# Subway® Sink-A-Sub® Promotion Minimal Terms and Conditions

AU/NZ citizens/permanent residents 18+ only. Between 6pm (AEDT) 16/10/22 & 11.59pm (AEDT) 4/12/22 which is 8pm (NZDT) 16/10/22 & 1.59am 5/12/22 (NZDT), buy any Subway® sub (excl. Mini Sub), Salad or Wrap & any drink in 1 transaction from participating Subway® restaurants to get valid receipt w/ unique code/QR code (if stocks remain), login/setup Subcard® in Subway® app, locate entry page, scan QR code or enter unique code to add game token & play for a chance to win. Keep original itemised receipt/s or card/s w/ unique code/QR code. AU: Over 3M prizes/ NZ: Over 1M prizes, types of prizes include: food, vehicle (1 x AU/1 x NZ), gift cards, appliances, experiences, electronics and gaming, digital subscriptions. Must claim food prizes within 14 days & mass tier/mid tier non-food prizes within 1 mth of being awarded. Redemption instructions stored in Subway® app & reward email. If requested & to avoid forfeiting prize winners must confirm their postal address within 4 weeks &/or must supply image of valid receipt within 1 week for validation. All winners notified in writing. See subway.com/sinkasub on 23/1/23 for winners of prizes over \$250. Prizes forfeited if not claimed by date specified in full terms. See website for full Ts&Cs incl. privacy statement. Promoters: Subway Franchisee Advertising Fund of Australia Pty Ltd (ABN 21 071 190 317), L9, Transport House, 230 Brunswick St, Fortitude Valley QLD 4006 & Subway Franchisee Advertising C/-Lvl 1, 8-12 Clyde Rd, Browns Bay, Auckland 0630, NZ. Authorised under: ACT TP 22/01365, SA T22/1073, NSW TP/01246. \*© 2022 Subway IP LLC.

# Subway® Sink-A-Sub® Promotion Terms and Conditions – Version 2 – 24 October 2022 – Update to Schedule 4 Additional Partner Terms and Conditions Attaching to Non-Food Prizes

Promoter	Australia: Subway Franchisee Advertising Fund of Australia Pty Ltd (ABN 21 071 190 317) Level 9, Transport House, 230 Brunswick Street, Fortitude Valley QLD 4006.		
	<b>New Zealand:</b> Subway Franchisee Advertising C/-Level 1, 8-12 Clyde Road, Browns Bay, Auckland 0630, New Zealand.		
	For the avoidance of doubt, Coca-Cola Europacific Partners NZ Limited and Coca-Cola Europacific Partners Limited are not the promoter of the promotion. Any Coca-Cola brand names, logos and/or materials are used for the purposes of promotion and/or prize descriptions only and such use is not intended to suggest or imply Europacific Partners' sponsorship of this Promotion.		
Administrator	TLC Marketing Worldwide Australia & NZ Pty Ltd, (ABN 75 622 802 180) of Level 28, 161 Castlereagh Street, Sydney NSW 2000, ( <b>TLC</b> ). All correspondence regarding this Promotion should be directed to this address with a copy to the Promoter.		
Promotion	The Promoter of this Promotion has hired the Administrator to administer the Promotion. <b>Purchase Period:</b> 6pm (AEDT) on 16/10/2022 to 11.59pm (AEDT) on 04/12/2022, which is		
Key Dates	8pm (NZDT) on 16/10/2022 to 1.59am 05/12/2022 (NZDT) or until game token stocks run out.		
	Claim Period: 6pm (AEDT) on 16/10/2022 to 11.59pm (AEDT) on 11/12/2022, which is 8pm (NZDT) on 16/10/2022 to 1.59am 12/12/2022 (NZDT).		
	Redemption Period:		
	i. Mass-tier food prizes: 6pm (AEDT) on 16/10/2022 to 11.59pm (AEDT) on 25/12/2022, which is 8pm (NZDT) on 16/10/2022 to 1.59am 26/12/2022 (NZDT) or 14 days from the date it is awarded, whichever is sooner.		
	ii. Mass-tier non-food prizes: 6pm (AEDT) on 16/10/2022 to 11.59pm (AEDT) on 11/01/2023, which is 8pm (NZDT) on 16/10/2022 to 1.59am 12/01/2023 (NZDT) or 1 month from the date it is awarded, whichever is sooner, unless otherwise specified.		
	iii. Please refer to schedule 3 for the redemption periods of Mid-tier, Top-tier and Grand Prizes.		
Who can enter?	Only Australian and New Zealand citizens and permanent residents who are aged 18 and over.		
	Participation in this promotion is deemed acceptance of these Terms and Conditions.		
Who can't	Directors, officers, management and employees (and their immediate families) of:		
enter?	(a) the Promoter; and		
	(b) the agencies, companies or participating Subway® restaurants including Franchise Owners, Subway® Sandwich Artists™ and their operating entity associated with this promotion; and		
	(c) the Administrator, prizes suppliers and providers parties who have influence over the allocation of rewards.		
	(collectively, the <b>Promotion Entities</b> ), are ineligible to participate in this Promotion,		
	Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.		
	All persons aged under 18 years are ineligible participate in this Promotion. If you are under 18 years old your entry/ies will be deemed invalid and you will lose any right to any Prize.		
Where will the	This promotion will run in participating Subway® restaurants which are displaying promotional material ( <b>Restaurant/s</b> ) in Australia ( <b>AU</b> ) and New Zealand ( <b>NZ</b> ).		

promotion				
run? Website	www.subway.com/sinkasub			
Qualifying Purchase	Purchase in one transaction either: a Subway Wrap; <b>and</b> a bottled or post mix drink* (variet			
	For the avoidance of doubt, a Qualifying Purchase does not include a Mini Sub.			
	*The drink varieties included in a Qualifying Purchase are as set out below and include all post mix varieties as available in the individual Restaurant/s where the Qualifying Purchase is made:  • 390ml Coke/Coke No Sugar; • 500ml Barista Bros Double Espresso Iced Coffee/Mocha/Iced Chocolate; • 330ml Cascade Ginger Beer / Cascade Lemon Lime & Bitters; • 600ml Coke / Coke No Sugar / Coke Diet / Coke No Sugar Vanilla / Coke Vanilla / Coke Zero; • 420ml Coke / Coke No Sugar; • 500ml Deep Spring Orange/Passionfruit (Low Sugar); • 600ml Fanta Orange; • 500ml Glaceau Vitamin water A/O Mixed Berry; • 350ml Keri Orange; • 600ml Lift HH Lemon; • 330ml MOJO Ginger / MOJO Passionfruit; • 275ml Most Sparkling Apple Blackcurrant; • 450ml Mt Franklin Lightly Sparkling Water; • 600ml Mt Franklin Spring Water; • 600ml Mt Franklin Spring Water; • 600ml Powerade Flo Berry Ice / Powerade Flo Mountain Blast / Powerade Zero; • PET Mountain Blast (NEW)750ml Pump Lime PET; • 400ml Pump Mini; • 750ml Pump Water / Pump Water Berry Blast; • 650ml Pumped Sparkling Water;			
	<ul> <li>600ml L&amp;P</li> <li>250ml Keri Kids Apple Blackcurrant;</li> <li>275ml Most Apple/Orange; and</li> <li>275ml Most Apple Orange Mango.</li> </ul> Qualifying Purchases may be made at participating Subway® Restaurants, either in-			
	restaurant, online via the Subway® App or third-party delivery services available in your area.  Qualifying Purchases may also be made at participating Subway® Restaurants located inside OTR Petrol Stations and Convenience Stores in South Australia ( <b>OTR Locations</b> ).  Please refer to Schedule 5 for a full list of OTR Locations.			
	Each <b>Qualifying Purchase</b> will be issued a Valid Receipt with both a Unique Code and QR Code or a Valid Card with a Unique Code for Qualifying Purchases made at OTR Locations for obtaining the following game tokens:			
	Qualifying Purchase	Number of game tokens per purchase		
	Any Subway 6-Inch® sub or Salad or Wrap with a drink.	2		
	Any Subway Footlong® sub or Salad or Wrap with a drink.			
	A maximum of up to 18,000,000 (13,500,000 in AU and 4,500,000 in NZ) game tokens will be issued by Subway® Restaurants.			
Entry Instructions	To enter, you must, during the Claim Period:  (a) After making a Qualifying Purchase in accordance with these Terms and Conditions and collecting your itemised purchase receipt (Valid Receipt) with a Unique Code and QR code printed or scratch card (Valid Card) from OTR Locations with a Unique			

# Code printed: (i) if you are an existing Subcard® member, simply login to your Subway® App, scan the QR Code and follow the next step to obtain your game tokens; or (ii) if you are not an existing Subcard® member, you can scan the QR Code on the receipt to download, install and sign up to a Subcard® account on the Subway® App; then (b) locate the Sink-A-Sub® entry page in the Subway® App; scan the same QR code or type in the unique code printed on the Valid Receipt to (c) obtain your game tokens; and follow the prompts to provide all other requested information to access the game (d) menu and play the "Sink-A-Sub®" game for your chance to win a prize. See 'Game Play' section below for game instructions. Each game token equals a "round" of game play. Multiple Qualifying Purchases are permitted, subject to the following: only one (1) itemised Valid Receipt/Valid Card per entry is permitted; (ii) each entry must be submitted separately and in accordance with entry requirements of these Terms and Conditions; and the same Valid Receipt /Valid Card cannot be used more than once. (iii) The Promoter or TLC is not responsible if your mobile device/tablet is not sufficiently capable for the purpose of submitting an entry, playing the game or redeeming a prize, including having the requisite photograph capability. **Game Play** Players must "hit and sink" a Sub in order to win a Prize. If you "miss" a Sub, you will not win any prize. How to play: To start playing, you will need to add the game tokens from your Valid Receipt to (a) your account to gain in-game shots (each a Meatball). One game token will give you one Meatball; (i) (ii) Once you are introduced to the game screen, pull the Meatball slingshot back to make your "shot", target a Sub to "hit and sink" it; (b) if you "miss" your "shot", that is, the "shot" does not hit a Sub the "round" is over and a losing message will be revealed. You will need to add a new Meatball to start a new "round" until all in-game meatballs are used up. if you "hit and sink" a Sub with your "shot", you will win a prize and the "round" is over; (c) a randomly allocated prize will be revealed. You can then start a new "round" until all Meatballs are used up. If you run out of Meatballs, an additional game token will allow you to start a new round of game play. This can be obtained by making another Qualifying Purchase. For the avoidance of doubt, each "round" of game play will end when a game result message

# How are prize/s awarded?

is revealed.

Any player who "hits and sinks" a Sub will win a prize from the relevant prize pool listed in the "What can I win?" section.

The prize will either be a Mass-tier, Mid-tier, Top-tier or Grand Prize.

Prizes will be allocated at random during the Claim Period by a computerised random system at Simplicity Australasia Ltd (ABN 90 255 062 986), Unit C3, 27-29 William Pickering Drive, Rosedale, Auckland 0632, New Zealand.

If you are a winner of a food prize (non OTR Locations):

- You will get a return online message with a button for you to click and view your Subway® eVoucher which will later be stored in the 'Offers' section of your Subway® App for redemption via in app Click & Collect ordering only.
   Your Subway® eVoucher code will expire in 14 days from the date that it is awarded and must be redeemed within the applicable Redemption Period.
- (c) When ready to redeem, login to your Subway® App and apply the offer to your Click & Collect order via the Subway® app. Not redeemable for in-restaurant or other third-party delivery orders.

If you are a winner of a food prize (OTR Locations):

- (a) You will get a return online message with a button for you to click and view your Subway® eVoucher which will later be stored in the 'Offers' section of your Subway® App for redemption.
- (b) Your Subway® eVoucher code will expire in 14 days from the date that it is awarded and must be redeemed within the applicable Redemption Period.
- (c) When ready to redeem, return to the OTR Location where you made the Qualifying Purchase, show the Sandwich Artist® your Subway® eVoucher in the 'Offers' section of your Subway® App and give the Valid Card to the Sandwich Artist® to redeem your food prize.

