

SUBWAY® NOVEMBER FRESHBUZZ SWEEPS

OFFICIAL RULES

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

The SUBWAY® November Freshbuzz Sweeps (the "Sweepstakes") is sponsored by the Subway Franchisee Advertising Fund Trust Ltd. ("SFAFT"), 325 Sub Way, Milford, CT 06461 ("Sponsor"), and is administered by Prize Logic, LLC, an independent judging organization, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes starts on November 1, 2015 at 12:00 AM Eastern Time ("ET") and ends on November 30, 2015 at 11:59:59 PM ET ("Sweepstakes Period"). The Sponsor's computer is the Sweepstakes' official clock. There are two (2) methods of entry by which Entrants may participate, either: (a) online or (b) by a mobile device with Internet access capability ("Mobile Device"). Data rates may apply and will be incurred with participation by Mobile Device. Entrants should consult their wireless service providers regarding their pricing plans.
- 2. ELIGIBILITY:** This Sweepstakes 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 thirteen (13) years of age ("Entrant"). Employees, officers, directors and agents of Sponsor, SUBWAY® restaurants, Doctor's Associates Inc. ("DAI"), Franchise World Headquarters, LLC ("FWH"), and each of their affiliates, subsidiaries, suppliers, advertising, Sweepstakes and internet agencies (collectively, "Sweepstakes Entities") and their immediate family members and/or those living in the same household of each (whether related or not) are not eligible. All applicable federal, state, and local laws and regulations apply. Void in Puerto Rico, all United States Territories and Possessions and overseas military installations, and where prohibited or restricted by law.
- 3. HOW TO REGISTER AND ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, there are two (2) ways to enter the Sweepstakes:
 - A.** During the Sweepstakes Period, an eligible Entrant may register by visiting <http://subway.com> or <http://m.subway.com> if an Entrant is entering on his/her mobile device (collectively, the "Website(s)"). Once on the Website, an Entrant must then follow the instructions to register for the Sweepstakes by entering the information requested on the registration form, including, but not limited to, his/her salutation, his/her complete first and last name (no initials), state, ZIP code, date of birth, and either his/her home telephone number or cellular telephone number. **By entering this Sweepstakes, each entrant agrees to receive promotional e-mails from the Sponsor.** After successfully registering, an Entrant will receive one (1) entry into the Sweepstakes.
 - B.** An eligible Entrant may hand-write his/her complete name (no initials), valid e-mail address, valid street address (no P.O. Boxes), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: SUBWAY® November Freshbuzz Sweeps, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than November 30, 2015, and received on or before

December 10, 2015, in order to be eligible. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries. An eligible entrant will receive one (1) entry into the Sweepstakes for a valid Mail-In Entry.

LIMIT: Regardless of method of entry, limit one (1) entry per Entrant for the entire Sweepstakes Period. If it is discovered or suspected that a person has attempted to enter or receive Entries using multiple telephone numbers 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 Sponsor's sole and absolute discretion.

4. **RANDOM DRAWINGS:** On or about December 11, 2015, the Administrator will randomly select one hundred (100) potential "Prize" (defined in Rule #5) winners from among all eligible Entries received during the Sweepstakes Period. Each Prize winner is considered a potential Winner pending verification of eligibility and compliance with these Official Rules. All Prize winners may be referred to collectively as "Winner(s)."
5. **PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE ("ARV"):**
 - A. **Prizes (100):** Each Winner will receive a Microsoft Band 2 ("Prize"). Microsoft is either a registered trademark of Microsoft Corporation in the United States and/or other countries. Microsoft Corporation is not affiliated or associated with this Sweepstakes in any way. One hundred (100) Prizes will be awarded in the Sweepstakes. The ARV of each Prize is \$250.
 - B. **Odds of Winning:** The odds of winning a Prize depend upon the number of eligible entries received during the Sweepstakes Period.
 - C. **Total ARV:** The total ARV of all Prizes is \$25,000.
 - D. **General:** No more than one hundred (100) Prizes will be awarded in the Sweepstakes. 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) Prize per Entrant/household.
6. **HOW TO CLAIM A PRIZE:** Potential Winners will be notified on or about the Drawing Date by the Sponsor's designee, who will notify each potential Winner by e-mail at the e-mail address provided by the potential Winner when he/she registered for the Sweepstakes as set forth in Rule #3 (the "Notification"). Sponsor's designee will mail each Prize to the street address submitted by the potential Winner in response to the e-mail winner notification. Please allow approximately six (6) to eight (8) weeks after Notification for delivery. If a potential Winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize, or if the Prize is returned as undeliverable, the Prize may be forfeited and, in Sponsor's and/or Administrator's sole discretion, may or may not be awarded to an alternate potential Winner selected at random from the remaining pool of eligible Entries received during the Sweepstakes Period. A Winner may be required to provide proof of identification and other proof of eligibility under these Official Rules.

