

SUBWAY® & JUST DANCE® 2019 FAMILY GAME NIGHT SWEEPSTAKES

OFFICIAL RULES

MANY WILL ENTER. FEW WILL WIN. NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Subway® & Just Dance® 2019 Family Game Night Sweepstakes (“Sweepstakes”) is sponsored by Subway Franchisee Advertising Fund Trust Ltd. (“SFAPT”), 325 Sub Way, Milford, CT 06461 (“Sponsor”) and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (“Administrator”).

1. **SWEEPSTAKES TIMING:** The Sweepstakes begins at 12:00 PM Eastern Time (“ET”) on September 21, 2018 and ends at 11:59:59 PM ET on November 29, 2018 (“Sweepstakes Period”). The Sweepstakes will consist of the following ten (10) entry periods (each an “Entry Period”):

Entry Period	Start Date (at 12 AM ET except for Entry Period 1)	End Date (at 11:59:59 PM ET)	Drawing Date
1	9/21/18 at 12 PM ET	9/27/18	9/28/18
2	9/28/18	10/4/18	10/5/18
3	10/5/18	10/11/18	10/12/18
4	10/12/18	10/18/18	10/19/18
5	10/19/18	10/25/18	10/26/18
6	10/26/18	11/1/18	11/2/18
7	11/2/18	11/8/18	11/9/18
8	11/9/18	11/15/18	11/16/18
9	11/16/18	11/22/18	11/26/18
10	11/23/18	11/29/18	11/30/18

Non-winning entries will carry forward into subsequent Entry Periods. See entry limit below. The Administrator’s computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** The Sweepstakes is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees of Sponsor, Administrator, Nintendo, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Sweepstakes Entities”), and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void in Puerto Rico, all other United States Territories and Possessions and overseas military installations, and where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant’s residential address and email address

will be the physical address and email address submitted at the time of entry. Entrants will not be allowed to change their physical or email addresses.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period an entrant may visit promo.subway.com ("Website"), provide his/her date of birth and email address, and follow the instructions to register by providing all information requested on the registration form including, but not limited to, complete first and last name (no initials), street address (no P.O. boxes), city, state, ZIP Code, date of birth, and confirmation that he/she has read and agrees to be bound by these Official Rules. Upon completion and submission of the registration form, an entrant will receive one (1) entry into the Sweepstakes. After completing registration, an entrant may return each day during the Sweepstakes Period and enter his/her valid email address to receive one (1) additional entry into the Sweepstakes. See entry limit below.

IMPORTANT: If an entrant participates in the Sweepstakes using a mobile device, message and data rates may apply. Entrants should consult their wireless providers' pricing plans.

Entry Limit: Limit one (1) entry per person/email address per day during the Sweepstakes Period. A day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET, except for September 21, 2018, on which a day will start at 12:00 PM ET and end at 11:59:59 PM ET. If more than one (1) entry is received from the same person/email address on the same day during the Sweepstakes Period, only the first entry received may be considered valid. There are ten (10) Entry Periods, each one (1) week long, and entrants can enter daily. Each week ten (10) winners will be selected to receive ten (10) prizes (one [1] prize per winner). Each entry is valid for the Entry Period in which it is received and each subsequent Entry Period, unless that entrant wins. Entrants may each only win no more than once during the Sweepstakes Period, inclusive of all ten (10) Entry Periods.

4. **RANDOM DRAWINGS:** On or about each Drawing Date listed in Section 1, Administrator will select ten (10) potential winners from among all eligible entries received during the applicable Entry Period. Each winner is deemed to be a potential winner, pending verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor or Administrator, in their sole and absolute discretion.

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

- A. **Prizes (100 total; 10 per Entry Period):** The prize is one (1) copy of the Just Dance® 2019 game, one (1) Nintendo Switch™ video game system, and a \$50 Subway® Gift Card ("Prize"). Each Subway® Gift Card is subject to the Subway® Card Terms and Conditions, as set forth below. The ARV of each Prize is \$390. One hundred (100) Prizes will be available in the Sweepstakes (ten [10] per Entry Period).

Subway® Gift Cards are issued by Value Pay Services, LLC ("VPS"), a third party service provider. Use of a Subway® Gift Card is subject to and constitutes acceptance of the Subway® Gift Card Terms and Conditions which may be viewed at <https://www.subway.com>. Each winner of a Subway® Gift Card should carefully read the Subway® Gift Card Terms and Conditions. Each winner of a Subway® Gift Card should also safeguard the Subway® Gift Card as he/she would any other valuable item. Each Subway® Gift Card will be voided if it is used without permission, altered, or defaced. A Subway® Gift Card is usable up to its balance only to purchase goods or services at participating Subway® restaurants in the U.S. via online ordering through www.subway.com or the Subway® App.

B. Total ARV: The ARV of all Prizes in this Sweepstakes is \$39,000.

C. Odds of Winning: The odds of winning a Prize depend upon the number of eligible entries received into each Entry Period.

D. General: In no event will more Prizes than are stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Limit of one (1) Prize per person/household. No Prize substitution or exchange 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.

6. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by telephone or email after each Random Drawing with instructions on how to claim a Prize. Upon verification of eligibility, each Prize will be mailed to the winner at the physical address (P.O. Boxes are not permitted) provided at registration. Please allow six (6) to eight (8) weeks for Prize delivery. The Released Parties (defined below) shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, or any winner notification is returned as undeliverable, a Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of a Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes. ARVs are as of the time these Official Rules were printed and the value of a Prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of a Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely a winner's responsibility. Each Prize will only be awarded to a verified winner.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, Subway IP, Inc. ("SIP"), Franchise World Headquarters, LLC ("FWH"), Doctor's Associates Inc. ("DAI"), Subway Restaurants®, Subway® Franchisees, Independent Purchasing Cooperative, Inc., VPS, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted,

damaged, garbled, or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (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 of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) 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 a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged, or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension.

Without limiting the foregoing, everything regarding this Sweepstakes, including each Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 8. DISPUTES: THIS SWEEPSTAKES 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 JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CONNECTICUT. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN BRIDGEPORT, CONNECTICUT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

- 9. PRIVACY/USE OF PERSONAL INFORMATION:** By participating in the Sweepstakes, eligible entrant hereby consents to Sponsor's, Administrator's or authorized agents' collection, use, and disclosure of entrants' personal information for the purposes of administering the Sweepstakes and Prize fulfillment. Entrant acknowledges that he/she has read, understood, and accepted the Sponsor's Privacy Statement, which provides more information about Sponsor's privacy practices and is located at <http://www.subway.com/en-us/legal/privacystatement-fwh>.

Entrants may be offered the optional opportunity to receive coupons, newsletters, informational materials, marketing communications, or other special promotions, or other offers from Sponsor, affiliates within the Subway® Group, and/or third-party service providers. Entrants will not be contacted for marketing purposes unless they have provided their consent.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Released Parties from any liability with respect thereto. Winner may be required to sign a further release regarding the grant of these publicity rights.

- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation, except where prohibited by law.

- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, email addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, 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. Any use of robotic, automatic, macro, programmed, third party, or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNER LIST: To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Subway® & Just Dance® 2019 Family Game Night Sweepstakes Winner List Request, PO Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by January 29, 2019.

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