

SUBWAY® SXSUBWAY EATOVATIONS TWEETSTAKES

OFFICIAL RULES

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

The SUBWAY® SXSUBWAY Eatovations Tweetstakes (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").

- PROMOTION PERIOD:** The Promotion starts on March 7, 2014 at 12:00 A.M. Eastern Time ("ET") and ends on March 15, 2014 at 11:59:59 P.M. ET ("Promotion Period"). During the Promotion Period, there will be six (6) separate entry periods (each, an "Entry Period") as set forth below:

ENTRY PERIOD	START DATE (at 12:00 A.M. ET)	END DATE (at 11:59:59 P.M. ET)
1	3/7/14	3/7/14
2	3/8/14	3/8/14
3	3/9/14	3/9/14
4	3/10/14	3/11/14
5	3/12/14	3/13/14
6	3/14/14	3/15/14

The Sponsor's computer is the Sweepstakes' official clock.

- ELIGIBILITY:** This Promotion is open only to eligible legal United States and District of Columbia residents who at the time of entry are: (i) physically located in the 50 United States or the District of Columbia, and (ii) at least eighteen (18) years of age ("Entrant"). Employees, officers, directors and agents of Sponsor, 360i ("Agency"), SUBWAY® restaurants, Doctor's Associates Inc. ("DAI"), Franchise World Headquarters, LLC ("FWH"), Administrator, 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.
- HOW TO ENTER:** During the Promotion Period, an Entrant will submit a Tweet describing the Entrant's "eatovation" and include the hashtag "#SXSubway" ("Entry" or "Entries"). For purposes of this Promotion, an "eatovation" is an idea for a product that improves upon the Entrant's eating experience. Each eligible Entry will be included in the drawing for the respective Entry Period (as defined in Section 1) when the Entry was received. By submitting an Entry, Entrant hereby agrees to be bound by these Official Rules and the decisions of Sponsor regarding the administration of the Promotion.

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 March 17, 2014, 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.

LIMIT: One (1) Entry per Entrant per Entry Period. An Entrant who attempts to enter more than once per Entry Period will be subject to disqualification from the Promotion. Entries for one Entry Period will not carry forward into the next Entry Period. If it is discovered or suspected that a person has attempted to enter or receive Entries using multiple Twitter 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.

ENTRY GUIDELINES: Each Entry must meet the requirements below:

- Must be in English, except for commonly understood foreign words;
- Must contain the designated hashtag "#SXSubway";
- Must adhere to Twitter's Terms of Service, located at: <https://twitter.com/tos>;
- Must not have been submitted previously in a promotion of any kind (including this one) and must not have been exhibited or distributed previously in any media;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Promotion;
- Must not in any way mention, refer or otherwise allude to the name, logo or trademark of any entity, individual, product or brand other than those of Sponsor and its brands;
- Must be the original work of the Entrant;
- Must not include personally identifiable information;
- Must not feature any persons other than the Entrant;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- 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 (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.

NOTE: If any Entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to disqualify the Entrant.

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. If an Entry happens to contain an image of a person, then the only person in that photograph may be the Entrant. 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.

Submitting an entry constitutes Entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. This license expressly includes a right (but not the obligation) for Sponsor to modify submissions to remove any third party intellectual property. Each Entrant irrevocably waives any and all so-called moral rights he/she may have therein. Each Entrant hereby acknowledges that such Entrant does not reserve any rights in or to the Entry.

Sponsor grants Entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of entering this Promotion. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, Entrants recognize that all rights, titles and interests in Sponsor's IP shall vest exclusively to the Sponsor, and Entrant agrees that he/she has not taken and will not take any action that might harm or adversely affect such rights. No rights, titles or interests in and to the Sponsor's IP, except for the limited license granted to Entrant in these Official Rules, are transferred or created. Each Entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making a submission in this Promotion, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor. Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Sponsor is not a confidential, fiduciary or other special relationship, and that the Entrant's decision to provide the Entrant's Entry to Sponsor for purposes of the Promotion does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Entry. Each Entrant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or photos may be competitive with, similar or identical to the entry and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the

infringement or protection of the copyright in and to the entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of the Sponsor's actual or alleged exploitation or use of any entry or other material submitted in connection with the Promotion, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law. Sponsor shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof. If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Entrant agrees to sign the same upon Sponsor's request therefor.

- 4. RANDOM DRAWINGS:** On or about March 17, 2014, the Administrator will randomly select one (1) potential grand prize winner from among all eligible Entries received during each respective Entry Period. A total of six (6) potential grand prize winners will be selected in the Promotion. Each grand prize winner (individually, "Grand Prize Winner" and collectively, "Grand Prize Winners") is considered a potential Grand Prize Winner pending verification of eligibility and compliance with these Official Rules. On or about March 17, 2014, the Administrator will also randomly select forty-five (45) potential second prize winners – five (5) second prize winners from all eligible Entries received during each of Entry Periods 1-3 and ten (10) second prize winners from all eligible Entries received during each of Entry Periods 4-6. Each first prize winner (individually, "Second Prize Winner" and collectively, "Second Prize Winners") is considered a potential Second Prize Winner pending verification of eligibility and compliance with these Official Rules.