Sponsor is not responsible for any Winner's privacy or spam filter settings which may divert any Sweepstakes 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 applicable federal, state and local taxes. All other costs and expenses not expressly set forth herein shall be solely the Winner's responsibility. The Sweepstakes 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. The Sweepstakes Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any Prize awarded in this Sweepstakes. If a Prize is forfeited, the Administrator may conduct up to three (3) alternate drawings to find a Winner for the Prize.

- 7. LIMITATION OF LIABILITY:** The Sweepstakes Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail 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, programming, 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 Sweepstakes 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. The Sweepstakes 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 Sweepstakes 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). Sweepstakes 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 Sweepstakes and/or accepting, not accepting, using or misusing a Prize. The Sweepstakes 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, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, the Entrant's sole remedy is to submit another entry into the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, 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, the intended Prizes will be awarded in a random drawing from among all verified Prize claims received during the Sweepstakes Period.

IN NO EVENT WILL THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN INDIVIDUAL'S 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 SWEEPSTAKES. 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 Sweepstakes, 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 Sweepstakes Entities in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Sweepstakes 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 Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's, participation or inability to participate in the Sweepstakes, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes 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 Sweepstakes Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (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 Sweepstakes Entities or by an Entrant, (j) interruption or inability to access the Sweepstakes or any other Sweepstakes-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 Sweepstakes, (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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes. Except where prohibited, by participating in the Sweepstakes, Entrants agree that the 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 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 Sweepstakes Period. Entrants agree that any and all disputes, claims, and causes of actions arising out of or connected with the Sweepstakes 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:** *Please note*, if eligible Entrant, is considered a minor in your jurisdiction of residence (**generally, a minor is under eighteen (18) years of age**), eligible Entrant must first get their parent/legal guardian's permission before participating in the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. By participating, in the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, eligible Entrant (**if a minor, eligible Entrants parent/legal guardian**) agrees to the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** Privacy Statement and Official Rules, located at <http://www.subway.com/go/sweepstakes/PrivacyPolicy.pdf> and <http://www.subway.com/go/sweepstakes/OfficialRules.pdf>, respectively.

The Administrator and/or Sponsor may gather Personal Information provided by eligible Entrants online for the purposes of conducting and managing the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, and may, for this purpose, disclose such Personal Information to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and if required, to any applicable regulatory authorities. 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, photographic images (especially of face or other identifying characteristics, such as, but not limited to: eye, skin, and hair color, facial features, personal marks such as, but not limited to: tattoos, birthmarks, moles, and scars, as well as, video and voice recordings. Personal Information is only collected when volunteered by an eligible Entrant, at the time eligible Entrant enters the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. If eligible Entrant does not provide Administrator and/or Sponsor the requested Personal Information required to enter the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, eligible Entrant will not be able to participate in the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. By participating in the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** located at: <http://subway.com> or if an Entrant is entering on his/her mobile device at: <http://m.subway.com>, the Administrator and Sponsor, feel that eligible Entrant should know how the Administrator and/or Sponsor may collect, use, share, and protect eligible Entrant's Personal Information. The **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** Privacy Statement located at: <http://www.subway.com/go/sweepstakes/PrivacyPolicy.pdf>, describes, among other things, the types of Personal Information that may be collected from eligible Entrant, how the Administrator and/or Sponsor may use eligible Entrant's Personal Information, when the Administrator and/or Sponsor may share eligible Entrant's Personal Information, who eligible Entrant's Personal Information may be shared with, how the Administrator and/or Sponsor protect eligible Entrant's Personal Information when eligible Entrant enters the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, how eligible Entrant may opt-out, access, update, or correct Personal Information eligible Entrant provided Administrator and/or Sponsor upon entering the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, how and/or who eligible Entrant may complain to if Administrator and/or Sponsor breach any applicable law regarding the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, and how Administrator and/or Sponsor may deal with such complaints. The **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** Privacy Statement also applies to any Personal Information eligible Entrants may provide to Administrator and/or Sponsor offline, such as, any Personal Information the eligible Entrant may provide to the Administrator and/or Sponsor at a live event, during verification procedures, or any other instances in which Administrator and/or Sponsor may collect Personal Information from eligible Entrants offline, **solely** regarding the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. Upon entering the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, the Sponsor, SFAFT, may ask eligible Entrant to **Opt-In** (which

