

**LAST REVISED: January 09, 2018**

# **SSB PRIVACY STATEMENT**

Subway Systems do Brasil Ltda.  
São Paulo, Brazil

- 1. SCOPE**
  - 1.1. EU – U.S. and the Swiss – U.S. Privacy Shield Frameworks**
- 2. KEY DEFINITIONS**
- 3. NOTICE – WHAT PERSONAL AND NON-PERSONAL INFORMATION DO WE COLLECT?**
  - 3.1. Consumers**
  - 3.2. Prospective Employees**
  - 3.3. Franchisees, Prospective Franchisees and Development Agents**
- 4. NOTICE – WHAT DO WE DO WITH THE PERSONAL AND NON-PERSONAL INFORMATION WE COLLECT?**
- 5. CHOICE**
  - 5.1. Compliance with the Digital Advertising Alliance and “Do Not Track”**
  - 5.2. Mobile Collection**
  - 5.3. Consent to Mobile and Electronic Communication**
  - 5.4. Where We Store Your Personal and Non-Personal Information**
- 6. ACCESS**
- 7. DATA INTEGRITY – INFORMATION PURPOSE LIMITATION**
- 8. ONWARD SHARING**
- 9. SECURITY**
- 10. REDRESS / COMPLIANCE AND ACCOUNTABILITY**
- 11. OTHER RIGHTS AND INFORMATION**
  - 11.1. Information Regarding Children**
  - 11.2. Links to Third-Party Websites**
  - 11.3. Languages**
  - 11.4. Changes to the Privacy Statement**
  - 11.5. Other Relevant Policies**

## **1. SCOPE**

Your privacy is very important to Systems do Brasil Ltda., (“SSB”, “we” or “us”). SSB is the franchisor of the SUBWAY® system for Brazil. This Privacy Statement discloses how SSB collects, protects, uses and shares Personal and Non-Personal Information gathered about you whether in writing, verbally, electronically, or while you interact with either the website located at [www.subway.com](http://www.subway.com), (together with any and all future websites operated by or on behalf of SSB, the “Websites”) or the Subway mobile application (the, “Subway® App”). (Together, the Websites and the Subway® App are referred to herein as the “Sites”). SSB’s privacy practices are consistent with all applicable country, national, state, and local Data Protection and Security Laws.

To carry out its functions, SSB shares Personal and Non-Personal Information with the following Subway® affiliated entities:

- (1) Franchise World Headquarters, LLC (“FWH”) provides core business related services to SUBWAY® franchising entities, as well as, other affiliated entities to support the SUBWAY® brand.
- (2) Subway IP, Inc. (“SIP”), the owner of a proprietary system for establishing and operating restaurants featuring sandwiches, pizza and salads under our trade name and service mark Subway® (the “System”) in order to develop SUBWAY® restaurants worldwide.
- (3) FWH Technologies, LLC (“FWHT”), the owner and licensor of the SubwayPOS™ software, which has been approved for use in SUBWAY® restaurants worldwide.
- (4) The Subway® franchisors: Doctor’s Associates Inc. (“DAI”); Subway International B.V. (“SIBV”); Subway Systems Australia Pty Ltd (“SSA”); Subway Franchise Systems of Canada, Ltd. (“SFSC”); Subway Partners Colombia C.V. (“SPCCV”); Subway Systems do Brasil Ltda. (“SSB”); Sandwich and Salad Franchises of South Africa Pty Ltd. (“SSFSA”); Subway Systems India Private Limited (“SSIPL”); and Subway Restaurant Management (Shanghai) Co. Ltd. (“SRMS”).
- (5) The Subway® advertising affiliates: Subway Franchisee Advertising Fund Trust, Ltd. (“SFAFT”); Subway Franchisee Advertising Fund Trust, B.V. (“SFAFT BV”); Subway Franchisee Advertising Fund of Australia Pty. Ltd. (“SFAFA”); Subway Franchisee Canadian Advertising Trust (“SFCAT”); Subway Systems do Brasil Ltda. (“SSB”); Subway Partners Colombia C.V. (“SPCCV”); Subway International B.V. (“SIBV”) (Taiwan Branch); and Sandwich and Salad Franchises of South Africa Pty Ltd. (“SSFSA”), administers national and local advertising funds and activity for Subway® restaurants and Subway® franchisees worldwide.
- (6) Subway® Loyalty Affiliate.