If you are a winner of a non-food prize:

- (a) You will get a return online message through the Subway® App acknowledging your entry and informing you if you have won or provisionally won a prize; and
- (b) if so, details on how to claim or verify your entry before claiming your prize will be sent to your nominated email.

Non-food prize winners will be sent a Prize Confirmation Email (**Prize Confirmation Email**) to their nominated email address provided when they became a Subcard® member. The Prize Confirmation Email will contain details and instructions on how to redeem their Prize/s.

Mass-tier (non-food) prizes will expire 1 month from the date that they are awarded, unless specified otherwise. Physical non-food prizes will be delivered to your nominated postal address with the exception of the Grand Prize. You must confirm your postal address within 4 weeks of receiving the Prize Confirmation Email otherwise the prize may be forfeited with no compensation payable.

Please refer to Schedule 3 (page 14) for the details and instructions on redeeming your non-food prizes.

#### Prize Currency Total prize pool

win?

All prize values for prizes that are Vouchers are to be considered in their local currency.

The Mass-tier non-food prize pool is up to \$128,042,225 in AU / \$52,641,925 in NZ. The Mass-tier food prize pool is up to \$1,820,325 in AU / \$624,850 in NZ.

The Mid-tier prize pool is up to \$48,406.40 in AU / \$23,184.78 in NZ.

The Top-tier prize pool is up to \$84,119 in AU / \$38,038 in NZ.

The Grand prize pool in is up to \$29,740 in AU / \$37,190 in NZ.

Total prize pool in AU is up to \$130,024,815.40. Total prize pool in NZ is up to \$53,365,187.78.

#### What can I

There are over 4,000,000 prizes available (over 3,000,000 in AU and over 1,000,000 in NZ) as set out below

In AU there will be 3,209,785 Mass-tier Prizes (2,759,785 non-food prizes and 450,000 food

In AU there will be 3,209,785 Mass-tier Prizes (2,759,785 non-food prizes and 450,000 food prizes), 185 Mid-tier prizes, 61 Top-tier prizes and 1 Grand prize as set out below (each, a **Prize**), as follows:

	Prize Type	Prize	Value of each prize in \$AUD	Number of prizes available (up to)	Total prize value in \$AUD
l	Grand Prize	Mitsubishi ASX LS 2WD 2.0L CVT Auto White	\$29,740.00	1	\$29,740.00
		Beko Kitchen Appliance Suite	\$4,996.00	1	\$4,996.00

		Totals:	3,210,032	\$130,024,815.40
	Free Subway® Footlong sub® at participating Subway® restaurants	\$10.73	22,500	\$241,425.00
food prizes	Free 600ml Coca Cola Drink Variety at participating Subway® restaurants	\$3.82	187,500	\$716,250.00
Mass-tier	Free Subway® toastie at participating Subway® restaurants	\$2.68	187,500	\$502,500.00
	Free Subway® 6-Inch sub® at participating Subway® restaurants	\$6.86	52,500	\$360,150.00
	One Free Game on Virtual Escaping	\$40.00	210,000	\$8,400,000
	\$10 Menulog Voucher	\$10.00	15,000	\$150,000.00
	\$15 Menulog Voucher	\$15.00	5,625	\$84,375.00
	\$20 Experience Oz Voucher	\$20.00	114,130	\$2,282,600.00
	\$20 off \$100+ spend for Surf Dive 'n Ski	\$20.00	337,500	\$6,750,000.00
	Free Photo Book by Snapfish	\$22.95	337,500	\$7,745,625.00
non-food prizes	2-month Readly Magazine Subscription	\$23.98	337,500	\$8,093,250.00
Mass-tier	\$25 Subway® eGift Card	\$25.00	30	\$750.00
	3 months free access to The Mindfulness App	\$45.00	337,500	\$15,187,500.00
	1 Months Free Yogaia App Membership	\$24.99	337,500	\$8,434,125.00
	\$50 Beko Home Appliance Voucher	\$50.00	75,000	\$3,750,000.00
	Annual Go Gamers Premium Membership	\$88.00	337,500	\$29,700,000.00
	\$100 Beko Home Appliance Voucher	\$100.00	15,000	\$1,500,000.00
	Annual Access to WithU Fitness App	\$119.88	300,000	\$35,964,000.00
	Double Cinema Pass	\$50.00	38	\$1,900.00
	Annual Access to The Mindfulness App	\$89.99	7	\$629.93
	\$100 JB Hi-Fi eGift Card	\$100.00	7	\$700.00
	High Sierra Academy 3.0 Eco Backpack	\$115.00	19	\$2,185.00
	12-month Readly Magazine Subscription	\$143.88	10	\$1,438.8
prizes	JBL Tune230 TWS Headphones	\$149.95	7	\$1,049.65
Mid-tier	Free Annual Yogaia App Subscription	\$269.91	7	\$1,889.37
	JBL Flip 6 Speaker	\$169.95	7	\$1,189.65
	\$200 Surf Dive 'n Ski Gift Card	\$200.00	7	\$1,400.00
	Beko Air Purifier	\$299.00	19	\$5,681.00
	Beko Vacuum Blender	\$299.00	19	\$5,681.00
	Beko Espresso Coffee Machine	\$599.00	19	\$11,381.00
	Beko PowerClean Stick Vacuum	\$699.00	19	\$13,281.00
	Free Subway® For A Year	\$800.00	4	\$3,200.00
Top-tier prizes	V8 Supercar Driving Experience	\$250.00	19	\$4,750.00
	Mountain Bike from BikesOnline  Flat Screen TV from JB Hi-Fi	\$1,000.00	4	\$4,000.00
	2022 Polygon Siskiu D6 Dual Suspension	\$1,999.00	15	\$29,985.00
	Beko Fridge Freezer	\$1,099.00	4	\$4,396.00
	Free Menulog for a Year	\$2,080.00	10	\$20,800.00

In NZ there will be 1,069,925 Mass-tier Prizes (919,925 non-food prizes and 150,000 food prizes), 65 Mid-tier prizes, 24 Top-tier Prizes and 1 Grand prize as set out below (each, a **Prize**), as follows:

Prize Type	Prize	Value of each prize in \$NZD	Number of prizes available (up to)	Total prize value in \$NZD
Grand Prize	Mitsubishi ASX LS 2WD 2.0L CVT Auto White	\$37,190.00	1	\$37,190.00
	Beko Kitchen Appliance Suite	\$7,296.00	1	\$7,296.00
Top-tier prizes	Beko Laundry Appliance Suite	\$5,098.00	1	\$5,098.00
•	Free Menulog for a Year	\$2,080.00	5	\$10,400.00

	Beko Fridge Freezer	\$1,699.00	1	\$1,699.00
	Mountain Bike from Trek Bicycles New Zealand	\$1,899.00	5	\$9,495.00
i	Flat Screen TV from JB Hi-Fi	\$1,000.00	1	\$1,000.00
	V8 Supercar Driving Experience	\$250.00	9	\$2,250
	Free Subway® For A Year	\$800.00	1	\$800.00
	Beko PowerClean Stick Vacuum	\$999.00	6	\$5,994.00
	Beko Espresso Coffee Machine	\$899.00	6	\$5,394.00
	Beko Vacuum Blender	\$499.00	6	\$2,994.00
	Beko Air Purifier	\$499.00	6	\$2,994.00
	\$200 Amazon Surf Gift Card	\$200.00	3	\$600.00
	JBL Flip 6 Speaker	\$199.95	3	\$599.85
Mid-tier	Free Annual Yogaia App Subscription	\$298.60	3	\$895.80
prizes	JBL Tune230 TWS Headphones	\$199.95	3	\$599.85
	12-month Readly Magazine Subscription	\$227.88	5	\$1,139.40
	High Sierra Academy 3.0 Eco Backpack	\$129.00	6	\$774.00
	\$100 JB Hi-Fi eGift Card	\$100.00	3	\$300.00
	Annual Access to The Mindfulness App	\$99.96	3	\$299.88
	Double Cinema Pass	\$50.00	12	\$600.00
	Annual Access to WithU Fitness App	\$179.88	100,000	\$17,988,000.00
	\$100 Beko Home Appliance Voucher	\$100.00	5,000	\$500,000.00
	Annual Go Gamers Premium Membership	\$98.00	112,500	\$11,025,000.00
	\$50 Beko Home Appliance Voucher	\$50.00	25,000	\$1,250,000.00
	1 Months Free Yogaia App Membership	\$28.11	112,500	\$3,162,375.00
	3 months free access to The Mindfulness App	\$49.98	112,500	\$5,622,750.00
Mass-tier	2-month Readly Magazine Subscription	\$37.98	112,500	\$4,272,750.00
non-food prizes	\$25 Subway® eGift Card	\$25.00	10	\$250.00
	Free Photo Book by Snapfish	\$22.95	112,500	\$2,581,875.00
	\$20 off \$100+ spend for Amazon Surf	\$20.00	112,500	\$2,250,000.00
	\$20 Experience Oz Voucher	\$20.00	38,040	\$760,800.00
	\$15 Menulog Voucher	\$15.00	1,875	\$28,125.00
	\$10 Menulog Voucher	\$10.00	5,000	\$50,000.00
	One Free Game on Virtual Escaping	\$45.00	70,000	\$3,150,000
	Free Subway® 6-Inch sub® at participating Subway® restaurants	\$7.79	17,500	\$136,325
Mass-tier	Free Subway® toastie at participating Subway® restaurants	\$2.61	62,500	\$163,125
food prizes	Free 600ml Coca Cola Drink Variety with at participating Subway® restaurants	\$3.83	62,500	\$239,375
	Free Subway® Footlong sub® at participating Subway® restaurants	\$11.47	7,500	\$86,025
		Totals:	1,070,015	\$53,365,187.78

All price values refer to the Recommended Retail Price (RRP) in local currencies.

Refer to schedules 1 to 4 (inclusive) of these Terms and Conditions (pages 12 to 27) for additional terms and conditions for each Prize.

# How many times can I enter?

You can enter multiple times, provided you only enter once per Qualifying Purchase and per Unique Code/QR code. Each entry must be submitted separately in accordance with these Terms and Conditions.

# Valid Receipt

For the avoidance of doubt, there are maximum of four (4) unique codes/QR codes per Valid Receipt. If there are more than four (4) Qualifying Purchases per Valid Receipt, the last QR code/unique code will contain the collective total of remaining tokens earned from that Valid Receipt (based on the Qualifying Purchases made by the entrant).