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

- A. Grand Prizes (6):** Each Grand Prize Winner will receive one (1) of the eatovation prototypes listed in the table below ("Grand Prize"). Each Grand Prize is a conceptual design only and is not meant to function for any other purpose than to be displayed.

Entry Period	Grand Prize	ARV
1	A Flatweater Sweater (this is a memorabilia item only and is not meant to be worn)	\$150
2	Tracktizza Pants (this is a memorabilia item only and is not meant to be worn)	\$150
3	FlaToe Shoes (this is a memorabilia item only and is not meant to be worn)	\$150
4	FlaGlove (this is a memorabilia item)	\$200

	only and is not meant to be worn)	
5	Flashtag Trucker Hat (this is a memorabilia item only and is not meant to be worn)	\$200
6	Flatizza FaceFeed Prototype (LCD screen – size selected by Sponsor at its sole discretion)	\$200

B. Second Prizes (45): Each Second Prize Winner will receive one (1) \$5 SUBWAY® gift card (“Second Prize”). Five (5) Second Prizes are available in each of Entry Periods 1, 2 and 3, and ten (10) Second Prizes are available in each of Entry Periods 4, 5, and 6. The ARV of each Second Prize is \$5. Each SUBWAY® Card is subject to the SUBWAY® Card 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, 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.

No more than six (6) Grand Prizes and forty-five (45) Second Prizes will be awarded in the Promotion. 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. Limit one (1) Grand Prize and one (1) Second Prize per Entrant/household.

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

D. ARV: The total ARV of all Prizes is \$1,275.

6. HOW TO CLAIM A PRIZE: Potential Winners will be notified on or about March 18, 2014 by the Sponsor’s designee, Agency, who will notify each potential Winner by Direct Message on Twitter from @SUBWAY with instructions on how to proceed with claiming his/her Prize (the “Notification”). Each potential Winner must provide the requested contact information for Prize delivery. All potential Winners will have forty-eight (48) hours to respond to the Notification and submit the requested information or the Prize may, in Sponsor’s sole and absolute discretion, be forfeited. Prizes will be delivered to the physical address provided by the potential winner after winner verification. In the event that no response to a Notification is received within such time, 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

Entry Period, time permitting. Sponsor is not responsible for any Winner's privacy or spam filter settings which may divert any Promotion message or e-mail, including any Winner notification or Notification, 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.

- 7. 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 potential winners notified than are intended prize winners as 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 Entry Period according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received for that Entry Period.

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 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 prize (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.

- 8. 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 Entrant, 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 Entrant 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 Entrant. By participating in the **SUBWAY® SXSUBWAY Eatovations Tweetstakes** located on the SUBWAY® official Twitter page at: <https://twitter.com/subway>, the Administrator and Sponsor, feel that Entrant should know how the Administrator and/or Sponsor collects, protects, uses, and shares Entrants Personal Information. The **SUBWAY® SXSUBWAY Eatovations Tweetstakes** Privacy Statement is located at: <http://sxsubway.prizelogic.com/privacypolicy>, which describes, among other things, the types of Personal Information the Administrator and/or Sponsor, may collect from Entrant, how Entrants Personal Information may be used, when Entrants Personal Information may be shared, who Entrants Personal Information may be shared with, and how the Administrator and/or Sponsor, protects Entrants Personal Information when Entrant registers for the **SUBWAY® SXSUBWAY Eatovations Tweetstakes** online. The **SUBWAY® SXSUBWAY Eatovations Tweetstakes** Privacy Statement also applies to any Personal Information Entrant 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 Entrant regarding the **SUBWAY® SXSUBWAY Eatovations Tweetstakes**. Upon entering the **SUBWAY® SXSUBWAY Eatovations Tweetstakes**, the Administrator and/or Sponsor may ask Entrant to **Opt-In** (which requires Entrants **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, Entrant hereby consents to the collection, use, and disclosure of Personal Information provided by Entrant to the Administrator and/or Sponsor, **solely** in connection with the **SUBWAY® SXSUBWAY Eatovations Tweetstakes** Official Rules. Entrant further acknowledges that Entrant has read, understands, and accepts, the **SUBWAY® SXSUBWAY Eatovations Tweetstakes** Privacy Statement located at: <http://sxsubway.prizelogic.com/privacypolicy>. SFAFT urges Entrant to review Administrator, Prize Logic, LLC's full website privacy practices and procedures located 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 Direct Message on Twitter to each Winner of this Promotion. SFAFT urges Entrant to review, 360i's full website privacy practices and procedures located at: 360i - <http://www.360i.com/about/privacy/> or any other Promotional Partners listed in these Official Rules. For further information regarding SFAFT's full privacy practices and procedures, please see SFAFT's 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/OFFICIAL RULES REQUEST: To obtain information about the Prize Winner, send a properly stamped self-addressed business sized envelope, by April 29, 2014, to Winner List – SUBWAY@SXSUBWAY Eatovations Tweetstakes, c/o: Prize Logic, LLC, P.O. Box 251328, West Bloomfield, MI 48325.

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