All of the above affiliated entities are collectively referred to herein as the “Subway® Group”. To carry out its functions, the affiliated entities within the SUBWAY® Group will share Personal and Non-Personal Information amongst themselves.

Although the Sites may be available for viewing or downloading worldwide, they are only intended for users in the United States. SSB or its affiliated entities (collectively, the Subway® Group) maintain websites and mobile applications that are intended for users in other countries around the world, and those websites and applications are governed by other privacy statements. To view the privacy statement applicable to your country, please go to:

<http://www.subway.com/subwayroot/exploreourworld.aspx>. At the top of the page, please click on **CHANGE**, which brings you the **EXPLORE OUR WORLD** page. To choose your country click on the country name, then go to the very bottom of the country’s home page and click the **PRIVACY STATEMENT** link.

Subway® restaurants are independently owned and operated by Subway® franchisees. This Privacy Statement also does not govern the privacy practices and procedures of those franchisees, including any email or other marketing campaigns those franchisees may conduct, nor of any Subway® Development Agent (“DA”). Nor does this Privacy Statement apply to information collected by the Subway® Group through channels other than the Sites.

### 1.1. EU – U.S. and the Swiss – U.S. Privacy Shield Frameworks

FWH on its own behalf and on behalf of the U.S. members of the Subway® Group commits to comply with the EU-U.S. Privacy Shield Framework and the Swiss – U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce (“DoC”) and the Federal Trade Commission (“FTC”) regarding the collection, use, and retention of Personal Information transferred from the European Union (“EU”) and Switzerland to the United States, respectively. FWH has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Statement and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

FWH on its own behalf and on behalf of the U.S. members of the Subway® Group commits to cooperate with EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information

Commissioner (FDPIIC) and comply with the advice given by such authorities with regard to human resources and non-human resources data transferred from the EU and Switzerland.

## 2. Key Definitions

For purposes of this Privacy Statement, the following definitions apply:

- **Personal Information** is any information or set of information about an identified or identifiable natural person, including, but not limited to: (a) first name or initial and last name; (b) home or other physical address; (c) telephone number; (d) email address or online identifier associated with the person; (e) Social Security number or other similar identifier; (f) employment, financial or health information; (g) behavioral or demographic attributes, when tied to personal identifiers or (h) any other information relating to a person that is combined with any of the above.
- **Non-Personal Information may be** anonymized, and/or aggregated information and any other information which does not reveal a person's specific identity or does not directly relate to an individual as determined by applicable laws. Non-Personal Information may include, but is not limited to: cookies, web beacons, Internet Protocol (IP) address and information derived from your IP address, information contained in HTTP Headers other internet transfer protocol signals, browser or device type and version, operating system, and information about or from the presence or use of "apps" on your mobile devices, screen resolution, behavioral data about your usage of the Sites and preferred language.
- **Privacy Shield Principles** collectively means the seven (7) privacy principles as described in the Privacy Shield: (1) notice, (2) choice, (3) accountability for onward transfer, (4) security, (5) data integrity and purpose limitation, (6) access, and (7) recourse, enforcement and liability, as well as the supplemental privacy principles and the associated guidance set forth in those certain "Frequently Asked Questions" as agreed by DoC and the European Commission.
- **Process or Processing** of Personal and Non-Personal Information means any operation or set of operations which is performed upon Personal and Non-Personal Information, whether or not by automated means, such as such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.
- **Sensitive Data or Sensitive Personal Information** is a subset of Personal Information that may include, but is not limited to, an individual's racial or ethnic origins; political opinions; religious or philosophical beliefs; trade union membership; physical or mental health or disabilities; sex life, sexual orientation; biometric data where Processed to uniquely identify a person; or criminal (or alleged criminal) activities, proceedings or convictions.
- **Service Providers** we use contracted Service Providers to provide you with many of the services, functions and aspects of the Sites such as: credit / debit card and payment processors, market research companies, email and text messaging providers, digital adverting companies for interest-based and online-behavioral advertising, loyalty and rewards providers, data management, onboarding and appends providers as well as, IT and web support providers.
- **Affiliates** are persons or entities directly or indirectly controlling, controlled by, or under common control by service contract or otherwise, or in the same corporate family as, the Subway® Group.