Valid Card (OTR Locations only)

### For the avoidance of doubt, there is one (1) unique code containing two (2) tokens per Valid Card, Entrants will receive the number of card/s based on the Qualifying Purchase/s. How and If you are a winner of any Prize, you will get a return online message on the Subway® App when will acknowledging your entry and informing you if you have won or provisionally won a Prize and winner/s be if so, details on how to verify your entry and claim your Prize. informed? Grand Prize, Top-tier Prize and Mid-tier Prize winners valued over \$250 will also be notified by email and/or phone within seven (7) days of determination and will have their last name. initial, postcode and state/territory/region of residence published on the Website on 06/02/2023 for a period of 30 days. Proof of You must keep the Valid Receipt/s and Valid Card/s (where applicable) for the Qualifying purchase Purchase(s) as proof of purchase for all entries. It is your sole responsibility to request for proof of purchase at the time of purchase. Your Valid Receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Purchase Period before you submitted your entry). If a Valid Receipt is not available, you must provide proof of purchase to the Promoter or TLC's satisfaction. If proof of purchase is not available when asked, the Promoter or TLC may disqualify your entry/ies and you will lose any right to a Prize. If, in the Promoter or TLC's opinion, you have shared any Valid Receipt/ Valid Card with another person, your entry/ies will be deemed invalid, and you will lose any right to a Prize. Unclaimed Mass-tier food prize last redemption date: Within 14 days from the date that it is awarded or by 25/12/2022 in AU and 26/12/2022 in NZ, whichever is sooner. Prize/s Mass-tier non-food prizes. Mid-tier. Top-tier and Grand prize last redemption date: 11.59pm (AEDT) on 15/01/2023, which is 1.59am (NZDT) on 16/01/2023, or unless specified. Unclaimed Grand, Top-tier or Mid-tier (for prizes valued at \$250 or above) prize determination: 3.30pm (AEDT) 16/01/2023, which is 5.30pm (NZDT) on 16/01/2023 at TLC. If a Grand, Top-tier or Mid-tier Prize is not won during the Claim Period or has not been accepted or claimed by the Grand, Top-tier or Mid-tier Prize claim date above or if, after making all reasonable attempts, the Promoter or TLC cannot contact a Grand, Top-tier or Mid-tier Prize winner (or a Grand, Top-tier or Mid-tier Prize winner does not contact the Promoter or TLC) by the Grand, Top-tier or Mid-tier Prize claim date above, the relevant entry/ies will be discarded and the Promoter or TLC will carry out an unclaimed Grand, Toptier or Mid-tier (for prizes valued at \$250 or above) Prize draw at the date, time and place stated above to randomly distribute the Grand, Top-tier or Mid-tier (for prizes valued at \$250 or above) Prize/s in descending order of value amongst valid entrants\* who (if possible) have not already won an unclaimed Grand. Top-tier or Mid-tier (for prizes valued at \$250 or above) Prize. For the avoidance of doubt, any un-won or unclaimed Mass-tier, Mid-tier Prizes and Top-tier Prizes valued at \$250 or below will not be included in the unclaimed Prize draw. Any remaining Prizes at the end of the Claim Period will be forfeited from the relevant prize pool. Any provisional winner/s will be informed via their nominated email address that they have provisionally won an unclaimed Prize within seven (7) days of determination. Provisional winners will have 30 days to respond, accept and provide details to receive their Prize. In the event the provisional winner is ineligible, unreachable or unable to accept the Prize or declines to participate within the same 30 days, the reserve winner will be contacted. Any Grand, Top-tier or Mid-tier (for Prizes valued at \$250 or above) Prize winner will have their last name, initial, postcode and state/territory/region of residence published on the Website on 06/02/2023 for a period of 30 days. In the event that a Prize is not awarded from the advertised prize pool, this information will be published on the Website on 09/03/2023. \*Each claimed token will be automatically count as one valid entry to the Unclaimed Prize Draw. Each valid entrant could have multiple valid entries to the draw. Collection If you are a winner, you must consent to take part in all publicity, photography and other promotional activity as the Promoter or TLC reasonably requires, without any compensation. and use of your personal information

You consent to the Promoter or TLC using your name (either first name or first name and first initial of surname or first name and surname), suburb, Prize won and image in any promotional or advertising activity relating to this promotion. This includes, but is not limited to, any social media materials or any electronic direct mail marketing which advertises prize/s won in the promotion. By participating in the promotion, you consent to the Promoter's, TLC's or authorised agents' collection, use, and disclosure of your personal information for the purposes of administering the promotion and Prize fulfillment. You acknowledge that you have read, understood and accepted the Promoter and TLC's Privacy Statements, which provide more information about Promoter and TLC's privacy practices and is located for Australia at: https://www.subway.com/en-AU/Legal/PrivacyStatement-FWH; and for New Zealand at: https://www.subway.com/en-NZ/Legal/PrivacyStatement-FWH; and for TLC Marketing Worldwide Australia & NZ at: https://www.tlcmarketing.com/australasia/legals/. The Privacy Statements also include information about: how to seek access to the personal information the Promoter or TLC hold about (a) you and seek correction of the information; and how to complain about a privacy breach and how the Promoter or TLC will deal (b) with such a complaint. You may be offered the optional opportunity to receive coupons, newsletters, informational materials, marketing communications, or other special promotions, or other offers from the Promoter or TLC, affiliates within the Subway® Group, and/or third-party service providers. You will not be contacted for marketing purposes unless you have provided your express consent.

Permit numbers

Authorised under:

ACT Permit No. TP 22/01365 SA Licence No. T22/1073 NSW Authority No. TP/01246

These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about Prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions and the Promoter or TLC's decisions and interpretations, which are final and binding in all matters related to the Promotion.

# **Entry**

Your entry must be received during the Purchase Period and will be deemed to be received only when received by the Promoter or TLC. If you return a Qualifying Purchase, your entry may be deemed invalid at the Promoter or TLC's discretion (unless the product is defective). The Promoter or TLC is not liable for any problems with communications networks. You are responsible for your own costs associated with entering including, but not limited to, any additional data rates you incur from your mobile phone provider. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

- Prizes and all elements of Prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter or TLC will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter or TLC, including as to validity periods and those listed in the 'What can I win?' section above.
- The Promoter or TLC is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the Prize.
- In no event will more Grand Prizes than are stated in these Terms and Conditions be awarded. If, for any reason, additional or duplicated Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set out in these Terms and Conditions, the Promoter or TLC reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. No Prize substitution or exchange will be allowed, except by the Promoter or TLC, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize for any reason, subject to any written approval from the relevant regulatory authorities.
- You are responsible for all other unspecified costs related to the Prize, including any costs associated with redeeming, ongoing use of the Prize and including but not limited to internet or

telecommunications services, etc.

#### General

- Any failure by you to comply with the conditions imposed by the Prize supplier(s) may result in the Prize being cancelled or withdrawn without liability for the Promoter or TLC or the respective Prize supplier(s).
- If you or your entry are deemed by the Promoter or TLC to breach these Terms and Conditions, your entry (or at the Promoter or TLC's discretion, all of your entries) may be discarded. The Promoter or TLC may, at any time, require you to produce documentation to establish to the Promoter or TLC's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment, if applicable). Failure by the Promoter or TLC to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
  - (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- The Promoter or TLC is not liable for entries, Prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- If any dispute arises between you and the Promoter or TLC concerning the conduct of this promotion or claiming a Prize, the Promoter or TLC will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter or TLC's decision in connection with all aspects of this promotion is final.
- Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other terms of these Terms and Conditions, all Prizes (and elements of Prizes) must be taken as and when specified or will be forfeited with no replacement. The Prize values are correct as of the time of permit application and include any applicable GST. The Promoter or TLC is not responsible for any change in Prize value. You agree that if a Prize (or element of a Prize) is unavailable for any reason the Promoter or TLC may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 13 By entering, you request that your full address not be published.
- Printing and other quality control errors outside the Promoter or TLC's control will not invalidate an otherwise valid Prize claim. Every Mass-tier Prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- If this promotion cannot run as planned for any reason beyond the Promoter or TLC's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter or TLC may end, change, suspend or cancel the promotion or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities. Where it is practical for it to do so, the Promoter or TLC will notify you of such changes.
- The Promoter or TLC is not responsible for any tax implications arising from you winning a Prize. You should seek independent financial advice. In Australia, if for GST purposes this promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 17 **HELPLINE:** For enquiries re: Subway Sink a Sub® Promotion 2022, consumers may contact the Subway® Guest Care via <a href="mainto:sinkasubANZ@subway.com">sinkasubANZ@subway.com</a> during the Promotional Period, Monday to Friday, excluding Public Holidays in QLD. For enquiries related to Mid-tier, Top-tier and Grand Prizes, consumers may contact TLC on +61 1800 952 474 from 9:30am AEDT and 5:00pm AEDT or email

info@subwaysas.com during the Promotional Period, Monday to Friday excluding Public Holidays in NSW.

#### Liability

- Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010 (Cth)* and *the New Zealand Consumer Guarantees Act 1993* (Non-Excludable Guarantees).
- Subject to clause 18, by participating in this Promotion, you agree the Promotion Entities, Subway IP LLC, Franchise Work Headquarters LLC, Subway Systems Australia Pty Ltd, Subway International B.V., Subway® Restaurants, Subway® Franchisees, and each of their 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:
  - (a) lost, late, incomplete, stolen, misdirected postage due or undeliverable email/text notifications or postal mail;
  - (b) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability;
  - garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion;
  - (d) any technical, mechanical, programming, printing or typographical or other error;
  - (e) any incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information;
  - (f) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorised access to the Promoter or TLC; and
  - (g) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Terms and Conditions. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.
- 20 To confirm, by entering the promotion, you agree:
  - (a) to be bound by these Terms and Conditions, including all entry requirements; and
  - (b) that, except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law), including liability under the Non-Excludable Guarantees, the Released Parties are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this promotion or any Prize.
- Subject to clause 18 above, everything regarding this promotion, including each Prize, is provided "as is" without warranty of any kind unless otherwise specified in Schedule 4, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.
- Without limiting the above clauses, the Promoter or TLC and the agencies and companies associated with this promotion are not liable for any lost, stolen, damaged or delay in delivery of any Prizes, or for any damage that occurs to displayed Prizes (where relevant) and do not make any contractual promise or representation regarding the quality of the prizes offered. Unless otherwise specified, Prizes will only be delivered to addresses in Australia or New Zealand.
- This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter or TLC and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

#### Schedule 1 – ADDITIONAL TERMS AND CONDITIONS FOR MASS-TIER FOOD PRIZES:

#### **MASS-TIER FOOD PRIZES**

- a) Each prize is valued in local currency inclusive of GST (if any) based on the recommended retail value at the time of printing. The Promoter takes no responsibility for any variations in the value of a prize.
- b) The maximum number of the Mass-tier Food Prizes given away for this Promotion is up to 600,000 (450,000 in AU and 150,000 in NZ), and the maximum total value of the Mass-tier Food Prizes in the Promotion is up to \$1,820,325 in AU and \$624,850 in NZ. The final number of prizes distributed by the Promoter will be the number of prizes redeemed by the winners.
- c) Mass-tier Food Prizes are valid for the individual food/beverage item(s) listed on the Subway® eVoucher only and cannot be used in combination to claim or discount any other meal or bundle.
- d) Each Mass-tier Food Prize is valid for the particular size, type and flavour of the Mass-tier Food Prize item and is redeemable via a Click & Collect purchase in the Subway® App only and cannot be used in combination to claim or discount any other sizes of food or beverage item.
- e) The Promoter and Subway® Restaurants reserve the right to substitute ingredients of any Mass-tier Food Prize as a result of other variability outside the reasonable control of the Promoter. No requests by a winner to substitute or vary a Mass-tier Food Prize will be accepted.
- f) Any extras added to the Mass-tier Food Prize by the winner in their order may incur additional costs. The Promoter or TLC will not be responsible for the cost of any extra(s) added to the Mass-tier Food Prize by the winner.
- g) Redemption of a Mass-tier Food Prize is subject to availability at each Subway® Restaurant and may not be available at a particular Subway® Restaurant. The Promoter accepts no responsibility for a Mass-tier Food Prize being unavailable at a Subway® Restaurant.
- h) Winners are responsible for ensuring that the Mass-tier Food Prize is consistent with their dietary requirements. Winners may access nutritional information on the Subway® website:

  <a href="https://www.subway.com/en-AU/MenuNutrition/Nutrition">https://www.subway.com/en-AU/MenuNutrition/Nutrition/Nutrition</a> for Australia, or <a href="https://www.subway.com/en-NZ/MenuNutrition/Nutrition">https://www.subway.com/en-NZ/MenuNutrition/Nutrition</a> for Australia, or <a href="https://www.subway.com/en-NZ/MenuNutrition/Nutrition">https://www.subway.com/en-NZ/MenuNutrition/Nutrition</a> for Australia, or <a href="https://www.subway.com/en-NZ/MenuNutrition/Nutrition">https://www.subway.com/en-NZ/MenuNutrition/Nutrition</a> for Australia, or <a href="https://www.subway.com/en-NZ/MenuNutrition">https://www.subway.com/en-NZ/MenuNutrition</a> for New Zealand.

