

The Subway® MVP Rewards Footlong Season Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Subway® MVP Rewards Footlong Season (the “**Promotion**”) is open only to legal residents of Canada who are at least eighteen (18) years old and a Subway® MVP Rewards member* at the time of entry. Employees of Subway Franchisee Advertising Fund of Canada Inc., c/o Field Law LLP, (“**Sponsor**”), Merkle Inc. (“**Administrator**”), (collectively, “**Promotion Entities**”) NBA Entities (as defined herein) and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, provincial, territorial, municipal, and local laws and regulations and is void where prohibited. Participation 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 the Promotion. The Promotion consists of a contest where prizes are awarded by random drawing (the “**Contest**”) and an instant win game (the “**Instant Win Game**”). The Contest takes place in approximately 2,899 participating Subway restaurants in Canada, and the Instant Win Game takes place on the Internet. Winning a prize/offer is contingent upon fulfilling all requirements set forth herein. Winning the Contest Trip Grand Prize is also contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm potential winner’s eligibility and compliance with these Official Rules. **Due to the nature of the prize offered, if a background check reveals that the potential Contest Trip Grand Prize winner (and/or their potential travel companion) has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.**

***Subway® MVP Rewards available at participating restaurants. Points may not be earned on third-party delivery orders, MSI catering orders, or purchases of gift cards.**

2. Sponsor: Subway Franchisee Advertising Fund of Canada Inc., c/o Field Law LLP, 400 - 444 7 Ave SW, Calgary AB T2P 0X8, Canada **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

3. Timing: The Promotion begins on October 3, 2024 at 12:00 a.m. Eastern Time (“**ET**”) and ends on December 13, 2024 at 11:59 p.m. ET (the “**Promotion Period**”). Administrator’s computer is the official time-keeping device for the Promotion.

4. How to Enter: During the Promotion Period, visit [footlongseason.com](https://www.subway.com/en-ca/contactus/subwayfaqs/subway-mvp-rewards) (“**Promotion Site**”) and follow the links and instructions to register for the Subway® MVP Rewards program (if you have not done so previously) and accurately complete and submit the registration form including your first and last names (initials only are not sufficient), email address and a home address (P.O. boxes are not permitted) or log in to your Subway® MVP Rewards account (“**Account**”). If this is your first visit to the Promotion Site, and you are not yet a Subway® MVP Rewards member, you will be prompted and required to create an Account. Accounts are free, but subject to the Subway® MVP Rewards Terms and Conditions: <https://www.subway.com/en-ca/contactus/subwayfaqs/subway-mvp-rewards>.

A. Contest: There are two (2) ways to enter the Contest. **Method 1 requires qualifying purchases to be made (as outlined); method 2 does not require any qualifying purchases to be made (also, as outlined):**

1. Make A Purchase: Each entrant may participate in Purchase Methods 1 (a) and/or 1 (b), as set forth below. Please note that there is a maximum of ten (10) Contest entries per

entrant per day during the Promotion Period, regardless of method of entry or combination of methods of entry.

(a) Purchase a Footlong Sub with or without Frito-Lay Chips Product†: During the Promotion Period, purchase a footlong sub at a Subway® restaurant (each a “**Qualifying Sub Purchase**”) using your Account. By doing so, you will receive one (1) entry into the Contest. While making your Qualifying Sub Purchase, add at least one (1) Frito-Lay chips product to your order, while supplies last, using your Account and you will receive two (2) additional entries into the Contest, meaning you will receive a total of three (3) entries into the Contest.

OR

(b) Make a minimum \$5.00 Purchase with Frito-Lay Chips Product†: During the Promotion Period, make a minimum \$5.00 purchase and add at least one (1) Frito-Lay chips product to your order, while supplies last, using your Account and you will receive two (2) entries into the Contest. Note that if you only make a minimum \$5.00 purchase without a Frito-Lay Chips product, you will not receive any entries in the Contest.

†**Examples to earn Contest Entries:** if you purchase three (3) footlong subs at a Subway® restaurant in a single order, during the Promotion Period, you will receive a total of three (3) entries into the Contest. If you purchase one (1) footlong sub at a Subway® restaurant and add one (1) Frito-Lay Chips Product in the same single order, during the Promotion Period, you will receive a total of three (3) entries into the Contest. If you add three (3) Frito-Lay Chips Products to a minimum \$5.00 purchase at a Subway® restaurant in a single order, during the Promotion Period, you will receive a total of six (6) entries into the Contest.