## 3. NOTICE – WHAT PERSONAL AND NON-PERSONAL INFORMATION DO WE COLLECT?

The types of Personal and Non-Personal Information we may collect (directly from you or from third party-sources) and our privacy practices depend on the nature of the relationship you have with SSB and the requirements of applicable law. We endeavor to collect Personal and Non-Personal Information only to the extent relevant to provide you with the products, services, or information you have requested or to

improve the functionality of your experience using our Sites in accordance with this Privacy Statement. Below are the legal bases and some of the ways we collect information and how we use it.

### **3.1. Consumers**

SSB collects consumer Personal and Non-Personal Information in a number of ways. In each case, we collect only the Personal Information that you voluntarily provide us and do not collect any other Personal Information you do not voluntarily provide.

#### **3.1.1.1. Personal Information You Voluntarily Provide Us**

You may choose to communicate with us and provide Personal Information such as your name, postal and email address, telephone and/or mobile number, date of birth, anniversary date, payment and transaction information, usernames, passwords, and other contact information when you:

- Create a Subway® account (Please note that when you create a Subway® account on our Website or enroll in the Subway® App, you will be automatically enrolled in the Subway® loyalty program);
- Register for a Subway® Loyalty Card or Subway® Gift Card (collectively the "Subway® Card") **YOU MUST BE thirteen (13) YEARS OLD OR OLDER TO REGISTER A SUBWAY® CARD;**
- Place a Subway® restaurant order through the Sites;
- Sign up for subscription services, email, text / SMS services or news and offers;
- Participate in various contests, promotions, competitions or sweepstakes (collectively, "Promotions");
- Subway® Surveys;
- Provide surveys responses;
- Log into a Wi-fi service or similar technology provided in a Subway® restaurant;
- Contact us by telephone, email, or postal mail with a question, suggestion or concern.

SSB will not collect customer Personal Information, unless the customer contacts SSB directly. In order to adequately address a customer's concerns, your Personal Information may be shared with the appropriate SSB affiliates, such as, but not limited to: the Subway® Group, Subway® Development Agents ("DA") for your geographical area, and/or relevant Subway® franchisees, as well as, third-party service providers.

#### **3.1.1.2. Non-Personal Information Collected Automatically**

We collect Non-Personal Information automatically through the various Sites. However, if we combine your Personal Information with your Non-Personal Information, (e.g., deriving geographical location from your IP address and combining behavioral data about your usage of the Sites with your name) we will treat the combined information as Personal Information.

Subway and its online advertising and marketing partners may employ various technologies to collect information including:

#### **3.1.1.3. Cookies**

Like many other websites, we use data collection devices such as "cookies" on certain web pages to help analyze our web page flow and measure promotional effectiveness. A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. A cookie will typically contain the name of the domain from which the cookie has come, the 'lifetime' of the cookie, and a value, usually a randomly generated unique number. This helps us to provide you with a good

experience when you browse our website and also allows us to improve our website and services.

A few important things you should know about cookies:

- SSB offers certain features that are available only through the use of cookies.
- SSB uses cookies to better your website experience.
- SSB uses cookies to help identify you and maintain your signed-in status.
- Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session.
- You may encounter cookies from third parties on certain pages of the websites that SSB **does not** control. (For example, if you view a web page created by another user, there may be a cookie placed by that web page.)
- Cookies are also used on mobile devices to run the Subway® App.

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of the Sites if cookies are disabled.

If you use Sites that employ Flash Player, a small Flash Cookie may be used. The purpose of using these cookies is to store your flash player preferences and to enhance your browsing experience. Flash cookies are stored on your computer in a similar way that standard cookies are stored on your computer, except they are stored in a different location. For that reason, it is not possible to block or manage Flash Cookies directly from your browser.

For additional information, and in order to manage or delete Flash Cookies, please visit Adobe's website by clicking here: <https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html>.