#### Schedule 2 - ADDITIONAL TERMS AND CONDITIONS FOR NON-FOOD PRIZES:

#### **NON-FOOD PRIZES**

- a) The value of each Non-food Prize (Grand, Top-tier, Mid-tier and Mass-tier) awarded for this promotion is stated in local currency inclusive of GST (if any) based on the recommended retail value as of the time of permit application. The Promoter or TLC takes no responsibility for any variations in the value of a prize.
- b) The maximum number of the Non-food Prizes given away for this promotion is up to 3,680,047 (2,760,032 in AU and 920,015 in NZ), and the maximum total value of the Non-food Prizes in the Promotion is up to \$128,204,490.40 AU and \$52,740,337.78 in NZ. The final number of prizes distributed by the Promoter or TLC will be the number of prizes redeemed by the winners.

#### **Schedule 3 - PRIZE REDEMPTION PROCEDURE**

#### 1. Mass-tier Non-food Prizes

- a) For each winner of a Mass-tier Non-food Prize, will receive a Prize Confirmation email on receipt of the randomly allocated prize. The email will include a Voucher Code and instructions on how to redeem the prize.
- b) The Voucher Code will expire on the date indicated on the Prize Confirmation email. All Voucher Codes will be awarded with the understanding the expiry cannot be extended or reissued (refer to Schedule 4 for partner website information).

#### 2. Mid-tier Prizes

- For each winner of a Mid-tier Prize, they will receive a Prize Confirmation Email on receipt of the Mid-tier prize.
- b) For the winning of digital prizes, including but not limited to \$200 Surf Dive n' Ski Gift Cards, 12-month Readly Magazine Subscriptions, Free Annual Yogaia App Subscriptions and Annual Access to The Mindfulness App, the prize will be sent via email to the nominated email address with the instructions on how to redeem. The Voucher Code will expire on the date indicated on the Prize Confirmation email. All Voucher Codes will be awarded with the understanding the expiry cannot be extended or reissued (refer to Schedule 4 for partner website information).
- c) For the winning of all physical prizes including but not limited to, including Beko Air Purifier, JBL Flip 6 Speakers, High Sierra Academy 3.0 Eco Backpacks, winners will be required to confirm their nominated postal address and the prize will be arranged for delivery within 4-8 weeks after the verification. Winners may be provided a tracking number to track the delivery update. IMPORTANT: The winner must confirm their postal address within 4 weeks of receiving the Prize Confirmation Email otherwise the prize may be forfeited with no compensation payable.
- d) For Cinema eVouchers, winners may be required to confirm their nominated residential address and preferred cinema, after the verification, the cinema voucher codes will then be emailed to their nominated email address.

# 3. Top-tier Prizes

- a) For each provisional winner for Top-tier Prizes, they will receive a Prize Confirmation Email confirming they are a provisional winner of the Top-tier prize won.
- b) The provisional winner will be verified within 3 business days. **IMPORTANT**: In order to be eligible to redeem the Top-tier Prize, the provisional winner must be able to supply the image of the **Valid Receipt** within one (1) week of receiving the Prize Confirmation Email if requested for validation otherwise the claim will be deemed ineligible and the prize will be deemed unclaimed.
- c) For the winning of Top-tier Prizes, a nominated agent of TLC may personally call the contact number provided by the provisional winner within three (3) business days (**Top-tier Prize Verification Call**). The nominated agent may call at any time Monday to Friday between the hours of 9:30am (AEDT) and 5:00pm (AEDT), which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW.
- d) During the Top-tier Prize Verification Call, the provisional winner may be requested to provide the relevant information on the winning Unique Code/ QR code, and information that is personal to the provisional winner, including their full name, date of birth, postal address and email address.
  - **IMPORTANT**: If a provisional winner does not receive a Top-tier Prize Verification Call within three (3) business days after receiving the Prize Confirmation Email, they must call the Promotional Helpline on +61 1800 952 474 Monday to Friday between the hours of 9:30am (AEDT) and 5:00pm (AEDT), which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW or email info@subwaysas.com within the next three (3) business days in order to be considered eligible to claim the Top-tier Prize.
- e) After a Top-tier Prize Verification Call has been satisfactorily completed, a nominated agent from TLC may send a declaration form (**Prize Claim Declaration Form**) to the provisional winner's nominated email address within the same business day. The provisional winner must respond with a signed Declaration Form within three (3) business days to be eligible to claim the Top-tier Prize.
- f) **IMPORTANT:** If a provisional winner does not receive the Prize Claim Declaration Form via email within the same business day of the Top-tier Prize Verification Call, they must call the Promotional Helpline on +61 1800 952 474 Monday to Friday between the hours of 9:30am (AEDT) and 5:00pm (AEDT), which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW or email info@subwaysas.com within the next three (3) business days in order to be eligible to claim the Top-tier Prize.

- g) Once the signed Prize Claim Declaration Form is received and verified by the Promoter or TLC, the winner may be required to provide further information, including but not limited to postal address to receive their prize.
- h) For the winning of digital prizes, including but not limited to Free Menulog for a Year and Free Subway® For A Year, the prize will be sent via email after verification. Winners need to follow the instructions on how to redeem their prizes within the expiry date specified in the Prize Confirmation Email.
- i) For the winning of all physical prizes, including but not limited to Beko Kitchen Appliance Suites and Mountain Bikes from Trek Bicycles New Zealand, provisional winners will be required to confirm their nominated postal address and the prize will be arranged for delivery within 4-8 weeks after the verification. Winners may be provided a tracking number to track the delivery update. **IMPORTANT**: The provisional winners must confirm their postal address within 4 weeks of receiving the request to provide such information otherwise the prize may be forfeited with no compensation payable.

#### 4. Grand Prizes

- a) For each provisional winner of a Grand Prize, they will receive a Prize Confirmation Email confirming they are a provisional winner of the Grand Prize won.
- b) The provisional winner will be verified within 3 business days. **IMPORTANT**: In order to be eligible to redeem the Grand Prize, the provisional winners must be able to supply the image of the **Valid Receipt** within one (1) week of receiving the Prize Confirmation Email if requested for validation otherwise the claim will be deemed ineligible and the prize will be deemed unclaimed.
- c) For the winning of all Grand Prizes, a nominated agent of TLC will personally call the contact number provided by the provisional winners within three (3) business days (**Grand Prize Verification Call**). The nominated agent may call at any time Monday to Friday between the hours of 9:30am (AEDT) and 5:00pm (AEDT), which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW.
- d) During the Grand Prize Verification Call, the provisional winner may be requested to provide the relevant information on the winning Unique Code/ QR code, and information that is personal to the provisional winner, including their full name, date of birth, postal address and email address.
- e) **IMPORTANT**: If a provisional winner does not receive a Grand Prize Verification Call within three (3) business days after receiving the Prize Confirmation Email, they must call the Promotional Helpline on +61 1800 952 474 Monday to Friday between the hours of 9:30am (AEDT) and 5:00pm (AEDT), which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW or email <a href="mailto:info@subwaysas.com">info@subwaysas.com</a> within the next three (3) business days in order to be eligible to claim the Grand Prize.
- f) After a Grand Prize Verification Call has been satisfactorily completed, a nominated agent from TLC will send a Declaration Form (**Prize Claim Declaration Form**) to the provisional winner's nominated email address within the same business day to the provisional winner must respond with a signed Declaration Form within three (3) business days to be eligible to claim the Grand Prize.
- g) **IMPORTANT**: If a provisional winner does not receive the Prize Claim Declaration Form via email within the same business day of the Grand Prize Verification Call, they must call the Promotional Helpline on +61 1800 952 474 Monday to Friday between the hours of 9:30am (AEDT) and 5:00pm (AEDT), which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW or email info@subwaysas.com within the next three (3) business days in order to be eligible to claim the Grand Prize.
- h) Once the signed Prize Claim Declaration Form is received and verified by the Promoter or TLC, the winner will be requested to provide all the relevant documentation, including but not limited to photo ID and a driver licence for the partner to register the Grand Prize to be collected by the winner.
- 5. For details of all the Mass-tier Non-food Prizes, Mid-tier, Top-tier and Grand Prizes, please refer to partner terms and conditions listed in Schedule 4 below.
- 6. If an entrant does not receive a Prize Confirmation Email within two (2) days of a claim being made, it is the responsibility of the entrant to call the Promotional Helpline Monday to Friday between the hours of 9:30am (AEDT) and 5:00pm (AEDT), which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW or email info@subwaysas.com.
- 7. Entrants who are in the process of redeeming their prize may be redirected to the website of the respective Promotional Partner (**Promotional Partner Website**) to submit the Voucher Code for the relevant Prize and all other details requested via the Promotional Partner Website, including but not limited to the entrant's name, email address, date of birth, postal address and contact number. Where applicable, entrants must agree to the Promotional Partner's Terms & Conditions for the relevant Prize and satisfy themselves with the

- collection statements and privacy policies of any Promotional Partners, as the Promoter will not accept any responsibility for the collection, use and handling of personal information by Promotional Partners.
- 8. If a winner fails to redeem a Prize in the manner required, as stated in these Terms and Conditions and in the reasonable opinion of the Promoter or TLC, the Prize will be forfeited with no compensation payable.
- 9. For each prize claim that an entrant submits, the entrant must keep their proof of purchase (Valid Receipt) that bears the winning Unique Code/ QR code submitted at the time of claim or entry.
- 10. Incomprehensible, indecipherable and incomplete entries may, at the Promoter's and TLC's discretion, be deemed invalid and not eligible for a Prize.
- 11. The Promoter (including its directors, officers, employees and agents) and TLC reserve the right, at any time, to verify the validity of claims and the entrant (including the entrant's identity, age and place of residence) and reserve the right, in their discretion, to disqualify any individual who they have reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper conduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's and TLC's discretion. The Promoter's and TLC's legal rights to recover damages or other compensation in such circumstances are reserved.
- 12. Failure by the Promoter or TLC to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 13. If a Prize (or part of a Prize) becomes unavailable, for any reason beyond the Promotional Partner or Promoter's reasonable control (as applicable), then a comparable prize (or part of a prize) of equal or greater value will be awarded in lieu, at the Promotional Partner or Promoter's discretion, subject to any written approval of the relevant regulatory authorities.
- 14. All Promotion advertisements depicting prizes, prize descriptions and/or trade mark references are illustrative rather than definitive and do not imply any association with the Promoter.
- 15. It is the responsibility of the winning entrant to use their Prize by any specified expiry date. The Prizes are issued with the understanding that they will not be extended or replaced. Any unused balance of the Prize will not be awarded as cash. Redemption of the Prize is subject to any Terms and Conditions of the issuer.
- 16. Timeframes for delivery indicated in these Terms and Conditions may be affected by circumstances outside of the control of TLC and the Promoter, including, but not limited to strikes, fires, floods, earthquakes, other natural disasters, epidemic, pandemic, government directive, public health orders acts of terrorism, blackouts and the like. TLC and the Promoter will not be liable for delays caused by circumstances outside of its control.
- 17. Should an entrant's contact details change during the Promotion, it is the entrant's responsibility to notify TLC on +61 1800 952 474 between the hours of 9:30am (AEDT) and 5:00pm (AEDT) which is 11.30am (NZDT) and 7:00pm (NZDT) excluding Public Holidays in NSW or email info@subwaysas.com during the Promotion (inclusive) Monday to Friday excluding Public Holidays. A request to access or modify any information provided in claim/entry should be directed to TLC.
- 18. The terms of the Prize are as stated in these Terms and Conditions, and no other representations (written or oral) shall apply. Nothing in these terms affects any statutory rights an entrant may have, including under the Australian Consumer Law or the New Zealand Consumer Guarantees Act 1993.