requires eligible Entrant's **express consent**), to receive **specifically requested opt-in information or materials by eligible Entrant**, such as, but not limited to: coupons, newsletters, informational materials, marketing communications, or other special sweepstakes, promotions, etc., or other offers, from SFAFT, its affiliates within, the FAF Group and/or the SUBWAY® Group, or third-party service provider, Customer Portfolios LLC ("CP"), located in Boston, Massachusetts, United States of America (USA). If eligible Entrant **does not specifically** check the **Opt-In** box, eligible Entrant will only be contacted by the Sponsor, SFAFT or Administrator for the purpose of administering the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. By participating in the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, eligible Entrant (and, if a Minor, his/her parent or legal guardian) hereby consents to the collection, use, and disclosure of eligible Entrant's Personal Information provided to Administrator and/or Sponsor by eligible Entrant, **solely** in connection with the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** Official Rules and Regulations. Eligible Entrant (if a Minor, his/her parent or legal guardian) further acknowledges that eligible Entrant (if a Minor, his/her parent or legal guardian) has read, understands, and accepts, the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** Privacy Statement available at: <http://www.subway.com/go/sweepstakes/PrivacyPolicy.pdf>. SFAFT's role in the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** is limited to promoting the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. 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>. SFAFT hired Prize Logic, LLC to run and administer the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. Prize Logic, LLC's role is limited to drafting the rules of the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, conducting the drawing of Prize Winners from all eligible Entries received during the Sweepstakes Period, as well as being the prize fulfiller for the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. SFAFT urges Entrant to review Prize Logic, LLC's, full privacy practices and procedures located on their website at: <http://www.prizelogic.com/privacy-policy/>. SFAFT's third-party service provider CP, located in the USA, may send eligible Entrant opt-in information or materials specifically requested by eligible Entrant at the time of entering the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**. SFAFT urges eligible Entrant to review third-party service provider CP's, full privacy practices and procedures located on their website at: <http://www.customerportfolios.com/privacy-policy/#privacy>, or any other Promotional Partners listed in these Official Rules.

By entering the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, each entrant (**if a minor, eligible Entrants parent/legal guardian**) agrees to the publication, reproduction and/or other use of his/her name, address, voice, image, statements about the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor, **solely** regarding the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS**, including, but limited to: print, broadcast, the internet (including social media), and on the **SUBWAY® NOVEMBER FRESHBUZZ SWEEPS** winners' list.

- 10. PUBLICITY RIGHTS:** By entering the Sweepstakes and/or 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 Sweepstakes, 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 Sweepstakes, each Entrant releases and agrees to indemnify and hold harmless the Sweepstakes 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 Sweepstakes, acceptance or usage of a Prize, or arising out of participation in any Sweepstakes or Prize related activity, whether hosted by Sponsor or a third party.
- 12. MISCELLANEOUS:** Participation in this Sweepstakes 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 Sweepstakes. 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 Sweepstakes. In the event of a dispute as to the identity of a Winner, the Winner will be the authorized account holder of the e-mail account used to enter the Sweepstakes. "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 Sweepstakes; to be acting in violation of these Official Rules; to be acting with the intent to disrupt the normal operation of this Sweepstakes; 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 Sweepstakes 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 SWEEPSTAKES 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 (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 Sweepstakes-

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 Winners, send a properly stamped self-addressed business sized envelope, by December 15, 2015, to Winners List – SUBWAY® NOVEMBER FRESHBUZZ SWEEPS, c/o: Prize Logic, LLC, P.O. Box 251328, West Bloomfield, MI 48325.

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