **LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail, Direct Message or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, printing, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Promotion Entities assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by an Entrant's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail (including similar failures pertaining to Direct Message). The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the any website(s). Promotion Entities are not responsible for any injury, including death, or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting, not accepting, using or misusing a Prize. The Promotion Entities shall not be responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such Entries will be disqualified. If, for any reason, a Tweet is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Tweet into the Promotion, the Entrant's sole remedy is to submit another Tweet into the Promotion. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including without limitation the selection of Winners in a manner it deems fair and reasonable, which may include the selection of Winners from among eligible entries received prior to such cancellation, termination, modification or suspension.

In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more Winners than are stated in these Official Rules, a random drawing amongst the claimants will be held

to determine the Winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded for any Periodic Sweepstakes according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received for that Periodic Sweepstakes.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM WWW.SUBWAY.COM OR ANY OTHER WEBSITE ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By entering the Promotion, each Entrant (or if a minor, his/her parent or legal guardian) agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any Promotion Entities in connection with the Promotion; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Promotion Entities from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant's, participation or inability to participate in the Promotion, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Promotion Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Promotion, (g) human

error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Tweet (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Websites or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Promotion Entities or by an Entrant, (j) interruption or inability to access the Promotion or any other Promotion-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Promotion Entities, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) the collection, use and/or sharing of Entrant's personally identifiable information by Sponsor or its designees or (q) the negligence or willful misconduct by Entrant.

9. **GENERAL/DISPUTES:** By entering this Promotion, Entrants agree to abide by these Official Rules as stated herein and the decisions of Sponsor and/or Administrator, which are final and binding in all matters pertaining to this Promotion. Except where prohibited, by participating in the Promotion, Entrants agree that the Promotion is governed by, and will be construed in accordance with, the laws of the State of Connecticut, and the forum and venue for any dispute shall be in Bridgeport, Connecticut. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association, in accordance with its Arbitration Rules and Procedures or subsequent versions thereof ("AAA Rules"). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in the State of Connecticut. The remedy for any claim shall be limited to actual damages, and in no event shall an Entrant or any other party be entitled to recover punitive, exemplary, special, incidental, indirect and consequential damages or any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs described in this Rule #8, nor will an Entrant or any party be entitled to have damages multiplied or otherwise increased or to rescind this agreement or seek injunctive or any other equitable relief. Entrants agree that the statute of limitations for asserting any claims shall be a period of one (1) year from the end date of the Promotion Period. Entrants agree that any and all disputes, claims, and causes of actions arising out of or connected with the Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action.

   All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant, Entrant and/or Sponsor shall be governed by and construed in accordance with the laws of the State of Connecticut without reference to conflict of laws principles. If any provision or provisions of these Official Rules shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. **PRIVACY / USE OF PERSONAL INFORMATION:** The Administrator and/or Sponsor may gather Personal Information provided by Participant online. Personal Information may include, but is not limited to: name (full name or first initial and last name), maiden name,