#### Schedule 4 - ADDITIONAL PARTNER TERMS AND CONDITIONS ATTACHING TO NON-FOOD PRIZES:

#### Grand Prize - Mitsubishi ASX LS 2WD 2.0L CVT Auto White

Grand Prize - Mitsubishi ASX LS 2WD 2.0L CVT Auto White

- Each Grand Prize consists of one (1) Mitsubishi ASX LS 2WD 2.0L CVT Auto White and is valued up to AU\$29,740/ NZ\$37,190 (inclusive of GST and on-road costs). The Promotional Partner for the Grand prize in AU is Mitsubishi Motors Australia Limited (ABN 53 007 870 395); and in NZ is Mitsubishi Motors New Zealand Limited (NZBN 9429039622082)
- The vehicle has an automatic transmission. The Grand Prize will be supplied in White with standard number plates
- 3. White colour is subject to availability and may vary from any Prize image shown. Any vehicles depicted in the promotional material are not necessarily the same colour or grade as the prize vehicle and are for illustration purposes only
- 4. The prize includes standard fittings, twelve (12) months of registration in the winner's place of residence, twelve (12) months of third-party compulsory insurance, on-road costs, stamp duty and dealer delivery costs, dependent on the residential address of the winner
- 5. Comprehensive insurance and any other insurance not stated as included in the prize, operational costs, and any other ancillary costs or accessories not expressly provided are the responsibility of the winner.
- 6. The Promotional Partner will contact a winner to arrange for the collection of the Grand Prize from the Promotional Partner dealership nearest to the winner's usual residential address
- 7. Collection of a Grand Prize is subject to the availability of the vehicle. The winner is responsible for all costs incurred for them to travel to and from the nearest dealership to collect the vehicle
- 8. To be eligible to claim a Grand Prize, the winner must obtain motor vehicle registration of the car in his or her name per the applicable legislation where the vehicle is collected. If a winner is, through any legal incapacity or otherwise, unable to register the Grand Prize in his or her name, then such winner may assign the Grand Prize to another person with legal capacity for the purpose of registration. The Promoter and Promotional Partner take no responsibility for such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the Grand Prize is awarded. In accepting the prize, the winner may be required to sign a legal release in a form to be determined at the Promoter's sole discretion. When the Grand Prize is collected, a winner must provide a valid driver's licence for inspection before the Grand Prize may be driven away from the collection point
- 9. The Promoter and TLC accepts no responsibility for any mechanical, body or paint repairs or repairs of maintenance of any kind relating to the Grand Prize after the date of prize collection by the winner.
- 10. Availability of the Grand prize may be delayed due to COVID-19 or stock-related issues/restrictions (for example, but not limited to manufacturing delays, shipping delays, government restrictions/orders and national/state/overseas border closures). If availability is delayed, the Promoter/TLC will keep the Grand prize winner informed and updated as to when they can expect to receive the Grand prize. Alternatively, due to availability issues, the Promoter/TLC may, at their absolute discretion, offer the Grand prize winner an alternative cash prize

#### **Top-tier Prizes**

#### **Beko Kitchen Appliance Suite**

- The Promotional Partner for the Beko Kitchen Appliance Suite is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- 2. Each Beko Kitchen Appliance Suite Prize consists of one (1) x Bottom Mount Fridge Freezer, one (1) x Dishwasher, one (1) x Freestanding Cooker (Multi-Function Oven with Induction Cooktop) & one (1) x Wall Mounted Rangehood with total value of AU\$4,996/ NZ\$7,296
- 3. Distribution to Australian and New Zealand addresses only
- 4. All information in regard to Beko Washing Machine's Warranty Terms and Conditions can be found at https://www.beko.com/au-en/support/warrantyregistration

# **Beko Laundry Appliance Suite**

- The Promotional Partner for the Beko Laundry Appliance Suite prize is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- 2. Each Beko Laundry Appliance Suite Prize consists of one (1) Beko 10kg Front Load AutoDose Washing Machine and one (1) x Hybrid Tumble Dryer with total valued at AU\$2,998/ NZ\$5,098
- 3. Distribution to Australian and New Zealand addresses only

4. All information in regard to Beko Washing Machine's Warranty Terms and Conditions can be found at <a href="https://www.beko.com/au-en/support/warrantyregistration">https://www.beko.com/au-en/support/warrantyregistration</a>

#### **Beko Fridge Freezer**

- 1. The Promotional Partner for the Beko Fridge Freezer prize is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- 2. Each Beko Fridge Freezer Prize consists of one (1) x Beko Dark Stainless Bottom Mount Fridge Freezer valued at AU\$1,099/ NZ\$1,699
- 3. Distribution to Australian and New Zealand addresses only
  All information in regard to Beko Washing Machine's Warranty Terms and Conditions can be found at <a href="https://www.beko.com/au-en/support/warrantyregistration">https://www.beko.com/au-en/support/warrantyregistration</a>

#### Free Menulog for a Year

- The Promotional Partner for Free Menulog for a Year Prize is Menulog Pty Ltd (ABN 76 120 943 615) ("Menulog")
- Free Menulog for a Year entitles the winner to Fifty-two (52) lots of \$40 Menulog Vouchers valued at AU/ NZ\$2,080, the prize is valid for 365 days from the date of issue
- 3. Each Menulog Voucher is awarded as a Menulog Voucher Code on a weekly basis and is valid for ordering online at <a href="https://www.menulog.com.au">www.menulog.com.au</a> in AU or <a href="https://www.menulog.co.nz">www.menulog.co.nz</a> in NZ
- 4. Each Voucher has a minimum spend of AU/NZ\$40.01. Excludes service and delivery fees
- 5. Each Menulog Voucher code must be used in full in one transaction and is only valid for a maximum of one code per transaction
- 6. Each Menulog Voucher code is not valid for use in conjunction with any other voucher code
- 7. Each Menulog Voucher code has no cash value and is not for resale
- 8. Each Menulog Voucher code is not transferable
- It is the responsibility of the holder to use the Free Menulog Voucher Code by the specified expiry date.
   The Free Menulog Voucher Code has been awarded with the understanding that codes will not be extended or replaced
- 10. Where the price of the order exceeds the amount of the voucher, the balance must be paid by an alternative payment method and is the responsibility of the winner
- 11. Full terms and conditions for use of Menulog Voucher codes can be found at <a href="https://www.menulog.com.au/info/privacy-policy">https://www.menulog.com.au/info/privacy-policy</a> in AU or <a href="https://www.menulog.co.nz/info/privacy-policy">https://www.menulog.co.nz/info/privacy-policy</a> in NZ

#### Flat Screen TV from JB Hi-Fi

- 1. Each Flat Screen TV prize comprises of JB Hi-Fi eGift Card(s) valued at AU\$1,000/ NZ\$1,000
- 2. The Promotional Partner for the \$1,000 JB Hi-Fi eGift Card prize is JB HI-FI GROUP Pty Ltd (ABN 37 093 114 286)
- 3. JB Hi-Fi eGift Cards (Gift Cards) entitle the holder to goods/services equal to the value stated on the Gift Card or remaining after partial redemption
- 4. Gift Cards are only redeemable within any JB Hi-Fi Store in Australia and New Zealand the online retail store <a href="https://www.jbhifi.com.au">www.jbhifi.com.au</a> or <a href="https://wwww.jbhifi.com.au">wwww.
- 5. Gift Cards are not redeemable for goods purchased from JB Hi-Fi Solutions (including goods purchased from JB Hi-Fi Solutions websites)
- 6. Gift Cards are not redeemable for JB Hi-Fi Education Orders, BYOD Portal Orders, Family and Friends Orders (Including goods purchased from related websites), Miele, Asko or Agency Products
- 7. Gift Cards may not be exchanged (wholly or partly) for cash
- 8. The value shown on a Gift Card includes GST
- 9. Gift Cards are partially redeemable and any unused balance will remain on the Gift Card and cannot be redeemed for cash
- 10. If the Gift Card holder's order exceeds the amount of the Gift Card, the Gift Card holder will be required to pay for the difference in price between the value of the Gift Card and the retail price of the goods or services
- 11. All Gift Cards sold at JB Hi-Fi or at third-party locations do not expire. Gift Cards can be redeemed at any time even if a Gift Card specifies an expiry date. This excludes Ultimate Kids Gift Cards and Ultimate Teens Gift Cards, which will be subject to the expiry date stated on those cards
- 12. Should JB Hi-Fi suspect any fraud relating to a Gift Card, JB Hi-Fi may refuse to redeem the Gift Card until JB Hi-Fi is satisfied that no fraud has occurred
- 13. JB Hi-Fi is not liable for any lost/stolen Gift Cards. Please contact a JB Hi-Fi store immediately if your Gift Card has been lost/stolen. Lost/stolen Gift Cards can only be replaced if satisfactory proof of purchase is provided and the Gift Card has not been redeemed
- 14. Gift Cards are not sold and are unable to be redeemed at the Sydney International Airport store.
- 15. Gift Cards are not redeemable for other Gift Cards

#### 2022 Polygon Siskiu D6 Dual Suspension Mountain Bike from BikesOnline

- The Promotional Partner for 2022 Polygon Siskiu D6 Dual Suspension Mountain Bike prize is Bikes Online Australia (ABN 13 677 101 175)
- 2. Each Mountain Bike Prize consists of one (1) x 2022 Polygon Siskiu D6 Dual Suspension Mountain Bike valued at AU\$1,999
- 3. Distribution to Australian addresses only
- 4. Frame size and colour are subject to availability
- 5. All information in regard to 2022 Polygon Siskiu D6 Dual Suspension Mountain Bike's Warranty Terms and Conditions can be found at www.bikesonline.com.au

#### Mountain Bike from Trek Bicycles New Zealand

- The Promotional Partner for Mountain Bike from Trek Bicycles New Zealand prize is The Trustee for Trek Bicycle Corporation (Australia) Pty Ltd (ABN 56 143 457 998)
- 2. Each Mountain Bike Prize consists of one (1) x Trek X-Caliber 8 Mountain Bike valued at NZ\$1,899
- 3. Distribution to New Zealand addresses only
- 4. Frame size and colour are subject to availability
- 5. All information in regard to Trek X-Caliber 8 Mountain Bike's Warranty Terms and Conditions can be found at <a href="https://www.trekbikes.com/nz/en">https://www.trekbikes.com/nz/en</a> NZ/

## **V8 Supercar Driving Experience**

- 1. The Promotional Partner for the V8 Supercar Driving Experience Prize is Subway Franchisee Advertising Fund of Australia Pty Ltd (ABN 21 071 190 317).
- 2. Each V8 Supercar Driving Experience Prize valued at AU\$250 / NZ\$250 consist of a \$250 Red Balloon voucher code redeemable at www.redballoon.com.au in AU or www.redballoon.co.nz in NZ
- 3. As a condition of accepting this prize, the winner responsible for all travel costs incurred to and from the
- 4. The winner accepts that this the V8 Supercar Driving Experience element of this prize may be inherently risky and involves dangerous activities
- 5. If specified, in order to participate in the V8 Supercar Driving Experience, the winner must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). The winner ensure they are healthy and fit enough to participate in the V8 Supercar Driving Experience. The winner must follow all requirements of the people responsible for managing the V8 Supercar Driving Experience
- 6. The winner must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before participating in the V8 Supercar Driving Experience. If the winner does not sign, they will lose any entitlement to the V8 Supercar Driving Experience element of the prize
- 7. The prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation, or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of each prize winner and companion/s. The Promoter and TLC makes no representation as to the safety, conditions or other issues that may exist at any V8 Supercar Driving Experience
- 8. Full terms and conditions for use of Red Balloon voucher can be found at https://help.redballoon.com.au/s/article/Terms-and-Conditions