#### **3.1.1.4. Web Beacons**

SSB uses web beacons, also called "web bugs," "pixel tags" or "clear GIFs, to help manage SSB's online advertising and Promotions.

Used in combination with cookies, a web beacon is an often-transparent graphic image, usually no larger than 1 pixel x 1 pixel, which is placed on a website or in an email, which is used to monitor the behavior of the user visiting the website or sending the email. When the HTML code for the web beacon points to a website to retrieve the image, at the same time it can pass along information such as the IP address of the computer that retrieved the image, the time the web beacon was viewed and for how long, the type of browser that retrieved the image and previously set cookie values.

Web beacons are typically used by a third-party to monitor the activity of a website. A web beacon can be detected by viewing the source code of a web page and looking for any IMG tags that load from a different server than the rest of the website. Turning off the browser's cookies will prevent web beacons from tracking the user's activity. The web beacon will still account for an anonymous visit, but the user's unique information will not be recorded.

SSB uses its web beacons to track which advertisements and Promotions bring users to SSB's website. This information does not include your name, address, telephone number or email address.

#### **3.1.1.5. Cross-Device Tracking**

Subway® participates in the Adobe Marketing Cloud Device Co-op, which helps companies build websites, applications and advertisements that seamlessly flow between all your devices (devices

could include a desktop, laptop, tablet, phone or smart watch). The Device Co-op recognizes which of your devices are linked – used by the same person— through use of technology that includes cookies and your IP address (without collecting your personal information). Visit the [Adobe website](#) for more information on cross-device tracking and/or to unlink your devices.

#### **3.1.1.6. Internet Protocol (“IP”) Addresses and Log Files**

An IP address is associated with your computer or mobile device's connection to the internet. SSB may use your IP address to help diagnose problems with SSB's server, to administer the Sites and to maintain contact with you as you navigate through the Sites. Your computer's IP address also may be used to provide you with information based upon your navigation through the Sites.

Similarly, log file information is automatically reported by your mobile or other access device each time you access the Subway® App. When you register a Subway® account, the Subway® App may automatically record certain information whenever you use the Subway® App. The log files may include information such as your user request, IP address, browser type, and the number of times you access the Subway® App and other such information.

#### **3.1.1.7. Geolocation Information**

Our Sites and in-restaurant technology may collect information about the exact location of your mobile device or computer using geolocation and technology such as GPS, Wi-Fi, Bluetooth, or cell tower proximity. To assist us in providing proximity based marketing and other location based services we utilize our Service Provider Google's Maps API per Google's [Terms of Service](#) which you consent to. For most mobile devices and computer systems, you are able to withdraw your permission for us to collect this information by using your browser or device settings. To withdraw your Google Maps API permission setting please follow the procedures in Google's [Terms of Service](#). If you have any questions about how to prevent us from collecting exact information about your location, we recommend you contact your mobile-device provider, the device manufacturer, or your web-browser provider. Some online services and in-restaurant technology may not work properly without information about your location. If you would like us to delete information we have collected which could identify your location, please contact our Privacy Officer using one of the methods set out in Section 10 of this Privacy Statement. By law, we may need to keep certain information.

#### **3.1.1.8. Anonymous and Aggregated Information**

Anonymized and aggregated information is used for a variety of functions, including the measurement of visitors' interest in and use of various portions or features of the Sites. Anonymized or aggregated information is not Personal Information, and SSB may use such information in a number of ways, including internal analysis, data analytics and research. We also may share anonymized or aggregated information with third parties for our or their purposes, but none of this information will allow anyone to identify you or to determine anything else personal about you.

#### **3.1.1.9. Forward-To-A-Friend and Refer-A-Friend, Social Media Activities**

SSB also maintains a robust social media presence and activities with certain features on our Sites that allow our consumers to forward Subway® branded webpages and promotion to a friend. When using a referral feature that allows you to inform a friend about a Subway® branded web page or promotion we may use any email address provided when using this referral feature to send both an initial email and a subsequent email to recipients about the particular promotion, product or service in which you indicated your "friend" may have an interest. We will not send emails to recipients who have opted out of receipt of promotional emails from us. From

time to time, SSB may maintain social media accounts or engage in other social media activities. In all cases, SSB will comply with the terms of this Privacy Statement and the privacy policies applicable to those social media platforms or networks. Subway® franchisees may sponsor their own social media pages or websites. Those franchisees and their activities are not subject to this Privacy Statement.