- 2. Mail-In Without Making a Purchase:** If you are not yet a Subway® MVP Rewards member, visit <https://www.subway.com/en-ca/rewards> to create an Account, as described above in section 4 A.1. Accounts are free, but subject to the Subway® MVP Rewards Terms and Conditions. To earn Contest entries without making a purchase, print your name, address, date of birth, phone number and email address associated with your Account on a piece of paper accompanied by an original handwritten essay of at least fifty (50) words about which footlong menu item you would like to try and mail it in an envelope with proper postage to “Subway MVP Rewards Footlong Season,” c/o Merkle Inc., P.O. BOX 246, Dept. 259770, Pickering, ON CA, L1V 2R4. You will receive ten (10) entries into the Contest, per duly stamped envelope. All mail-in entries must be postmarked by December 13, 2024 and received by December 20, 2024. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may receive up to ten (10) Contest entries per day during the Promotion Period, regardless of method of entry or combination of methods of entry.

- B. Instant Win Game:** During the Promotion Period, or until instant prizes run out, whichever comes first, visit footlongseason.com (“**Promotion Site**”) and follow the links and instructions to register for the Subway® MVP Rewards program (if you have not done so previously) and to create an Account, as described above in section 4 A. 1. Accounts are free, but subject to the Subway® MVP Rewards Terms and Conditions. Then, click/tap on the “Play Now” button and you will advance to the Instant Win Game page where you will receive one (1) Instant Win Game play. Once on the Instant Win Game page, play the “Menu Match Game” by taping the tiles to find all the matching items. Once you have completed the game, the Instant Win Game results will be instantly

displayed. Instant Win results are not dependent on the outcome of the game. Instant Prizes are awarded randomly as described in Section 8.

Potential winners of the Instant Win Game will be provided prize/offer claim directions. Each potential winner or offer recipient will be required to correctly answer a time-limited skill-testing question in order to be eligible to receive a prize. Only potential winners who timely complete prize/offer claim requirements and/or are verified as eligible will be awarded a prize/offer. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may receive one (1) Instant Win Game play per day.

Multiple entrants are not permitted to share the same email address or Account. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion or to enroll in Subway® MVP Rewards program. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion or to enroll in Subway® MVP Rewards program, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes/offers won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Contest/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Contest: The drawing will be conducted on Sponsor's behalf by Administrator at approximately 12:00 p.m. ET on December 26, 2024 in Southfield, MI. Prizes will be awarded in the order described in paragraph 8. Instant Win Game: one hundred thirty-three thousand four hundred (133,400) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR CONTEST SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR CONTEST WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Contest winners will be notified by mail, email or phone. Each potential winner of a prize valued at \$600 or more (parent/legal guardian if winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, which must be received by Administrator within forty eight (48) hours of the date notice or attempted notice is sent, in order to claim his/her/their prize. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within forty eight (48) hours of the date notice or attempted notice is sent, in order to claim the prize.

Each potential winner or offer recipient will be required to correctly answer a time-limited skill-testing question in order to be eligible to receive a prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance or provide any other requested information within the required time period (if applicable), fails to correctly answer the skill-testing question, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a Contest prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. If time permits, there will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed instant prizes and offers will not be awarded. Non-trip prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

8. PRIZES/OFFERS, APPROXIMATE RETAIL VALUE (“ARV”, in CAD), AND ODDS OF WINNING:

Contest Prizes:

ONE (1) TRIP GRAND PRIZE: A trip for winner and one (1) guest to Paris, France for the 2025 NBA - San Antonio Spurs vs. Indiana Pacers game (“Game”). Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner’s home (determined by Sponsor in its sole discretion), in Canada; three (3) nights’ accommodations at a hotel (3 + Star) determined by Sponsor in its sole discretion (single room, double occupancy); two (2) tickets to the Game (lower-level category 6); and \$1,000 spending money. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner and guest. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her place of residence, travel companion must be winner’s parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if Game or any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor’s sole discretion. ARV: \$7,253 CAD. Actual value may vary based on airfare fluctuations and distance between departure and destination and other factors. Winner will not receive difference between actual and approximate retail value.

THREE (3) “SUBWAY® FOR A YEAR” GRAND PRIZES: Subway® for a Year awarded as seven (7) \$500 Subway® gift cards and one (1) \$150 Subway® gift card. Each gift card will be fulfilled via the winner’s mailing address (P.O. Boxes are not permitted). ARV: \$3,650.00 CAD each.

Odds of winning a Contest Prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) Contest prize per person.

