

Subway Fresh Fit® Video Contest
Official Contest Rules
Among Participating Schools in Market #034, #037, #099, #108, #124, and #159
Dates: March 19 – April 22, 2018

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH YOUTUBE, INSTAGRAM, TWITTER OR FACEBOOK.

1. **SPONSOR & ADMINISTRATOR:** Subway Franchisee Advertising Fund Trust, Ltd. (“SFAFT”) on behalf of Market #034, #037, #099, #108, #124 and #159 will serve as the sponsor (“Sponsor”) and The Summit Group will serve as the administrator (“Administrator”).
2. **ELIGIBILITY:** The Subway Fresh Fit® Video Contest (the “Contest”) is open to high schools (grades 9-12 only) located in Subway® Markets #034, #037, #099, #108, #124 and #159 and students attending those high schools, as described below. In order to be an “Eligible High School” the high school must be located in and have its address in one of 96 counties of South Carolina, North Carolina and Georgia which are located in Market #034, #037, #099, #108, #124 and #159, and must only enroll students in grades 9-12 (“junior high schools” and high schools enrolling students below the 9th grade are not eligible). In order to be an “Eligible Student”, a participant must be a student enrolled and in good standing during the Contest Period at an Eligible High School, be in any of the 9th through 12th grades during the entire Contest Period, be at least 13 years old at the beginning of the Contest Period, and have provided fully signed and completed copies of the “Parental Consent Form” and the “Affidavit of Eligibility and Publicity/Liability Release Form” as described below, must have worked on or appeared in the Video Entry described below, and must be a legal resident of the United States or the District of Columbia (excluding Puerto Rico and all United States territories and possessions). Sponsor, Administrator, Doctor’s Associates, Inc.; Franchisee World Headquarters, LLC; Subway IP, Inc., Subway® Restaurants; Subway® Franchisees and their respective affiliated entities, affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, promotional and judging agencies (collectively, “Ineligible Entities”) and their employees, officers, owners and principals are not eligible to participate or win.
3. **CONTEST PERIOD:** The “Contest Period” will commence on March 19, 2018 at 12:01 a.m. Eastern Time (“EDT”) and end on April 22, 2018 at 11:59 p.m. EDT.
4. **THE CONTEST AND ELIGIBLE VIDEOS:** Under this Contest, Eligible High Schools may submit an Eligible Video in accordance with these rules. The Sponsor, through the Administrator, will award certain prizes, based on the criteria described below, to the Eligible High School and/or to Eligible Students who submit winning Eligible Videos. In order to be an “Eligible Video”, the video must not be more than one (1) minute in length, it must focus on any or all fitness and wellness areas of mind, body, soul and spirit (such as staying hydrated, reducing stress, mentoring other students and community services), it must be submitted by and on behalf of an Eligible High School, it can only be produced by Eligible Students with limited ancillary assistance from, and under the supervision of, a teacher or administrator employed by an Eligible High School (“Authorized High School Representative”). Up to five (5) Eligible High Schools in each of Market #034, #037, #099, #108, #124, and #159 with the most Twitter “Likes” of their submitted video at the end of the Public Voting Period (defined below), as determined by the Sponsor in its sole discretion, will be selected as

Finalists (defined below) in the Contest, receive the Finalist Prize (defined below) and be eligible for a grand prize.

5. HOW TO ENTER: To enter the Contest, Eligible High Schools must complete all of the following requirements, on behalf of the Eligible High School and on behalf of their Eligible Students:

1. Submit Application Package to Administrator and Complete Submission Form: No later than April 22, 2018 at 11:59 p.m. EDT (the “Submission Deadline”), the Authorized High School Representative must email a completed “Application Package” to the Administrator at freshfitschoolsvideo@summitslc.com. An “Application Package” consist of fully signed and completed copies of (1) the “Parental Consent Form” and the “Affidavit of Eligibility and Publicity/Liability Release Form” from the Authorized High School Representative and each Eligible Student who will participate in, work on, appear in, or who will be named in any credits on an Eligible Video, (2) the Authorized High School Representative’s list of all Eligible Students will participated in, work on, appear in, or who will be named in any credits on an Eligible Video, and (3) the consent of a Principal, Assistant Principal or other Eligible High School official with authority, to the submission of the Eligible Video to the Contest. The parent and/or legal guardian must sign and complete the Parental Consent Form for any Eligible Student below the age of 18. Eligible Schools should contact Administrator at the below contact information to receive an Application Package. The Administrator may reject any Application Package that is not complete. Application Packages (including any re-submittal of Application Packages that were previously rejected) will not be considered in the Contest if received after the Submission Deadline. No later than the Submission Deadline, the Authorized High School Representative must complete and submit the online “Submission Form” located at www.freshfitcontest.com by filling in all the required fields including but not limited to the Eligible High School’s name, address, city, state, zip code, telephone number, contact e-mail address and total enrollment. Alternatively, Eligible High Schools may mail the above information to The Summit Group c/o Fresh Fit™ Video Contest, 114 W 400 S., Salt Lake City, UT 84101.
2. Preparation of “Eligible Video”: No later than the Submission Deadline, Eligible High Schools coordinate to have Eligible Students at an Eligible High School prepare one (1) “Eligible Video” under the supervision of an Authorized High School Representative. In order to be an “Eligible Video”, the video must not be more than one (1) minute in length, it must focus on any or all fitness and wellness areas of mind, body, soul and spirit, it must be submitted by and on behalf of an Eligible High School, it can only be produced by Eligible Students with limited ancillary assistance from, and under the supervision of, an Authorized High School Representative.
3. Post Twitter Submission and Notify Administrator: After receipt of the Administrators acknowledgment that the Application Package was not rejected, and no later than the Submission Deadline, the Authorized High School Representative must post the Eligible Video to the Eligible High School’s official Twitter account and include the dedicated hashtag #SubwayFreshFitContest (note that if Twitter is accessed through SMS, there may be additional charges for each tweet sent or received from a mobile device according to the terms and conditions of your Service Agreement with your wireless carrier) AND immediately notify Administrator by submitting the direct URL link of the video submission posted to the Eligible High School’s official Twitter account to the Administrator through www.freshfitcontest.com.

Limit one (1) Video Entry per Eligible High School. In the event of a dispute involving entries submitted by multiple individuals using the same high school name, email account or address, the

entry will be deemed to have been submitted by the authorized representative of the Eligible High School, as determined by Sponsor and/or Administrator in its sole discretion. Any person, who is found to have entered more than the stated limit, in the sole discretion of Sponsor, may be disqualified and all entries received by such person prior to the Submission Deadline will be judged void and disqualified. No entries may be received before March 19, 2018 at 12:01 a.m. EDT or after the Submission Deadline. Entries that are late, lost, illegible, mechanically reproduced, contain false information, damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular in the sole discretion of Sponsor, that have been submitted or generated using robotic, programmed, script, or any other automated means, or illicit means, or do not conform with or satisfy any or all of the conditions set out in the Official Rules, as determined by Sponsor in its sole and absolute discretion, may be judged void and disqualified. All entries become the property of Sponsor and in no case shall be returned to the Eligible High School. Only entries received from Eligible High Schools that have completed the entire three-step process before the Submission Deadline and which are otherwise fully compliant with these Official Rules are valid and will be considered for a prize. All entries must be received by the Submission Deadline, as determined solely by the entry time specified on Administrator's system. Sponsor and/or Administrator reserves the right to confirm all entries and to accept or reject any such entry for any reason, at Sponsor's and/or Administrator's sole discretion.

By entering the Contest, Eligible High Schools and Eligible Students fully and unconditionally agree to be bound by these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest. Eligible High Schools and Eligible Students must continue to comply with all terms and conditions of these Official Rules throughout the Contest Period. Failure to abide by all terms and conditions of these Official Rules throughout the Contest Period may result in disqualification. All Eligible Students appearing in a video submission must be at least thirteen (13) years of age at the time of Entry submission and must have submitted the required Consent Form, as applicable, in Administrator's sole and absolute discretion. Determinations of Administrator are final, conclusive and binding.