### **3.2. Prospective Employees**

If you submit an application for employment with SSB, the Personal Information collected may include, but is not limited to: name, address, telephone number, facsimile number, email address, date of birth, citizenship, professional and educational background experience, such as information that may be recorded on a resume or application form, criminal background, bank account information for Electronic Funds Transfer, financial statement, and taxpayer identification number. SSB may need to obtain Personal Information about you from third parties in order to supplement, update or verify your information, and/or to process your application for consideration as a SSB employee. Applicable law may require that you authorize a third party to share your Personal Information with SIBV before we can acquire it. Failure to provide any requested information may negatively impact consideration of your employment application. By applying to become an employee of SSB, you consent to our collection, use, and disclosure of your Personal Information in this manner.

All information, including Personal Information submitted by you as part of the application process, will become part of your employee file should you become an employee. Employees' Personal Information is governed by separate policies and not by this Privacy Statement.

Prospective employees' Personal Information is collected for use in connection with your expression of interest in employment with SSB or its affiliated entities, either for a specific position or, unless you advise us otherwise in writing, for reference in connection with potentially available future positions.

Please note that this Privacy Statement ***does not*** apply to Subway® restaurant employment applications submitted through the Subway® website, which are transmitted directly to independently-owned and operated franchisees who are seeking employees in the relevant market area.

### **3.3 Franchisees, Prospective Franchisees and Development Agents**

If you choose to submit an electronic application seeking consideration as a prospective Subway® franchisee through the Website, you agree that SSB may disclose your Personal Information to our affiliates within the Subway® Group as well as Service Providers as part of the Subway® Group's consideration of your franchise inquiry. Personal Information collected from prospective franchisees may include, but is not limited to: name, address, telephone number, facsimile number, email address, date of birth, citizenship, educational background, criminal and other background checks, bank account information for Electronic Funds Transfer, financial statement, resume, litigation history, and taxpayer identification number.

All information, including Personal Information submitted by you as part of the application Process, will become part of your franchise file should you choose to proceed and submit a franchise application.

By applying to become a Subway® Development Agent ("DA") via the Website, you will provide Personal Information in connection with that application.

#### **3.3.1.1. Franchisee Non-Personal Business Contact Information**

We may share a franchisee's non-personal business contact information and other business attributes such as (information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number and fax, business address, business email address, business mailing address, business geo-location information, business hours

and approved menus) to our search engine and social networking site Service Providers for the benefit of having your business information accurate and available to the consumers.

Please note, although we do not control our Service Providers, we do restrict them from using a franchisee's business contact information for any reason other than for the purpose for which we contracted them to do, and to protect a franchisee's business contact information in accordance with all applicable laws and the general privacy principles described in our Privacy Statement.

#### **4. NOTICE – WHAT DO WE DO WITH THE PERSONAL AND NON-PERSONAL INFORMATION WE COLLECT?**

First, of course, we use the Personal and Non-Personal Information you provide us or that we collect to provide you with the products, services or information you have requested or to improve the functionality or your experience using our Sites.

We also may use your Personal and Non-Personal Information to provide you with information concerning Subway® products or services in which we think you may have interest. In order to adequately address a customer's concerns and provide all of the many services offered through our Sites your Personal and Non-Personal Information may be shared with the appropriate SSB Affiliates, such as, but not limited to: the Subway® Group, Subway® Development Agents ("DA") for your geographical area, and/or relevant Subway® franchisees, as well as, our Service Providers.

Because these Service Providers may need information about you in order to perform their various functions you ***expressly consent*** to our sharing your Personal and Non-Personal Information with our Service Providers. Please note, although we ***do not*** control our Service Providers, ***nor do*** we authorize these third-party companies to use your Personal and Non-Personal Information for any reason other than the purpose for which we contracted them to do we do require our Service Providers to agree in writing to maintain the confidentiality and security of Personal and Non-Personal Information they maintain on our behalf, to not use it for any purpose other than the purpose for which we contract with them, and to protect your Personal and Non-Personal Information in accordance with all applicable privacy requirements and the general privacy principles described in our Privacy Statement.