nickname, email address, home address, home postal code, home telephone number, mobile telephone number, date of birth, Social Insurance Number and/or Identification Number, photographic images (especially of face or other identifying characteristics, or other identifying characteristics such as eye, skin, and hair color, facial features, and personal marks such as tattoos, birthmarks, moles and scars) and video or voice recording. This information is only collected when volunteered by Participant. By participating in the **#SUBWAYVictoryChallenge** located on the SUBWAY® official Twitter page located at: https://twitter.com/subway, as well as SUBWAY® official Facebook page located at: www.Facebook.com/SUBWAY, the Administrator and Sponsor, feel that Participant should know how the Administrator and/or Sponsor collects, protects, uses, and shares Participants Personal Information. The **#SUBWAYVictoryChallenge** Privacy Policy is located at: subwayvictorychallenge.prizelogic.com/privacypolicy.pdf describes, among other things, the types of Personal Information the Administrator and/or Sponsor, may collect from Participant, how Participants Personal Information may be used, when Participants Personal Information may be shared, who Participants Personal Information may be shared with, and how the Administrator and/or Sponsor, protects Participants Personal Information when Participant registers for the **#SUBWAYVictoryChallenge** online. The **#SUBWAYVictoryChallenge**, Privacy Policy also applies to any Personal Information Participant may provide to the Administrator and/or Sponsor offline, or any other instances in which the Administrator and/or Sponsor may collect Personal Information from Participant regarding the **#SUBWAYVictoryChallenge**. Upon entering the **#SUBWAYVictoryChallenge**, the Administrator and/or Sponsor may ask Participant to ***Opt-In*** *(which may require Participants* ***express consent)***, in order to receive specific information or materials, such as, a coupon, newsletter, informational materials, marketing communications, or other special promotions or offers, from SFAFT, its affiliates, the FAF Group, SUBWAY® Group, or SFAFT's third party service provider, which is located in the United States of America (USA). By participating in the Sweepstakes, Participant hereby consents to the collection, use, and disclosure of Personal Information provided by Participant to the Administrator and/or Sponsor, ***solely*** in connection with the **#SUBWAYVictoryChallenge** Official Rules. Participant further acknowledges that Participant has read, understands, and accepts, the **#SUBWAYVictoryChallenge** Privacy Policy located at: subwayvictorychallenge.prizelogic.com/privacypolicy.pdf. SFAFT urges Participant to review Administrator, Prize Logic, LLC's full privacy practices located on their website at: http://www.prizelogic.com/privacy-policy/. SFAFT hired third party service provider, 360i, solely to promote this Promotion on the SUBWAY® official Twitter page, as well as notifying the Prize Winners by sending a separate email to each Prize Winner of this Promotion. SFAFT's third party service provider, VPS manages the SUBWAY® Card website where each Prize Winner will register their SUBWAY® Card SFAFT urges Entrant to review, 360i's full privacy practices located at: 360i - http://www.360i.com/about/privacy/, and VPS's full privacy practices located at: https://www.mysubwaycard.com/ContentManager/Controller.aspx?page=English/privacy/privacy, or any other Promotional Partners listed in these Official Rules. For further information regarding SFAFT's full privacy practices, please see SFAFT's Online Privacy Statement located at: http://www.subway.com/subwayroot/PrivacyPolicy-SFB.

10. **PUBLICITY RIGHTS:** By accepting a Prize, each Winner agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide,

including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. **RELEASE:** By participating in the Promotion, each Entrant releases and agrees to indemnify and hold harmless Promotion Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Promotion, acceptance or usage of a Prize, or arising out of participation in any Promotion or Prize related activity, whether hosted by Sponsor or a third party.

12. **MISCELLANEOUS:** Participation in this Promotion constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Promotion. Winning a Prize is contingent upon fulfilling all requirements set forth herein. These Official Rules form a binding legal agreement between the Entrant and the Sponsor with respect to the Promotion. In the event of a dispute as to the identity of a Winner, the Winner will be the authorized account holder of the Twitter account used to enter the Promotion. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the case of an individually-owned domain, the owner of the domain name will be deemed the "authorized account holder." Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering or attempting to tamper with the operation of the Promotion; to be acting in violation of these Official Rules; to be acting with the intent to disrupt the normal operation of this Promotion; or to be otherwise acting in an unsportsmanlike manner. Any use of robotic, automatic, macro, programmed, third party or like methods to participate or to subvert the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All Promotional materials will not be returned. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, the terms and conditions of

these Official Rules shall prevail, govern and control and the discrepancy will be resolved, at the Sponsor's sole and absolute discretion.

13. **WINNERS LIST/RULES REQUEST:** To obtain a Winners List or a copy of these Official Rules, interested individuals should place a self-addressed, stamped business-sized envelope in an envelope and mail it to: #SUBWAYVictoryChallenge Promotion - Winners List Request (or Rules Request), c/o PrizeLogic, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests will only be accepted after November 11, 2013, and must be received by January 6, 2014.

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