Instant Win Game Prizes/Offers: The Subway® Logo Socks, Beanie, Cookie Scented Candle, and Insulated Beverage Holder with strap are collectively herein referred to as “Swag”.

| Quantity | Prize Description | ARV in CAD |
|----------|--|--|
| 50 | Subway® Choicemark Socks | \$16.30 |
| 150 | Subway® Logo Beanie (one size fits all) | \$16.24 |
| 50 | Subway® Insulated Beverage Holder with strap | \$13.04 |
| 150 | Subway® Gingerbread Scented Candle (tin) | \$10.94 |
| 1,000 | 400 Subway® MVP Rewards Points* | \$2.00 Subway® Cash (Redeemable only at participating Subway® restaurants; not redeemable for cash; no cash value) |
| Quantity | Offer Description | ARV |
| 2,000 | 100 Subway® MVP Rewards Points** | n/a (Redeemable only at participating Subway® restaurants; not redeemable for cash; no cash value) |
| 5,000 | 75 Subway® MVP Rewards Points** | n/a (Redeemable only at participating Subway® restaurants; not redeemable for cash; no cash value) |
| 25,000 | 50 Subway® MVP Rewards Points** | n/a (Redeemable only at participating Subway® restaurants; not redeemable for cash; no cash value) |
| 100,000 | 25 Subway® MVP Rewards Points** | n/a (Redeemable only at participating Subway® restaurants; not redeemable for cash; no cash value) |

Subway® MVP Rewards Points Conditions: Subway® Cash only redeemable at participating Subway® restaurants. No cash value. Use of Subway MVP Rewards Points is subject to and constitutes acceptance of their Terms and Conditions, which may be viewed at <https://www.subway.com/en-ca/contactus/subwayfaqs/subway-mvp-rewards>.

** Redeem 400 points for \$2 Subway® Cash. Subway® Cash only redeemable at participating Subway® restaurants. No cash value.

Odds of winning depend on the date/time of entry, the number of prizes/offers remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes/offers available to be won will diminish as they are awarded. Limit: One (1) Swag item; one (1) 400 Subway® MVP Rewards Points Prize and one (1) of each Instant Win Game Offers per person.

Total ARV of all prizes: \$25,303.

For All Instant-Win Prizes/Offers: Instant-Win prizes/offers are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize/offer for one of equal or greater value if the designated prize/offer should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize/offer receipt and/or use. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes/offers are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Non-trip prizes/offers will be fulfilled approximately 8-10 weeks after conclusion of the Promotion.

9. Release: By receipt of any prize/offer, winners agree to release and hold harmless Promotion Entities, NBA Properties, Inc., the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities") and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto). Grand Prize winner acknowledges that the execution of services related thereto become the sole and exclusives responsibility of the suppliers of services comprising the Grand Prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Sponsor's, NBA Entities and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and province for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest or Instant Win Game, including but not limited to fulfillment of the prizes/offers, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes/offers offered herein and to award the prizes/offers at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or Instant Win Game, including but not limited to submitting fraudulent entries/plays, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from

any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes/offers than are stated in these Official Rules be awarded or awarded other than in accordance with these Official Rules. If, for any reason, more prize/offer notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes/offers through a random drawing from among all eligible prize/offer claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the English Official Rules as posted on the Promotion Site shall prevail, govern, and control.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use, inability to use, or misuse of any prize/offer. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Contest entry or Instant Win Game play, if possible.

13. Disputes: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of Ontario and Canada including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. Void when prohibited or restricted by law.

For entrants who are not residents of the province of Quebec: To the extent permitted by applicable law, any controversy or claim arising out of or relating to these Official Rules or the breach thereof shall be settled by binding arbitration in accordance with The Arbitration Act of Ontario at a hearing to be held in Ontario, Canada. The arbitration will be in the English language and judgment upon an award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The commencement of arbitration proceedings by an aggrieved party to settle disputes arising out of or relating to this Contest is a condition precedent to the commencement of legal action by either party. Each party will be responsible for their own costs in conjunction with the arbitration action. If either party commences action in any court prior to an arbitrator's final decision on the controversy or claim, then the party so commencing the action shall be responsible for all expenses incurred by the parties in the arbitration and the court proceedings whether or not they are the prevailing party. By entering, entrants also submit to the jurisdiction and venue of the courts of competent jurisdiction located in Ontario, Canada.

As a condition of entering this Contest, each entrant agrees that: (a) under no circumstances will the entrant be entitled or permitted to obtain awards for, and the entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action.

14. Entrant's Personal Information: Information collected from entrants is subject to the

Sponsor's Privacy Policy <https://www.subway.com/en-ca/privacy/privacy-policy>.

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

15. Winners List: For a winners list, [click here](#). The winners list will be posted after winner confirmation is complete.

16. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

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