On some pages of our Website we may allow our Service Partners to set web tracking tools (e.g., cookies and web beacons) to collect anonymous, Non-Personal Information regarding your activities on those pages (e.g., your IP address, page(s) visited, time of day). We may also share such Non-Personal Information collected with our Service Partners who may use this information (and similar information collected from other websites) for purposes of delivering future targeted advertisements to you when you visit other (non-Subway®) websites within their networks. This practice is commonly referred to as "interest-based advertising" or "online behavioral advertising." Pages of our Website that collect information that may be used by such Service Partners for interest-based advertising purposes may be identified by a link to AdChoices on the page.

#### **5. CHOICE**

You have the right to opt out of certain uses and disclosures of your Personal and Non-Personal Information, as set out in this Privacy Statement. Prior to disclosing Sensitive Data to a third party or Processing Sensitive Data for a purpose other than its original purpose or the purpose authorized subsequently by you, SSB will endeavor to obtain your explicit consent (opt-in). Where consent for the Processing of Personal Information is otherwise required by law or contract SSB will comply with the law or contract.

Participation in the Subway® loyalty program is voluntary; you may end your participation in the Subway® loyalty program by using any of the methods set out in Section 10 of this Privacy Statement, in which case any data gathered through the program will be deleted (although data originating through other non-program interactions may remain with SSB or other members of the Subway® Group.

**NOTE:** If you participate in any Promotion, the Personal Information that you provide SSB will be handled in accordance with the privacy rules applicable to that Promotion to the extent they differ from this Privacy Statement.

### **5.1. Compliance with the Digital Advertising Alliance & Do Not Track**

The Subway® Group uses the Evidon assurance platform to comply with the cross-industry Self-Regulatory Program for Online Behavioral Advertising as managed by the Digital Advertising Alliance (“DAA”) (<http://aboutads.info>). As part of this service, the Subway® Group’s online advertisements and websites are sometimes delivered with icons that help consumers understand how their data are being used and provide choice options to consumers that want more control. The list of our advertising partners may be updated from time to time. To opt-out of internet-based advertising by all DAA-participating companies, please visit <http://www.aboutads.info/choices/>. Even if you opt-out through this service, we may still collect non-Personal Information regarding your activities on our Sites and use it for non-interest-based advertising purposes as described in this Privacy Statement.

Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. DNT is a way for users to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. SSB is committed to providing you with meaningful choices about the information collected on the Sites for third-party purposes, and that is why SSB provides the DAA opt-out link above. However, **we do not recognize or respond to browser-initiated DNT signals.**

### **5.2. Mobile Collection**

Our Subway® App and mobile applications may send push notifications directly to your mobile device for the purposes of collecting information to provide services in accordance with the terms of this Privacy Statement such as collecting your location information and certain other information (such as device ID) automatically. You may opt-out of receiving such push notifications and location-based services on your mobile device at any time by editing the notification and location settings on your mobile device.

### **5.3. CONSENT TO MOBILE AND EMAIL COMMUNICATIONS.**

Your consent to receiving mobile and email communications are set out in the Subway® Website and Subway® App Terms of Use. You may opt out of mobile and email marketing by modifying your user account settings or by using our general unsubscribe automated link that is included in marketing emails. You can find additional on how to automatically unsubscribe from mobile and email communications, as well as how to submit requests to opt-out from phone and postal marketing by referencing the Subway® Website and Subway® App Terms of Use.

### **5.4. Where We Store Your Personal Information**

All Personal Information sent or collected via the Sites is stored in the USA, either on our servers, the servers of our Affiliates in the Subway® Group or the servers of our Service Providers. By using the Sites, you consent to the storage of your Personal Information in these locations.

## **6. ACCESS**

Where allowed by law, you may use any of the methods set out in Section 10 of this Privacy Statement to obtain confirmation that SSB is Processing Personal Information about you, and request access, corrections or deletions to Personal Information held about you by SSB, including where Personal Information is Processed in violation of the Privacy Shield Principles. Such requests will be Processed in line with local laws, where it is legally permissible to do so.