By entering the Contest, each Eligible High School warrants and represents the following with respect to their entry: (a) Eligible High School is the sole and exclusive owner of the entry; (b) the entry is Eligible High School's own creation and is 100% original; (c) the entry does not violate or infringe on any rights of any third party; (d) any third party whose person or property is referenced in the entry has given Eligible High School appropriate written consent (which shall be provided to Sponsor upon request thereof) for such person or property to be referenced in the entry and used by Sponsor as set forth herein these Official Rules; and (e) the entry does not contain any false, inaccurate or misleading material, does not violate any law or regulation, is not libelous, threatening or harassing, does not instigate others to commit illegal activities, does not contain any disparaging, obscene, offensive or illicit content, and does not contain any viruses, worms, or other computer programming intended to or that could interfere with the ability of others to enjoy Sponsor's and/or Administrator's website. By entering the Contest, Eligible High School automatically grants to Contest Entities a worldwide, exclusive, royalty-free, irrevocable license to use, copy, publicly display, distribute, alter, and create derivative works from the entry in all forms of media now known or not currently known, in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation. Sponsor reserves the right to reject or disqualify any entry, to modify, edit, or remove any entry from the any applicable websites, or to request an Eligible High School to modify his/her entry if, in the sole opinion of Sponsor acting in its sole and absolute discretion, the entry does not abide by these Official Rules or is otherwise inappropriate, or could potentially expose Sponsor, Administrator, Eligible High Schools and/or Eligible Students to law suits, embarrassment, adverse publicity or otherwise reflect unfavorably on Sponsor, Administrator, Eligible High Schools and/or Eligible Students.

6. **PRIZES:** Each Eligible Student appearing in an Eligible High School’s video submission will receive a coupon valid for a free 6-inch sandwich from the Fresh Fit™ menu, redeemable at participating Subway® restaurants in Market #034, #037, #099, #108, #124, and #159.

Up to five (5) Eligible High Schools in each of Market #034, #037, #099, #108, #124, and #159, who receive the highest number of “likes” on Twitter for their Eligible Videos (“Finalist”) will each receive a \$150 Subway® Gift Card (the “Finalist Prize”).

The Finalist in each of Market #034, #037, #099, #108, #124, and #159, who receives the highest score from the judges in accordance with the criteria set forth below will receive the first grand prize consisting solely of one (1) \$1,500 unrestricted school grant (the “First Place Grand Prize”). The Finalist in each of Market #034, #037, #099, #108, #124, and #159, who receives the second highest score from the judges in accordance with the criteria set forth below will receive the second grand prize consisting solely of one (1) \$1,000 unrestricted school grant (the “Second Place Grand Prize”). The Finalist in each of Market #034, #037, #099, #108, #124, and #159, who receives the third highest score from the judges in accordance with the criteria set forth below will receive the third grand prize consisting solely of one (1) \$500 unrestricted school grant (the “Third Place Grand Prize”).

The Subway® gift cards and their use are subject to terms, conditions and policies specified by their issuer, Value Pay Services, LLC (“VPS”). By way of example, such terms and conditions may state any or all of the following: cards may not be redeemable for cash, used for payment on accounts or used for the payment for prior purchases; cards are non-refundable; cards expire on a designated date; and cards may be redeemable only by legal residents of the United States. Use of a Subway® gift card constitutes acceptance of VPS’s terms, conditions and policies, including VPS’s Privacy Policy and Site Terms of Use located at <https://www.mysubwaycard.com>, and as such, each winner of a Subway® gift card should carefully read the terms, conditions and policies. Each winner should also safeguard the Subway® gift card as he/she would any other valuable item. Each Subway® gift card will be voided if it is used without permission, altered, or defaced. The physical Subway® gift card is usable up to its balance only to purchase goods or services at participating Subway® Restaurants in the U.S. and Canada, online at www.subway.com or through the Subway® App.

All details of a Prize not specified herein shall be determined solely by Sponsor.

