THE SUBWAY® FOOTLONG PASS PROGRAM

TERMS AND CONDITIONS

YOU MUST BE A SUBWAY MYWAY® REWARDS MEMBER, A LEGAL RESIDENT OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA, AND EIGHTEEN (18) YEARS OF AGE OR OLDER TO PURCHASE A PASS.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

VALID WHILE SUPPLIES LAST.

The Subway® Footlong Pass Program ("Program") is sponsored by Subway MyWay LLC, LLC ("Sponsor"), 325 Sub Way, Milford, CT 06461, and is administered by Prize Logic, LLC ("Administrator"), Two Towne Square, Suite 200, Southfield, MI 48076.

1. **PROGRAM PURCHASE PERIOD:** The Program purchase period begins at 8:00 AM Eastern Time ("ET") on August 24, 2022 and ends at 7:59:59 AM ET on August 26, 2022, but is only available while supplies last ("Program Purchase Period"). Sponsor reserves the right to modify or terminate the Program Purchase Period at any time.

2. **ELIGIBILITY:** The Program is open to Subway MyWay® Rewards members who are legal residents of the fifty (50) United States (excluding Iowa) and the District of Columbia, who are at least eighteen (18) years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). If participant is not a Subway MyWay® Rewards member, he/she can create one for free by visiting https://order.subway.com/en-US/signup?url=/en-US. Participant must agree to the Subway MyWay® Regards terms upon becoming a member. Void in Iowa and where prohibited or restricted by law. Participation in the Program constitutes participant's full and unconditional agreement to these Terms and Conditions.

3. **HOW TO PARTICIPATE IN THE PROGRAM:** Participant must be a Subway MyWay® Rewards member to participate. If participant is not a Subway MyWay® Rewards member he/she can become a member for free by visiting https://order.subway.com/en-US/signup?url=/en-US. Once a member, during the Purchase Period, a participant must visit https://www.subwayfootlongpass.com/ ("Website") and complete and submit the registration page including but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Participant must then follow the instructions to enter a valid credit card and agree to be charged $15 ("Purchase") by 7:59:59 AM ET on August 26, 2022, or until all Passes (defined below) are claimed.

4. **WHAT YOU GET:** Subject to verification and valid payment, a valid credit card, participant will be sent a pass (each a "Pass") that includes thirty (30) digital offer codes, each for 50% off one (1) footlong sub will be sent to participant's Subway MyWay® Rewards account (one [1] digital offer code will sent each day for thirty (30) days from September 1, 2022 through September 30, 2022). Passes are redeemable at participating Subway® restaurants. **From September 1, 2022 through September 30, 2022, each digital offer code will be sent to participant in his/her Subway MyWay® Rewards account at 12:00 AM ET on each calendar day and will expire at 11:59:59 PM on each calendar day**. Terms and conditions of the Pass apply. Footlong offerings are subject to availability at individual participating Subway® restaurants. Digital coupons are redeemable at participating restaurants for

Subway® App/online orders only. Additional charge for add-ons. Cannot be combined with other offers. Excludes Footlong PRO® & Wraps. **There is a limit of one (1) Pass per person.** The approximate retail value of each Pass is $15. Passes are subject to availability and only available while supplies last. No more than ten thousand (10,000) Passes are available in the Program.

Passes are non-transferable. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Pass of equal or greater value in case of unavailability of a Pass or force majeure. Coupons have no cash value. Passes are void if sold, reproduced, or altered and where prohibited. Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Pass received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility. Refunds are determined by Sponsor in its sole discretion.

5. **LIMITATION OF LIABILITY:** By participating in this Program, participants agree that the Program Entities, and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Passes or Program related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Program; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

   By participating in the Program, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the participant's requests, participation or inability to participate in the Program or using the Pass; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, 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 Pass (or any component thereof); (d) any change in the Pass (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Pass (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM IS 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.

6. **DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. 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 JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PURCHASE PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

7. **PRIVACY POLICY:** Your personal information will be treated in accordance with Sponsor's Privacy Statement, which is available at THE SUBWAY GROUP PRIVACY STATEMENT. Sponsor may send you confirmation emails related to their purchase of the Pass.

8. **GENERAL:** This Program is subject to all federal, state and local laws and regulations. Receiving a Pass is contingent upon fulfilling all requirements set forth herein. Program valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Passes have no cash value. Any attempted form of participation

in this Program other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Program. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PROGRAM OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM 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 FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail.

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