Although SSB makes good faith efforts to provide access, there may be circumstances where SSB is unable to do so, including but not limited to: where the information contains legal privilege, would present

a security risk, would compromise others' privacy, or where it is commercially proprietary. If SSB determines that access should be restricted in any particular instance, we will endeavor to provide you with an explanation of why that determination has been made and a contact point for any further inquiries.

If necessary, SSB's Privacy Officer will contact another individual to assist in completing your requested task. To protect your privacy, SSB will take commercially reasonable steps to verify your identity before granting access to or making any changes to your Personal Information.

## **7. DATA INTEGRITY – INFORMATION PURPOSE LIMITATION**

SSB retains the Personal Information we receive as described in this Privacy Statement for as long as you use our Sites or as necessary to fulfill the purpose(s) for which it was collected, provide our services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements and comply with all applicable laws. Your consent to such purpose(s) remains valid after termination of SSB's relationship with you.

## **8. ONWARD SHARING**

SSB does not sell Personal Information to third parties. SSB may share Personal Information with our Service Providers, consultants and affiliates for our and our affiliates' internal business purposes or to provide you with a product or service that you have requested. Except as described in this Privacy Statement, SSB will not share Personal Information with a third party unless a customer or prospective employee requests or consents to such disclosure, or disclosure is required or authorized by law.

Payment information will be used and shared only to effectuate your order and may be stored by our Service Provider for purposes of future orders.

SSB requires our Service Providers to agree in writing to maintain the confidentiality and security of Personal Information they maintain on behalf of SSB, including to provide at least the same level of protection as required by the Privacy Shield Principles, not to use it for any purpose other than the purpose for which SSB retained them and to notify SSB if they make a determination they can no longer comply with that obligation. With respect to onward transfers to third-party agents under Privacy Shield, Privacy Shield requires that SSB remain liable should such agents Process Personal Information in a manner inconsistent with the Privacy Shield Principles.

Your Personal Information is considered a company asset and may be disclosed or transferred to a third party in the event of a proposed or actual purchase, any reorganization, sale, lease, merger, joint venture, assignment, amalgamation or any other type of acquisition, disposal or financing of all or any portion of our business or of any of the business assets or shares (including in connection with any bankruptcy or similar proceeding) of SSB or a division thereof, in order for you to continue to receive the same products and services from, or to continue the same or similar relationship with, the third party.

Although SSB makes every effort to preserve user privacy, SSB reserves the right to disclose Personal Information to a third party in certain limited circumstances, including: (i) to comply with a law, regulation, search warrant, subpoena, judicial proceeding, a court or administrative order, or as otherwise may be required by law; (ii) in response to lawful requests by public authorities, including to meet national security or law enforcement requirements; (iii) to enforce SSB policies or contracts; (iv) to collect amounts owed to SSB; (v) to protect users of the Sites from fraudulent or abusive use; (vi) during emergencies when safety is at risk, as determined by SSB; (vii) where necessary for the establishment, exercise or defense of legal claims; (viii) in the good faith belief that disclosure is otherwise necessary or advisable. In addition, from time to time, server logs may be reviewed for security purposes – for example, to detect unauthorized activity on the Site. In such cases, server log data, containing IP addresses, would be shared with law enforcement bodies in order that they may identify users in connection with their investigation of the unauthorized activities.

## **9. SECURITY**

Although "guaranteed security" does not exist, SSB and our Affiliates and Service Providers use commercially reasonable measures (including all steps required by applicable law) that are designed to safeguard your Personal and Non-Personal Information against loss, unauthorized access, use, modification, disclosure or other misuse.

Our payment Processing Service Provider handles all payment information in connection with the Sites and is required to be PCI-compliant.

## 10. REDRESS / COMPLIANCE AND ACCOUNTABILITY

SSB has implemented mechanisms to verify its ongoing compliance with the Privacy Shield Principles and this Privacy Statement. Any party that violates the Privacy Shield Principles or this Privacy Statement will be subject to disciplinary procedures in accordance with SSB's disciplinary procedures.