# Free Subway® For A Year

- 1. The Promotional Partner for the Free Subway® for a Year prize in AU is Subcard Australia Pty Ltd (ABN 81 623 161 026) and in NZ is Subcard NZ Limited (NZBN 9429 0349 06958)
- 2. Free Subway® for a Year entitles the winner to 1 x \$800 Subcard® eGift Card
- 3. Information on how to claim and redeem the Free Subway® for a Year prize form part of these terms and conditions
- 4. This prize is valid for AU three (3) years/ NZ one (1) year from the date of issue
- 5. This prize is not valid for use in conduction with any other voucher code
- 6. This prize is not for resale and is not transferrable
- 7. This prize is only redeemable within any Subway® restaurant in Australia or New Zealand
- 8. This prize is partially redeemable and any unused balance will remain on the Subcard® eGift Card for future use until its expiry and cannot be redeemed for cash
- 9. It is the responsibility of the winner to use the Free Subway® for a Year by the specified expiry date

- 10. Redemption of Subcard® Gift Cards are subject to the terms and conditions associated with the Subcard® Gift Cards located at www.subcard.com.au/tandcs (Australia) and www.subcard.co.nz/egift-cards-terms-and-conditions (New Zealand)
- 11. Neither the Promoter, Subcard Australia Pty Ltd or Subcard NZ Limited is responsible for stolen or lost cards

## **Mid-Tier Prizes**

#### **Beko PowerClean Stick Vacuum**

- The Promotional Partner for the Beko PowerClean Stick Vacuum prize is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- 2. Each Beko Stick Vacuum prize consists of one (1) Beko PowerClean Stick Vacuum valued at AU\$699/
- Distribution to Australian and New Zealand addresses only
   All information in regard to Beko Stick Vaccum's Warranty Terms and Conditions can be found at https://www.beko.com/au-en/support/warranty-registration

# **Beko Espresso Coffee Machine**

- 1. The Promotional Partner for the Beko Espresso Coffee Machine prize is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- 2. Each Beko Espresso Coffee Machine prize consists of one (1) Beko Bean to Cup Espresso Coffee Machine valued at AU\$599/ NZ\$899
- 3. Distribution to Australian and New Zealand addresses only
- 4. All information in regard to Beko Coffee Machine's Warranty Terms and Conditions can be found at https://www.beko.com/au-en/support/warrantyregistration

# **Beko Vacuum Blender**

- 1. The Promotional Partner for the Beko Vacuum Blender prize is Beko A&NZ Pty Ltd (ABN 49 152 055
- 2. Each Beko Vacuum Blender prize consists of one (1) Beko Vacuum Blender valued at AU\$299/ NZ\$499
- 3. Distribution to Australian and New Zealand addresses only
- All information in regard to Beko Vacuum Blender's Warranty Terms and Conditions can be found at https://www.beko.com/au-en/support/warrantyregistration

#### **Beko Air Purifier**

- 1. The Promotional Partner for the Beko Air Purifier is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- Each Beko Air Purifier prize consists of one (1) Beko Air Purifier valued at AU\$299/ NZ\$499 Distribution to Australian and New Zealand addresses only
- All information in regard to Beko Air Purifier's Warranty Terms and Conditions can be found at https://www.beko.com/au-en/support/warrantyregistration

#### \$200 Surf Dive 'n Ski Gift Card

- Each \$200 Surf Dive 'n Ski Gift Card prize consists of one (1) gift card valued at AU\$200
- The Promotional Partner for the \$200 Surf Dive 'n Ski Gift Card prize is Board Sports Retail Pty Ltd (ABN 2. 68 146 562 281)
- 3. Information on how to claim and redeem the \$200 Surf Dive 'n Ski Gift Card prize form part of these terms and conditions
- 4. Each \$200 Surf Dive 'n Ski Gift Card can be valid for use online at www.sds.com.au
- Each Gift Card is valid for a minimum of 3 months from the date of issue
- The Gift Card is eligible for use in multiple transactions, partial redemption is permitted
- 7. Each Surf Dive 'n Ski Gift Card cannot be used in conjunction with any other offer or Voucher. This reward has no cash value, is not exchangeable for cash and is not for resale
- 8. Only one Gift Card can be used per transaction
- 9. The Gift Card cannot be used against the cost of delivery
- 10. Full terms and conditions for use of Surf Dive 'n Ski Gift Card can be found at www.sds.com.au

#### \$200 Amazon Surf Gift Card

- 1. Each \$200 Amazon Surf Gift Card prize consists of one (1) gift card valued at NZ\$200
- 2. The Promotional Partner for the \$200 Amazon Surf Gift Card prize is Board Sports Retail Pty Ltd (ABN 68 146 562 281)
- 3. Information on how to claim and redeem the \$200 Amazon Surf Gift Card prize form part of these terms and conditions
- 4. Each \$200 Amazon Surf Gift Card can be valid for use online at www.amazonsurf.co.nz
- 5. Each Gift Card is valid for a minimum of 3 months from the date of issue
- 6. The Gift Card is eligible for use in multiple transactions, partial redemption is permitted
- 7. Each Amazon Surf Gift Card cannot be used in conjunction with any other offer or Voucher. This reward has no cash value, is not exchangeable for cash and is not for resale
- 8. Only one Gift Card can be used per transaction
- 9. The Gift Card cannot be used against the cost of delivery
- 10. Full terms and conditions for use of Amazon Surf Gift Card can be found at www.amazonsurf.co.nz

# JBL Flip 6 Speaker

- The Promotional Partner for JBL Flip 6 Speaker prize is JBL (Harman International Industries PTY LTD) (ABN 84 603 497 187)
- 2. Each JBL Flip 6 Speaker prize consists of one (1) JBL Flip 6 Speaker valued at AU\$169.95/ NZ\$199.95
- 3. Distribution to Australian and New Zealand addresses only
- 4. All information in regard to JBL Flip 6 Speaker's Warranty Terms and Conditions can be found at <a href="https://www.jbl.com.au/">https://www.jbl.com.au/</a>

#### JBL Tune230 TWS Headphones

- The Promotional Partner for JBL Tune230 TWS Headphones prize is JBL (Harman International Industries PTY LTD) (ABN 84 603 497 187)
- Each JBL Tune230 TWS Headphones prize consists of one (1) JBL Tune230 TWS Headphones valued at AU\$149.95/ NZ\$199.95
- Distribution to Australian and New Zealand addresses only
   All information in regard to JBL Tune230 TWS Headphones' Warranty Terms and Conditions can be found at <a href="https://www.jbl.com.au/">https://www.jbl.com.au/</a>

#### High Sierra Academy 3.0 Eco Backpack

- The Promotional Partner for High Sierra Academy 3.0 Eco Backpack is Samsonite Australia Pty Ltd (High Sierra) - (ABN 31 006 363 248)
- Each High Sierra Academy 3.0 Eco Backpack prize consists of one (1) High Sierra Academy 3.0 Eco Backpack valued at AU\$115 / NZ\$129
- 3. This prize has no cash value, cannot be exchange and is not for resale
- 4. Colours may vary depending on availability
- 5. All ancillary costs or accessories not expressly included are the responsibility of the winners
- 6. Distribution to Australian and New Zealand addresses only
- 7. All information in regards to the High Sierra Academy 3.0 Eco Backpack can be found at <a href="https://www.highsierra.com.au/">https://www.highsierra.com.au/</a>

#### **Double Cinema Pass**

- The Promotional Partner for the Double Cinema Pass is TLC Marketing Worldwide Australia & NZ Pty Ltd (ABN 75 622 802 180) ("TLC")
- 2. Each Double Cinema Pass prize consists of two (2) standard adult movie vouchers valued at AU/NZ\$50
- 3. This prize has no cash value, cannot be exchange and is not for resale
- 4. Each Double Cinema Pass is not valid for use from 5pm on Saturdays
- 5. Each Double Cinema Pass will expire on the date indicated. No date extensions available. No change given. Vouchers are non-refundable and cannot be exchanged for cash
- A Cinema eVoucher is to be exchanged for a movie ticket at participating cinemas and is valid for standard 2D movie screenings
- This voucher does not guarantee or reserve a seat seating is subject to availability. On-line booking fees apply

- 8. This eVoucher cannot be used in conjunction with any other special or offer
- All ancillary costs or subcharge by the cinema not expressly included are the responsibility of the winners

#### \$100 JB Hi-Fi eGift Card

- 1. Each prize comprises of JB Hi-Fi eGift Card(s) valued at AU\$100/ NZ\$100.
- 2. The Promotional Partner for the \$100 JB Hi-Fi eGift Card prize is JB HI-FI GROUP Pty Ltd (ABN 37 093 114 286)
- 3. JB Hi-Fi eGift Cards (Gift Cards) entitle the holder to goods/services equal to the value stated on the Gift Card or remaining after partial redemption
- 4. Gift Cards are only redeemable within any JB Hi-Fi Store in Australia and New Zealand the online retail store www.jbhifi.com.au or www.jbhifi.co.nz
- 5. Gift Cards are not redeemable for goods purchased from JB Hi-Fi Solutions (including goods purchased from JB Hi-Fi Solutions websites)
- 6. Gift Cards are not redeemable for JB Hi-Fi Education Orders, BYOD Portal Orders, Family and Friends Orders (Including goods purchased from related websites), Miele, Asko or Agency Products
- 7. Gift Cards may not be exchanged (wholly or partly) for cash
- 8. The value shown on a Gift Card includes GST
- 9. Gift Cards are partially redeemable and any unused balance will remain on the Gift Card and cannot be redeemed for cash
- 10. If the Gift Card holder's order exceeds the amount of the Gift Card, the Gift Card holder will be required to pay for the difference in price between the value of the Gift Card and the retail price of the goods or services
- 11. All Gift Cards sold at JB Hi-Fi or at third-party locations do not expire. Gift Cards can be redeemed at any time even if a Gift Card specifies an expiry date. This excludes Ultimate Kids Gift Cards and Ultimate Teens Gift Cards, which will be subject to the expiry date stated on those cards
- 12. Should JB Hi-Fi suspect any fraud relating to a Gift Card, JB Hi-Fi may refuse to redeem the Gift Card until JB Hi-Fi is satisfied that no fraud has occurred
- 13. JB Hi-Fi is not liable for any lost/stolen Gift Cards. Please contact a JB Hi-Fi store immediately if your Gift Card has been lost/stolen. Lost/stolen Gift Cards can only be replaced if satisfactory proof of purchase is provided and the Gift Card has not been redeemed
- 14. Gift Cards are not sold and are unable to be redeemed at the Sydney International Airport store.
- 15. Gift Cards are not redeemable for other Gift Cards

#### Free Annual Yogaia App Subscription

- 1. The Promotional Partner for the Free Annual Yogaia App Subscription is Yogaia (This is a Finland registered company, Business ID: Fl25751206) ("Yogaia")
- Each Free Annual Yogaia App Subscription comprises of twelve (12) month unlimited access from date
  of registration to live and on-demand yoga, workout and mindfulness classes, valued up to AU\$269.91 /
  N7\$298.60
- 3. Winners who received a Free Annual Yogaia App Subscription will receive a Voucher Code and a link to register to Yogaia using their email address or Facebook
- 4. The membership will not be automatically renewed
- 5. The Free Annual Yogaia App Subscription cannot be used in conjunction with any other offer. This reward is for single use only, it has no cash value and is not for resale
- 6. Any disputes between claimants pertaining to the use of the Free Annual Yogaia App Subscription are strictly between the claimant and the Promotional Partner. TLC, its respective agents and distributors do not make any contractual promise or representation regarding the quality and/or availability of the products offered by the Promotional Partners and cannot be held liable for any resulting personal loss or damage