7. **DETERMINATION OF WINNERS AND JUDGING CRITERIA:**

WINNERS OF FINALISTS PRIZES

All entries that have completed the three-step process prior to the Submission Deadline will be monitored by the Administrator to determine the number of Twitter “Likes” received by the video submission on the Eligible High School’s official Twitter account. One Twitter “Like” per person per Twitter account during the period commencing on March 19, 2018 at 12:01 a.m. EDT through April 22, 2018 at 11:59 p.m. EDT (the “Public Voting Period”), as determined by Sponsor and/or Administrator in its sole discretion. Up to five (5) Eligible High Schools in each of Market #034, #037, #099, #108, #124, and #159 with the most Twitter “Likes” of their submitted video at the end of the Public Voting Period, as determined by the Sponsor in its sole discretion, will be selected as Finalists in the Contest and receive the Finalist Prize.

WINNERS OF GRAND PRIZES

All Finalists' entries will be judged commencing on April 23, 2018 at 12:01 a.m. EDT through April 28, 2018 at 11:59 p.m. by a committee of judges selected by Sponsor, with the support of Contest Entities, based on how well the entry communicated the following characteristics:

- a. Innovativeness (25%),
- b. Quality of Work (25%),
- c. Demonstration of teamwork and community spirit (25%), and
- d. Exemplification of valid principles of wellness and balanced lifestyles (25%).

The grand prize winning Eligible High Schools will be determined by Sponsor on or about April 29, 2018. For each of Market #034, #037, #099, #108, #124, and #159, the Eligible High School with the highest score by the judges, as determined in accordance with the above criteria, will be selected as the winner of the First Place Grand Prize; the Eligible High School with the second highest score by the judges, as determined in accordance with the above criteria, will be selected as the winner of the Second Place Grand Prize; and the Eligible High School with the third highest score by the judges, as determined in accordance with the above criteria, will be selected as the winner of the Third Place Grand Prize. All decisions of the Sponsor are final. The winners will be notified via email or phone call within one (1) week of judging using the information provided with the Submission Form.

8. **CONDITIONS:** The following include some of the important conditions to winning a prize:
 - a. Once the winning Eligible High Schools are notified and announced, the authorized representatives at each winning Eligible High Schools is responsible for ensuring that the prize is delivered to the Eligible High School and utilized by the Eligible High School.
 - b. If a High School is not an Eligible High School, the Eligible High School with the next highest winning criteria as defined above will be awarded the applicable prize, and so forth if such High School is not able to accept the prize.
 - c. No transfer, substitution or division of prizes are allowed. If necessary, due to unavailability of a prize, a prize of equal or greater value will be awarded at the discretion of the Sponsor.
 - d. Acceptance of a prize constitutes permission by an Eligible High School and Eligible Students (or their parent/legal guardian if such Eligible Student is a minor in his/her state of residence) to the Sponsor and their agencies to use Eligible High School's and Eligible Student's names and/or likenesses for purposes of advertising and trade without further compensation, in perpetuity and in any and all media now known or hereafter discovered, unless prohibited by law.
 - e. A High School may be disqualified from participating in the Contest and/or winning a prize for cheating or other bad faith acts in the sole discretion of the Sponsor.
 - f. The winners may be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release within seven (7) days of issuance, and such other documents as Sponsor may require. Failure to return all required documents in this time period may result in the winner being disqualified and an alternate winner being selected.
 - g. If a prize notification is returned to Sponsor as undeliverable or if an entrant is found to be ineligible or declines acceptance of the Prize for any reason, an alternate winner will be selected.
 - h. Prizes are not transferable, assignable or redeemable for cash.
 - i. All federal, state, and local tax liabilities are the sole responsibility of the winners.
9. **CONDUCT OF PARTICIPATION:** By entering the Contest, Eligible Student affirms that he or she has read and agrees to abide by the Official Contest Rules and the decisions of the judges selected by Sponsor. Sponsor reserves the right to disqualify any entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Contest or the website. The Contest is governed by the laws of the United States and, by entering, all winners and entrants hereby submit to the jurisdiction and venue of the federal, state and local courts located in Connecticut. **ANY ATTEMPT BY AN ENTRANT AND NOMINEE OR ANY OTHER INDIVIDUAL TO**

DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSOR OR THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. LIMITATIONS OF LIABILITY:** Sponsor; Subway Franchisee Advertising Fund Trust, Ltd. on behalf of Market #034, #037, #099, #108, #124, and #159; Doctor's Associates, Inc.; Franchisee World Headquarters, LLC; Subway IP, Inc., Subway® Restaurants; Subway® Franchisees; and each of their respective affiliated entities, affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents, are not responsible for any incorrect or inaccurate entry information, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, postage due or any combination thereof. Sponsor reserves the right to modify, suspend or terminate the Contest in the event that it becomes necessary due to circumstances beyond Sponsor's control. In the event the Contest is terminated early, a winner may be selected from all complete entries received by Eligible High Schools at the time of termination.
- 11. RELEASE OF LIABILITY:** By participating, winners and Eligible Students (if a minor, Eligible Student's parent/legal guardian) agree to release, discharge, indemnify and hold harmless Sponsor; Subway Franchisee Advertising Fund Trust, Ltd. on behalf of Market #034, #037, #099, #108, #124, and #159; Doctor's Associates, Inc.; Franchisee World Headquarters, LLC; Subway IP, Inc., SUBWAY® Restaurants; Subway® Franchisees; and each of their respective affiliated entities, affiliates, subsidiaries, parent corporations, and their officers, directors, employees, representatives and agents from and against any claims made by the winners, Eligible Students, and nominees or any other third parties related in any way to the operation of the Contest, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest.
- 12. WINNERS LIST:** For an Official Winners List (available after June 1, 2018) or a copy of these Official Rules, send a self-addressed, stamped envelope to: "Fresh Fit™" Video Contest - WINNERS - or - OFFICIAL RULES (please specify), c/o The Summit Group, Attn: "Fresh Fit™" Video Contest, 117 W 400 S Salt Lake City, UT 84101. All requests must be received by July 16, 2018.
- 13. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules 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. Winners 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 Contest-related materials, privacy policy or terms of use on the website and/or the terms and conditions of the Official Rules, the Official Rules as stated on website shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

14. PRIVACY/USE OF PERSONAL INFORMATION: Administrator and/or Sponsor, may gather Personal Information provided by Eligible Student during the Contest Period. Personal Information may include, but is not limited to: name (full name or first initial and last name), maiden name, nickname, email address, home address, home postal code, home telephone number, mobile telephone number, date of birth, Social Security Number and/or Identification Number, photographic images (especially of face or other identifying characteristics, or other identifying characteristics such as eye, skin, and hair color, facial features, and personal marks such as tattoos, birthmarks, moles and scars) and video or voice recording. This information is only collected when volunteered by Eligible Student. By participating in the Contest, Administrator and/or Sponsor, feel that Eligible Student should know how Administrator and/or Sponsor, collects, protects, uses, and shares Eligible Student's Personal Information. By participating in the Contest, Eligible Student hereby consents to the collection, use, and disclosure of Personal Information provided by Eligible Student to Administrator and/or Sponsor, solely in connection with these Official Rules. Upon entering the Contest, Administrator and/or Sponsor may ask Eligible Student to Opt-In (which requires Eligible Student's express consent), in order to receive specific information from Administrator and/or Sponsor. Eligible Student further acknowledges that Eligible Student has read, understands, and accepts, SFAFT's Privacy Statement located at: <http://www.subway.com/en-us/legal/privacystatement-fsb>. SFAFT, on behalf of Market #034, #037, #099, #108, #124 and #159, has the role in the Contest limited to promoting the Contest. SFAFT on behalf of Market #034, #037, #099, #108, #124 and #159, hired The Summit Group to run and administer the Contest. The Summit Group's role is limited to drafting the rules of the Contest, conducting the selection and verification of winning Eligible High Schools from entrants during the Contest Period, as well as being the prize fulfiller for the Contest. SFAFT on behalf of Market #034, #037, #099, #108, #124 and #159, urges Eligible Student to review The Summit Group's full privacy practices and procedures located on their website at: www.summitslc.com/privacy.html or any other Promotional Partners listed in these Official Rules.

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

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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