

## **SUBWAY® FAN-VERSARY COMPETITION – TERMS & CONDITIONS**

### **TERMS AND CONDITIONS OF ENTRY**

1. These terms and conditions are for all entrants who enter the 'SUBWAY® FAN-VERSARY' ("Promotion"). By entering this Promotion, you accept these Terms and Conditions.
2. The Promoter, Administrator, and Prize Provider is Subway Franchisee Advertising Fund of Australia Pty Ltd ("Promoter") of Level 9, Transport House, 230 Brunswick Street, Fortitude Valley QLD Australia 4006 and Subway Franchisee Advertising Fund of New Zealand care of the Promoter or their nominated representative.
3. The Promotion is in no way sponsored, endorsed, affiliated, administered by, or associated with Meta, Facebook, Instagram or TikTok.

### **WHO CAN ENTER**

4. This Promotion is open to citizens and permanent residents of Australia and/or New Zealand who are aged 13 and over ("Eligible Entrant").
5. If you are under 18 years of age, you must get approval from your parent/guardian before you enter and if you will be under 18 years of age on the date the Prize (as defined in paragraph 18 below) is awarded, it will be awarded to your parent/guardian. By approving your participation or by accepting the Prize on your behalf, your parent/guardian accepts these Terms and Conditions.

### **WHO CANNOT ENTER**

6. Directors, officers, management and employees (and their immediate families) of:
  - a. the Promoter; and
  - b. the agencies, companies or participating Subway® restaurants including Franchisees, Subway® Sandwich Artists™ and their operating entity associated with this Promotion, are not eligible to enter into this Promotion.

### **PROMOTION PERIOD**

7. This Promotion commences:
  - a. in Australia, at 12:01am AEST on 4 August 2025 and ends at 11:59pm AEST on 17 August 2025; and
  - b. in New Zealand, at 2:01am NZST on 4 August 2025 and ends at 1:59am on NZST on 18 August 2025, ("Promotion Period").

Entries received before or after the Promotion Period will not be accepted.

### **HOW TO ENTER & ENTRY PROCEDURE**

8. To enter, an Eligible Entrant must, during the Promotion Period, complete the following steps:
  - a. upload a video or photo to Facebook, Instagram, or TikTok;
  - b. tag and follow one of the official Subway® Australia or New Zealand accounts (see paragraph 9 for further details); and
  - c. include the hashtag #fanversary in the caption,

("Eligible Entry", collectively "Eligible Entries").

9. If an Eligible Entrant resides in:
  - a. Australia - they must tag and follow one of the official Subway® Australia accounts:  
<https://www.facebook.com/SubwayAustralia>  
[https://www.instagram.com/subway\\_australia/](https://www.instagram.com/subway_australia/)  
<https://www.tiktok.com/@subwayaustralia>
  - b. New Zealand - they must tag and follow one of the official Subway® New Zealand accounts:  
<https://www.facebook.com/subwaynz/>  
<https://www.instagram.com/subwaynz/>  
<https://www.tiktok.com/@subwaynz>
10. An Eligible Entrant may enter the Promotion as many times as they like during the Promotion Period. Each entry must include unique and different content to other Eligible Entries submitted by the Eligible Entrant.
11. Entries should be suitable for public viewing and must not contain obscene, offensive or illegal content such as adult themes, violence, drug use, coarse language or nudity as judged by the Promoter or their nominated representative. Entries containing the above material will be deemed invalid.
12. By entering this Promotion, each Eligible Entrant warrants that their entry, including any designs and/or inventions, is the entrant's original work and that the entry does not interfere with any third-party rights including but not limited to intellectual property. All entries must be original (both audio and video material) and must not include material which the entrant does not own the copyright, unless the entrant has obtained suitable copyright permissions and the entrant agrees to fully indemnify the Promoter against any loss, damage or claim made against them, for any intellectual property infringement by the entrant.
13. All successful Eligible Entries will be entered into the draw.
14. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoter's database and to be used in accordance with the purposes set out in these Terms and Conditions.
15. In the event an entrant is deemed a winner, they acknowledge that they may be required for and must partake in all publicity, photography, presentations, media interviews and other promotional activity as the Promoter reasonably requires, for an unlimited period at their own expense and without any compensation.
16. Entrants consent to the Promoter resharing their Eligible Entry or Entries on the Promoter's official Facebook, Instagram and/or TikTok accounts during and after the Promotion Period ends up to and including 30 September 2025. Resharing of an entrant's Eligible Entry does not deem the entrant to be a winner or award the entrant a prize.

#### **PRIZES DETAILS**

17. Two (2) winners will be drawn – 1 for Australia and 1 for New Zealand (see paragraph 18 below).

18. The winner in:
  - a. Australia, will win "Subway® for Life", a \$25,000 AUD cash prize; and
  - b. New Zealand, will win "Subway® for a Decade", a \$10,000 NZD cash prize, ("Prize").
19. The total prize pool in:
  - a. Australia is \$25,000 AUD; and
  - b. New Zealand is \$10,000 NZD.
20. The prize value is to be considered in its local currency. The Prize value is correct at time of publishing of these Terms and Conditions and no responsibility is accepted for any variation in the value of the Prize.
21. It is a condition of accepting the Prize that the winners may be required to sign a legal release form determined by the Promoter in its absolute discretion.
22. The Prize awarded will be paid via EFT and will be transferred into the bank account nominated by the respective Winner (see paragraph 27). The Promoter will not be responsible for a Prize Winner not receiving the Prize as a result of incorrect bank account number details or other details affecting the transfer.