# **Annual Access to The Mindfulness App**

- The Promotional Partner for the Annual Access to The Mindfulness App is MindApps AB (This is a Sweden registered company, corporate ID: 556880-9122)
- 2. The Annual Access to The Mindfulness App prize comprises of twelve (12) months access to The Mindfulness App valued up to AU\$89.99 / NZ\$99.96
- 3. The Annual Access to The Mindfulness App prize cannot be used in conjunction with any other offer or Voucher. This reward has no cash value and is not for resale and it is for single use only
- 4. The Annual Access to The Mindfulness App prize can be redeemed by using the Voucher Code sent with a link in the email sent to the customer. Customer must open the link in the phone and is directed to the App download to enter in the Voucher Code

5. Winners are responsible for any additional purchases they make on the app outside of the free Annual membership offer

# **12-month Readly Magazine Subscription**

- 1. The Promotional Partner for the 12 Months Readly Magazine Subscription is Readly (a company registered in Sweden, Business number: 556921-1120)
- 2. The 12 Months Readly Magazine Subscription comprises twelve (12) months of access to thousands of digital magazine titles, both Australian and international, valued at AU\$143.88 / NZ\$227.88
- 3. Winner can choose their favourite from the curated selection featuring food & home magazines, automotive, health & fitness, fashion, lifestyle & travel and more
- 4. The magazines are digital versions supplied by Readly. To redeem the offer of the 12 Months Readly Magazine Subscription Gift Card, go to these links: au.readly.com/giftcards/redeem in AU and nz.readly.com/giftcards/redeem in NZ, activate the gift card by 31/04/2023 and create your Readly account (no paper/print subscriptions available, digital format only)
- 5. The 12 Months Readly Magazine Subscription cannot be used in conjunction with any other offer or Voucher. This reward has no cash value and is not for resale
- 6. Magazine selection is subject to change
- 7. Any disputes between claimants pertaining to the use of the 12 Months Readly Magazine Subscription are strictly between the claimant and the Promotional Partner

#### **Mass-Tier Non-food Prizes**

# **Annual Access to WithU Fitness App**

- 1. The Promotional Partner for the Annual Access to WithU Fitness App is WithU Holdings Limited (UK registered company, Company Number: 1193 8764)
- Each Annual Access to WithU Fitness App comprises of 12 months access to the WithU Fitness App valued at AU\$119.88/ NZ\$179.88
- 3. Winners who received the Annual Access to WithU Fitness App will receive a reward code. To redeem the offer, go to this link: <a href="https://app.withutraining.com/e/subway">https://app.withutraining.com/e/subway</a> and create an account for the subscription
- 4. The offer is available for single use only
- 5. The offer cannot be used in conjunction with any other offer or Voucher. This reward has no cash value and is not for resale
- 6. At the end of the 12 month subscription, the app will automatically go to a sign-up page for customers to subscribe to a monthly or annual subscription if they wish to continue the subscription
- 7. Any disputes between claimants pertaining to the use of the Annual Access to WithU Fitness App are strictly between the claimant and the Promotional Partner

## \$100 Beko Home Appliance Voucher

- The Promotional Partner for the AU/ NZ\$100 Beko Voucher is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- Each Beko Voucher is awarded as a Beko Voucher Code and is valid to use online at a https://www.appliancesonline.com.au/subway-gift-voucher-offer-sept-2022/

   and https://www.andoo.co.nz/subway-gift-voucher-offer-sept-2022/

   towards any Beko product
- 3. Each Beko Voucher code must be used in full in one transaction and is only valid for a maximum of one code per transaction
- 4. Each Beko Voucher code is not valid for use in conjunction with any other voucher code
- 5. Each Beko Voucher code has no cash value and is not for resale
- 6. Each Beko Voucher code is not transferable
- It is the responsibility of the holder to use the Beko Voucher Code by the specified expiry date. The Free Beko Voucher Code has been awarded with the understanding that codes will not be extended or replaced
- 8. Where the price of the order exceeds the amount of the voucher, the balance must be paid by an alternative payment method and is the responsibility of the winner.
- Full terms and conditions for use of Beko Voucher codes can be found at https://www.beko.com/auen/subway-sink-a-sub-promotion.

#### **Annual Go Gamers Premium Membership**

- 1. The Promotional Partner for the Annual Go Gamers Premium Membership is Go Gamers, a company registered in the United States, Tax ID: 84-3154956 under Gantt Gaming Group, dba Go Gamers
- Each Annual Go Gamers Premium Membership prize consists of twelve (12) months access to the Go Gamers Premium Membership valued at USD \$5 per month for twelve months. The Premium Membership provide free access to Go Gamers Tournament Platform. The total value of the prize is valued at up to AU\$88/ NZ\$98
- Winners who received the Annual Go Gamers Premium Membership will receive a link to complete their redemption
- 4. The offer is available to new customers only and it is for single use only
- 5. Each Annual Go Gamers Premium Membership cannot be used in conjunction with any other offer or Voucher. This reward has no cash value and is not for resale
- 6. An automatic paid monthly subscription to the Go Gamers Premium Membership service will apply. Winners are required to enter in their credit card details should they decided to renew subscription after twelve (12) months
- 7. Full terms and conditions in relation to the Go Gamers Premium Membership can be found at plaform.gogamers.tech

# \$50 Beko Home Appliance Voucher

- 1. The Promotional Partner for the AU/ NZ\$50 Beko Voucher is Beko A&NZ Pty Ltd (ABN 49 152 055 162)
- 2. Each Beko Voucher is awarded as a Beko Voucher Code and is valid to use online at a <a href="https://www.appliancesonline.com.au/subway-gift-voucher-offer-sept-2022/">https://www.appliancesonline.com.au/subway-gift-voucher-offer-sept-2022/</a> and <a href="https://www.andoo.co.nz/subway-gift-voucher-offer-sept-2022/">https://www.andoo.co.nz/subway-gift-voucher-offer-sept-2022/</a> towards any Beko product
- 3. Each Beko Voucher code must be used in full in one transaction and is only valid for a maximum of one code per transaction
- 4. Each Beko Voucher code is not valid for use in conjunction with any other voucher code
- 5. Each Beko Voucher code has no cash value and is not for resale
- 6. Each Beko Voucher code is not transferable
- It is the responsibility of the holder to use the Beko Voucher Code by the specified expiry date. The Free Beko Voucher Code has been awarded with the understanding that codes will not be extended or replaced
- 8. Where the price of the order exceeds the amount of the voucher, the balance must be paid by an alternative payment method and is the responsibility of the winner.
- Full terms and conditions for use of Beko Voucher codes can be found at https://www.beko.com/auen/subway-sink-a-sub-promotion

# 3 months free access to The Mindfulness App

- 1. The Promotional Partner for the 3 Month free access to The Mindfulness App prize is MindApps AB (This is a Sweden registered company, corporate ID: 556880- 9122)
- 2. The 3 Month free access to The Mindfulness App prize comprises of three (3) months access to more than 350 meditations and courses on The Mindfulness App, valued up to AU\$45/ NZ\$49.98
- 3. The 3 Month free access to The Mindfulness App prize cannot be used in conjunction with any other offer or Voucher. This reward has no cash value and is not for resale and it is for single use only
- 4. The 3 Month free access to The Mindfulness App prize can be redeemed by using the Voucher Code sent with a link in the email sent to the customer. Winner must open the link in the phone and is directed to the App download to enter in the Voucher code
- 5. Winners are responsible for any additional purchases they make on the app outside of the free 3 months membership offer

# 1 Month Free Yogaia App Membership

- 1. The Promotional Partner for the One Month Free Yogaia App Membership is Yogaia (This is a Finland registered company, Business ID: Fl25751206 )("Yogaia")
- Each One Month Free Yogaia App Membership comprises of One (1) month unlimited access from date
  of registration to live and on-demand yoga, workout and mindfulness classes, valued up to AU\$24.99/
  NZ\$28.11
- 3. Customers who received a One Month Free Yogaia App Membership will receive a Reward voucher code and a link to register to Yogaia using their email address or Facebook.
- 4. Each One Month Free Yogaia App Membership is valid for new Yogaia members only
- 5. Each One Month Free Yogaia App Membership cannot be used in conjunction with any other offer. This reward is for single use only, it has no cash value and is not for resale
- 6. Any disputes between claimants pertaining to the use of the One Month Free Yogaia App Membership are strictly between the claimant and the promotional partner. TLC, its respective agents and distributors do not make any contractual promise or representation regarding the quality and/or availability of the

products offered by the promotional partners and cannot be held liable for any resulting personal loss or damage

# \$25 Subway® Gift Card

- 1. The Promotional Partner for the \$25 Subway® Gift Card in AU is Subcard Australia Pty Ltd (ABN 81 623 161 026) and in NZ is Subcard NZ Limited (NZBN 9429 0349 06958)
- 2. \$25 Subway® Gift Card entitles the winner to 1 x \$25 Subcard® eGift Card
- 3. Information on how to claim and redeem the \$25 Subway® Gift Card prize form part of these terms and conditions
- 4. This prize is valid for AU three (3) years/ NZ one (1) year from the date of issue
- 5. This prize is not valid for use in conduction with any other voucher code
- 6. This prize is not for resale and is not transferrable
- 7. This prize is only redeemable within any Subway® restaurant in Australia or New Zealand
- 8. This prize is partially redeemable and any unused balance will remain on the Subcard® eGift Card for future use until its expiry and cannot be redeemed for cash
- 9. It is the responsibility of the winner to use the \$25 Subway® Gift Card by the specified expiry date
- Redemption of Subcard® Gift Cards are subject to the terms and conditions associated with the Subcard® Gift Cards located at www.subcard.com.au/tandcs (Australia) and www.subcard.co.nz/e-gift-cards-terms-and-conditions (New Zealand)
- 11. Neither the Promoter, Subcard Australia Pty Ltd or Subcard NZ Limited is responsible for stolen or lost cards

#### 2-month Readly Magazine Subscription

- The Promotional Partner for the 2 Months Free Readly Magazine Subscription is Readly (a company registered in Sweden, Business number: 556921-1120)
- Each 2 Months Free Readly Magazine Subscription comprises of two (2) months access to 5,000 digital magazine titles, both Australian and international and it is valued at AU\$23.98/ NZ\$37.98
- 3. Winner can choose their favourite from the curated selection featuring food & home magazines, automotive, health & fitness, fashion, lifestyle & travel and more
- 4. The magazines are digital versions supplied by Readly. To redeem the offer, go to these links: au.readly.com/subway in AU or nz.readly.com/subway in NZ, insert your Voucher Code and create your Readly account (no paper/print subscriptions available, digital format only)
- The 2 Months Free Readly Magazine Subscription cannot be used in conjunction with any other offer or Voucher. This reward has no cash value and is not for resale
- 6. Magazine selection is subject to change
- 7. The offer is available to new customers only and it is for single use only
- After the 2 Months Free Readly Magazine Subscription access is over, the customer could enrol in a full subscription with a 10% discount for the first 6 months and then at the price of AU\$11.99/ NZ\$18.99 per month afterward
- Any disputes between claimants pertaining to the use of the 2 Months Free Readly Magazine Subscription are strictly between the claimant and the promotional partner