If after reviewing this Privacy Statement, you would like to submit a request or you have any questions or privacy concerns, please contact:

SSB Privacy Officer  
C/o Franchise World Headquarters, LLC  
325 Sub Way  
Milford, CT, 06461  
USA  
Telephone Number: (203) 877-4281 or Toll Free: 1-800-888-7872  
Facsimile: (203) 783-7479  
Email Address: [privacyofficer@subway.com](mailto:privacyofficer@subway.com)

Or, if you prefer, you can download the Privacy Information Request Form located at:  
<http://subapps1.subway.com/go/legal/InfoRequestForm.pdf>.

SSB will address your concerns and attempt to resolve any privacy issues in a timely manner. If necessary, the Privacy Officer will contact another individual to assist in completing your requested task.

If you are an EU or Swiss citizen and feel that is not abiding by the terms of this Privacy Statement, or is not in compliance with the Privacy Shield Principles or Swiss Privacy Shield Framework, please contact SSB at the contact information provided above. In addition to its internal procedures for resolving potential complaints, SSB has agreed to fully cooperate with EU data protection authorities ("DPAs"), and you may submit Privacy Shield-related complaints to the attention of your DPA:  
[http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm), which will establish a panel to investigate and resolve complaints brought under the Privacy Shield. SSB will fully comply with the advice given by the DPAs and take necessary steps to remediate any non-compliance with the Privacy Shield Principles. Such independent dispute resolution mechanisms are available to EU citizens free of charge. Additionally, you may have a right to invoke binding arbitration under Privacy Shield. The FTC has jurisdiction over the Subway® Group's US affiliated entities compliance with the Privacy Shield.

## 11. OTHER RIGHTS AND INFORMATION

### 11.1. Information Regarding Children

**The Sites are not targeted towards children under the age of thirteen (13). SSB does understand that children under the age of thirteen (13) may still try to contact SSB and in so doing may voluntarily provide Personal Information to us. If you are a child under the age of thirteen (13), PLEASE DO NOT submit any Personal Information on the Sites. If you are a parent or legal guardian of a child whom you believe has submitted Personal Information to us, please contact**

**our Privacy Officer using one of the methods set out in Section 10 of this Privacy Statement, and we will take prompt action to delete such information in accordance with applicable law.**

#### **11.2. Links to Third-Party Websites**

Please note that the Sites may contain links to other websites for your convenience and information. SSB ***does not*** control third-party websites or their privacy practices, which may differ from those set out in this Privacy Statement. SSB does not endorse or make any representations about third-party websites. The Personal Information you choose to give to unrelated third parties is not covered by this Privacy Statement. SSB encourages you to review the privacy policies of other websites before submitting your Personal Information. Some third parties may choose to share their users' Personal Information with SSB; that sharing is governed by that company's privacy policy, not this Privacy Statement.

#### **11.3. Languages**

This Privacy Statement is being provided to you in English and Portuguese. Any discrepancies in the translation shall be resolved in accordance with the English language version of this Privacy Statement.

#### **11.4. Changes to the Privacy Statement**

SSB may update this Privacy Statement from time to time. When SSB posts changes to this Privacy Statement, we will also revise the "**LAST REVISED**" date posted at the top of the Privacy Statement. If there are any material changes to this Privacy Statement, SSB will notify you by email, by means of a notice on our home page or as otherwise required by applicable law. SSB encourages you to review this Privacy Statement periodically to be informed of how SSB is protecting your information and to be aware of any changes to SSB's Privacy Statement. Your continued use of the Sites after the posting or notice of any amended Privacy Statement shall constitute your agreement to be bound by any such changes.

Any changes to this Privacy Statement take effect immediately after being posted by SSB.

#### **11.5. Other Relevant Policies**

This Privacy Statement may be supplemented by one or more country- or application-specific privacy statements or terms of use (each a "Specific Policy"). In the event of conflict between this Privacy Statement and any such Specific Policy, the applicable Specific Policy will control, except that in all cases, where applicable, the Privacy Shield Principles will prevail over any contrary provision regardless of the Specific Policy in which such provision appears.