#### **WINNER DETERMINATION & WINNER NOTIFICATION**

23. All judging decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.
24. Winners will be determined by a judging panel of the Promoter reviewing all Eligible Entries and judging each on selected criteria. The selected criteria upon which all valid Eligible Entries will be judged include:
  - a. creativity (50%):
    - i. character/persona (20%);
    - ii. originality of concept (20%); and
    - iii. visual execution (10%);
  - b. brand relevance (50%):
    - iv. brand values (20%);
    - v. brand personality (20%); and
    - vi. brand tone (10%).
25. Winners will be determined on 20 August 2025 at 4:30pm AEST and published online at:
  - a. <https://www.subway.com/en-AU/Competitions/TandCs> (Australia); and
  - b. <https://www.subway.com/en-NZ/Competitions/TandCs> (New Zealand),by 5:00pm AEST on 28 August 2025. The winners' winning entry will also be republished on the Promoter's official Facebook, Instagram and/or TikTok accounts and the winners' consent to their winning entry being republished.
26. The Promoter will comment on each of the winners' Eligible Entries as soon as possible after the winner determination has taken place. Each winner will need to send a direct message to the Promoter through the applicable official Subway® account within seven (7) days of the

comment being posted on the Eligible Entry which provides their nominated email address and contact phone number (“**Winner Response**”). The winner consents to the Promoter sharing the contact details provided in the Winner Response to a representative or agent of the Promoter for the purpose of fulfilling the Prize (as the case may be).

27. The winner will then need to complete the payment form emailed to them by the Promoter (or by their nominated representative) to facilitate payment of the Prize. Payment of the Prize will be completed within 14 days of the winner emailing the completed payment form to the Promoter.
28. If the winner is not able to satisfy these Terms and Conditions or forfeits or fails to claim the Prize by sending the Winner Response within 7 days (as set out in paragraph 26 above), they will be deemed to have forfeited their entitlement to the Prize.
29. In the event the winner forfeits their prize, an alternative prize winner will be selected at the Promoter’s discretion. If the Promoter chooses to do so, the Promoter will follow the ‘Unclaimed Prize Arrangements’ set out in paragraphs 32 to 34 of these Terms and Conditions.
30. The Promoter assumes no responsibility for any failure to receive any entry or for inaccurate information provided by the entrant or for any loss, damage or injury as a result of technical or telecommunications problems, including but not limited to security breaches and banking errors.
31. The Promoter assumes no responsibility for any tax consequences or imposts that arise from the receipt of the Prize. Winners are advised that tax implications may arise from winning the Prize and they should seek independent financial advice prior to acceptance of the Prize.

#### **UNCLAIMED PRIZE ARRANGEMENTS**

32. If a Winner is not able to satisfy these Terms and Conditions or forfeits or fails to claim the Prize by sending the Winner Response within 7 days, they will be deemed to have forfeited their entitlement to the Prize.
33. In the event a Winner forfeits his/her prize, an alternative winner will be determined at the Promoter’s discretion.
34. If the Promoter chooses to determine an alternative winner, it will do so in accordance with the method outlined in ‘How to Enter & Entry Procedure’ (paragraphs 8 to 16) and in ‘Winner Determination & Winner Notification’ (paragraphs 23 to 31).

#### **GENERAL**

35. Information on how to enter and the prize forms part of these Terms and Conditions. The Promoter reserves the right to change any of the terms and conditions applying to this Promotion or to modify, terminate, suspend or reschedule this Promotion due to an event beyond the Promoter’s reasonable control. Any changes to the terms and conditions applying to this Promotion will be updated in the terms and conditions available on this website:
  - a. <https://www.subway.com/en-AU/Competitions/TandCs> (Australia); and

b. <https://www.subway.com/en-NZ/Competitions/TandCs> (New Zealand).

36. Entry into this Competition authorises the Promoter to release the winner's name, phone number(s) and email address(s) to their nominated representative in order to contact and verify the winner (if they choose to do so).

37. Incomplete, indecipherable or illegible entries will be deemed invalid. The Promoter reserves the right to verify the validity of all entries and to disqualify any entrant for tampering with the entry process or who enters the Promotion otherwise than in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

38. If there is a dispute as to the identity and/or eligibility of the entrant, the Promoter reserves the right, in its sole discretion, to determine the identity and/or eligibility of the entrant.

39. If the Prize (or part of the prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

40. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

41. If this Promotion is interfered with in any manner or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion to the fullest extent permitted by law to (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.

42. The Promoter's decision is final, and no correspondence will be entered into.

43. All entries are deemed to be received at the time of receipt by the Promoter's database and NOT at time of transaction by the entrant. Records of the Promoter are final and conclusive as to time of receipt.

44. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws or any consumer guarantees as provided under the *New Zealand Consumer Guarantees Act 1993* or similar consumer protections laws in New Zealand ("Non-Excludable Guarantees").

45. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude

all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.

46. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

## **PRIVACY**

47. By participating in the Promotion, you consent to the Promoter's or authorised agents' collection, use, and disclosure of your personal information for the purposes of administering the Promotion and Prize fulfilment. You acknowledge that you have read, understood and accepted the Promoter's Privacy Statements, which provide more information about Promoter's privacy practices and is located at: <https://www.subway.com/en-AU/Privacy/PrivacyCenter> (for Australia) and <https://www.subway.com/en-NZ/Privacy/PrivacyCenter> (for New Zealand).

The Privacy Statements also include information about:

- a. how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
- b. how to complain about a privacy breach and how the Promoter will deal with such a complaint.

48. All entries remain the property of the Promoter. All entries remained the property of the Promoter. The Promoter may use or disclose entrants' personal information to related entities or other appropriate third parties in accordance with its privacy policy.