# Free Photo Book by Snapfish

- The Promotional Partner for the Free Photo Book Voucher is SNAPFISH PTY. LTD. (ABN 79 138 025 788)
- 2. Each Free Photo Book by Snapfish prize consists of one (1) Voucher Code valued at AU/ NZ\$22.95
- 3. Each Free Photo Book prize comes with a 20x20cm softcover, 20 pages Photo Book, excludes additional pages and excludes delivery fees. Additional pages can be added for the current charge per set of 2 pages
- 4. The Free Photo Book Voucher cannot be used in conjunction with any other voucher, promotion, prepaid prints, free delivery offers or gift certificates
- 5. The Free Photo Book Voucher cannot be used against cost of delivery. Standard Mail and Express Post delivery available. Postage charges apply
- 6. Only one voucher can be used per transaction
- 7. The Free Photo Book Voucher is valid in AU or NZ only
- 8. The Free Photo Book Voucher has no cash value and is not for resale
- Full terms and conditions for use of Free Photo Book Voucher codes can be found at <a href="https://www.snapfish.com.au/store/offerdetails#SUBWAY">https://www.snapfish.com.au/store/offerdetails#SUBWAY</a> or <a href="https://www.snapfish.co.nz/store/offerdetails#SUBWAY">https://www.snapfish.co.nz/store/offerdetails#SUBWAY</a>

#### \$20 off \$100+ spend for Surf Dive 'n Ski

- 1. The Promotional Partner for the \$20 off \$100+ spend for Surf Dive 'n Ski Voucher is Board Sports Retail Ptv Ltd (ABN 68 146 562 281)
- 2. Each Voucher prize consists of one (1) Voucher valued at AU\$20
- 3. A minimum spends of AU\$100.01 or above applies
- 4. Each Voucher cannot be used in conjunction with any other offer or Voucher. This reward has no cash value, is not exchangeable for cash and is not for resale
- 5. Only one Voucher can be used per transaction
- The Voucher cannot be used against the cost of delivery
- 7. Full terms and conditions for use of Surf Dive 'n Ski Voucher codes can be found at www.sds.com.au

#### \$20 off \$100+ spend for Amazon Surf

- 1. The Promotional Partner for the \$20 off \$100+ spend for Amazon Surf Voucher is Board Sports Retail Pty Ltd (ABN 68 146 562 281)
- 2. Each Voucher prize consists of one (1) Voucher valued at NZ\$20
- A minimum spends of NZ\$100.01 or above applies
- 4. Each Voucher cannot be used in conjunction with any other offer or Voucher. This reward has no cash value, is not exchangeable for cash and is not for resale
- 5. Only one Voucher can be used per transaction
- 6. The Voucher cannot be used against the cost of delivery
- 7. Full terms and conditions for use of Amazon Surf Voucher codes can be found at www.amazonsurf.co.nz

#### \$20 Experience Oz Voucher

- 1. The Promotional Partner for the \$20 Experience Oz Voucher is TicketMates Australia Pty Ltd (ABN 73 127 532 147)
- 2. Each Experience Oz Voucher entitles the winner to one (1) amount of AU/NZ\$20 off an Experience booking made on https://www.experienceoz.com.au/en
- Only one voucher can be used per transaction/booking
   Each Experience Oz Voucher is non-cumulative, cannot be used in conjunction with any other offer and it cannot be redeemed for cash and is not for resale
- 5. Additional restrictions on validity, age and height restrictions may apply please check with the chosen participating supplier. The winner acknowledges that a Prize may involve a dangerous activity, which may result in injury or death, and participate at their own risk
- The participating supplier in their absolute discretion, reserves the right to refuse the winners to take part in any or all aspects of a Prize if they reasonably believe the winners pose a safety risk or for any other reason

#### \$15 Menulog Voucher

- 1. The Promotional Partner for the\$15 Menulog Voucher is Menulog Pty Ltd (ABN 76 120 943 615)
- 2. The Menulog Voucher is valid for orders online at www.menulog.com.au in AU or www.menulog.co.nz in NZ or on the Menulog app
- The Menulog Voucher consists of one (1) Voucher valued at AU/NZ\$15
- The Menulog Voucher has a minimum spend of AU/ NZ \$20
- The Menulog Voucher cannot be used towards service and delivery fees
- 6. The Menulog Voucher must be used in full in one transaction and is only valid for a maximum of one code per transaction
- 7. The Menulog Voucher is not valid for use in conjunction with any other offers and vouchers
- The Menulog Voucher has no cash value and is not for resale
- The Menulog Voucher code is not transferable
- 10. It is the responsibility of the holder to use the Menulog Voucher by the specified expiry date. The Menulog Voucher has been awarded with the understanding that codes will not be extended or replaced.
- 11. Where the price of the order exceeds the amount of the voucher, the balance must be paid by an alternative payment method
- 12. Full terms and conditions for use of Menulog Voucher can be found at https://www.menulog.com.au/info/privacy-policy in AU or https://www.menulog.co.nz/info/privacy-policy in NZ

#### \$10 Menulog Voucher

1. The Promotional Partner for the \$10 Menulog Voucher is Menulog Pty Ltd (ABN 76 120 943 615)

- The Menulog Voucher is valid for orders online at www.menulog.com.au in AU or www.menulog.co.nz in NZ or on the Menulog app
- 3. The Menulog Voucher consists of one (1) Voucher valued at AU/NZ\$10
- 4. The Menulog Voucher has a minimum spend of AU/ NZ \$20
- 5. The Menulog Voucher cannot be used towards service and delivery fees
- The Menulog Voucher must be used in full in one transaction and is only valid for a maximum of one code per transaction
- 7. The Menulog Voucher is not valid for use in conjunction with any other offers and vouchers.
- 8. The Menulog Voucher has no cash value and is not for resale
- 9. The Menulog Voucher code is not transferable
- 10. It is the responsibility of the holder to use the Menulog Voucher by the specified expiry date. The Menulog Voucher has been awarded with the understanding that codes will not be extended or replaced.
- 11. Where the price of the order exceeds the amount of the voucher, the balance must be paid by an alternative payment method
- 12. Full terms and conditions for use of Menulog Voucher can be found at <a href="https://www.menulog.com.au/info/privacy-policy">https://www.menulog.com.au/info/privacy-policy</a> in AU or <a href="https://www.menulog.co.nz/info/privacy-policy">https://www.menulog.co.nz/info/privacy-policy</a> in NZ

#### One Free Game on Virtual Escaping

- 1. The Promotional Partner for the One Free game on Virtual Escaping is Virtual Escaping (a company registered in the Netherlands, Tax ID: NL00 226 297 5B97)
- 2. Each One Free game on Virtual Escaping Prize consists of one free game on www.virtualescaping.com with a choice from 4 virtual escape challenges, each with RRP of AU\$40/ NZ\$45
- 3. Each Free game on Virtual Escaping can be redeemed by using the reward code sent to the customer
- 4. Winners must create an account and select the game of choice. Up to 6 players can play at the same time for up to 90 minutes
- Winners are responsible for any additional purchases they make on the website outside of the one free game
- 6. For full how to use instructions, view here: virtualescaping.com/how-it-works

# Schedule 5 - LIST OF OTR LOCATIONS:

STORE #	STORE	ADDRESS
19598	Darlington, SA 5047-AUS	1483 Main South Road Subway/BP C-Store
20260	Morphett Vale, SA 5162-AUS	140 Main South Rd BP Gas Station/On The Run
20334	Tranmere, SA 5073-AUS	172 - 178 Glynburn Road BP Gas Station/ On the Run
20792	Fulham, SA 5024-AUS	510 Henley Beach Rd BP Fulham
20881	Salisbury (SA), SA 5108-AUS	2-10 James Street Shop 4 Salisbury Cinema Complex
21276	Thorngate, SA 5082-AUS	20a Main North Road
21490	Salisbury Downs, SA 5108- AUS	328 Salisbury Highway BP/On The Run C/Store
21491	Clarence Park, SA 5034-AUS	340 - 346 Goodwood Rd On The Run C-Store/Gas Station
21522	Mount Gambier, SA 5290- AUS	55-57 Commercial Street East Shop 3
21574	West Croydon, SA 5008-AUS	561 Port Road BP Gas Station/C-Store
21575	Brighton, SA 5048-AUS	480 Brighton Rd BP C-Store
21717	Ridleyton, SA 5008-AUS	235 South Road BP Darlington C-Store
22677	Adelaide, SA 5068-AUS	41-49 West Terrace BP C-Store
22736	Elizabeth, SA 5112-AUS	17-21 Philip Hwy BP C-Store
22737	Christies Beach, SA 5165- AUS	124 Beach Rd BP C-Store
23561	South Plympton, SA 5038- AUS	501 Marion Rd On The Run
23609	Blackwood, SA 5051-AUS	203 Main Rd On The Run/BP Gas/C-Store
25155	Mount Gambier, SA 5290- AUS	Shop FC004, 21 Helen Street Mt Gambier Central
25571	Newton, SA 5074-AUS	72 Gorge Rd BP C-Store
26112	Whyalla, SA 5600-AUS	Corner Elliot Street & Playford Avenue BP Gas Station/C-Store
26959	Mount Barker, SA 5251-AUS	McLaren Street Shop T37 Mount Barker Shopping Centre
27182	Pooraka, SA 5095-AUS	126 Bridge St BP C-Store
27787	Evandale, SA 5069-AUS	87-89 Portrush Rd BP C-Store

28251	Mawson Lakes, SA 5095-	1 Main Street	
20231	AUS	Shop 8	
		Mawson Lakes	
28621	Nuriootpa, SA 5341-AUS	Tanunda Rd BP C-Store	
32038	Stepney, SA 5069-AUS	90-92 Payneham Rd St Mary's BP	
32062	Pasadena, SA 5042-AUS	14 Fiveash Drive On The Run C-Store	
33905	Smithfield, SA 5114-AUS	23-26 Main North Rd On The Run	
34466	St Mary's, SA 5042-AUS	1175 South Road St. Mary's C-Store/BP Gas	
35273	Salisbury, SA 5108-AUS	106-110 Sailsbury Hwy BP on the Run C-Store	
35300	Rosewater, SA 5013-AUS	125 Grand Junction Rd BP C-Store	
38620	Seaton, SA 5023-AUS	356 Tapleys Hill Road BP On the Run C-Store	
39921	Walkerville, SA 5081-AUS	68-72 North East Road BP/On The Run C/Store	
40090	Whyalla, SA 5600-AUS	Nicolson Avenue Shop 54 & 55	
40502	Bordertown, SA 5268-AUS	1-2 Dukes Highway BP/On the Run	
40698	Angle Park, SA 5010-AUS	610 -612 South Road Subway/On The Run C-Store	
42356	Woodville West, SA 5011- AUS	938 Port Road Subway/On The Run C-Store	
44690	Kilburn, SA 5084-AUS	427-433 Churchill Road BP On the Run C-Store	
46095	Broadview, SA 5083-AUS	150 Hampstead Road On The Run Gas	
46204	Cavan, SA 5095-AUS	144 Port Wakefield Road BP Gas/On the Run C-Store	
48934	Davoren Park, SA 5113-AUS	41 Peachey Road BP Gas/On The Run C-Store	
48935	Wayville, SA 5034-AUS	51a Goodwood Road BP Gas/On The Run C-Store	
51483	Adelaide, SA 5000-AUS	139 Angas Street BP Gas/On The Run C-Store	
51484	Hillbank, SA 5112-AUS	Main North Road Lot 92 BP Gas/On The Run C-Store	
52899	Millicent, SA 5280-AUS	81 George Street Shops 5 & 6	
54235	Dry Creek, SA 5094-AUS	BP Gas Station/ On The Run, 11 Vater Street	
64142	Glengowrie, SA 5044-AUS	80 - 84 Oaklands Road BP Gas/OnThe Run C-Str	
64343	Kingston SE, SA 5275-AUS	1 Princes Hwy On The Run Service Station Kingston	

65500	Aldinga, SA 5173-AUS	Lot 3, Main South Road C/Store BP Gas Station/On the Run
66194	Para Hills West, SA 5096- AUS	1351 Main North Road BP Gas Station/On The Run
67205	Kapunda, SA 5373-AUS	1 Mildred Street BP Gas Station / On The Run
67467	Angle Vale, SA 5117-AUS	31 Heaslip Road BP Gas Station/On The Run
68790	Naracoorte, SA 5271-AUS	1 Deviation Road BP Gas Station/On the Run